

AGENDA
REDWOOD COUNTY BOARD OF COMMISSIONERS

*Redwood County is committed to stewardship, respect & shared responsibility in providing improved
cost-efficient services to all!*

TUESDAY MAY 3, 2022

COMMISSIONERS ROOM, GOVERNMENT CENTER
REDWOOD FALLS, MINNESOTA

Please Note: This agenda is subject to change due to Department Heads, government agencies and the public bringing items forward, between the posting of the agenda and the actual meeting time. **All times listed below are approximate.**

8:30 a.m.

- Call to Order; Pledge of Allegiance
- Open Forum
- Review and approve May 3rd meeting agenda
- Identification of Conflict of Interest
- Review and approve Consent Agenda:
 - April 19th Minutes
 - Abstract of Bills

8:30 a.m.

- **TECHNOLOGY**
Paul Parsons
 - 1) Resolution to Accept Donation from Redwood Area Chamber
 - 2) Rescind motion for Agreement for Professional Services with Voyant
 - 3) Voyant Service Addendum to the Master Services Agreement-Courthouse (pending County Attorney approval)
 - 4) Voyant Service Addendum to the Master Services Agreement-Government Center (pending County Attorney approval)
 - 5) Minnesota Statewide Security Monitoring Initiative CrowdStrike EDR Program Service Agreement and Authorization

8:40 a.m.

- **ASSESSOR**
John Thompson
 - 1) Award Copier Contract
 - 2) Copier Contract pending Award (paperwork pending)
 - 3) Laserfiche Program Purchase

8:50 a.m.

- **ROAD AND BRIDGE**
Anthony Sellner
 - 1) Authorization to Pay Bills
 - 2) Award CMP-22-PM ReflectORIZED Pavement Markings Project
 - 3) Authorize Board Chair and Administrator to sign CMP-22-PM ReflectORIZED Pavement Markings Contract with Awarded Contractor
 - 4) Marthaler (GM) Price Surcharge
 - 5) 2014 Ford Escape Purchase
 - 6) Snowplow Truck Boxes and Attachment Purchase
 - 7) Western Star Surcharge

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- 8) Non-Federal Subaward Agreement with the Regents of the University of Minnesota for Road Widener Improvements for Efficiency and Public Safety and the State of Minnesota DOT Joint Powers Agreement for Professional/Technical Services (pending County Attorney approval)
- 9) State of Minnesota DOT, Cottonwood County and Redwood County Detour Agreement for Trunk Hwy. 71 (pending County Attorney approval)
- 10) Resolution for MnDOT use of CR 41 as an Unofficial Detour for Trunk Hwy. 71
- 11) Final Payment for Contract 21-3 to Asphalt Surface Technologies

9:30 a.m.

- **BREAK**

9:45 a.m.

- **AUDITOR-TREASURER**
Jean Price
 - 1) Award Copier Contract
 - 2) Copier Lease Agreement
 - 3) Voting Equipment Grant Agreement

10:00 a.m.

- **REDWOOD COUNTY DITCH AUTHORITY**
 - 1) Public Hearing for CD #52, Lateral 87
 - 2) Public Hearing for CD #48

10:45 a.m.

- **ENVIRONMENTAL**
Scott Wold
 - 1) Agreement for Professional Services with G & R Electric
 - 2) Soil and Water Conservation District Annual Report

11:00 a.m.

- **COUNTY ATTORNEY**
Jenna Peterson
 - 1) Westlaw Contract Renewal

11:05 a.m.

- **ECONOMIC DEVELOPMENT**
Briana Mumme
 - 1) Award Bid for CDBG Environmental Study
 - 2) Broadband Border to Border Discussion

11:30 a.m.

- **ADMINISTRATOR**
 - 1) 2022 Temporary Liquor License – Wilder Pageant Committee
 - 2) Assignment and Assumption of Agreement from TT&J Holdings JTA-WDSI
 - 3) ARPA Expenditure Reporting

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Other Items – No Scheduled Time:

Commissioner Items:

- 1) Set date for Employee Picnic

Commissioners' Reports:

ADJOURN

****OPEN FORUM****

OPEN FORUM PROCEDURES

1. The open forum will be held at the beginning of the meeting.
2. Those wishing to speak should sign up and indicate the topic at the beginning of the meeting.
3. A maximum time of 20 minutes will be allowed for the open forum.
4. A basic guide of three people per topic with a maximum of five minutes per person.
5. Those speaking will state their name and address prior to speaking.
6. Statements should be limited to the issues only.
7. Apply the "Golden Rule" during presentations.
8. The Board retains the right to respond or not, but may discuss the item.
9. Personal/Personnel issues will not be heard or discussed.

REDWOOD COUNTY, MINNESOTA

APRIL 19, 2022

The Board of County Commissioners met in regular session at 8:30 a.m. in the Commissioner’s Room in the Government Center, Redwood Falls, Minnesota.

Present for all or portions of the meeting were Commissioners Bob VanHee, Dave Forkrud, Jim Salfer, Dennis Groebner, Rick Wakefield and County Administrator Vicki Kletscher. Also present were Auditor/Treasurer Jean Price; Highway Engineer Anthony Sellner; Planning and Zoning Supervisor Nick Brozek; Environmental Director Scott Wold; County Attorney Jenna Peterson; Human Resource Coordinator Peter Brown; Property Appraiser Jesse Jacobson; Technology Coordinator Paul Parsons; Economic Development Coordinator Briana Mumme; Broadband Coordinator Patrick Garry; Redwood Falls City Administrator Keith Muetzel; Redwood Falls Mayor Tom Quackenbush; Serenity Suites Representatives Cathy Schwartz and Christopher Knoll; Maintenance Supervisor Jamie Larsen; Highway Specialist Roger Polkow and Durham Snider.

Chair Salfer called the meeting to order asking for the Pledge of Allegiance to the Flag.

On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the April 19th agenda.

Chair Salfer asked the Board members to identify any areas for which they had a Conflict of Interest. There were none.

Snider was present for Open Forum stating his concerns regarding the “No Weapon” signs located in the entrance of the Government Center.

CONSENT AGENDA

- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the consent agenda.
 - April 5, 2022 minutes.
 - Payment of bills as follows:

General Fund	\$ 166,462.53
Ditch Fund	\$ 26,640.24
Building Fund	\$ 5,948.10
Solid Waste Fund	\$ 100.00

- Bills exceeding \$2,000.00: Runchey, Louwagie & Wellman \$2,050.00; CPT \$4,010.00; Dell Marketing \$2,345.00; Law Office of Kenneth White \$4,175.00; Smith & Johnson \$3,875.00; G & R Controls \$7,644.20; AT – Scene LLC \$3,150.00; Renville County \$13,793.42; MEND Correctional Care \$4,123.69; Redwood County Highway Department \$6,146.55; Tersteeg’s Holiday Market \$8,226.92; WOLD Architects \$5,148.10; Yellow Medicine County \$14,495.24; Robert Hanson \$2,142.04; Kenneth Langseth \$2,901.50.

EMPLOYEE RECOGNITION

- The Board recognized Jesse Jacobson for 10 years of service, Jamie Larson for 5 years of service and Roger Polkow for 30 years of service to Redwood County.

PUBLIC HEARING – RE-DISTRICTING OF COUNTY COMMISSIONER DISTRICTS

- At 8:45 a.m., the Board entered into a Public Hearing to consider plans for redistricting of County Commissioner Districts in accordance with MN Statutes 375.01 to 375-025 based on population figures from the 2020 Federal Census to make sure that the people of each district are equally represented.
- Price presented the Affidavit of Publication for the notification of the public hearing.
- Price presented the County Commissioner District information.
- Salfer opened the hearing for public comment. No public comments were offered.
- Salfer closed the hearing for public comment.
- On motion by Wakefield, second by Groebner, in a roll-call vote with Forkrud, Salfer, Wakefield, Van Hee and Groebner all voting aye, the Board adopted the following resolution:

Resolution for Adoption of County Commissioner Districts

WHEREAS, Minnesota Statutes Chapter 375 establishes the procedure and requires a process for redistricting County Commissioner districts based on population figures from the Federal Census; and,

WHEREAS, Minnesota Statute section 204B.135, subd. 2 requires that County Commissioner Districts be redistricted within 80 days of when the legislature has been redistricted or at least 15 weeks before the state primary election, whichever comes first; and,

WHEREAS, pursuant to these statutes the 2020 Federal Census population figures shall be used to redistrict the Redwood County Commissioner Districts by April 26, 2022, and that Commissioner Districts shall be bounded by town, municipal, ward, city district, or precinct lines; and,

WHEREAS, the Redwood County Board of Commissioners has considered the possibility or potential for maximizing minority representation on the board of commissioners; and,

WHEREAS, Redwood County published a three week notice in the newspaper having the contract for publishing the commissioner's proceedings for the county for 2022; and,

WHEREAS, Redwood County conducted a public meeting on redistricting on April 19, 2022:

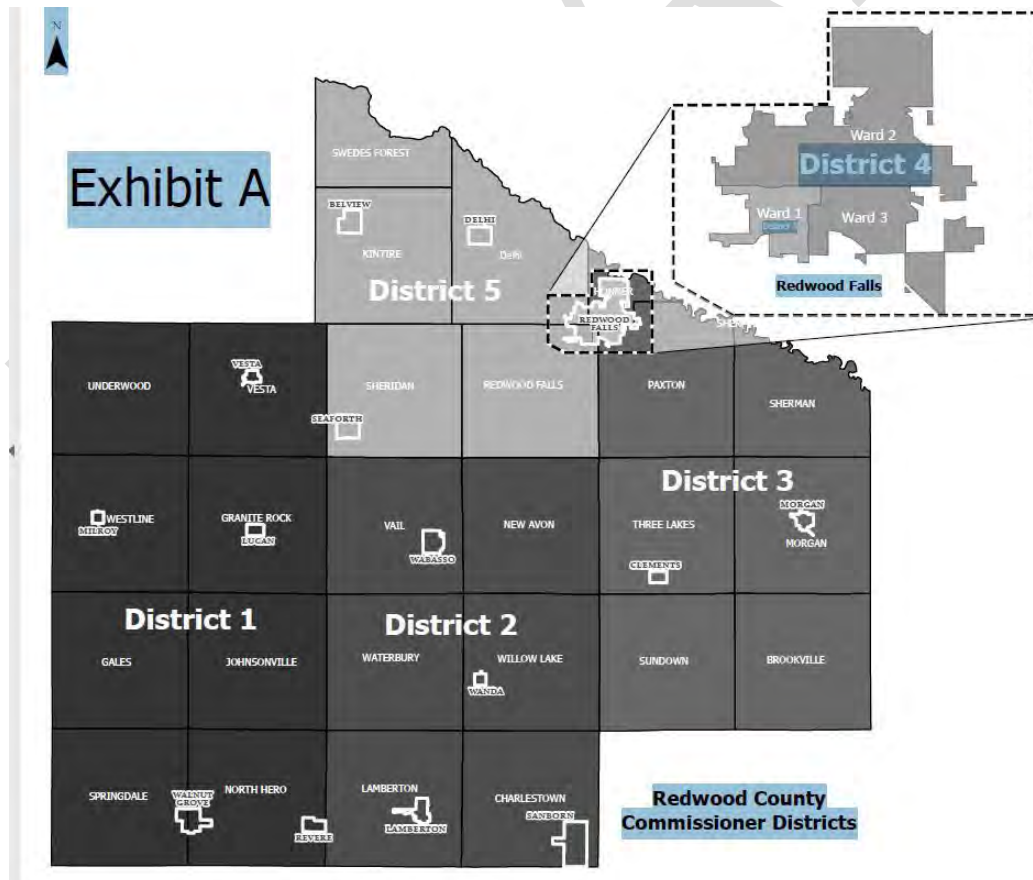
NOW, THEREFORE BE IT RESOLVED that the Redwood County Board of Commissioners hereby redistricts the County of Redwood, following town, municipal, ward, city district, or precinct lines as reestablished in March 2022, and reestablishes the length of terms as follows:

- District 1 - Gales Township, Granite Rock Township, Johnsonville Township, City of Lucan, City of Milroy, North Hero Township, City of Revere, Springdale Township, Underwood Township, City of Vesta, Vesta Township, City of Walnut Grove, Westline Township
(continuation of current term, 2024 Election)

- District 2 - Charlestown Township, City of Lamberton, Lamberton Township, New Avon Township, City of Sanborn, Vail Township, City of Wabasso, City of Wanda, Waterbury Township, Willow Lake Township (4-year term, 2022 Election)
- District 3 - Brookville Township, City of Clements, Honner Township, City of Morgan, Morgan Township, Paxton Township, Sherman Township, Sundown Township, Three Lakes Township (4-year term, 2022 Election)
- District 4 - City of Redwood Falls Ward 2, City of Redwood Falls Ward 3 (continuation of current term, 2024 Election)
- District 5 - City of Belview, City of Delhi, Delhi Township, Kintire Township, City of Redwood Falls Ward 1, Redwood Falls Township, City of Seaforth, Sheridan Township, Swedes Forest Township (Continuation of current term, 2024 Election)

BE IT RESOLVED that the County Administrator is directed to file the redistricting plan with the County Auditor by April 26, 2022, to be effective for the 2022 primary and general election and publish in the Redwood Gazette.

BE IT FINALLY RESOLVED that the districts are, for illustrative purposes, identified in a map of the county attached hereto and marked Exhibit A which by reference is hereby made a part hereof.



- Chair Salfer closed the Public Hearing.

AUDITOR/TREASURER

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the following:
 - Cash Balance Report
 - Investment Summary
 - Budget Reports, General Fund, Road and Bridge Fund; Human Services Fund; Building Fund; Ditch Fund; Ditch Bond Interest Fund, Solid Waste Fund; Health Fund; Debt Service Fund; Insurance Fund; Soil and Water Conservation District Fund.
 - March Disbursements in the amount of \$702,841.26.
- Bills exceeding \$2,000.00: Great Plains Natural Gas \$2,649.81, \$3,839.51, \$6,104.99, \$3,419.38; Redwood Falls Public Utilities \$10,666.13, \$4,765.30; Further \$8,509.46, \$8,509.48; Preferred One \$12,114.52, \$3,331.17, \$32,569.01, \$6,419.33, \$13,921.98, \$7,809.06; BCBS of MN \$2,286.00; Paycom \$2,246.79; MN Department of Revenue \$28,948.99; US Postal Service \$3,000.00; Lamberton Public Library \$7,117.23; MN Valley Snow Riders \$23,908.25; MN Commission of Finance \$4,323.00; D. Moldan \$24,809.00; Morgan Public Library \$6,896.94; Redwood Falls Public Library \$20,339.73; Wabasso Public Library \$18,682.60; H. Landkammer \$28,408.00; \$2,262.00; R. Boettger \$5,416.00; Delta Dental \$4,756.00; Sun Life Financial \$2,385.51; C. Kieper \$13,040.00; M & K Bridge \$17,173.03; R & G Construction \$77,198.51; Duinink Inc. \$226,663.40.

PLANNING AND ZONING

- An application for an Extractional Interim Use Permit #2-22 filed by Brad Lund to operate an existing granite quarry/gravel pit on the following described real property, situated in the County of Redwood, State of Minnesota, to wit: 13.6 acre tract in SE ¼ of the NW ¼ of Section 24, Twp. 112N, Range 34W, Sherman Township. On motion by Forkrud, second by Groebner, the Board voted unanimously to approve CUP #2-22 with (20) conditions as set forth by the Planning Commission.
- An application for an Extractional Interim Use Permit #3-22 filed by Schmidt Construction to operate an extraction pit on the following described real property, situated in the County of Redwood, State of Minnesota, to wit: NFR ½ of the NE ¼, except tracts, 29.56 acres of Section 3, Twp. 112N, Range 35W, Paxton Township. On motion by Van Hee, second by Groebner, the Board voted unanimously to approve CUP #3-22 with (18) conditions as set forth by the Planning Commission.

ENVIRONMENTAL

- On motion by Wakefield, second by Van Hee, in a roll-call vote with Salfer, Van Hee, Forkrud, Wakefield and Groebner all voting aye, the Board adopted the following resolution:

RESOLUTION 2022-02

A RESOLUTION TO EXPEND CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS UNDER THE AMERICAN RESCUE PLAN ACT FOR PLUM CREEK PARK ELECTRICAL INFRASTRUCTURE UPGRADES

WHEREAS, Redwood County (“County”) received Federal Coronavirus Local Fiscal Recovery Funds under the American Rescue Plan Act (“ARP”), to provide relief to the county impacted by the coronavirus disease 2019 (“COVID-19”);

WHEREAS, Redwood County Director, Scott Wold has identified a necessary expense to improve the electrical infrastructure at Plum Creek County Park;

WHEREAS, the authority under the ARP Act allows this expenditure, per the Final Rule published on January 6, 2022, 31 C.F.R § 35

§35.6(d) *Providing government services.* A recipient may use funds for the provision of government services to the extent of the reduction in the recipient's general revenue due to the public health emergency, calculated according to this paragraph (d). A recipient must make a one-time election to calculate the amount of the reduction in the recipient's general revenue due to the public health emergency according to either paragraph (d)(1) or (d)(2) of this section:

§35.6(d)(1) *Standard allowance.* The reduction in the recipient's general revenue due to the public health emergency over the period of performance will be deemed to be ten million dollars; or

WHEREAS, The Redwood County Board of Commissioners authorized Redwood County to expend American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds utilizing the Standard (Revenue Loss) Allowance at their Regular Board Meeting held on March 1, 2022;

WHEREAS, multiple bids were solicited for the upgrades and the low bid for the electrical infrastructure improvements at the park is \$63,990.00;

NOW, THEREFORE, BE IT RESOLVED, the County Board of Commissioners is encumbering \$63,990.00 to be used to complete the electrical upgrades and certifies that the funds appropriated from the ARP Act fund will be used only in a manner consistent with the Department of the U.S. Treasury guidance and incurred during the covered period.

- On motion by Groebner, second by Wakefield, the Board voted unanimously to award the electrical bid for Plum Creek Park upgrade to the electrical service of the seasonal campground sites to G & R Electric in the amount of \$63,990.00 utilizing American Rescue Plan funds.

REDWOOD COUNTY DITCH AUTHORITY

- At 9:03 a.m. the Board entered into Redwood County Ditch Authority.
- Present were Redwood County Commissioners Wakefield, Groebner, Salfer, Van Hee and Forkrud, Administrator Kletscher, Planning and Zoning Supervisor Nick Brozek and Environmental Director Wold.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to appoint Jim Weidemann as a viewer for CD 52, Lat 87 for the Redwood Falls Port Authority petition to use a drainage system as an outlet for a municipality.
- On motion by Salfer, second by Groebner, the Board voted unanimously to award the bid for ditch repairs on JD #36 to MNL Inc. in the amount of \$499,954.00 to be funded with FEMA disaster aid funds.

Other Bids Received:

Company	Bid Amount
MNL Inc.	\$ 499,954.00
GM Contracting Inc.	\$1,279,639.30
S.J. Jacobs & Sons	\$1,690,662.00
Sunram Construction Inc.	\$ 873,764.00
Mathiowetz Construction	\$ 758,444.94

- On motion by Forkrud, second by Groebner, the Board voted unanimously to award the bid for ditch repairs on JD #33 to MNL Inc. in the amount of \$153,928.00 to be funded with FEMA disaster aid funds.

Other Bids Received:

Company	Bid Amount
MNL Inc.	\$ 153,928.00
S.J. Jacobs & Sons	\$ 364,060.00
Schmidt Construction	\$ 311,660.00
MSB Excavating & Tiling LLC	\$ 290,287.50
GM Contracting Inc.	\$ 219,260.05
Sunram Construction Inc.	\$ 208,056.00
Mathiowetz Construction	\$ 167,895.85

- On motion by Groebner, second by Salfer, the Board voted unanimously to award the bid for Riprap supply on JD #36 to Mathiowetz Construction in the amount of \$1,546,382.87 to be funded with FEMA disaster aid funds.

Other Bids Received:

Company	Bid Amount
Sunram Construction	\$1,681,972.00
Mathiowetz Construction	\$1,546,382.87

- On motion by Salfer, second by Groebner, the Board voted unanimously to award the bid for Riprap supply on JD #33 to Schmidt Construction in the amount of \$290,635.00 to be funded with FEMA disaster aid funds.

Other Bids Received:

Company	Bid Amount
Mathiowetz Construction	\$375,519.30
Sunram Construction	\$346,094.00
Schmidt Construction	\$290,635.00

- Chair Wakefield declared the Redwood County Ditch authority adjourned at 9:13 a.m.

RECONVENED

- The Board reconvened into Regular Session at 9:13 a.m.

ADMINISTRATOR

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the publication of the Redwood County Connection Spring newsletter.
- The Board reviewed the March 2022 Jail Population and Sentence to Service Quarterly Report.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the Addendum II to the Agreement between the University of Minnesota and Redwood County for Providing Extension Services for a Summer Coordinator position.
- On motion by Wakefield, second by Van Hee, the Board voted unanimously to acknowledge the Justice Center change orders totaling \$3,098.06 as listed:

Floor to Ceiling Store	\$ (752.42)
Gunion Painting, LLC	\$ (5,300.00)
J & K Masonry	\$ 1,643.00
Marshall Machine Shop	\$ 1,335.00
Thompson Construction	\$ (1,992.50)
TMI Systems Corporation	\$ (1,178.00)
Schmidt Construction	\$ 9,342.98

- On motion by Forkrud, second by Groebner, in a roll-call vote with Salfer, Forkrud, Van Hee, Wakefield and Groebner all voting aye, the Board adopted the following resolution:

**RESOLUTION SETTING PUBLIC HEARING
FOR TOWNSHIP BOUNDARY ADJUSTMENT**

WHEREAS, certain persons, all of whom are voters residing in Honner Township, have petitioned the Redwood County Board of Commissioners to consider the alteration of the current boundary of Honner Township by attaching all of Honner Township to adjacent Paxton Township, Redwood County, pursuant to Minn. Stat. § 379.02 as the current population of Honner Township is currently too small in size to justify the continuation of its independent township form of government. Petitioners further requested that the County Board transfer all of the assets of the Township of Honner to Paxton Township; and

WHEREAS, the County Auditor-Treasurer has declared that the “Petition For Change of Boundary” to be signed by the required number of legal voters; and

WHEREAS, this declaration in conformity to Minnesota Statutes Chapter 379.

NOW, THEREFORE, BE IT RESOLVED, that the Redwood County Board of Commissioners will consider the petitioned for alteration of the current boundary of Honner Township by attaching all of Honner Township to adjacent Paxton Township, Redwood County, pursuant to Minn. Stat. § 379.02 at a public hearing to be held on the 7th day of June 2022, at 10:00 a.m. at the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, Minnesota 56283, and the County Board shall give notice as provided in Minnesota Statutes § 379.03.

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Liquor License to TMB Sports Club.

Personnel

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the transfer of Angela Hannemen from Part-time Dispatcher to Full-time Dispatcher effective May 16, 2022.

SERENITY SUITES

- Serenity Suites Representatives Cathy Schwartz and Christopher Knoll presented an overview of operations per the tax abatement terms with Redwood County.

CITY OF REDWOOD FALLS

- Keith Muetzel and Tom Quackenbush presented an overview of a new development in the City of Redwood Falls.

ROAD AND BRIDGE

- On motion by Groebner, second by Van Hee, in a roll-call vote with Salfer, Van Hee, Forkrud, Wakefield and Groebner all voting aye, the Board adopted the following resolution:

**Resolution
Redwood County Opposes Gas Tax Holiday**

WHEREAS, Redwood County Road and Bridge Construction and Maintenance Program is funded by a local levy, local option one half percent sales tax, local option wheelage tax, federal and state grants to the maximum extent available and the **Highway Users Tax Distribution (HUTD) Fund**, which includes **gas tax**, license fees, motor vehicle sales tax, and auto parts sales tax; and

WHEREAS, the **HUTD Fund provides 67% of Redwood County's Road and Bridge construction and maintenance funding** during a given year, or \$6.6M out of \$9.9M, excluding Federal funds and state grants when available; and

WHEREAS, Redwood County has \$49M in roadway and bridge projects funded for the next five years however is still **short \$30.6M** to properly maintain our transportation infrastructure to prevent closures, road postings or conversion of asphalt roadways back into gravel roadways; and

WHEREAS, The Constitutionally-dedicated HUTD user fee provides a significant amount of the revenue we rely on to fix our roads and bridges and **opposes a gas tax holiday**; and

WHEREAS, the Redwood County Board is concerned that a policy to reduce or establish a gas tax holiday will establish a precedent for future gas tax suspensions during times of economic distress or when fuel prices are deemed too high, thereby severely undercutting a major source of revenue for road and bridge repair;

NOW, THEREFORE BE IT RESOLVED, the Redwood County Board of Commissioners **opposes a gas tax holiday**.

- On motion by Van Hee, second by Wakefield, with Groebner abstaining due to a conflict of interest, the Board voted to award CR 63, Clements Construction Project, to M.R. Paving and Excavating in the amount of \$485,024.21.

Other Bids Received:

Company	Bid Amount
M.R. Paving and Excavating	\$485,024.21
Duininck, Inc.	\$570,136.25
R & G Construction	\$586,968.57
Central Specialties, Inc.	\$613,068.33

- On motion by Van Hee, second by Wakefield, with Groebner abstaining due to a conflict of interest, the Board voted to authorize the Board Chair and Administrator to sign CR 63, Clements Construction Project contract with M.R. Paving and Excavating.
- Sellner presented an overview of the District 8 2022 construction projects.

COMMISSIONERS REPORTS

- The commissioners reported on meetings they attended.

Groebner: Redwood-Renville Regional Solid Waste Authority, JD 15 Meeting with Lyon County

Salfer: JD 15 Meeting with Lyon County

VanHee: Southwest Regional Development Commission, JD 15 Meeting with Lyon County, Fair Board, UCAP

Wakefield: JD 15 Meeting with Lyon County, RCRCA/Area II

Forkrud: Redwood-Renville Regional Solid Waste Authority, JD 15 Meeting with Lyon County, Insurance Committee Meeting, Safety Committee Meeting

ADJOURN

- There being no further business, Chair Salfer declared the meeting adjourned at 11:43 a.m.

Attest: _____
Vicki Kletscher
County Administrator

Jim Salfer, Board Chair
Board of County Commissioners

OFFICIAL NOTICES/ UPCOMING MEETINGS

May 3rd – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

May 10th – 5:00 p.m. – LINC Graduation – American Legion, Redwood Falls

May 11th – Judicial Ditch #15 Meeting with Lyon County

May 17th – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

May 17th – 4:45 p.m. – 7:00 p.m. – A.C.E. Volunteer Appreciation Event – St. Anne’s Catholic Church –
Redwood Falls, MN

June 7th – 8:30 a.m. – Redwood County Board Meeting – Redwood County Government Center,
Board Room

June 9th – AMC District 8 Meeting – Pipestone County

June 21st – 3:00 p.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

6:00 p.m. – Board of Equalization Meeting - Redwood County Government Center,
Board Room

COMMISSIONERS ABSTRACT:

May 3, 2022

	Meals Payable	Salaries Payable	Accounts Payable	Credit Card
GENERAL FUND	\$71.05	\$770.00	\$141,818.04	\$13,121.11
BUILDING FUND			\$526,453.55	
DITCH FUND		\$225.00	\$7,675.81	-\$39.86
SOLID WASTE FUND		\$70.00	\$20.48	
SOIL & WATER				
FORFEITED TAX SALE				
DEBT SERVICE FUND				
HEALTH FUND				
PUBLIC HEALTH SERVICE				
R & B FUND				\$1,142.86
STATE REVENUE			\$565.00	
TAX & PENALTY				
INSURANCE			\$511.30	\$171.17
TOTALS	\$71.05	\$1,065.00	\$677,044.18	\$14,395.28

MEALS PAYABLE 182-3					
EMPLOYEE	# of	REVENUE	DITCH 15-611	SOLID WASTE 22-391	INSURANCE
Henry Borgstrom	3	\$36.63			
BJ Labat	2	\$34.42			
TOTALS		\$71.05	\$0.00	\$0.00	\$0.00

SALARIES PAYABLE					
		REVENUE 187-0 (PERA YES) 187-3 (PERA NO)	DITCH 15-611-182-0 15-611-190-3	SOLID WASTE 22-391-188-0 22-391-188-3	date
David Forkrud #120	Y N	\$ 35.00		\$ 35.00	3.09
Dennis Groebner #118	Y N	\$ -	\$ -	\$ -	
Robert VanHee #119	Y N	\$ 650.00	\$ 75.00		4.12
Jim Salfer #117	Y N	\$ 85.00	\$ 150.00	\$ 35.00	4.4-4.12,3.9
Rick Wakefiled	Y N				
Jean Price ext 01-602 #316	Y N				
TOTALS		\$ 770.00	\$ 225.00	\$ 70.00	

APPROVED AND ORDERED PAID BY ORDER OF THE BOARD OF REDWOOD COUNTY COMMISSIONERS ON THIS 3RD DAY OF MAY 2022.

 Chairperson
 Board of County Commissioners

RACHELW
4/28/22 3:06PM

*** **Redwood County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break 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

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	DEPT			COMMISSIONERS			
17	26510 FORKRUD/DAVID 01-002-000-0000-6331		56.16	2022 MAR - MILEAGE 03/01/2022 03/15/2022		MILEAGE	N
	26510 FORKRUD/DAVID		56.16	1 Transactions			
20	30548 GROEBNER/DENNIS 01-002-000-0000-6331		12.87	2022 FEB - MILEAGE 02/15/2022 02/15/2022		MILEAGE	N
	30548 GROEBNER/DENNIS		12.87	1 Transactions			
61	80087 SALFER/JIM 01-002-000-0000-6331		149.18	2022 MAR&APR - MILEAGE 03/01/2022 04/19/2022		MILEAGE	N
	80087 SALFER/JIM		149.18	1 Transactions			
73	91122 VANHEE/ROBERT 01-002-000-0000-6331		242.78	2022 MAR&APR - MILEAGE 03/30/2022 04/21/2022		MILEAGE	N
74	01-002-000-0000-6331		231.66	2022 MAR - MILEAGE 03/01/2022 03/16/2022		MILEAGE	N
75	01-002-000-0000-6334		16.11	MEAL @ LEADERSHIP SUMMIT 03/30/2022 03/30/2022		LODGING & EXPENSE	N
76	01-002-000-0000-6334		69.64	MEALS @ ACM CON 03/01/2022 03/03/2022		LODGING & EXPENSE	N
	91122 VANHEE/ROBERT		560.19	4 Transactions			
2	DEPT Total:		778.40	COMMISSIONERS	4 Vendors	7 Transactions	
23	DEPT			LAW LIBRARY			
69	93610 THOMSON REUTERS - WEST PUBLISHING 01-023-000-0000-6899		614.66	2022 MAR - WEST INFO CHARGES 03/01/2022 03/31/2022	846125962	MISCELLANEOUS	N
	93610 THOMSON REUTERS - WEST PUBLISHING		614.66	1 Transactions			
23	DEPT Total:		614.66	LAW LIBRARY	1 Vendors	1 Transactions	
31	DEPT			COUNTY ADMINISTRATION			

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
5	11832 CHERRYROAD MEDIA 01-031-000-0000-6230		7,027.04	LEGALS - DELINQUENT TAX 03/17/2022 03/31/2022	28351	PRINTING & PUBLISHING	N
	11832 CHERRYROAD MEDIA		7,027.04	1 Transactions			
9	13055 COLUMN SOFTWARE PBC 01-031-000-0000-6230		401.81	2/15,3/1,3/15 BOARD MINUTES 02/15/2022 03/15/2022	6C6C1177-2,3,4	PRINTING & PUBLISHING	Y
	13055 COLUMN SOFTWARE PBC		401.81	1 Transactions			
25	43191 JONES LAW OFFICE 01-031-000-0000-6266		200.00	2022 MAR - JB 02/28/2022 03/30/2022	1977856	COURT APPOINTED ATTORNEYS	Y
24	01-031-000-0000-6266		315.00	2022 MAR - BW 03/01/2022 03/30/2022	1977857	COURT APPOINTED ATTORNEYS	Y
	43191 JONES LAW OFFICE		515.00	2 Transactions			
83	92515 WALTON LAW GROUP PLLC 01-031-000-0000-6266		520.00	2022 MAR - EC 03/15/2022 03/15/2022	4384	COURT APPOINTED ATTORNEYS	Y
82	01-031-000-0000-6266		220.00	2022 FEB-APR - SM 02/22/2022 04/06/2022	4402	COURT APPOINTED ATTORNEYS	Y
	92515 WALTON LAW GROUP PLLC		740.00	2 Transactions			
31	DEPT Total:		8,683.85	COUNTY ADMINISTRATION	4 Vendors	6 Transactions	
41	DEPT			AUDITOR-TREASURER			
87	2755 AMERICAN SOLUTIONS FOR BUSINESS 01-041-000-0000-6401		2,743.01	TAX STATEMENTS 04/08/2022 04/08/2022	05833214	OFFICE SUPPLIES & EQUIPMENT MAI	N
	2755 AMERICAN SOLUTIONS FOR BUSINESS		2,743.01	1 Transactions			
8	13055 COLUMN SOFTWARE PBC 01-041-000-0000-6401		173.91	PROPERTY TAX NOTICE 05/05/2022 05/12/2022	77A1E109-00001	OFFICE SUPPLIES & EQUIPMENT MAI	Y
	13055 COLUMN SOFTWARE PBC		173.91	1 Transactions			
32	55642 MARCO TECHNOLOGIES LLC - MO 01-041-000-2758-6401		285.78	04/20-05/20 KONICA LEASE	469898761	OFFICE SUPPLIES	N

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
55642	MARCO TECHNOLOGIES LLC - MO		285.78	04/20/2022 05/20/2022	1 Transactions		
41	DEPT Total:		3,202.70	AUDITOR-TREASURER	3 Vendors	3 Transactions	
42	DEPT			ASSESSOR			
2755	AMERICAN SOLUTIONS FOR BUSINESS						
88	01-042-000-0000-6401		2,161.93	VALUATION NOTICES	05833214	OFFICE SUPPLIES & EQUIPMENT MAI	N
				04/08/2022 04/08/2022	1 Transactions		
2755	AMERICAN SOLUTIONS FOR BUSINESS		2,161.93				
55642	MARCO TECHNOLOGIES LLC - MO						
33	01-042-000-0000-6401		280.26	04/20-05/20 KONICA LEASE	469898720	OFFICE SUPPLIES & EQUIPMENT MAI	N
				04/20/2022 05/20/2022	1 Transactions		
55642	MARCO TECHNOLOGIES LLC - MO		280.26				
42	DEPT Total:		2,442.19	ASSESSOR	2 Vendors	2 Transactions	
43	DEPT			LICENSE CENTER			
55642	MARCO TECHNOLOGIES LLC - MO						
34	01-043-000-0000-6401		132.01	04/20-05/20 KONICA LEASE	469898670	OFFICE SUPPLIES & EQUIPMENT MAI	N
				04/20/2022 05/20/2022	1 Transactions		
55642	MARCO TECHNOLOGIES LLC - MO		132.01				
43	DEPT Total:		132.01	LICENSE CENTER	1 Vendors	1 Transactions	
61	DEPT			ADMINISTRATOR			
47850	KLETSCHER/VICKI						
28	01-061-000-0000-6331		136.89	MILEAGE @ CPT MTG		MILEAGE	N
				04/25/2022 04/25/2022	1 Transactions		
47850	KLETSCHER/VICKI		136.89				
61	DEPT Total:		136.89	ADMINISTRATOR	1 Vendors	1 Transactions	
63	DEPT			ELECTIONS			
57952	MINNESOTA DEPARTMENT OF HUMAN SEI						
40	01-063-000-0000-6899		128.53	2022 MAR - PRINT/MAIL SERVICE	A300IC64230I	MISCELLANEOUS	N
				03/01/2022 03/31/2022			

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
57952	MINNESOTA DEPARTMENT OF HUMAN SEI		128.53		1 Transactions		
63	DEPT Total:		128.53	ELECTIONS	1 Vendors	1 Transactions	
91	DEPT			ATTORNEY			
9008	BUREAU OF CRIMINAL APPREHENSION						
89	01-091-000-0000-6420		150.00	CDJN ACCESS FEE 01/01/2022 03/31/2022	695748	LEGAL RESOURCES	N
	9008 BUREAU OF CRIMINAL APPREHENSION		150.00		1 Transactions		
13325	COUNTY OF BROWN - SHERIFF						
90	01-091-000-0000-6271		65.00	SUBPOENA SERVICE 04/19/2022 04/19/2022	2022-189	VICTIM/WITNESS FEES	N
	13325 COUNTY OF BROWN - SHERIFF		65.00		1 Transactions		
13549	COUNTY OF ISANTI - SHERIFF						
92	01-091-000-0000-6271		70.00	SUBPOENA SERVICE 04/11/2022 04/11/2022	15411	VICTIM/WITNESS FEES	N
	13549 COUNTY OF ISANTI - SHERIFF		70.00		1 Transactions		
13555	COUNTY OF KANDIYOHI - SHERIFF						
93	01-091-000-0000-6271		75.74	SUBPOENA SERVICE 04/18/2022 04/18/2022	8601	VICTIM/WITNESS FEES	N
	13555 COUNTY OF KANDIYOHI - SHERIFF		75.74		1 Transactions		
13562	COUNTY OF LYON - SHERIFF						
94	01-091-000-0000-6271		70.00	SUBPOENA SERVICE 04/15/2022 04/15/2022	2022-4620	VICTIM/WITNESS FEES	N
	13562 COUNTY OF LYON - SHERIFF		70.00		1 Transactions		
13800	COUNTY OF RENVILLE						
96	01-091-000-0000-6271		60.00	SUBPOENA SERVICE 04/25/2022 04/25/2022	3570	VICTIM/WITNESS FEES	N
	13800 COUNTY OF RENVILLE		60.00		1 Transactions		
13845	COUNTY OF SCOTT						
97	01-091-000-0000-6271		70.00	SUBPOENA SERVICE 04/08/2022 04/08/2022	4856	VICTIM/WITNESS FEES	N

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
13845	COUNTY OF SCOTT		70.00		1 Transactions		
37640	INNOVATIVE SOLUTIONS LLC						
91	01-091-000-0000-6401		133.57	SHARPIE, PHOTO PAPER, FT, WIPE 04/14/2022 04/20/2022	NB13857	OFFICE SUPPLIES & EQUIPMENT MAI N	
37640	INNOVATIVE SOLUTIONS LLC		133.57		1 Transactions		
68450	OPG3						
95	01-091-000-0000-6401		555.00	WORKFLOW MIGRATE 04/26/2022 04/26/2022	5663	OFFICE SUPPLIES & EQUIPMENT MAI N	
68450	OPG3		555.00		1 Transactions		
82467	SMITH & JOHNSON						
98	01-091-825-2718-6266		3,875.00	2022 APR CONTRACT SVC ARPA7.1 04/01/2022 04/30/2022	STMT	ARPA: COURT APPOINTED ATTORNE Y	
82467	SMITH & JOHNSON		3,875.00		1 Transactions		
91	DEPT Total:		5,124.31	ATTORNEY	10 Vendors	10 Transactions	
101	DEPT			RECORDER			
63900	OFFICE DEPOT						
47	01-101-000-0000-6401		238.77	TONER, CLOCK 04/07/2022 04/07/2022	238070038001	OFFICE SUPPLIES & EQUIPMENT MAI N	
63900	OFFICE DEPOT		238.77		1 Transactions		
101	DEPT Total:		238.77	RECORDER	1 Vendors	1 Transactions	
118	DEPT			COURTHOUSE MAINTENANCE			
13037	COLE PAPERS INC						
7	01-118-000-0000-6410		239.70	MAGIC ERASER, PUMICE, SCREENS 04/12/2022 04/12/2022	10131948	FLOOR & CLEANING SUPPLIES	N
6	01-118-000-0000-6410		38.89	POLISHING PADS 04/07/2022 04/07/2022	10137463	FLOOR & CLEANING SUPPLIES	N
13037	COLE PAPERS INC		278.59		2 Transactions		
83965	SUMMIT COMPANIES						
66	01-118-000-0000-6301		1,060.00	5 YEAR SPRINKLER INSPECTION 04/18/2022 04/18/2026	150014217	EQUIPMENT & BUILDING MAINTENAN N	

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
83965	SUMMIT COMPANIES		1,060.00		1 Transactions		
118	DEPT Total:		1,338.59	COURTHOUSE MAINTENANCE	2 Vendors	3 Transactions	
129	DEPT			VETERAN SERVICE OFFICER			
55642	MARCO TECHNOLOGIES LLC - MO						
35	01-129-000-0000-6401		127.84	04/20-05/20 KONICA LEASE	469898803	OFFICE SUPPLIES & EQUIPMENT MAI	N
				04/20/2022 05/20/2022			
55642	MARCO TECHNOLOGIES LLC - MO		127.84		1 Transactions		
129	DEPT Total:		127.84	VETERAN SERVICE OFFICER	1 Vendors	1 Transactions	
201	DEPT			SHERIFF			
5398	BAUNE/NAOMI						
1	01-201-000-0000-6331		128.64	MILEAGE @ USE OF FORCE TR		MILEAGE	N
				03/15/2022 03/18/2022			
5398	BAUNE/NAOMI		128.64		1 Transactions		
8520	BROWN DDS /TIMOTHY						
70	01-201-000-0000-6355		187.00	INMATE MEDICAL	9923	BOARDING PRISONER MEDICAL EXPI	N
				04/15/2022 04/15/2022			
8520	BROWN DDS /TIMOTHY		187.00		1 Transactions		
9008	BUREAU OF CRIMINAL APPREHENSION						
3	01-201-000-0000-6203		270.00	1ST QTR - CJDN ACCESS FEE	695452	TELE-TERM	N
				01/01/2022 03/31/2022			
9008	BUREAU OF CRIMINAL APPREHENSION		270.00		1 Transactions		
13800	COUNTY OF RENVILLE						
14	01-201-000-0000-6354		20,662.30	2022 MAR - INMATE BOARDING	10579	BOARDING PRISONERS	N
				03/01/2022 03/31/2022			
15	01-201-000-0000-6355		3,554.06	2022 MAR - INMATE MEDICAL	10579	BOARDING PRISONER MEDICAL EXPI	N
				03/01/2022 03/31/2022			
13800	COUNTY OF RENVILLE		24,216.36		2 Transactions		
25810	FLEET SERVICES DIVISION-DEPT OF ADMI						
16	01-201-000-0000-6343		10,850.22	2022 MAR - PATROL CAR LEASE	2022090036	PATROL CAR LEASE	N
				03/01/2022 03/31/2022			

*** Redwood County ***

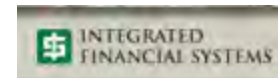


Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
25810	FLEET SERVICES DIVISION-DEPT OF ADMI		10,850.22		1 Transactions		
19	27545 GARCIA CLINICAL LABORATORY 01-201-000-0000-6355		5.00	INMATE MEDICAL - MS 04/19/2022 04/19/2022	60803	BOARDING PRISONER MEDICAL EXPI	Y
	27545 GARCIA CLINICAL LABORATORY		5.00	1 Transactions			
21	33835 HILDEBRANDT/JAMES 01-201-000-0000-6273		130.00	1 DAY BALIFF 04/07/2022 04/07/2022	STMT	BAILIFFS AND SPECIAL EXPENSES	Y
	33835 HILDEBRANDT/JAMES		130.00	1 Transactions			
23	40165 JACOBSON/JASON 01-201-000-0000-6334		14.87	MEAL @ SOTA CON 04/10/2022 04/12/2022		LODGING & EXPENSE	N
	40165 JACOBSON/JASON		14.87	1 Transactions			
39	56140 MED COMPASS INC 01-201-000-0000-6365		60.00	QUANTITATIVE FIT TEST X 2 04/18/2022 04/18/2022	41123	PRE-EMPLOYMENT/MEDICAL EXPENS	6
	56140 MED COMPASS INC		60.00	1 Transactions			
41	58015 MJ MECHANICAL 01-201-000-0000-6301		100.00	REPAIR WATER HEATER - LEC 04/25/2022 04/25/2022	8623	EQUIPMENT & BUILDING MAINTENAN	N
	58015 MJ MECHANICAL		100.00	1 Transactions			
42	57397 MN DEPT OF TRANSPORTATION 01-201-000-0000-6406		4,299.94	2022 ARMER MOTOROLA AGRMT 01/01/2022 12/31/2022	776850	DISPATCH EXPENSES	N
	57397 MN DEPT OF TRANSPORTATION		4,299.94	1 Transactions			
44	24590 NELSONS SALVAGE & TOWING INC 01-201-000-0000-6404		165.00	TOW VEHICLE #22102519 04/18/2022 04/18/2022	027271	INVESTIGATION EXPENSES	N
	24590 NELSONS SALVAGE & TOWING INC		165.00	1 Transactions			
50	71900 PLUNKETTS PEST CONTROL INC 01-201-000-0000-6301		53.00	PEST CONTROL - LEC	7483047	EQUIPMENT & BUILDING MAINTENAN	N

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51	01-201-000-0000-6342		64.90	04/19/2022 04/19/2022 PEST CONTROL - IMPOUND	7483048	IMPOUND BUILDING EXPENSES	N
	71900 PLUNKETTS PEST CONTROL INC		117.90	04/19/2022 04/19/2022 2 Transactions			
54	74900 QUILL CORPORATION 01-201-000-0000-6401		100.96	ENV, DVDR, CD ENV 04/11/2022 04/11/2022	24117076	OFFICE SUPPLIES & EQUIPMENT MAI	N
	74900 QUILL CORPORATION		100.96	1 Transactions			
58	77020 RICKY J'S CAR WASH 01-201-000-0000-6565		39.00	2022 MAR - CAR WASHES 03/01/2022 03/30/2022	79369	PATROL CAR EXPENSES-OWNED	Y
	77020 RICKY J'S CAR WASH		39.00	1 Transactions			
63	80594 SCHROEDER/ANDREW 01-201-000-0000-6334		67.75	MEALS @ ALICE TRAINING 03/28/2022 03/30/2022		LODGING & EXPENSE	N
	80594 SCHROEDER/ANDREW		67.75	1 Transactions			
64	81540 SGI 01-201-000-0000-6354		9,408.00	GUARD DUTY - HOSPITAL 04/11/2022 04/17/2022	5572	BOARDING PRISONERS	N
	81540 SGI		9,408.00	1 Transactions			
65	83302 SOUTHWEST SALES & SERVICE 01-201-000-0000-6343		740.40	TIRES, WIPER BLADES - SQ#11110 04/15/2022 04/15/2022	14111	PATROL CAR LEASE	Y
	83302 SOUTHWEST SALES & SERVICE		740.40	1 Transactions			
67	84015 SUNSET LAW ENFORCEMENT 01-201-000-0000-6302		989.20	AMMUNITION 04/18/2022 04/18/2022	0006320	POLICE EQUIPMENT MAINTENANCE	N
	84015 SUNSET LAW ENFORCEMENT		989.20	1 Transactions			
78	92277 WAKEFIELD/LORI 01-201-000-0000-6273		260.00	2 DAYS BALIFF 03/31/2022 04/07/2022		BAILIFFS AND SPECIAL EXPENSES	Y
79	01-201-000-0000-6273		130.00	1 DAY BALIFF		BAILIFFS AND SPECIAL EXPENSES	Y

*** Redwood County ***

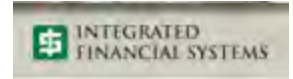


Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

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92277	WAKEFIELD/LORI		390.00	04/13/2022 04/13/2022	2 Transactions		
80	92280 WAKEFIELD/RICK 01-201-000-0000-6273		130.00	1 DAY BALIFF 04/13/2022 04/13/2022		BAILIFFS AND SPECIAL EXPENSES	Y
81	01-201-000-0000-6273		130.00	1 DAY BALIFF 03/31/2022 03/31/2022	2 Transactions	BAILIFFS AND SPECIAL EXPENSES	Y
92280	WAKEFIELD/RICK		260.00				
86	99485 ZIMMERMANN/MITCH 01-201-000-0000-6179		172.18	KNIFE 03/27/2022 03/27/2022	1 Transactions	CLOTHING ALLOWANCE	N
99485	ZIMMERMANN/MITCH		172.18				
201	DEPT Total:		52,712.42	SHERIFF	22 Vendors	26 Transactions	
212	DEPT 13725 COUNTY OF RAMSEY			CORONER			
13	01-212-000-0000-6899		1,577.00	POSTMORTEM EXAM - BR 02/27/2022 02/27/2022	MEDEX - 031807	MISCELLANEOUS	N
12	01-212-000-0000-6899		590.00	POSTMORTEM EXAM - RR 03/03/2022 03/03/2022	MEDEX - 031808	MISCELLANEOUS	N
13725	COUNTY OF RAMSEY		2,167.00		2 Transactions		
43	61503 HILLESTAD FUNERAL SERVICE INC 01-212-000-0000-6899		250.00	REMOVAL & TRANSPORT - 22102519 04/15/2022 04/15/2022	STMT	MISCELLANEOUS	N
61503	HILLESTAD FUNERAL SERVICE INC		250.00		1 Transactions		
212	DEPT Total:		2,417.00	CORONER	2 Vendors	3 Transactions	
255	DEPT 55640 MARCO TECHNOLOGIES LLC - MN			RESTORATIVE JUSTICE			
31	01-255-000-2863-6401		106.25	04/01 HPI LEASE	9811398	RESTORATIVE JUSTICE EXPENSES	N
55640	MARCO TECHNOLOGIES LLC - MN		106.25		1 Transactions		
71350	PIZZA RANCH						

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
48	01-255-000-2863-6401		496.27	2022 MAR - FOOD FOR CIRCLE 03/07/2022 03/17/2022		RESTORATIVE JUSTICE EXPENSES	N
	71350 PIZZA RANCH		496.27		1 Transactions		
255	DEPT Total:		602.52	RESTORATIVE JUSTICE	2 Vendors	2 Transactions	
281	DEPT 71900 PLUNKETTS PEST CONTROL INC			EMERGENCY MANAGEMENT			
52	01-281-000-0000-6291		57.32	PEST CONTROL - EM 04/19/2022 04/19/2022	7483046	PROFESSIONAL & TECH SERVICES	N
	71900 PLUNKETTS PEST CONTROL INC		57.32		1 Transactions		
281	DEPT Total:		57.32	EMERGENCY MANAGEMENT	1 Vendors	1 Transactions	
503	DEPT 76160 REDWOOD COUNTY AG SOCIETY			OTHER CULTURE & RECREATION			
55	01-503-000-0000-6801		36,000.00	2022 APPROPRIATIONS 01/01/2022 12/31/2022	STMT	OTHER CULT & REC - APPROPRIATIO	N
	76160 REDWOOD COUNTY AG SOCIETY		36,000.00		1 Transactions		
503	DEPT Total:		36,000.00	OTHER CULTURE & RECREATION	1 Vendors	1 Transactions	
520	DEPT 26985 FRICKE ENVIRONMENTAL COMPANY			PARKS			
18	01-520-000-0000-6301		240.00	PUMPED BATH HOUSE 04/26/2022 04/26/2022	210180	EQUIPMENT & BUILDING MAINTENAN	N
	26985 FRICKE ENVIRONMENTAL COMPANY		240.00		1 Transactions		
	43095 JOHN DEERE FINANCIAL						
26	01-520-000-0000-6301		981.19	REPAIR 03/31/2022 03/31/2022	11570505.82518	EQUIPMENT & BUILDING MAINTENAN	N
	43095 JOHN DEERE FINANCIAL		981.19		1 Transactions		
	99250 ZEP SALES & SERVICE						
84	01-520-000-0000-6301		1,189.00	CLEANERS, GARBAGE BAGS 04/25/2022 04/25/2022	9007337566	EQUIPMENT & BUILDING MAINTENAN	N
	99250 ZEP SALES & SERVICE		1,189.00		1 Transactions		

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
520	DEPT Total:		2,410.19	PARKS	3 Vendors	3 Transactions	
601	DEPT			AGRICULTURAL INSPECTION			
2	8555 BROZEK/NICHOLAS W 01-601-000-0000-6331		20.01	MILEAGE @ SEPTIC INSPECTION 04/12/2022 04/12/2022		MILEAGE	N
	8555 BROZEK/NICHOLAS W		20.01	1 Transactions			
10	13055 COLUMN SOFTWARE PBC 01-601-000-0000-6282		152.07	CUP- LUND, DUININCK 04/26/2022 04/26/2022	CEACC7F9-18.6	PLANNING/ZONING COMMITTEE EXPI	Y
	13055 COLUMN SOFTWARE PBC		152.07	1 Transactions			
11	13187 COORDINATED BUSINESS SYSTEMS LTD 01-601-000-0000-6401		104.14	03/24-04/23 COPIER LEASE 03/24/2022 04/23/2022	216656	OFFICE SUPPLIES & EQUIPMENT MAI	N
	13187 COORDINATED BUSINESS SYSTEMS LTD		104.14	1 Transactions			
22	34625 HUSEBY/JEFF 01-601-000-0000-6282		87.44	04/05 PLANNING COMMISSION MTG 04/05/2022 04/05/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	34625 HUSEBY/JEFF		87.44	1 Transactions			
27	45705 KAUFENBERG/MICHAEL 01-601-000-0000-6282		52.34	04/05 PLANNING COMMISSION MTG 04/05/2022 04/05/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	45705 KAUFENBERG/MICHAEL		52.34	1 Transactions			
29	55362 MADSEN/MARK W 01-601-000-0000-6282		70.48	04/05 PLANNING COMMISSION MTGT 04/05/2022 04/05/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	55362 MADSEN/MARK W		70.48	1 Transactions			
62	80512 SCHEFFLER/MICHAEL D 01-601-000-0000-6282		76.91	04/05 PLANNING COMMISSION MTG 04/05/2022 04/05/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	80512 SCHEFFLER/MICHAEL D		76.91	1 Transactions			
	99100 ZEUG/DEVONNA						

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
85	01-601-000-0000-6282		83.93	04/05 PLANNING COMMISSION MTG 04/05/2022 04/05/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	99100 ZEUG/DEVONNA		83.93		1 Transactions		
601	DEPT Total:		647.32	AGRICULTURAL INSPECTION	8 Vendors	8 Transactions	
602	DEPT			EXTENSION			
55435	MALMBERG/MERNA						
36	01-602-000-0000-6282		100.31	04/26 EXT MEETING & MILEAGE 04/26/2022 04/26/2022		COMMITTEE EXPENSE	Y
	55435 MALMBERG/MERNA		100.31		1 Transactions		
999999930	MATHIOWETZ/TALANA						
37	01-602-000-0000-6282		60.53	04/26 EXT MEETING & MILEAGE 04/26/2022 04/26/2022		COMMITTEE EXPENSE	N
	999999930 MATHIOWETZ/TALANA		60.53		1 Transactions		
61683	NETZKE/CAROLINE						
45	01-602-000-0000-6282		76.91	04/26 EXT MEETING & MILEAGE 04/26/2022 04/26/2022		COMMITTEE EXPENSE	Y
	61683 NETZKE/CAROLINE		76.91		1 Transactions		
64205	O'LEARY/LORI						
46	01-602-000-0000-6282		50.00	04/26 EXT MEETING & MILEAGE 04/26/2022 04/26/2022		COMMITTEE EXPENSE	Y
	64205 O'LEARY/LORI		50.00		1 Transactions		
76778	REGENTS OF THE UNIVERSITY OF MINNES						
56	01-602-000-0000-6275		22,764.08	2022 JAN-MAR - MOA BILLING 01/01/2022 03/31/2022	03-29232	CONTRACTED SALARIES	N
	76778 REGENTS OF THE UNIVERSITY OF MINNES		22,764.08		1 Transactions		
86661	THOMAS/MARY						
68	01-602-000-0000-6282		68.72	04/26 EXT MEETING & MILEAGE 04/26/2022 04/26/2022		COMMITTEE EXPENSE	Y
	86661 THOMAS/MARY		68.72		1 Transactions		

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
602	DEPT Total:		23,120.55	EXTENSION	6 Vendors	6 Transactions	
620	DEPT			SOIL AND WATER CONSERVATION DIST			
55780	MAURER/RICHARD J						
38	01-620-000-0000-6899		140.08	04/13 S&W MEETING 04/13/2022 04/13/2022		SUPERVISOR EXPENSES	Y
	55780 MAURER/RICHARD J		140.08		1 Transactions		
71404	PLAETZ/JOSEPH						
49	01-620-000-0000-6899		154.00	04/13 S&W MEETING 04/13/2022 04/13/2022		SUPERVISOR EXPENSES	Y
	71404 PLAETZ/JOSEPH		154.00		1 Transactions		
72383	POTTER/JEFFERY J						
53	01-620-000-0000-6899		84.86	04/13 S&W MEETING 04/13/2022 04/13/2022		SUPERVISOR EXPENSES	Y
	72383 POTTER/JEFFERY J		84.86		1 Transactions		
77020	RICKY J'S CAR WASH						
57	01-620-000-0000-6564		12.00	2022 MAR - CAR WASHES 03/18/2022 03/18/2022	79370	VEHICLE EXPENSES	Y
	77020 RICKY J'S CAR WASH		12.00		1 Transactions		
87123	TIMM/BRIAN						
71	01-620-000-0000-6899		301.04	04/07&04/13 S&W MEETINGS 04/07/2022 04/13/2022		SUPERVISOR EXPENSES	Y
	87123 TIMM/BRIAN		301.04		1 Transactions		
88135	TOTAL GLASS INC						
72	01-620-000-0000-6564		65.00	REPAIR WINDSHIELD - F150 04/18/2022 04/18/2022	19311	VEHICLE EXPENSES	N
	88135 TOTAL GLASS INC		65.00		1 Transactions		
999999930	WADENA SWCD						
77	01-620-000-0000-6242		95.00	REG @ SWCD ADMIN SESSION 06/29/2022 06/30/2022	STMT	DUES & REGISTRATION	N
	999999930 WADENA SWCD		95.00		1 Transactions		

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*** Redwood County ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099
620	DEPT Total:				851.98	SOIL AND WATER CONSERVATION DIST		7 Vendors		7 Transactions	
704	DEPT					OTHER ECONOMIC DEVELOPMENT					
	55438	MANTHEI/JEFFREY OWEN									
30		01-704-000-0000-6282			50.00	03/09 EDA MEETING				EDA BOARD EXPENSE (PER DIEMS)	Y
						03/09/2022	03/09/2022			1 Transactions	
	55438	MANTHEI/JEFFREY OWEN			50.00						
704	DEPT Total:				50.00	OTHER ECONOMIC DEVELOPMENT		1 Vendors		1 Transactions	
1	Fund Total:				141,818.04	GENERAL				95 Transactions	

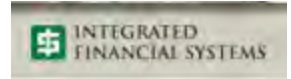
*** Redwood County ***



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
119	DEPT			BUILDINGS AND PLANT			
11570	CHOSEN VALLEY TESTING						
99	10-119-000-2720-6619		909.00	FIRESTOPPING 04/10/2022 04/10/2022	44314	ADDITION: JUSTICE CENTER	N
	11570 CHOSEN VALLEY TESTING		909.00	1 Transactions			
11965	CITY OF REDWOOD FALLS						
100	10-119-000-2720-6619		2,696.77	WATER METER 04/10/2022 04/10/2022	202203208941	ADDITION: JUSTICE CENTER	N
	11965 CITY OF REDWOOD FALLS		2,696.77	1 Transactions			
13055	COLUMN SOFTWARE PBC						
101	10-119-000-2720-6619		573.83	COURTHOUSE DEMO AD 04/21/2022 04/21/2022	6C6C1177-5	ADDITION: JUSTICE CENTER	Y
	13055 COLUMN SOFTWARE PBC		573.83	1 Transactions			
13081	COMMUNITY ELECTRIC INC						
102	10-119-000-2720-6619		94,368.96	PAY APP #8 04/10/2022 04/10/2022		ADDITION: JUSTICE CENTER	N
	13081 COMMUNITY ELECTRIC INC		94,368.96	1 Transactions			
13172	CONTEGRITY GROUP INC						
104	10-119-000-2720-6619		11,014.00	CONSTRUCTION MANAGEMENT - JC 04/10/2022 04/10/2022	2022066	ADDITION: JUSTICE CENTER	N
103	10-119-000-2720-6619		17,482.10	GENERAL CONDITIONS - JC 04/10/2022 04/10/2022	2022067	ADDITION: JUSTICE CENTER	N
	13172 CONTEGRITY GROUP INC		28,496.10	2 Transactions			
20730	ECOWATER SYSTEMS						
105	10-119-000-2720-6619		41.00	WATER DELIVERY, COOLER RENTAL 04/10/2022 04/10/2022	92629.93166	ADDITION: JUSTICE CENTER	N
	20730 ECOWATER SYSTEMS		41.00	1 Transactions			
26516	FORD METRO INC						
106	10-119-000-2720-6619		44,488.50	PAY APP #5 04/10/2022 04/10/2022		ADDITION: JUSTICE CENTER	N
	26516 FORD METRO INC		44,488.50	1 Transactions			
27425	G & R CONTROLS						

*** Redwood County ***



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
107	10-119-000-2720-6619		9,880.00	PAY APP #12 04/10/2022		ADDITION: JUSTICE CENTER	N
	27425 G & R CONTROLS		9,880.00		1 Transactions		
108	27465 GAG SHEET METAL INC 10-119-000-2720-6619		29,592.50	PAY APP #10 CAT #25 04/10/2022		ADDITION: JUSTICE CENTER	N
109	10-119-000-2720-6619		4,636.95	PAY APP #8 CAT #11 04/10/2022		ADDITION: JUSTICE CENTER	N
	27465 GAG SHEET METAL INC		34,229.45		2 Transactions		
110	31609 GUNION PAINTING LLC 10-119-000-2720-6619		9,025.00	PAY APP #2 04/10/2022		ADDITION: JUSTICE CENTER	Y
	31609 GUNION PAINTING LLC		9,025.00		1 Transactions		
111	39509 J & K MASONRY 10-119-000-2720-6619		25,224.40	PAY APP #9 04/10/2022		ADDITION: JUSTICE CENTER	N
	39509 J & K MASONRY		25,224.40		1 Transactions		
112	46330 KENDELL DOORS & HARDWARE 10-119-000-2720-6619		65,969.63	PAY APP #4 04/10/2022		ADDITION: JUSTICE CENTER	N
	46330 KENDELL DOORS & HARDWARE		65,969.63		1 Transactions		
113	50251 LAKES GAS CO 10-119-000-2720-6619		2,795.50	BULK LP 04/10/2022	1672898	ADDITION: JUSTICE CENTER	N
	50251 LAKES GAS CO		2,795.50		1 Transactions		
114	55669 MARSHALL MACHINE SHOP INC 10-119-000-2720-6619		60,610.00	PAY APP #3 04/10/2022		ADDITION: JUSTICE CENTER	N
	55669 MARSHALL MACHINE SHOP INC		60,610.00		1 Transactions		
115	55699 MASTERS PLUMBING HEATING & COOLING 10-119-000-2720-6619		35,470.52	PAY APP #14 04/10/2022		ADDITION: JUSTICE CENTER	N

*** Redwood County ***



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
55699	MASTERS PLUMBING HEATING & COOLING		35,470.52		1 Transactions		
70006	PATRIOT ERECTORS INC						
116	10-119-000-2720-6619		13,895.65	PAY APP #6 04/10/2022	04/10/2022	ADDITION: JUSTICE CENTER	N
70006	PATRIOT ERECTORS INC		13,895.65		1 Transactions		
76150	REDWOOD BUILDING CENTER INC						
117	10-119-000-2720-6619		750.59	DOOR FRAMES, STAIR TREADS 04/10/2022	2203-013401 04/10/2022	ADDITION: JUSTICE CENTER	N
76150	REDWOOD BUILDING CENTER INC		750.59		1 Transactions		
78819	RTL CONSTRUCTION INC						
118	10-119-000-2720-6619		20,826.53	PAY APP #8 04/10/2022	04/10/2022	ADDITION: JUSTICE CENTER	N
78819	RTL CONSTRUCTION INC		20,826.53		1 Transactions		
80514	SCHINDLER ELEVATOR CORPORATION						
119	10-119-000-2720-6619		72,401.13	PAY APP #2 04/10/2022	04/10/2022	ADDITION: JUSTICE CENTER	N
80514	SCHINDLER ELEVATOR CORPORATION		72,401.13		1 Transactions		
83297	SOUTHWEST SANITATION INC						
120	10-119-000-2720-6619		1,820.24	ROLL OFF CONTAINER 04/10/2022	48886 04/10/2022	ADDITION: JUSTICE CENTER	N
83297	SOUTHWEST SANITATION INC		1,820.24		1 Transactions		
83965	SUMMIT COMPANIES						
121	10-119-000-2720-6619		1,980.75	PAY APP #4 04/10/2022	04/10/2022	ADDITION: JUSTICE CENTER	N
83965	SUMMIT COMPANIES		1,980.75		1 Transactions		
119	DEPT Total:		526,453.55	BUILDINGS AND PLANT	21 Vendors	23 Transactions	
10	Fund Total:		526,453.55	BUILDING FUND		23 Transactions	

*** Redwood County ***

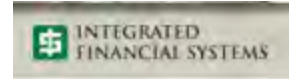


Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			DITCH MAINTENANCE			
13055	COLUMN SOFTWARE PBC						
123	15-611-000-0000-6899		320.56	LEGALS - CD 52 LAT 87 04/25/2022 04/25/2022	CEACC7F9-14	MISCELLANEOUS	Y
122	15-611-000-0000-6899		294.95	LEGALS - CD48 04/25/2022 04/25/2022	CEACC7F9-15	MISCELLANEOUS	Y
124	15-611-000-0000-6899		96.71	LEGALS - JD6 & 20A 04/25/2022 04/25/2022	CEACC7F9-17	MISCELLANEOUS	Y
13055	COLUMN SOFTWARE PBC		712.22	3 Transactions			
13187	COORDINATED BUSINESS SYSTEMS LTD						
125	15-611-000-0000-6401		104.13	03/24-04/23 COPIER LEASE 03/24/2022 04/23/2022	216656	OFFICE SUPPLIES & EQUIPMENT MAI N	
13187	COORDINATED BUSINESS SYSTEMS LTD		104.13	1 Transactions			
82414	JONES HAUGH SMITH						
127	15-611-000-0000-6899		250.00	CD 52 PROFESSIONAL SERVICES 04/12/2022 04/12/2022	42870	MISCELLANEOUS	N
126	15-611-000-0000-6899		250.00	CD 20 PROFESSIONAL SERVICES 04/12/2022 04/12/2022	42871	MISCELLANEOUS	N
82414	JONES HAUGH SMITH		500.00	2 Transactions			
77350	RINKE-NOONAN						
128	15-611-000-0000-6899		200.00	2022 MAR - RETAINER FEE 03/01/2022 03/31/2022	340894	MISCELLANEOUS	Y
77350	RINKE-NOONAN		200.00	1 Transactions			
80087	SALFER/JIM						
129	15-611-000-0000-6331		55.58	2022 APR - MILEAGE 04/04/2022 04/12/2022		MILEAGE	N
80087	SALFER/JIM		55.58	1 Transactions			
80680	SCHUELLER/JOHN						
130	15-611-000-0000-6899		6,004.77	CD 64 DITCH VIEWING 03/22/2022 03/22/2022		MISCELLANEOUS	Y
80680	SCHUELLER/JOHN		6,004.77	1 Transactions			
91122	VANHEE/ROBERT						
131	15-611-000-0000-6331		46.80	2022 APR - MILEAGE		MILEAGE	N

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15 DITCH

*** Redwood County ***



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
91122	VANHEE/ROBERT		46.80	04/12/2022 04/12/2022	1 Transactions		
95157	WOLD/SCOTT						
132	15-611-000-0000-6334		52.31	MEALS @ JD 15 MEETING		LODGING & EXPENSE	N
95157	WOLD/SCOTT		52.31	04/06/2022 04/06/2022	1 Transactions		
611	DEPT Total:		7,675.81	DITCH MAINTENANCE	8 Vendors	11 Transactions	
15	Fund Total:		7,675.81	DITCH		11 Transactions	

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*** **Redwood County** ***



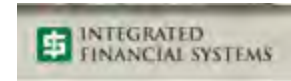
Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

22 SOLID WASTE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
391	DEPT			SOLID WASTE			
	80087 SALFER/JIM						
133	22-391-000-0000-6331		20.48	2022 MAR - MILEAGE 03/09/2022 03/09/2022		MILEAGE	N
	80087 SALFER/JIM		20.48		1 Transactions		
391	DEPT Total:		20.48	SOLID WASTE	1 Vendors	1 Transactions	
22	Fund Total:		20.48	SOLID WASTE		1 Transactions	

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*** **Redwood County** ***



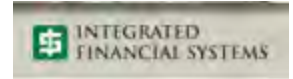
Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
10059	CAPITAL ONE BANK (USA), N.A.						
4	73-801-000-0000-6178		11.30	MUNCH BETTER 04/15/2022 04/15/2022	635813	EMPLOYEE WELLNESS	N
	10059 CAPITAL ONE BANK (USA), N.A.		11.30	1 Transactions			
78023	RIVER BEND THERAPEUTIC MASSAGE LLC						
59	73-801-000-0000-6178		200.00	04/12 CHAIR MASSAGES 04/12/2022 04/12/2022	STMT	EMPLOYEE WELLNESS	Y
60	73-801-000-0000-6178		300.00	04/14 CHAIR MASSAGES 04/14/2022 04/14/2022	STMT	EMPLOYEE WELLNESS	Y
	78023 RIVER BEND THERAPEUTIC MASSAGE LLC		500.00	2 Transactions			
801	DEPT Total:		511.30	NON-DEPARTMENTAL	2 Vendors	3 Transactions	
73	Fund Total:		511.30	INSURANCE		3 Transactions	

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 80 STATE REVENUE

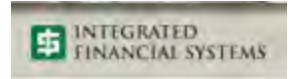
*** **Redwood County** ***



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
0	DEPT			...			
9008	BUREAU OF CRIMINAL APPREHENSION						
134	80-000-000-0000-2410		565.00	PERMIT TO CARRY - 43N27R 01/06/2022 03/28/2022	64-72	PERMIT TO CARRY - STATE'S SHARE	N
9008	BUREAU OF CRIMINAL APPREHENSION		565.00	1 Transactions			
0	DEPT Total:		565.00	...	1 Vendors	1 Transactions	
80	Fund Total:		565.00	STATE REVENUE		1 Transactions	
	Final Total:		677,044.18	117 Vendors	134 Transactions		

*** Redwood County ***



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	141,818.04	GENERAL
10	526,453.55	BUILDING FUND
15	7,675.81	DITCH
22	20.48	SOLID WASTE
73	511.30	INSURANCE
80	565.00	STATE REVENUE
All Funds	677,044.18	Total

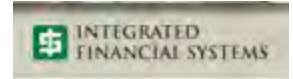
Approved by,

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*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break 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

*** **Redwood County** ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
31	DEPT			COUNTY ADMINISTRATION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
30	01-031-000-0000-6564		66.00	FUEL @ AMC CON 04/01/2022 04/01/2022		COUNTY VEHICLE EXPENSE	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		66.00		1 Transactions		
31	DEPT Total:		66.00	COUNTY ADMINISTRATION	1 Vendors	1 Transactions	
42	DEPT			ASSESSOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
44	01-042-000-0000-6242		250.00	REG @ MAAO SUMMER SESS - KW 05/25/2022 05/26/2022	0240	DUES & REGISTRATION FEES	N
43	01-042-000-0000-6242		250.00	REG @ MAAO SUMMER SESS - JJ 05/25/2022 05/26/2022	0246	DUES & REGISTRATION FEES	N
42	01-042-000-0000-6242		250.00	REG @ MAAO SUMMER SESS - BZ 05/25/2022 05/26/2022	0252	DUES & REGISTRATION FEES	N
45	01-042-000-0000-6242		250.00	REG @ MAAO SUMMER SESS - JT 05/25/2022 05/26/2022	0259	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,000.00		4 Transactions		
42	DEPT Total:		1,000.00	ASSESSOR	1 Vendors	4 Transactions	
61	DEPT			ADMINISTRATOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
31	01-061-000-0000-6334		339.56	LODGING @ LEADERSHIP CON - VK 03/30/2022 04/01/2022	18399465-1	LODGING & EXPENSE	N
39	01-061-000-0000-6401		10.99	TAPE 04/18/2022 04/18/2022	2030615 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
24	01-061-000-0000-6242		23.88	ADOBE RENEWAL 03/25/2022 03/25/2022	2135785331	DUES & REGISTRATION FEES	N
32	01-061-000-0000-6334		339.56	LODGING @ LEADERSHIP CON - PB 03/30/2022 04/01/2022	45490271-1	LODGING & EXPENSE	N
37	01-061-000-0000-6242		60.00	AMAZON PRIME MEMBERSHIP 04/15/2022 04/15/2022	5418328262401 2425	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		773.99		5 Transactions		
61	DEPT Total:		773.99	ADMINISTRATOR	1 Vendors	5 Transactions	

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
64	DEPT 21275	ELAN CORPORATE PAYMENT SYSTEMS		COMPUTER			
22	01-064-000-0000-6264		160.96	ZOOM RENEWAL 03/24/2022 03/23/2023	139709247	PROGRAMMING EXPENSES	N
27	01-064-000-0000-6401		89.99	DVD WRITER 03/28/2022 03/28/2022	3691410 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
38	01-064-000-0000-6242		60.00	AMAZON PRIME MEMBERSHIP 04/15/2022 04/15/2022	5418328262401 2425	DUES & REGISTRATION FEES	N
33	01-064-000-0000-6401		27.98	USBS 04/04/2022 04/04/2022	7570618 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275	ELAN CORPORATE PAYMENT SYSTEMS	338.93		4	Transactions	
64	DEPT Total:		338.93	COMPUTER	1 Vendors	4 Transactions	
91	DEPT 21275	ELAN CORPORATE PAYMENT SYSTEMS		ATTORNEY			
12	01-091-000-0000-6242		10.00	REG @ CLE - AB 04/18/2022 04/18/2022		DUES & REGISTRATION FEES	N
13	01-091-000-0000-6242		0.22	REG @ CLE - AB 04/18/2022 04/18/2022		DUES & REGISTRATION FEES	N
10	01-091-000-0000-6425		26.95	POSTAGE 03/23/2022 03/23/2022		POSTAGE	N
11	01-091-000-2769-6401		83.79	CVS DISPLAYS 03/30/2022 03/30/2022		OFFICE & PROGRAM EXPENSES	N
34	01-091-000-0000-6401		14.59	POWER POINT CLICKER 04/08/2022 04/08/2022	0767464 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
41	01-091-000-0000-6401		44.99	PADDED ENVELOPES 04/20/2022 04/20/2022	1893842 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
29	01-091-000-0000-6401		23.97	PENS, LABELS 03/28/2022 03/28/2022	2089021 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
28	01-091-000-0000-6401		7.49	STICKY NOTES 03/28/2022 03/28/2022	4896219 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275	ELAN CORPORATE PAYMENT SYSTEMS	212.00		8	Transactions	
91	DEPT Total:		212.00	ATTORNEY	1 Vendors	8 Transactions	
118	DEPT 21275	ELAN CORPORATE PAYMENT SYSTEMS		COURTHOUSE MAINTENANCE			

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	01-118-000-0000-6301		400.91	SENSOR FAUCETS 04/08/2022 04/08/2022	2519431 2425	EQUIPMENT & BUILDING MAINTENAN	N
3	01-118-000-0000-6301		83.40	VACUUM PARTS 04/08/2022 04/08/2022	4621854 2425	EQUIPMENT & BUILDING MAINTENAN	N
1	01-118-000-0000-6301		86.00	VACUUM HOSES 04/08/2022 04/08/2022	6543433 2425	EQUIPMENT & BUILDING MAINTENAN	N
21275 ELAN CORPORATE PAYMENT SYSTEMS			570.31	3 Transactions			
118	DEPT Total:		570.31	COURTHOUSE MAINTENANCE	1 Vendors	3 Transactions	
129	DEPT			VETERAN SERVICE OFFICER			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
77	01-129-000-0000-6401		9.99	FRAUD 04/19/2022 04/19/2022		OFFICE SUPPLIES & EQUIPMENT MAI	N
21	01-129-000-0000-6401		42.96	MONITOR RISER, CHARGER CORD 03/23/2022 03/23/2022	0349839 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
73	01-129-000-0000-6401		895.31	OFFICE CHAIR 04/14/2022 04/14/2022	129397	OFFICE SUPPLIES & EQUIPMENT MAI	N
78	01-129-000-0000-6401		189.40	SHREDDER 04/19/2022 04/19/2022	24576660	OFFICE SUPPLIES & EQUIPMENT MAI	N
79	01-129-000-2751-6401		305.73	SHREDDER 04/19/2022 04/19/2022	24576660	OFFICE SUPPLIES	N
74	01-129-000-2751-6401		119.65	VA LAWS RULES & REGS 04/18/2022 04/18/2022	31012116	OFFICE SUPPLIES	N
75	01-129-000-2751-6401		285.72	VA MANUAL 04/19/2022 04/19/2022	31012124	OFFICE SUPPLIES	N
76	01-129-000-2751-6401		52.51	MIA FLAG 04/19/2022 04/19/2022	44453501	OFFICE SUPPLIES	N
21275 ELAN CORPORATE PAYMENT SYSTEMS			1,901.27	8 Transactions			
129	DEPT Total:		1,901.27	VETERAN SERVICE OFFICER	1 Vendors	8 Transactions	
201	DEPT			SHERIFF			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
71	01-201-000-0000-6356		57.40	INMATE MEAL 04/15/2022 04/15/2022		BOARDING PRISONER MEAL EXPENS	N
51	01-201-000-0000-6401		20.15	POSTAGE 04/01/2022 04/01/2022		OFFICE SUPPLIES & EQUIPMENT MAI	N

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
65	01-201-000-0000-6401		11.45	POSTAGE 03/24/2022 03/24/2022		OFFICE SUPPLIES & EQUIPMENT MAI	N
66	01-201-000-0000-6401		9.70	POSTAGE 03/25/2022 03/25/2022		OFFICE SUPPLIES & EQUIPMENT MAI	N
48	01-201-000-0000-6242		350.00	REG @ SOTA CON - MZ 04/12/2022 04/12/2022	01480	DUES & REGISTRATION FEES	N
58	01-201-000-0000-6406		13.99	CABLES 04/06/2022 04/06/2022	2533858 2425	DISPATCH EXPENSES	N
64	01-201-000-0000-6401		379.89	PRINTER 04/11/2022 04/11/2022	2554627 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
72	01-201-000-0000-6242		295.00	REG @ MSA SHERIFF SUMMER CON 04/18/2022 04/18/2022	259820	DUES & REGISTRATION FEES	N
63	01-201-000-0000-6242		325.00	REG @ TRAINING - KT 05/23/2022 05/24/2022	261909	DUES & REGISTRATION FEES	N
61	01-201-000-0000-6401		108.86	TONER 04/11/2022 04/11/2022	3215457 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
46	01-201-000-0000-6401		264.26	OFFICE CHAIR 03/22/2022 03/22/2022	4056254 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
49	01-201-000-0000-6401		85.99	THUMB DRIVES 03/29/2022 03/29/2022	5490609	OFFICE SUPPLIES & EQUIPMENT MAI	N
62	01-201-000-0000-6334		216.24	LODGING @ TRAINING - JJ 04/10/2022 04/12/2022	571176	LODGING & EXPENSE	N
68	01-201-000-0000-6334		324.36	LODGING @ TRAINING - MC 04/09/2022 04/12/2022	571429	LODGING & EXPENSE	N
67	01-201-000-0000-6334		324.36	LODGING @ TRAINING - MZ 04/09/2022 04/12/2022	573453	LODGING & EXPENSE	N
60	01-201-000-0000-6406		1,595.98	MONITORS 04/06/2022 04/06/2022	6144205 2425	DISPATCH EXPENSES	N
55	01-201-000-0000-6401		75.00	EMPLOYEE ID CARDS 04/04/2022 04/04/2022	644513	OFFICE SUPPLIES & EQUIPMENT MAI	N
50	01-201-000-0000-6401		72.99	THUMB DRIVES 03/29/2022 03/29/2022	8386613 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
59	01-201-000-0000-6406		67.98	MOUNTS 04/06/2022 04/06/2022	8545019 2425	DISPATCH EXPENSES	N
69	01-201-000-0000-6242		90.00	LICENSE RENEWAL - MC 04/14/2022 04/14/2022	MLSPOS-104140	DUES & REGISTRATION FEES	N
70	01-201-000-0000-6242		1.94	LICENSE RENEWAL - MC 04/14/2022 04/14/2022	MLSPOS-104140	DUES & REGISTRATION FEES	N

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21275	ELAN CORPORATE PAYMENT SYSTEMS		4,690.54		21 Transactions		
201	DEPT Total:		4,690.54	SHERIFF	1 Vendors	21 Transactions	
249	DEPT			OTHER PUBLIC SAFETY			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
52	01-249-000-2815-6802		107.50	CANTEEN 04/01/2022 04/01/2022		CANTEEN EXPENSES	N
53	01-249-000-2815-6802		26.90	CANTEEN 04/04/2022 04/04/2022	0993030 2425	CANTEEN EXPENSES	N
57	01-249-000-2815-6802		19.99	CDL TRAINING BOOK 04/05/2022 04/05/2022	3928231 2425	CANTEEN EXPENSES	N
54	01-249-000-2815-6802		41.95	CANTEEN 04/04/2022 04/04/2022	4879412 2425	CANTEEN EXPENSES	N
56	01-249-000-2815-6802		25.98	CANTEEN 04/05/2022 04/05/2022	7165806 2425	CANTEEN EXPENSES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		222.32		5 Transactions		
249	DEPT Total:		222.32	OTHER PUBLIC SAFETY	1 Vendors	5 Transactions	
281	DEPT			EMERGENCY MANAGEMENT			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
47	01-281-000-0000-6401		264.26	OFFICE CHAIR 03/25/2022 03/25/2022	0251435 2425	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		264.26		1 Transactions		
281	DEPT Total:		264.26	EMERGENCY MANAGEMENT	1 Vendors	1 Transactions	
520	DEPT			PARKS			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
16	01-520-000-0000-6301		17.99	CAUTION TAPE 03/28/2022 03/28/2022	3141029 2425	EQUIPMENT & BUILDING MAINTENANCE	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		17.99		1 Transactions		
520	DEPT Total:		17.99	PARKS	1 Vendors	1 Transactions	
601	DEPT			AGRICULTURAL INSPECTION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
19	01-601-000-0000-6242		39.87-	REFUND - PRIME SUBSCRIPTION 04/21/2022 04/21/2022	2425	DUES & REGISTRATION FEES	N
17	01-601-000-0000-6401		14.75	POSTAGE 04/06/2022 04/06/2022		OFFICE SUPPLIES & EQUIPMENT MAI	N
15	01-601-000-0000-6242		545.00	REG @ MN CLE - NB 03/24/2022 03/24/2022	1092712	DUES & REGISTRATION FEES	N
18	01-601-000-0000-6242		545.00	REG @ MN CLE - SW 04/08/2022 04/08/2022	1095918	DUES & REGISTRATION FEES	N
14	01-601-000-0000-6242		16.09	TELECOM SOFTWARE - ZOOM 03/23/2022 04/22/2022	139469828	DUES & REGISTRATION FEES	N
36	01-601-000-0000-6242		59.00	AMAZON PRIME MEMBERSHIP 04/15/2022 04/15/2022	5418328262401 2425	DUES & REGISTRATION FEES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		1,139.97	6 Transactions			
601	DEPT Total:		1,139.97	AGRICULTURAL INSPECTION	1 Vendors	6 Transactions	
620	DEPT			SOIL AND WATER CONSERVATION DISTI			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
80	01-620-000-0000-6401		8.50	POSTAGE 03/23/2022 03/23/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
82	01-620-000-0000-6401		8.76	POSTAGE 03/24/2022 03/24/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
83	01-620-000-0000-6401		5.28	POSTAGE 03/31/2022 03/31/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
85	01-620-000-0000-6401		14.28	POSTAGE 04/08/2022 04/08/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
86	01-620-000-0000-6401		8.16	POSTAGE 04/12/2022 04/12/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
87	01-620-000-0000-6401		8.56	POSTAGE 04/14/2022 04/14/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
88	01-620-000-0000-6401		73.57	CUSTOM BANNER 04/20/2022 04/20/2022	16096	OFFICE SUPPLIES & EQUIP MNTCE	N
81	01-620-000-0000-6401		964.30	PROMOTIONAL CAN KOOZIES 03/23/2022 03/23/2022	26880065	OFFICE SUPPLIES & EQUIP MNTCE	N
84	01-620-000-0000-6401		672.13	PROMOTIONAL POCKET FOLDERS 03/30/2022 03/30/2022	9811185	OFFICE SUPPLIES & EQUIP MNTCE	N
89	01-620-000-0000-6334		159.99	DEPOSIT @ SWCD ADMIN MTG - JP 06/28/2022 06/30/2022	R9E77E	LODGING & EXPENSE	N

RACHELW
4/28/22 3:07PM

*** Redwood County ***



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
21275	ELAN CORPORATE PAYMENT SYSTEMS		1,923.53	10 Transactions			
620	DEPT Total:		1,923.53	SOIL AND WATER CONSERVATION DIST	1 Vendors		10 Transactions
1	Fund Total:		13,121.11	GENERAL			77 Transactions

*** Redwood County ***

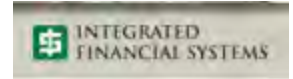


Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
301	DEPT			ROAD & BRIDGE ADMINISTRATION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
5	03-301-000-0000-6332		50.00	PESTICIDE CERT MANUAL 03/29/2022 03/29/2022	2790526	STAFF DEVELOPMENT	N
6	03-301-000-0000-6401		49.95	LAMINATED MAP, BULLETIN BOARD 03/29/2022 03/29/2022	7489825 2425	OFFICE SUPPLIES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		99.95	2 Transactions			
301	DEPT Total:		99.95	ROAD & BRIDGE ADMINISTRATION	1 Vendors	2 Transactions	
310	DEPT			HIGHWAY MAINTENANCE			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
4	03-310-000-0000-6501		419.97	HEADSETS 03/24/2022 03/24/2022	3510615 2425	ROAD MAINTENANCE SUPPLIES & M/	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		419.97	1 Transactions			
310	DEPT Total:		419.97	HIGHWAY MAINTENANCE	1 Vendors	1 Transactions	
320	DEPT			HIGHWAY CONSTRUCTION & ENGINEER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
7	03-320-000-0000-6505		12.95	EXPRESS VPN 04/02/2022 05/02/2022	040292156288	ENG. & CONST.MATERIALS & SUPPLI	N
8	03-320-000-0000-6505		109.99	OFFICE SOFTWARE 04/14/2022 04/14/2022	2995455 2425	ENG. & CONST.MATERIALS & SUPPLI	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		122.94	2 Transactions			
320	DEPT Total:		122.94	HIGHWAY CONSTRUCTION & ENGINEER	1 Vendors	2 Transactions	
330	DEPT			EQUIPMENT MAINTENANCE & SHOP			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
9	03-330-000-0000-6502		500.00	DEPOSIT - 2014 FORD ESCAPE 04/21/2022 04/21/2022	56988	SHOP MATERIALS & SUPPLIES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		500.00	1 Transactions			
330	DEPT Total:		500.00	EQUIPMENT MAINTENANCE & SHOP	1 Vendors	1 Transactions	
3	Fund Total:		1,142.86	ROAD AND BRIDGE		6 Transactions	

RACHELW
4/28/22 3:07PM
15 DITCH

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			DITCH MAINTENANCE			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
20	15-611-000-0000-6242		39.86-	REFUND - PRIME SUBSCRIPTION 04/21/2022 04/21/2022	2425	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		39.86-	1 Transactions			
611	DEPT Total:		39.86-	DITCH MAINTENANCE	1 Vendors	1 Transactions	
15	Fund Total:		39.86-	DITCH		1 Transactions	

*** **Redwood County** ***

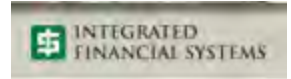


Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
26	73-801-000-0000-6178		21.82	WELCOME BREAKFAST - RZ 03/29/2022 03/29/2022		EMPLOYEE WELLNESS	N
35	73-801-000-0000-6178		38.97	FOOD @ HIGHWAY SAFETY MTG 04/12/2022 04/12/2022		EMPLOYEE WELLNESS	N
40	73-801-000-0000-6178		18.99	WELCOME BREAKFAST - RH 04/19/2022 04/19/2022		EMPLOYEE WELLNESS	N
23	73-801-000-0000-6178		53.57	MUNCH BETTER 03/23/2022 03/23/2022	5827442 2425	EMPLOYEE WELLNESS	N
25	73-801-000-0000-6178		37.82	MUNCH BETTER 03/23/2022 03/23/2022	8275434 2425	EMPLOYEE WELLNESS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		171.17	5 Transactions			
801	DEPT Total:		171.17	NON-DEPARTMENTAL	1 Vendors	5 Transactions	
73	Fund Total:		171.17	INSURANCE		5 Transactions	
	Final Total:		14,395.28	19 Vendors	89 Transactions		

*** Redwood County ***



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	13,121.11	GENERAL
	3	1,142.86	ROAD AND BRIDGE
	15	-39.86	DITCH
	73	171.17	INSURANCE
	All Funds	14,395.28	Total

Approved by,

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Redwood County Board of Commissioners

403 South Mill Street

P.O. Box 130

Redwood Falls, MN 56283

Phone: (507) 637-4016 Fax: (507) 637-4017

redwoodcounty-mn.us



A RESOLUTION ACCEPTING THE DONATION OF A 55” SONY MONITOR AND STAND FROM THE REDWOOD AREA CHAMBER

WHEREAS, THE REDWOOD AREA CHAMBER wishes to donate a 55” Sony Monitor and Stand to Redwood County Technology Department and;

WHEREAS, the Redwood County Technology Department will utilize the donation of the 55” Sony Monitor and Stand for the purpose of utilizing in the Redwood County Data Center; and

WHEREAS, the Board of Commissioners appreciates the generosity of the Redwood Area Chamber in supporting the Redwood County Technology Department;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the acceptance of the 55” Sony Monitor and Stand from the Redwood Area Chamber to Redwood County Technology Department, on behalf of the County.

PASSED and ADOPTED by the Redwood County Board of Commissioners this 3rd day of May, 2022.

Jim Salfer, Chair
Redwood County Board of Commissioners

Vicki Kletscher
County Administrator

1st District

RICK WAKEFIELD

P.O. Box 473

Walnut Grove, MN 56180

(507) 859-2369

Rick_W@co.redwood.mn.us

2nd District

JIM SALFER

865 Pine Street

Wabasso, MN 56293

(507) 342-2431

Jim_S2@co.redwood.mn.us

3rd District

DENNIS GROEBNER

250 Center Street

Clements, MN 56224

(507) 692-2235

Dennis_G@co.redwood.mn.us

4th District

BOB VANHEE

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD

P.O. Box 235

Belview, MN 56214

(507) 430-1907

Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date: 5-3-22	Originating Dept.: Technology
Preferred 2nd Date:	
Discussion Item:	Presenter: Paul Parsons
Rescind motion for approval of the Agmt. for Professional Services with Voyant	estimated time needed: 2 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Rescind motion approving the Agreement for Professional Services with Voyant from 4-5-22.

Background Information:

The Agreement was originally approved on 4-5-22 but Voyant did not sign as there was already an approved agreement from 2015 and only an Addendum to the 2015 Agreement was needed.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date: April 5, 2022	Originating Dept.: Technology Dept.
Preferred 2 nd Date:	
Discussion Item:	Presenter: Paul Parsons
Voyant contract for services for Telephone system	estimated time needed: 4 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Approve contract for consultant services with Voyant not to exceed \$400.10 monthly

Background Information:

PRI T1 lines are not really supported much anymore and it has been recommended to migrate from a T1 connection to a Managed Voice gateway for our phones. This is in preparation for the courthouse demolition. This process may take anywhere from 10 minutes to 1 hour. End users will be informed when the change is taking place.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day **

**REDWOOD COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 15th day of March, 2022 by and between the County of Redwood, a political subdivision of the State of Minnesota (the "County"), 250 S Jefferson Street, Redwood, Minnesota 56283, Voyant an Inteliquent Company (the "Consultant"), 3905 Annapolis Lane N Suite 195, Plymouth MN 55441.

WHEREAS, the County is in need of Migrate off of T1 to a Managed Voice gateway;
and

WHEREAS, the Consultant meets the needs of the County and is willing to provide the services provided for in this Agreement; and

WHEREAS, the County wishes to purchase the services from the Consultant pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and Consultant enter into the following Agreement:

AGREEMENT

1. **TERM.**

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on the date that all obligations have been fulfilled and all deliverables have been approved by the County. The Consultant shall not commence work on the Project until the County's Authorized Representative issues a written notice to proceed.

2. **DUTIES OF THE CONSULTANT.**

2.1 **Nature of Duties.** The Consultant shall provide the various professional and consulting services for the Project as set forth in the Consultant's Scope of Services attached hereto as **Exhibit A** and incorporated into this Agreement by reference. The Consultant shall confer with the County's Authorized Representative as often as is necessary in connection with the services to be performed under this Agreement.

2.2 **Personnel.** All work the Consultant is to perform shall be performed by competent and qualified personnel. Voyant/Inteliquent will have primary responsibility for performing the work under this Agreement on behalf of the Consultant and will serve as the Consultant's primary contact with the County. The Consultant shall not change the person primarily responsible for performing the work under this Agreement without the prior written approval of the County's Authorized Representative.

2.3 Project Timing. The Consultant shall not start work on the Project until the Consultant has received from the County's Authorized Representative written notice to proceed. All work and services required by this Agreement shall be completed in accordance with the schedule attached hereto as **Exhibit B**. The Consultant acknowledges that the time within which services must be rendered is of primary importance to the County and is of the essence to this Agreement. All services and information to be performed or furnished under this Agreement shall be performed or furnished as promptly as possible.

2.4 Final Documents. The Consultant shall provide all documentation of the work to be performed under this Agreement. The documents shall be furnished in a format acceptable to the County. Upon completion of the work, the Consultant shall also deliver to the County copies of all correspondence, drawings, reports and all other documents either generated by or received by the Consultant in the performance of the work and services required by this Agreement.

2.5 Standard of Care and Liability for Work. In performing the work under this Agreement, the Consultant will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota.

3. ITEMS PROVIDED BY THE COUNTY.

After authorizing the Consultant to begin work, the County will furnish any data or materials in its possession relating to the Project that may be of use to the Consultant in performing the work. The Consultant shall make an analysis of all data and information furnished by the County. If any data or information is found to be incorrect or incomplete by the Consultant, this fact shall be brought to the attention of the County's Authorized Representative before the Consultant proceeds with any affected portion of the Project. All data or materials provided to the Consultant will remain the property of the County and must promptly be returned to the County upon expiration or termination of this Agreement.

4. PAYMENT TO CONSULTANT.

4.1 Rates and Contract Maximum. For services satisfactorily completed in accordance with this Agreement, the County shall pay the Consultant in accordance with the project amounts specified in **Exhibit C**. Notwithstanding any provision to the contrary, the total compensation payable to the Consultant for services and expenses under this Agreement shall not exceed \$ 400.10 Per Month (the "Contract Maximum"). In the event the County requests services that would require payment in excess of the Contract Maximum, the Consultant shall not proceed until such time as the County has approved such modification or addition by written amendment to this Agreement.

4.2 Payment of Costs. Reimbursable expenses are included in the project amounts specified in **Exhibit C**. No additional charges for expenses or reimbursements will be allowed without the prior written authorization of the County's Authorized Representative.

4.3 Billing by Consultant. The amounts to be paid under this Agreement shall be paid only if work has been satisfactorily performed as determined by the County's Authorized Representative and consistent with the amounts set forth in **Exhibit C**. The Consultant shall submit an invoice monthly in a form acceptable to the County's Authorized Representatives.

4.4 Payment by County. Within thirty-five (35) days of the approval of the invoice by the County, the County shall mail payment of the approved amount to the Consultant for all services satisfactorily performed or make reasonable arrangements for payment acceptable to the Consultant. No claim for expenses or services not specifically provided for herein shall be honored by the County. Amounts disputed need not be paid until the dispute is resolved. Final payment due to the Consultant will be made by the County when all work and services have been satisfactorily performed and all documents have been delivered to the County in accordance with this Agreement. All payments shall be issued to:

Voyant
3905 Annapolis Lane N
Suite 195
Plymouth MN 55441

5. AUTHORIZED REPRESENTATIVE.

County IT shall serve as the Authorized Representative of the County and as the liaison with the Consultant. The County shall have the right to change its Authorized Representative from time to time and shall inform the Consultant of any such change. The Authorized Representative shall have the express authority to make all contacts with the Consultant on behalf of the County and to instruct the Consultant to perform the various services described in this Agreement. The Consultant shall submit reports, invoices and other materials prepared pursuant to this Agreement to the County's Authorized Representative, by mailing or delivering them to:

Redwood County IT
403 South Mill Street
Redwood Falls MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

6.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the Consultant,

be considered an employee, agent or representative of the County. The Consultant is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Consultant shall utilize the Redwood County Attorney's Office personnel to perform all services under this Agreement.

6.2 No Agency. Consultant shall have the authority to act on behalf of the County only to the extent expressly provided for in this Agreement, unless otherwise modified by the parties in writing.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. Consultant shall comply with the insurance requirements set forth in **Exhibit D**, attached to this Agreement and incorporated herein by reference.

7.2 Indemnification by Consultant. Consultant agrees to indemnify and hold harmless the County and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Consultant arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Consultant to fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in Section 8. The terms and provisions of this Section 7 shall survive the expiration, suspension or termination of this Agreement.

7.3 Indemnification by County. County agrees to indemnify and hold harmless the Consultant from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission by the County (including its officers, employees, agents and subcontractors) arising from the terms of this Agreement, and against all loss by reason of the failure of the County, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in Section 8. The terms and provisions of this Section 7 shall survive the expiration, suspension or termination of this Agreement.

8. RECORDS AND INFORMATION.

8.1 Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, and other work prepared or furnished by Consultant pursuant to this Agreement are work products of the County and shall be the property of the County. Consultant represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant shall furnish the County with all products upon completion of the work, and at any other time as requested by the County. Consultant may retain copies of all such work products and related documents, but Consultant may not use the work products and related documents for any purpose not related to the Project without the County's consent. No reports, documents, or other information that are generated under this Agreement shall be released by Consultant except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

8.2 Data Practices. The Consultant must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to the Consultant by the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. If the Consultant receives a request to release data pursuant to this Section 8.2, the Consultant shall notify the County immediately and consult with the County as to how the Consultant should respond to the request. The Consultant's response shall comply with applicable law.

8.3 Private and Confidential Data. The Consultant shall comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes Ch. 13) and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH). Consultant further acknowledges that the classification of data as trade secret data will be determined based on applicable law, and labeling data as trade secret data will not necessarily make it so.

8.4 County Network Connection. Consultant acknowledges that this Agreement does not authorize Consultant to make any connection to the County's network through the use of any hardware or through a Virtual Private Network (VPN). In the event a VPN or other network connection becomes necessary or convenient during the term of this Agreement, Consultant shall not make any such connection without first obtaining the express written consent of the County's Information Technology Director and executing and delivering to the County copy of the County's then-current Information Technology Usage Agreement.

9. AUDIT.

Consultant shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Consultant shall allow the County or other persons or agencies authorized by the County, including the Legislative or State Auditor, access to the records of Consultant at reasonable hours, including all books, records, documents, and accounting procedures and practices of Consultant relevant to the subject matter of the Agreement, for purposes of audit.

10. NOTICE.

Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

11. DISPUTES.

The County's Authorized Representative will be the initial interpreter of the requirements of this Agreement and will determine the acceptability of the work to be provided hereunder. All claims, disputes and other matters relating to the acceptability of the work must be referred to the County's Authorized Representative in writing with a request that a formal decision be made within a reasonable period of time. Written notice of each claim, dispute or other matter must be delivered to the County's Authorized Representative within 30 days of the occurrence of the event giving rise to the claim, dispute or other matter. All data supporting the claim, dispute or other matter must be submitted to the County's Authorized Representative within 45 days of the event, unless the County's Authorized Representative allows for additional time based on the availability of complete and accurate data. The Consultant shall continue to perform while the claim or dispute is pending. The issuance of a decision by the County's Authorized Representative shall be a condition precedent to the Consultant's exercise of the rights and remedies the Consultant may have under this Agreement or at law with respect to the claim, dispute or other matter.

12. TERMINATION AND SUSPENSION.

12.1 County Termination and Suspension With Cause. This Agreement may be suspended or terminated by the County if the Consultant violates any of the terms or conditions of this Agreement as determined by the County. In the event the County exercises its right to suspend or terminate this Agreement, the County

shall submit written notice to the Consultant specifying the extent of the suspension or termination and the reasons therefore, and the date upon which suspension or termination becomes effective.

- 12.2 County Termination and Suspension Without Cause. The County may terminate this Agreement without cause by giving at least 30 days written notice to the Consultant. Upon receipt of a notice of such termination, the Consultant shall take all action necessary to discontinue work or further commit County funds.
- 12.3 Consultant Termination With Cause. This Agreement may be terminated by the Consultant if the County violates any of the terms or conditions of this Agreement as determined by the Consultant. In the event the Consultant exercises its right to terminate this Agreement, the Consultant shall submit written notice to the County specifying the reasons therefore, and the date upon which termination becomes effective.
- 12.4 Consultant Termination Without Cause. The Consultant may terminate this Agreement without cause by giving at least 30 days written notice to the County. Upon County's receipt of a notice of such termination, the Consultant shall cease all work on the Project and provide all documents pertaining to the Project to the County as soon as is reasonably feasible, but not longer than five (5) business dates from the County's receipt of the notice of termination.
- 12.5 Payment upon Termination and Suspension With or Without Cause. The Consultant shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the County.

13. SURVIVAL.

The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 2.5 (Standard of Care and Liability for Work); 7 (Insurance and Indemnification); 8 (Records and Information); 9 (Audit); 14.3 (Governing Law; Jurisdiction; Venue).

14. GENERAL PROVISIONS.

14.1 Entire Agreement; Amendments; Conflicts. This Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of

both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

14.2 Compliance with Applicable Law. The Consultant agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to maintain, pay for and obtain all licenses required by any governmental agency for the provision of those services contemplated herein.

14.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Redwood. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

14.4 Debarment. Consultant certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. Consultant's certification is a material representation upon which the County's approval of this Agreement is based. Consultant shall provide immediate written notice to the County's authorized representative if at any time Consultant learns that this certification is erroneous or becomes erroneous due to changed circumstances.

14.5 Conflict of Interest. The Consultant affirms that, to the best of the Consultant's knowledge, the Consultant's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. The Consultant agrees that, should any conflict or potential conflict of interest become known to the Consultant, it will immediately notify the County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the County whether the Consultant will or will not resign from the other engagement or representation.

14.6 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

14.7 Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

14.8 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

14.9 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

REDWOOD COUNTY

VOYANT/INTELIQUENT

By: Jim Salfer

By: _____

Jim Salfer
Print Name

Print Name

Board Chair
Title

Title

Date: 4.5.22

Date: _____

APPROVED AS TO FORM:

By: [Signature]
Redwood County Attorney

Date: 03.18.2022



REQUEST FOR BOARD ACTION

Requested Board Date:	5-3-22	Originating Dept.:	Technology Dept.
Preferred 2nd Date:	NA		
Discussion Item:		Presenter:	Paul Parsons
Service Addendum to the Master Services Agreement Voyant CH		estimated time needed:	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve the Service Addendum to the Master Service Agreement with Voyant for the Courthouse.

Background Information:

This will migrate the Court House off of the T1 Lines we are currently on and move forward with a Managed Voice Gateway over the Internet. This is all in preparation to the Court House demolition. PRI T1 lines are not really supported much anymore and it has been recommended to migrate from a T1 connection to a Managed Voice Gateway for our phones. This process may take anywhere from 10 minutes to 1 hour. End users will be informed when the change is taking place.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



Service Addendum to the Master Services Agreement

THIS ADDENDUM (the "Addendum") is made to the Master Services Agreement (the "Agreement") between Voyant Communications, LLC ("Voyant"), and Redwood County (the "Customer") and hereby incorporates by reference and adopts, in its entirety, the terms and conditions set forth in the Agreement as a necessary part of this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern. The Customer acknowledges that it has agreed to be bound by the terms and conditions of the Agreement in addition to the terms and conditions contained herein.

This Voyant Service Addendum replaces and supersedes any previous Voyant Service Addendum(s).

1. Term.

The Term for the Service(s) shall be 36 months beginning on the date (the "Start of Service Date") Voyant notifies Customer that the service has met all applicable standard Voyant network specifications ("Specifications") and is available for Customer's use.

2. Termination

a. Customer may terminate Services associated with this Service Addendum and/or Services associated with this Addendum specified on any corresponding Service Order(s) for convenience at any time upon ninety (90) days prior written notice to Voyant. If Customer terminates this Addendum for convenience prior to the end of the Term, or if Customer fails to comply with its payment obligation as specified in Section 8 of the Agreement or if Customer otherwise breaches the Agreement for this Addendum, Customer shall pay Voyant a termination charge equal to (i) all promotional credits provided to the Customer and all installation charges, all construction costs or other "make ready" charges or costs which have been incurred by Voyant in directly providing Customer with service, plus (ii) one hundred percent (100%) of all monthly charges for the services incurred in the most recent billing period multiplied by the number of months remaining in the Term.

b. The Customer may decrease the monthly charges associated with Dedicated Internet Access or IP Voice Services up to 25% without incurring early termination liability.

3. Pricing. The pricing for individual service(s) is detailed on the Service Order attached to this Addendum. The Customer may add additional Services via subsequent Service Order(s) placed with Voyant. The Customer acknowledges additional Services are bound by the terms and conditions of the Agreement in addition to the terms and conditions contained herein.

4. Service Location(s). The Customer-specified location for each Service is detailed on the Service Order attached to this Addendum. The Service(s) specified herein shall be provided only to the Service Location(s) specified herein. Voyant shall not be obligated to provide any Service(s) to any location(s) other than as specifically described on the Service Order except as may be amended by mutual written agreement of the Parties.

Voyant Communications, LLC

Redwood County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Created Date 4/27/2022

Quote Number 00029422

Prepared By Ken Badois

Phone +1-952-230-4838

Email ken.badois@voyant.com

Service Location Redwood County-Courthouse
Name

3905 Annapolis Lane N
Suite 195
Plymouth, MN 55441
US



Service Location 250 S JEFFERSON
Redwood Falls, MN 56283

Product	Current Quantity	New Quantity	New Total	Change	NRC
DID Block (20 Numbers)	13	13	\$26.00	-\$19.50	\$0.00
Directory Listing - Basic	8	8	\$47.60	\$0.00	\$0.00
PRI TDM (qty 23)	1	0	\$0.00	-\$395.00	\$0.00
SIP Trunking - Managed Voice Gateway, single PRI	0	1	\$100.00	\$100.00	\$0.00
SIP Trunking - SIP Trunk	0	23	\$207.00	\$207.00	\$0.00

Monthly Recurring Charges

Current Total	\$488.10
Change	-\$107.50
New Total	\$380.60

Non-Recurring Charges (If Any)

Total NRC	\$0.00
-----------	--------

Customer Initial _____



REQUEST FOR BOARD ACTION

Requested Board Date:	5-3-22	Originating Dept.:	Technology Dept.
Preferred 2nd Date:	NA		
Discussion Item:		Presenter:	Paul Parsons
Service Addendum to the Master Services Agreement Voyant GC		estimated time needed:	
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve the Voyant Service Addendum to the Master Service Agmt. for the Government Center.

Background Information:

This will migrate the Government Center off of the T1 lines we are currently on and move forward with a Managed Voice Gateway for our phones at the Government Center as well. This is in preparation for the Court House demolition. This process may take anywhere from 10 minutes to 1 hour. End users will be informed when the change is taking place.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



Service Addendum to the Master Services Agreement

THIS ADDENDUM (the "Addendum") is made to the Master Services Agreement (the "Agreement") between Voyant Communications, LLC ("Voyant"), and Redwood County (the "Customer") and hereby incorporates by reference and adopts, in its entirety, the terms and conditions set forth in the Agreement as a necessary part of this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern. The Customer acknowledges that it has agreed to be bound by the terms and conditions of the Agreement in addition to the terms and conditions contained herein.

This Voyant Service Addendum replaces and supersedes any previous Voyant Service Addendum(s).

1. Term.

The Term for the Service(s) shall be 36 months beginning on the date (the "Start of Service Date") Voyant notifies Customer that the service has met all applicable standard Voyant network specifications ("Specifications") and is available for Customer's use.

2. Termination

a. Customer may terminate Services associated with this Service Addendum and/or Services associated with this Addendum specified on any corresponding Service Order(s) for convenience at any time upon ninety (90) days prior written notice to Voyant. If Customer terminates this Addendum for convenience prior to the end of the Term, or if Customer fails to comply with its payment obligation as specified in Section 8 of the Agreement or if Customer otherwise breaches the Agreement for this Addendum, Customer shall pay Voyant a termination charge equal to (i) all promotional credits provided to the Customer and all installation charges, all construction costs or other "make ready" charges or costs which have been incurred by Voyant in directly providing Customer with service, plus (ii) one hundred percent (100%) of all monthly charges for the services incurred in the most recent billing period multiplied by the number of months remaining in the Term.

b. The Customer may decrease the monthly charges associated with Dedicated Internet Access or IP Voice Services up to 25% without incurring early termination liability.

3. Pricing. The pricing for individual service(s) is detailed on the Service Order attached to this Addendum. The Customer may add additional Services via subsequent Service Order(s) placed with Voyant. The Customer acknowledges additional Services are bound by the terms and conditions of the Agreement in addition to the terms and conditions contained herein.

4. Service Location(s). The Customer-specified location for each Service is detailed on the Service Order attached to this Addendum. The Service(s) specified herein shall be provided only to the Service Location(s) specified herein. Voyant shall not be obligated to provide any Service(s) to any location(s) other than as specifically described on the Service Order except as may be amended by mutual written agreement of the Parties.

Voyant Communications, LLC

Redwood County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Created Date 4/27/2022

Quote Number 00029421

Prepared By Ken Badois

Phone +1-952-230-4838

Email ken.badois@voyant.com

Service Location Redwood County-Government Center
Name

3905 Annapolis Lane N
 Suite 195
 Plymouth, MN 55441
 US



Service Location 403 S MILL STREET
 Redwood Falls, MN 56283

Product	Current Quantity	New Quantity	New Total	Change	NRC
DID Block (20 Numbers)	19	19	\$38.00	\$0.00	\$0.00
PRI TDM (qty 23)	1	0	\$0.00	-\$395.00	\$0.00
SIP Trunking - Managed Voice Gateway, single PRI	0	1	\$100.00	\$100.00	\$0.00
SIP Trunking - SIP Trunk	0	23	\$207.00	\$207.00	\$0.00
Toll Free Number	1	1	\$4.00	\$0.00	\$0.00

Monthly Recurring Charges

Current Total	\$437.00
Change	-\$88.00
New Total	\$349.00

Non-Recurring Charges (If Any)

Total NRC	\$0.00
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Customer Initial _____



REQUEST FOR BOARD ACTION

Requested Board Date:	May 3rd 2022	Originating Dept.:	Technology Dept.
Preferred 2nd Date:	NA		
Discussion Item:		Presenter:	Paul Parsons
Crowd Strike Endpoint Protection and Alerting		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Board of Commissioners: Please review and approve to continue forward with our Crowd Strike End Point protection application with MNIT (Minnesota Information Technology)

Background Information:

As you may recall, November 2nd 2021, Redwood County Board of Commissioners approved contract to implement Crowd Strike as our End Point Protection application and getting rid of Sophos and MalwareBytes. For the remainder of 2021 it was free and for 2022 it will be \$12 per device per year. This move will cut our cost down by almost 50% each year in End Point protection. (anti virus, malware, etc.) Also as discussed, 2023 will be approximately \$14 per device per year.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



Minnesota Statewide Security Monitoring Initiative (SSMI) CrowdStrike EDR Program Service Agreement and Authorization



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Overview

The MNIT Enterprise Security Operations Center (SOC) provides customers with a wide range of technology security services. Through the Statewide Security Monitoring Initiative (SSMI) and the Department of Homeland Security (DHS) grant program, MNIT's SOC provides Endpoint Detection and Response (EDR) services at a reduced cost to our Minnesota county, port city and tribal partners (hereinafter referred to as Partners). These features have been vetted by MNIT security teams, as well as the MNIT Services Governance team.

This document details the expectations associated with utilizing these services. This includes an explanation of services, associated costs, roles and responsibilities, support, and training opportunities. Additionally, the *Service Selection and Authorization* form and *Liability Release, Waiver, and Agreement for Application Security Assessment* included at the end of this document provide the documentation and signatures required to initiate services.

Service Offerings

Overview

MNIT provides a range of risk management services through a variety of service offerings. This approach is outlined in **Table 1** with detailed information included in subsequent sections of this document. These offerings are not interdependent – outside of the baseline MNET services, no offering is dependent on or required to implement another service offering.

MNIT baseline services are provided to all MNET users at no cost. Program Partners (counties, port cities and tribes) can elect to add additional services described below at additional cost.

Table 1 – Service Overview

OFFERING	SERVICES	TOOLS	MNIT POC	DETAILS	COST
1	EDR/EPP	CrowdStrike	SOC	24/7 endpoint protection with monitoring and response	Calendar Year 2022: \$12 per device each year Calendar Year 2023: \$14 per device each year

Service Offering 1 – CrowdStrike EDR

The CrowdStrike EDR program is the primary initiative of MNIT's SOC SSMI grant. MNIT has contracted with CrowdStrike to provide a flex package that includes the Falcon License at a reduced cost to program Partners. CrowdStrike has been fully vetted by MNIT and is has been adopted by State agencies as their endpoint detection and response tool.

The Falcon License provides next-generation antivirus, combines machine learning, behavior-based detection, and exploit blocking. The endpoint detection and response provide visibility that spans detection, response, and forensics. CrowdStrike consolidates and automates efforts to monitor, detect, and remediate indicators of attack. It is a multi-tenant, cloud-native, open, intelligent security solution to protect workloads across on-premises, virtualized, and cloud-based environments running on a variety of endpoints such as laptops, desktops, servers, and virtual machines.

The platform consists of a single intelligent lightweight agent and powerful, dynamic, cloud-based *Threat Graph* database. These two tightly integrated technologies continually collect, process, analyze, and correlate vast amounts of data across the entire threat lifecycle using a combination of AI and behavioral pattern-matching techniques to stop breaches. CrowdStrike combines multiple methods of detection, prevention, and response to known and unknown threats as well as malware and malware-free techniques across the threat lifecycle.

Additional features include:

- **IT Hygiene** – identifies unauthorized systems and inventories applications anywhere, in real time;
- **Device Control** – ensures safe utilization of approved devices, detailed logging, and reporting;



- **Spotlight** – vulnerability assessment and management; system patching and remediation;
- **Managed Threat Hunting** – CrowdStrike Falcon OverWatch provides deep and continuous analysis through proactive 24/7 threat hunting. SOC analyst provide additional support across a range of technical issues and support areas.

The roles and responsibilities, billing information, and authorization form are included in the following sections.

Roles and Responsibilities

Service Offering 1 - CrowdStrike EDR

MNIT	<p>MNIT agrees to fulfill the following services within its roles and responsibilities:</p> <ul style="list-style-type: none"> • Provision the customer tenant • Add administrative Partner users • Initiate Windows policy configuration setup • Provide customer onboarding <ul style="list-style-type: none"> ○ Console overview ○ Sensor / Customer ID's (CID) ○ Workflow (Detection, Block, Quarantine mode) ○ Support / Documentation ○ Custom Indicators of Attack (IOA) list • Provide an annual invoice to all participating Partners to recover a portion of the costs for the service • Provide a dedicated SOC Cyber Navigator whose primary focus is Partner support, communication, escalation, and facilitation of security issues
PARTNER	<p>The Partner agrees to fulfill the following roles and responsibilities:</p> <ul style="list-style-type: none"> • Provide a single security distribution list email and contact phone numbers • Sensor installation <ul style="list-style-type: none"> ○ Test group selection (workstations / servers) • Detection review • Determine prevention policy progression • Remove prior antivirus when required • Work with SOC and CrowdStrike to resolve/mitigate issues
TRAINING	<ul style="list-style-type: none"> • MNIT will provide analysts to ensure proper setup and answer questions as needed • CrowdStrike ad hoc webinars, free training, and passes and credits as it becomes available



Billing

Service Offering 1 – CrowdStrike EDR

SSMI Partner counties, port cities and tribes are responsible for payments as follows:

- Calendar Year 2022: \$12 per device for a period of one year
- Calendar Year 2023: \$14 per device for a period of one year

Partners agree to participate in the program through the calendar year 2023. After this period, they are required to notify MNIT on a **year-to-year basis** whether they intend to continue services at the agreed upon price point – there is no obligation after the calendar year 2023. Partners are required to provide a 60-day written notice if they decide to not renew existing services. This notice allows MNIT to properly account for billing and service requirements.

MNIT directly bills Partners quarterly, beginning at the end of the first calendar quarter after entering the program. All rates are subject to annual and/or periodic rate adjustments as jointly approved by the State Chief Information Officer and the Commissioner of Minnesota Management and Budget as part of the rate-change process.

MNIT will provide one user account per Partner organization for access to the CrowdStrike University portal - for training purposes. Partners are entitled to attend one 200 level virtual classroom hosted by MNIT. Partners wishing to acquire additional accounts should contact MNIT's CrowdStrike representative directly – at their additional cost.

Partners are required to sign the following *Service Selection and Authorization* form and *Liability Release, Waiver, and Agreement for Application Security Assessment* prior to initiating services.



Service Selection and Authorization

I authorize Minnesota IT Services to proceed with the above selected service implementation. I request the services listed above to be implemented for **Redwood County**. By signing this document and acting as the Partner representative, I acknowledge, understand, and agree to the services, expectations, and billing arrangements outlined in this Service Authorization and Agreement and I attest that I have the authority to sign on behalf of the organization.

SELECTION(S)*	SERVICE OFFERING	COST	COMMITMENT
✓	1 – CrowdStrike	Calendar Year 2022: \$12/year/unit Calendar Year 2023: \$14/year/unit	Through calendar year 2023, year-to-year thereafter

Signature of Partner Representative

Date

Signature of MNIT Representative

Date

APPROVED AS TO FORM
Redwood County Attorney

By: 

Date: 04.26.2022



Liability Release, Waiver, and Agreement for Application Security Assessment

In exchange for Minnesota IT Services ("MNIT") providing endpoint detection and response platform using CrowdStrike

("Scanning"), Redwood County (Partner) represents that:

The Partner UNDERSTANDS THE NATURE OF THE SCANNING, and that MNIT will be deploying automated and/or manual endpoint detection tools to assist the Partner in detecting, hunting, and responding to cyber threats, risks, and vulnerabilities within the Partner's data environment. The Partner acknowledges that after MNIT's deployment of the tools, MNIT, with assistance from the Partner security team, will access the sites/resources provided by the Partner through automated and/or manual processes to review threats provided by the tool. During the assessment, MNIT along with the Partner security team may access protected content within the specific systems in scope for this assessment. The Partner understands that MNIT is only providing the security assessment and it is the responsibility of the Partner to carry out the investigation for and remediation of vulnerabilities identified within the Partner's data environment. Should the Partner request additional assistance, MNIT is also able to assist with the assessment of the scanning results and advising on the impact that the vulnerabilities may have on the system. Further, the Partner acknowledges that the use of the CrowdStrike tool involves a risk to the Partner's IT equipment and could also cause an impact to the Partner services, though the likelihood of being impacted is remote. Finally, the Partner is aware that certain scanning services could potentially damage software, applications, and/or data installed on its IT equipment. This is to be expected and may require the re-installation of the Partner's operating system, applications, programs, and data. The likelihood of potential damage from using scanning services is remote.

The Partner UNDERSTANDS THE POTENTIAL LOSS OF DATA due to the scanning process in the detection of malware infections; data may get damaged, deleted, or at worst a data incident may occur. MNIT must inform the Partner of this possibility in using the tool. The Partner understands that MNIT will not accept liability for any loss of data as a result of the Partner's use or misuse of the tool. The Partner is responsible for backing up its own data.

The Partner UNDERSTANDS MNIT'S PRIVACY OBLIGATION, and that MNIT will not browse through Partner data while assisting in the deployment of the scanning tools or assessment of the results. However, as part of its incident response investigation, MNIT may be engaging in analysis of the data that is stored within the Partner's data environment that would require MNIT to review, examine, study, or separate the data. The Partner acknowledges its responsibility to protect any personal or private information. Additionally, MNIT may be required to report illegal content such as but not limited to illicit images or videos to law enforcement agencies, if discovered.

The Partner FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY for losses, costs, and damages the Partner incurs as a result of the Partner's participation and use, and the Partner's potential misuse of the tool.

The Partner HEREBY RELEASES AND DISCHARGES MNIT, the deployer of the scanning tools and the entity performing the security assessment, from all liability, claims, demands, losses, or damages that the Partner suffers which are caused or alleged to be caused in whole or in part by the Partner's use of the tool and the requested security assessment.

MY SIGNATURE BELOW CONFIRMS I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS

Signature of Partner Representative, with authority to sign

Date

TECHNOLOGY

- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve the MNIT Agreement for Application Security Assessment.

ADMINISTRATOR

- On motion by Wakefield, second by Salfer, in a roll-call vote with Groebner, Salfer and Forkrud all voting aye, the Board voted to adopt the following resolution:

**RESOLUTION RECOMMENDING THE APPOINTMENT
OF MIKE CARLSON AND JAY MICKELSON
TO THE RED ROCK RURAL WATER SYSTEM BOARD
OF COMMISSIONERS**

BACKGROUND INFORMATION

WHEREAS, Mike Carlson's 4-year term as a Commissioner on the Red Rock Rural Water System ("RRRWS") Board of Commissioners is scheduled to expire at midnight on December 31, 2021; and

WHEREAS, Jay Mickelson's 4-year term as a Commissioner on the RRRWS Board of Commissioners is scheduled to expire at midnight on December 31, 2021; and

WHEREAS, on August 21, 2021 the RRRWS Board of Commissioners unanimously adopted a Motion which recommends that Mike Carlson and Jay Mickelson each be re-appointed to another 4-year term on the RRRWS Board of Commissioners; and

WHEREAS, the County Board of Commissioners believe that Mike Carlson and Jay Mickelson are qualified to act as Commissioners on the RRRWS Board of Commissioners and are both worthy of re-appointment.

RESOLUTION

NOW BE IT NOW RESOLVED, that the Redwood County Board of Commissioners hereby recommends that Mike Carlson and Jay Mickelson be appointed to the Red Rock Rural Water System Board of Commissioners pursuant to and provided for by Minnesota Statutes §116A et seq. for a 4-year term which shall commence on January 1, 2022 and shall expire at midnight on December 31, 2025.

- On motion by Groebner, second by Wakefield, the Board voted unanimously to award the annual copier paper order to Staples at a cost of \$29.99/per case.

Other Bids Received:

Staples	\$29.99/case
One Office Solution	\$34.66/case
Heartland Paper Company	\$36.99/case



REQUEST FOR BOARD ACTION

Requested Board Date:	11-02-2021	Originating Dept.:	Technology Dept.
Preferred 2nd Date:			
Discussion Item:		Presenter:	Paul Parsons
MNIT CrowdStrike Application		estimated time needed:	5-8
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Redwood County Commissioners: Please review and provide direction for Technology to get the CrowdStrike application for all of our PC's and Servers for the remainder of 2021 for FREE, then 2022 the price will be around \$12.00 per device, 2023 the cost may go to \$14.00 per device and there after will be around the \$28.00 per device per year. We currently have two anti virus/malware prevention applications on all of our devices and are currently are paying in upwards of \$28.00 per device per year for each of the applications. There will be a great savings and better protection by moving in this direction. MNIT will also monitor logs or we can have a third party monitor logs if need be. This will also allow Redwood County to be part of a group of other Counties under the same contract, and allow MNIT to monitor all participating Counties involved and provide even more security. .

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date: 5-3-22	Originating Dept.: Assessor's Dept.
Preferred 2nd Date:	
Discussion Item:	Presenter: John Thompson
Quotes for monthly Copier Lease	estimated time needed: 2 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Award Copier Lease to Marco

Background Information:

Received bids from: Marco in the amount of \$84.55/month
 Coordinated Business Systems \$270.26/month

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date:	May 3rd 2022	Originating Dept.:	Assessor
Preferred 2nd Date:			
Discussion Item:		Presenter:	John Thompson
Marco Copier Contract		estimated time needed:	5 Minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

I need a motion to approve new contract with MARCO for new copier.

Background Information:

I have two bids for copier contracts and the MARCO contract is half the price of the competitor.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date: May 3rd 2022	Originating Dept.: Assessor
Preferred 2nd Date:	
Discussion Item: Approve bid for new program with Laser Fische	Presenter: John Thompson
	estimated time needed: 5 Minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Laser Fische Parcel Transfer/ Split forms Program in the amount of 14800.

Background Information:

We are working with Laser fische to create a new flow program to help streamline the processing of land transfers between offices. This will take some of the human error possibilities out of it. This will be a computerized document program that will help us move new property transfers between offices quicker and streamline the process.

This will be paid through the compliance fund. i have talked with the County Recorder and she has approved of this.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



Statement of Work

Parcel Transfer/ Split Forms

For: Redwood County

April 7, 2022

Laserfiche[®]
Run Smarter[®]

OPG-3, Inc.

8030 Old Cedar Ave, Suite 205
Bloomington, MN 55425

651.233.5075
www.opg-3.com

Statement of Work Approval

By signing this document, Redwood County agrees that the proposed approach detailed in the following document satisfactorily addresses all items in scope for the project.

Redwood County:

Signature	
Name	
Title	
Date	

OPG-3:

Signature	
Name	
Title	
Date	

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Statement of Work – Parcel Transfer/ Split Forms

This Statement of Work (“SOW”) defines the professional services (“Services”) that OPG-3 will provide for the Redwood County (Redwood County) in conjunction with the Parcel Transfer/ Split Forms (“Project”). This SOW will be a part of a Professional Services Agreement between OPG-3 and Redwood County.

Project Scope and Objective

The Redwood County Assessor’s office would like OPG-3 to create a process for approving and recording property documents including transfers, splits and combinations utilizing Laserfiche Forms including approvals and filing.

- Create a Laserfiche Form replicating current "Pink/Blue" forms
- Creation of tasks in Laserfiche for various process steps
- File final documentation according to original parcel number
- If possible, autopopulate Form from LandLink to verify address data

Change Management Process

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Changes to the project schedule, scope or budget
- Changes in priorities (external or internal to the project) that impact the project
- Environmental or architectural impediments not previously identified
- Lack of access to personnel, facilities, or systems necessary to complete project as scoped

In the event that it is necessary to change this SOW, the following process will be followed:

A Project Scope Change Request (PSCR) will be used to communicate change. The PSCR must describe the change, the reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A PSCR will be initiated by OPG-3 but must be executed by both parties to make it effective and binding on the parties.

Identified Phases

The following Phases (major project areas) are included in the services. Phases will run in parallel where possible. **Estimated project timeline is 9 weeks based on the following:**

Phase	Number of Weekly Sprints
0. Project Setup, Kickoff and Prerequisites	1
1. Requirements, Design and Prototype	2
2. System Development	2
3. User Acceptance Testing	2
4. Push to Production	1
5. Knowledge Transfer and Transition to Support	1
Total	9

Projects are marked as “Active” and moved from the backlog into Phase 0 based on a combination of customer readiness, preferred start (and/or go-live) dates and team availability. In most cases, customer readiness is the determining factor. In order to get projects started quickly, OPG-3’s ScrumMaster will send a project onboarding packet and follow up via phone to help determine readiness and confirm customer ability to complete the project prerequisites outlined in the next section of this SOW (Phase 0 – Project Setup, Kickoff and Prerequisites).

The estimated project timeline above is predicated on the assumption that the activities outlined in each phase can be completed within the estimated number of weekly sprints. This is largely dependent on customer availability and ability to complete any items assigned to them within that phase. The primary activities dependent on customer availability/task completion include:

- **Completion of project prerequisites (Phase 0)** – completion of prerequisites ensures the OPG-3 team can perform the necessary engineering work unimpeded. None of the activities outlined in Phases 3-5 will begin until Phase 0 has been completed.
- **Scheduling users for User Acceptance Testing (Phase 3)** – dedicating time to test the system using the test scripts provided by OPG-3, discussing issues during check-in calls, and signing off once testing is complete is critical to finalizing the implementation. OPG-3 will lead the initial testing session (onsite if possible) to facilitate user participation during this phase.
- **Scheduling and participating in training (Phase 5)** – once the system has been promoted to production, OPG-3 will provide user and admin training (onsite if possible) to ensure users are comfortable using the system.

Phase 0 – Project Setup, Kickoff and Prerequisites

Projects are completed most efficiently when core dependencies are identified early and cleared as Project Prerequisites. During the Project Setup process a list of prerequisites that could impede the project will be developed. A portion of the Project Kickoff meeting will be focused on discussing the prerequisites, identifying the resource(s) responsible for completing them and determining target dates for resolution.

Core Activities Include

- List of prerequisites developed and vetted by the Project Owner
- Project Kickoff presentation created, and meeting
- Project onboarded to Salesforce and Team sites as dictated by scope and complexity

Known Prerequisites

- Confirm remote access (VPN preferred)
- ODBC access to LandLink
- "Pink" and "Blue" Sheets

Deliverables

- Project Kickoff meeting
- Project prerequisites completed

Phase 0	Standard (\$185/hour)	Project Management (\$185/hour)	Est. Time to Complete	Total Price
Setup, Kickoff and Prerequisites	0	4	4	\$740.00

Phase 1 – Requirements Gathering, Design and Prototype

Because most Laserfiche solutions involve changes to the way an organization works, it's not possible to make final decisions regarding requirements and design without context and understanding of the user experience. OPG-3 will rapidly prototype the user interface and solicit feedback through weekly Sprint Demos and use that feedback to finalized design and requirements.

Core Activities Include

- Create requirements backlog and plan implementation. The backlog (functional requirements) will define initial acceptance criteria for project deliverables
- Develop and present solution prototype to get user feedback on foundational design considerations

Deliverables

- Finalized project requirements
- Initial project schedule
- Prototype solution

Assumptions Driving Effort

- Initial project requirements are limited to phases currently in scope.
- The requirements and deliverable acceptance criteria may need to be adjusted based on continued requirements gathering throughout the project. Must approve in writing, which may be an email communication between the parties, any changes to acceptance criteria that would represent a material change to either the solution or its required effort

Phase 1	Standard (\$185/hour)	Project Management (\$185/hour)	Est. Time to Complete	Total Price
Requirements Gathering, Design and Prototype	30	4	34	\$6,290.00

Phase 2 – System Development

Once project requirements and design have been finalized, OPG-3 will complete the back-end development to make the solution ready for User Acceptance Testing.

Core Activities Include

- Develop solution in test (or production) environment
- Develop test scripts to be utilized in Phase 3 - User Acceptance Testing
- Weekly solution demonstrations and walkthroughs with project team (PM, SMEs and users as appropriate) to show progress and solicit feedback

Deliverables

- System deployed in test (or production) environment, ready for User Acceptance Testing
- Test scripts to be utilized in Phase 3 – User Acceptance Testing

Assumptions Driving Effort

- OPG-3 project team members receive access to all necessary Client resources by the scheduled implementation start time in the project plan
- Personnel attending solution demonstrations and walkthroughs are empowered to provide feedback that will affect overall design
- Personnel will be available to provide any assistance OPG-3 may need in the Client's environment

Phase 2	Standard (\$185/hour)	Project Management (\$185/hour)	Est. Time to Complete	Total Price
System Development	20	4	24	\$4,440.00

Phase 3 – User Acceptance Testing

Core Activities Include

- Identify end users that will participate in UAT
- Remediate any issues discovered during UAT until acceptance criteria are satisfied
- Testing by OPG-3 and end-users (onsite if possible) using the test scripts developed in Phase 3
- Weekly check-in calls to review testing and discuss issues/deficiencies that have been identified

Deliverables

- Identify end users that will participate in UAT.
- Remediate any issues discovered during UAT until acceptance criteria are satisfied
- Testing by OPG-3 and Client's end-users (onsite if possible) using the test scripts developed in Phase 3
- Weekly check-in calls to review testing and discuss issues/deficiencies that have been identified

Assumptions Driving Effort

- Personnel will be available for UAT per a mutually agreed-upon schedule.

Phase 3	Standard (\$185/hour)	Project Management (\$185 /hour)	Est. Time to Complete	Total Price
User Acceptance Testing	8	2	10	\$1,850.00

Phase 4 – Promotion to Production

The OPG-3 project team will assist Redwood County in promoting the solution from Test to Production. If Redwood County prefers, and provides access, the OPG-3 project team can take the lead with Redwood County personnel assisting.

Core Activities Include

- Change test users to production users
- Configure/enable email notifications
- Delete testing data from environment system was developed in
- Develop promotion plan
- Functional testing of individual components, testing of solution using Test Scripts
- Migrate processes as needed

Deliverables

- Laserfiche solution deployed in production and ready for end users
- Two weeks of Stabilization support after Promotion to Production

Assumptions Driving Effort

- The OPG-3 project team will continue to support the solution for two weeks after Promotion to Production while transferring support responsibilities to the OPG-3 Support Team.

Phase 4	Standard (\$185/hour)	Project Management (\$185 /hour)	Est. Time to Complete	Total Price
Promotion to Production	4	1	5	\$925.00

Phase 5 – Training, Knowledge Transfer and Transition to Support

Once the solution has been promoted to production and is ready for use, OPG-3 will provide training for users and administrators.

Core Activities Include

- Conduct user and administrator training (onsite if possible)
- Finalize user and admin guides (documentation)
- Knowledge Transfer sessions with OPG-3 Support on solution for post-project support

Deliverables

- User and admin guides
- User and Administrative training (onsite if possible)

Assumptions Driving Effort

- Client will coordinate attendance of personnel for training sessions
- Client will work with OPG-3 to help develop appropriate training materials for end-users
- OPG-3 may deliver a final update to the System documentation prior to project closeout if such an update is necessary. This potential final System documentation update is not a deliverable of this Phase
- Training will occur throughout this project

Phase 5	Standard (\$185/hour)	Project Management (\$185/hour)	Est. Time to Complete	Total Price
Training, Knowledge Transfer and Transfer to Support	2	1	3	\$555.00

Redwood County Responsibilities

The following are Redwood County's responsibilities for the Services.

1. Redwood County will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - b. IT personnel such as system administrators, database administrators, or help desk.
 - c. Subject matter specialists to provide information on Redwood County's business processes.
 - d. Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan.
2. Redwood County will work with OPG-3 to provide any necessary technical resources and support. This includes:
 - a. Providing requested documentation and acceptance of key deliverables within two to three business days. If Redwood County does not respond in writing to OPG-3's request for acceptance within three business days of OPG-3's request, or Redwood County's refusal of such approval within the three-day period is not reasonable, Redwood County will be deemed to have accepted.
 - b. Providing any access to the Redwood County environment that the OPG-3 team will need to develop the solution.
3. Redwood County will be responsible for providing all hardware and licensing all software components necessary for completing Services. This includes:
 - a. Windows Server 2012R2 (or higher) and SQL Server Standard/Enterprise 2012 (or higher) licenses.
 - b. SSL certificates for all servers that require them.
 - c. Licenses for all software and systems on the Redwood County network with which the Laserfiche system will integrate.

OPG-3 Responsibilities

The following are OPG's responsibilities for the Services.

1. OPG-3 will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, provide status updates and other tasks.
 - b. Experienced OPG-3 engineering personnel.
 - c. Personnel to perform preliminary testing during development and prior to UAT. Personnel will be made available per the project schedule and plan.
2. OPG-3 will work with Redwood County to provide any necessary technical resources and support. This includes escalating any issues to Laserfiche Support and Laserfiche Development as necessary.

Project Assumptions

1. The scope of the engagement will include the Services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. The Services will focus exclusively on Laserfiche and Laserfiche-related products to support the system and solution, except where explicitly noted in this SOW.
2. If after OPG-3's request for acceptance on project closeout, Redwood County does not respond in writing within five business days, or Redwood County's refusal of such approval in the five-day period is not reasonable, Redwood County will be deemed to have accepted.

Professional Services Pricing

The table below represents the level of effort required for this project, including both onsite and offsite Professional Services work. This is a fixed-bid project. Non-programming work (Standard and Project Management) is billed at \$185/h.

Phase	Description	Rate	Est. Hours	Est. Cost
0	Setup, Kickoff and Prerequisites	\$185	4	\$740.00
1	Requirements Gathering, Design and Prototype	\$185	34	\$6,290.00
2	System Development	\$185	24	\$4,440.00
3	User Acceptance Testing	\$185	10	\$1,850.00
4	Promotion to Production	\$185	5	\$925.00
5	Training, KT and Transition to Support	\$185	3	\$555.00
Totals			80	\$14,800.00

Payment Plan

All Services will be performed in accordance with this mutually accepted SOW. Upon execution of the SOW 100% of the associated costs will be deducted from existing block of pre-paid hours.

Invoices are due upon receipt. If Redwood County disputes any portion of an invoice, Redwood County will pay the undisputed portion when due.

In the event the project is impeded for a period of more than two weeks due to customer delays, OPG-3 will move the project to a parked status. Work will continue once Redwood County has notified OPG-3 that they are ready to resume work and the project has been onboarded during OPG-3's weekly (Thursday's) backlog grooming meeting.

Changes to project scope or effort required to complete specific work items due to unforeseen complications or issues outside of OPG-3's control will go through the Change Management Process and will be approved by the Redwood County.

Summary information: <https://app.laserfiche.com/laserfiche/DocView.aspx?db=r-4b577cf8&docid=56075#?openmode=PDF>

ROAD & BRIDGE AGENDA

May 3, 2022

1. Authorize to Pay Bills
2. Award Contract 22-9 (CMP-22-PM; Reflective Pavement Marking on Designated Paved Roadways County Wide) to low bidder
3. Authorize Signing Contract 22-9
4. Approve Marthaler / GM price surcharge and model year change
5. Approve purchase of 2014 Ford Escape
6. Approve purchase of snowplow truck box and attachments
7. Approve Western Star Price Surcharge
8. U of M Road Widener Fix Agreement
9. Board Action MnDOT Detour Agreement
10. Board Resolution MnDOT Detour Agreement
11. Approve final payment for 21-3 (SAP 064-030-016)

Other:

IFX
4/27/22

3:45PM

*** **Redwood County** ***

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Page 1

Print List in Order By: 1 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

*** Redwood County ***



IFX
4/27/22 3:45PM
3 ROAD AND BRIDGE

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
1	1949 ALPHA WIRELESS COMMUNICATIONS CO 03-301-000-0000-6291		520.00	radio programming		PROFESSIONAL & TECHNICAL SER	N
	1949 ALPHA WIRELESS COMMUNICATIONS CO		520.00		1 Transactions		
2	32437 ANDERSON ELECTRIC OF LAMBERTON INC 03-330-000-0000-6305		1,699.22	shop repairs		BLDG - REPAIRS & MAINTENANCE	N
	32437 ANDERSON ELECTRIC OF LAMBERTON INC		1,699.22		1 Transactions		
3	76720 AUTO VALUE OF REDWOOD FALLS 03-330-000-0000-6502		464.80	shop supplies		SHOP MATERIALS & SUPPLIES	N
4	03-330-000-0000-6503		764.43	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS		1,229.23		2 Transactions		
5	5007 B & M GOBLIRSCH FAMILY, LLC 03-320-000-0000-6367		981.85	ROW 64-607-047		RIGHT OF WAY-TEMP.EASE.& OTHE	N
	5007 B & M GOBLIRSCH FAMILY, LLC		981.85		1 Transactions		
7	7570 BOLTON & MENK INC 03-320-000-0000-6291		19,052.00	bridge inspections		PROFESSIONAL & TECHNICAL SER	N
8	03-320-000-0000-6291		40,544.96	consultant engr		PROFESSIONAL & TECHNICAL SER	N
	7570 BOLTON & MENK INC		59,596.96		2 Transactions		
6	8165 BREE/JOAN E 03-330-000-0000-6305		720.00	janitorial services		BLDG - REPAIRS & MAINTENANCE	Y
	8165 BREE/JOAN E		720.00		1 Transactions		
9	8459 BROCK WHITE COMPANY 03-330-000-0000-6503		74.21	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	8459 BROCK WHITE COMPANY		74.21		1 Transactions		
68	10020 CCSI/THE ACHIEVEMENT CENTER 03-320-000-0000-6505		2,090.00	enrg supplies		ENG. & CONST.MATERIALS & SUPPI	N
	10020 CCSI/THE ACHIEVEMENT CENTER		2,090.00		1 Transactions		
12	11570 CHOSEN VALLEY TESTING 03-320-000-0000-6291		3,160.00	enrg testing		PROFESSIONAL & TECHNICAL SER	N
	11570 CHOSEN VALLEY TESTING		3,160.00		1 Transactions		
10	11970 CINTAS CORPORATION 03-330-000-0000-6502		450.91	shop supplies		SHOP MATERIALS & SUPPLIES	N

*** Redwood County ***



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	11970 CINTAS CORPORATION			450.91		1 Transactions		
11	13005 CNA-GROUP LONG TERM CARE 03-301-000-0000-6230			125.95	annual ROW posting		PRINTING & PUBLISHING	N
	13005 CNA-GROUP LONG TERM CARE			125.95		1 Transactions		
13	14080 CRYSTEEL DISTRIBUTING INC 03-330-000-0000-6503			1,887.00	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	14080 CRYSTEEL DISTRIBUTING INC			1,887.00		1 Transactions		
14	18802 DUININCK INC 03-310-000-0000-6501			11,863.41	gravel		ROAD MAINTENANCE SUPPLIES & M	N
	18802 DUININCK INC			11,863.41		1 Transactions		
15	20730 ECOWATER SYSTEMS 03-301-000-0000-6401			46.00	office supplies		OFFICE SUPPLIES	N
	20730 ECOWATER SYSTEMS			46.00		1 Transactions		
17	21500 ELECTRIC MOTOR CO 03-310-000-0000-6501			169.00	sign supplies		ROAD MAINTENANCE SUPPLIES & M	N
18	03-330-000-0000-6502			54.22	shop supplies		SHOP MATERIALS & SUPPLIES	N
16	03-330-000-0000-6503			23.28	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	21500 ELECTRIC MOTOR CO			246.50		3 Transactions		
19	24500 FALLS AUTOMOTIVE 03-330-000-0000-6502			21.63	sign supplies		SHOP MATERIALS & SUPPLIES	N
	24500 FALLS AUTOMOTIVE			21.63		1 Transactions		
21	24589 FARMWARD COOPERATIVE 03-330-000-0000-6502			1,073.50	shop supplies		SHOP MATERIALS & SUPPLIES	N
22	03-330-000-0000-6502			1,732.91	DEF		SHOP MATERIALS & SUPPLIES	N
20	03-330-000-0000-6504			10,103.46	fuel		FUEL	N
	24589 FARMWARD COOPERATIVE			12,909.87		3 Transactions		
23	26651 FRONTIER PRECISION, INC 03-320-000-0000-6505			441.90	enr supplies		ENG. & CONST.MATERIALS & SUPPI	N
	26651 FRONTIER PRECISION, INC			441.90		1 Transactions		
24	81090 GORDY SERBUS & SONS GRAVEL LLC 03-310-000-0000-6501			1,535.13	gravel		ROAD MAINTENANCE SUPPLIES & M	N

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
	81090 GORDY SERBUS & SONS GRAVEL LLC		1,535.13		1 Transactions		
25	31990 H & L MESABI 03-330-000-0000-6503		12,362.50	cutting edges		EQUIPMENT REPAIR PARTS & SUPP	N
	31990 H & L MESABI		12,362.50		1 Transactions		
26	37580 INDIGO SIGNWORKS INC 03-301-000-0000-6401		260.00	office supplies		OFFICE SUPPLIES	N
	37580 INDIGO SIGNWORKS INC		260.00		1 Transactions		
27	37640 INNOVATIVE SOLUTIONS LLC 03-301-000-0000-6401		48.26	office supplies		OFFICE SUPPLIES	N
	37640 INNOVATIVE SOLUTIONS LLC		48.26		1 Transactions		
28	43100 JOHN DAY COMPANY 03-330-000-0000-6502		135.00	shop supplies		SHOP MATERIALS & SUPPLIES	N
29	03-330-000-0000-6503		1,243.18	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	43100 JOHN DAY COMPANY		1,378.18		2 Transactions		
30	43095 JOHN DEERE FINANCIAL 03-330-000-0000-6503		496.70	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	43095 JOHN DEERE FINANCIAL		496.70		1 Transactions		
31	44560 K & S MILLWRIGHTS INC 03-320-000-0000-6505		777.60	64-601-017 ROW exp		ENG. & CONST.MATERIALS & SUPPI	N
	44560 K & S MILLWRIGHTS INC		777.60		1 Transactions		
32	48215 KOKESCH/ROBIN 03-301-000-0000-6332		285.70	conference exp		STAFF DEVELOPMENT	N
	48215 KOKESCH/ROBIN		285.70		1 Transactions		
33	48900 KRIS ENGINEERING INC 03-330-000-0000-6503		360.00	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	48900 KRIS ENGINEERING INC		360.00		1 Transactions		
37	53100 LOCATORS & SUPPLIES INC 03-310-000-0000-6507		623.38	safety supplies		MISCELLANEOUS EXPENSES	N
	53100 LOCATORS & SUPPLIES INC		623.38		1 Transactions		
	53227 LOFFLER COMPANIES INC						

*** Redwood County ***



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Audit List for Board 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	
34	03-301-000-0000-6310		copier agreement		OFFICE EQUIPMENT REPAIR & MAINT	N
	53227 LOFFLER COMPANIES INC			1 Transactions		
	53615 LOTHERT/LANCE & HEATHER					
36	03-320-000-0000-6366		ROW 64-601-017		RIGHT OF WAY - PERMANENT EASE	Y
35	03-320-000-0000-6505		ROW 64-601-017 exp		ENG. & CONST.MATERIALS & SUPPL	Y
	53615 LOTHERT/LANCE & HEATHER			2 Transactions		
	55697 MATHESON TRI-GAS INC					
39	03-330-000-0000-6502		shop supplies		SHOP MATERIALS & SUPPLIES	N
	55697 MATHESON TRI-GAS INC			1 Transactions		
	56913 MIDWEST SUPPLY OF TRACY					
40	03-330-000-0000-6502		shop supplies		SHOP MATERIALS & SUPPLIES	N
	56913 MIDWEST SUPPLY OF TRACY			1 Transactions		
	57397 MN DEPT OF TRANSPORTATION					
41	03-320-000-0000-6505		engr expenses		ENG. & CONST.MATERIALS & SUPPL	N
	57397 MN DEPT OF TRANSPORTATION			1 Transactions		
	58807 MOTOROLA SOLUTIONS INC					
38	03-330-000-0000-6502		shop supplies		SHOP MATERIALS & SUPPLIES	N
	58807 MOTOROLA SOLUTIONS INC			1 Transactions		
	63540 NORTH CENTRAL INTERNATIONAL INC					
42	03-330-000-0000-6503		repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	63540 NORTH CENTRAL INTERNATIONAL INC			1 Transactions		
	63625 NORTHERN STATES SUPPLY INC					
43	03-330-000-0000-6502		shop supplies		SHOP MATERIALS & SUPPLIES	N
44	03-330-000-0000-6503		repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	63625 NORTHERN STATES SUPPLY INC			2 Transactions		
	63711 OCKWIG/DONALD & PATRICIA					
46	03-320-000-0000-6367		ROW 64-601-017		RIGHT OF WAY-TEMP.EASE.& OTHE	Y
45	03-320-000-0000-6505		ROW 64-601-017 expenses		ENG. & CONST.MATERIALS & SUPPL	Y
	63711 OCKWIG/DONALD & PATRICIA			2 Transactions		
	64518 OLSON/PAULA					
47	03-301-000-0000-6332		conference exp		STAFF DEVELOPMENT	N

*** Redwood County ***



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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	Vendor Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
	No. Account/Formula						Paid On Bhf #	On Behalf of Name	
	64518 OLSON/PAULA			284.89					
						1 Transactions			
48	70925 PIERSON/JEREMY & TIFFANY			1,596.00	ROW 64-601-017			RIGHT OF WAY - PERMANENT EASE	Y
49	03-320-000-0000-6366			80.00	ROW 64-601-017			RIGHT OF WAY-TEMP.EASE.& OTHE	Y
	70925 PIERSON/JEREMY & TIFFANY			1,676.00		2 Transactions			
51	71300 PITNEY BOWES GLOBAL			158.55	meter rental			POSTAGE	N
	03-301-000-0000-6210					1 Transactions			
	71300 PITNEY BOWES GLOBAL			158.55					
50	71350 PIZZA RANCH			258.93	safety training			STAFF DEVELOPMENT	N
	03-301-000-0000-6332					1 Transactions			
	71350 PIZZA RANCH			258.93					
52	76038 RED ROCK QUARRY INC			18,293.99	seal coat chips			ROAD MAINTENANCE SUPPLIES & M	N
	03-310-000-0000-6501					1 Transactions			
	76038 RED ROCK QUARRY INC			18,293.99					
53	76350 REDWOOD COUNTY RECORDER			724.00	ROW expenses			PROFESSIONAL & TECHNICAL SER	N
	03-320-000-0000-6291					1 Transactions			
	76350 REDWOOD COUNTY RECORDER			724.00					
54	76758 REDWOOD TIRE SERVICE INC			318.00	repair labor			MAINTENANCE - EQUIPMENT	N
55	03-330-000-0000-6306			2,694.00	tires			EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503					2 Transactions			
	76758 REDWOOD TIRE SERVICE INC			3,012.00					
56	78815 RSS GROUP INTERNATIONAL INC			264.48	shop supplies			SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502					1 Transactions			
	78815 RSS GROUP INTERNATIONAL INC			264.48					
57	79500 RUNNINGS FARM & FLEET			42.32	maint expenses			ROAD MAINTENANCE SUPPLIES & M	N
61	03-310-000-0000-6501			11.99	enrg expenses			ENG. & CONST.MATERIALS & SUPPI	N
62	03-320-000-0000-6505			313.88	enrg supplies			ENG. & CONST.MATERIALS & SUPPI	N
59	03-330-000-0000-6305			261.40	shop expenses			BLDG - REPAIRS & MAINTENANCE	N
58	03-330-000-0000-6502			689.46	shop supplies			SHOP MATERIALS & SUPPLIES	N
60	03-330-000-0000-6503			6.58	repair parts			EQUIPMENT REPAIR PARTS & SUPP	N

*** Redwood County ***



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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
79500	RUNNINGS FARM & FLEET		1,325.63		6 Transactions		
64	80075 SAFETY-KLEEN SYSTEMS INC 03-330-000-0000-6502		125.44	shop supplies		SHOP MATERIALS & SUPPLIES	N
	80075 SAFETY-KLEEN SYSTEMS INC		125.44		1 Transactions		
65	80084 SALFER WELDING & MANUFACTURING 03-330-000-0000-6306		3,097.00	repair labor		MAINTENANCE - EQUIPMENT	Y
	80084 SALFER WELDING & MANUFACTURING		3,097.00		1 Transactions		
66	82465 SMI & HYDRAULICS 03-330-000-0000-6503		277.04	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	82465 SMI & HYDRAULICS		277.04		1 Transactions		
63	83557 STAPLES OIL CO 03-330-000-0000-6504		28,976.50	fuel		FUEL	N
	83557 STAPLES OIL CO		28,976.50		1 Transactions		
67	83965 SUMMIT COMPANIES 03-330-000-0000-6305		428.00	shop maint		BLDG - REPAIRS & MAINTENANCE	N
	83965 SUMMIT COMPANIES		428.00		1 Transactions		
70	86020 TBEI INC 03-330-000-0000-6503		1,142.01	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	86020 TBEI INC		1,142.01		1 Transactions		
71	86350 TERSTEEGS HOLIDAY MARKET 03-301-000-0000-6332		19.17	safety training		STAFF DEVELOPMENT	N
	86350 TERSTEEGS HOLIDAY MARKET		19.17		1 Transactions		
72	88135 TOTAL GLASS INC 03-330-000-0000-6306		88.00	repair labor		MAINTENANCE - EQUIPMENT	N
73	88135 TOTAL GLASS INC 03-330-000-0000-6503		219.25	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	88135 TOTAL GLASS INC		307.25		2 Transactions		
69	88743 TRUCK CENTER COMPANIES 03-330-000-0000-6503		219.64	repair parts		EQUIPMENT REPAIR PARTS & SUPP	Y
	88743 TRUCK CENTER COMPANIES		219.64		1 Transactions		
	91159 VAULT HEALTH						

*** Redwood County ***



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
74	03-310-000-0000-6507			178.14	drug testing		MISCELLANEOUS EXPENSES	N
	91159 VAULT HEALTH			178.14		1 Transactions		
75	03-320-000-0000-6291			13,306.50	consultant engr		PROFESSIONAL & TECHNICAL SER	N
	93110 WIDSETH SMITH NOLTING & ASSOCIATES			13,306.50		1 Transactions		
76	03-330-000-0000-6502			1,109.12	shop supplies		SHOP MATERIALS & SUPPLIES	N
	99028 ZACKS INC			1,109.12		1 Transactions		
77	03-330-000-0000-6502			27.10	shop supplies		SHOP MATERIALS & SUPPLIES	N
78	03-330-000-0000-6503			2,000.11	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	99290 ZIEGLER INC			2,027.21		2 Transactions		
3 Fund Total:				198,789.97	ROAD AND BRIDGE	59 Vendors	78 Transactions	
Final Total:				198,789.97	59 Vendors	78 Transactions		

*** **Redwood County** ***



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	3	198,789.97	ROAD AND BRIDGE
All Funds		198,789.97	Total

Approved by,

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*** **Redwood County** ***



REVENUES & EXPENDITURES BUDGET REPORT

Budget Name for Report: 2022 BUDGET (ORIGINAL) ORIG
Include on the Report: 1 1 - All G/L Accounts
2 - Only G/L Accounts with Budget Amounts
3 - Only G/L Accounts without Budget Amounts

Report Thru: 04/2022

Save Report: N

Comment:

Page Break Option: 1 1 - Page Break by FUND
2 - Page Break by DEPT
Report Basis: 2 1 - Cash
2 - Modified Accrual
3 - Full Accrual

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*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2022

Report Basis: Modified Accrual

3 FUND

ROAD AND BRIDGE

Percent of Year 33%
Budget % of
BDG

Account Number	Status	Quarter To Date	Year To Date	Budget	% of BDG
301 DEPT					
ROAD & BRIDGE ADMINISTRATION					
----- REVENUES -----					
03-301-000-0000-5001	PROPERTY TAXES-CURRENT	0.00	0.00	1,973,649.00-	0
03-301-000-0000-5004	PROPERTY TAXES-DELINQUENT	0.00	0.00	4,164.00-	0
03-301-000-0000-5007	MOBILE HOME TAXES-CURRENT	0.00	0.00	164.00-	0
03-301-000-0000-5015	WHEELAGE TAX	40,641.78-	103,807.53-	360,000.00-	29
03-301-000-0000-5016	LOCAL SALES TAX	72,705.31-	148,774.50-	950,000.00-	16
03-301-000-0000-5020	SEVERED MINERAL TAXES	0.00	6.29-	7.00-	90
03-301-000-0000-5205	DISPARITY REDUCTION AID	0.00	0.00	6,392.00-	0
03-301-000-0000-5208	MARKET VALUE CREDIT	0.00	0.00	56,703.00-	0
03-301-000-0000-5230	TOWN BRIDGE REVENUE	0.00	132,242.91-	970,431.00-	14
03-301-000-0000-5235	TOWN ROAD REVENUE	0.00	890,527.00-	602,755.00-	148
03-301-000-0000-5240	ST. OF MN. - REG. MAINT.	0.00	1,076,303.50-	2,113,607.00-	51
03-301-000-0000-5242	ST. OF MN. - MUN.MAINT.	0.00	145,959.50-	246,910.00-	59
03-301-000-0000-5244	ST. OF MN. - REG.CONST.	942,052.59-	1,734,435.20-	2,229,241.00-	78
03-301-000-0000-5246	ST. OF MN - MUN. CONST.	0.00	0.00	370,365.00-	0
03-301-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	1,599,300.00-	0
03-301-000-0000-5333	BRIDGE BONDING REVENUE	0.00	306,138.54-	0.00	0
03-301-000-0000-5455	FEDERAL FUNDS - HIGHWAY	0.00	0.00	2,523,344.00-	0
03-301-000-0000-5502	FEES & SERVICES	0.00	0.00	6,000.00-	0
03-301-000-0000-5503	OVERWEIGHT TRUCK PERMITS	0.00	600.00-	11,000.00-	5
03-301-000-0000-5710	INTEREST INCOME	0.00	0.00	20,000.00-	0
03-301-000-0000-5810	LAND LEASE & RENTAL	0.00	0.00	50.00-	0
03-301-000-0000-5850	SALES OF MATERIALS	3,754.49-	27,568.17-	50,000.00-	55
03-301-000-0000-5920	SALE OF CAPITAL ASSET	0.00	0.00	35,000.00-	0
----- EXPENDITURES -----					
03-301-000-0000-6103	SALARIES & WAGES-REGULAR	23,992.01	77,974.02	313,082.00	25
03-301-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	1,710.00	25,000.00	7
03-301-000-0000-6113	MEAL EXPENSE-TAXABLE	17.17	17.17	200.00	9
03-301-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	3,430.24	13,720.96	41,163.00	33
03-301-000-0000-6163	PERA-COUNTY SHARE	1,799.40	5,848.05	23,481.00	25
03-301-000-0000-6172	WORKERS' COMPENSATION	0.00	33,073.00	34,000.00	97
03-301-000-0000-6175	FICA-COUNTY SHARE	1,411.92	4,676.30	20,961.00	22
03-301-000-0000-6176	MEDICARE-COUNTY SHARE	330.22	1,093.65	4,902.00	22
03-301-000-0000-6202	TELEPHONE/FAX EXPENSE	1,619.17	5,618.63	22,000.00	26
03-301-000-0000-6210	POSTAGE	0.00	990.00	2,500.00	40

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2022

Report Basis: Modified Accrual

Account Number	Status	Percent of Year		33% % of BDG		
		Quarter To Date	Year To Date			
03-301-000-0000-6230	PRINTING & PUBLISHING	84.87	924.06	900.00 103		
03-301-000-0000-6241	SUBSCRIPTIONS	0.00	0.00	200.00 0		
03-301-000-0000-6242	DUES	0.00	3,225.00	3,600.00 90		
03-301-000-0000-6262	STATE AUDIT	0.00	0.00	1,700.00 0		
03-301-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	5,568.00	13,478.80	13,000.00 104		
03-301-000-0000-6310	OFFICE EQUIPMENT REPAIR & MAINT.	71.22	1,134.42	2,500.00 45		
03-301-000-0000-6331	MILEAGE	0.00	252.72	2,000.00 13		
03-301-000-0000-6332	STAFF DEVELOPMENT	510.00	2,291.26	4,500.00 51		
03-301-000-0000-6334	LODGING & EXPENSE	359.30	1,033.30	1,500.00 69		
03-301-000-0000-6351	INSURANCE-PROPERTY & LIABILITY	0.00	69,787.00	70,000.00 100		
03-301-000-0000-6401	OFFICE SUPPLIES	793.48	1,535.30	4,000.00 38		
03-301-000-0000-6507	MISCELLANEOUS EXPENSES	0.00	1,057.75	1,200.00 88		
03-301-000-0000-6891	EXP REIMBURSEMENTS - EXTERNAL	0.00	1,385.46-	8,200.00- 17		
301 DEPT	Totals ROAD & BRIDGE ADMINISTRATION	Revenue	1,059,154.17-	4,566,363.14-	14,129,082.00-	32
		Expend.	39,987.00	238,055.93	584,189.00	41
		Net	1,019,167.17-	4,328,307.21-	13,544,893.00-	32
310 DEPT	HIGHWAY MAINTENANCE					
----- REVENUES -----						
03-310-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	4,000.00-	0	
----- EXPENDITURES -----						
03-310-000-0000-6103	SALARIES & WAGES-REGULAR	72,369.48	229,397.87	1,005,451.00	23	
03-310-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	5,979.16	11,000.00	54	
03-310-000-0000-6107	SALARIES & WAGES-OVERTIME	1,299.99	13,682.06	17,175.00	80	
03-310-000-0000-6113	MEAL EXPENSE-TAXABLE	46.43	46.43	200.00	23	
03-310-000-0000-6113	EMPLOYER CAFETERIA CONTRIBUTION	17,873.60	68,441.28	244,443.00	28	
03-310-000-0000-6153	PERA-COUNTY SHARE	5,525.21	18,224.57	77,659.00	23	
03-310-000-0000-6163	PERA-COUNTY SHARE	4,258.29	14,130.41	64,880.00	22	
03-310-000-0000-6175	FICA-COUNTY SHARE	995.91	3,304.69	15,174.00	22	
03-310-000-0000-6176	MEDICARE-COUNTY SHARE	30.00	120.00	570.00	21	
03-310-000-0000-6202	TELEPHONE/FAX EXPENSE	0.00	0.00	75,000.00	0	
03-310-000-0000-6292	CONTRACT PAYMENTS	0.00	0.00	80,000.00	0	
03-310-000-0000-6341	EQUIPMENT RENTAL	0.00	0.00	80,000.00	0	
03-310-000-0000-6501	ROAD MAINTENANCE SUPPLIES & MATERIALS	114,765.27	118,014.87	874,000.00	14	
03-310-000-0000-6506	MINOR EQUIP. PURCHASES	0.00	0.00	500.00	0	
03-310-000-0000-6507	MISCELLANEOUS EXPENSES	2,242.34	5,148.02	11,000.00	47	
03-310-000-0000-6508	TOWN ROAD DISTRIBUTION	0.00	890,527.00	602,755.00	148	
03-310-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)	57,060.00	57,060.00	646,000.00	9	
03-310-000-0000-6705	BOND INTEREST PAYMENTS 2021A BOND	0.00	0.00	209,280.00	0	

*** **Redwood County** ***



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2022

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Budget	Percent of Year % of BDG
3 FUND ROAD AND BRIDGE					33%
310 DEPT Totals HIGHWAY MAINTENANCE	Revenue	0.00	0.00	4,000.00-	0
	Expend.	276,466.52	1,424,076.36	3,935,087.00	36
	Net	276,466.52	1,424,076.36	3,931,087.00	36
320 DEPT HIGHWAY CONSTRUCTION & ENGINEERING					
----- REVENUES -----					
03-320-000-0000-5249 INTERGOVERNMENTAL REIMBURSEMENTS-LC		20,000.00-	40,000.00-	60,000.00-	67
----- EXPENDITURES -----					
03-320-000-0000-6103 SALARIES & WAGES-REGULAR		16,220.80	41,992.49	196,165.00	21
03-320-000-0000-6105 SALARIES & WAGES-PART TIME		0.00	0.00	8,600.00	0
03-320-000-0000-6107 SALARIES & WAGES-OVERTIME		191.52	191.52	11,000.00	2
03-320-000-0000-6113 MEAL EXPENSE-TAXABLE		34.13	34.13	0.00	0
03-320-000-0000-6153 EMPLOYER CAFETERIA CONTRIBUTION		4,660.00	13,657.00	55,920.00	24
03-320-000-0000-6163 PERA-COUNTY SHARE		1,230.92	3,163.80	15,537.00	20
03-320-000-0000-6175 FICA-COUNTY SHARE		881.84	2,244.75	13,775.00	16
03-320-000-0000-6176 MEDICARE-COUNTY SHARE		206.23	524.98	3,221.00	16
03-320-000-0000-6230 PRINTING & PUBLISHING		0.00	0.00	400.00	0
03-320-000-0000-6291 PROFESSIONAL & TECHNICAL SERVICES		60,146.36	161,908.50	706,650.00	23
03-320-000-0000-6292 CONTRACT PAYMENTS		0.00	457,149.32-	13,102,283.00	-3-
03-320-000-0000-6366 RIGHT OF WAY - PERMANENT EASEMENTS		1,491.50	3,927.50	187,000.00	2
03-320-000-0000-6367 RIGHT OF WAY-TEMP.EASE.& OTHER		186.09	186.09	10,000.00	2
03-320-000-0000-6505 ENG. & CONST.MATERIALS & SUPPLIESS		18,844.00	21,516.95	0.00	0
03-320-000-0000-6507 MISCELLANEOUS EXPENSES		0.00	0.00	200.00	0
320 DEPT Totals HIGHWAY CONSTRUCTION & ENGINEERING	Revenue	20,000.00-	40,000.00-	60,000.00-	67
	Expend.	104,093.39	207,801.61-	14,310,751.00	1-
	Net	84,093.39	247,801.61-	14,250,751.00	2-
330 DEPT EQUIPMENT MAINTENANCE & SHOP					
----- EXPENDITURES -----					
03-330-000-0000-6103 SALARIES & WAGES-REGULAR		9,214.40	29,639.64	123,947.00	24
03-330-000-0000-6107 SALARIES & WAGES-OVERTIME		0.00	1,506.22	2,900.00	52
03-330-000-0000-6153 EMPLOYER CAFETERIA CONTRIBUTION		1,715.12	5,145.36	30,223.00	17
03-330-000-0000-6163 PERA-COUNTY SHARE		691.08	2,335.94	9,671.00	24
03-330-000-0000-6175 FICA-COUNTY SHARE		546.03	1,865.43	7,995.00	23
03-330-000-0000-6176 MEDICARE-COUNTY SHARE		127.70	436.26	1,870.00	23
03-330-000-0000-6251 UTILITIES		5,332.33	21,255.88	65,000.00	33
03-330-000-0000-6305 BLDG - REPAIRS & MAINTENANCE		7,171.15	24,500.51	53,000.00	46
03-330-000-0000-6306 MAINTENANCE - EQUIPMENT		4,682.60	7,047.69	50,000.00	14
03-330-000-0000-6502 SHOP MATERIALS & SUPPLIES		21,795.37	27,466.19	50,000.00	55

IFX
4/25/22 1:46PM

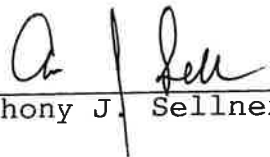
*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2022

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Percent of Year		% of BDG
			Year To Date	Budget	
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES	24,663.39	56,387.91	175,000.00	32
03-330-000-0000-6504	FUEL	46,191.42	87,356.61	240,000.00	36
03-330-000-0000-6506	MINOR EQUIP. PURCHASES	0.00	0.00	25,000.00	0
03-330-000-0000-6507	MISCELLANEOUS EXPENSES	0.00	0.00	15,000.00	0
03-330-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)	0.00	0.00	5,000.00	0
330 DEPT	Totals EQUIPMENT MAINTENANCE & SHOP				
		Revenue		854,606.00	31
		Expend.	122,130.59	264,943.64	
		Net	122,130.59	264,943.64	31
340 DEPT	ROAD & BRIDGE OTHER COSTS				
----- EXPENDITURES -----					
03-340-000-0000-6507	MISCELLANEOUS EXPENSES	0.00	2,104.07	0.00	0
340 DEPT	Totals ROAD & BRIDGE OTHER COSTS				
		Revenue		0.00	0
		Expend.	0.00	2,104.07	
		Net	0.00	2,104.07	0
3 FUND	Totals ROAD AND BRIDGE				
		Revenue	1,079,154.17-	4,606,363.14-	14,193,082.00-
		Expend.	542,677.50	1,721,378.39	19,684,633.00
		Net	536,476.67-	2,884,984.75-	53-
FINAL TOTALS	96 Accounts				
		Revenue	1,079,154.17-	4,606,363.14-	14,193,082.00-
		Expend.	542,677.50	1,721,378.39	19,684,633.00
		Net	536,476.67-	2,884,984.75-	53-



 Anthony J. Sellner, Co. Engr.

 25 APR 2022
 Date



REQUEST FOR BOARD ACTION

Requested Board Date:	5/3/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Award bid for Reflectorized Pavement Markings		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Award construction contract CMP-22-PM; Reflectorized Pavement Markings to apparent low bidder, Sir Lines-A-Lot.

Background Information:

This project consists of putting down Reflectorized Pavement Markings on approximately 83 miles of roadway county wide as designated on map.

The letting date was 4/18/2022 with 2 contractors submitting bids. Sir Lines-A-Lot's bid was \$70,076.37 and Traffic Markings was \$76,023.56.

Work will commence upon request of the County Engineer 3 times through the year with the final application being completed before August 31, 2022.

This project will be funded completely with Road and Bridge Levy funds.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

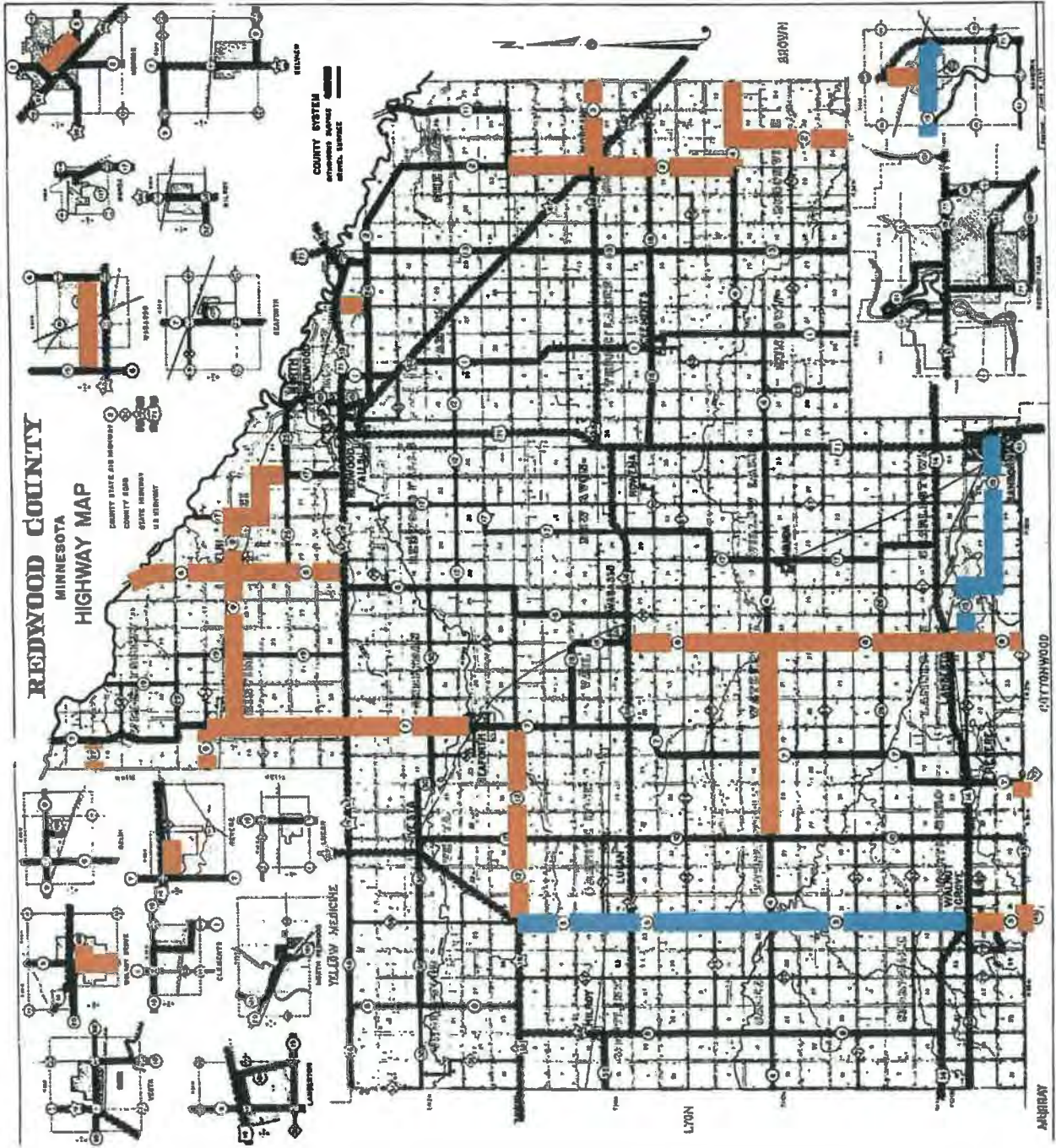
Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

2022 STRIPING

 = C/L ONLY

 = RESTRIPE





REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/2022	Originating Dept.: Highway
Preferred 2nd Date: NEXT AVAILABLE	
Discussion Item: Authorize Board Chair and Administrator to Sign Construction Contract	Presenter: Anthony Sellner, PE
	estimated time needed: 5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorize County Board Chair and County Administrator to sign awarded construction contract 22-9 for CMP-22-PM Reflective Pavement Marking on Designated Paved Roadways County Wide, pending obtaining the signature from the awarded Contractor.

Background Information:

This project consists of putting down Reflectorized Pavement Markings on approximately 83 miles of roadway county wide as designated on map.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date:	5/3/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve Marthaler (GM) price surcharge		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Marthaler (GM) price surcharge for one 1500 Silverado and three 3500 Silverados and change model year from 2022 to 2023.

Background Information:

On June 6, 2021 we ordered a 2022 Chevy Silverado from Marthaler for \$36,911 and on February 1, 2022 we ordered three 2022 Chevy Silverados from Marthaler in the amount of \$45,315 each. Due to industry manufacturing issues and de-prioritization of fleet vehicle purchases by GM, our 2022 models can no longer be built. Marthaler must re-order a 2023 model. Orders can be made beginning mid-May, however pricing will not be available until later this year.

I recommend we place the order in May and re-evaluate once the new prices are determined. We will also obtain new quotes from Wheelborg Ford and possibly a state contract vendor to ensure prices are competitive when they become available.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date:	5/3/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve purchase 2014 Ford Escape		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve purchase of 2014 Ford Escape from Wheelborg Ford in amount of \$17,670.

Background Information:

This purchase will be funded from the 2022 miscellaneous small equipment budget. The 2014 Ford Escape will be used to fill current vehicle needs of the Highway Department engineering staff (currently at 3 vehicles for 5 staff).

Once the 1/2-ton pickup arrives (ordered June 6, 2021) that will be incorporated into the engineering team's use, and the Ford Escape will replace the 2001 Pontiac Bonneville that our Accountant and Administrative Assistant use. Once the 1-ton trucks arrive (ordered February 1, 2022) our maintenance superintendent will deliver his current half ton pickup back to the engineering staff and utilize a 1-ton truck.

The Highway Department will also borrow one pickup from the Environmental Department for this season to meet our needs.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date:	5/3/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve purchase of snowplow truck boxes and attachments		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve purchase of snowplow truck boxes and attachments from Crysteel in amount of \$302,332 for our two 2024 47X Western Star tandem axle trucks from State Contract #193057.

Background Information:

The two 47X Western Star tandem axle snowplow trucks are scheduled for manufacture and delivery in September 2023. Upon delivery, Crysteel will manufacture and install snowplow attachments at a cost of \$151,166 each, for a total cost of \$302,332.

This purchase is from the projected 2023 budget year, and will be paid upon delivery of snowplow truck and attachments (expected in December of 2023).

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



1130 73rd Avenue NE
 Fridley, MN 55432
 (763) 571-1902
 1-800-795-1902
 Fax # (763) 571-5091

Highway 60 East
 Lake Crystal, MN 56055
 (507) 726-6041
 1-800-722-0588
 Fax # (507) 726-2984

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 4/15/2022
 Company: Redwood County Hwy Dept
 Contact: Roger Polkow
 507-637-4056; Cell 507-430-3602
 Phone#: 3602
 Email: Roger_P@co.redwood.mn.us

Reference: REV2 Falls Plow
 Address: 1820 East Bridge Street
 P.O. Box 6
 City: Redwood Falls
 State: MN 56283

	Chassis Estimated Delivery	
Dealer	Front Frame Extension	Yes/NO
Truck Make	Front Mount Hyd or PTO	
Model Year	Air Tank Location	
Truck Model	Air Dryer Location	
CA or CT	Battery Box Location	
Transmission	Exhaust clearance	
Cab Color	Def/Fuel Tank clearance	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA
 CONTRACT NO: 193057
 RELEASE NO: T-863(5)
 CONTRACT PERIOD: MAY 1, 20201 THROUGH APRIL 30, 2022
 EXTENSION OPTION: Up to 48 months
 1-UNIT
 STATE COOPERATIVE PRICING

QTY		Price Each	Extended
1	1.0 Body 1.15 14.5' x 96" Crysteel Select HD Elliptical body,46" sides & rear Specifications: Crysteel Select Heavy Duty Elliptical Body Tandem Axle Struck Side-NO FENDERS 14'6" x 96" 46" Side, Single Wall Elliptical, 3/16 AR450 56" Front, 3/16 AR450, Pressed in front brace 1/4" AR450 Floor 14" wide, 7ga 201 SS rear posts & rubrail Western I-Beam 46" Tailgate, air trip hardware, 3/16 AR450, 2H Braces, spreader chain, banjo holders 1.5" off set top hinge	\$13,082.00	\$13,082.00

		Standard FMVSS 108 LED lights		
1	1.3	Air operated tailgate latch Elliptical HD TA	Standard	
1	1.4	Box Vibrator - Cougar DC-3200 12VDC Elliptical HD TA	\$1,006.00	\$1,006.00
1	1.5	Installation of body Elliptical HD TA	\$1,472.00	\$1,472.00
1	1.020.	Receiver Tubes Welded to Underside of Body for Walk Rail Insert-Carbon Steel-Tandem Axle	\$314.00	\$314.00
1	1.027	Elliptical Folding Ladder Installed	\$78.00	\$78.00
1	1.035	(1) step (each) **Ladder and Inside Steps Mounted to Driver Side Rear	\$128.00	\$128.00
1	1.038	Full Rib Tailgate ILO 2H	-\$104.00	-\$104.00
1	1.045	Sander fitting in front face of rear pillar, split manifold mount	\$365.00	\$365.00
2	1.053	For each extra camera for Buyer's system **Mounted out the rear and down the Wing	\$263.00	\$526.00
1	1.059	24" Mild Steel Free Standing Cabshield adjustable height-Mild Steel uprights	\$1,201.00	\$1,201.00
1	NCI	(2) ABL Flood Lights attached to each side of the Cabshield	\$416.00	\$416.00
1	1.065	55-Gal Reservoir-Stainless Steel-2" suction, in tank return line filter	\$1,895.00	\$1,895.00
1	1.066	Paint Mild steel stationary 24" cab shield w/wiper	\$566.00	\$566.00
1	1.068	(2) shovel holders in stationary cab shield uprights - Vertical	\$239.00	\$239.00
1	1.071	Add for lighted license plate bracket on free standing cab shield	\$213.00	\$213.00
1	1.073	Hard mount strobe light brackets on cab shield outer corners	\$433.00	\$433.00
1	1.075	Whelen Super LED DOT3405D 3-lamp system: (2) Micro 400 LED, (2) 5D-400 Super LED, (2) LED B-T-T, (2) BU lights, in Stainless Housings	\$4,031.00	\$4,031.00
1	1.078	Installation of SS Whelen Light Boxes into Rear Pillar	\$278.00	\$278.00
1	1.080.	Add for Whelen 4TIR3 side warning 400 series (pair)	\$247.00	\$247.00
1	1.085	Mountain electric asphalt tarp system 10'-16' box	\$2,206.00	\$2,206.00
1	1.087	Mountain flip down arm P10-Hoop	\$405.00	\$405.00
1	1.090.	(1) set tandem axle poly fenders w/o lights M4000B	\$1,556.00	\$1,556.00
1	NCI	*Front To Floor Radius	\$300.00	\$300.00
1	NCI	Add for 18x18x24" Steel Toolbox Powder coated Black Installed on Driver Side Behind Fuel Tank	\$513.00	\$513.00
1	NCI	One Pair of Double-Faced Turn Signals Mounted off each side of cabshield	\$448.00	\$448.00
1	NCI	Body & Hoist Manufacturer Material Surcharge	\$8,025.00	\$8,025.00
		<u>1.0 Finish Paint</u>		
1	1.19	Shot blast, seal and paint 14'-14.5' 1 color	\$2,380.00	\$2,380.00
		<u>1.0 Undercoat</u>		
1	1.25	Undercoat underside 14-14.5' box	\$415.00	\$415.00
		<u>2.0 Hoist</u>		
1	2.1	Installation of Roller Combo TA hoist	\$936.00	\$936.00
1	2.2	RC690 Roller Combo Hoist w/greaseable hinge	\$5,464.00	\$5,464.00
1	2.4	Central Grease Bank	\$403.00	\$403.00
		<u>3.0 Scrapper</u>		
1	3.1	Installation of 4500-FX - underbody plow only	\$2,751.00	\$2,751.00
1	3.2	Monroe 4510 FX Under Body Scrapper 001734271	\$7,584.00	\$7,584.00
1	3.6	4500-FX - 15" high x 1" thick moldboard ILO 20" moldboard	\$748.00	\$748.00

1	3.8	4500-FX - Add for 15" x 1" X 12" moldboard extension on passenger side installed	\$1,510.00	\$1,510.00
1	3.17	MS4500 - 9 bank grease line kit installed PN000862281	\$309.00	\$309.00
1	3.11	4500-FX - Add for moving driver side fuel tank out and up for scraper install	\$832.00	\$832.00
<u>4.0 Wing</u>				
1	4.1	Installation of RLP Double Function Wing Plow Only	\$2,953.00	\$2,953.00
1	4.5	Monroe 11DFWMB Patrol Wing	\$6,501.00	\$6,501.00
1	4.12	RDFW - Single hyd. ext. push arm nitrogen cushion 320-D4860	\$1,760.00	\$1,760.00
1	4.20.	RDFW - Rear Mt ND style bolt on single push arm no pull plates w/ HD wing stop w/rubber cushion	\$1,545.00	\$1,545.00
1	4.27	RDFW - (1) 4" LED wing light installed 605-1492110	\$262.00	\$262.00
1	4.30.	RDFW - Monroe Para-Glide front wing post ILO standard; short linkage arms, Kit # 00116562	\$1,207.00	\$1,207.00
1	NCI	Add for wing fog Light installed on passenger side of cabshield	\$303.00	\$303.00
1	NCI	Snow & Ice Equipment Manufacturers Material Surcharges	\$5,828.00	\$5,828.00
<u>5.0 Front Hitch</u>				
1	5.1	Installation of front hitch	\$2,182.00	\$2,182.00
1	5.12	MC2075 QCP pin/loop hitch 00012678	\$1,608.00	\$1,608.00
1	5.34	4" x 10" DA lift cylinder 05002953	\$362.00	\$362.00
<u>6.0 Plows</u>				
1	6.129	Mirror mount plow light brackets	\$602.00	\$602.00
1	NCI	** Add to make vertical telescoping light brackets attached to the mirror mount plow light brackets -- See Pictures	\$640.00	\$640.00
1	NCI	GROTE LED Headlights	\$832.00	\$832.00
1	NCI	Falls FX312 Plow with Hydraulic tilt **There isn't a trip mechanism with a hyd tilt plow.	\$12,947.00	\$12,947.00
<u>7.0 Pup Hitch</u>				
1	7.1	Installation of 3/4" Pull Plate	\$979.00	\$979.00
1	7.2	Hitch plate assy-D-rings, Gussets, Plug, Gladhands	\$615.00	\$615.00
1	7.3	Pup Hydraulic Line 1" with Quick Couplers & dust caps to rear plate, switch in cab for air tailgate	\$824.00	\$824.00
1	7.5	Add for Rear pull plate for Chipper or Asphalt Paver Application	\$1,775.00	\$1,775.00
1	7.7	Holland Air cushioned Pintle Hitch	\$615.00	\$615.00
<u>NOTE: <i>Layout to be approved by customer at pre-build meeting before installation</i></u>				
<u>8.0 Sander</u>				
1	8.1	Installation of MS969 Sander	\$1,421.00	\$1,421.00
1	8.3	Monroe MS969-OW-DD-DD-SS Stainless Steel Sander One Way flighted, direct drive, SS spinner assy w/poly spinner, Arm level or gravity level, customer choice, dual discharge	\$4,461.00	\$4,461.00
1	8.9	MS969 - Add for Sensor installed in Auger Motor	\$407.00	\$407.00
1	8.12	MS969 - Add for Sander shields SS for Elliptical body	\$525.00	\$525.00
1	8.16	MS969 - (1) 4" LED sander light installed 605-1492110	\$262.00	\$262.00
<u>9.0 HYDRAULICS</u>				
1	9.005	7 Functions-6100EX Electric Controlled-INSTALLED	\$25,737.00	\$25,737.00

		Includes: SS Valve Enclosure, Pressure Relief Valve for front plow hose connections.		
1	9.101	6100 - Scraper Kit -- (Auto Reverse Lift - Accumulator)	\$2,218.00	\$2,218.00
1	9.102	6100 - Wing Kit -- (Lock Valves - Counterbalance Valve)	\$804.00	\$804.00
1	9.103	6100 - Add for Pup Valve Section	\$1,528.00	\$1,528.00
1	9.104	6100 - Add for Seat Mount Option	\$429.00	\$429.00
1	9.107	6100 - Add to Upgrade to a 5 Stick Ultra Control	\$2,170.00	\$2,170.00
1	9.304	6100 - PTO Hyd ILO Front Pump-280 Hot Shift PTO&TXV120 7.3 CID Pump	\$2,097.00	\$2,097.00
1	9.110.	6100 - Add for read Scraper Pressure LCD	\$423.00	\$423.00
2	9.408	6100 - Add for Adapter harness for Camera	\$71.00	\$142.00
1	9.416	6100 - Add for Cable Pull off Valve	\$488.00	\$488.00
1	9.18	FRES - S2-TSM20-L222-AC-DN-SS Temp/Level Sensor 50 Gal. 158 F Behind Cab Res. w/ Slosh Shield	\$147.00	\$147.00
1	9.11	FRES - S95H41 Full ported 1-1/2" NPT Brass ball Valve 600 PSI	\$188.00	\$188.00
1	9.12	FRES - S95I41 Full ported 2" NPT Brass Ball valve 600 PSI	\$208.00	\$208.00
	10.0 Air Bag			
	No Air Bag Quoted			
	11.0 Anti-Icing			
	No Anti-Icing equipment quoted			

Total Package Price Per Unit **\$151,166.00**

Total for 2 units **\$302,332.00**

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for \$2.95

Delivery:

Starting Point: Lake Crystal, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT
*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Lake Crystal
Contact Person:	Josh Miller
Street Address:	52248 Ember Rd
City, State, Zip:	Lake Crystal, MN 56055
Phone #:	(507) 726-6041
Toll Free #:	(800) 722-0588
Fax #:	(507) 726-2984
Email Address:	jmiller@crysteeltruck.com



REQUEST FOR BOARD ACTION

Requested Board Date:	5/3/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve Western Star 2nd Price Surcharge		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorization to pay 2nd surcharge fee on the snowplow truck purchase as approved on December 7, 2021.

Background Information:

The original snowplow truck purchase cost was \$125,201 on December 7, 2021.

On March 1 we approved a \$4,500 surcharge on the original purchase order (3.6% increase), effective on all Model Year 2023 4700 Tandem Axle Western Star Trucks made for North America.

On April 19, 2022 we received another surcharge in the amount of \$10,300. This price surcharge only affects this one truck we purchased.

The excess cost will be funded through the 2022 miscellaneous small equipment budget.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

DAIMLER TRUCK

North America

April 19, 2022

To: All Freightliner & Western Star Dealers (US/CAN)
Subject: CY22/MY23 Pricing Surcharge Update – Freightliner & Western Star

Dear Dealer Partners,

As discussed with you yesterday, the continued challenging global and domestic economic conditions have made it necessary for Daimler Truck North America (DTNA) to implement an additional pricing surcharge on all MY23 Freightliner & Western Star trucks (details below). Increases are in addition to the \$2,900 - \$4,500 Total MY23 Surcharge announced in December 2021 for CY22/MY23 units.

This new surcharge will be applied on CY22 units with a schedule build date starting May 30th, 2022. Units with a schedule build date on or before May 29th, 2022 are price protected and will not be impacted by the newly updated surcharge.

DTNA is committed to release MY24 Pricing in Q3/2022.

Below are the updated Model Year 2023 Pricing Surcharge Details:

Values in USD

Models	Total MY23 Surcharge (as of January 1 st , 2022)	Additional Surcharge	Total MY23 Surcharge As of May 30 th **, 2022
Cascadia*/5700	\$4,200	\$5,700	\$9,900
4700/47X/4900/49X/122SD/6900	\$4,500	\$5,800	\$10,300
M2106/112 & 108/114SD	\$2,900	\$3,800	\$6,700

**Includes eCascadia*

*** Indicates schedule build date*

- The Total MY23 Surcharge fee applies to all units included in your CY22 Dealer Reservation System plan, including both Program and Concession reservations with a schedule build date of May 30th, 2022 or after.
- The total non-discountable surcharge will be presented as a single line item on the truck invoice.
- Dealers are responsible to update and include Total MY23 Surcharge on all current and future quotes for CY22/MY23.
- Total MY23 Surcharge is in addition to all previous CY22 Surcharges announced by DTNA including FCCC for the Tire Surcharge, DD13 Gen 5, CARB22, Standard Destination & Freight, etc.

Order Cancellation Guidelines:

- Entire backlog beginning 05/30 is cancellable until April 29th, 2022 (program and concession). This includes units inside the standard 90 day window from schedule build date.
- After April 29th, 2022 standard cancellation policies apply:
 - Program trucks are non-cancellable.
 - Cancellations will only be accepted outside of 90 days from schedule build date.
 - Q3 cancellations required by 5/31, Q4 cancellations required by 7/1.
 - All reorders required by 7/1 (CY22 closeout date).
 - Plans must be modified to reflect all cancellations and reorders.

- Cancelled orders will not result in plan volume forfeitures. All cancelled units (regardless of plan quarter) will be returned to dealer plans in their Q4 volumes and can be reordered as necessary. Concession for concession and program for program cancellation-reorder requirements still apply.
 - Per standard cancellation policy, all Top 50 cancellations cannot be repurposed and will revert back to DTNA.

John O'Leary
President & CEO

David Carson
SVP Sales & Marketing



REQUEST FOR BOARD ACTION

Requested Board Date:	5/3/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve UofM and MnDOT agreement to reimburse Road Widener Fixes		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve UofM and MnDOT agreement to reimburse road widener fixes.

Background Information:

In 2021 our new road widener needed repairs and steel reinforcement in order to improve it's ability to deliver material to roadway shoulders. Our total costs were \$5,438 to date. The attached grant allows us to receive reimbursement after we complete an advertising video, report, presentation and demonstration for the MN Local Road Research Board Local Operation Assistance (OPERA) Program.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Non-Federal Subaward Agreement

UMN CON# 87129

Pass-through Entity (PTE): Name: Regents of the University of Minnesota Address: Office of Sponsored Projects Administration McNamara Alumni Center 200 Oak Street SE, Suite 450 Minneapolis, MN 55455-2070	Subrecipient: Name: Redwood County Address: 1820 East Bridge St., Redwood Falls, MN 56283
PTE Prime Award No.: 1044284	EIN No.:
PTE Awarding Agency: MN Dept of Transportation	Subaward No.: H008687504
PTE Principal Investigator: Mindy Carlson	Subrecipient Principal Investigator: Anthony Sellner
Subaward Period of Performance: 7/1/2021-7/31/2022	Amount Funded This Action: (USD) \$7,000

Project Title: Project No. 2021-03: Road Widener Improvements for Efficiency and Public Safety

Reporting Requirements: [Check here if applicable: See Attachment 4]

Terms and Conditions

- 1) PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): as specified in Subrecipient's proposal dated ; or as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- 2) PTE shall reimburse Subrecipient not more often than monthly for allowable costs or per Attachment 4. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and signed-certification as to truth and accuracy of invoice. *Invoices that do not meet these requirements shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to sub-inv@umn.edu.
- 3) All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 4) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3.
- 5) Matters concerning the request or negotiation of any changes in the terms and conditions cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 6) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers or directors, to the extent allowed by law.
- 7) Either party may terminate this agreement with thirty (30) days prior written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. PTE shall pay Subrecipient for all allowable, noncancellable obligations in the event of termination.
- 8) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than thirty (30) days prior to the desired effective date of the requested change.
- 9) The Subaward is subject to the terms and conditions of the prime award and other special terms and conditions, as identified in Attachments 1 and 2.
- 10) Any inconsistency in this subaward shall be resolved by giving precedence in the following order: 1) subaward terms and conditions; 2) prime award agreement terms and conditions; and 3) other documents, exhibits and attachments incorporated by reference.

Agreed by Authorized Official of Pass-through Entity:	Agreed by Authorized Official of Subrecipient:
Name: Title: 	Name: Title:
Date: 	Date:

Attachment 1
Prime Award Terms and Conditions

Prime Award Terms and Conditions:

I. ALLOWABLE COSTS

The PTE will compensate the Subrecipient for costs incurred in the performance of the subaward provided that:

1. The total of such costs does not exceed the total cost estimate;
2. Such costs used exclusively to defray expenses directly associated with this subaward;
3. Such costs are allowable by term of the prime award;
4. Such costs are incurred in accordance with Subrecipient's established policy and procedure.

II. PRIME AGREEMENT

The Prime Award is attached.

III. REMITTANCE ADDRESS

Payments shall be mailed to the Subrecipient's Financial Contact, as shown in Attachment 3B, or to the address below:

IV. ADDITIONAL TERMS AND CONDITIONS

Attachment 2 Other Special Terms and Conditions

Other Special Terms and Conditions:

I. ADVANCE UNDERSTANDINGS

The following assurances are made and verified by Subrecipient's Authorized Official on the face page of this subaward:

1. **Biosafety of Recombinant DNA.** If this project involves recombinant DNA, Subrecipient agrees to assume primary responsibility for complying with both the intent and procedures of the National Institutes of Health (NIH), DHHS Guidelines for Research Involving Recombinant DNA Molecules, as revised (http://osp.od.nih.gov/sites/default/files/NIH_Guidelines.html).
2. **Care and Use of Animals.** If this project involves vertebrate animals, Subrecipient agrees to assume primary responsibility for complying with the Animal Welfare Act (7 USC, 2131-2156), Public Law 89-544, 1996, as amended, and the regulations promulgated thereunder by the Secretary of Agriculture in 9 CFR Parts 1, 2, 3 and 4. In the case of domesticated farm animals housed under farm conditions, the Subrecipient shall adhere to the principals stated in the Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching, Federation of Animal Science Societies, 1999.
3. **Protection of Human Subjects.** If this project involves human subjects, Subrecipient agrees to assume responsibility for complying with the Federal Policy of Human Subjects as set forth in 45 CFR Part 46, 1991, as amended. All nonexempt research involving human subjects must be approved and under continuing review by an IRB.
4. Subrecipient will comply with all Health Insurance Portability and Accountability Act (HIPAA) Regulations as applicable.

II. RECORDS/AUDIT

1. **Records:** Subrecipient shall maintain adequate financial records in accordance with generally accepted accounting principals. The transaction document(s) must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of the agreement to substantiate costs.
2. **Audit:** Subrecipient shall preserve and make available all records related to the subaward agreement for examination by PTE, the federal government and/or their duly authorized representative.
 - a. Until the expiration of six (6) years from the date of submission of the final invoice and/or the completion or settlement date resulting from early termination of the subaward agreement.
 - b. Records relating to any litigation, claim or audit, started before the expiration of the six (6) year period shall be retained until the findings have been resolved; and
 - c. Any costs, which, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the subaward agreement has expired.
3. The Subrecipient shall provide promptly upon PTE's request fiscal compliance documents, including but not limited to the Audit Certification and Financial Questionnaire and copies of the Subrecipient's annual audited or unaudited financial statements in order to demonstrate fiscal viability and the existence of organizational controls. In addition, Subrecipient agrees to allow PTE to conduct performance and fiscal audits during Subrecipient's performance period and for a reasonable period thereafter.

III. PROGRAM INCOME

The Subrecipient shall consult with the PTE's Administrative Contact to develop a plan to use program income to offset project expenses or further the objectives of this subaward agreement.

Attachment 3A
Non-Federal Subaward Agreement

Subaward Number:

Pass-through Entity Contacts

Pass-through Entity

Name:

Address:

City: State: Zip Code:

Pass-through Entity's Administrative Contact

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Pass-through Entity's Principal Investigator

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Pass-through Entity's Financial Contact

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Pass-through Entity's Authorized Official

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Attachment 3B
Non-Federal Subaward Agreement
Subrecipient Contacts

Subaward Number:

Subrecipient Place of Performance

Name:

Address:

City: State: Zip Code + 4:

EIN No.: Institution Type:

Is Subrecipient currently registered in SAM? Yes No

Is Subrecipient exempt from reporting compensation? Yes No

DUNS No.: Parent DUNS No.: Congressional District: Parent Congressional District:

Subrecipient Administrative Contact

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Subrecipient Principal Investigator (PI)

Name:

Address:

City: State: Zip Code + 4:

Telephone: Fax:

E-mail:

Subrecipient Financial Contact

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Subrecipient Authorized Official

Name:

Address:

City: State: Zip Code:

Telephone: Fax:

E-mail:

Attachment 4
Reporting Requirements

II. FINAL FINANCIAL REPORT/INVOICE

A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to sub-inv@umn.edu NOT LATER THAN DAYS after subaward end date. The final statement of costs shall constitute Subrecipient's Final Financial Report. Subrecipient acknowledges that if invoices are not received within DAYS after the PTE's notification and request for final invoice as outlines herein, PTE can not guarantee payment for services performed by Subrecipient and Subrecipient may forfeit its right to remittance under the subaward agreement.

III. TECHNICAL REPORTS

Subrecipient shall submit progress reports as requested by the PTE's Principal Investigator.

IV. OTHER REPORTING REQUIREMENTS

Attachment 5
Statement of Work and Budget

WORKSCOPE

See attachments

BUDGET

See attachments

**Minnesota Local Road Research Board
Local Operational Research Assistance (OPERA) Program**

PROJECT PROPOSAL FORM

Project Details

Date of Proposal: 8/26/21

Agency Submitting Proposal: Redwood County

County or City Engineer: Anthony Sellner, PE

(The county or city engineer must approve this proposal before submittal and is considered the principal investigator for the project.)

Proposal Sponsor/Champion: Redwood County

Funding Requested: \$ 7,000

Proposal/Project Title: Road Widener Improvements

Please use additional pages if needed for detailing the problem, testing, evaluation, etc.

1) Please describe the problem your project will attempt to solve.

Correct the road widener from catching the dump truck tail gate pin & reinforcing the bottom so that the widener does not collapse inward on itself, and improve skids.

2) Please provide a detailed description of the testing you will conduct.

Will use the road widener & test that the tailgate pin deflects off the equipment & the reinforcement & skids improve functionality.

3) What evaluation criteria will you use to evaluate your project's success?

The road widener does not collapse inward, and skids across the ground smoothly when applying material.

4) What assumptions are you making as part of your project?

Reinforced steel, welding, and finishing (painting) will solve the problem. We invented our own road widener previously, and sold that this year for this new tool, which can be improved.

5) How will your project be implemented?

During road widening and gravel shouldering operations, saving counties time, expense, fines, and making our MN roadway shoulders safer.

**Minnesota Local Road Research Board
Local Operational Research Assistance (OPERA) Program**

PROJECT PROPOSAL FORM

Estimated Project Cost and Timeline Information

Estimated project costs	Hours	Cost	Total	Donations	Total
Fabrication Costs	30	\$200/hr	\$6,000	0	
Application Costs	0	0	0	0	
Equipment Rental	0	0	0	0	
Material Costs		\$1,000 in steel			
Equip. Purchase Costs		\$0			
Testing Costs		\$0 (in house)			
Report Preparation Costs	1				
Note: Do not include your organization's staff time.			Total Project Costs	\$ 7,000	

This section is for data inquiry only. You are not required to submit invoices from vendors.

Estimated Time-line	Month	1	2	3	4	5	6	7	8	9	10	11	12
Authorization & Start up	2021 AUG		2					6					
Purchase materials/Equipment	2021 AUG		2					7					
Installation of Equipment	2021 AUG		2					7					
Field Preparation/Application Testing/Data Collection	2021 SEP	1				5							
Evaluation	2021 SEP	3				0							
Report Preparation	2021 OCT	3											
Completion of Project	2021 NOV	3											

Does this project require work or testing that can only be done during a specific season?
If so, which season(s)? YES - SPRING, SUMMER, FALL

Estimated completion date of project/study: NOV 3, 2021

If you are selected to receive funding, do you have the capability to complete the following activities? Please select all that apply.

- Write a report
- Take photos
- Create a video
- Give a presentation and/or demonstration

Total Cost of Project: \$ 7,000

OPERA Funding Requested: \$ 7,000

**Minnesota Local Road Research Board
Local Operational Research Assistance (OPERA) Program**

PROJECT PROPOSAL FORM

Organization and Contact Information

County or City Engineer: Anthony Sellner

Phone #: 507-766-2526 E-mail: Anthony_s@Co.redwood.mn.us

Proposal Sponsor/Champion: Redwood Co

Phone #: 507-637-4056 E-mail: rchd@Co.redwood.mn.us

Organization Information (City/County/Township):

Financial Administrator Contact (handles contract process, invoices & payments)

Name: Paula Olson

E-mail address: Paula_o@Co.redwood.mn.us

Phone #: 507-637-4056 Fax #: 507-637-4060

Organization Name
(City/County/Township): Redwood Co.

Address: 1820 East Br. St.

City, State Zip: Redwood Falls MN 56203

Submitted by: Anthony Sellner Proposer Approved by: Anthony Sellner County/City Engineer

Return this form by e-mail, mail or fax:
Mindy Carlson, Center for Transportation Studies,
University Office Plaza, Suite 440, 2221 University Avenue SE, Mpls, MN 55414
Fax: 612-625-6381
Phone: 612-625-1813
carlson@umn.edu

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
FOR PROFESSIONAL/TECHNICAL SERVICES**

Project Identification: Operational Research Program for Local Transportation Groups FY21-FY22

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and **Regents of the University of Minnesota** acting through its **Office of Sponsored Project Administration, 450 McNamara Alumni Center, 200 Oak Street SE, Minneapolis, Minnesota 55455** ("University").

RECITALS

1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. Minnesota Statutes §471.59 authorizes State and University to enter into this agreement.
3. The State is in need of research services to promote innovations in operations and maintenance by stimulating and conducting research; to create an environment for intelligent improvements to maintenance operations with a safer, easier and more efficient environment for the worker; to provide the motoring public with a safer, user friendly, efficient and environmentally sound transportation network; and to facilitate the dissemination of operations technology through the Research Implementation Committee (RIC), Circuit Training and Assistance Program (CTAP), the publication of reports and participation in the MN Roadway Maintenance Training and Demo Day, Fall Maintenance Expo and Minnesota Local Technical Assistance Program (LTAP).
4. The University represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of State.

AGREEMENT

1. Term of Agreement; Survival of Terms; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2. **The University must not begin work under this agreement until this agreement has been fully executed and the University has been notified by State's Authorized Representative to begin work.**
- 1.2 **Expiration Date:** This agreement will expire on **August 31, 2022**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 6. Indemnification; 7. State Audits; 8. Government Data Practices; 9. Intellectual Property Rights; and 10. Venue.
- 1.4 **Exhibits:** Exhibits A through D are attached and incorporated into this agreement.

2. Scope of Work and Deliverables

- 2.1 **Scope of Work:** The University will complete the work described in Exhibit A.
- 2.2 **Deliverables:** Deliverables are the work products created or supplied by the University pursuant to the terms of this agreement. Deliverables to be provided for under this agreement, by the University, are described in Exhibit A. Specifications for deliverables, as applicable, include:
 - 2.2.1 **Quarterly Reports:** State requires Quarterly Summary Reports documenting the progress of the agreement and any issues to be resolved for continuation of the project. State requires the Quarterly Summary Report to be furnished in an electronic format and e-mailed to the Project Coordinator and Technical Liaison, identified below.
 - 2.2.2 **Final Report:** If a final report is identified as a deliverable in the agreement, the University will comply with State's report format guidelines. The report format guidelines are specified in the "Minnesota Department of Transportation Electronic Publishing Guidelines", which can be found at the following website: <http://www.dot.state.mn.us/research/documents/mndot-research-publishing-guidelines.pdf>.

The University may also contact State's Research Services for a copy of the guidelines and any other report publishing policies. Research Services website can be found at: <http://www.dot.state.mn.us/research/>. State will not hold a Final Report for a time period exceeding one year in the case of pending journal publications or patent application. Any requests for an extension of the one year limit must be submitted, in writing, for approval by State.

- Draft and Final Reports will include an executive summary, up to three pages in length which will analyze and summarize the most important points in the paper or report highlighting the key findings and recommendations. The University will use reasonable efforts to ensure that draft and final reports are free of spelling and grammatical errors and check for plagiarism. The technical report publication page needs to identify the document descriptors using the Transportation Research Thesaurus (TRT). The TRT link is: <http://trt.trb.org/trt.asp?keywords=pavements&search=Search>.
- The draft and final report must be submitted both as PDF file and Microsoft Word (.docx).

2.2.3 Software Package: If software is identified as a deliverables in the agreement, the University will follow State's Research Services Software Deliverables Guideline.

2.2.4 Presentation Materials: If the University will be delivering and/or presenting research findings prior to the end of the agreement, the University will consult with State's Project Coordinator before presenting the findings. Furthermore, the University must provide copies of the presentation materials to State's Project Coordinator within one week of the presentation.

2.2.5 Any other type of deliverables, such as an open-access, peer-reviewed journal article in lieu of a final report, has been agreed to by each contract party and is specified in Exhibit A.

2.3 For research agreements:

2.3.1 The University will follow the Technical Advisory Panel (TAP) Guidelines in the completion of this agreement, which can be found at the following website:

<http://www.dot.state.mn.us/research/documents/TAPGuidelines.pdf>.

2.3.2 The University can find a list of forms and guidelines at the following website:

<http://www.dot.state.mn.us/research/forms.html>.

2.4 Work of Others: When appropriate, deliverables will include attribution for work of others. If use of works of others is more than "fair use", the deliverables must indicate that such works are used with permission of the holder of the copyright or owner of other intellectual property rights.

2.5 Items Provided and/or Completed by State:

2.5.1 After authorizing the University to begin work, State will furnish any data or material in its possession relating to the project that may be of use to the University in performing the work.

2.5.2 All such data furnished to the University will remain the property of State and will be promptly returned upon State's request or upon the expiration or termination of this agreement.

2.5.3 The University will analyze all such data furnished by State. If the University finds any such data to be incorrect or incomplete, the University will bring the facts to the attention of State before proceeding with the part of the project affected. State will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.

2.5.4 See Exhibit A for additional information on State's Assistance.

3. Payment

3.1 Consideration of Payment

3.1.1 Consideration: State will pay for all services performed by the University on a lump sum basis. The University will submit invoices for tasks completed after receipt of the Deliverable Approval Form from State.

3.1.2 Budget Details: See Exhibit B for the approved budget for this agreement. The University may deviate from the approved budget contained in Exhibit B only in accordance with the provisions set forth in the Federal Office of Management and Budget (OMB) 2 Code of Federal Regulations (CFR) Part 200, "Uniform Administrative

Requirements Applicable to Grants and Agreements with Universities of Higher Education, Hospitals and Other Non-Profit Organizations”, in effect at the effective date of the agreement. The University’s Authorized Representative must notify State, in writing, if the maximum amount of the agreement is likely to be exceeded. The request must include the amount of additional funds and the reasons for the request. State may approve, modify or reject such request. The University will not be reimbursed for additional expenses incurred under the agreement without State’s prior written authorization.

3.1.3 Budget Development:

3.1.3.1 Direct Costs:

- Salaries and Fringe Benefits will be those established for the University in the approved pay plan and fringe benefit rate schedule for the University for the period covered by the agreement.
- Reimbursement for travel and subsistence expenses actually and necessarily incurred by the University as a result of this agreement will be reimbursed in same manner and in no greater amount than provided in the current “University of Minnesota Travel Policy” found at <http://policy.umn.edu/finance/travel>. The University will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. The University must submit the Travel Authorization Form, available in the Technical Advisor Panel (TAP) Guidelines, which can be found at the following website: <http://www.dot.state.mn.us/research/documents/TAPGuidelines.pdf>. The request must include the purpose of the travel and the associated costs.
- When approved, conference travel will be listed as a separate task. This conference travel task will only be paid upon State’s receipt and approval of a “Travel Authorization Form”, and after travel occurs. The budget will identify potential research team members approved to incur conference travel costs.
- Consumable Supplies and Equipment will be purchased at the lowest price available to the University.
- When approved, Computer Equipment and Usage charges will be set forth in the agreement and proposed as follows:
 - o Purchased equipment will be at the most competitive price(s) available to the University and will require supportive documentation for equipment purchases including Price/Make/Model/Serial numbers over \$3,000.00.
 - o Usage charges will be at the rates established by the University for the particular equipment used for the period covered by agreement. When no such rate exists, a usage rate will be negotiated and established for the agreement.
 - o Disposition of purchased equipment will be in accordance with the terms set forth in 3.1.3.3 (Title and Disposition) of this agreement.
 - o Unless the agreement provides otherwise, State does not bear the risk of loss or damages to apparatus or equipment purchased under this project.
- Shop Charges and Service Center Charges will be at the rates established for interdivisional billing within the University for the period covered by this agreement.
- Equipment Needs, as defined in 3.1.3.3 will be set forth in the budget and will be at the price paid by the University. Any expenditure varying from the approved budget must be approved, in writing, by State’s Authorized Representative.
- If equipment is included in the budget, justification for the purchase must be included.
- Specialized or Non-Expendable Research Equipment: Non-expendable research equipment is defined as equipment, tools and instruments that are not consumed during use, and which retain their original identity and characteristics during their useful life. Upon completion of a research project, for which non-expendable equipment was purchased, ownership of the equipment will be vested in State unless otherwise agreed upon. If all parties are in agreement, the equipment may be purchased by the University, from State, at the salvage value determined at the time of purchase.

- For some research projects, computers or special software must be purchased or leased for use on the project. The purchased or lease computers, software or electronics will follow the same guidelines for other non-expendable equipment. Any Computer purchase requires justification of purchase.
- **Consultants and Subcontractors.** When the University intends on utilizing consultants or subcontractors on a project, they must be identified in the agreement, and their combined costs may not exceed 50% of the total agreement costs. Exceptions to the 50% maximum may be granted on a case-by-case basis when preapproved and explicitly noted within the agreement.

3.1.3.2 Indirect Costs:

- Indirect costs, when agreement costs are reimbursable by non-state funds, credited to the Trunk Highway Fund will be reimbursed at the current negotiated federal government rate. This indirect rate will be based on the cost principles contained in 2 CFR Part 200. The indirect cost rate agreement will be provided upon request by State's Authorized Representative.
- The indirect costs established herein will be in force for the period of performance of this agreement.

3.1.3.3 Non-Consumable Personal Property and Computer Hardware Equipment:

- **Definition.** As used herein, the term "Equipment" means non-consumable personal property and computer hardware (to include computers, peripheral hardware, internal enhancements and any purchased software which is required to make equipment operational) to be used in the performance of agreements having an acquisition cost of \$3,000.00 or more and a useful life expectancy greater than two years.
- **Purchases:** Equipment purchases will be made in accordance with the terms set forth in 3.1.3.1.
- **Title and Disposition:** Title to equipment purchased with funds from this agreement resides with the University and must be accounted for through the University's property inventory system. The University must provide a complete list of all equipment purchased under this agreement and its current location and status by April 15th of each year to State's Authorized Representative. Continued use of the equipment during its useful lifetime for the same or other related projects will constitute acceptable use of the equipment. If State decides not to take ownership of equipment and University decides not to retain the equipment, it may be sold to a third party outside at salvage value and removed from the University inventory. Fund from the salvage will be returned to State. State reserves the right to transfer the equipment and the title thereto State within one year of the agreement termination or expiration in those cases where State, in its sole discretion, determined that equipment purchased with funds from this agreement is needed to implement or further the objectives of the research. A request to transfer equipment and the title thereto, to State will be made, in writing, by State's Authorized Representative.
- When applicable, equipment purchases will be listed as a separate task.

3.1.4 Invoice Schedule: The University will submit invoices for payment in accordance with the following schedule and in the corresponding amounts:

Quarter 1:	\$ 20,000.00
Quarter 2:	\$ 20,000.00
Quarter 3:	\$ 20,000.00
Quarter 4:	\$ 20,000.00
Quarter 5:	\$ 20,000.00
Quarter 6:	\$ 20,000.00
Quarter 7:	\$ 20,000.00
Quarter 8:	\$ 20,000.00

- 3.1.5 **Total Obligation:** State's total obligation for all compensation and reimbursements to the University will be **\$160,000.00**.
- 3.1.6 **Travel Authorization:** The University must use the "Request for State's Travel Authorization" form set forth in Exhibit C when requesting to incur travel costs under this agreement.

3.2 Terms of Payment

- 3.2.1 **Invoices.** The University must submit invoices electronically for payment, using the format set forth in Exhibit D. The University will submit invoices for payment upon completion and State's acceptance of each task.
- 3.2.2 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the University's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the University within 10 days of discovering the error. After State receives the corrected invoice, State will pay the University within 30 days of receipt of such invoice. State reserves the right to audit all invoices, at State's discretion.
- 3.2.3 **Invoice Package Submittal.** The University must submit the signed invoice for review and payment, to State's Consultant Services Unit, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services.
- 3.2.3.1 Each invoice must contain the following information: State's Agreement Number, the University's invoice number (sequentially numbered), the University's billing and remittance address, if different from business address, and the University's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
- 3.2.4 **Federal funds.** If federal funds are used, the University is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the University's failure to comply with federal requirements.
- 3.2.5 **Time:** State needs to be fiscally accountable for funding of contracts. Requests for contract time extension or change in task schedule are contingent on funding availability within the State's fiscal year.
- 3.2.6 **Retainage:** Under Minnesota Statutes §16C.08, subdivision 5(b), no more than 90 percent of the amount due under this agreement may be paid until the final product of the agreement has been reviewed by State's agency head. The balance due will be paid when State's agency head determines that the University has satisfactorily fulfilled all the terms of the agreement.

3.3 Conditions of Payment:

- 3.3.1 All services provided by the University under this agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The University will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law.
- 3.3.2 Authorized representative of State will have the right to inspect the work performed by the University under this agreement. Such inspections will be arranged at mutually agreeable times.
- 3.3.3 State agrees to accept the in accordance with the provisions set forth in the Federal OMB 2 CFR Part 200, "Audits of States, Local Governments and Non-Profit Organizations" as adequate to substantiate the validity of the procedures used for expenditure claims.

4. Agreement Personnel**4.1 State's Authorized Representative will be:**

Name/Title: Jason Paul, Contract Administrator
 Address: Minnesota Department of Transportation
 Consultant Services Unit, Mail Stop 680
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800
 Telephone: 651-366-4692
 E-Mail: Jason.paul@state.mn.us

State's Authorized Representative, or his/her successor, will monitor the University's performance and has the authority to accept or reject the services provided under this agreement.

4.2 State's Project Coordinator will be:

Name: Thomas Johnson-Kaiser, Project Coordinator
 Address: Minnesota Department of Transportation
 Office of Research and Innovation, Mail Stop 330
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800
 Phone: 651-366-3788
 E-Mail: Thomas.johnson-kaiser@state.mn.us

4.3 State's Technical Liaison will be:

Name/Title: Kristine Elwood, Business Manager
 Address: Minnesota Department of Transportation, Mail Stop 120
 State Aid for Local Transportation
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800
 Telephone: 651-366-4831
 E-Mail: Kristine.elwood@state.mn.us

State's Project Coordinator and Technical Liaison, or their successors, have the responsibility to monitor the University's performance and progress. State's Project Coordinator and Technical Liaison will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of the University's goods or services and make recommendations to State's Authorized Representative for certification for payment of each Invoice submitted for payment.

4.4 The University's Principal Investigator will be:

Name/Title: Mindy Carlson, Program Director
 Address: University of Minnesota
 Department of Center for Transportation Studies
 2221 University Avenue SE., Minneapolis, MN 55414-3063
 Telephone: 612-625-1813
 E-Mail: carlson@umn.edu

If the University's Authorized Representative changes at any time during this agreement, the University must immediately notify State's Authorized Representative. Key personnel are defined as the Principal Investigator, together with any academic personnel and senior scientific personnel identified as key personnel by name.

4.4.1 The University will not add, replace, remove or substitute any key personnel, if named, without the prior written approval of State.

4.4.2 If, for any reason, substitution of a specified individual becomes necessary, the University will provide timely notification to State's Authorized Representative. Notification must be written and may be transmitted by e-mail and must include the proposed successor's name and a resume. State will have the right to approve or reject the proposed successor. If a proposed successor is rejected, the University will propose additional candidates until a

satisfactory successor is selected.

- 4.4.3 In the event of departure or substitution of the Principal Investigator, the University must communicate, in writing, the current status of the project, the findings to date and a plan for completing the project. State will withhold payment of the most recent invoice until this plan is submitted and accepted in writing.
- 4.4.4 The University's Authorized Representative must promptly notify State's Authorized Representative if the level of effort by any of the key personnel devoted to the agreement will vary by more than 25% from the anticipated level set forth in this agreement.

5. Assignment, Amendments, Waiver and Contract Complete

- 5.1 **Assignment.** The University may neither assign nor transfer any rights or obligations under this agreement without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement 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 agreement, or their successors in office.
- 5.3 **Waiver.** If State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to subsequently enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between State and the University. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Indemnification

- 6.1 Each party will be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of each party is as set out in section 3.736 of the Minnesota Statutes and subject to the limitations therein. Nothing herein will be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision will survive the termination of this agreement.

7. State Audits

- 7.1 Under Minnesota Statutes §16C.05, subdivision. 5, the University's books, records, documents and accounting procedures and practices relevant to any work order contract are subject to examination by State and/or State's Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement. State will provide reasonable advance notice of examinations.
- 7.2 Audits of expenditures incurred and revenues collected under this agreement will be conducted in accordance with the provisions set forth in the Federal OMB 2 CFR Part 200, Subpart E, "Cost Principles Institutions".
- 7.3 The University will maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, travel and services, and other costs and expenses for which payment is claimed.
- 7.4 Records relating to any litigation or claim arising out of the performance of this agreement, or costs or expenses for this agreement, to which exception has been taken as a result of inspection or audit, will be retained by the University until such litigation, claim or exception has been disposed. State will notify the University when applicable.
- 7.5 The University, in maintaining project expenditure accounts, records and reports, will make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative reviews and audits by State, or by the University. Such adjustments will be set forth in the financial reports filed with State's Authorized Representative.

8. Government Data Practices

- 8.1 **Government Data Practices:** The University and State must comply with the Minnesota Government Data

Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the University under this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the University or State. If the University receives a request to release the data referred to in this clause, the University must immediately notify State. State will give the University instructions concerning the release of the data to the requesting party before the data is released.

9. Intellectual Property Rights

- 9.1 Rights in Data – State:** State will have government rights in research data (“Government Rights”) in all of the data and associated intellectual property rights, including copyrights in the Data and Documents created and paid for under this agreement. Government Rights means (except for computer software) the rights of State to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform publicly and display publicly, by or on behalf of State, the Data and Documents. For computer software, Government Rights means the rights of State to use, disclose, reproduce, prepare derivative works and perform publicly and display publicly, by or on behalf of State. Data means all databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disk and other recorded information regardless of form or the media on which it may be recorded, first produced, created or originated by the University, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Data includes “Documents”. Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the University, its employees, agents or subcontractors, in the performance of this agreement.
- 9.2 Rights in Data – University:** The University will have the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by the University in the performance of this agreement, unless otherwise specifically set forth. In addition, unless otherwise specifically provided, the University will have the right to establish claim to copyright subsisting in any data first produced in the performance of this agreement, including the right to permit the creator(s) to establish such claim. In all cases, University and/or the creators will have the right to establish claim to copyright subsisting in scientific and technical articles based on or containing Data first produced in the performance of this contract and published in academic, technical, or professional journals, symposia or proceedings and similar works.
- 9.3 Royalties:** The University will share royalties from copyrightable materials developed under State funded research in accordance with Article 18.
- 9.4 University Action to Protect States’ Interest.** The University will exert all reasonable effort not to violate rights of ownership of any third party in any Data (including reports or other deliverables) specified for delivery to State under this agreement. The University will promptly notify State’s Authorized Representative of any claim. Upon notice, the parties will confer to determine the future uses of, or a replacement for, such Data.
- 9.5 Infringement Claims:** The University will indemnify; defend to the extent permitted by the Attorney General; and hold harmless State, at the University’s expense, from any action or claim brought against State to extent that it is based on a claim that all or part of the Data or Documents infringe upon the intellectual property rights of others. The University will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the University’s or State’s opinion is likely to arise, the University must, at the State’s discretion, either attempt to procure for State on commercially reasonable terms the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Data or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.
- 9.6** By virtue of this agreement, the parties may have access to information that is confidential to one another as defined by the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13. The parties agree to disclose only information to the other party that is required for the performance of obligations under this agreement. The parties agree to maintain confidentiality of the Confidential Information during the term of this agreement,

including renewal periods, and for a period of three years from the effective termination or expiration date of this agreement. Neither party will use said Confidential Information for any purpose other than those purposes specified in this agreement. The parties may disclose Confidential Information to employees requiring access thereto for the purposes of this agreement provided, however, that prior to making any such disclosures each such employee will be apprised of the duty and obligation to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with terms and conditions of this agreement. Neither party will be held financially liable for any inadvertent disclosure, but each will agree to use its reasonable efforts not to disclose any Confidential Information.

9.7 Nothing contained herein will in any way restrict or impair either party's right to use, disclose or otherwise deal with any Confidential Information which:

- 9.7.1 At the time of its receipt, is generally available in the public domain, or thereafter becomes available to the public through no act of the receiving party;
- 9.7.2 Was independently known prior to receipt thereof, or made available to such receiving party as a matter of lawful right by a third party;
- 9.7.3 Is received without obligation of confidentiality from a third party; or
- 9.7.4 Is required by law (including the Minnesota Government Data Practices Act), and/or regulation or court order to be disclosed, in the Even that information is required to be disclosed pursuant to this subsection, the party is required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under law.

10. Venue

10.1 Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Publicity and Endorsement

- 11.1 Publicity: Any publicity regarding the subject matter of this contract must identify State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the University individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.
- 11.2 Endorsement: The University must not claim that State endorses its products or services.
- 11.3 Publication of Research Results. The University and its researchers will have the right to publish and publicly disseminate the results of its work under this Contract. In addition, the University will deposit electronic copies of research reports and other outputs (Works) resulting from the performance of this Contract into the University's Center for Transportation Studies' publications database and the University's Digital Conservancy. The University may make and keep more than one copy of the Works for purposes of security, preservation and access, and may migrate the Works to any medium or format for the purpose of preservation and access in the future. The University will not make any alteration to the Works, other than as allowed by this agreement. Any publication or presentation of research results will identify State as the sponsoring agency.

12. Payment to Consultants and Subcontractors

12.1 (If applicable) As required by Minnesota Statute §16A.1245, the University must pay all consultants and subcontractors, less any retainage, within 10 calendar days of the University's receipt of payment from State for undisputed services provided by the consultant(s) or subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the consultant(s) or subcontractor(s) on any undisputed amount not paid on time to the consultant or subcontractor.

13. Termination; Suspension

13.1 **Termination by the state of Minnesota or State or the University:** State or the Commissioner of Administration

or the University may cancel this agreement at any time, with or without cause, upon 30 days' written notice to the University. Upon termination, the University will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 13.2 **Termination for Insufficient Funding:** State may immediately terminate this agreement if it does not obtain funding from the Minnesota legislature or other funding source; 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 University. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the University will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. State must provide the University notice of the lack of funding within a reasonable time of State's receiving that notice.
- 13.3 **Termination for Failure to Agree to an Amendment:** State may immediately terminate this agreement issued therein if the parties fail to agree upon an amendment to this agreement that State, in its sole discretion, determines is required by statute or executive order.
- 13.4 **Suspension.** State may immediately suspend this agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the University during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. E-Verify Certification (In accordance with Minnesota Statutes §16C.075).

- 14.1 For services valued in excess of \$50,000, the University certifies that as of the date of services performed on behalf of State, the University and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of State. The University is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with the University and made available to State upon request.

15. Plain Language; Accessibility Standards

- 15.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, the University must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the University will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 15.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, the University agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The University's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the University will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such

and the content must additionally be provided in an accessible format.

16. Subcontractor Reporting

16.1 The State is committed to diversity and inclusion in public procurement. If the total value of this contract may exceed \$500,000.00, including all extension options, the University must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, the University will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

17. Patent Rights

17.1 Definitions:

- 17.1.1 "Inventions" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
- 17.1.2 "Subject Invention" means any invention of the University conceived or first actually reduced to practice in the performance of work under this agreement.
- 17.1.3 "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- 17.1.4 "Made", when used in relation to any invention, means the conception or first actual reduction to practice of such invention.

17.2 **Allocation of Principal Rights:** The University may retain the entire right, title and interest throughout the world to each subject invention subject to the provision of this clause. With respect to any subject invention in which the University retains title, State and all political subdivisions of the state of Minnesota, and the providing Federal Agency if federal funding is involved, will have a nonexclusive, nontransferable, perpetual, irrevocable, royalty-free license to practice or have practiced the subject invention for its internal use throughout the world.

17.3 Invention Disclosure, Election of Title and Filing of Patent Application by the University:

- 17.3.1 The University will disclose each subject invention to State's Authorized Representative within two months after the inventor discloses it, in writing to the University's personnel responsible for patent matters. The disclosure to State's Authorized Representative will be in the form of a written report and will identify this contract under which the invention was made and the inventor(s). It will be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation and physical, chemical, biological or electrical characteristics of the invention. The disclosure will also identify any publication, sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to State's Authorized Representative, the University will promptly notify State's Authorized Representative of the acceptance of any manuscript describing the invention for publication or of any sale or public use planned by the University.
- 17.3.2 The University will elect whether or not to retain title to any such invention by notifying State's Authorized Representative, in writing, within 12 months of disclosure, provided that in any case where publication, sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by State to a date that is no more than 60 days prior to the end of the statutory period.
- 17.3.3 The University will file its initial patent application on an elected invention within two years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, sale or public use. The University will file patent applications in additional countries within either 10 months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and

Trademarks to file foreign applications where such filing has been prohibited by a Secrecy Order.

17.3.4 Requests for extension of the time for disclosure to State's Authorized Representative of the election to file patent application may, at State's discretion, be granted. Requests will be in writing to State's Authorized Representative and will identify the agreement under which the invention was made by agreement number and project title.

17.4 **Conditions When State May Obtain Title:** Under the following conditions, the University will convey to State, upon written request, title to any subject invention.

17.4.1 If the University fails to disclose or elects not to reveal the title of the subject invention within the times specified in 17.3.1 and 17.3.2.

17.4.2 In those countries which the University fails to file patent applications within the times specified in 17.3.3; provided, however, that if the University has filed a patent application in a country after the times specified in 17.3.3, but prior to its receipt of the written request of State, the University will continue to retain title in that country.

17.4.3 In any country in which the University decides not to continue the prosecution of any application for, to pay maintenance fees on or defend in re-examination or opposition proceeding on, a patent on a subject invention.

17.5 **Minimum Rights to the University:**

17.5.1 The University will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which State obtains title. The University's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the University is a part and includes the right to grant sublicenses of the same scope to the extent the University was legally obligated to do so at the time this contract was awarded. The license is transferable only with the written approval of State except when transferred to the successor of that part of the University's business to which the invention pertains. If the University fails to disclose the subject invention within the times specified in 17.3.1, the University will retain only a nonexclusive, irrevocable, royalty-free, nontransferable license for its' internal use.

17.5.2 Before revocation or modification of the license, State will furnish the University a written notice of its intention to revoke or modify the license and the University will be allowed 30 days (or such other time as may be authorized by State for good cause shown by the University) after the notice to show cause why the license should not be revoked or modified. The University has the right to appeal, in accordance with applicable agency licensing regulations (if any) and the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modifications of its license.

17.6 **The University's Action to Protect State's Interest:**

17.6.1 The University will execute or have executed and promptly deliver to State all instruments necessary to 1) establish or conform the rights State has throughout the world in those subject inventions to which the University elects to retain title, and 2) convey title to State when requested under 17.4 and to enable State to obtain patent protection throughout the world in that subject invention.

17.6.2 The University will require, by written policy, its employees, other than clerical and nontechnical employees, to disclose promptly, in writing, to personnel identified as responsible for the administration of patent matters, and in a format suggested by the University each subject invention made under this agreement in order that the University can comply with the disclosure provisions of 17.3.1 and to execute all papers necessary to file patent applications on subject inventions and to establish State's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by 17.3.1. The University will instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the

filing of patent applications prior to United States or foreign statutory bars.

- 17.6.3 The University will notify State, in writing, of any decision not to continue the prosecution of a patent application, pay maintenance fees or defend in a re-examination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
- 17.6.4 The University will include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with State of Minnesota support under (identify the contract) awarded by (identify MnDOT). The state of Minnesota has certain rights in this invention".
- 17.7 **Subcontracts:** The University will include in all subcontracts, regardless of tier, the patent rights stipulations of this agreement.
- 17.8 **Preference for United States Industry:** Notwithstanding any other provision of this clause, neither the University nor any assignee will grant to any person or entity, the exclusive right to use or sell any subject invention in the United States unless such a person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by State, in writing, upon a showing by the University or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- 17.9 **Disposition of Royalties:** The University acknowledges the rights of State in the income for inventions developed under state funded research. The University will share the net royalties distributed to it in accordance with the University's Board of Regents' or Board of Trustees' Policy Royalty income resulting from subject inventions developed in the performance of this agreement will be distributed between the University and State in accordance with Article 18 of this agreement.

18. Royalty Income

- 18.1 Royalty income will be the combined net income resulting from both inventions and copyrightable material, including software, resulting from the performance of this agreement.
- 18.2 The University will share royalty income with State in accordance with the Memorandum of Understanding between the University and State, dated March 4, 2005 and entitled "Invention and License Administration Agreement", which is incorporated herein by reference.
- 18.3 State's share of net royalty income will be dedicated to activities that support transportation-related research at the University and will be reinvested in research projects mutually agreed upon by the University's Center for Transportation Studies' Executive Committee and State's Representatives on the Executive Committee. See Article 20 for additional terms governing income received by State.

19. Program Income

- 19.1 **State Funding:** The University will report all net program income, directly generated by an activity funded under this agreement, issued pursuant to this contract to State. Net program income will be defined as gross program income less applicable expenses. The University will account for and report net program income to State for review at the end of this agreement. Such net program income will then, at State's discretion, either 1) be a credit against any remaining compensation due to the University under the agreement in Lieu of receiving such payment, 2) be added to the funds committed to the project under with the income accrued, or 3) to be paid to State in accordance with the provisions of Article 20 and will be applied to future transportation-related research projects at the University. Anticipated program income for specified events may be excluded from this requirement on a case by case basis when explicitly noted within an agreement.
- 19.2 **Federal Funding:** The University will account for, report and use Program Income in accordance with the provisions set forth in the Federal OMB 2 CFR Part 200, Uniform Administrative Requirements for Grants and

Agreements with Universities of Higher Education, Hospitals and Other Non-Profit Organizations, Section 25.

20. Funds Received by State

- 20.1 When State has elected to receive Net Program Income, the parties will enter into a cooperative program agreement, pursuant to Minnesota Statutes section 174.02.
- 20.2 Under a cooperative agreement, pursuant to Minnesota Statutes section 174.02, the money will be deposited into a segregated account in the state treasury, and will be applied to future transportation-related research at the University.
- 20.3 When State is entitled to receive a share of royalty income, State's share of net royalty income will be deposited in a dedicated fund at the University and will be dedicated to activities that support transportation-related research through the University's Center for Transportation Studies. When requested by State, the University will report on the status of these funds.

21. Federal Clauses

The following additional conditions apply to agreements funded with Federal funds:

- 21.1 Federal reimbursement will be limited to the Federal share of costs which are allowable under the Federal cost principles contained in the Federal Acquisition Regulation, Contract Cost Principles and Procedures, 48 Code of Federal Regulations Section 31.
- 21.2 The University warrants and represents that State and the Federal Highway Administration will have a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use for federal, state or local government purposes, any patentable subject matter or copyrightable materials developed or any rights of copyright to which State has purchased ownership, under this agreement. When applicable, the patent rights provisions of 48 CFR Section 27 will apply to this agreement regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.
- 21.3 Federal-Aid Contracts: The University acknowledges that by signing this agreement, it certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid, by or on behalf of the University, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal aided work order contract or the making, extension, continuation, renewal, amendment or modification of any Federal grant, loan, or cooperative agreement.
 - 21.3.1 That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with a Federal aided contract, grant, loan or cooperative agreement, the University must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 21.3.2 That this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 United States Code Section 1352. Any person who fails to file the required certification will be subject to a civil penalty.
 - 21.3.3 That it must require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000.00 and that all such subcontractors must certify and disclose accordingly.
- 21.4 The University must comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 United States Code Section 7606; Section 508 of the Clean Water Act, 33 United States Code Section 1368; Executive Order Number 11738 and all applicable regulations promulgated by the United States Environmental Protection Agency.
- 21.5 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing this agreement, the University is providing the certification set out below:
 - 21.5.1 The certification in this clause is a materials representation of fact upon which reliance was placed when

this agreement was entered into. If it is later determined that the University knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, State may pursue any available remedies, including suspension and/or debarment.

- 21.5.2 The University will provide immediate written notice to State if at any time the University learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 21.5.3 The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this Article, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549.
- 21.5.4 The University agrees that it will not knowingly enter into any subcontract equal to or exceeding \$100,000.00 with a subcontractor who is proposed for debarment under 48 CFR part 9, subpart 9.4; debarred; suspended; declared ineligible; or voluntarily excluded from participation in this covered transaction, unless authorized by State.
- 21.5.5 The University further agrees that it will include this clause, 21.5, without modification, in all subcontracts equal to or exceeding \$100,000.00 and in all solicitations for subcontracts equal to or exceeding \$100,000.00.
- 21.5.6 State may rely upon a certification of the University that it is not proposed for debarment under 48 CFR part 9, subpart 9.4; debarred; suspended; ineligible; or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. State may decide the method and frequency by which it determines the eligibility of University. State may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 21.5.7 Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this Article. The knowledge and information of a participant is not required to exceed that which is normally possessed by the University in the ordinary course of business dealings.
- 21.5.8 Except for subcontracts authorized above, if the University knowingly enters into a subcontract equal to or exceeding \$100,000.00 with a subcontractor who is proposed for debarment under 48 CFR part 9, subpart 9.4; suspended; debarred; ineligible; or voluntarily excluded from participation in the subcontract, in addition to other remedies available to the federal government, State may pursue available remedies, including suspension and/or debarment.

22. Certification of Nondiscrimination (in accordance with Minnesota Statute §16C.053).

- 22.1 For services valued in excess of \$50,000.00, the University certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the University’s business. For purposes of this section, “discrimination” includes, but is not limited to, engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

23. Additional Provisions

NONE

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

UNIVERSITY

The University certifies that the appropriate person(s) have executed the agreement on behalf of the University as required by applicable resolutions, ordinances or charter provisions.

Signed: _____

Title: Principal Grant & Contract Administrator

Date: 29 July 2020

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Signed: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

Signed: _____

Date: _____

THIS ENTIRE SCOPE OF WORK FALLS UNDER SOURCE TYPE 6251

BACKGROUND

The Operational Research Assistance Program (OPERA) for Local Transportation Groups covers anything relating to local government maintenance, preservation or improvement of the transportation infrastructure, equipment, materials, and methods. It encourages involvement by all counties and cities. It particularly strives to encourage maintenance employee's active involvement in research. It promotes operational or "hands on" research. It encourages the development of ideas and methods that improve transportation. The program promotes implementation of new research and transfer of the research experience to all counties and cities. Research project selections will be made by the University program selection committee periodically or as projects are submitted. Local engineers, supervisors, and employees are to provide professional evaluations and results in their field-test report submissions. The University will provide testing data and a written report of the results along with pictures of the research to qualify for final payment. The program strives to develop and promote research that makes a difference and is actively visible locally and statewide.

OBJECTIVE

To promote innovations in operations and maintenance by stimulating and conducting research; to create an environment for intelligent improvements to maintenance operations with a safer, easier and more efficient environment for the worker; to provide the motoring public with a safer, user friendly, efficient and environmentally sound transportation network; and to facilitate the dissemination of operations technology through the Research Implementation Committee (RIC), Circuit Training and Assistance Program (CTAP), the publication of reports and participation in the MN Roadway Maintenance Training and Demo Day, Fall Maintenance Expo and Minnesota Local Technical Assistance Program (LTAP).

SCOPE

The Local Road Research Board (LRRB) will provide funding for research projects and the administrative oversight for this program. Overall management of the program will be provided by the University's Center for Transportation Studies (CTS). CTS will include program management, research development and research funding. CTS will include overall program oversight, implementation, policy recommendations, and OPERA program presentations at transportation related events and marketing opportunities. Research development will include research project solicitation, research project development and application assistance. Research dissemination will include creation of fact sheets (project summaries) of completed OPERA research projects to date and production of selected videos. Fact sheets and videos will be posted to the OPERA website; fact sheets and videos will be disseminated electronically to local agencies; fact sheets will be printed and distributed at appropriate events and activities. Research funding includes processing payments for completed research and executing research contracts with local agencies.

ASSISTANCE

A selection committee made up of one city engineer, one county engineer, a representative from the States Maintenance Operations Group and Aid Division Director.

WORK PLAN

Task Descriptions

Task 1: Project Selection Process

CTS will distribute a Request for Projects (RFP) to local county and city governments. The RFP provides a description of the program, details the requirements, and clarifies the schedule from application to completion of the project. The RFP will be distributed in the startup phase of the contract and then again as needed throughout the contract.

Task 2: Research Contract Management

CTS will manage the contracting process with the cities and counties selected for funding. CTS will communicate the status of the selected OPERA projects to the State (such as funded, contract fully executed, waiting for final report or project

completed). The contractor will respond to inquiries about the project, resolve contracting issues, coordinate requested changes to the standard terms, ensure accurate payment and investigate final report delivery issues.

Task 3: Research Funding

CTS will notify proposers of funding approval, provide contract management and process payments. Once the projects are fully paid by CTS, CTS will then request reimbursement from the State.

Task 4: Develop and Disseminate Educational and Outreach Material for Projects

CTS will edit submitted project field reports and create a fact sheet summarizing results for each of the funded projects. The fact sheets highlight the research conducted with OPERA funding, and may include pictures, video, cost-savings, unintended outcomes, solutions, materials used, specs, potential for implementation and other results relevant for local agency personnel.

Task 5: Facilitate "Build a Better Mousetrap Competition"

CTS will work with LTAP to develop and distribute an electronic announcement to local agencies soliciting projects for the MN State "Build a Better Mousetrap" competition. CTS will facilitate project reviews and select two winners with OPERA committee members. CTS/LTAP will submit the two MN state winners to the Federal Highway Administration (FHWA) to be entered in the National LTAP "Build a Better Mousetrap" competition.

Task Deliverables

Task:	Deliverable(s):
1:	Quarterly report
2:	Quarterly report
3:	Quarterly report
4:	URL for location of fact sheets and supporting education and outreach materials posted to the OPERA website.
5:	Quarterly report

PROJECT SCHEDULE

Task Durations

Months:	2021			2022												2023								
	O	N	D	J	F	M	A	M	J	J	A	S	A	N	D	J	F	M	A	M	J	J	A	
Task 1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Task 2		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Task 3		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Task 4				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Task 5	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Deliverable Due Dates

Task:	Draft Deliverable Due Date:	Final Task Approval Date:
1:	N/A	August 31, 2022
2:	N/A	August 31, 2022
3:	N/A	August 31, 2022
4:	N/A	August 31, 2022
5:	N/A	August 31, 2022

**EXHIBIT B
ESTIMATED BUDGET**

BUDGET BY LINE ITEM:		
Salary Costs:		\$49,244.00
Leadership & Management	\$ 17,113.00	
Project Delivery & Coordination	\$ 0.00	
Communications & Information	\$ 27,606.00	
Contract Administration & Support	\$ 3,273.00	
Undergraduate Student	\$ <u>1,252.00</u>	
Fringe Costs:		\$15,383.00
Leadership & Management	\$ 5,504.00	
Project Delivery & Coordination	\$ 0.00	
Communications & Information	\$ 8,838.00	
Contract Administration & Support	\$ 1,041.00	
Undergraduate Student	\$ <u>0.00</u>	
Subcontractor Costs:		\$91,407.00
Subcontracts	\$ 90,000.00	
Professional Services (Web Development)	\$ <u>1,407.00</u>	
Supply Costs:		\$446.00
Travel Costs:		\$1,000.00
Other Expense Costs:		\$2,520.00
Services	\$ 2,470.00	
Telecommunications	\$ 50.00	
TOTAL CONTRACT AMOUNT		\$160,000.00

Budget by Task Breakdown:

Quarter 1:	\$20,000.00
Quarter 2:	\$20,000.00
Quarter 3:	\$20,000.00
Quarter 4:	\$20,000.00
Quarter 6:	\$20,000.00
Quarter 7:	\$20,000.00
Quarter 8:	\$ <u>20,000.00</u>

Total Contract Amount align="right">**\$160,000.00**

**m DEPARTMENT OF
TRANSPORTATION**
Research Services & Library
Office of Transportation System Management

Instructions

- Travel authorization IS NOT required for IN-STATE travel.
- All OUT-OF-STATE travel requires MnDOT authorization.
- Refer to your work order budget prior to requesting approval to travel out-of-state. Out-of-state travel costs exceeding the budgeted amount will not be approved. Traveling for purposes that do not match the purpose identified in the contract will not be approved.

To request authorization, complete this form and submit a signed copy to your Grant Administrator, Sponsored Projects Administration (SPA), before any travel costs are incurred or at least two weeks prior to travel. FAXES WILL NOT BE ACCEPTED. SPA will obtain State’s authorization and return a fully signed copy for your records.

TO: State’s Office of Research & Innovation
Minnesota Department of Transportation
395 John Ireland Boulevard, Mail Stop 330
St. Paul, Minnesota 55155-1800
Debbie Sinclair at debbie.sinclair@state.mn.us

Date: _____

Principal Investigators: Please complete the following request form and submit to and submit a signed copy to your Grant Administrator, Sponsored Projects Administration (SPA).

Date of Request: _____

Requestor’s Name: _____

Research Project Title: _____

State Contract Number: _____

University EFS Chart String: _____

If you are requesting to attend a conference please provide the following information:

Name of Conference: _____

Nature of the conference: _____

Name(s) of Project Personnel Traveling and their roles on project: _____

Conference Date(s): _____

Conference Location: _____

Date(s) of Travel: _____

Estimate of travel costs: _____

A statement of how attendance at the conference will advance the objectives of the sponsoring project:

- Presentation Materials: If the University will be delivering and/or presenting research findings prior to the end of the work order contract, the University shall obtain TL approval before presenting the findings. Furthermore, the University must provide copies of the presentation materials to the TL within one week of the presentation.
- Only active State Research projects may be invoiced for travel expenses. Generally, travel should be conducted toward the completion of the project, to promote the findings and facilitate implementation.

I hereby request approval for travel as described above: _____
Principal Investigator

Approved:

University Authorized Official

Date

State Authorized Official

Date

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the University as a result of any work order contract will be reimbursed in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. The University will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota and/or Texas unless it has received State's prior written approval for out of state travel. Minnesota and Texas will be considered the home states for determining whether travel is out of state.

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INVOICE NO. _____
 Estimated Completion: _____ %
 Final Invoice? Yes No

Operational Research Program for Local Transportation Groups FY21-FY22

Invoice Instructions:

The University must:

1. Complete the Invoice, in its entirety.
2. Sign the Invoice.
3. Scan the invoice package.
4. E-Mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us and debbie.sinclair@state.mn.us

MnDOT Contract No. 1044284
 Expiration Date: August 31, 2022

Billing Quarter: _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Lump Sum Amount: Quarter 1	\$20,000.00			
Lump Sum Amount: Quarter 2	\$20,000.00			
Lump Sum Amount: Quarter 3	\$20,000.00			
Lump Sum Amount: Quarter 4	\$20,000.00			
Lump Sum Amount: Quarter 5	\$20,000.00			
Lump Sum Amount: Quarter 6	\$20,000.00			
Lump Sum Amount: Quarter 7	\$20,000.00			
Lump Sum Amount: Quarter 8	\$20,000.00			
Net Earnings Totals:	\$160,000.00			
Total Amount Due This Invoice:				

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: University of Minnesota

Signature: _____

Print Name: _____

Title: _____



REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/2022	Originating Dept.: Highway
Preferred 2nd Date: NEXT AVAILABLE	
Discussion Item: Approve Agreement for MnDOT Detour on CR 41	Presenter: Anthony Sellner, PE
	estimated time needed: 5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve MnDOT agreement for use of CR 41 as an unofficial detour.

Background Information:

In 2021 significant local vehicle traffic used CR 41 as an unofficial detour while the TH 71 bridge over the Cottonwood River was being reconstructed. This agreement reimburses Redwood County \$6,444.40 for additional maintenance that occurred that year.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
COTTONWOOD COUNTY
AND
REDWOOD COUNTY
DETOUR AGREEMENT**

For Trunk Highway No. 71 Unofficial Detour

State Project Number (S.P.):	<u>6405-68</u>	Original Amount Encumbered for
Trunk Highway Number (T.H.):	<u>71=004</u>	Cottonwood
Federal Project Number:	<u>NHPP 0071(330)</u>	<u>\$6,444.40</u>
Bridge Number:	<u>64011</u>	Original Amount Encumbered for Redwood
		<u>\$6,444.40</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), Cottonwood County, acting through its Board of Commissioners ("Cottonwood"), and Redwood County, acting through its Board of Commissioners ("Redwood").

Recitals

1. The State performed construction in 2021, upon, along and adjacent to Trunk Highway No. 71 from 1700 feet north of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) to 100 feet north of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) under State Project No. 6405-68 (T.H. 71=004); and
2. Cottonwood has provided documentation of additional maintenance costs resulting from the use of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) as an unofficial detour during the construction and has requested payment of these costs by the State; and
3. Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) is a County line road separating Cottonwood and Redwood. Cottonwood and Redwood request to each receive 50% of the reimbursement for additional maintenance costs described in this Agreement; and
4. The State is willing to reimburse the Cottonwood and Redwood for the additional maintenance costs resulting from the unofficial detour as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State pays Cottonwood and Redwood for the unofficial detour compensation.

2. **Additional Maintenance.** The State's total reimbursement amount for additional maintenance is **\$12,888.80**. This amount will be split equally between Cottonwood and Redwood.

3. **Payment to Cottonwood**

3.1. **For Additional Maintenance.** **\$6,444.40** is the State's lump sum cost to Cottonwood for additional maintenance resulting from the use of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) as an unofficial detour.

3.2. **Conditions of Payment.** The State will pay Cottonwood the State's total additional maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and Cottonwood's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's receipt of a written request from the Cottonwood for payment.

4. **Payment to Redwood**

4.1. **For Additional Maintenance.** **\$6,444.40** is the State's lump sum cost to Redwood for additional maintenance resulting from the use of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) as an unofficial detour.

4.2. **Conditions of Payment.** The State will pay Redwood the State's total additional maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and Redwood's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's receipt of a written request from Redwood for payment.

5. **Release of Road Restoration Obligations**

By accepting the State's total additional maintenance payment amount, Cottonwood and Redwood release the State of any claim or obligation, under Minnesota Statutes § 161.25, to restore Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) to as good of condition as before being used as an unofficial T.H. 71 detour, or of any other claim against the State arising out of this Project.

6. **Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name, Title: Phillip DeSchepper, District 8 Cooperative Agreements Engineer (or successor)
Address: 2505 Transportation Road, Willmar, MN 56201
Telephone: (320) 214-6356
E-Mail: phillip.deschepper@state.mn.us

6.2. Cottonwood's Authorized Representative will be:

Name, Title: Nick Klisch, Public Works Director/County Engineer (or successor)
Address: 1355 9th Avenue, Windom, MN 56101
Telephone: (507) 832-8811
E-Mail: nick.klisch@co.cottonwood.mn.us

6.3. Redwood's Authorized Representative will be:

Name, Title: Anthony Sellner, County Engineer (or successor)
Address: 1820 East Bridge Street, PO Box 6, Redwood Falls, MN 56283
Telephone: (507) 766-2526
E-Mail: anthony_s@co.redwood.mn.us

7. Assignment, Amendments, Waiver and Contract Complete

- 7.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments.** Any amendment to this Agreement 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 Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, Cottonwood, and Redwood. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

Cottonwood, Redwood, and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of Cottonwood and Redwood.

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Cottonwood's and Redwood's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government Data Practices

Cottonwood, Redwood, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Cottonwood and Redwood under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Cottonwood, Redwood, or the State.

11. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Termination; Suspension

- 12.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

12.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; 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 Cottonwood and Redwood. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Cottonwood and Redwood 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

12.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

13. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

COTTONWOOD COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order (Cottonwood): 3000635089

SWIFT Purchase Order (Redwood): 3000635088

REDWOOD COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

COTTONWOOD COUNTY

RESOLUTION

IT IS RESOLVED that Cottonwood County enter into MnDOT Agreement No. 1050343 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for a lump sum payment by the State to Cottonwood County as the State's share of the costs for Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) as an unofficial detour route during the contract construction performed upon, along, and adjacent to Trunk Highway No. 71 from 1700 feet north of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) to 100 feet north of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) under State Project No. 6405-68.

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Cottonwood County at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2022

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

REDWOOD COUNTY

RESOLUTION

IT IS RESOLVED that Redwood County enter into MnDOT Agreement No. 1050343 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for a lump sum payment by the State to Redwood County as the State's share of the costs for Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) as an unofficial detour route during the contract construction performed upon, along, and adjacent to Trunk Highway No. 71 from 1700 feet north of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) to 100 feet north of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) under State Project No. 6405-68.

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Redwood County at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2022

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



REQUEST FOR BOARD ACTION

Requested Board Date:	5-3-22	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Resolution approving MnDOT unofficial detour on CR 41		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve resolution for MnDOT use of CR 41 as an unofficial detour.

Background Information:

In 2021 significant local vehicle traffic used CR 41 as an unofficial detour while the TH 71 bridge over the Cottonwood River was being reconstructed. This agreement reimburses Redwood County \$6,444.40 for additional maintenance that occurred that year.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Redwood County Board of Commissioners

403 South Mill Street
P.O. Box 130
Redwood Falls, MN 56283
Phone: (507) 637-4016 Fax: (507) 637-4017
redwoodcounty-mn.us



Resolution
MnDOT Agreement for use of CR 41 as an Un-Official Detour for TH 71
MAY 3, 2022

The following Resolution was offered by Commissioner _____ and moved for adoption at a Regular Meeting held on May 3, 2022 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, CR 41 was used as an unofficial detour for TH 71 in 2021; and

WHEREAS, Redwood County incurred additional maintenance costs; and

WHEREAS, this agreement is entered to provide for a lump sum payment by the State to Redwood County as the State's share of the costs for Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) as an unofficial detour route during the contract construction performed upon, along, and adjacent to Trunk Highway No. 71 from 1700 feet north of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) to 100 feet north of Redwood County State Aid Highway No. 41 (Cottonwood County State Aid Highway No. 12) under State Project No. 6405-68.

NOW, THEREFORE BE IT RESOLVED, that Redwood County enter into MnDOT Agreement No. 1050343 with the State of Minnesota, Department of Transportation for said purposes;

FURTHERMORE, the below are authorized to execute the Agreement and any amendments to the Agreement.

Seconded by Commissioner _____ and the same being put to a vote was duly carried.

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes _ Nays _

Dated this 3rd day of May, 2022

Board Chair, Redwood County

ATTEST:

1st District

RICK WAKEFIELD
Administrator, Redwood County
P.O. Box 473
Walnut Grove, MN 56180
(507) 859-2369
Rick_W@co.redwood.mn.us

2nd District

JIM SALTER
865 Pine Street
Wabasso, MN 56293
(507) 342-2431
Jim_S2@co.redwood.mn.us

3rd District

DENNIS GROEBNER
250 Center Street
Clements, MN 56224
(507) 692-2235
Dennis_G@co.redwood.mn.us

4th District

BOB VANHEE
503 Fallwood Road
Redwood Falls, MN 56283
(507) 616-1000
Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD
P.O. Box 235
Belview, MN 56214
(507) 430-1907
Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	5/3/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve Final Payment for SAP 064-030-016		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve final payment amount of \$36,007.87 on Contract 21-3 (seal coat) to contractor Asphalt Surface Technologies.

Background Information:

[Empty box for background information]

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for administrators comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Contract Number: 21-3
 Pay Request Number: 2 – Final Payment

Project Number	Project Description
SAP 064-030-016	County Government Center Seal Coat Non-Participating Municipal
SAP 064-030-016	County Highway Shop Seal Coat Non-Participating Municipal
SAP 064-030-016	County Public Health Seal Coat Non-Participating Municipal
SAP 064-030-016	County Road 99 Seal Coat Non-Participating Rural
SAP 064-030-016	CSAH 105 Seal Coat Participating Municipal
SAP 064-030-016	CSAH 115 Seal Coat Participating Municipal
SAP 064-030-016	CSAH 27 Seal Coat Participating Rural
SAP 064-030-016	CSAH 2 Seal Coat Participating Rural
SAP 064-030-016	CSAH 4 Seal Coat Participating Rural
SAP 064-030-016	CSAH 5 Seal Coat Participating Municipal
SAP 064-030-016	CSAH 5 Seal Coat Participating Rural
SAP 064-030-016	CSAH 6 Seal Coat Participating Municipal
SAP 064-030-016	CSAH 6 Seal Coat Participating Rural
SAP 064-030-016	CSAH 7 Seal Coat Participating Rural
SAP 064-030-016	CSAH 9 Seal Coat Participating Municipal
SAP 064-030-016	CSAH 9 Seal Coat Participating Rural

Contractor: Asphalt Surface Technologies Corp. P.O. Box 1025 St. Cloud, MN 56302	Vendor Number: Up To Date: 04/25/2022
---	---

Contract Amount	Funds Encumbered
Original Contract	Original \$711,403.93
Contract Changes	Additional \$0.00
Revised Contract	Total \$711,403.93

Work Certified To Date	
Base Bid Items	\$720,157.43
Contract Changes	\$
Material On Hand	\$0.00
Total	\$720,157.43

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 064-030-016	\$0.00	\$43,975.29	\$0.00	\$41,776.52	\$2,198.77	\$43,975.29
SAP 064-030-016	\$0.00	\$128,380.56	\$0.00	\$121,961.53	\$6,419.03	\$128,380.56
SAP 064-030-016	\$0.00	\$39,826.50	\$0.00	\$37,835.17	\$1,991.33	\$39,826.50
SAP 064-030-016	\$0.00	\$14,056.28	\$0.00	\$13,353.46	\$702.82	\$14,056.28
SAP 064-030-016	\$0.00	\$148,127.31	\$0.00	\$140,720.94	\$7,406.37	\$148,127.31
SAP 064-030-016	\$0.00	\$16,423.86	\$0.00	\$15,602.66	\$821.20	\$16,423.86
SAP 064-030-016	\$0.00	\$72,017.10	\$0.00	\$68,416.24	\$3,600.86	\$72,017.10
SAP 064-030-016	\$0.00	\$138,396.24	\$0.00	\$131,476.43	\$6,919.81	\$138,396.24

SAP 064-030-016	\$0.00	\$33,410.88	\$0.00	\$31,740.34	\$1,670.54	\$33,410.88
SAP 064-030-016	\$0.00	\$18,266.97	\$0.00	\$17,353.63	\$913.34	\$18,266.97
SAP 064-030-016	\$0.00	\$17,882.28	\$0.00	\$16,988.17	\$894.11	\$17,882.28
SAP 064-030-016	\$0.00	\$13,244.31	\$0.00	\$12,582.10	\$662.21	\$13,244.31
SAP 064-030-016	\$0.00	\$22,837.65	\$0.00	\$21,695.77	\$1,141.88	\$22,837.65
SAP 064-030-016	\$0.00	\$5,172.00	\$0.00	\$4,913.40	\$258.60	\$5,172.00
SAP 064-030-016	\$0.00	\$5,958.63	\$0.00	\$5,660.70	\$297.93	\$5,958.63
SAP 064-030-016	\$0.00	\$2,181.57	\$0.00	\$2,072.50	\$109.07	\$2,181.57

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$720,157.43	\$0.00	\$684,149.56	\$36,007.87	\$720,157.43
Percent Retained: 0%			Percent Complete: 101.23%		

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

Approved By *Anthony Sellner*
 Anthony Sellner
 County Engineer

Approved By Asphalt Surface Technologies Corp.
 Signature *Dale R. Strandberg*
 Printed First Last Name Dale R. Strandberg

Date 25 April 2022

Date April 25, 2022

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-11-30	\$720,157.43	\$36,007.87	\$684,149.56
2	2022-04-25	\$0.00	(\$36,007.87)	\$36,007.87

Contract Funding Category Summary

CERTIFICATE OF FINAL ACCEPTANCE

CONTRACT NUMBER: 21-3
DATE CERTIFIED: 4/26/2022
PAYMENT NUMBER: 2

CONTRACTOR:
Asphalt Surface Technologies
PO Box 1025
St. Cloud, MN 56302

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

CONTRACTOR:

BY _____

STATE OF _____ AND _____

COUNTY OF _____ AND _____

****INDIVIDUAL ACKNOWLEDGEMENT****

ON THIS _____ DAY OF _____, 20_____, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING ACCEPTANCE AND ACKNOWLEDGED THAT _____ EXECUTED THE SAME AS _____ FREE ACT AND DEED.

****CORPORATE ACKNOWLEDGEMENT****

_____ AND _____ TO ME PERSONALLY KNOWN, WHO, BEING EACH BY ME DULY SWORN, EACH DID SAY THAT THEY ARE RESPECTIVELY THE _____ AND _____ OF THE _____ CORPORATION NAMED IN THE FOREGOING INSTRUMENT, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS _____, AND SAID _____ AND _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

NOTARIAL SEAL

MY COMMISSION AS NOTARY PUBLIC IN _____ COUNTY EXPIRES _____, 20_____.

Signature

CERTIFICATE OF FINAL ACCEPTANCE

CONTRACT NUMBER: 21-3
DATE CERTIFIED: 4/26/2022
PAYMENT NUMBER: 2

CONTRACTOR:
Asphalt Surface Technologies
PO Box 1025
St. Cloud, MN 56302

*** COUNTY BOARD ACKNOWLEDGEMENT ***

WHEREAS; CONTRACT NO. 21-3 HAS IN ALL THINGS BEEN COMPLETED, AND THE COUNTY BOARD
BEING FULLY ADVISED IN THE PREMISES, NOW THEN BE IT RESOLVED; THAT WE DO HEREBY ACCEPT SAID
COMPLETED PROJECT FOR AND IN BEHALF OF THE COUNTY OF REDWOOD AND AUTHORIZE FINAL PAYMENT
AS SPECIFIED HEREIN.

COUNTY OF REDWOOD

STATE OF MINNESOTA

I, VICKI KNOBLOCH, CO ADMINISTRATOR WITHIN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT THE
FOREGOING RESOLUTION IS A TRUE AND CORRECT COPY OF THE RESOLUTION ON FILE IN MY OFFICE.

DATED AT REDWOOD FALLS, MINNESOTA

THIS 3rd DAY OF May, 2022.

Vicki Knobloch, County Administrator

(Seal)

**REDWOOD COUNTY
PROJECT NO.
SAP 064-030-016**

FOR CENTRAL OFFICE USE ONLY

CONTRACT NUMBER		21-3	
DATE CERTIFIED			
PAYMENT NUMBER		FINAL	
DATE OF LETTING	*	May 3, 2021	
DATE OF NOTICE OF APPROVAL	*	May 4, 2021	8 Days after signed contract is May 12, 2021.
CONTRACT DATE OF STARTING	*	May 17, 2021	
ACTUAL DATE OF STARTING	*	September 15, 2021	
DATE OF SUSPENSION OF WORK	*	-----	
DATE OF RESUMPTION OF WORK	*	-----	
CONTRACT DATE OF COMPLETION	*	August 31, 2021	
EXTENDED DATE OF COMPLETION	*		
SEMI-FINAL COMPLETION DATE	*	N/A	
FINAL COMPLETION DATE	*	September 28, 2021	Road Opened to Traffic On N/A
DEDUCTION FOR LIQUIDATED DAMAGES	*	\$0.00	
TOTAL DEDUCTIONS	*	\$0.00	

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
064-030-016 Non Participating Municipal		\$13,312.20	\$0.00	\$12,646.60	\$665.60	\$13,312.20
064-030-016 Non Participating Rural		\$17,882.28	\$0.00	\$16,988.17	\$894.11	\$17,882.28
064-030-016 Participating Municipal		\$99,972.98	\$0.00	\$94,974.33	\$4,998.65	\$99,972.98
064-030-016 Participating Rural		\$588,989.97	\$0.00	\$559,540.46	\$29,449.51	\$588,989.97

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
01 - State Aid Rural	Regular (CSAH) (SAAS Act. # 70)	\$29,449.51	\$577,657.55	\$577,657.55	\$588,989.97
02 - State Aid Municipal	Municipal (MSAH < 5000) (SAAS Act. # 71)	\$4,998.65	\$101,602.49	\$101,602.49	\$99,972.98
03 - Local Funds Rural	Local / County	\$894.11	\$18,831.69	\$18,831.69	\$17,882.28
04 - Local Municipal	Local / County	\$665.60	\$13,312.20	\$13,312.20	\$13,312.20

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
SAP 064-030-016	1	2021-11-30	\$43,975.29	\$2,198.77	\$41,776.52
SAP 064-030-016	1	2021-11-30	\$33,410.88	\$1,670.54	\$31,740.34
SAP 064-030-016	1	2021-11-30	\$148,127.31	\$7,406.37	\$140,720.94
SAP 064-030-016	1	2021-11-30	\$18,266.97	\$913.34	\$17,353.63
SAP 064-030-016	1	2021-11-30	\$39,826.50	\$1,991.33	\$37,835.17
SAP 064-030-016	1	2021-11-30	\$17,882.28	\$894.11	\$16,988.17
SAP 064-030-016	1	2021-11-30	\$16,423.86	\$821.20	\$15,602.66
SAP 064-030-016	1	2021-11-30	\$13,244.31	\$662.21	\$12,582.10
SAP 064-030-016	1	2021-11-30	\$128,380.56	\$6,419.03	\$121,961.53
SAP 064-030-016	1	2021-11-30	\$22,837.65	\$1,141.88	\$21,695.77
SAP 064-030-016	1	2021-11-30	\$72,017.10	\$3,600.86	\$68,416.24
SAP 064-030-016	1	2021-11-30	\$5,172.00	\$258.60	\$4,913.40
SAP 064-030-016	1	2021-11-30	\$14,056.28	\$702.82	\$13,353.46
SAP 064-030-016	1	2021-11-30	\$5,958.63	\$297.93	\$5,660.70
SAP 064-030-016	1	2021-11-30	\$138,396.24	\$6,919.81	\$131,476.43
SAP 064-030-016	1	2021-11-30	\$2,181.57	\$109.07	\$2,072.50
SAP 064-030-016	2	2022-04-25	\$0.00	(\$1,670.54)	\$1,670.54
SAP 064-030-016	2	2022-04-25	\$0.00	(\$6,419.03)	\$6,419.03
SAP 064-030-016	2	2022-04-25	\$0.00	(\$1,991.33)	\$1,991.33
SAP 064-030-016	2	2022-04-25	\$0.00	(\$702.82)	\$702.82
SAP 064-030-016	2	2022-04-25	\$0.00	(\$7,406.37)	\$7,406.37
SAP 064-030-016	2	2022-04-25	\$0.00	(\$821.20)	\$821.20
SAP 064-030-016	2	2022-04-25	\$0.00	(\$3,600.86)	\$3,600.86
SAP 064-030-016	2	2022-04-25	\$0.00	(\$6,919.81)	\$6,919.81
SAP 064-030-016	2	2022-04-25	\$0.00	(\$2,198.77)	\$2,198.77
SAP 064-030-016	2	2022-04-25	\$0.00	(\$913.34)	\$913.34
SAP 064-030-016	2	2022-04-25	\$0.00	(\$894.11)	\$894.11

SAP 064-030-016	2	2022-04-25	\$0.00	(\$662.21)	\$662.21
SAP 064-030-016	2	2022-04-25	\$0.00	(\$1,141.88)	\$1,141.88
SAP 064-030-016	2	2022-04-25	\$0.00	(\$258.60)	\$258.60
SAP 064-030-016	2	2022-04-25	\$0.00	(\$297.93)	\$297.93
SAP 064-030-016	2	2022-04-25	\$0.00	(\$109.07)	\$109.07

Project Funding Category Summary						
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 064-030-016	064-030-016 Non Participating Municipal / 064-030-016 Non Participating Municipal	\$5,172.00	\$0.00	\$4,913.40	\$258.60	\$5,172.00
SAP 064-030-016	064-030-016 Non Participating Municipal / 064-030-016 Non Participating Municipal	\$5,958.63	\$0.00	\$5,860.70	\$297.93	\$5,958.63
SAP 064-030-016	064-030-016 Non Participating Municipal / 064-030-016 Non Participating Municipal	\$2,181.57	\$0.00	\$2,072.50	\$109.07	\$2,181.57
SAP 064-030-016	064-030-016 Non Participating Rural / 064-030-016 Non Participating Rural	\$17,882.28	\$0.00	\$16,988.17	\$894.11	\$17,882.28
SAP 064-030-016	064-030-016 Participating Municipal / 064-030-016 Participating Municipal	\$33,410.88	\$0.00	\$31,740.34	\$1,670.54	\$33,410.88
SAP 064-030-016	064-030-016 Participating Municipal / 064-030-016 Participating Municipal	\$14,056.28	\$0.00	\$13,353.46	\$702.82	\$14,056.28
SAP 064-030-016	064-030-016 Participating Municipal / 064-030-016 Participating Municipal	\$16,423.86	\$0.00	\$15,602.66	\$821.20	\$16,423.86
SAP 064-030-016	064-030-016 Participating Municipal / 064-030-016 Participating Municipal	\$13,244.31	\$0.00	\$12,582.10	\$662.21	\$13,244.31
SAP 064-030-016	064-030-016 Participating	\$22,837.65	\$0.00	\$21,695.77	\$1,141.88	\$22,837.65

	Municipal / 064-030-016 Participating Municipal					
SAP 064-030-016	064-030-016 Participating Rural / 064-030-016 Participating Rural	\$18,266.97	\$0.00	\$17,353.63	\$913.34	\$18,266.97
SAP 064-030-016	064-030-016 Participating Rural / 064-030-016 Participating Rural	\$72,017.10	\$0.00	\$68,416.24	\$3,600.86	\$72,017.10
SAP 064-030-016	064-030-016 Participating Rural / 064-030-016 Participating Rural	\$39,826.50	\$0.00	\$37,835.17	\$1,991.33	\$39,826.50
SAP 064-030-016	064-030-016 Participating Rural / 064-030-016 Participating Rural	\$128,380.56	\$0.00	\$121,961.53	\$6,419.03	\$128,380.56
SAP 064-030-016	064-030-016 Participating Rural / 064-030-016 Participating Rural	\$148,127.31	\$0.00	\$140,720.94	\$7,406.37	\$148,127.31
SAP 064-030-016	064-030-016 Participating Rural / 064-030-016 Participating Rural	\$138,396.24	\$0.00	\$131,476.43	\$6,919.81	\$138,396.24
SAP 064-030-016	064-030-016 Participating Rural / 064-030-016 Participating Rural	\$43,975.29	\$0.00	\$41,776.52	\$2,198.77	\$43,975.29

Project Funding Source Summary

Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
SAP 064-030-016	01 - State Aid Rural	\$6,919.81	\$139,569.80	\$139,569.80	\$138,396.24
SAP 064-030-016	01 - State Aid Rural	\$2,198.77	\$44,259.69	\$44,259.69	\$43,975.29
SAP 064-030-016	01 - State Aid Rural	\$913.34	\$17,398.50	\$17,398.50	\$18,266.97
SAP 064-030-016	01 - State Aid Rural	\$6,419.03	\$128,917.83	\$128,917.83	\$128,380.56
SAP 064-030-018	01 - State Aid Rural	\$7,406.37	\$141,334.47	\$141,334.47	\$148,127.31
SAP 064-030-016	01 - State Aid Rural	\$1,991.33	\$36,164.79	\$36,164.79	\$39,826.50
SAP 064-030-016	01 - State Aid Rural	\$3,600.86	\$70,012.47	\$70,012.47	\$72,017.10
SAP 064-030-016	02 - State Aid Municipal	\$1,670.54	\$33,410.88	\$33,410.88	\$33,410.88
SAP 064-030-016	02 - State Aid Municipal	\$702.82	\$14,309.12	\$14,309.12	\$14,058.28
SAP 064-030-016	02 - State Aid Municipal	\$821.20	\$16,676.84	\$16,676.84	\$16,423.86
SAP 064-030-016	02 - State Aid Municipal	\$662.21	\$13,552.88	\$13,552.88	\$13,244.31
SAP 064-030-016	02 - State Aid Municipal	\$1,141.88	\$23,652.77	\$23,652.77	\$22,837.65
SAP 064-030-016	03 - Local Funds Rural	\$894.11	\$18,831.69	\$18,831.69	\$17,862.28

SAP 064-030-016	04 - Local Municipal	\$109.07	\$2,181.57	\$2,181.57	\$2,181.57
SAP 064-030-016	04 - Local Municipal	\$258.80	\$5,172.00	\$5,172.00	\$5,172.00
SAP 064-030-016	04 - Local Municipal	\$297.93	\$5,958.63	\$5,958.63	\$5,958.63

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	4077	0	\$0.00	4077	\$5,993.19
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	11945	0	\$0.00	11945	\$17,559.15
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	3379	0	\$0.00	3379	\$4,967.13
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	12962	0	\$0.00	12962	\$19,054.14
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	6388	0	\$0.00	6388	\$9,390.36
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	12681	0	\$0.00	13554	\$19,924.38
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	3218	0	\$0.00	3218	\$4,730.46
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	1605	0	\$0.00	1605	\$2,359.35
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	1740	0	\$0.00	1740	\$2,557.80
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	1223	0	\$0.00	1223	\$1,797.81
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	2143	0	\$0.00	2143	\$3,150.21
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	500	0	\$0.00	500	\$735.00
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	577	0	\$0.00	577	\$848.19
SAP 064-030-016	1	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	211	0	\$0.00	211	\$310.17
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT S Y		\$0.57	37068	0	\$0.00	37000	\$21,090.00
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT S Y		\$0.57	108594	0	\$0.00	107877	\$61,489.89
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT S Y		\$0.57	30714	0	\$0.00	35915	\$20,471.55

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	117835	0	\$0.00	124519	\$70,975.83
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	58073	0	\$0.00	61994	\$35,336.58
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	115285	0	\$0.00	113352	\$64,610.64
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	29254	0	\$0.00	29254	\$16,674.78
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	14591	0	\$0.00	16088	\$9,170.16
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	15815	0	\$0.00	14066	\$8,017.62
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	11121	0	\$0.00	11042	\$6,293.94
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	19486	0	\$0.00	18748	\$10,686.36
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	4550	0	\$0.00	4550	\$2,593.50
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	5242	0	\$0.00	5242	\$2,987.94
SAP 064-030-016	2	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	1920	0	\$0.00	1920	\$1,094.40
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	10008	0	\$0.00	10008	\$15,012.00
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	29320	0	\$0.00	29320	\$43,980.00
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	8292	0	\$0.00	8292	\$12,438.00
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	31815	0	\$0.00	34180	\$51,270.00
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	15680	0	\$0.00	15680	\$23,520.00
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	31127	0	\$0.00	31127	\$46,690.50
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	7899	0	\$0.00	7899	\$11,848.50
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	3940	0	\$0.00	3940	\$5,910.00
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	4270	0	\$0.00	4270	\$6,405.00
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	3003	0	\$0.00	3003	\$4,504.50

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	5261	0	\$0.00	5261	\$7,891.50
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	1229	0	\$0.00	1229	\$1,843.50
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	1415	0	\$0.00	1415	\$2,122.50
SAP 064-030-016	3	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	518	0	\$0.00	518	\$777.00
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	32446	0	\$0.00	28750	\$1,725.00
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	84181	0	\$0.00	81895	\$4,913.70
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	18919	0	\$0.00	30677	\$1,840.62
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	118578	0	\$0.00	103157	\$6,189.42
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	83467	0	\$0.00	59184	\$3,551.04
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	122509	0	\$0.00	103040	\$6,182.40
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	1069	0	\$0.00	1069	\$64.14
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	12461	0	\$0.00	12663	\$759.78
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	14239	0	\$0.00	15031	\$901.86
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	2640	0	\$0.00	2464	\$147.84
SAP 064-030-016	4	2582.503	4" SOLID LINE PAINT	L F	\$0.06	12026	0	\$0.00	9510	\$570.60
SAP 064-030-016	5	2582.503	24" SOLID LINE PAINT	L F	\$4.20	76	0	\$0.00	36.6	\$153.72
SAP 064-030-016	5	2582.503	24" SOLID LINE PAINT	L F	\$4.20	76	0	\$0.00	36.6	\$153.72
SAP 064-030-016	5	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	2983	0	\$0.00	2565	\$155.10
SAP 064-030-016	5	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	7154	0	\$0.00	7297	\$437.82
SAP 064-030-016	5	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	1959	0	\$0.00	1820	\$109.20
SAP 064-030-016	5	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	4620	0	\$0.00	10632	\$637.92

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-030-016	5	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	3208	0	\$0.00	3652	\$219.12
SAP 064-030-016	5	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	7034	0	\$0.00	8135	\$488.10
SAP 064-030-016	5	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	1550	0	\$0.00	1550	\$93.00
SAP 064-030-016	5	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	1077	0	\$0.00	1128	\$67.68
SAP 064-030-016	6	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	1296	0	\$0.00	1296	\$1,905.12
SAP 064-030-016	6	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$1.47	1480	0	\$0.00	1480	\$2,175.60
SAP 064-030-016	6	2582.503	24" SOLID LINE PAINT	L F	\$4.20	76	0	\$0.00	36.6	\$153.72
SAP 064-030-016	6	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	488	0	\$0.00	646	\$38.76
SAP 064-030-016	6	2582.518	PAVT MSSG PAINT	S F	\$3.50	124	0	\$0.00	99	\$346.50
SAP 064-030-016	7	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	11782	0	\$0.00	11782	\$6,715.74
SAP 064-030-016	7	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.57	13458	0	\$0.00	13458	\$7,671.06
SAP 064-030-016	7	2582.518	PAVT MSSG PAINT	S F	\$3.50	124	0	\$0.00	99	\$346.50
SAP 064-030-016	7	2582.518	PAVT MSSG PAINT	S F	\$3.50	124	0	\$0.00	99	\$346.50
SAP 064-030-016	8	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	3181	0	\$0.00	3181	\$4,771.50
SAP 064-030-016	8	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$1.50	3634	0	\$0.00	3634	\$5,451.00
SAP 064-030-016	9	2582.503	4" SOLID LINE PAINT	L F	\$0.06	2646	0	\$0.00	2646	\$158.76
SAP 064-030-016	9	2582.503	4" SOLID LINE PAINT	L F	\$0.06	9773	0	\$0.00	9773	\$586.38
SAP 064-030-016	10	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	80	0	\$0.00	80	\$4.80
SAP 064-030-016	10	2582.503	4" BROKEN LINE PAINT	L F	\$0.06	660	0	\$0.00	660	\$39.60
SAP 064-030-016	11	2582.503	24" SOLID LINE PAINT	L F	\$4.20	76	0	\$0.00	36.6	\$153.72
SAP 064-030-016	11	2582.503	24" SOLID LINE PAINT	L F	\$4.20	76	0	\$0.00	36.6	\$153.72

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-030-016	12	2582.518	PAVT MSSG PAINT	S F	\$3.50	124	0	\$0.00	99,04	\$346,64
SAP 064-030-016	12	2582.518	PAVT MSSG PAINT	S F	\$3.50	124	0	\$0.00	99	\$346.50
Base Bid Totals:								\$0.00		\$720,157.43

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 064-030-016	SAP 064-030-016 Participating Rural	\$0.00	\$43,975.29
SAP 064-030-016	SAP 064-030-016 Participating Rural	\$0.00	\$128,380.56
SAP 064-030-016	SAP 064-030-016 Participating Rural	\$0.00	\$39,826.50
SAP 064-030-016	SAP 064-030-016 Participating Municipal	\$0.00	\$14,056.28
SAP 064-030-016	SAP 064-030-016 Participating Rural	\$0.00	\$148,127.31
SAP 064-030-016	SAP 064-030-016 Participating Municipal	\$0.00	\$16,423.86
SAP 064-030-016	SAP 064-030-016 Participating Rural	\$0.00	\$72,017.10
SAP 064-030-016	SAP 064-030-016 Participating Rural	\$0.00	\$138,396.24
SAP 064-030-016	SAP 064-030-016 Participating Municipal	\$0.00	\$33,410.88
SAP 064-030-016	SAP 064-030-016 Participating Rural	\$0.00	\$18,266.97
SAP 064-030-016	SAP 064-030-016 Non-Participating Rural	\$0.00	\$17,882.28
SAP 064-030-016	SAP 064-030-016 Participating Municipal	\$0.00	\$13,244.31
SAP 064-030-016	SAP 064-030-016 Participating Municipal	\$0.00	\$22,837.65
SAP 064-030-016	SAP 064-030-016 Non-Participating Municipal	\$0.00	\$5,172.00
SAP 064-030-016	SAP 064-030-016 Non-Participating Municipal	\$0.00	\$5,958.63
SAP 064-030-016	SAP 064-030-016 Non-Participating Municipal	\$0.00	\$2,181.57

Contract Change Item Status													
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
Contract Change Totals:											\$		\$

Contract Total	\$720,157.43
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Unit	Quantity	Quantity	Variance	Variance
ing Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	12,681	13,554	873	
ing Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	6,388	6,388	0	
icipating Municipal / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	211	211	0	
ing Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	12,962	12,962	0	
ing Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	4,077	4,077	0	
ing Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	3,379	3,379	0	
ing Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	11,945	11,945	0	
ing Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	577	577	0	
icipating Municipal / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	500	500	0	
icipating Municipal / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	2,143	2,143	0	
ing Municipal / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	1,223	1,223	0	
ing Municipal / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	1,740	1,740	0	
icipating Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	1,605	1,605	0	
ing Rural / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	3,218	3,218	0	
ing Municipal / #1 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL	37,068	37,000	-68	
ing Rural / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	1,920	1,920	0	
icipating Municipal / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	5,242	5,242	0	
icipating Municipal / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	108,594	107,877	-717	
ing Rural / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	30,714	35,915	5,201	
ing Rural / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	14,591	16,088	1,497	
ing Rural / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	15,815	14,066	-1,749	
icipating Rural / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	29,254	29,254	0	
ing Municipal / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	115,285	113,352	-1,933	
ing Rural / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	58,073	61,994	3,921	
ing Rural / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	11,121	11,042	-79	
ing Municipal / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	117,835	124,519	6,684	
ing Rural / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	19,486	18,748	-738	
ing Municipal / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	4,550	4,550	0	
icipating Municipal / #2 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT	1,229	1,229	0	
icipating Municipal / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	5,261	5,261	0	
ing Municipal / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	3,003	3,003	0	
ing Municipal / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	4,270	4,270	0	
icipating Rural / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	3,940	3,940	0	
ing Rural / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	7,899	7,899	0	
ing Municipal / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	31,127	31,127	0	
ing Rural / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	8,292	8,292	0	
ing Rural / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	15,680	15,680	0	
ing Rural / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	10,008	10,008	0	
ing Rural / #3 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT	31,815	34,180	2,365	

Account	Description	Quantity	Unit	Rate	Amount	Balance
ing Rural / #4 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		1,069	LF	0	1,069	0
ing Rural / #4 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		122,509	LF	-19,469	103,040	-19,469
ing Rural / #4 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		63,467	LF	-4,283	59,184	-4,283
ing Rural / #4 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		118,578	LF	-15,421	103,157	-15,421
ing Rural / #4 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		18,919	LF	11,758	30,677	11,758
ing Rural / #4 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		84,181	LF	-2,286	81,895	-2,286
ing Rural / #4 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		32,446	LF	-3,696	28,750	-3,696
ing Municipal / #5 / 2582.503/10124 (L F) 24" SOLID LINE PAINT		76	LF	-39.4	36.6	-39.4
ing Municipal / #5 / 2582.503/10124 (L F) 24" SOLID LINE PAINT		76	LF	-39.4	36.6	-39.4
ing Rural / #5 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		1,077	LF	51	1,128	51
ing Rural / #5 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		2,983	LF	-398	2,585	-398
ing Municipal / #5 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		1,550	LF	0	1,550	0
ing Rural / #5 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		7,034	LF	1,101	8,135	1,101
ing Rural / #5 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		3,208	LF	444	3,652	444
ing Rural / #5 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		4,620	LF	6,012	10,632	6,012
ing Rural / #5 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		1,959	LF	-139	1,820	-139
ing Rural / #5 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		7,154	LF	143	7,297	143
ing Municipal / #6 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL		1,296	GAL	0	1,296	0
ing Municipal / #6 / 2355.506/00010 (GAL) BITUMINOUS MATERIAL FOR FOG SEAL		1,480	GAL	0	1,480	0
ing Rural / #6 / 2582.503/10124 (L F) 24" SOLID LINE PAINT		76	LF	-39.4	36.6	-39.4
ing Municipal / #6 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		488	LF	158	646	158
ing Municipal / #6 / 2582.518/01000 (S F) PAVT MSSG PAINT		124	SF	-25	99	-25
ing Municipal / #7 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT		11,782	S Y	0	11,782	0
ing Municipal / #7 / 2356.504/00010 (S Y) BITUMINOUS SEAL COAT		13,458	S Y	0	13,458	0
ing Municipal / #7 / 2582.518/01000 (S F) PAVT MSSG PAINT		124	SF	-25	99	-25
ing Rural / #7 / 2582.518/01000 (S F) PAVT MSSG PAINT		124	SF	-25	99	-25
ing Municipal / #8 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT		3,634	GAL	0	3,634	0
ing Municipal / #8 / 2356.506/00020 (GAL) BITUMINOUS MATERIAL FOR SEAL COAT		3,181	GAL	0	3,181	0
ing Municipal / #9 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		9,773	LF	0	9,773	0
ing Municipal / #9 / 2582.503/10104 (L F) 4" SOLID LINE PAINT		2,646	LF	0	2,646	0
ing Municipal / #10 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		660	LF	0	660	0
ing Municipal / #10 / 2582.503/10204 (L F) 4" BROKEN LINE PAINT		80	LF	0	80	0
ing Municipal / #11 / 2582.503/10124 (L F) 24" SOLID LINE PAINT		76	LF	-39.4	36.6	-39.4
ing Municipal / #11 / 2582.503/10124 (L F) 24" SOLID LINE PAINT		76	LF	-39.4	36.6	-39.4
ing Municipal / #12 / 2582.518/01000 (S F) PAVT MSSG PAINT		124	SF	-25	99	-25
ing Municipal / #12 / 2582.518/01000 (S F) PAVT MSSG PAINT		124	SF	-24.96	99.04	-24.96

11/2/2009



REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/2022	Originating Dept.: A/T
Preferred 2nd Date:	
Discussion Item:	Presenter:
A/T Copier Lease	estimated time needed:
Board Action: <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Motion to accept the proposed colored copier lease from Marco. Monthly lease of \$118.21; with \$.0065/black and white print and \$.050/colored print.

Background Information:

Went out for bids on a copier lease proposal as the Auditor Treasurer copier lease will end on July 19, 2022.

Marco's proposal was \$200.71/month compared to Coordinated Business System, Ltd. at \$224.56/month.

	Marco	CBS
Monthly Lease	118.21	127.16
5,000 Estimated Monthly B&W	32.50	42.50
1,000 Est Monthly Color	50.00	54.90
Total	200.71	224.56

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Proposed Product Configuration

Kyocera TASKalfa 3554ci

- 35/35 ppm black/color
- 4 x 500 Sheet Universal Drawers
 - Up to 12" x 18" paper – 140 lb Index
- 150 Sheet Multi-Purpose Tray
 - Up to 12" x 18" paper – 110 lb Cover

- 320 Sheet Dual Scan Document Feeder
- Network Scan to email and/or folder
- 220 Images Per Min in B&W and Color

- 500 Sheet Internal Stapling Finisher

- Network Print
- AirPrint®, Cloud Print™ and Kyocera Mobile Print capability (free app)



Proposed Pricing

60 month FMV lease and service option (AEPA).....**\$224.56/month**

- Based on **5,000** black & white prints per month average at \$.0085/print
- Based on **1,000** color prints per month average at \$.0549/print
 - (Above volumes based on actual life count)
 - **Lease portion is \$127.16/month**

- Under this agreement, Coordinated Business Systems will provide all required preventative maintenance, break/fix service calls, travel time, labor, toner, parts and ALL consumables **except for paper and staples.**

(Prices do not include applicable taxes)

What's Included

- 4 hour or less on-site response time guarantee
- Automated meter reading system to assure usage is in line with contracted volumes
- UNLIMITED end user training for life of contract
- UNLIMITED firmware upgrades to equipment for life of contract
- 6 month account reviews to assure customer satisfaction
- Delivery, installation, training, and setup
- 1 year of ProConnect Coverage – up to 4 hours of on-site support as well as unlimited phone/remote support for 1 year – continuing coverage of ProConnect after 1 year is optional

Customers First *Always*

Resolution

- Bring costs in line
- AEPA pre-bid pricing assures cost control for local governments
 - Authorized under MN Statutes
- Fast output, high print resolution, best in class dependability

Financial Justification

Current Monthly Costs.....**\$275.78/** month
(Lease plus service and supplies)

Proposed Average Monthly Costs.....**\$224.56/** month
(Lease plus service and supplies, no minimums or overages)

Average Savings of \$ 51.22 per month!
\$3,073.20 over 60 month term!

Thank you for your consideration of this **upgrade/proposed** solution. I look forward to earning your business.

X _____ Date: _____
(Submitted by **Sales Rep.**)

April 11, 2022

PROPOSAL FOR

REDWOOD COUNTY AUDITOR JEAN PRICE

Prepared by:

Erin VanderVeen

Technology Advisor

320.241.3505 or 800.847.3098

Erin.VanderVeen@marconet.com



MANAGED SERVICES



AUDIO VISUAL



COPIERS & PRINTERS



BUSINESS IT SERVICES



taking technology further

800.847.3098 • MARCONET.COM

Executive Summary:

- The current device at this location is listed below:
 - Konica Bizhub C368
 - Terms July 19th, 2022
 - Average Monthly Volume – 3,500 black & 489 color

RECOMMENDED PRINT SOLUTION

Qty	Description
1	Konica Bizhub C360i

Specifications

- 36 Monochrome Pages Per Minute
- 36 Color Pages Per Minute
- 150 Sheet Bypass Tray
- (4) 500 Sheet Paper Tray's
- 100 Sheet Single Pass Document Feeder
 - Scans two sided documents in a single pass
- Network Scanning
 - Scan to E-Mail/Network Folder/USB
 - Connects to Microsoft Exchange and Gmail.
 - Blank page removal feature
 - Scan to Searchable PDF, Word, Excel, PowerPoint
 - Scan Preview and Edit from touchscreen
- Scan to E-Mail/Network Folder/USB
- Automatic Duplexing
- Network Printing (PCL & Postscript Drivers)
- Google Cloud Print and Apple Air Print
- Secure Print Options
- Mailbox/ User Box
- Customizable touchscreen display
- Internal Stapling Finisher





MANAGED ACCOUNT PROGRAM (MAP)

Marco’s Managed Account Program includes the equipment, service, and supplies (except paper, and network troubleshooting services). The result is a system with the capabilities and features you need—without the administrative headaches.

- **60 Month MAP** **\$118.21/Month**
- Monochrome Prints **included** per Month: 0
- Monochrome Print Overages: \$0.0065/Print
- Color Prints **included** per Month: 0
- Color Print Overages: \$0.050/Print
- Non-Profit Pay Per Print Model

DELIVERY, INSTALLATION, INITIAL SUPPLIES, AND INITIAL TRAINING

Delivery, Returning Current Device, Installation, Initial Supplies & Initial Training Included

*The above pricing does not include applicable sales tax.
Prices quoted are subject to change and should be verified before placing your order.*

Accepted by: _____ Date: _____
By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/2022	Originating Dept.: A/T
Preferred 2nd Date:	
Discussion Item: A/T Copier Lease Agreement	Presenter: estimated time needed:
Board Action: <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Motion to accept the colored copier lease agreement from Marco. Monthly lease of \$118.21; with \$.0065/black and white print and \$.050/colored print.

Background Information:

Went out for bids on a copier lease proposal as the Auditor Treasurer copier lease will end on July 19, 2022.
 Marco's proposal was \$200.71/month compared to Coordinated Business System, Ltd. at \$224.56/month.

	Marco	CBS
Monthly Lease	118.21	127.16
5,000 Estimated Monthly B&W	32.50	42.50
1,000 Est Monthly Color	50.00	54.90
Total	200.71	224.56

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



MAP Agreement

APPLICATION NO. 1764002

AGREEMENT NO. 1764002

Meter Reading Contact Person: Jean Price jean_p@co.redwood.mn.us

Managed Account Program Phone: 800.892.8548 | Fax: 800.847.3087

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Marco Technologies LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, BILLING NAME, and E-MAIL.

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Includes payment details like Minimum Payment* \$ 118.21.

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Form for Marco Support Desk enrollment with a table for Monthly Fees: 1-5 Devices: \$10, 6-15 Devices: \$20, 16+ Devices: \$30.

FREQUENCY OF MINIMUM PAYMENT and METER READING FREQUENCY

Form with checkboxes for payment frequency (Monthly, Quarterly, Semi-Annually, Annually) and meter reading frequency.

TERM and SUPPLIES COVERAGE LEVELS

Form with fields for Term in Months (60) and checkboxes for supplies coverage (All Inclusive, HP OEM, No Supplies Included).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Form for Owner Acceptance with fields for Marco Technologies LLC, OWNER, SIGNATURE, TITLE, and DATED.

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Form for Privacy and Information Security with fields for REDWOOD, COUNTY OF, CUSTOMER, and SIGNATURE.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

Form for Customer Acceptance with fields for REDWOOD, COUNTY OF, CUSTOMER, and SIGNATURE.

Form with fields for 41-6005879, FEDERAL TAX I.D. #, and PRINT NAME.

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement").

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement fee, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of any term, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a service and maintenance arrangement with Supplier, and if indicated by the selection of a Supplies Coverage Level on page 1, for maintenance, inspection, adjustment, parts replacement (excluding ink print heads), drums, cleaning material required for proper operation and toner and developer (collectively, the "Services and Supplies"). Paper, staples and MICR Cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for equipment may or may not be included in this Agreement. If included, the amount payable under this Agreement for Supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for Supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Services or Supplies. Supplier will be solely responsible for performing all Services and providing all Supplies. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's Service and Supplies obligations. As a convenience to you, we will provide you with one invoice covering amounts owing for your renting of the Equipment under this Agreement and the amounts owing to Supplier for the Services and Supplies. If necessary, Supplier's obligations to you for the Services and Supplies may be delegated by us to another company. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of prints shown on page 1 of this Agreement for each applicable print type. Regardless of the number of prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent ("DCA") for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading from you using DCA methods, you will be assessed a \$3 fee per month per device for us to collect your meter reads. You agree to pay the applicable excess print charge for each metered print that exceeds the applicable minimum number of prints. Prints made on equipment marked as not financed under this Agreement will be included in determining your print and excess charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the excess charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. **SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

15. **MARCO SUPPORT DESK:** If you selected "yes" on page 1, you will have access to the Marco Support Desk, Monday – Friday from 7:00 am to 5:00 pm CST via phone or internet for the following matters: 1) Required reconfiguration of Equipment imagers on your network for printing and scanning because of replaced or upgraded workstations and/or servers and IP address changes (One attempt (thirty (30) minutes) to reconfigure scan to email resulting from changes made by your internet service provider); 2) Reinstallation and configuration of manufacturer companion software for Equipment and drivers hereunder on additional or upgraded workstations for the following: Sharpdesk, PC Fax Drivers, EFI Remote Workstation, EFI Remote scan, and Marco installed meter monitoring software; 3) Other printing or scanning software related issues as applicable to the normal function of imager(s) for the Equipment; and 4) Request support for the Software identified on page one of this Agreement, if you have a current support agreement with Software provider. Device network support on connected Equipment and reconfiguration to imagers required because of changes to your network, including but not limited to, different or upgraded network operating systems are not included in this Agreement and may be purchased separately at our prevailing rates. Any such purchase shall be subject to the terms of this Agreement.



STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT NO. 1764002

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # 1764002 and any future supplements/schedules thereto, between REDWOOD, COUNTY OF, as Customer and Marco Technologies LLC, as Lessor ("Agreement").

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction...

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification...

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name...

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

CUSTOMER ACCEPTANCE

Marco Technologies LLC

LESSOR

X

SIGNATURE

TITLE

DATE

REDWOOD, COUNTY OF

CUSTOMER

X

SIGNATURE

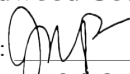
TITLE

DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

APPROVED AS TO FORM

Redwood County Attorney

By: 

Date: 04.27.2022



REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/2022	Originating Dept.: A/T
Preferred 2nd Date:	
Discussion Item:	Presenter:
Approve the 2022 Voting Equipment Grant Agreement (VEGA-3)	estimated time needed: 5 min
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Motion to approve the 2022 Voting Equipment Grant Agreement (VEGA-3) of which Redwood County will receive \$19,305.06 to be used towards the purchase of up to 50% of the cost of 13 Omni Ballot Tablets (assistive voting device).

Background Information:

Redwood County applied for the 2022 Voting Equipment Grant Agreement (VEGA-3) on November 30, 2021 through the Secretary of State. The County has been awarded \$19,305.06 which has been used to purchase up to 50% of the cost of 13 Omni Ballot Tablets (assistive voting device).

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

STATE OF MINNESOTA
2022 VOTING EQUIPMENT GRANT AGREEMENT (VEGA-3)

This grant agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State") acting through its Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299 ("State") and Redwood County, 403 S Mill St./ PO Box 130, Redwood Falls, MN 56283 ("Grantee").

Recitals

- 1 Under Minnesota laws 2021, First Special Session, Chapter 12, Article 1, section 6, Minnesota Laws 2019, 1st Special Session, Chapter 10, Article 1, section 6, and Minnesota Laws 2017, First Special Session, Chapter 4, Article 3, § 17, coded as Minnesota Statutes, § 206.95, the Grantee is empowered to apply for the funds requested in this Agreement, and submitted a grant application under subdivision 3 of that section on or before December 17, 2021, and the State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State and in accordance with all state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.
3. The State is in need of assurance that Minnesota elections are conducted on modern voting equipment. Grantee is in need of funds to purchase optical scan counters, assistive voting devices, or electronic roster systems.
4. Grantee represents that it has insufficient resources to purchase these counters, devices or systems without the grant amount provided pursuant to this agreement.

Agreement

1 Effectiveness of Agreement

- 1.1 **Effective date:** February 14, 2022, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Per Minnesota Statutes, §16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget. Per, Minnesota Statutes §16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully approved and executed, and Grantee has been notified by the State's Authorized Representative that they are in compliance with the terms of this Agreement.
- 1.2 **Expiration date:** September 1, 2022, or when all funds applied for and provided to Grantee by State have been expended, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the fulfillment of this grant agreement: 4. Conditions; 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Property Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Grantee's Duties

- 2.1 **Activities.** 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) and will use all funds provided as a result of this Agreement for the purchase of optical scan counters, or assistive voting devices in the manner described in this Agreement and as set forth in the Grant Application previously submitted by Grantee and attached hereto. As Chief County Election Official, the County Auditor or Election Director is responsible for fulfilling all requirements of Grantee under this agreement. Grantee will use the funds awarded only for the procurement of the voting equipment set forth in the Grant Application except as set forth in paragraph 2.4 of this Agreement.

Grantee is hereby awarded \$19,305.06 for purchase of Optical Scan Precinct Counters/Systems that can process four column ballots or Assistive Voting Devices. Grantee must match this grant with \$19,305.06 of local funds.

Grantee will expend all funds granted by this Agreement as well as the required match pursuant to Minnesota Statutes, § 206.95, no later than May 31, 2022, or will return all unspent grant funds to the State by June 10, 2022, for potential redistribution.

2.2 Reporting Requirements. Grantee shall report to the State as specified in this Agreement.

- (1) **Progress Reporting.** Grantee shall submit, by June 10, 2022, a financial reporting form to the State utilizing the format identified by the State, stating the amount spent in calendar year 2022 for the

purchase of each kind of voting system, how many were purchased, and how much of the grant award remains to be spent, if any.

- (2) **Final Reporting.** Grantee will submit a final report, no later than June 10, 2022, or 30 days after the grant amount has been fully expended, whichever comes first, including all items listed in 2.2 (1) above as well as cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements. These records must prove the total expenditure of the Grant Amount and the required total match pursuant to Minnesota Statutes, § 206.95, subdivision 4, or if less than all grant funds were expended, the total of the expended grant funds and the proportionate match required by Minnesota Statutes, § 206.95, subdivision 4.
- (3) **Other Requirements.** Subgrantee must maintain financial records for each grant sufficient to satisfy audit standards and must transmit those records to the secretary of state upon request of the secretary of state.
- (4) **Evaluation.** State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee.
- (5) **Requirement Changes.** State may modify or change all reporting forms at their discretion during the grant period.
- (6) **Special Requirements.** The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Accounting Requirements - Fiscal Control and Accounting Procedures.

Grantee's fiscal control and accounting procedures must be sufficient to:

- (a) Permit preparation of reports required by this Agreement,
- (b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- (c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

2.4 Alterations in Spending Plan.

Grantee may spend funds granted for the purchase of optical scan precinct ballot counters that are capable of processing four column ballots on assistive voting devices, and funds granted for the purchase of assistive voting devices on optical scan precinct ballot counters, if they are capable of processing four column ballots, or in either case for combinations thereof, if the change is reported in the next financial report due after the purchase.

3 Time

Grantee must comply with all the time requirements described in this Agreement. In the performance of matters funded pursuant to this Agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** The Subgrantee will be awarded the amount listed for the Grantee in paragraph 2.1 of this Agreement.
- (2) **Total Obligation.** The total obligation of the State to Grantee under this grant agreement will not exceed the amount stated in paragraph 2.1 of this Agreement.

4.2 **Fiscal Requirements.** Grantee shall report to the State as provided by paragraph 2.2 of this Agreement.

- (1) **Financial Guidelines.** Grantee's eligible expenditures under this grant agreement must be specifically incurred by Grantee. Grantee will report on all expenditures pertaining to this grant agreement as provided in paragraph 2.2.
- (2) **Records.** Grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other Retention and access requirements for records provided in the jurisdiction's retention schedules.

4.3 **Payment Invoices.** State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

4.4 **Conditions.**

- (1) Payments under this Agreement will be made from funds appropriated by Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, section 6, Minnesota Laws, 2019, 1st Special Session, Chapter 10, Article 1, section 6, and Minnesota Law 2017, 1st Special Session, Chapter 4, Article 3, section 17. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with statutory or grant agreement requirements.
- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for procurement of the equipment set forth in paragraph 2.1 and operating expenses as defined by law.
- (3) Grantee assures that equipment to be acquired with these grant funds is required because Grantee has need of the equipment, and has insufficient funds for that purchase. Grantee also assures that equipment purchased with grant funds will be used for all elections as required by law. Grantee agrees that it will only purchase optical scan precinct counters/systems that can process 4 column ballots, or assistive voting devices, certified under M.S. 206.57.
- (4) Grantee, for five full years following the purchase of equipment with grant funds, may dispose of that equipment only after first offering the equipment to Minnesota jurisdictions using the same type of equipment. During that five-year period, Grantee may only sell the equipment at or below a price equal to the amount of the funds initially expended by Grantee for the equipment purchase, excluding the grant made pursuant to this agreement. If the funds so expended, or any part thereof, were initially received from the Help America Vote Act, funds from the sale of the equipment must be returned to the jurisdiction's Help America Vote Act (HAVA) account and must be retained and expended only for the purposes of HAVA.

5 **Satisfaction**

All duties required and agreements or assurances provided by Grantee in this Agreement 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.

6 **Authorized Representative**

The State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor the Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is Jean Price, Auditor-Treasurer, 403 S Mill St./ PO Box 130, Redwood Falls, MN 56283, jean_p@co.redwood.mn.us, 507-637-4013.

Grant payment will be made to: Redwood County
Federal ID Number: 41-6005879

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

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

7.1 **Assignment**

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

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 expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees.

9 State Audits

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement 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

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes, § 13.08 apply to the release of the data referred to in this clause by either Grantee or the State. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. 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 Property and Casualty Insurance

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for the counters, devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of the election equipment. Any deductible shall be the sole responsibility of Grantee. Self-Insurance is sufficient to meet this requirement.

13 Governing Law, Jurisdiction, and Venue

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

14 Data Disclosure

Under Minnesota Statutes, § 270.66, and other applicable law, 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 Subgrantee to file state tax returns and pay delinquent state tax liabilities, if

any, or pay other state liabilities.

15 Termination.

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee.

16 Grantee Procurement

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing equipment with funds subject to this Agreement.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.

Signed: Jennifer Kury

Date: 4/19/2022

Grant Agreement No. 210858/P03908

3. STATE (Office of the Secretary of State)

By: [Signature]
(with delegated authority)

Title: Director of Elections

Date: 4/15/22

2. GRANTEE (Local Jurisdiction)

Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of Grantee as required by applicable resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Grantee
State's Authorized Representative



REQUEST FOR BOARD ACTION

Requested Board Date: 4/19/22	Originating Dept.: Environmental
Preferred 2nd Date:	
Discussion Item:	Presenter: Scott W
Public Hearing - CD 52 Lat 87 - Petition to Outlet Municipal Drainage	estimated time needed: 30 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Materials Attached.

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

CD 52 Lat 87 Drainage Authority

Agenda

May 3, 2022 @ 10:00 a.m.
Redwood County Government Center
403 S Mill St
Redwood Falls, MN 56283

Public Hearing – Petition for a Drainage System as an Outlet for a Municipality – Redwood Falls Port Authority.

1. Call Hearing to Order
2. Purpose of Hearing – Wold
3. Jurisdictional and Notice Documents – Wold
4. Petitioners / Engineer Present Project
5. Public Comment Regarding Project
6. Viewers Report and Explanation of Outlet Fee
7. Public Comment regarding Viewers Report
8. Close Public Comment
9. Possible Action by Drainage Authority: (make motion on one of the following).
 - a. Approve Petition if:
 - i. A necessity exists for the use of the drainage system as an outlet for the municipal drainage system or the overflow from the system
 - ii. The use of the drainage system will be of public utility and promote the public health
 - iii. The proposed connection conforms to the requirements of the Pollution Control Agency and provides for the construction and use of proper disposal works
 - iv. Proper benefits have been assigned to the municipality for using the drainage system as an outlet for municipal drainage and a proper outlet fee has been established to pay for the privilege of using the drainage system as an outlet.
 - b. Deny Petition if:
 - i. You answer in the negative to any of the above
 - c. Table Petition if:
 - i. Additional information is needed.
10. Order Environmental Director Wold to prepare a findings and order consistent with the Board's decision
11. Adjournment

STATE OF MINNESOTA
Before the
REDWOOD COUNTY BOARD OF COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY FOR
County Ditch #52-Lateral 87

In The Matter of Petition for Authority
to Use County Ditch #52-Lateral 87 as an Outlet

AMENDED PETITION FOR OUTLET

Pursuant to Minn. Stat. § 103E.411, Petitioners seek authority to use Redwood County Ditch #52-Lateral 87 as an outlet for drainage. For their Petition, the undersigned Petitioners state and allege the following:

1. Petitioners own property which includes that part of the SW ¼ of Section 8 lying north and east of the Minnesota Valley Railroad right-of-way Township 112N Range 35W and also The NW ¼ of Section 8, except the right-of-way of the Minnesota Valley Railway Township 112N, Range 35W, Redwood County, Minnesota.
2. Petitioners request express authority from the Redwood County Board of Commissioners, acting as the drainage authority for County Ditch #52-Lateral 87, to use the County Ditch #52-Lateral 87 as an outlet for a drainage system installed to benefit the following properties:
 - a. Approximately 20.8 additional acres within that part of the SW ¼ of Section 8 lying north and east of the Minnesota Valley Railroad right-of-way Township 112N Range 35W and also The NW ¼ of Section 8, except the right-of-way of the Minnesota Valley Railway Township 112N, Range 35W, that currently drain to CD 22A (the "Property"). By way of clarification, the proposed municipal storm water system and drainage area that is proposed to outlet into County Ditch #52-Lateral 87 is depicted on **Exhibit B**, attached hereto, and includes approximately 138.7 total acres, of which 117.9 acres is already assessed as benefited by County Ditch #52. That part of the above-described real estate which currently drains into CD 22A other than the 20.8 acres changing watershed will remain outletting into CD 22A.
3. The use of County Ditch #52-Lateral 87 as an outlet for drainage is necessary because it is an efficient outlet for the conveyance of water from the Property. Minn. Stat. § 103E.411, Subd. 1(1).
4. The use of County Ditch #52-Lateral 87 will be of public benefit and utility because it will (1) enable new residential, commercial, and industrial construction and development (2) protect property and roads from overflow and flooding. Minn. Stat. §§ 103E.411, Subd. 1(2); 103E.005, Subd. 27. Particularly, the use of County

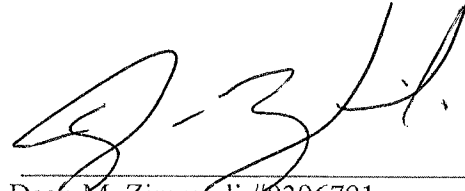
Ditch #52-Lateral 87 will both (1) enable the construction of the Redwood Falls Southeast Development Project and (2) protect the property and roads established by the Redwood Falls Southeast Development Project. Further, the use of County Ditch #52-Lateral 87 will promote the public health because it will (1) improve the general sanitary condition of the Property by drainage and (2) prevent overflow of the Property that produces or tends to produce unhealthful conditions. Minn. Stat. §§ 103E.411, Subd. 1(2); 103E.005, Subd. 25.

5. The Findings of Fact, Comment Responses, and Record of Decision for the Redwood Falls Southeast Development Project is attached hereto as **Exhibit A**. Exhibit A further describes the Redwood Falls Southeast Development Project, and determines that no environmental impact statement is required because the project does not have the potential for significant environmental effects.
6. The attached **Exhibit B** includes a plat which shows the location of County Ditch #52-Lateral 87 and the location of the municipal drainage system. Minn. Stat. § 103E.411, Subd. 1(3).
7. The attached **Exhibit C** shows the plan of connection from the municipal drainage system to County Ditch #52-Lateral 87. Minn. Stat. § 103E.411, Subd. 1(4).
8. The plan for connecting the municipal drainage system to County Ditch #52-Lateral 87 has been approved by the Minnesota Pollution Control Agency (“MPCA”). Minn. Stat. § 103E.411, Subd. 2. The City of Redwood Falls maintains a municipal separate storm sewer system permit (“MS4 permit”) issued by the MPCA, and this plan is in full compliance with the MS4 permit conditions. The attached **Exhibit D** evidences the MS4 permit. Therefore, the all necessary approval from the MPCA for connecting the municipal drainage system to County Ditch #52-Lateral 87 has been obtained, as required by Minn. Stat. § 103E.411, Subd. 2.
9. This Petition may be signed in counterparts.

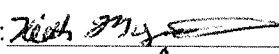
Therefore, Petitioners respectfully request the following:

- a. That the drainage authority set a time and location for a hearing on this Petition and provide notice of the hearing pursuant to Minn. Stat. § 103E.411, Subd. 3(b).
- b. That the drainage authority conduct a hearing on the above Petition pursuant to Minn. Stat. § 103E.411, Subd. 4, and that the drainage authority, by order, authorize Petitioners to use County Ditch #52-Lateral 87 as an outlet.
- c. That the drainage authority, concurrent with this petition, appoint a viewer to view the Property and make a recommendation to the drainage authority on an appropriate outlet fee for the beneficial use received through the County Ditch #52-Lateral 87 outlet and to determine a benefit amount for future assessments.

Dated: March 28, 2022.



Dean M. Zimmerli #0396791
dzimmerli@gislason.com
William M. Bigham #0402889
wbigham@gislason.com
GISLASON & HUNTER LLP
2700 South Broadway
P. O. Box 458
New Ulm, MN 56073-0458
Phone: 507-354-3111
Fax: 507-354-8447
Attorneys for Petitioners

Owner Signature	Property Owned	Mailing Address	Dated
Redwood Falls Port Authority By:  Its <u>Executive Director</u>	That part of the SW ¼ of Section 8 lying north and east of the Minnesota Valley Railroad right-of-way Township 112N Range 35W and also The NW ¼ of Section 8, except the right-of-way of the Minnesota Valley Railway Township 112N, Range 35W	333 S Washington St PO Box 526 Redwood Falls MN 56283	<u>03-28-22</u>

Minnesota Valley Regional Rail Authority



200 S Mill Street
PO Box 481
Redwood Falls, MN 56283

Phone: 507-637-4084
E-mail: mvrrea19@gmail.com
Website: www.mvrrea.org

Serving the communities, shippers, and counties of Carver, Sibley, Renville,
Redwood, and Yellow Medicine in Minnesota

April 28, 2022

Scott Wold
Redwood County Environmental Director
403 South Mill Street
P. O. Box 130
Redwood Falls MN 56283

RE: Proposed Changes to County Ditch #52 -Lateral 87
Redwood Falls MN

Dear Mr. Wold:

The Minnesota Valley Regional Rail Authority (MVRRA) is a five county joint powers agency which owns the 94.5 miles of railroad track/ROW from Norwood Young America to Hanley Falls, has noticed the ditch authority hearing for May 3, 2022 regarding the proposed development in the southeast corner of City of Redwood Falls. MVRRA is supportive of healthy growing Cities along our railroad, but we have concerns about the drainage effects that this new development will cause for additional problems downstream to Crow Creek.

MVRRA has a railroad bridge over Crow Creek east of the city along Highway 71/19 that has experienced damage from elevated water in Crow Creek. Over the last 10 years, MVRRA has spent hundreds of thousands of dollars in repairing the bridge due to environmental impacts from multiple heavy rain storms from 7 – 14" at a time. In 2018 the bridge actually moved a foot from increased pressure from tree debris and storm water from upstream coming through Crow Creek. At our April 20th Rail Authority meeting, the Authority approved a construction contract for \$1,113,417.00 to replace the existing timber bridge with a new concrete bridge. The bridge will reduce the piers in the water channel from 10 to 3, with none in the normal channel. The bridge is designed using a flood model that would allow the passage of a 100-year flood. The normal water level is approximately 832.15 feet, and the 100-year flood elevation is estimated at 840.79 feet at the bridge.

Reviewing the ditch authority documents of the City's proposed development does not show downstream impacts. Additional modeling for 100-year impacts was provided on April 26, 2022, for the development only.

MVRRRA requests that the Ditch Authority and Redwood County Watershed District conduct a comprehensive study on the downstream impacts beyond Ditch 52 for the total watershed into Crow Creek for all the proposed future developments, along with the past housing developments and Hospital development, and propose any additional mitigation measures needed to protect the existing downstream facilities.

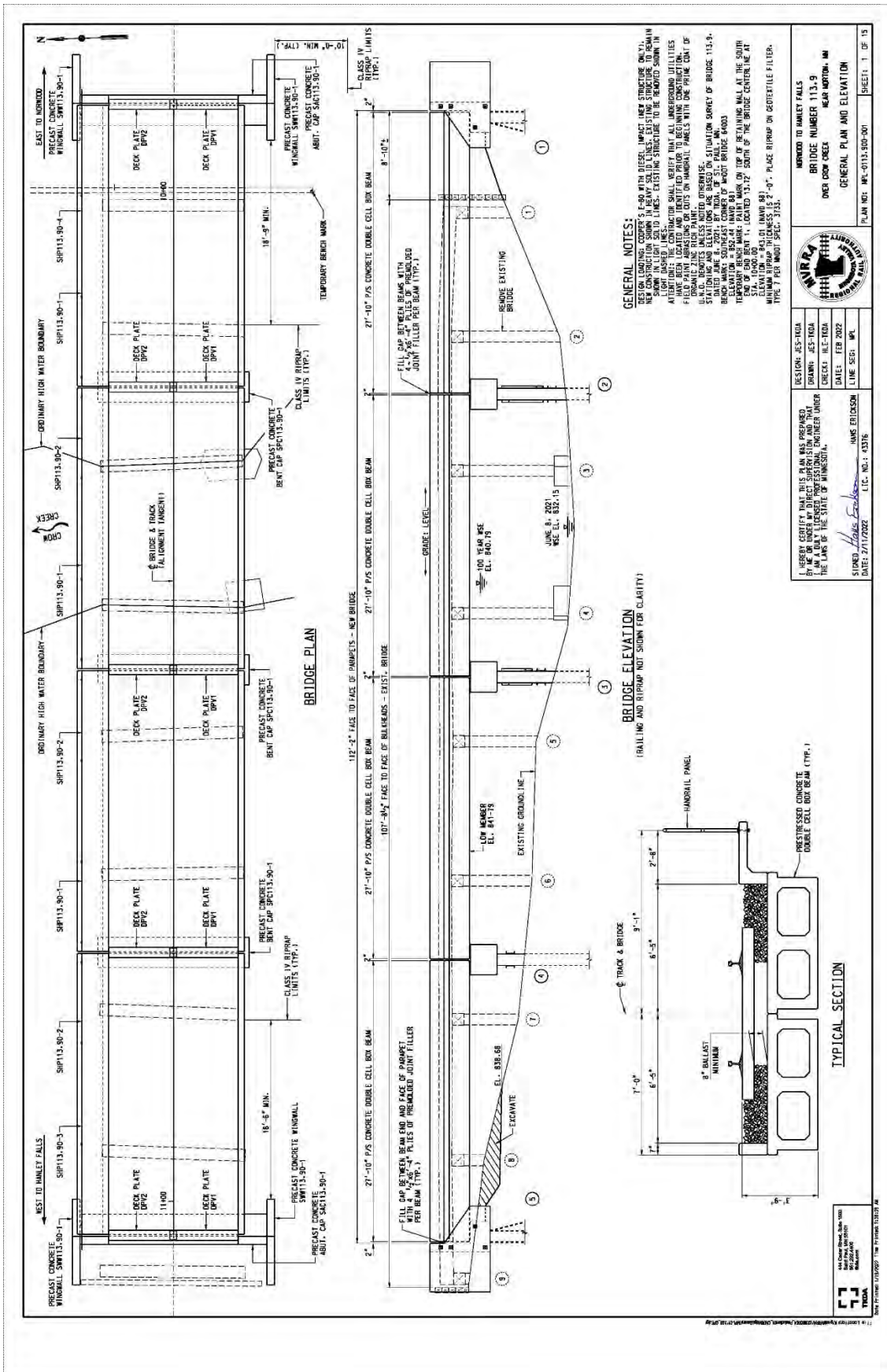
Thank you for your consideration.

Sincerely,

Bob Fox, MVRRRA Board Chair
320-894-2022
Mvrraa19@gmail.com



Existing MVRRA bridge over Crow Creek (MP 113.9)



GENERAL NOTES:
 REGIONAL DESIGN: CORNER'S E-300 WITH DIESEL IMPACT LAYER STRUCTURE ON 1/2\"/>

REGION: ILL. - INDIA		REGION: ILL. - INDIA	
DRAWN: JES-INDIA		DRAWN: JES-INDIA	
CHECK: JES-INDIA		CHECK: JES-INDIA	
DATE: FEB 2022		DATE: FEB 2022	
LINE: SEC. - MW		LINE: SEC. - MW	
SIGNED: <i>James Erickson</i>		SIGNED: <i>James Erickson</i>	
DATE: 2/17/2022		DATE: 2/17/2022	
LIC. NO.: 43316		LIC. NO.: 43316	
PROJECT: MVRRA BRIDGE OVER CROW CREEK		PROJECT: MVRRA BRIDGE OVER CROW CREEK	
SHEET: 1 OF 15		SHEET: 1 OF 15	

TYPICAL SECTION

BRIDGE ELEVATION
 (RAILING AND RIPRAP NOT SHOWN FOR CLARITY)

BRIDGE PLAN



JES-INDIA
 ENGINEERING, INC.
 1115 S. FARMERS ROAD
 MOUNTAIN VIEW, MO 64578
 PHONE: 816.833.8000
 FAX: 816.833.8001
 WWW.JES-INDIA.COM



**FINDINGS OF FACT,
COMMENT RESPONSES, AND
RECORD OF DECISION**

**REDWOOD FALLS
SOUTHEAST DEVELOPMENT PROJECT**

Redwood Falls, MN

November 2021

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1 Project Title

Redwood Falls Southeast Development Project

2 Proposer

Organization: City of Redwood Falls
Contact person: James Doering
Title: Public Works Project Coordinator
Address: 333 S. Washington Street, PO Box 526
City, State, ZIP: Redwood Falls, MN 56283
Phone: (507) 616-7400
Email: jdoering@ci.redwood-falls.mn.us

3 RGU

Organization: City of Redwood Falls
Contact person: James Doering
Title: Public Works Project Coordinator
Address: 333 S. Washington Street, PO Box 526
City, State, ZIP: Redwood Falls, MN 56283
Phone: (507) 616-7400
Email: jdoering@ci.redwood-falls.mn.us

4 Reason for EAW Preparation

<p>Required:</p> <p><input type="checkbox"/> EIS Scoping</p> <p><input checked="" type="checkbox"/> Mandatory EAW MS 4410-4300, Subpart 36</p>	<p>Discretionary:</p> <p><input type="checkbox"/> Citizen petition</p> <p><input type="checkbox"/> RGU discretion</p> <p><input type="checkbox"/> Proposer initiated</p>
---	---

5 Project Location

County	Redwood County		
City/Township	Redwood Falls		
PLS Location ($\frac{1}{4}$, $\frac{1}{4}$, Section, Township, Range)	Section	Township	Range
SW Parcel: NW1/4 EX RR & ALL SW1/4 E & N OF RR, 208.55A	8	112	35
NE Parcel: SE1/4 LYING S OF CTY DITCH 52 EX TR 640' X 510', 140.51A	5	112	35

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Watershed (82 major watershed scale):	Minnesota River (Mankato) (07020007)
GPS Coordinates:	SW Parcel: NW corner - 15T 334085 4932736 NE corner - 15T 334868 4932734 SE corner - 15T 334837 4931375 SW corner - 15T 334073 4932150 NE Parcel: NW corner - 15T 334919 4933407 NE corners - 15T 335333 4933455, 15T 335334 4933340, 15T 335416 4933236, 15T 335690 4933231 SE corners - 15T 335687 4932902, 15T 335510 4932894, 15T 335486 4932758 SW corner - 15T 334902 4932763
Tax Parcel Number:	62-008-2020 (SW), 62-005-4020 (NE)
County	Redwood

6 Findings of Fact

A. Project Description

The City of Redwood Falls proposes to develop two parcels totaling 324 acres for industrial, residential and commercial development southeast of the current city limits. This project will incorporate development in a phased approach across the two parcels. The parcel northeast of the intersection of County State Aid Highway (CSAH) 1 and CSAH 24 (NE parcel) will be developed primarily for light industrial use. The parcel southwest of this same intersection (SW parcel), will be developed for primarily residential use with the potential for commercial areas. Conceptual development plans for these parcels can be found in the EAW.

These parcels are currently owned by the Redwood Falls Port Authority and leased out for agricultural production. Construction is anticipated to commence in the Spring 2022 with full build-out completed over several years pending current and future developer interest.

Subsurface utilities including storm sewer, sanitary sewer, and watermain are planned to service the subdivision and industrial areas. Proposed new streets will be bituminous mat/aggregate base sections with low traffic volumes and occasional post-construction truck traffic in the NE parcel. It's anticipated that grade changes for structures will be limited to five feet. Structures will include residential development, both single-family and multi-family units, commercial properties, and light industrial and/or warehousing facilities.

The phased approach will facilitate build-out on these parcels over time as development pressures continue to increase in and around Redwood Falls. Phase 1 construction will begin in Spring 2022 and add amenities to both parcels, including a lift station, watermain loop, and preparing the site for additional utilities and roadways. This phase will also include initial residential development in the SW parcel. Phase 2 will commence based on developer interest

REDWOOD FALLS SOUTHEAST DEVELOPMENT

and anticipates completing residential and commercial construction in the SW parcel and add light industrial and/or warehousing facilities in the NE parcel.

B. Procedural History

Distribution of the EAW document to EQB Distribution List	September 2, 2021
Public Notice of the EAW availability in the Redwood Gazette Newspaper	September 6 & 9, 2021
Publication of the availability in the EQB Monitor and the beginning of comment period	September 7, 2021
End of comment period	October 7, 2021

The Draft EAW was sent to the following agencies for review and comment:

- 1) Board of Water and Soil Resources
- 2) Environmental Quality Board
- 3) Indian Affairs Council
- 4) Minnesota Department of Agriculture
- 5) Minnesota Department of Health
- 6) Minnesota Department of Natural Resources
- 7) Minnesota Department of Transportation
- 8) Minnesota Environmental Quality Board
- 9) Minnesota Historical Society
- 10) Minnesota Pollution Control Agency
- 11) Minnesota Department of Commerce
- 12) Minnesota State Archaeologist
- 13) Southwest Region Development Commission
- 14) Redwood County Administrative Offices
- 15) State Historic Preservation Office
- 16) U.S. Army Corps of Engineers
- 17) U.S. Environmental Protection Agency
- 18) U.S. Fish & Wildlife Service

Copies of the document were placed in the City of Redwood Falls Administrative Office and the Region Eight Marshall-Lyon County Library.

The City received comments from three governmental agencies (**Attachment A**): Minnesota Department of Natural Resources, Minnesota Department of Transportation, and Minnesota Pollution Control Agency. The U.S. Army Corps of Engineers supplied a notice that their Approved Jurisdictional Determination (AJD) annotated they do not have jurisdiction over the wetlands and no additional reviews were required. Comment responses are provided in Section 8.

The City received no comments from the public.

7 Determining the Potential of Significant Environmental Effects

The purpose of the EAW is to identify potential environmental effects and determine whether or not an Environmental Impact Statement (EIS) is required. An EIS is undertaken when the project has the potential for significant environmental effects. The RGU determines if a project has the potential for significant environmental effects based on four criteria as outlined in Minnesota Rule 4410.1700:

- A. The type, extent, and reversibility of environmental effects;
- B. Cumulative potential effects;
- C. Extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority; and
- D. Extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer.

Determining whether a project needs or does not need an EIS is an evaluation of the potential for significant environmental effects based on the above criteria. An analysis of the four criteria is provided in this Record of Decision.

A. Type, Extent, and Reversibility of Environmental Effects

Cover Types

- The project proposes to convert 300 acres of predominantly agricultural land to residential, commercial and industrial development properties.
- This is anticipated to increase impervious surfaces across the two parcels to approximately 200 acres.

Land Use

- The city will update its Comprehensive Plan following completion of the project's environmental review process to ensure consistency with future development opportunities.
- The two parcels will require annexation and rezoning prior to construction activities commencing.
- The city will work with the County Drainage Authority to ensure compliance, exemptions and/or removal of specific areas from the county's drain tile program.

Geology & Soils

- Where practical, stormwater ponds and other development features will be aligned with hydric soils across the proposed project area.
- MPCA Best Management Practices will be planned and instituted as soon as construction begins to reduce erosion and sedimentation.

Water Resources

Surface Waters

- County Ditch 52 borders the northern parcel and is currently impaired for benthic macroinvertebrates. While a Total Maximum Daily Load (TMDL) assessment has not yet been completed for this ditch, the city assumes any and all BMPs will benefit and help ensure no further water quality impacts.
- A Letter of Map Revision (LOMR) was submitted to the Federal Emergency Management Agency based on results from a hydrologic study. This letter was reviewed and approved by Redwood County.
- Construction of a stormwater pond is anticipated within the floodplain area; however, this will be a dry pond to deter waterfowl use due to its proximity to the airport. All permits will be secured prior to construction activities.

Wetlands

- No wetland impacts are anticipated as part of this project.
- A wetland buffer of at least 50 feet will be implemented to protect wetland resources on-site.

Groundwater

- Groundwater as shallow as 5-feet was noted during soil boring assessments. Temporary dewatering activities may be required during utility installation and all required permits will be secured prior to construction activities.
- Any unexpected wells encountered on site will be sealed in accordance with state requirements.

Wastewater

- The city will extend its water and wastewater utilities to support the proposed development.
- No industrial wastewater will be produced at the project location.
- The city is currently reviewing its inflow and infiltration (I/I) reduction program to increase capacity at the wastewater treatment plant (WWTP). Pending outcomes of that program, in conjunction with known and projected precipitation rates, a determination will be made to either maintain current operations or to expand WWTP capacity.

Stormwater

- A MPCA National Pollutant Discharge Elimination System (NPDES) permit will be secured prior to construction activities commencing. All contractors will comply with permit requirements.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

- An Erosion and Sediment Control Plan and a Storm Water Pollution Prevention Program (SWPPP) will be submitted and approved as part of the plan approval process.
- As an active MS4 community, the city will meet or exceed all of its stormwater requirements and standards.
- MPCA BMPs will be implemented to mitigate erosion and sedimentation, which are required for all land disturbances. BMPs will include silt fences, rock construction entrances, and seeding disturbed areas, at a minimum.
- Stormwater ponds will ensure water quantity and water quality remains at or better than existing conditions.

Water Appropriations

- Water main utilities and associated infrastructure will be extended to the development site.
- The city anticipates adding water storage, via a new water tower, to expand water services.
- Industries present on this site will be consistent with light industrial and will not require significant water use.
- The city and/or developer(s) will secure all required permits and comply with all regulations for this utility extension.

Visual

- The viewshed will change as a result of the proposed project. Transitioning from predominantly agricultural views to residential and industrial development.
- These shifts are consistent with small city growth opportunities.

Historic Properties

- The State Historic Preservation Office (SHPO) had no record of any historical properties on the project site but recommended a Phase I Archaeological Survey be conducted to determine if there are any sites of cultural resources significance.
- The Phase 1 Archaeological Survey was completed, and findings determined a single lithic find as not eligible for listing in the National Register of Historic Places.
- SHPO concurred with the archaeological report recommendations on July 19, 2021.

Air

- Construction dust and odors are anticipated during the phased development project.
- Post-construction vehicle emissions increases are anticipated in the residential and industrial areas, although these are not expected to be a substantial issue.
- Stationary sources of air emissions will stem from domestic hear sources in residential and industrial facilities once constructed. These, too, are anticipated as minimal and not substantial.

Noise

- Construction noise levels and types typical of construction equipment will occur as a result of this project.
- Noise levels will temporarily increase during construction due to heavy equipment required for excavation, grading and hauling operations.
- Noise levels will drop to those typical of residential and light industrial areas after project construction.

Transportation

- No access to TH 67 is anticipated during or following completion of the proposed development.
- Possible road improvements at the intersection of CSAH 24 and CSAH 1 are anticipated; however, no expansion of the roads is projected at this time.

B. Cumulative Potential Effects

- The EAW addressed potential cumulative effects of this development regarding loss of agricultural land, increase in traffic and impervious surfaces, and a nominal increase in greenhouse gas emissions.
- Temporary impacts are anticipated during construction activities. Minimization and mitigation of these activities will reduce potential impacts.
- Because this development will occur in phases, its cumulative effects will be addressed and minimized throughout.
- Best management practices during the construction process, use of energy efficient building materials and appliances or other systems, and the addition of native landscape vegetation and tree species may help offset impacts from increased GHG emissions.
- There are no additional known projects that will interact with and result in cumulative potential impacts to this project.

C. The Extent to Which Environmental Effects are Subject to Mitigation by Ongoing Public Regulatory Authority

- Annexation of these parcels into the city is anticipated prior to construction activities commencing.
- All appropriate permits will be secured and/or modified before construction starts in the development areas.
- Appropriate grading of the disturbed material will mitigate any potential drainage issues. Any grading material will be confined by silt-fencing and seeded to reduce erosion and sedimentation to local water resources.
- Permits identified in the EAW include:

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Government Agency	Type of Application/Permit	Status
Federal Agencies		
Federal Emergency Management Agency	Letter of Map Revision (LOMR)	To be applied for
State Agencies		
Minnesota Pollution Control Agency	National Pollutant Discharge Elimination System (NPDES)	To be applied for
	Construction Storm Water Permit	To be applied for
	Sanitary Sewer Extension Permit	To be applied for
Minnesota Department of Health	Watermain Extension Permit	To be applied for
Minnesota Department of Natural Resources	Water Appropriations Permit	To be applied for
	Utility Crossing License (added since EAW)	To be applied for
Local Agencies		
Redwood County	Stormwater Outlet Permit to CD52	To be applied for
	Drain Tile Adjustments (added since EAW)	To be applied for
Redwood Soil & Water Conservation District	Grading/Excavation Permit	To be applied for
Redwood County / Paxton Township	Annexation	To be completed

- The City of Redwood Falls finds the potential impacts identified as part of the proposed Southeast Development project can be addressed through the final design process and through the regulatory agencies as part of the permitting process. Therefore, the City finds that the potential environmental impacts resulting from the project are not significant and are subject to mitigation by ongoing public regulatory authority.

D. The Extent to Which Environmental Effects can be Anticipated and Controlled as a Result of Other Available Environmental Studies Undertaken by Public Agencies or the Project Proposer

- No other environmental studies in or adjacent to the proposed project area are known at this time.
- Pending any future proposed development projects, the City will consult with and ensure additional mitigation measures are identified to comply with all local, state and federal regulatory requirements.

- The City finds:
 - The proposed project will be designed to include various measures to reduce adverse impacts to the environmental.
 - The project is subject to local, state and federal requirements.
 - All necessary permits will be secured, and the permit holder will adhere to all requirements of the permits.
 - Considering the results of the environmental review and permitting processes, the City finds that the environmental effects of the project can be adequately anticipated, controlled and mitigated.

8 Comments and Responses

Agency letters can be found in **Attachment A**.

The following are the RGU's responses to the comments that were received during the EAW comment period from September 6, 2021, to October 6, 2021.

A. Minnesota Department of Natural Resources

Commentor: Joanne Boettcher, Regional Environmental Assessment Ecologist,
Region 4, MnDNR

Comment Date: October 7, 2021

Thank you for your comments regarding the Redwood Falls Southeast Development Environmental Assessment Worksheet.

Comment/Question: The EAW ties the project purpose to community growth. Census data indicate that prior to 2000, the City's population increased. However, since 2000, population has decreased by about 10%. What population and business growth prediction information are the city using? What growth is anticipated? Has the city considered improving already developed land within the city to meet any anticipated new needs? We encourage a careful consideration of these factors.

Response: The City of Redwood Falls has seen an increase in households although population has not grown. We are seeing trends as couples, singles or older adults want homes or townhomes and are often buying versus renting. The proposed project will provide a combination of housing and industrial parcels to facilitate continued economic growth.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Comment/Question: County Ditch 52 is an altered portion of Crow Creek, and that public ditch does revert to a natural channel public water less than one mile downstream of the proposed development area. Both the public ditch and public water are already impaired for impacts to aquatic life and stressed by altered hydrology, as assessed by the MPCA. The EAW notes that 221 of the 324-acre development (68%) will be impermeable surface. This large amount of impermeable surface has the potential to negatively impact water quality and quantity from this acreage. Increasing the amount of water to streams accelerates downstream flooding and streambank erosion, in turn, degrading water quality. Degraded water quality harms fish and aquatic life. What is the anticipated change in runoff volume based on the change in land use/impermeable surface? We recommend that this development fully hydrologically mitigate changes in the runoff volume by adding sufficient storage, water use (evapotranspiration), and infiltration capacity within the development to prevent additional water being contributed to Crow Creek.

Response: Preliminary models show a slight (3.5%) decrease in total discharge from the residential development for a 10-year event and a 43% increase in runoff volume for the industrial development for a 10-year event. Stormwater ponds will be implemented across the project area to ensure this increased runoff is captured and either stored or infiltrates prior to entering the adjacent creeks. As refinements to the design continue, additional BMPs will be added to further reduce potential runoff for the industrial development section. Additionally, a SWPPP will be developed and adhered to by city contractors.

Comment/Question: The project proposes to place industrial development and a stormwater pond into the existing FEMA floodplain and pursue a revision to the floodplain map. Developing flood plains is ill-advised due to environmental but also business or residential concerns. Floodplains have an important ecologic and hydrologic value and help dissipated flood waters and energy, improve water quality, and provide important habitat. Furthermore, the placement of a stormwater pond in the floodplain could lead to pollutants that have settled onto the pond bottom being washed into the stream when the pond is flooded. Homes or businesses placed in floodplains bear a larger risk of being impacted by natural disasters and experiencing financial loss due to flooding. We recommend that the floodplain is not developed and that only perennial vegetation is placed within the floodplain and used to buffer the stream. To better protect development and environment, particularly in light of climate and landscape changes where higher stream flows are likely in the future, we recommend that a wide buffer of deep-rooted, native vegetation (trees, shrubs, prairie) is placed between any development and the floodplain.

Response: Any potential development within the floodplain will follow the City of Redwood Falls Conditional Use Ordinance that is consistent with DNR recommendations.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Comment/Question: The project will need to apply for a DNR utility crossing license for any infrastructure proposed to cross a public ditch or stream. Likewise, if any impacts to the stream or ditch are possible, a DNR Public Waters Work Permit may be required.

Response: This permit is anticipated for utilities crossing County Ditch 52 and any other county ditches. All required permits will be secured prior to construction activities.

Comment/Question: Roughly half of the soils within the proposed development are fully or partially hydric with drown-out spots visible on aerial imagery and many identified restorable wetlands. We encourage future developments to consider these factors as they relate to suitability of development and also as potential areas to integrate natural, open space areas.

Response: Stormwater ponds or other open spaces/natural areas will follow soils and topography to the extent reasonable.

Comment/Question: In-place tile drainage is likely throughout the proposed development area because the area is currently farmed. The city should investigate if tile was installed under a Wetland Conservation Act exemption standard - whether the exemption was a formal decision or not. If tile was installed under such exemption, the change in land use from agriculture to urban development negates any agricultural-based exemption for wetland impacts that may have occurred. These wetlands would then need to be replaced. Please provide evidence that coordination with BWSR and the WCA authority regarding this concern is complete.

Response: The wetland delineation and Type & Boundary application was submitted to the LGU (Redwood County) and forwarded on for WCA review. All permits will be reviewed and secured prior to starting construction activities.

Comment/Question: Stormwater ponds are proposed to help partly mitigate the impacts of this project, but few details are provided. Please provide more information on the stormwater ponds, including the volume and runoff depth. The EAW shows a stormwater pond adjacent an existing wetland. We caution that measures may be necessary to ensure that the stormwater pond does not impact the wetland. The pond could act as a sink and groundwater may flow toward the stormwater pond and not to the wetland. In other words, the stormwater pond could steal hydrology from the wetland resulting in wetland drainage.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Response: The ponds in the first phase of the residential development are sized to contain runoff from a 100-year event. The ponds in the second phase are sized to contain the runoff from a 25-year event, both of which are in excess of what is required by the MPCA. The ponds in the industrial development are sized for a 25-year event which is in excess of what is required by the MPCA. As an MS4 community, the City of Redwood Falls will abide by all required runoff standards during this development process.

Comment/Question: The EAW indicates a need for dewatering, dust control during construction, and water appropriation. Please provide more information on this. If more than 10,000 gallons per day or more than 1,000,000 gallons per year is needed, a DNR Water Appropriation Permit is required.

Response: Temporary dewatering is anticipated during utility installation activities. While it is not anticipated, any required permits will be requested and secured prior to reaching the dewatering threshold.

Comment/Question: The city has an active water appropriation permit—WAP No. 1954-0268. The city is permitted to use up to 250 million gallons per year (MGY). Since 2000, reported water use has been between 187 MGY and 230 MGY. The EAW states that a Water Appropriation Permit will be needed but does not provide more information. What is the projected water use for this development? Has the city considered where it will obtain water to supply the new development? Will the city be drilling one or more new wells? Is the city proposing to amend the current permit or seek a new permit? Please contact the DNR Area Hydrologist and the DNR Groundwater Hydrologist if new or expanded water appropriations is being pursued.

Response: The city will extend its current water utilities to the residential, commercial and industrial facilities. Standard water usage rates for residential and commercial facilities and light water usage for industrial facilities are anticipated. As indicated in the EAW and pending final design plans, a water storage tower will be added at a future date. The city will coordinate with the Area Hydrologist should any additional water appropriations be required.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Comment/Question: In order for any proposed development to avoid the detriments of urban sprawl and negative impacts to ecology and hydrology, we recommend the development is designed in accordance with Low Impact Development and Green Infrastructure standards. We also encourage development planning that better addresses greenhouse gases and climate change. For instance, when neighborhoods are designed to be walkable and bikeable and business are located within the neighborhood, people are more likely to reduce their carbon footprint. We encourage the city to require green building of homes and business, such as through LEED certified structures. We also recommend that wildlife friendly erosion control and invasive species best practices (see attachment) are used during construction.

Response: As final design continues, low impact development opportunities will be incorporated where reasonable. The city will follow all permit requirements and work with contractors to facilitate wildlife-friendly erosion control materials and reduce the spread of invasive species. Erosion control practices will incorporate BMPs and SWPPP requirements will be followed.

Comment/Question: The EAW mentions that sustainable practices, best management practices, and native landscaping will be used to minimize negative impacts. However, other than stormwater ponds, the EAW does not specifically identify any of these mitigations, and the development does not appear to be designed using low impact development principles. We recommend that this proposed development is carefully examined and re-designed to implement the strategies and mitigation outlined throughout this letter.

Response: Comment noted. The city will work with developers to incorporate these strategies where reasonable.

B. Minnesota Department of Transportation

Commentor: Megan M. DeSchepper, AICP – Principal Planner, District 8, MnDOT

Comment Date: September 29, 2021

Thank you for your comments regarding the Redwood Falls Southeast Development Environmental Assessment Worksheet.

Comment/Question: It appears this is a phased development from north to south, it would be MnDOT's recommendation to keep all access points on the CSAH system, with no accesses directly onto TH 67.

Response: Comment noted. As design plans continue, the city anticipates maintaining access on the CSAH system.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Comment/Question: The separation from the proposed access onto TH 67 and CSAH 1 doesn't appear to meet spacing requirements from the intersection.

Response: The city will ensure spacing requirements are incorporated into final design.

Comment/Question: Any access on TH 67 will require a change of use/access permit. A right turn lane would likely be required at the developers expense. Please work with Permit Coordinator jeff.illies@state.mn.us for any permitting.

Response: While access directly to TH 67 is not anticipated, the city will work with MnDOT to secure all required permits prior to construction.

C. Minnesota Pollution Control Agency

Commentor: Karen Kromar, Project Manager, Environmental Review Unit, Resource Management and Assistance Division, MPCA

Comment Date: October 5, 2021

Thank you for your comments regarding the Redwood Falls Southeast Development Environmental Assessment Worksheet.

Comment/Question: As stated in the EAW County Ditch (CD) 52 was found to be impaired for Aquatic Macroinvertebrates and although there is not a Total Maximum Daily Load for CD 52, dissolved oxygen, eutrophication, degraded habitat and altered hydrology were all found to be stressors to the Macroinvertebrate communities in the ditch. The adjacent CD 22 was found to be meeting both aquatic macroinvertebrates and fish which is rare in southern Minnesota. Therefore, the MPCA suggests the Project proposer implements Best Management Practices (BMPs) to prevent further degradation of the ditches during development of the areas including stormwater controls, erosion prevention and stormwater ponds designed to take the excess phosphorus out of stormwater runoff. It's important to ensure the water coming from impervious surfaces gets addressed before entering the ditch system. Total Suspended Solids was not found to be a stressor in this system and it would be good to keep it that way. For questions regarding impaired waters, please contact Bryan Spindler at 507-344-5267 or bryan.spindler@state.mn.us.

Response: Comment noted. The city will work with developers to ensure erosion control BMPs are incorporated into construction plans and follow all requirements identified in the SWPPP.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Comment/Question: The EAW indicates that subsurface water was noted as shallow as five feet during the soil boring assessment, however, there are no more details provided on borings that were conducted. More details on the findings of the geotechnical report should be provided along with an indication of the anticipated depth of the sanitary sewer and other utility construction.

Response: A copy of the geotechnical report was provided with the EAW distribution; please reference that document for additional information. Utilities could be as deep as 30-feet for sanitary sewer.

Comment/Question: The need to conduct dewatering activities to install the sanitary sewer or other utilities as a result of the shallow groundwater should be discussed.

Response: Temporary dewatering is anticipated during utility installation and a dewatering permit will be secured, if needed, prior to reaching permit thresholds.

Comment/Question: It is not clear what the wastewater design flow of the development is or will be. The housing units are specified as 69,000 gallons per day (gpd) for 230 homes but the industrial/commercial is not specified and is listed as TBD. Using the 1500 gpd/acre discussed for the 107 acres of industrial land use would equal 160,500 gpd. Therefore the total of housing and industrial/commercial could be 229,000 gpd.

Response: The typical industrial and commercial businesses in the Redwood Falls area include implement dealers, metal fabricators, agricultural and yard supply stores, etc. These industry and commercial facilities often use less than 500 gpd. The City is not interested in and not capable of handling a wet industry. Developments in rural Minnesota are typically more sprawling than other areas and have large areas of parking and single-story construction such that water use on a per acre basis is quite low. Environmental engineers recommend using 300 gpd for wastewater totaling 32,100 gpd flows. This combined with residential at 3 capita per house equals 101,100 gpd ultimate flow.

Comment/Question: The design capacity of the wastewater treatment plant (WWTP) and the actual current influent flows and projected flow increases should be discussed in more detail with regard to available treatment capacity. The Redwood Falls WWTP has a permitted Average Wet Weather Flow (AWWF) of 1.321 Million Gallons per Day (MGD). Reported flows over the past 4 years shows that they exceeded the design flow in 2018 and 2019 and are at a 4-year average of 93% of design capacity. The total from this area may exceed the design capacity of the treatment plant and that must be discussed in the EAW. Questions regarding wastewater can be directed to Dave Sahli at 651-757-2687 or david.sahli@state.mn.us.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Response: The city has a facility plan to review wastewater currently in process and has a sump pump program as part of an MPCA requirement to facilitate Inflow and Infiltration (I/I) reduction activities. The city is confident current infrastructure can handle the Phase I residential development but are messaging that is the limit until a larger WWTP is built. This development will be staged and corresponds with the I/I reduction efforts. Pending an increase in precipitation levels, the city will be required to expand its WWTP, and this is part of the reason for the facility plan. The city is aware continued growth is contingent on successful I/I reduction and this growth would be timed to match available WW capacity.

Comment/Question: The EAW states the development area is 324 acres in total. Since the Project will likely disturb 50 or more acres of land and has the ability to discharge to a water within 1 mile that has a construction-related impairment, the Stormwater Pollution Prevention Plan (SWPPP) for the Project must be submitted to the MPCA for review and approval prior to obtaining NPDES/SDS General Construction Stormwater permit (CSW Permit) coverage.

Response: Comment noted. A SWPPP and all required permits will be secured prior to beginning construction activities.

Comment/Question: Because the Project has the ability to discharge to an impaired water, the CSW Permit requires additional erosion and sediment control Best Management Practices (BMPs) not mentioned in the EAW. These include immediately stabilizing soils if any portion of the site will not be worked for 7 days or more and providing a temporary sediment pond where 5 or more acres of land drains to a common location.

Response: Comment noted. All SWPPP and permit requirements will be followed. Stormwater ponds will be sized to effectively accommodate increase in impervious surfaces.

Comment/Question: Due to the presence of wetlands on the site, at least 50 feet of existing buffers must be maintained during construction. If this is not possible to complete the construction, then redundant (double) downgradient sediment controls must be installed to protect the wetlands from sediment discharges during construction. Also, the wetlands on the site may not be utilized for management of stormwater unless they have gone through the wetland mitigation process.

Response: Comment noted. A wetland buffer will be incorporated into the final design plans.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Comment/Question: Since the Project will be phased over many years, it is important the Owner of the site maintain CSW Permit coverage at the site until all construction is complete. New owners for sold portions of the site can obtain their own CSW Permit coverage using the Subdivision Registration process as long as the existing permit remains active. CSW Permit coverage is required even if sold portions of the site are less than 1 acre in size.

Response: Comment noted. All required permits will be maintained as needed for the duration of the development and construction process.

Comment/Question: The CSW Permit requires a volume reduction method, such as infiltration, to manage stormwater from impervious areas after construction. If soils prohibit infiltration, reuse of collected stormwater can be considered. The Project proposer is also encouraged to reduce stormwater volume by reducing the amount of impervious areas such as by using pervious pavements and maximizing green space. Please direct questions regarding CSW Permit requirements to Roberta Getman at 507-206-2629 or roberta.getman@state.mn.us.

Response: Comment noted. Impervious surfaces will be reduced where reasonable and stormwater ponds will be constructed to accommodate the impervious surface increases.

9 Record of Decision

- A. The EAW, comments received on the EAW, and the responses prepared, have generated sufficient information to determine whether the proposed project has the potential for significant environmental effects.
- B. Areas where the potential for environmental effects from the project may exist have either been identified and incorporated into the EAW or will be mitigated through state and local mandatory permitting and regulatory procedures.
- C. The project will be required to meet all regulatory standards through permitting, monitoring, and mitigative measures.
- D. Based upon the criteria established in Minnesota Rule 4410.1700, subpart 7, the proposed project does not have the potential for significant environmental effects. Therefore, an Environmental Impact Statement is not required.

ATTACHMENTS

A. Agency Response Letters

- Minnesota Department of Natural Resources
- Minnesota Department of Transportation
- Minnesota Pollution Control Agency
- U.S. Army Corps of Engineers

B. City of Redwood Falls Resolution of Negative Declaration

A. Agency Comment Letters

Minnesota Department of Natural Resources



Division of Ecological & Water Resources
Region 4 (Southern Region)
21371 Highway 15 South
New Ulm, MN 56073

October 7, 2021

James Doering
Public Works Project Coordinator, City of Redwood Falls
jdoering@ci.redwood-falls.mn.us

Subject: DNR Comments on EAW for Redwood Falls Eastern Development Project

Dear James,

Thank you for the opportunity to review the Environmental Assessment Worksheet (EAW) for the Redwood Falls Eastern Development Project. Development projects such as the one proposed alter the landscape, ecology, and hydrology for the foreseeable future. As climate change and environmental degradations have come to the forefront of global and local concerns, we encourage a careful consideration of project need, alternatives, impacts, and mitigation. As such, we offer the following comments.

Project Purpose and Alternatives

The EAW ties the project purpose to community growth. [Census data](#) indicate that prior to 2000, the City's population increased. However, since 2000, population has decreased by about 10%. What population and business growth prediction information are the city using? What growth is anticipated? Has the city considered improving already developed land within the city to meet any anticipated new needs? We encourage a careful consideration of these factors.

Water Resources

County Ditch 52 is an altered portion of Crow Creek, and that public ditch does revert to a natural channel public water less than one mile downstream of the proposed development area. Both the public ditch and public water are already impaired for impacts to aquatic life and stressed by altered hydrology, as assessed by the MPCA. The EAW notes that 221 of the 324-acre development (68%) will be impermeable surface. This large amount of impermeable surface has the potential to negatively impact water quality and quantity from this acreage. Increasing the amount of water to streams accelerates downstream flooding and streambank erosion, in turn, degrading water quality. Degraded water quality harms fish and aquatic life. What is the anticipated change in runoff volume based on the change in land use/impermeable surface? We recommend that this development fully hydrologically mitigate changes in the runoff volume by adding sufficient storage, water use (evapotranspiration), and infiltration capacity within the development to prevent additional water being contributed to Crow Creek.

The project proposes to place industrial development and a stormwater pond into the existing FEMA floodplain and pursue a revision to the floodplain map. Developing flood plains is ill-advised due to environmental but also business or residential concerns. Floodplains have an important ecologic and hydrologic value and help dissipated flood waters and energy, improve water quality, and provide important habitat. Furthermore, the placement of a stormwater pond in the floodplain could lead to pollutants that have settled onto the pond bottom being washed into the stream when the pond is flooded. Homes or businesses placed in floodplains bear a larger risk of being impacted by natural disasters and experiencing financial loss due to flooding. We recommend that the floodplain is not developed and that only perennial vegetation is placed within the floodplain and used to buffer the stream. To better protect development and environment, particularly in light of climate and landscape changes where higher stream flows are likely in the future, we recommend that a wide buffer of deep-rooted, native vegetation (trees, shrubs, prairie) is placed between any development and the floodplain.

The project will need to apply for a DNR utility crossing license for any infrastructure proposed to cross a public ditch or stream. Likewise, if any impacts to the stream or ditch are possible, a DNR Public Waters Work Permit may be required.

Development of Hydric Soils and Wetlands

Roughly half of the soils within the proposed development are fully or partially hydric with drown-out spots visible on aerial imagery and many identified restorable wetlands. We encourage future developments to consider these factors as they relate to suitability of development and also as potential areas to integrate natural, open space areas.

In-place tile drainage is likely throughout the proposed development area because the area is currently farmed. The city should investigate if tile was installed under a Wetland Conservation Act exemption standard - whether the exemption was a formal decision or not. If tile was installed under such exemption, the change in land use from agriculture to urban development negates any agricultural-based exemption for wetland impacts that may have occurred. These wetlands would then need to be replaced. Please provide evidence that coordination with BWSR and the WCA authority regarding this concern is complete.

Stormwater ponds are proposed to help partly mitigate the impacts of this project, but few details are provided. Please provide more information on the stormwater ponds, including the volume and runoff depth. The EAW shows a stormwater pond adjacent an existing wetland. We caution that measures may be necessary to ensure that the stormwater pond does not impact the wetland. The pond could act as a sink and groundwater may flow toward the stormwater pond and not to the wetland. In other words, the stormwater pond could steal hydrology from the wetland resulting in wetland drainage.

Water Appropriation

The EAW indicates a need for dewatering, dust control during construction, and water appropriation. Please provide more information on this. If more than 10,000 gallons per day or more than 1,000,000 gallons per year is needed, a DNR Water Appropriation Permit is required.

The city has an active water appropriation permit—WAP No. 1954-0268. The city is permitted to use up to 250 million gallons per year (MGY). Since 2000, reported water use has been between 187 MGY and 230 MGY. The EAW states that a Water Appropriation Permit will be needed but does not provide more information. What is the projected water use for this development? Has the city considered where it will obtain water to supply the new development? Will the city be drilling one or more new wells? Is the city proposing to amend the current permit or seek a new permit? Please contact the DNR Area Hydrologist and the DNR Groundwater Hydrologist if new or expanded water appropriations is being pursued.

Impact Mitigation

In order for any proposed development to avoid the detriments of urban sprawl and negative impacts to ecology and hydrology, we recommend the development is designed in accordance with [Low Impact Development and Green Infrastructure](#) standards. We also encourage development planning that better addresses greenhouse gases and climate change. For instance, when neighborhoods are designed to be walkable and bikeable and business are located within the neighborhood, people are more likely to reduce their carbon footprint. We encourage the city to require green building of homes and business, such as through a [LEED](#) certified structures. We also recommend that wildlife friendly erosion control and invasive species best practices (see attachment) are used during construction.

The EAW mentions that sustainable practices, best management practices, and native landscaping will be used to minimize negative impacts. However, other than stormwater ponds, the EAW does not specifically identify any of these mitigations, and the development does not appear to be designed using low impact development principles. We recommend that this proposed development is carefully examined and re-designed to implement the strategies and mitigation outlined throughout this letter.

Sincerely,

Joanne Boettcher
Regional Environmental Assessment Ecologist

cc:
Anne Hall, DNR District Groundwater Hydrologist
Kyle Jarcho, DNR Area Hydrologist
Cory Netland, DNR Area Wildlife Manager
Karla Ihns, DNR Lands and Minerals
Tim Gieseke, Liz Harper, Scott Roemhildt, DNR Regional Management

Standard Erosion Control and Invasive Species Prevention Best Practices

Take precautions when working near waterbodies to prevent sedimentation and erosion:

- Erodible surfaces should not be left exposed for greater than one day. For example, work should not commence late in the week if it will be left unfinished over a weekend.
- Work should not commence if rain is predicted.
- All wheeled or tracked construction equipment should be restricted to work areas above the stream bank.
- Fill material should not be stockpiled in the floodplain.
- Backfill placed below Ordinary High Water (OHW) should consist of clean granular material free of fines, silts, soils, and mud.
- Use [Best Practices for DNR General Public Waters Work Permit GP 2004-0001: Species Protection](#). Refer to pages: 3, 11, 14, 16, 25, 33, and 34 as relevant to a particular project.
- Vegetative “grout” should be incorporated with any installed rip rap (see page 33 of above link).
- [Native species planting/seedling](#) should be used.
- DNR Public Waters Work Permit may be required. Permit requirements must be followed.

Use wildlife friendly erosion control:

- Biodegradable netting should be used, preferably natural materials with short degradation periods.
- Erosion control blankets should be limited to bio-netting or natural netting types due to the risk of entanglement and death of small animals. [2018 MnDOT Standards Specifications for Construction](#) identify acceptable materials in Category 3N or 4N mulches.
- Do not use products that require UV-light to degrade (also called “photodegradable”), as they do not degrade properly when covered/shaded.
- Do not use products containing plastic mesh netting or other plastic components.
- Do not use mulch products that contain synthetic (plastic) fiber additives near waterbodies.
- See [Wildlife Friendly Erosion Control](#) for more information.

Take active steps to prevent invasive species introduction and spread:

- Clean all equipment (including but not limited to: vehicles, clothing, and gear) at a site prior to moving to another site. All soil, aggregate material, mulch, vegetation, seeds, animals, etc. need to be removed using a hand tool, brush, compressed air, pressure washer, or otherwise.
- If equipment is not cleaned before arriving to a work site, then clean the equipment in the parking or staging area, ensuring no material is deposited at the new site. Material cleaned from equipment should be disposed of legally.
- All equipment (including but not limited to: waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps) used for work in an “infested water” must be adequately decontaminated. See [Watercraft Decontamination Manual](#) for more information.
- See [Come Clean, Leave Clean](#) for more detailed guidance. This guidance is required for those working on DNR lands as part of grant or contract or are working under a permit, your grant, contract, or permit.

Referenced Links

https://files.dnr.state.mn.us/waters/watermgmt_section/pwpermits/gp_2004_0001_chapter1.pdf

<https://bwsr.state.mn.us/seed-mixes>

<https://files.dnr.state.mn.us/eco/nongame/wildlife-friendly-erosion-control.pdf>

<http://www.dot.state.mn.us/pre-letting/spec/2018/2018-spec-book-final.pdf>

<https://www.dnr.state.mn.us/invasives/dnrlands.html>

<https://www.dnr.state.mn.us/invasives/dnrlands.html>

https://files.dnr.state.mn.us/natural_resources/invasives/mndnr_ais_decontamination_handbook.pdf

Minnesota Department of Transportation

From: [Jim Doering](#)
To: [DeSchepper, Megan \(DOT\)](#)
Cc: [Owen Todd](#); [Shane Traulich](#); [Angie Smith](#)
Subject: RE: Redwood Falls EAW Comments
Date: Wednesday, September 29, 2021 10:14:30 AM
Attachments: [image002.jpg](#)
[image003.png](#)

Megan,

Thanks for your comments. I have CC'd folks at Bolton & Menk Inc. our appointed City Engineers for a response.

JD

James Doering
Public Works Project Coordinator
City of Redwood Falls
333 S. Washington St., PO Box 526
Redwood Falls, MN 56283
507-616-7400 voice; 507-637-2417 fax
507-430-5904 cell

No Department email.jpg 2



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From: DeSchepper, Megan (DOT) <megan.deschepper@state.mn.us>
Sent: Wednesday, September 29, 2021 8:45 AM
To: Jim Doering <Jdoering@ci.redwood-falls.mn.us>
Subject: Redwood Falls EAW Comments

Hi Jim,

MnDOT District 8 has received and reviewed the Redwood Falls Southeast Development EAW Agency Review and has the following comments:

- It appears this is a phased development from north to south, it would be MnDOT's recommendation to keep all access points on the CSAH system, with no accesses directly onto TH 67.
- The separation from the proposed access onto TH 67 and CSAH 1 doesn't appear to meet

REDWOOD FALLS SOUTHEAST DEVELOPMENT

spacing requirements from the intersection.

- Any access on TH 67 will require a change of use/access permit. A right turn lane would likely be required at the developers expense. Please work with Permit Coordinator jeff.illies@state.mn.us for any permitting.

Please let me know if you have any questions/concerns. Thank you for the opportunity to review and comment on the proposed development.

Megan M. DeSchepper, AICP- Principal Planner
MnDOT District 8, Willmar
2505 Transportation Road
Willmar, MN 56201

Office Phone: 320-214-6414



Minnesota Pollution Control Agency



520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

October 5, 2021

James Doering
Public Works Project Coordinator
333 South Washington Street
PO Box 526
Redwood Falls, MN 56283

RE: Redwood Falls Southeast Development Project Environmental Assessment Worksheet

Dear James Doering:

Thank you for the opportunity to review and comment on the Environmental Assessment Worksheet (EAW) for the Redwood Falls Southeast Development project (Project) in the City of Redwood Falls, Redwood County, Minnesota. The Project consists of a 208 acre mixed use development. Regarding matters for which the Minnesota Pollution Control Agency (MPCA) has regulatory responsibility or other interests, the MPCA staff has the following comments for your consideration.

Water Resources (Item 11)

Surface Water

As stated in the EAW County Ditch (CD) 52 was found to be impaired for Aquatic Macroinvertebrates and although there is not a Total Maximum Daily Load for CD 52, dissolved oxygen, eutrophication, degraded habitat and altered hydrology were all found to be stressors to the Macroinvertebrate communities in the ditch. The adjacent CD 22 was found to be meeting both aquatic macroinvertebrates and fish which is rare in southern Minnesota. Therefore, the MPCA suggests the Project proposer implements Best Management Practices (BMPs) to prevent further degradation of the ditches during development of the areas including stormwater controls, erosion prevention and stormwater ponds designed to take the excess phosphorus out of stormwater runoff. It's important to ensure the water coming from impervious surfaces gets addressed before entering the ditch system. Total Suspended Solids was not found to be a stressor in this system and it would be good to keep it that way. For questions regarding impaired waters, please contact Bryan Spindler at 507-344-5267 or bryan.spindler@state.mn.us.

Groundwater

- The EAW indicates that subsurface water was noted as shallow as five feet during the soil boring assessment, however, there are no more details provided on borings that were conducted. More details on the findings of the geotechnical report should be provided along with an indication of the anticipated depth of the sanitary sewer and other utility construction.
- The need to conduct dewatering activities to install the sanitary sewer or other utilities as a result of the shallow groundwater should be discussed.

James Doering
Page 2
October 5, 2021

Wastewater

- It is not clear what the wastewater design flow of the development is or will be. The housing units are specified as 69,000 gallons per day (gpd) for 230 homes but the industrial/commercial is not specified and is listed as TBD. Using the 1500 gpd/acre discussed for the 107 acres of industrial land use would equal 160,500 gpd. Therefore the total of housing and industrial/commercial could be 229,000 gpd.
- The design capacity of the wastewater treatment plant (WWTP) and the actual current influent flows and projected flow increases should be discussed in more detail with regard to available treatment capacity. The Redwood Falls WWTP has a permitted Average Wet Weather Flow (AWWF) of 1.321 Million Gallons per Day (MGD). Reported flows over the past 4 years shows that they exceeded the design flow in 2018 and 2019 and are at a 4 year average of 93% of design capacity. The total from this area may exceed the design capacity of the treatment plant and that must be discussed in the EAW. Questions regarding wastewater can be directed to Dave Sahli at 651-757-2687 or david.sahli@state.mn.us.

Stormwater

- The EAW states the development area is 324 acres in total. Since the Project will likely disturb 50 or more acres of land and has the ability to discharge to a water within 1 mile that has a construction-related impairment, the Stormwater Pollution Prevention Plan (SWPPP) for the Project must be submitted to the MPCA for review and approval prior to obtaining NPDES/SDS General Construction Stormwater permit (CSW Permit) coverage.
- Because the Project has the ability to discharge to an impaired water, the CSW Permit requires additional erosion and sediment control Best Management Practices (BMPs) not mentioned in the EAW. These include immediately stabilizing soils if any portion of the site will not be worked for 7 days or more and providing a temporary sediment pond where 5 or more acres of land drains to a common location.
- Due to the presence of wetlands on the site, at least 50 feet of existing buffers must be maintained during construction. If this is not possible to complete the construction, then redundant (double) downgradient sediment controls must be installed to protect the wetlands from sediment discharges during construction. Also the wetlands on the site may not be utilized for management of stormwater unless they have gone through the wetland mitigation process.
- Since the Project will be phased over many years, it is important the Owner of the site maintain CSW Permit coverage at the site until all construction is complete. New owners for sold portions of the site can obtain their own CSW Permit coverage using the Subdivision Registration process as long as the existing permit remains active. CSW Permit coverage is required even if sold portions of the site are less than 1 acre in size.
- The CSW Permit requires a volume reduction method, such as infiltration, to manage stormwater from impervious areas after construction. If soils prohibit infiltration, reuse of collected stormwater can be considered. The Project proposer is also encouraged to reduce stormwater volume by reducing the amount of impervious areas such as by using pervious pavements and maximizing green space. Please direct questions regarding CSW Permit requirements to Roberta Getman at 507-206-2629 or roberta.getman@state.mn.us.

James Doering
Page 3
October 5, 2021

We appreciate the opportunity to review this Project. Please provide your specific responses to our comments and notice of decision on the need for an Environmental Impact Statement. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit action(s) by the MPCA.

Ultimately, it is the responsibility of the Project proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this EAW, please contact me by email at karen.kromar@state.mn.us or by telephone at 651-757-2508.

Sincerely,

Karen Kromar

This document has been electronically signed.

Karen Kromar
Project Manager
Environmental Review Unit
Resource Management and Assistance Division

KK/BS/DS/RG:vs

cc: Dan Card, MPCA, St. Paul
Bryan Spindler, MPCA, Mankato
Dave Sahli, MPCA, St. Paul
Roberta Getman, MPCA, Rochester
Randy Hukriede, MPCA, Marshall

U.S. Army Corps of Engineers

From: [Angie Smith](#)
To: [Jim Doering](#); [Brown, Meghan J CIV USARMY CEMVP \(USA\)](#)
Cc: [Owen Todd](#)
Subject: RE: Redwood Falls Development MVP-2020-01882-MJB
Date: Wednesday, October 6, 2021 8:27:00 AM
Attachments: [image002.png](#)
[image003.jpg](#)

Good morning!

Due to the newly revised federal rules and with adjacent public ditches, we wanted to provide USACE an opportunity to comment on the proposed development. Should the AJD provide all necessary information from USACE's perspective, we have no issues or concerns withdrawing this review request.

Best,
Angie

Angie Smith
Senior Environmental Planner
Bolton & Menk, Inc.
7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303
Office: 763-433-2851 x3693
Mobile: 612-400-5540
[Bolton-Menk.com](#)



From: Jim Doering <Jdoering@ci.redwood-falls.mn.us>
Sent: Friday, October 1, 2021 7:54 AM
To: Brown, Meghan J CIV USARMY CEMVP (USA) <Meghan.J.Brown@usace.army.mil>
Cc: Owen Todd <Owen.Todd@bolton-menk.com>; Angie Smith <Angie.Smith@bolton-menk.com>
Subject: RE: Redwood Falls Development MVP-2020-01882-MJB

Thank you for the review and reply, I am forwarding your question to our appointed City Engineer who will provide an answer to your question.

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Thanks,

JD

James Doering
Public Works Project Coordinator
City of Redwood Falls
333 S. Washington St., PO Box 526
Redwood Falls, MN 56283
507-616-7400 voice; 507-637-2417 fax
507-430-5904 cell

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From: Brown, Meghan J CIV USARMY CEMVP (USA) <[Meghan.J.Brown@usace.army.mil](mailto: Meghan.J.Brown@usace.army.mil)>
Sent: Thursday, September 30, 2021 5:15 PM
To: Jim Doering <[jdoering@ci.redwood-falls.mn.us](mailto: jdoering@ci.redwood-falls.mn.us)>
Subject: Redwood Falls Development MVP-2020-01882-MJB

James,

We received an EAW regarding the proposal in the subject line, where development is proposed within two parcels. I see we provided an Approved Jurisdiction Determination (AJD) regarding the waterbodies on-site so it appears we do not have jurisdiction over the wetlands. If impacts are proposed to waters outside of those two wetlands, please let me know. Otherwise, are you ok withdrawing your application for the Corps review since we provided you the AJD previously?

Please let me know if you have any questions.

Respectfully,
Meghan Brown (she/her/hers)
USACE Regulatory Project Manager
(651) 290-5688

1114 South Oak Street, La Crescent, Minnesota 55947-1560

REDWOOD FALLS SOUTHEAST DEVELOPMENT

Information on Corps of Engineers Regulatory Program status during the COVID-19 pandemic can be found at: <https://www.mvp.usace.army.mil/missions/regulatory>

Please use usace_requests_mn@usace.army.mil for new requests for action (pre-application consultations, permit applications, requests for delineation concurrences, requests for jurisdictional determinations, and mitigation bank proposals). Please include the county name in the subject line (e.g. Washington County).

B. City of Redwood Falls Resolution of Negative Declaration

RESOLUTION NO. 59 OF 2021

RESOLUTION ISSUING A NEGATIVE DECLARATION OF NEED FOR AN ENVIRONMENTAL IMPACT STATEMENT FOR REDWOOD FALLS SOUTHEAST DEVELOPMENT

WHEREAS, the City of Redwood Falls, hereinafter referred to as “City,” is proposing to develop 324 acres southeast of the city; and

WHEREAS, under the State of Minnesota Rules 4410.4300, Subpart 36, combined residential, commercial and industrial development of this size is required to have an Environmental Assessment Worksheet (EAW) prepared; and

WHEREAS, for the purposes of conducting the EAW, the City is the Responsible Governmental Unit (“RGU”); and

WHEREAS, the Minnesota Rules Chapter 4410.1500 requires the RGU to prepare a draft EAW document and distribute it to various governmental agencies and the general public; and

WHEREAS, in accordance with Minnesota Rules Chapter 4410, the City has completed the public comment period for the Southeast Development and,

WHEREAS, the mandatory EAW was sent to the following agencies for review and comment:

Board of Water and Soil Resources
Environmental Quality Board
Indian Affairs Council
Minnesota Department of Agriculture
Minnesota Department of Commerce
Minnesota Department of Health
Minnesota Department of Natural Resources
Minnesota Department of Transportation
Minnesota Environmental Quality Board
Minnesota Pollution Control Agency
Minnesota State Archaeologist
Southwest Regional Development Council
State Historic Preservation Office
Redwood County
U.S. Army Corps of Engineers
U.S. Environmental Protection Agency
U.S. Fish & Wildlife Service

REDWOOD FALLS SOUTHEAST DEVELOPMENT

WHEREAS, a notice of the mandatory EAW was published in the EQB Monitor on September 7, 2021, and copies of the document were placed in the City's administration center and the Region Eight Marshall-Lyon County Library, and,

WHEREAS, the deadline for comments on the EAW was open through October 7, 2021, and,

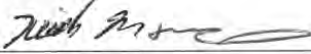
WHEREAS, based upon the written comments received, the City has prepared written responses and found there is no potential for significant environmental impacts as a result of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD FALLS, REDWOOD COUNTY, STATE OF MINNESOTA, as follows:


1. That the City in its capacity as the RGU, makes a negative declaration for the preparation of an Environmental Impact Statement (EIS) for the Southeast Development.
2. The City shall prepare and cause to be distributed the Notice of Decision as required in Minnesota Rules Chapter 4410.1700, Subpart 5.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 2nd day of November 2021.

ATTEST:

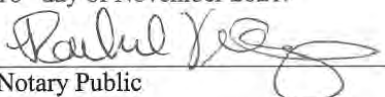


Keith Muetzel
City Administrator

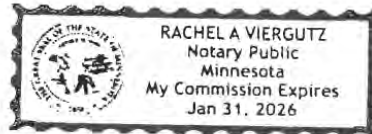


Tom Quackenbush
Mayor

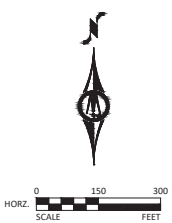
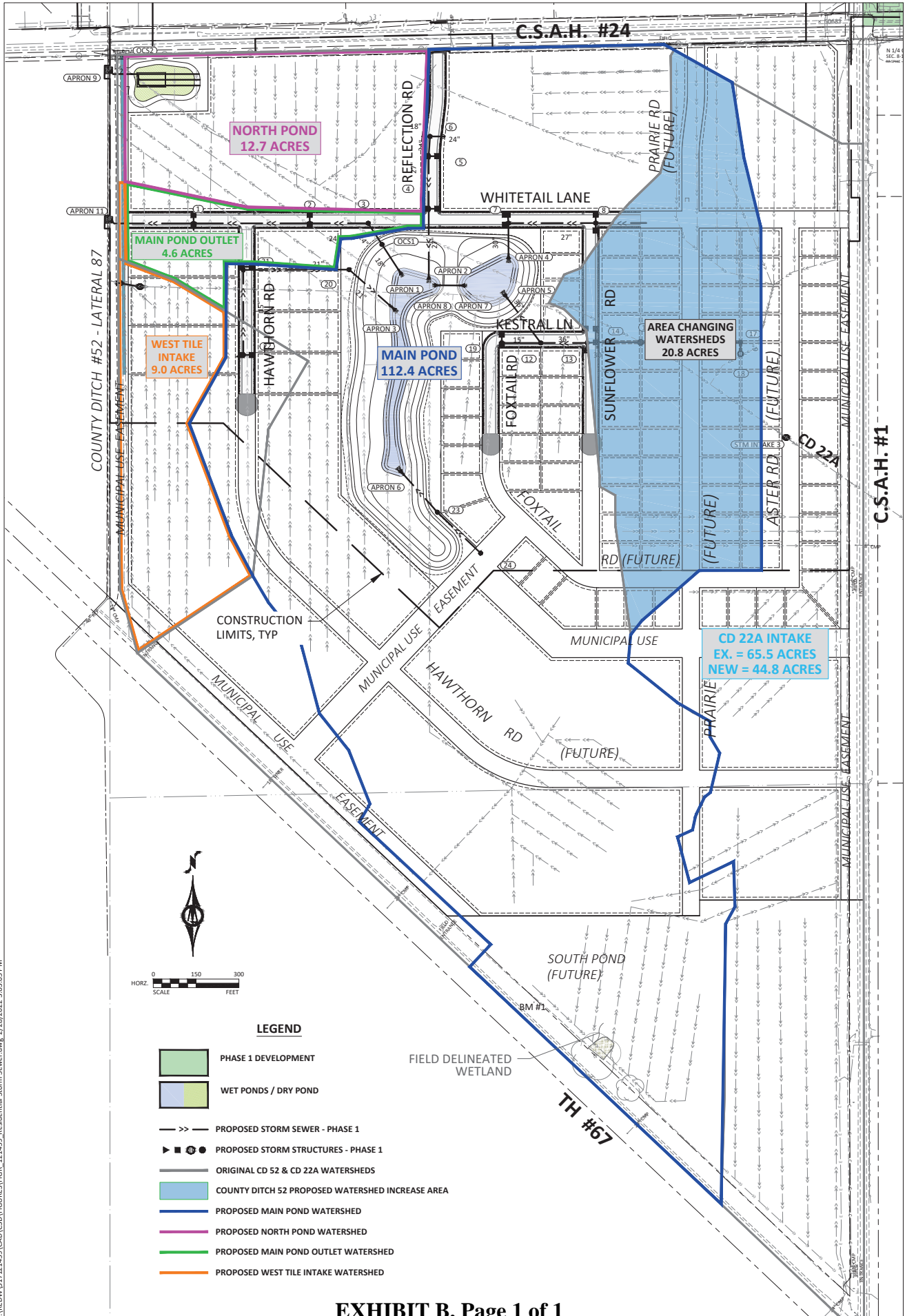
(City Seal)

Subscribed and sworn to before me this
16th day of November 2021.


Notary Public

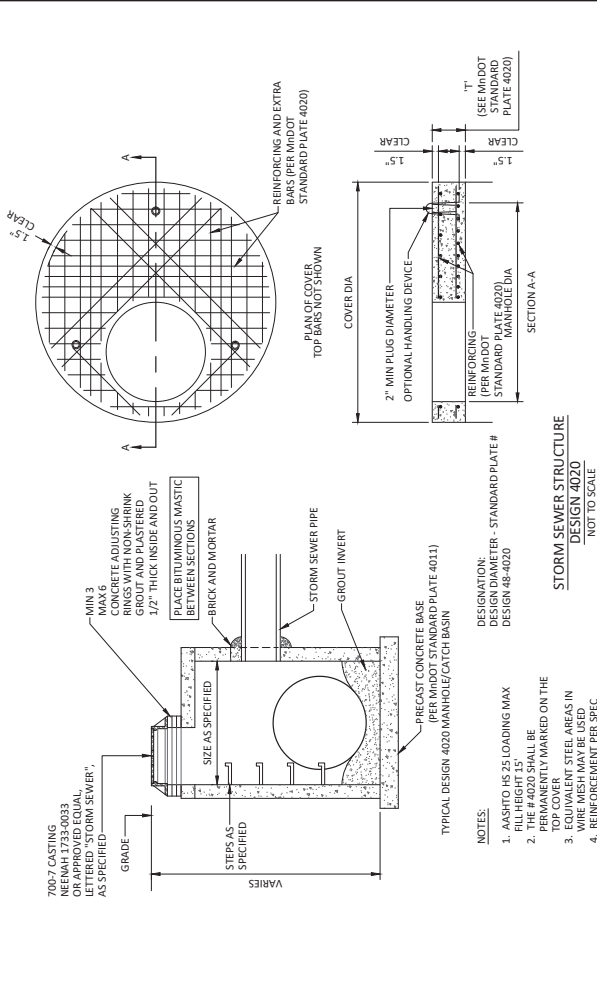


RESOLUTION NO. 59 OF 2021
Page 2 of 2



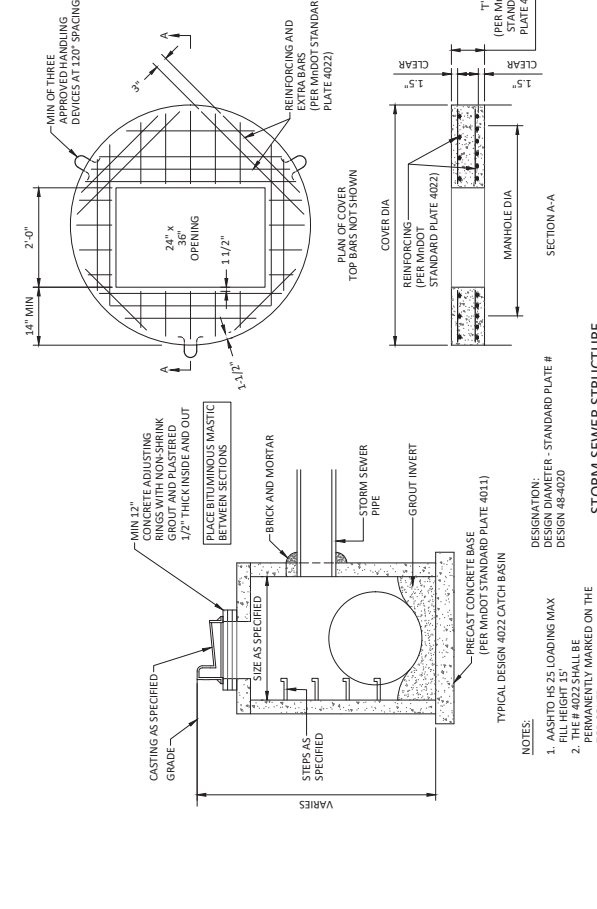
- LEGEND**
- PHASE 1 DEVELOPMENT
 - WET PONDS / DRY POND
 - PROPOSED STORM SEWER - PHASE 1
 - PROPOSED STORM STRUCTURES - PHASE 1
 - ORIGINAL CD 52 & CD 22A WATERSHEDS
 - COUNTY DITCH 52 PROPOSED WATERSHED INCREASE AREA
 - PROPOSED MAIN POND WATERSHED
 - PROPOSED NORTH POND WATERSHED
 - PROPOSED MAIN POND OUTLET WATERSHED
 - PROPOSED WEST TILE INTAKE WATERSHED

H:\REDWOOD\17214591\CAD\CADD\FIGURES\PIER_1214591_Residential_Storm_Sewer.dwg, 2/28/2022 3:05:05 PM



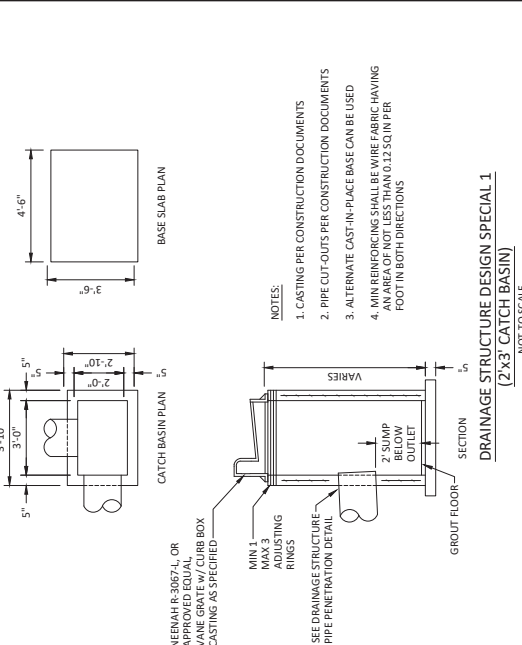
STORM SEWER STRUCTURE DESIGN 4020
NOT TO SCALE

- NOTES:**
1. ASHTO HS 25 LOADING MAX FILL HEIGHT 15'
 2. THE # 4020 SHALL BE PERMANENTLY MARKED ON THE TOP COVER
 3. FOR ALL STEEL AREAS IN CONCRETE, WIRE MESH MAY BE USED
 4. REINFORCEMENT PER SPEC 3301, GRADE 60 A SINGLE HOOP OF #8@ STEEL WIRE

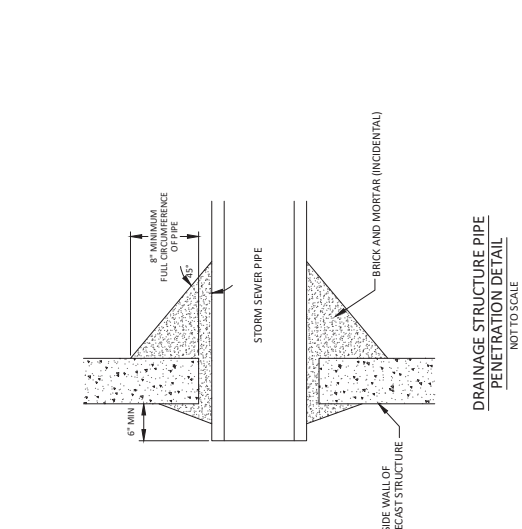


STORM SEWER STRUCTURE DESIGN 4022
NOT TO SCALE

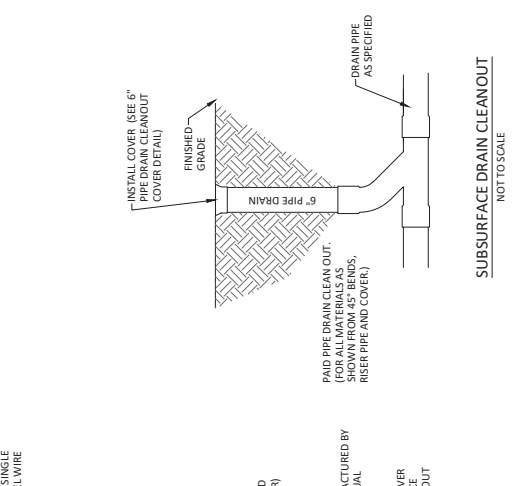
- NOTES:**
1. ASHTO HS 25 LOADING MAX FILL HEIGHT 15'
 2. THE # 4022 SHALL BE PERMANENTLY MARKED ON THE TOP COVER
 3. FOR ALL STEEL AREAS IN CONCRETE, WIRE MESH MAY BE USED
 4. REINFORCEMENT PER SPEC 3301, GRADE 60 A SINGLE HOOP OF #8@ STEEL WIRE



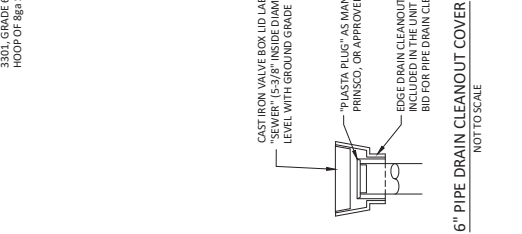
DRAINAGE STRUCTURE DESIGN SPECIAL 1
(2'x3' CATCH BASIN)
NOT TO SCALE



DRAINAGE STRUCTURE PIPE PENETRATION DETAIL
NOT TO SCALE



SUBSURFACE DRAIN CLEANOUT
NOT TO SCALE



6" PIPE DRAIN CLEANOUT COVER
NOT TO SCALE

SHEET **1.11**

CITY OF REDWOOD FALLS, MINNESOTA
REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE 1 IMPROVEMENTS

PROJECT NO. 17-03
DATE: 12/2023

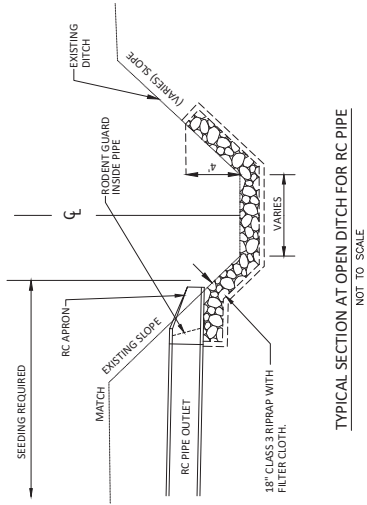
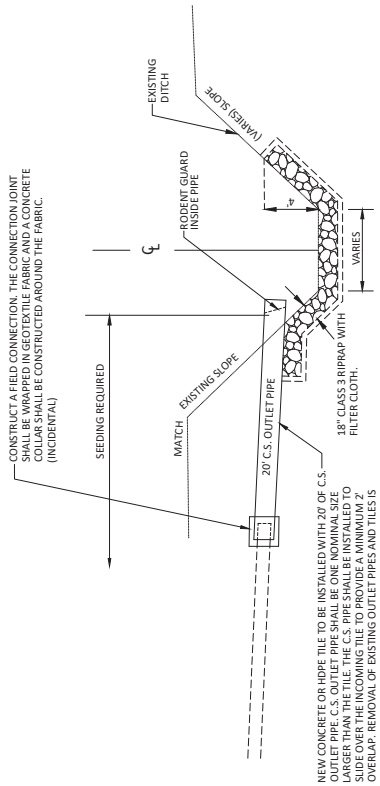
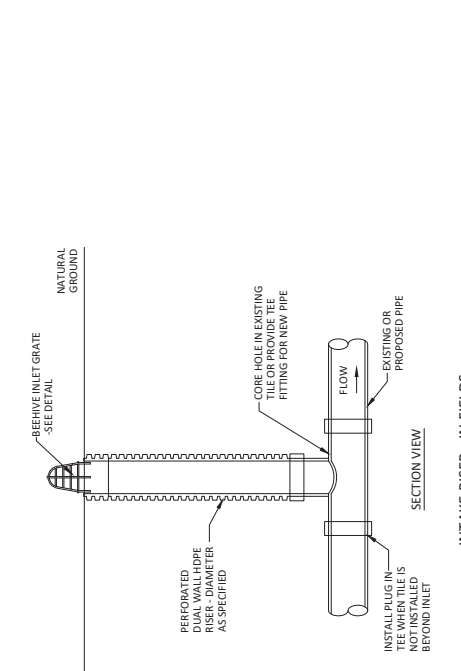
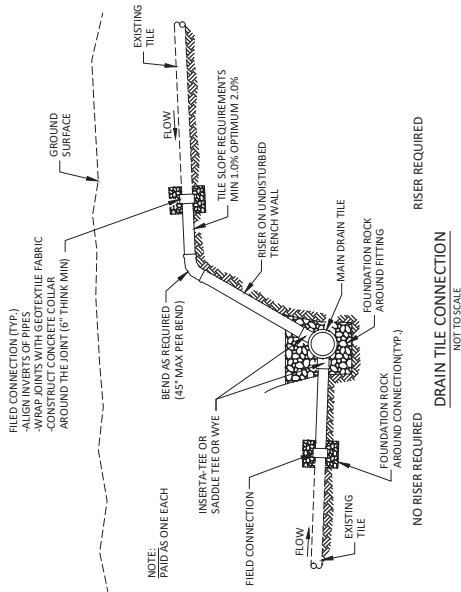
DATE	BY	DESCRIPTION

DESIGNED BY: **BOLTON & MENK**
PROJECT MANAGER: **OWEN J. TODD**
PHONE: 218.837.2171

City of Redwood Falls
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56885
Email: sheryle@boltonmenk.com
www.boltonmenk.com

BOLTON & MENK

Storm Sewer Details



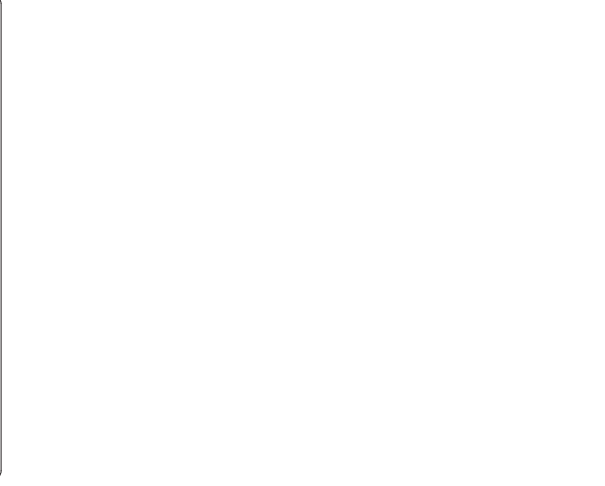
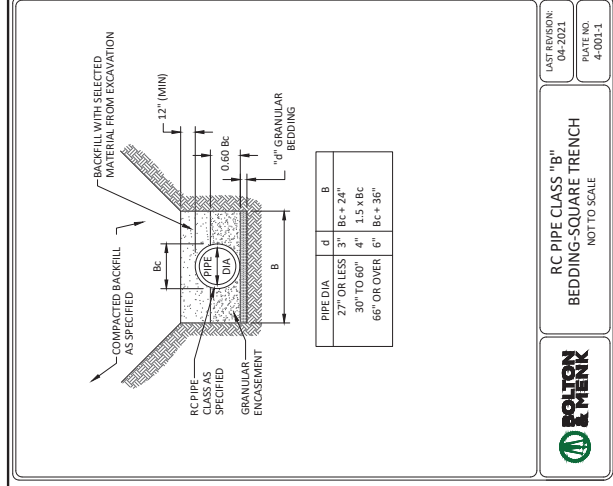
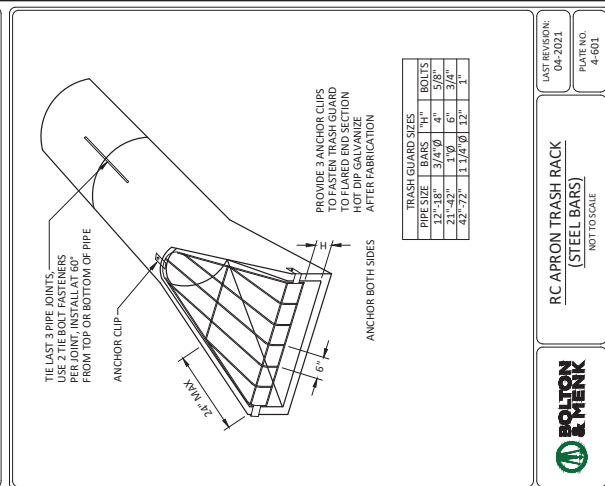
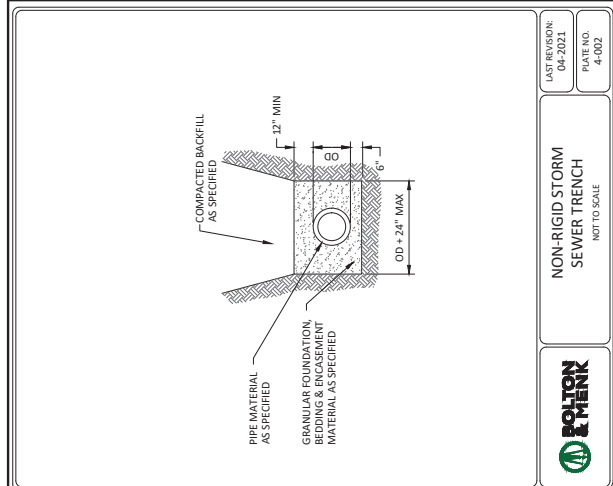
DATE	BY	CHKD	APP'D

OWNER: CITY OF REDWOOD FALLS, MINNESOTA
PROJECT: REFLECTION PRAIRIE ADDITION AND REFLECTION RIDGE BUSINESS PARK - PHASE 1 IMPROVEMENTS
DRAWN BY: SHERYLE K. BOBOL
CHECKED BY: SHERYLE K. BOBOL
DATE: 07/24/23

BOLTON & MENK
1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Email: Sherlyle.K.Bobol@boltonmenk.com
www.boltonmenk.com

OWEN J. TODD, P.E.
LIC. NO. 247351





LAST REVISION: 04-2021
PLATE NO. 4-002

BOLTON & MENK

NON-RIGID STORM SEWER TRENCH
NOT TO SCALE

LAST REVISION: 04-2021
PLATE NO. 4-601

BOLTON & MENK

RC APRON TRASH RACK (STEEL BARS)
NOT TO SCALE

CITY OF REDWOOD FALLS, MINNESOTA

REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE I IMPROVEMENTS

SHEET **1.13**

STORM SEWER STANDARD PLATES

LAST REVISION: 04-2021
PLATE NO. 4-001-1

BOLTON & MENK

RC PIPE CLASS "18"
BEDDING-SQUARE TRENCH
NOT TO SCALE

LAST REVISION: 04-2021
PLATE NO. 4-601

BOLTON & MENK

RC APRON TRASH RACK (STEEL BARS)
NOT TO SCALE

CITY OF REDWOOD FALLS, MINNESOTA

REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE I IMPROVEMENTS

SHEET **1.13**

STORM SEWER STANDARD PLATES

LAST REVISION: 04-2021
PLATE NO. 4-001-1

BOLTON & MENK

RC PIPE CLASS "18"
BEDDING-SQUARE TRENCH
NOT TO SCALE

LAST REVISION: 04-2021
PLATE NO. 4-601

BOLTON & MENK

RC APRON TRASH RACK (STEEL BARS)
NOT TO SCALE

CITY OF REDWOOD FALLS, MINNESOTA

REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE I IMPROVEMENTS

SHEET **1.13**

STORM SEWER STANDARD PLATES

LAST REVISION: 04-2021
PLATE NO. 4-001-1

BOLTON & MENK

RC PIPE CLASS "18"
BEDDING-SQUARE TRENCH
NOT TO SCALE

LAST REVISION: 04-2021
PLATE NO. 4-601

BOLTON & MENK

RC APRON TRASH RACK (STEEL BARS)
NOT TO SCALE

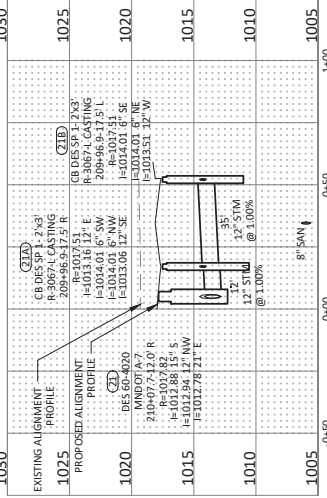
CITY OF REDWOOD FALLS, MINNESOTA

REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE I IMPROVEMENTS

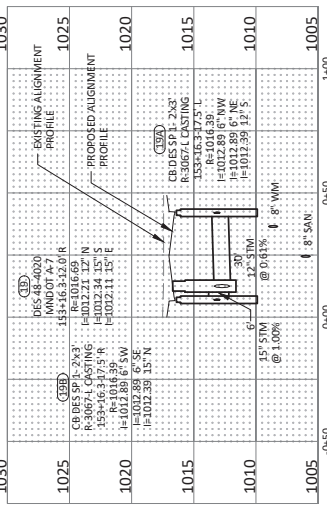
SHEET **1.13**

STORM SEWER STANDARD PLATES

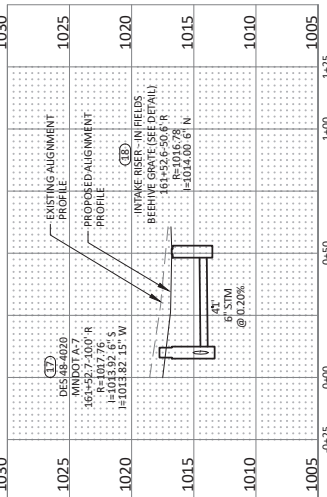
HAWTHORN ROAD
(SOUTH OF WHITETAIL LANE)



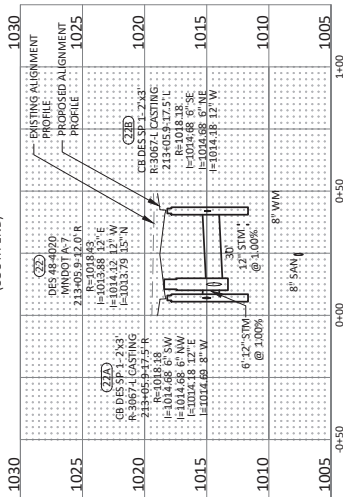
KESTRAL LANE & FOXTAIL ROAD



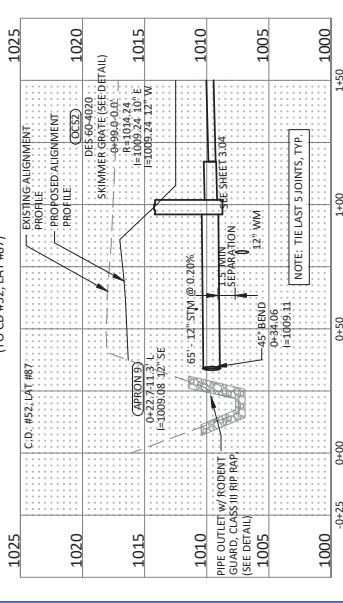
DRAINAGE & UTILITY EASEMENT
(BETWEEN PRAIRIE ROAD & ASTER ROAD, EAST OF KESTRAL LANE)



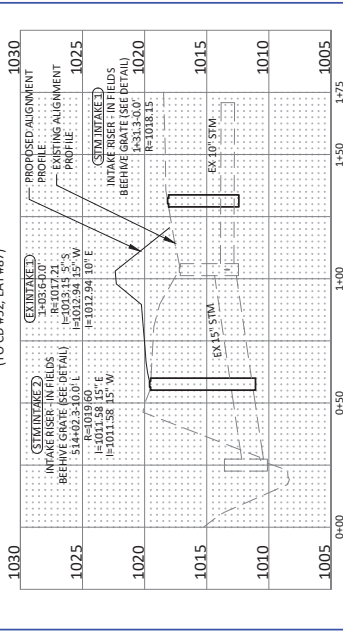
HAWTHORN ROAD
(SOUTH END)



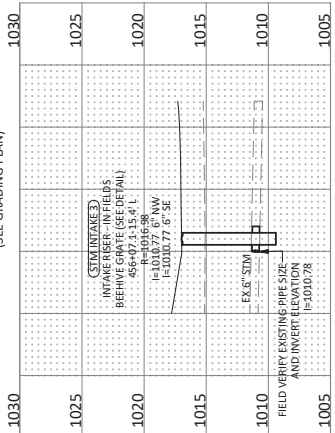
NORTH POND OUTLET
(TO CD #52, LAT #87)



WEST TRAIL - EXIST TILE OUTLET - INTAKE 1
(TO CD #52, LAT #87)



FUTURE ASTER ROAD LOW POINT
(SEE GRADING PLAN)



NOTE:
STATIONS AND OFFSETS SHOWN HERE ARE TO THE CENTER OF THE
STATION. ALL STRUCTURES SHOWN HERE ARE TO BE LOCATED AT
THE CENTER OF ALL CATCH BASIN STRUCTURES SO THE COVER
OPENINGS MATCH THE PROPOSED CURB & GUTTER.

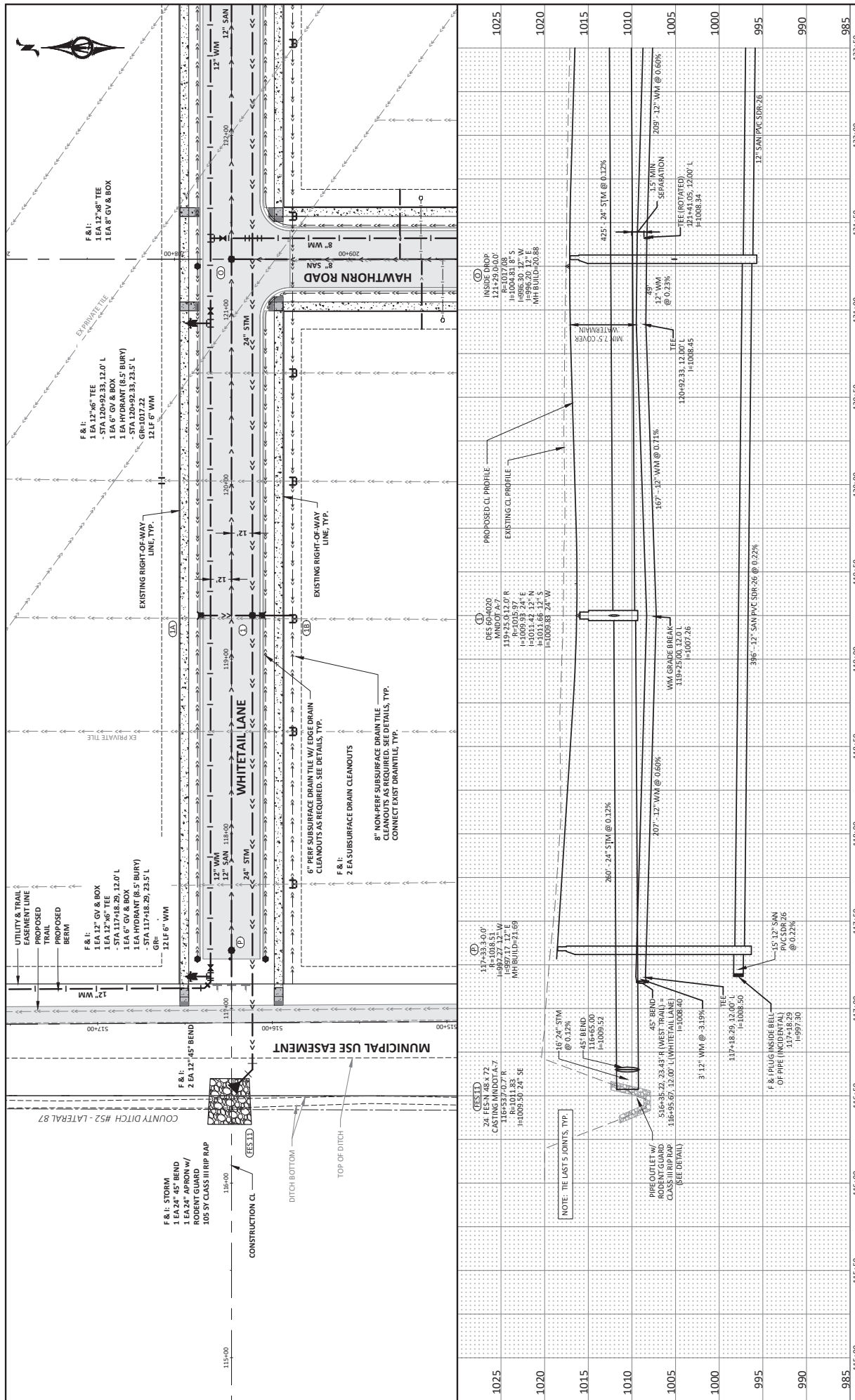
BOLTON & MENK

1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: 507.251.2475
Email: sheryls@boltonmenk.com
www.boltonmenk.com

OWENI TODD, P.E.
DATE: 02/25/2022

CITY OF REDWOOD FALLS, MINNESOTA
REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE 1 IMPROVEMENTS
STORM SEWER CATCH BASIN PROFILES
REFLECTION PRAIRIE ADDITION - CATCH BASIN LEADS

SHEET 10.04



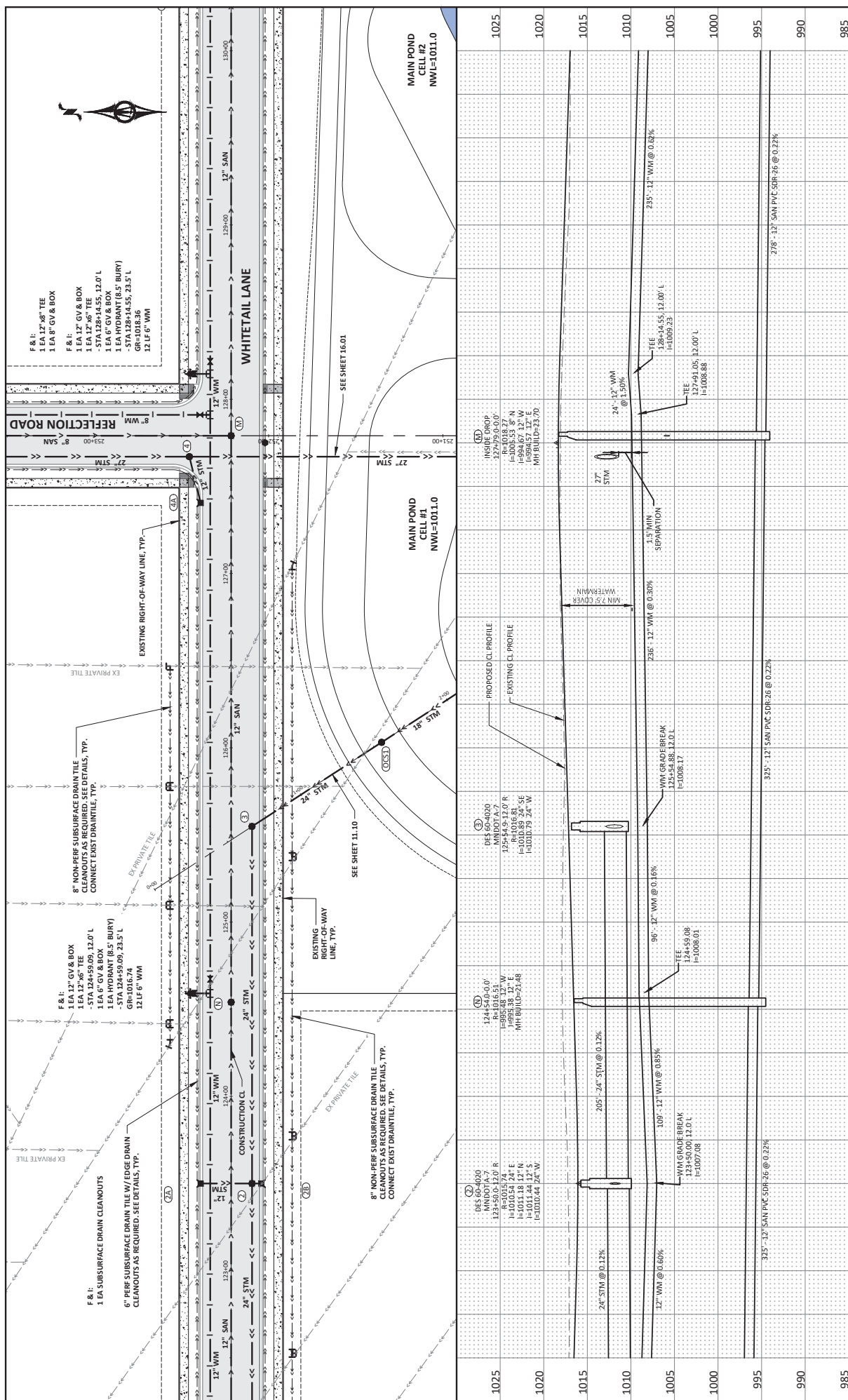
STATION	PROPOSED CL PROFILE	EXISTING CL PROFILE	VERTICAL CURVE DATA	PIPE TYPE & SLOPE	CONNECTIONS
1025	INSIDE DROP: 121.75 @ 0.00'			12" SAN @ 0.12%	DES 604020 MINDOT A-7
1020				12" SAN @ 0.12%	119-25.00 12.0' R 119-25.00 24' E 119-25.00 12.0' N 119-25.00 24' W
1015				12" SAN @ 0.12%	
1010				12" SAN @ 0.12%	
1005				12" SAN @ 0.12%	
1000				12" SAN @ 0.12%	
995				12" SAN @ 0.12%	
990				12" SAN @ 0.12%	
985				12" SAN @ 0.12%	

Scale:
 HORIZ SCALE: 1" = 25' FEET
 VERT SCALE: 1" = 5' FEET

City of Redwood Falls
 CITY OF REDWOOD FALLS, MINNESOTA
 REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE I IMPROVEMENTS
 UTILITY PLAN AND PROFILE - WHITETAIL LANE
 STA 115+00 - STA 122+50

BOLTON & MENK
 1243 CEDAR STREET NE
 SLEEPY EYE, MINNESOTA 56085
 Email: sheryls@boltonmenk.com
 www.boltonmenk.com

DATE: 01/27/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]



1025	1020	1015	1010	1005	1000	995	990	985
124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W	124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W	124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W	124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W	124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W	124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W	124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W	124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W	124-54.0-0' MWDOT A-7 I=101.51 I=101.54 24" E I=101.18 12" N I=101.44 12" S I=103.04 24" W

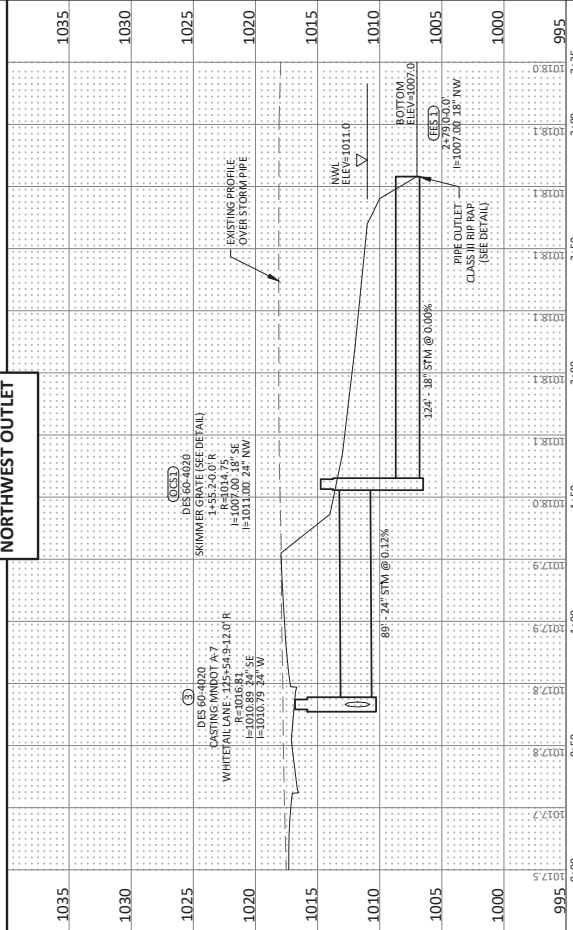
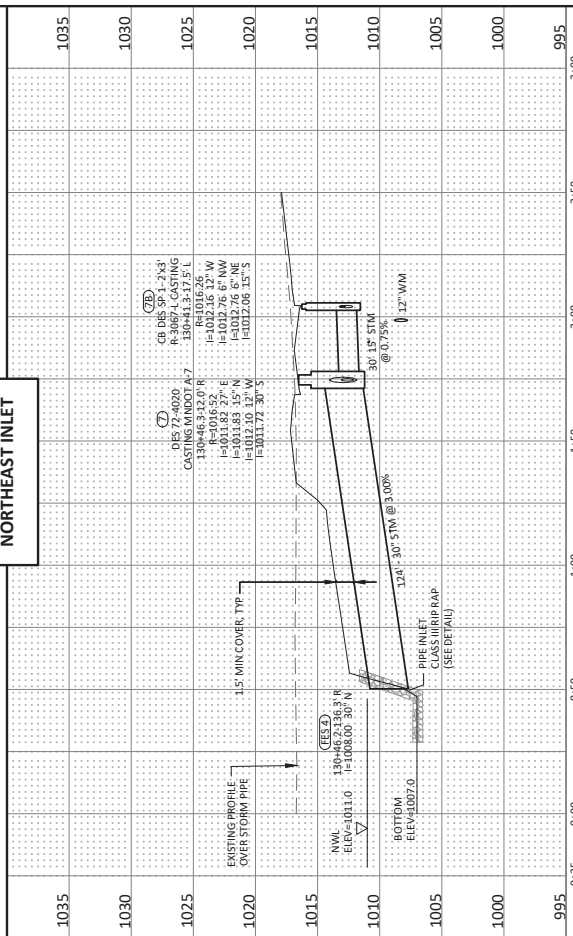
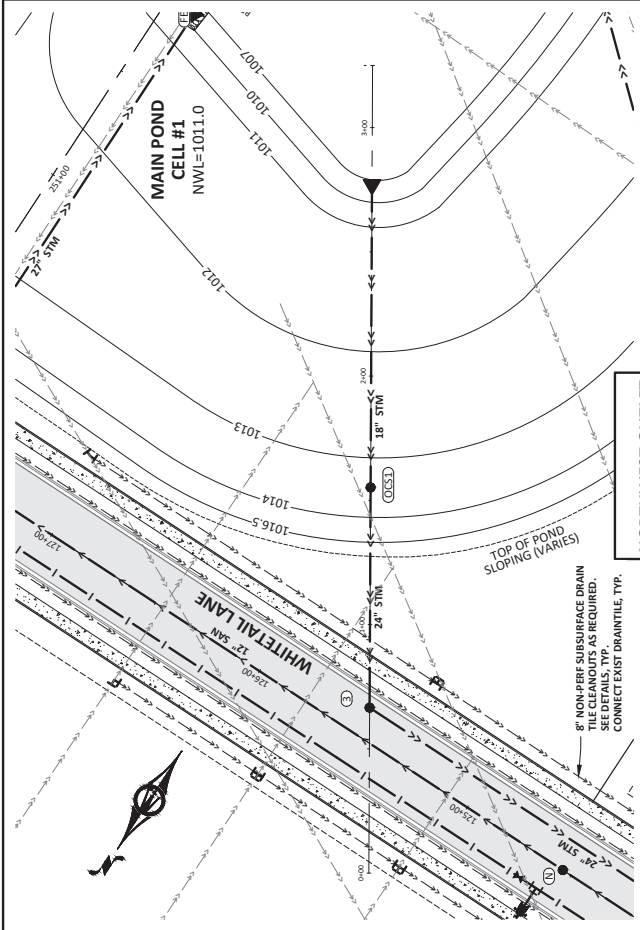
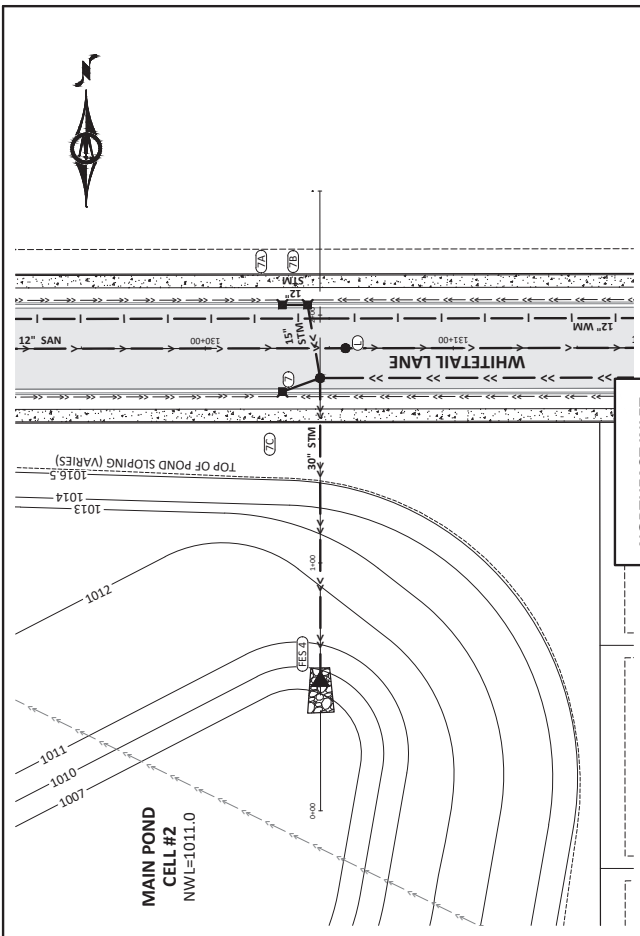
HORIZONTAL SCALE: 1" = 50'

 VERTICAL SCALE: 1" = 10'

CITY OF REDWOOD FALLS, MINNESOTA
 REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE I IMPROVEMENTS
 UTILITY PLAN AND PROFILE - WHITETAIL LANE
 STA 122+50 - STA 130+00

1243 CEDAR STREET NE
 SLEEPY EYE, MINNESOTA 56085
 Email: sheryle@boltonmenk.com
 www.boltonmenk.com

SHEET 11.04
 DATE: 11/24/18



City of Redwood Falls

1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Email: sheryls@bolton-menk.com
www.bolton-menk.com

OWENI TODD, P.E.
LIC. NO. 24751

BOLTON & MENK

PROJECT NO. 215715-01

DATE: 08/21/2023

PROJECT: CITY OF REDWOOD FALLS, MINNESOTA
REFLECTION PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE I IMPROVEMENTS

UTILITY PLAN AND PROFILE - WHITETAIL LANE
MAIN POND OUTLET AND NE POND INLET

SHEET
11.10

DATE: 08/21/2023

September 13, 2021

James Doering
City of Redwood Falls
PO Box 526
Redwood Falls, MN 56283-0526

RE: Issuance of Coverage under the Small Municipal Separate Storm Sewer Systems General Permit MNR040000 for City of Redwood Falls MS4

Dear James Doering:

In accordance with Minn. R. 7001.0140, the Minnesota Pollution Control Agency (MPCA) is issuing coverage under the Small Municipal Separate Storm Sewer System (MS4) General Permit MNR040000 (MS4 General Permit) to the City of Redwood Falls MS4, effective September 13, 2021. Enclosed is your official Notice of Coverage, which includes the above referenced MS4 General Permit requirements.

Our final decision to issue permit coverage was based on the following:

- You submitted a complete application; and
- No applicable comments were received or all applicable comments received have been addressed.

If you were covered under the August 1, 2013, MS4 General Permit, coverage under that permit is immediately terminated as of the date on this letter.

You must:

- Comply with the requirements of the MS4 General Permit and your Stormwater Pollution Prevention Program (SWPPP) Document;
- Meet the new requirements in the MS4 General Permit within 12 months of the date of receiving permit coverage;
- Retain your SWPPP Document and all records pertinent to it for at least three (3) years beyond the term of the MS4 General Permit;
- Report on activities that were required or committed to under the previous permit. Your annual report, due June 30 of each year, must cover all activities and permit requirements of the previous calendar year regardless which permit those activities are conducted under; and
- Retain this letter as documentation of your coverage under the MS4 General Permit.

The issuance of coverage does not preclude the MPCA from conducting inspections or audits.

James Doering
Page 2
September 13, 2021

If you have questions, please contact Rajminder Heck 651-757-2296 or raj.heck@state.mn.us.

Sincerely,

Duane Duncanson

This document has been electronically signed.

Duane Duncanson
Supervisor
Municipal Stormwater Unit
Municipal Division

DD/RH:map

cc: Activity GEN20170001 @ 43775

**AUTHORIZATION TO DISCHARGE STORMWATER
ASSOCIATED WITH SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS
UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)/
STATE DISPOSAL SYSTEM (SDS) PROGRAM
MS400236**

Permittee: City of Redwood Falls
Coverage issuance date: September 13, 2021
Expiration date: November 15, 2025

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to operate a small municipal separate storm sewer system (MS4) and to discharge from the small MS4 to receiving waters, in accordance with the requirements of the Small Municipal Separate Storm Sewer Systems General Permit MNR040000 (General Permit).

The goal of the General Permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

The MPCA issued the General Permit on November 16, 2020, however the permittee received coverage under the General Permit on the coverage issuance date identified above. The General Permit expires at midnight on the expiration date identified above.

Signature: *Duane Duncanson* *for the Minnesota Pollution Control Agency*

This document has been electronically signed.

Duane Duncanson
Supervisor, Municipal Stormwater Unit
Municipal Division

If you have questions about the General Permit, including specific permit requirements, permit reporting, or permit compliance status, please contact the MPCA at:

Municipal Stormwater Program
Municipal Division
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, Minnesota 55155-4194
Telephone: 651-296-6300 or toll free in Minnesota: 800-657-3864

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1.1	Eligibility. [Minn. R. 7090]
1.2	To be eligible for authorization to discharge stormwater under the Small Municipal Separate Storm Sewer Systems General Permit (General Permit), the applicant must be an owner and/or operator (owner/operator) of a small Municipal Separate Storm Sewer System (MS4) and meet one or more of the criteria requiring permit issuance as specified in Minn. R. 7090.1010. [Minn. R. 7090.1010]
2.1	Authorized Stormwater Discharges. [Minn. R. 7090]
2.2	The General Permit authorizes stormwater discharges from small MS4s as defined in 40 CFR 122.26(b)(16). [Minn. R. 7090]
3.1	Authorized Non-Stormwater Discharges. [Minn. R. 7090]
3.2	The following categories of non-stormwater discharges or flows are authorized under the General Permit to enter the permittee's small MS4 only if the permittee does not identify them as significant contributors of pollutants (i.e., illicit discharges), in which case the discharges or flows must be addressed in the permittee's Stormwater Pollution Prevention Program (SWPPP): water line flushing, landscape irrigation, diverted stream flows, rising groundwaters, uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20)), uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, street wash water, and discharges or flows from firefighting activities. [Minn. R. 7090]
4.1	Limitations on Authorization. [Minn. R. 7090]
4.2	The following discharges or activities are not authorized by the General Permit: <ul style="list-style-type: none"> a. non-stormwater discharges, except those authorized by the permittee in item 3.2; b. discharges of stormwater to the small MS4 from activities requiring a separate NPDES/SDS permit. The General Permit does not replace or satisfy any other permitting requirements; c. the General Permit does not replace or satisfy any environmental review requirements, including those under the Minnesota Environmental Policy Act (Minn. Stat. 116D), or the National Environmental Policy Act (42 U.S.C. 4321 et seq.); d. the General Permit does not replace or satisfy any review requirements for endangered or threatened species, from new or expanded discharges that adversely impact or contribute to adverse impacts on a listed endangered or threatened species, or adversely modify a designated critical habitat; e. the General Permit does not replace or satisfy any review requirements for historic places or archeological sites, from new or expanded discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered archeological sites; and f. discharges to prohibited outstanding resource value waters pursuant to Minn. R. 7050.0335, subp. 3. <p>Only the permittee's small MS4 and the portions of the storm sewer system that are under the permittee's operational control are authorized by the General Permit. [Minn. R. 7090]</p>
5.1	Permit Authorization. [Minn. R. 7001]
5.2	The applicant must submit a complete application in accordance with Sections 9 through 12 in order to obtain authorization to discharge stormwater from a small MS4 under the General Permit. [Minn. R. 7001]
5.3	The Commissioner reviews the General Permit application for completeness. After review, the Commissioner will do one of the following: <ul style="list-style-type: none"> a. if an application is determined to be incomplete, the Commissioner will notify the applicant in writing, indicate why the application is incomplete, and request that the applicant resubmit the application; or b. if an application is determined to be complete, the Commissioner will make a preliminary determination as to whether coverage under the General Permit should be issued or denied in accordance with Minn. R. 7001. [Minn. R. 7001]
5.4	The Commissioner provides a public notice with the opportunity for a hearing on the preliminary determination to issue coverage under the General Permit. [Minn. R. 7001]
5.5	Upon receipt of written notification of final approval of the application from the Commissioner, the applicant is authorized to discharge stormwater from the small MS4 under the terms and conditions of the General Permit. [Minn. R. 7001]

6.1	Transfer of Ownership or Control. [Minn. R. 7001, Minn. R. 7090.0080]
6.2	Where the ownership or significant operational control of the small MS4 changes after the submittal of an application in accordance with Sections 9 through 12, the new owner/operator must submit a new application in accordance with Sections 9 through 12. [Minn. R. 7090]
7.1	Issuance of Individual Permits. [Minn. R. 7001]
7.2	The permit applicant may request an individual permit in accordance with Minn. R. 7001.0210, subp. 6, for authorization to discharge stormwater associated with a small MS4. [Minn. R. 7001.0210, subp. 6]
7.3	The Commissioner may require an individual permit for the permit applicant or permittee covered by a general permit, in accordance with Minn. R. 7001.0210, Subp. 6. [Minn. R. 7001.0210, subp. 6]
8.1	Rights and Responsibilities. [Minn. R. 7001, Minn. R. 7090]
8.2	The Commissioner may modify the General Permit or issue other permits, in accordance with Minn. R. 7001, to include more stringent effluent limitations or permit requirements that modify or are in addition to the Minimum Control Measures of the General Permit, or both. These modifications may be based on the Commissioner's determination that such modifications are needed to protect water quality. [Minn. R. 7001]
8.3	The Commissioner may designate additional small MS4s for coverage under the General Permit in accordance with Minn. R. 7090. The owner/operator of a small MS4 that is designated for coverage must comply with the permit requirements by the dates specified in the Commissioner's determination. [Minn. R. 7090]
9.1	Application for Reissuance. [Minn. R. 7001]
9.2	If an existing permittee desires to continue permit coverage beyond the expiration date, the permittee must submit an application for permit reissuance: Due by 180 days prior to permit expiration. [Minn. R. 7001.0040, Subp. 3]
10.1	New Permittee Applicants. [Minn. R. 7090]
10.2	To become a new permittee authorized to discharge stormwater under the General Permit, the owner/operator of a small MS4 must submit an application, on a form provided by the Agency, in accordance with the schedule in Appendix B, Table 3, and the following requirements: a. submit Part 1 of the permit application (includes the permit application fee); and b. submit Part 2 of the permit application, also known as the Stormwater Pollution Prevention Program (SWPPP) document, in accordance with Section 12. [Minn. R. 7090]
11.1	Existing Permittee Applicants. [Minn. R. 7090]
11.2	All existing permittees seeking to continue discharging stormwater associated with a small MS4 after the issuance date of the General Permit must submit Part 2 of the permit application: Due by 150 days after permit issuance. Existing permittees were required to submit Part 1 of the permit application prior to the expiration date (July 31, 2018) of the Agency's small MS4 general permit No.MNR040000, effective August 1, 2013. [Minn. R. 7090]
12.1	Stormwater Pollution Prevention Program (SWPPP) Document. [Minn. R. 7090]
12.2	All applicants must submit a SWPPP Document (i.e., Part 2 of the permit application) when seeking coverage under the General Permit. The SWPPP Document will become an enforceable part of the General Permit upon approval by the Agency. Modifications to the SWPPP Document that are required or allowed by the General Permit (see Section 24) will also become enforceable provisions. The applicant must submit the SWPPP Document on a form provided by the Agency. The applicant's SWPPP Document must include items 12.3 through 12.11, as applicable. [Minn. R. 7090]
12.3	The applicant must provide a description of partnerships with another regulated small MS4(s), into which the applicant has entered in order to satisfy one or more requirements of the General Permit. [Minn. R. 7090]
12.4	The applicant must provide a description of each program the applicant has developed and implemented to satisfy the Minimum Control Measure (MCM) requirements, including: a. the Best Management Practices (BMPs) the applicant has implemented for each MCM at the time of application; b. the status of each required component of the program; and c. name(s) of individual(s) or position titles responsible for implementing and/or coordinating each component of the program.

	<p>If the program has not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.5	<p>The applicant must indicate whether each storm sewer system map requirement of Section 14 is satisfied at the time of application. For each requirement of Section 14 that is not satisfied at the time of application, the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.6	<p>The applicant must provide a description of existing regulatory mechanism(s) the applicant has developed, implemented, and enforced to satisfy the requirements of Sections 18, 19, and 20. At a minimum, the applicant must provide the following information:</p> <ul style="list-style-type: none"> a. the type(s) of regulatory mechanism(s) the applicant has in place at the time of application that will be used to satisfy the requirements; b. the status of each required component of the regulatory mechanism(s); and c. if available, a website address to the regulatory mechanism(s). <p>If the regulatory mechanism(s) have not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.7	<p>The applicant must provide a description of existing enforcement response procedures (ERPs) the applicant has developed and implemented that satisfy the ERP requirements of items 18.14, 19.12, and 20.19. If the applicant has not yet developed ERPs (e.g., new permittee applicants), or existing ERPs must be updated to satisfy new requirements, the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.8	<p>The applicant must submit a compliance schedule for each applicable Waste Load Allocation (WLA) not being met for oxygen demand, nitrate, total suspended solids (TSS), and total phosphorus (TP). The applicant may develop a compliance schedule to include multiple WLAs. The applicant's compliance schedule must include the following information:</p> <ul style="list-style-type: none"> a. proposed BMPs or progress toward implementation of BMPs to be achieved during the permit term; b. the year each BMP is expected to be implemented; c. a target year the applicable WLA(s) will be achieved; and d. if the applicant has an applicable WLA for TSS or TP, a cumulative estimate of TSS and TP load reductions (in pounds) to be achieved during the permit term and the Agency-approved method used to determine the estimate. <p>Agency-approved methods include "Program for Predicting Polluting Particle Passage thru Pits, Puddles, and Ponds (P8) Urban Catchment Model", "Source Loading and Management Model for Windows (WinSLAMM)", "Minimal Impact Design Standards (MIDS) calculator", "Minnesota Pollution Control Agency (MPCA) simple estimator tool", or any other method that receives Agency-approval. [Minn. R. 7090]</p>
12.9	<p>For each applicable WLA where a reduction in pollutant loading is required for bacteria, chloride, and temperature, the applicant must provide a description of any existing BMPs the applicant has developed and implemented to satisfy the requirements of items 22.3 through 22.7, including:</p> <ul style="list-style-type: none"> a. the BMPs the applicant has implemented for each required component at the time of application; b. the status of each required component; and c. name(s) of individual(s) or position titles responsible for implementing and/or coordinating each required component. <p>If the required components have not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>

12.10	<p>If the applicant is claiming to meet an applicable WLA where a reduction in pollutant loading is required for oxygen demand, nitrate, TSS, or TP, the applicant must provide documentation to demonstrate the applicable WLA is being met. At a minimum, the applicant must provide the following information:</p> <ul style="list-style-type: none"> a. a list of all structural stormwater BMPs implemented to achieve the applicable WLA, including the BMP type (e.g., constructed basin, infiltrator, filter, swale or strip, etc.), location in geographic coordinates, owner, and year implemented; and b. documentation using an Agency-approved method, which demonstrates the estimated reductions of oxygen demand (or its surrogate pollutants), nitrate, TSS, or TP from BMPs meet the MS4 WLA reductions included in the TMDL report, if that information is available (e.g., percent reduction or pounds reduced); or c. documentation using an Agency-approved method, which demonstrates the applicant's existing load meets the WLA. [Minn. R. 7090]
12.11	<p>For the requirements of Section 23, alum or ferric chloride phosphorus treatment systems, if applicable, the applicant must submit the following information:</p> <ul style="list-style-type: none"> a. location of the system in geographic coordinates; b. name(s) of the individual(s) or position titles responsible for the operation of the system; c. information described in item 23.11, if the system is constructed at the time the applicant submits the application to the Agency; d. indicate if the system complies with the requirements in Section 23; and e. if applicable, for each requirement in Section 23 that the applicant's system does not comply with at the time of application, the applicant must bring the system into compliance in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]
13.1	<p>Stormwater Pollution Prevention Program (SWPPP). [Minn. R. 7090]</p>
13.2	<p>The permittee must develop, implement, and enforce a SWPPP designed to reduce the discharge of pollutants from the small MS4 to the Maximum Extent Practicable (MEP) and to protect water quality. Existing permittees regulated within the urbanized area as defined by the United States Census Bureau, the applicable urbanized area for which the permittee must develop, implement, and enforce a SWPPP can be based on the most recent decennial census of 2010 for the duration of the General Permit. [Minn. R. 7090]</p>
13.3	<p>If the permittee enters into a partnership for purposes of meeting SWPPP requirements, the permittee maintains legal responsibility for compliance with the General Permit. [Minn. R. 7090]</p>
13.4	<p>Existing permittees must revise their SWPPP developed under the Agency's small MS4 general permit No.MNR040000 that was effective August 1, 2013, to meet the requirements of the General Permit in accordance with the schedule in Appendix B, Table 2. New permittees must develop, implement, and enforce their SWPPP in accordance with the schedule in Appendix B, Table 3. The permittee's SWPPP must consist of Sections 14 through 23, as applicable. [Minn. R. 7090]</p>
14.1	<p>Mapping. [Minn. R. 7090]</p>
14.2	<p>New permittees must develop, and existing permittees must update, as necessary, a storm sewer system map that depicts the following:</p> <ul style="list-style-type: none"> a. the permittee's entire MS4 as a goal, but at a minimum, all pipes 12 inches or greater in diameter, including stormwater flow direction in those pipes; b. outfalls, including a unique identification (ID) number assigned by the permittee, and an associated geographic coordinates; c. structural stormwater BMPs that are part of the permittee's MS4; and d. all receiving waters. [Minn. R. 7090]
15.1	<p>Minimum Control Measures (MCMs). [Minn. R. 7090.1040]</p>
15.2	<p>The permittee must incorporate the following six MCMs into the SWPPP. [Minn. R. 7090.1040]</p>
16.1	<p>MCM 1: Public Education and Outreach. [Minn. R. 7090]</p>
16.2	<p>New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, a public education program to distribute educational materials or equivalent outreach that informs the public of the impact stormwater discharges have on waterbodies and that includes actions citizens, businesses, and</p>

	<p>other local organizations can take to reduce the discharge of pollutants to stormwater. The permittee may use existing materials if they are appropriate for the message the permittee chooses to deliver, or the permittee may develop its own educational materials. The permittee may partner with other MS4 permittees, community groups, watershed management organizations, or other groups to implement its education and outreach program. The permittee must incorporate Section 16 requirements into their program. [Minn. R. 7090]</p>
16.3	<p>During the permit term, the permittee must distribute educational materials or equivalent outreach focused on at least two (2) specifically selected stormwater-related issues of high priority to the permittee (e.g., specific TMDL reduction targets, changing local business practices, promoting adoption of residential BMPs, lake improvements through lake associations, household chemicals, yard waste, etc.). The topics must be different from those described in items 16.4 through 16.6. [Minn. R. 7090]</p>
16.4	<p>At least once each calendar year, the permittee must distribute educational materials or equivalent outreach focused on illicit discharge recognition and reporting illicit discharges to the permittee. [Minn. R. 7090]</p>
16.5	<p>For cities and townships, at least once each calendar year, the permittee must distribute educational materials or equivalent outreach to residents, businesses, commercial facilities, and institutions, focused on the following:</p> <ul style="list-style-type: none"> a. impacts of deicing salt use on receiving waters; b. methods to reduce deicing salt use; and c. proper storage of salt or other deicing materials. [Minn. R. 7090]
16.6	<p>For cities and townships, at least once each calendar year, the permittee must distribute educational materials or equivalent outreach focused on pet waste. The educational materials or equivalent outreach must include information on the following:</p> <ul style="list-style-type: none"> a. impacts of pet waste on receiving waters; b. proper management of pet waste; and c. any existing permittee regulatory mechanism(s) for pet waste. [Minn. R. 7090]
16.7	<p>The permittee must develop and implement an education and outreach plan that consists of the following:</p> <ul style="list-style-type: none"> a. target audience(s) (e.g., residents, businesses, commercial facilities, institutions, and local organizations; consideration should be given to low-income residents, people of color, and non-native English speaking residents. A resource to help identify these areas is available on the Agency's environmental justice website); b. name or position title of responsible person(s) for overall plan implementation; c. specific activities and schedules to reach each target audience; and d. a description of any coordination with and/or use of stormwater education and outreach programs implemented by other entities, if applicable. [Minn. R. 7090]
16.8	<p>The permittee must document the following information:</p> <ul style="list-style-type: none"> a. a description of all specific stormwater-related issues identified by the permittee in item 16.3; b. all information required under the permittee's education and outreach plan in item 16.7; c. activities held, including dates, to reach each target audience; d. quantities and descriptions of educational materials distributed, including dates distributed; and e. estimated audience (e.g., number of participants, viewers, readers, listeners, etc.) for each completed education and outreach activity. [Minn. R. 7090]
16.9	<p>The permittee must conduct an annual assessment of the public education program to evaluate program compliance, the status of achieving the measurable requirements in Section 16, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., education and outreach efforts, implementation of written plans, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]</p>
17.1	<p>MCM 2: Public Participation/Involvement. [Minn. R. 7090]</p>
17.2	<p>New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, a Public Participation/Involvement program to solicit public input on the SWPPP and involve the public in activities that improve or protect water quality. The permittee must incorporate Section 17 requirements into</p>

	their program. [Minn. R. 7090]
17.3	Each calendar year, the permittee must provide a minimum of one (1) opportunity for the public to provide input on the adequacy of the SWPPP. The permittee may conduct a public meeting(s) to satisfy this requirement, provided appropriate local public notice requirements are followed and the public is given the opportunity to review and comment on the SWPPP. [Minn. R. 7090]
17.4	The permittee must provide access to the SWPPP Document, annual reports, and other documentation that supports or describes the SWPPP (e.g., regulatory mechanism(s), etc.) for public review, upon request. All public data requests are subject to the Minnesota Government Data Practices Act, Minn. Stat. 13. [Minn. Stat. 13]
17.5	The permittee must consider oral and written input regarding the SWPPP submitted by the public to the permittee. [Minn. R. 7090]
17.6	Each calendar year, the permittee must provide a minimum of one (1) public involvement activity that includes a pollution prevention or water quality theme (e.g., rain barrel distribution event, rain garden workshop, cleanup event, storm drain stenciling, volunteer water quality monitoring, adopt a storm drain program, household hazardous waste collection day, etc.). [Minn. R. 7090]
17.7	The permittee must document the following information: a. all relevant written input submitted by persons regarding the SWPPP; b. all responses from the permittee to written input received regarding the SWPPP, including any modifications made to the SWPPP as a result of the written input received; c. date(s), location(s), and estimated number of participants at events held for purposes of compliance with item 17.3; d. notices provided to the public of any events scheduled to meet item 17.3, including any electronic correspondence (e.g., website, e-mail distribution lists, notices, etc.); and e. date(s), location(s), description of activities, and estimated number of participants at events held for the purpose of compliance with item 17.6. [Minn. R. 7090]
17.8	The permittee must conduct an annual assessment of the Public Participation/Involvement program to evaluate program compliance, the status of achieving the measurable requirements in Section 17, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., public input and involvement opportunities, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]
18.1	MCM 3: Illicit Discharge Detection and Elimination (IDDE). [Minn. R. 7090]
18.2	New permittees must develop, implement, and enforce, and existing permittees must revise their current program as necessary, and continue to implement and enforce, a program to detect and eliminate illicit discharges into the MS4. The permittee must incorporate Section 18 requirements into their program. [Minn. R. 7090]
18.3	The permittee must maintain a map of the permittee's MS4, as required in Section 14. [Minn. R. 7090]
18.4	To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that prohibits non-stormwater discharges into the permittee's MS4, except those non-stormwater discharges authorized in item 3.2. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. The regulatory mechanism(s) must also include items 18.5 and 18.6, as applicable. [Minn. R. 7090]
18.5	For cities, townships, and counties, the permittee's regulatory mechanism(s) must require owners or custodians of pets to remove and properly dispose of feces on permittee owned land areas. [Minn. R. 7090]
18.6	For cities and townships, the permittee's regulatory mechanism(s) must require proper salt storage at commercial, institutional, and non-NPDES permitted industrial facilities. At a minimum, the regulatory mechanism(s) must require the following: a. designated salt storage areas must be covered or indoors; b. designated salt storage areas must be located on an impervious surface; and c. implementation of practices to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and/or containment). [Minn. R. 7090]

18.7	The permittee must incorporate illicit discharge detection into all inspection and maintenance activities conducted in items 21.9, 21.10, and 21.11. Where feasible, the permittee must conduct illicit discharge inspections during dry-weather conditions (e.g., periods of 72 or more hours of no precipitation). [Minn. R. 7090]
18.8	At least once each calendar year, the permittee must train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges), and reporting illicit discharges for further investigation. Field staff includes, but is not limited to, police, fire department, public works, and parks staff. Training for this specific requirement may include, but is not limited to, videos, in-person presentations, webinars, training documents, and/or emails. [Minn. R. 7090]
18.9	The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's IDDE program. Individuals includes, but is not limited to, individuals responsible for investigating, locating, eliminating illicit discharges, and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher-training every three (3) calendar years following the initial training. [Minn. R. 7090]
18.10	The permittee must maintain a written or mapped inventory of priority areas the permittee identifies as having a higher likelihood for illicit discharges. At a minimum, the permittee must evaluate the following for potential inclusion in the inventory: a. land uses associated with business/industrial activities; b. areas where illicit discharges have been identified in the past; and c. areas with storage of significant materials that could result in an illicit discharge. [Minn. R. 7090]
18.11	To the extent allowable under state or local law, the permittee must conduct additional illicit discharge inspections in areas identified in item 18.10. [Minn. R. 7090]
18.12	The permittee must implement written procedures for investigating, locating, and eliminating the source of illicit discharges. At a minimum, the written procedures must include: a. a timeframe in which the permittee will investigate a reported illicit discharge; b. use of visual inspections to detect and track the source of an illicit discharge; c. tools available to the permittee to investigate and locate an illicit discharge (e.g., mobile cameras, collecting and analyzing water samples, smoke testing, dye testing, etc.); d. cleanup methods available to the permittee to remove an illicit discharge or spill; and e. name or position title of responsible person(s) for investigating, locating, and eliminating an illicit discharge. [Minn. R. 7090]
18.13	The permittee must implement written procedures for responding to spills, including emergency response procedures to prevent spills from entering the MS4. The written procedures must also include the immediate notification of the Minnesota Department of Public Safety Duty Officer at 800-422-0798 (toll free) or 651-649-5451 (Metro area), if the source of the illicit discharge is a spill or leak as defined in Minn. Stat. 115.061. [Minn. R. 7090]
18.14	The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) in Section 18. At a minimum, the written ERPs must include: a. a description of enforcement tools available to the permittee and guidelines for the use of each tool; b. timeframes to complete corrective actions; and c. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]
18.15	The permittee must document the following information: a. date(s) and location(s) of IDDE inspections conducted in accordance with items 18.7 and 18.11; b. reports of alleged illicit discharges received, including date(s) of the report(s), and any follow-up action(s) taken by the permittee; c. date(s) of discovery of all illicit discharges; d. identification of outfalls, or other areas, where illicit discharges have been discovered; e. sources (including a description and the responsible party) of illicit discharges (if known); and f. action(s) taken by the permittee, including date(s), to address discovered illicit discharges. [Minn. R. 7090]
18.16	For each training in item 18.8 and 18.9, the permittee must document:

	<ul style="list-style-type: none"> a. general subject matter covered; b. names and departments of individuals in attendance; and c. date of each event. [Minn. R. 7090]
18.17	<p>The permittee must document any enforcement conducted pursuant to the ERPs in item 18.14, including verbal warnings. At a minimum, the permittee must document the following:</p> <ul style="list-style-type: none"> a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s); b. date(s) and location(s) of the observed violation(s); c. description of the violation(s); d. corrective action(s) (including completion schedule) issued by the permittee; e. referrals to other regulatory organizations (if any); and f. date(s) violation(s) resolved. [Minn. R. 7090]
18.18	<p>The permittee must conduct an annual assessment of the IDDE program to evaluate program compliance, the status of achieving the measurable requirements in Section 18, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., trainings, inventory, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]</p>
19.1	<p>MCM 4: Construction Site Stormwater Runoff Control. [Minn. R. 7090]</p>
19.2	<p>New permittees must develop, implement, and enforce, and existing permittees must revise their current program, as necessary, and continue to implement and enforce, a Construction Site Stormwater Runoff Control program. The program must address construction activity with a land disturbance of greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, within the permittee's jurisdiction and that discharge to the permittee's MS4. The permittee must incorporate Section 19 requirements into their program. [Minn. R. 7090]</p>
19.3	<p>To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that establishes requirements for erosion, sediment, and waste controls that is at least as stringent as the Agency's most current Construction Stormwater General Permit (MNR100001), herein referred to as the CSW Permit. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. [Minn. R. 7090]</p>
19.4	<p>When the CSW Permit is reissued, the permittee must revise their regulatory mechanism(s), if necessary, within 12 months of the issuance date of that permit, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit. [Minn. R. 7090]</p>
19.5	<p>The permittee's regulatory mechanism(s) must require that owners and operators of construction activity develop site plans that must be submitted to the permittee for review and confirmation that regulatory mechanism(s) requirements have been met, prior to the start of construction activity. The regulatory mechanism(s) must require the owners and operators of construction activity to keep site plans up-to-date with regard to stormwater runoff controls. The regulatory mechanism(s) must require that site plans incorporate the following erosion, sediment, and waste controls that are at least as stringent as described in the CSW Permit:</p> <ul style="list-style-type: none"> a. erosion prevention practices; b. sediment control practices; c. dewatering and basin draining; d. inspection and maintenance; e. pollution prevention management measures; f. temporary sediment basins; and g. termination conditions. [Minn. R. 7090]
19.6	<p>The permittee must implement written procedures for site plan reviews conducted by the permittee prior to the start of all construction activity, to ensure compliance with requirements of the regulatory mechanism(s). At a minimum, the procedures must include:</p> <ul style="list-style-type: none"> a. written notification to owners and operators proposing construction activity, including projects less than one acre that

	<p>are part of a larger common plan of development or sale, of the need to apply for and obtain coverage under the CSW Permit; and</p> <p>b. use of a written checklist, consistent with the requirements of the regulatory mechanism(s), to document the adequacy of each site plan required in item 19.5. [Minn. R. 7090]</p>
19.7	<p>The permittee must implement an inspection program that includes written procedures for conducting site inspections, to determine compliance with the permittee's regulatory mechanism(s). The inspection program must also meet the requirements in items 19.8 and 19.9. [Minn. R. 7090]</p>
19.8	<p>The permittee must maintain written procedures for identifying high-priority and low-priority sites for inspection. At a minimum, the written procedures must include:</p> <p>a. a detailed explanation describing how sites will be categorized as either high-priority or low-priority;</p> <p>b. a frequency at which the permittee will conduct inspections for high-priority sites;</p> <p>c. a frequency at which the permittee will conduct inspections for low-priority sites; and</p> <p>d. the name(s) of individual(s) or position title(s) responsible for conducting site inspections. [Minn. R. 7090]</p>
19.9	<p>The permittee must implement a written checklist to document each site inspection when determining compliance with the permittee's regulatory mechanism(s). At a minimum, the checklist must include the permittee's inspection findings on the following areas, as applicable to each site:</p> <p>a. stabilization of exposed soils (including stockpiles);</p> <p>b. stabilization of ditch and swale bottoms;</p> <p>c. sediment control BMPs on all down gradient perimeters of the project and up gradient of buffer zones;</p> <p>d. storm drain inlet protection;</p> <p>e. energy dissipation at pipe outlets;</p> <p>f. vehicle tracking BMPs;</p> <p>g. preservation of a 50 foot natural buffer or redundant sediment controls where stormwater flows to a surface water within 50 feet of disturbed soils;</p> <p>h. owner/operator of construction activity self-inspection records;</p> <p>i. containment for all liquid and solid wastes generated by washout operations (e.g., concrete, stucco, paint, form release oils, curing compounds, and other construction materials); and</p> <p>j. BMPs maintained and functional. [Minn. R. 7090]</p>
19.10	<p>The permittee must implement written procedures for receipt and consideration of reports of noncompliance or other stormwater related information on construction activity submitted by the public to the permittee. [Minn. R. 7090]</p>
19.11	<p>The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's Construction Site Stormwater Runoff Control program. Individuals includes, but is not limited to, individuals responsible for conducting site plan reviews, site inspections, and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher-training every three (3) calendar years following the initial training. [Minn. R. 7090]</p>
19.12	<p>The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) in item 19.3. At a minimum, the written ERPs must include:</p> <p>a. a description of enforcement tools available to the permittee and guidelines for the use of each tool; and</p> <p>b. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]</p>
19.13	<p>For each site plan review conducted by the permittee, the permittee must document the following:</p> <p>a. project name;</p> <p>b. location;</p> <p>c. total acreage to be disturbed;</p> <p>d. owner and operator of the proposed construction activity;</p> <p>e. proof of notification to obtain coverage under the CSW Permit, as required in item 19.6, or proof of coverage under the CSW Permit; and</p> <p>f. any stormwater related comments and supporting completed checklist, as required in item 19.6, used by the permittee to determine project approval or denial. [Minn. R. 7090]</p>

19.14	<p>For each training in item 19.11, the permittee must document:</p> <ul style="list-style-type: none"> a. general subject matter covered; b. names and departments of individuals in attendance; and c. date of each event. [Minn. R. 7090]
19.15	<p>The permittee must document any enforcement conducted pursuant to the ERPs in item 19.12, including verbal warnings. At a minimum, the permittee must document the following:</p> <ul style="list-style-type: none"> a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s); b. date(s) and location(s) of the observed violation(s); c. description of the violation(s); d. corrective action(s) (including completion schedule) issued by the permittee; e. referrals to other regulatory organizations (if any); and f. date(s) violation(s) resolved. [Minn. R. 7090]
19.16	<p>The permittee must conduct an annual assessment of the Construction Site Stormwater Runoff Control program to evaluate program compliance, the status of achieving the measurable requirements in Section 19, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]</p>
20.1	<p>MCM 5: Post-Construction Stormwater Management. [Minn. R. 7090]</p>
20.2	<p>New permittees must develop, implement, and enforce, and existing permittees must revise their current program, as necessary, and continue to implement and enforce, a Post-Construction Stormwater Management program that prevents or reduces water pollution after construction activity is completed. The program must address construction activity with land disturbance of greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, within the permittee's jurisdiction and that discharge to the permittee's MS4. The permittee must incorporate Section 20 requirements into their program. [Minn. R. 7090]</p>
20.3	<p>To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that incorporates items 20.4 through 20.15. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. [Minn. R. 7090]</p>
20.4	<p>The permittee's regulatory mechanism(s) must require owners of construction activity to submit site plans with post-construction stormwater management BMPs designed with accepted engineering practices to the permittee for review and confirmation that regulatory mechanism(s) requirements have been met, prior to start of construction activity. [Minn. R. 7090]</p>
20.5	<p>The permittee's regulatory mechanism(s) must require owners of construction activity to treat the water quality volume on any project where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres. [Minn. R. 7090]</p>
20.6	<p>For construction activity (excluding linear projects), the water quality volume must be calculated as one (1) inch times the sum of the new and the fully reconstructed impervious surface. [Minn. R. 7090]</p>
20.7	<p>For linear projects, the water quality volume must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surface. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. Volume reduction practices must be considered first, as described in item 20.8. Volume reduction practices are not required if the practices cannot be provided cost effectively. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume prior to discharge from the MS4. [Minn. R. 7090]</p>
20.8	<p>Volume reduction practices (e.g., infiltration or other) to retain the water quality volume on-site must be considered first when designing the permanent stormwater treatment system. The General Permit does not consider wet sedimentation basins and filtration systems to be volume reduction practices. If the General Permit prohibits infiltration as described in</p>

	<p>item 20.9, other volume reduction practices, a wet sedimentation basin, or filtration basin may be considered. [Minn. R. 7090]</p>
20.9	<p>Infiltration systems must be prohibited when the system would be constructed in areas:</p> <ul style="list-style-type: none"> a. that receive discharges from vehicle fueling and maintenance areas, regardless of the amount of new and fully reconstructed impervious surface; b. where high levels of contaminants in soil or groundwater may be mobilized by the infiltrating stormwater. To make this determination, the owners and/or operators of construction activity must complete the Agency's site screening assessment checklist, which is available in the Minnesota Stormwater Manual, or conduct their own assessment. The assessment must be retained with the site plans; c. where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour; d. with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock; e. of predominately Hydrologic Soil Group D (clay) soils; f. in an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, subp. 13, classified as high or very high vulnerability as defined by the Minnesota Department of Health; g. in an ERA within a DWSMA classified as moderate vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater; h. outside of an ERA within a DWSMA classified as high or very high vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater; i. within 1,000 feet up-gradient or 100 feet down gradient of active karst features; or j. that receive stormwater runoff from these types of entities regulated under NPDES for industrial stormwater: automobile salvage yards; scrap recycling and waste recycling facilities; hazardous waste treatment, storage, or disposal facilities; or air transportation facilities that conduct deicing activities. <p>See "higher level of engineering review" in the Minnesota Stormwater Manual for more information. [Minn. R. 7090]</p>
20.10	<p>For non-linear projects, where the water quality volume cannot cost effectively be treated on the site of the original construction activity, the permittee must identify, or may require owners of the construction activity to identify, locations where off-site treatment projects can be completed. If the entire water quality volume is not addressed on the site of the original construction activity, the remaining water quality volume must be addressed through off-site treatment and, at a minimum, ensure the requirements of items 20.11 through 20.14 are met. [Minn. R. 7090]</p>
20.11	<p>The permittee must ensure off-site treatment project areas are selected in the following order of preference:</p> <ul style="list-style-type: none"> a. locations that yield benefits to the same receiving water that receives runoff from the original construction activity; b. locations within the same Department of Natural Resource (DNR) catchment area as the original construction activity; c. locations in the next adjacent DNR catchment area up-stream; or d. locations anywhere within the permittee's jurisdiction. [Minn. R. 7090]
20.12	<p>Off-site treatment projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Routine maintenance of structural stormwater BMPs already required by the General Permit cannot be used to meet this requirement. [Minn. R. 7090]</p>
20.13	<p>Off-site treatment projects must be completed no later than 24 months after the start of the original construction activity. If the permittee determines more time is needed to complete the treatment project, the permittee must provide the reason(s) and schedule(s) for completing the project in the annual report. [Minn. R. 7090]</p>
20.14	<p>If the permittee receives payment from the owner of a construction activity for off-site treatment, the permittee must apply any such payment received to a public stormwater project, and all projects must comply with the requirements in items 20.11 through 20.13. [Minn. R. 7090]</p>
20.15	<p>The permittee's regulatory mechanism(s) must include the establishment of legal mechanism(s) between the permittee and owners of structural stormwater BMPs not owned or operated by the permittee, that have been constructed to meet the</p>

	<p>requirements in Section 20. The legal mechanism(s) must include provisions that, at a minimum:</p> <ul style="list-style-type: none"> a. allow the permittee to conduct inspections of structural stormwater BMPs not owned or operated by the permittee, perform necessary maintenance, and assess costs for those structural stormwater BMPs when the permittee determines the owner of that structural stormwater BMP has not ensured proper function; b. are designed to preserve the permittee's right to ensure maintenance responsibility, for structural stormwater BMPs not owned or operated by the permittee, when those responsibilities are legally transferred to another party; and c. are designed to protect/preserve structural stormwater BMPs. If structural stormwater BMPs change, causing decreased effectiveness, new, repaired, or improved structural stormwater BMPs must be implemented to provide equivalent treatment to the original BMP. [Minn. R. 7090]
20.16	<p>The permittee must maintain a written or mapped inventory of structural stormwater BMPs not owned or operated by the permittee that meet all of the following criteria:</p> <ul style="list-style-type: none"> a. the structural stormwater BMP includes an executed legal mechanism(s) between the permittee and owners responsible for the long-term maintenance, as required in item 20.15; and b. the structural stormwater BMP was implemented on or after August 1, 2013. [Minn. R. 7090]
20.17	<p>The permittee must implement written procedures for site plan reviews conducted by the permittee prior to the start of construction activity, to ensure compliance with requirements of the permittee's regulatory mechanism(s). [Minn. R. 7090]</p>
20.18	<p>The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's Post-Construction Stormwater Management program. Individuals includes, but is not limited to, individuals responsible for conducting site plan reviews and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher-training every three (3) calendar years following the initial training. [Minn. R. 7090]</p>
20.19	<p>The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) required in Section 20. At a minimum, the written ERPs must include:</p> <ul style="list-style-type: none"> a. a description of enforcement tools available to the permittee and guidelines for the use of each tool; and b. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]
20.20	<p>For each site plan review conducted by the permittee, the permittee must document the following:</p> <ul style="list-style-type: none"> a. supporting documentation used to determine compliance with Section 20 of the General Permit, including any calculations for the permanent stormwater treatment system; b. the water quality volume that will be treated through volume reduction practices (e.g., infiltration or other) compared to the total water quality volume required to be treated; c. documentation associated with off-site treatment projects authorized by the permittee, including rationale to support the location of permanent stormwater treatment projects in accordance with items 20.10 and 20.11; d. payments received and used in accordance with item 20.14; and e. all legal mechanisms drafted in accordance with item 20.15, including date(s) of the agreement(s) and name(s) of all responsible parties involved. [Minn. R. 7090]
20.21	<p>For each training in item 20.18, the permittee must document:</p> <ul style="list-style-type: none"> a. general subject matter covered; b. names and departments of individuals in attendance; and c. date of each event. [Minn. R. 7090]
20.22	<p>The permittee must document any enforcement conducted pursuant to the ERPs in item 20.19, including verbal warnings. At a minimum, the permittee must document the following:</p> <ul style="list-style-type: none"> a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s); b. date(s) and location(s) of the observed violation(s); c. description of the violation(s); d. corrective action(s) (including completion schedule) issued by the permittee; e. referrals to other regulatory organizations (if any); and f. date(s) violation(s) resolved. [Minn. R. 7090]

20.23	The permittee must conduct an annual assessment of the Post-Construction Stormwater Management program to evaluate program compliance, the status of achieving the measurable requirements in Section 20, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]
21.1	MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations. [Minn. R. 7090]
21.2	New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, an operations and maintenance program that prevents or reduces the discharge of pollutants to the MS4 from permittee owned/operated facilities and operations. The permittee must incorporate Section 21 requirements into their program. [Minn. R. 7090]
21.3	<p>The permittee must maintain a written or mapped inventory of permittee owned/operated facilities that contribute pollutants to stormwater discharges. The permittee must implement BMPs that prevent or reduce pollutants in stormwater discharges from all inventoried facilities. Facilities to be inventoried may include, but is not limited to:</p> <ul style="list-style-type: none"> a. composting; b. equipment storage and maintenance; c. hazardous waste disposal; d. hazardous waste handling and transfer; e. landfills; f. solid waste handling and transfer; g. parks; h. pesticide storage; i. public parking lots; j. public golf courses; k. public swimming pools; l. public works yards; m. recycling; n. salt storage; o. snow storage; p. vehicle storage and maintenance (e.g., fueling and washing) yards; and q. materials storage yards. [Minn. R. 7090]
21.4	<p>The permittee must implement BMPs that prevent or reduce pollutants in stormwater discharges from the following municipal operations that may contribute pollutants to stormwater discharges, where applicable:</p> <ul style="list-style-type: none"> a. waste disposal and storage, including dumpsters; b. management of temporary and permanent stockpiles of materials such as street sweepings, snow, sand and sediment removal piles (e.g., effective sediment controls at the base of stockpiles on the down gradient perimeter); c. vehicle fueling, washing, and maintenance; d. routine street and parking lot sweeping; e. emergency response; f. cleaning of maintenance equipment, building exteriors, dumpsters, and the disposal of associated waste and wastewater; g. use, storage, and disposal of significant materials; h. landscaping, park, and lawn maintenance; i. road maintenance, including pothole repair, road shoulder maintenance, pavement marking, sealing, and repaving; j. right-of-way maintenance, including mowing; and k. application of herbicides, pesticides, and fertilizers. [Minn. R. 7090]
21.5	<p>The permittee must implement the following BMPs at permittee owned/operated salt storage areas:</p> <ul style="list-style-type: none"> a. cover or store salt indoors; b. store salt on an impervious surface; and c. implement practices to reduce exposure when transferring material from salt storage areas (e.g., sweeping, diversions,

	and/or containment). [Minn. R. 7090]
21.6	The permittee must implement a written snow and ice management policy for individuals that perform winter maintenance activities for the permittee. The policy must establish practices and procedures for snow and ice control operations (e.g., plowing or other snow removal practices, sand use, and application of deicing compounds). [Minn. R. 7090]
21.7	Each calendar year, the permittee must ensure all individuals that perform winter maintenance activities for the permittee receive training that includes: <ul style="list-style-type: none"> a. the importance of protecting water quality; b. BMPs to minimize the use of deicers (e.g., proper calibration of equipment and benefits of pretreatment, pre-wetting, and anti-icing); and c. tools and resources to assist in winter maintenance (e.g., deicing application rate guidelines, calibration charts, Smart Salting Assessment Tool). <p>The permittee may use training materials from the Agency's Smart Salting training or other organizations to meet this requirement. [Minn. R. 7090]</p>
21.8	The permittee must maintain written procedures for the purpose of determining the TSS and TP treatment effectiveness of all permittee owned/operated ponds constructed and used for the collection and treatment of stormwater. [Minn. R. 7090]
21.9	The permittee must inspect structural stormwater BMPs (excluding stormwater ponds, which are under a separate schedule below) each calendar year to determine structural integrity, proper function, and maintenance needs unless the permittee determines either of the following conditions apply: <ul style="list-style-type: none"> a. complaints received or patterns of maintenance indicate a greater frequency is necessary; or b. maintenance or sediment removal is not required after completion of the first two calendar year inspections; in which case the permittee may reduce the frequency of inspections to once every two (2) calendar years. [Minn. R. 7090]
21.10	Prior to the expiration date of the General Permit, the permittee must conduct at least one inspection of all ponds and outfalls (excluding underground outfalls) in order to determine structural integrity, proper function, and maintenance needs. [Minn. R. 7090]
21.11	Based on inspection findings, the permittee must determine if repair, replacement, or maintenance measures are necessary in order to ensure the structural integrity and proper function of structural stormwater BMPs and outfalls. The permittee must complete necessary maintenance as soon as possible. If the permittee determines necessary maintenance cannot be completed within one year of discovery, the permittee must document a schedule(s) for completing the maintenance. [Minn. R. 7090]
21.12	The permittee must implement a stormwater management training program commensurate with individual's responsibilities as they relate to the permittee's SWPPP, including reporting and assessment activities. The permittee may use training materials from the United States Environmental Protection Agency (USEPA), state and regional agencies, or other organizations as appropriate to meet this requirement. The training program must: <ul style="list-style-type: none"> a. address the importance of protecting water quality; b. cover the requirements of the permit relevant to the responsibilities of the individual not already addressed in items 18.8, 18.9, 19.11, 20.18, and 21.7; and c. include a schedule that establishes initial training for individuals, including new and/or seasonal employees, and recurring training intervals to address changes in procedures, practices, techniques, or requirements. [Minn. R. 7090]
21.13	The permittee must document the following information associated with the operations and maintenance program: <ul style="list-style-type: none"> a. date(s) and description of findings, including whether or not an illicit discharge is detected, for all inspections conducted in accordance with items 21.9 and 21.10; b. any adjustments to inspection frequency as authorized in item 21.9; c. date(s) and a description of maintenance conducted as a result of inspection findings, including whether or not an illicit discharge is detected; d. schedule(s) for maintenance of structural stormwater BMPs and outfalls as required in item 21.11; and e. stormwater management training events, including general subject matter covered, names and departments of individuals in attendance, and date of each event. [Minn. R. 7090]

21.14	<p>The permittee must document pond sediment excavation and removal activities, including:</p> <ul style="list-style-type: none"> a. a unique ID number and geographic coordinates of each stormwater pond from which sediment is removed; b. the volume (e.g., cubic yards) of sediment removed from each stormwater pond; c. results from any testing of sediment from each removal activity; and d. location(s) of final disposal of sediment from each stormwater pond. [Minn. R. 7090]
21.15	<p>The permittee must conduct an annual assessment of the operations and maintenance program to evaluate program compliance, the status of achieving the measurable requirements in Section 21, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, inspections, maintenance activities, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]</p>
22.1	<p>Discharges to Impaired Waters with a USEPA-Approved TMDL that Includes an Applicable WLA. [Minn. R. 7090]</p>
22.2	<p>If the permittee has an applicable WLA not being met for oxygen demand, nitrate, TSS, or TP, the permittee must provide a summary of the permittee's progress toward achieving those applicable WLAs with the annual report. The summary must include the following information:</p> <ul style="list-style-type: none"> a. a list of all BMPs applied towards achieving applicable WLAs for oxygen demand, nitrate, TSS, and TP; b. the implementation status of BMPs included in the compliance schedule at the time of final application submittal; and c. an updated estimate of cumulative TSS and TP load reductions. [Minn. R. 7090]
22.3	<p>If the permittee has an applicable WLA where a reduction in pollutant loading is required for bacteria, the permittee must maintain a written or mapped inventory of potential areas and sources of bacteria (e.g., dense populations of waterfowl or other bird, dog parks). [Minn. R. 7090]</p>
22.4	<p>If the permittee has an applicable WLA where a reduction in pollutant loading is required for bacteria, the permittee must maintain a written plan to prioritize reduction activities to address the areas and sources identified in the inventory in item 22.3. The written plan must include BMPs the permittee will implement over the permit term, which may include, but is not limited to:</p> <ul style="list-style-type: none"> a. water quality monitoring to determine areas of high bacteria loading; b. installation of pet waste pick-up bags in parks and open spaces; c. elimination of over-spray irrigation that may occur at permittee owned areas; d. removal of organic matter via street sweeping; e. implementation of infiltration structural stormwater BMPs; or f. management of areas that attract dense populations of waterfowl (e.g., riparian plantings). [Minn. R. 7090]
22.5	<p>If the permittee has an applicable WLA where a reduction in pollutant loading is required for chloride, the permittee must document the amount of deicer applied each winter maintenance season to all permittee owned/operated surfaces. [Minn. R. 7090]</p>
22.6	<p>If the permittee has an applicable WLA where a reduction in pollutant loading is required for chloride, each calendar year the permittee must conduct an assessment of the permittee's winter maintenance operations to reduce the amount of deicing salt applied to permittee owned/operated surfaces and determine current and future opportunities to improve BMPs. The permittee may use the Agency's Smart Salting Assessment Tool or other available resources and methods to complete this assessment. The permittee must document the assessment. The assessment may include, but is not limited to:</p> <ul style="list-style-type: none"> a. operational changes such as pre-wetting, pre-treating the salt stockpile, increasing plowing prior to deicing, monitoring of road surface temperature, etc.; b. implementation of new or modified equipment providing pre-wetting, or other capability for minimizing salt use; c. regular calibration of equipment; d. optimizing mechanical removal to reduce use of deicers; or e. designation of no salt and/or low salt zones. [Minn. R. 7090]
22.7	<p>If the permittee has an applicable WLA where a reduction in pollutant loading is required for temperature (i.e., City of Duluth, City of Hermantown, City of Rice Lake, City of Stillwater, MnDOT Outstate, St. Louis County, University of Minnesota</p>

	<p>- Duluth, and Lake Superior College), the permittee must maintain a written plan that identifies specific activities the permittee will implement to reduce thermal loading during the permit term. The written plan may include, but is not limited to:</p> <ul style="list-style-type: none"> a. implementation of infiltration BMPs such as bioinfiltration practices; b. disconnection and/or reduction of impervious surfaces; c. retrofitting existing structural stormwater BMPs; or d. improvement of riparian vegetation. [Minn. R. 7090]
23.1	Alum or Ferric Chloride Phosphorus Treatment Systems. [Minn. R. 7090]
23.2	If the permittee uses an alum or ferric chloride phosphorus treatment system, the permittee must comply with Section 23 requirements. [Minn. R. 7090]
23.3	<p>The permittee's alum or ferric chloride phosphorus treatment system must comply with the following:</p> <ul style="list-style-type: none"> a. the permittee must use the treatment system for the treatment of phosphorus in stormwater. Non-stormwater discharges must not be treated by this system; b. the treatment system must be contained within the conveyances and structural stormwater BMPs of the MS4. The utilized conveyances and structural stormwater BMPs must not include any receiving waters; c. phosphorus treatment systems utilizing chemicals other than alum or ferric chloride must receive written approval from the Agency; and d. in-lake phosphorus treatment activities are not authorized under the General Permit. [Minn. R. 7090]
23.4	<p>The permittee's alum or ferric chloride phosphorus treatment system must meet the following design parameters:</p> <ul style="list-style-type: none"> a. the treatment system must be constructed in a manner that diverts the stormwater flow to be treated from the main conveyance system; b. a high flow bypass must be part of the inlet design; and c. a flocculant storage/settling area must be incorporated into the design, and adequate maintenance access must be provided (minimum of 8 feet wide) for the removal of accumulated sediment. [Minn. R. 7090]
23.5	A designated person must perform visual monitoring of the treatment system for proper performance at least once every seven (7) days, and within 24 hours after a rainfall event greater than 2.5 inches in 24 hours. Following visual monitoring which occurs within 24 hours after a rainfall event, the next visual monitoring must be conducted within seven (7) days after that rainfall event. [Minn. R. 7090]
23.6	Three (3) benchmark monitoring stations must be established. Table 1 in Appendix A must be used for the parameters, units of measure, and frequency of measurement for each station. [Minn. R. 7090]
23.7	Samples must be collected as grab samples or flow-weighted 24-hour composite samples. [Minn. R. 7090]
23.8	<p>Each sample, excluding pH samples, must be analyzed by a laboratory certified by the Minnesota Department of Health and/or the Agency, and:</p> <ul style="list-style-type: none"> a. sample preservation and test procedures for the analysis of pollutants must conform to 40 CFR Part 136 and Minn. R. 7041.3200; b. detection limits for dissolved phosphorus, dissolved aluminum, and dissolved iron must be a minimum of 6 micrograms per liter, 10 micrograms per liter, and 20 micrograms per liter, respectively; and c. pH must be measured within 15 minutes of sample collection using calibrated and maintained equipment. [Minn. R. 7090]
23.9	<p>In the following situations, the permittee must perform corrective action(s) and immediately notify the Minnesota Department of Public Safety Duty Officer at 800-422-0798 (toll free) or 651-649-5451 (Metro area):</p> <ul style="list-style-type: none"> a. the pH of the discharged water is not within the range of 6.0 and 9.0; b. any indications of toxicity or measurements exceeding water quality standards which could endanger human health, public drinking water supplies, or the environment; or c. a spill or discharge or alteration resulting in water pollution as defined in Minn. Stat. 115.01, subd. 13, of alum or ferric chloride.

	If item b is applicable, the permittee must also report the non-compliance to the Commissioner as required in item 26.11. [Minn. R. 7001.0150, subp. 3(K), Minn. R. 7090]
23.10	If the permittee discovers indications of toxicity or measurements exceeding water quality standards that the permittee determines does not endanger human health, public drinking water supplies, or the environment, the permittee must report the non-compliance to the Commissioner as required in item 26.12. [Minn. R. 7001.0150, subp. 3(L), Minn. R. 7090]
23.11	The permittee must submit the following information with the annual report. The annual report must include a month-by-month summary of: <ul style="list-style-type: none"> a. date(s) of operation; b. chemical(s) used for treatment; c. gallons of water treated; d. gallons of alum or ferric chloride treatment used; e. calculated pounds of phosphorus removed; and f. any performance issues and the corrective action(s), including the date(s) when corrective action(s) were taken. [Minn. R. 7090]
23.12	A record of the design parameters in items 23.13 through 23.15 must be kept on-site. [Minn. R. 7090]
23.13	Site-specific jar testing conducted using typical and representative water samples in accordance with the most current approved version of ASTM D2035. [Minn. R. 7090]
23.14	Baseline concentrations of the following parameters in the influent and receiving waters: <ul style="list-style-type: none"> a. aluminum or iron; and b. phosphorus. [Minn. R. 7090]
23.15	The following system parameters and how each was determined: <ul style="list-style-type: none"> a. flocculant settling velocity; b. minimum required retention time; c. rate of diversion of stormwater into the system; d. the flow rate from the discharge of the outlet structure; and e. range of expected dosing rates. [Minn. R. 7090]
23.16	The following site-specific procedures must be developed and a copy kept on-site: <ul style="list-style-type: none"> a. procedures for the installation, operation and maintenance of all pumps, generators, control systems, and other equipment; b. specific parameters for determining when the solids must be removed from the system and how the solids will be handled and disposed of; and c. procedures for cleaning up and/or containing a spill of each chemical stored on-site. [Minn. R. 7090]
24.1	Stormwater Pollution Prevention Program (SWPPP) Modification. [Minn. R. 7090]
24.2	The Commissioner may require the permittee to modify the SWPPP as needed, in accordance with the procedures of Minn. R. 7001, and may consider the following factors: <ul style="list-style-type: none"> a. discharges from the MS4 are impacting the quality of receiving waters; b. more stringent requirements are necessary to comply with state or federal regulations; and c. additional conditions are deemed necessary to comply with the goals and applicable requirements of the Clean Water Act and protect water quality. [Minn. R. 7090]
24.3	Modifications that the permittee chooses to make to the SWPPP other than modifications authorized in item 24.4, must be approved by the Commissioner in accordance with the procedures of Minn. R. 7001. All requests must be in writing, setting forth schedules for compliance. The request must discuss alternative program modifications, assure compliance with requirements of the permit, and meet other applicable laws. [Minn. R. 7090]
24.4	The permittee may modify the SWPPP without prior approval of the Commissioner provided the Commissioner is notified of the modification in the annual report for the year the modification is made and the modification falls under one of the following categories:

	<p>a. a BMP is added, and none subtracted, from the SWPPP; or</p> <p>b. a less effective BMP is replaced with a more effective BMP. The alternate BMP must address the same, or similar, concerns as the ineffective or failed BMP. [Minn. R. 7090]</p>
25.1	Annual Assessment, Annual Reporting, and Recordkeeping. [Minn. R. 7090]
25.2	The permittee must conduct an annual assessment to evaluate compliance with the terms and conditions of the General Permit, including the effectiveness of the components of the SWPPP and the status of achieving the measurable requirements in the General Permit. Measurable requirements are activities that must be documented or tracked (e.g., education and outreach efforts, implementation of written plans, inventories, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the SWPPP as a result of the annual assessment. [Minn. R. 7090]
25.3	<p>The permittee must submit an annual report: Due annually, by the 30th of June. The annual report must cover the portion of the previous calendar year during which the permittee was authorized to discharge stormwater under the General Permit. The annual report shall be submitted to the Agency, in a manner determined by the Agency, that includes but is not limited to:</p> <p>a. the status of compliance with permit terms and conditions, including an assessment of the appropriateness of BMPs identified by the permittee and progress towards achieving the measurable requirements of each of the MCMs. The assessment must be based on results of information collected and analyzed, including monitoring (if any), inspection findings, and public input received during the reporting period;</p> <p>b. the stormwater activities the permittee plans to undertake during the next reporting cycle;</p> <p>c. a change in any identified BMPs for any of the MCMs;</p> <p>d. the summary required in item 22.2 to demonstrate progress toward achieving applicable WLAs;</p> <p>e. information required to be recorded or documented in Sections 13 through 24; and</p> <p>f. a statement that the permittee is relying on a partnership(s) with another regulated small MS4(s) to satisfy one or more permit requirements (if applicable), and what agreements the permittee has entered into in support of this effort. [Minn. R. 7090]</p>
25.4	The permittee must make records, including components of the SWPPP, available to the public at reasonable times during regular business hours (see 40 CFR 122.7 for confidentiality provision). [Minn. R. 7090]
25.5	The permittee must retain copies of the permit application, all documentation necessary to comply with SWPPP requirements, all data and information used by the permittee to complete the application process, and any information developed as a requirement of the General Permit or as requested by the Commissioner, for a period of at least three (3) years beyond the date of permit expiration. This period is automatically extended during the course of an unresolved enforcement action regarding the small MS4 or as requested by the Commissioner. [Minn. R. 7001.0080, Minn. R. 7090]
25.6	The permittee must, when requested by the Commissioner, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the General Permit or regarding the conduct of the activity covered by the General Permit. [Minn. R. 7001.0150, subp. 3(H), Minn. R. 7090]
25.7	<p>The permittee must use an electronic submittal process, as provided by the Agency, to submit information required by the General Permit. If electronic submittal is not available, the permittee must use the following mailing address:</p> <p>Supervisor, Municipal Stormwater Unit Minnesota Pollution Control Agency 520 Lafayette Road North St. Paul, Minnesota 55155-4194. [Minn. R. 7090]</p>
26.1	General Conditions. [Minn. R. 7090]
26.2	The Agency's issuance of a permit does not release the permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes or rules or local ordinances, except the obligation to obtain the General Permit. [Minn. R. 7001.0150, subp. 3(A)]
26.3	The Agency's issuance of a permit does not prevent the future adoption by the Agency of pollution control rules, standards, or orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or

	orders against the permittee. [Minn. R. 7001.0150, subp. 3(B)]
26.4	The General Permit does not convey a property right or an exclusive privilege. [Minn. R. 7001.0150, subp. 3(C)]
26.5	The Agency's issuance of a permit does not obligate the Agency to enforce local laws, rules or plans beyond that authorized by Minnesota statutes. [Minn. R. 7001.0150, subp. 3(D)]
26.6	The permittee must perform the actions or conduct the activity authorized by the permit in accordance with the plans and specifications approved by the Agency and in compliance with the conditions of the permit. [Minn. R. 7001.0150, subp. 3(E)]
26.7	The permittee must at all times properly operate and maintain the facilities and systems of treatment and control and the appurtenances related to them which are installed or used by the permittee to achieve compliance with the conditions of the General Permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The permittee must install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the General Permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible. [Minn. R. 7001.0150, subp. 3(F)]
26.8	The permittee may not knowingly make a false or misleading statement, representation, or certification in a record, report, plan, or other document required to be submitted to the Agency or to the Commissioner by the General Permit. The permittee must immediately upon discovery report to the Commissioner an error or omission in these records, reports, plans, or other documents. [Minn. R. 7001.0150, subp. 3(G), Minn. R. 7001.1090, subp. 1(G), Minn. R. 7001.1090, subp. 1(H), Minn. Stat. 609.671]
26.9	When authorized by Minn. Stat. 115.04, 115B.17, subd. 4, and 116.091, and upon presentation of proper credentials, the Agency, or an authorized employee or agent of the Agency, must be allowed by the permittee to enter at reasonable times upon the property of the permittee to examine and copy books, papers, records, or memoranda pertaining to the activity covered by the General Permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the General Permit. [Minn. R. 7001.0150, subp. 3(I)]
26.10	If the permittee discovers, through any means, including notification by the Agency, that noncompliance with a condition of the General Permit has occurred, the permittee must take all reasonable steps to minimize the adverse impacts on human health, public drinking water supplies, or the environment resulting from the noncompliance. [Minn. R. 7001.0150, subp. 3(J)]
26.11	If the permittee discovers that noncompliance with a condition of the General Permit has occurred which could endanger human health, public drinking water supplies, or the environment, the permittee must, within 24 hours of the discovery of the noncompliance, orally notify the Commissioner. Within five days of the discovery of the noncompliance, the permittee must submit to the Commissioner a written description of the noncompliance; the cause of the noncompliance; the exact dates of the period of the noncompliance; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [Minn. R. 7001.0150, subp. 3(K)]
26.12	The permittee must report noncompliance with the General Permit not reported under item 26.11 as a part of the next report which the permittee is required to submit under the General Permit. If no reports are required within 30 days of the discovery of the noncompliance, the permittee must submit the information listed in item 26.11 within 30 days of the discovery of the noncompliance. [Minn. R. 7001.0150, subp. 3(L), Minn. R. 7090]
26.13	The permittee must give advance notice to the Commissioner as soon as possible of planned physical alterations or additions to the permitted facility (MS4) or activity that may result in noncompliance with a Minnesota or federal pollution control statute or rule or a condition of the General Permit. [Minn. R. 7001.0150, subp. 3(M)]
26.14	The General Permit is not transferable to any person without the express written approval of the Agency after compliance with the requirements of Minn. R. 7001.0190. A person to whom the permit has been transferred must comply with the conditions of the General Permit. [Minn. R. 7001.0150, subp. 3(N)]
26.15	The General Permit authorizes the permittee to perform the activities described in the permit under the conditions of the General Permit. In issuing the permit, the state and Agency assume no responsibility for damage to persons, property, or the environment caused by the activities of the permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under the permit. To the extent the state and Agency may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act, Minn. Stat. 3.736. [Minn. R. 7001.0150,

	subp. 3(O)]
26.16	The General Permit incorporates by reference the applicable portions of 40 CFR 122.41 and 122.42(c) and (d), and Minn. R. 7001.1090, which are enforceable parts of the General Permit. [Minn. R. 7090]
26.17	The provisions of the General Permit are severable, and if any provision of the General Permit, or the application of any provision of the General Permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of the General Permit shall not be affected thereby. [Minn. R. 7090]
27.1	Definitions. [Minn. R. 7090]
27.2	"Active karst" means a terrain having distinctive landforms and hydrology created primarily from the dissolution of soluble rocks within 50 feet of the land surface. [Minn. R. 7090]
27.3	"Agency" means the Minnesota Pollution Control Agency or MPCA. [Minn. Stat. 116.36, subd. 2]
27.4	"Alum or Ferric Chloride Phosphorus Treatment System" means the diversion of flowing stormwater from a MS4, removal of phosphorus through the use a continuous feed of alum or ferric chloride additive, flocculation, and the return of the treated stormwater back into a MS4 or receiving water. [Minn. R. 7090]
27.5	"Applicable WLA" means a Waste Load Allocation assigned to the permittee and approved by the USEPA prior to the issuance date of the General Permit. [Minn. R. 7090]
27.6	"Best Management Practices" or "BMPs" means practices to prevent or reduce the pollution of the waters of the state, including schedules of activities, prohibitions of practices, and other management practices, and also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge, or waste disposal or drainage from raw material storage. [Minn. R. 7001.1020, subp. 5]
27.7	"Commissioner" means the Commissioner of the Minnesota Pollution Control Agency or the Commissioner's designee. [Minn. Stat. 116.36, subd. 3]
27.8	"Common Plan of Development or Sale" means a contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land-disturbing activities may occur. [Minn. R. 7090]
27.9	"Construction Activity" means activities including clearing, grading, and excavating, that result in land disturbance of equal to or greater than one acre, including the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre. This includes a disturbance to the land that results in a change in the topography, existing soil cover, both vegetative and nonvegetative, or the existing soil topography that may result in accelerated stormwater runoff that may lead to soil erosion and movement of sediment. Construction activity does not include a disturbance to the land of less than five acres for the purpose of routine maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Routine maintenance does not include activities such as repairs, replacement and other types of non-routine maintenance. Pavement rehabilitation that does not disturb the underlying soils (e.g., mill and overlay projects) is not construction activity. [Minn. R. 7090]
27.10	"DNR Catchment Area" means the Hydrologic Unit 08 areas delineated and digitized by the Minnesota DNR. The catchment areas are available for download at the Minnesota DNR Geospatial Commons website. DNR catchment areas may be locally corrected, in which case the local corrections may be used. [Minn. R. 7090]
27.11	"Existing Permittee" means an owner/operator of a small MS4 that has been authorized to discharge stormwater under a previously issued general permit for small MS4s in the state of Minnesota. [Minn. R. 7090]
27.12	"Fully reconstructed" means areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose the underlying soils beneath the structure, pavement, or activity are not considered fully reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully reconstructed. [Minn. R. 7090]
27.13	"General permit" means a permit issued under Minn. R. 7001.0210 to a category of permittees whose operations, emissions, activities, discharges, or facilities are the same or substantially similar. [Minn. R. 7001.0010, subp. 4]
27.14	"Geographic Coordinates" means the point location of a stormwater feature expressed by X, Y coordinates of a standard Cartesian coordinate system (i.e. latitude/longitude) that can be readily converted to Universal Transverse Mercator (UTM), Zone 15N in the NAD83 datum. For polygon features, the geographic coordinates will typically define the approximate

	center of a stormwater feature. [Minn. R. 7090]
27.15	"High Flow Bypass" means a function of an inlet device that allows a certain flow of water through, but diverts any higher flows away. High flow bypasses are generally used for BMPs that can only treat a designed amount of flow and that would be negatively affected by higher flows. [Minn. R. 7090]
27.16	"Illicit Discharge" means any discharge to a municipal separate storm sewer that is not composed entirely of stormwater except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from firefighting activities. [40 CFR 122.26(b)(2)]
27.17	"Impaired Water" means waters identified as impaired by the Agency, and approved by the USEPA, pursuant to section 303(d) of the Clean Water Act (33 U.S.C. 303(d)). [Minn. R. 7090]
27.18	"Linear project" means construction of new or fully reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale. For example, roads being constructed concurrently with a new residential development are not considered linear projects because they are part of a common plan of development or sale. [Minn. R. 7090]
27.19	"Maximum Extent Practicable" or "MEP" means the statutory standard (33 U.S.C. 1342(p)(3)(B)(iii)) that establishes the level of pollutant reductions that an owner or operator of regulated MS4s must achieve. The USEPA has intentionally not provided a precise definition of MEP to allow maximum flexibility in MS4 permitting. The pollutant reductions that represent MEP may be different for each small MS4, given the unique local hydrologic and geologic concerns that may exist and the differing possible pollutant control strategies. Therefore, each permittee will determine appropriate BMPs to satisfy each of the six Minimum Control Measures (MCMs) through an evaluative process. The USEPA envisions application of the MEP standard as an iterative process. [Minn. R. 7090]
27.20	"Municipal separate storm sewer system" or "MS4" means a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains: a. owned or operated by a state, city, town, county, district, association, or other public body, created by or pursuant to state law, having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district, or drainage district or similar entity, or an Indian tribe or an authorized Indian tribe organization, or a designated and approved management Agency under section 208 of the federal Clean Water Act, United States Code, title 33, section 1288, that discharges into waters of the state; b. designed or used for collecting or conveying stormwater; c. that is not a combined sewer; and d. that is not part of a publicly owned treatment works as defined in 40 CFR 122.2. Municipal separate storm sewer systems do not include separate storm sewers in very discrete areas, such as individual buildings. [Minn. R. 7090.0080, subp. 8]
27.21	"New Permittee" means an owner/operator of a small MS4 that has not been authorized to discharge stormwater under a previously issued General Stormwater Permit for small MS4s in the state of Minnesota and that applies for, and obtains coverage under the General Permit. [Minn. R. 7090]
27.22	"Non-Stormwater Discharge" means any discharge not composed entirely of stormwater. [Minn. R. 7090]
27.23	"Operator" means the person with primary operational control and legal responsibility for the MS4. [Minn. R. 7090.0080, subp. 10]
27.24	"Outfall" means the point source where a MS4 discharges to a receiving water, or the stormwater discharge permanently leaves the permittee's MS4. It does not include diffuse runoff or conveyances that connect segments of the same stream or water systems (e.g., when a conveyance temporarily leaves an MS4 at a road crossing). [Minn. R. 7090]
27.25	"Owner" means the person that owns the MS4. [Minn. R. 7090.0080, subp. 11]
27.26	"Permittee" means a person or persons, that signs the permit application submitted to the Agency and is responsible for compliance with the terms and conditions of the General Permit. [Minn. R. 7090]
27.27	"Person" means the state or any Agency or institution thereof, any municipality, governmental subdivision, public or private corporation, individual, partnership, or other entity, including, but not limited to, association, commission or any interstate body, and includes any officer or governing or managing body of any municipality, governmental subdivision, or public or private corporation, or other entity. [Minn. Stat. 115.01, subd. 10]

27.28	"Pipe" means a closed manmade conveyance device used to transport stormwater from location to location. The definition of pipe does not include foundation drain pipes, irrigation pipes, land drain tile pipes, culverts, and road sub-grade drain pipes. [Minn. R. 7090]
27.29	"Receiving Water" means any lake, river, stream or wetland that receives stormwater discharges from an MS4. [Minn. R. 7090]
27.30	"Reduce" means reduce to the Maximum Extent Practicable (MEP) unless otherwise defined in the context in which it is used. [Minn. R. 7090]
27.31	"Seasonally Saturated Soil" means the highest seasonal elevation in the soil in a reduced chemical state because of soil voids filled with water causing anaerobic conditions. Seasonally saturated soil is evidenced by the presence of redoximorphic features or other information determined by scientifically established methods or empirical field measurements. [Minn. R. 7090]
27.32	"Section" includes all item numbers of the same whole number. For example, "Section 5" of the General Permit refers to items 5.1 through 5.5. [Minn. R. 7090]
27.33	"Significant Materials" includes, but is not limited to: raw materials, fuels, materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any chemical the facility is required to report pursuant to Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA); fertilizers, pesticides, and waste products such as ashes, slag, and sludge that have the potential to be released with stormwater discharges. When determining whether a material is significant, the physical and chemical characteristics of the material should be considered (e.g. the material's solubility, transportability, and toxicity characteristics) to determine the material's pollution potential. [40 CFR 122.26(b)(12)]
27.34	"Small Municipal Separate Storm Sewer System" or "small MS4", means all separate storm sewers that are: <ul style="list-style-type: none"> a. Owned or operated by the United States, a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management Agency under section 208 of the CWA that discharges to waters of the United States. b. Not defined as "large" or "medium" Municipal Separate Storm Sewer Systems pursuant to 40 CFR 122.26 paragraphs (b)(4) and (b)(7) or designated under paragraph (a)(1)(v). c. This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings. [Minn. R. 7090]
27.35	"Stormwater" means stormwater runoff, snow melt runoff, and surface runoff and drainage. [Minn. R. 7090.0080, subp. 12]
27.36	"Stormwater flow direction" means the direction of predominant flow within a pipe. Flow direction can be discerned if pipe elevations can be displayed on the storm sewer system map. [Minn. R. 7090]
27.37	"Stormwater Pollution Prevention Program" or "SWPPP" means a comprehensive program developed by the permittee to manage and reduce the discharge of pollutants in stormwater to and from the small MS4. [Minn. R. 7090]
27.38	"Structural Stormwater BMP" means a stationary and permanent BMP that is designed, constructed, and operated to prevent or reduce the discharge of pollutants in stormwater. [Minn. R. 7090]
27.39	"Total Maximum Daily Load" or "TMDL" means the sum of the individual Waste Load Allocations for point sources and load allocations for nonpoint sources and natural background, as more fully defined in 40 CFR 130.2, paragraph (i). A TMDL sets and allocates the maximum amount of a pollutant that may be introduced into a water of the state and still assure attainment and maintenance of water quality standards. [Minn. R. 7052.0010, subp. 42]
27.40	"Waste Load Allocation" or "WLA" means the portion of a receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution, as more fully defined in Code of Federal Regulations, title 40, section 130.2, paragraph (h). In the absence of a TMDL approved by USEPA under 40 CFR 130.7, or an assessment and remediation plan developed and approved according to Minn. R. 7052.0200, subp. 1.C, a WLA is the allocation for an individual point source that ensures that the level of water quality to be achieved by the point source is derived from and complies with all applicable water quality standards and criteria. [Minn. R. 7052.0010, subp. 45]

27.41	<p>"Water pollution" means (a) the discharge of any pollutant into any waters of the state or the contamination of any waters of the state so as to create a nuisance or render such waters unclean, or noxious, or impure so as to be actually or potentially harmful or detrimental or injurious to public health, safety or welfare, to domestic, agricultural, commercial, industrial, recreational or other legitimate uses, or to livestock, animals, birds, fish or other aquatic life; or (b) the alteration made or induced by human activity of the chemical, physical, biological, or radiological integrity of waters of the state. [Minn. Stat. 115.01, subd. 13]</p>
27.42	<p>"Water Quality Standards" means those provisions contained in Minn. R. 7050 and 7052. [Minn. R. 7090]</p>
27.43	<p>"Water Quality Volume" means either:</p> <ul style="list-style-type: none"> a. for construction activity (excluding linear projects), one (1) inch of runoff from the sum of the new and fully reconstructed impervious surfaces created by the project (calculated as an instantaneous volume); or b. for linear projects, the greater of one (1) inch of runoff from the new impervious surface or one-half (0.5) inch of runoff from the sum of the new and fully reconstructed impervious surfaces created by the project (calculated as an instantaneous volume). [Minn. R. 7090]
27.44	<p>"Waters of the State" means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof. [Minn. Stat. 115.01, subd. 22]</p>
27.45	<p>"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes:</p> <ul style="list-style-type: none"> a. a predominance of hydric soils; b. inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and c. under normal circumstances support a prevalence of such vegetation. [Minn. R. 7050.0186, subp. 1a.B]

Appendix A. Alum or Ferric Chloride Phosphorus Treatment Systems

**Table 1:
 Monitoring parameters during operation**

Station	Alum parameters	Ferric parameters	Units	Frequency
Upstream- background	Total Phosphorus	Total Phosphorus	mg/L	1 x week
	Dissolved Phosphorus	Dissolved Phosphorus	mg/L	1 x week
	Total Aluminum	Total Iron	mg/L	1 x month
	Dissolved Aluminum	Dissolved Iron	mg/L	1 x week
	pH	pH	SU	1 x week
	Flow	Flow	Mgd	Daily
Alum or Ferric Chloride Feed	Alum	Ferric	Gallons	Daily total dosed in gallons
Discharge from treatment	Total Phosphorus	Total Phosphorus	mg/L	1 x week
	Dissolved Phosphorus	Dissolved Phosphorus	mg/L	1 x week
	Total Aluminum	Total Iron	mg/L	1 x month
	Dissolved Aluminum	Dissolved Iron	mg/L	1 x week
	pH	pH	SU	1 x week
	Flow	Flow	Mgd	Daily

Appendix B. Schedules

Table 2:

Existing Permittees - Schedule of permit requirements

<i>Permit requirement</i>	<i>Schedule</i>
<p>Section 12. Stormwater Pollution Prevention Program (SWPPP) Document</p> <ul style="list-style-type: none"> • <i>Submit the SWPPP Document completed in accordance with Section 12.</i> 	<ul style="list-style-type: none"> • Within 150 days after General Permit issuance date.
<p>Section 13. Stormwater Pollution Prevention Program (SWPPP)</p> <ul style="list-style-type: none"> • <i>Complete revisions to incorporate the new requirements of Sections 14 - 23 into current SWPPP.</i> 	<ul style="list-style-type: none"> • Within 12 months of the date General Permit coverage is extended, unless other timelines have been specifically established in the General Permit and identified below.
<p>Section 19. Construction Site Stormwater Runoff Control</p> <ul style="list-style-type: none"> • <i>Complete revisions to Construction Site Stormwater Runoff Control program, including revisions to regulatory mechanism(s), if necessary.</i> • <i>When the CSW Permit is reissued, revise regulatory mechanism(s), if necessary, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit.</i> 	<ul style="list-style-type: none"> • Within 12 months of the date General Permit coverage is extended. • Within 12 months of the issuance date of the CSW Permit (expected issuance date of the CSW Permit is August 1, 2023).
<p>Section 21. Pollution Prevention/Good Housekeeping for Municipal Operations</p> <ul style="list-style-type: none"> • <i>Conduct structural stormwater best management practice (BMP) inspections.</i> • <i>Conduct pond and outfall inspections.</i> 	<ul style="list-style-type: none"> • Each calendar year. • Prior to the expiration date of the General Permit.
<p>Section 22. Discharges to Impaired Waters with a USEPA-Approved TMDL that includes an Applicable WLA</p> <ul style="list-style-type: none"> • <i>Submit all information required in item 22.2.</i> • <i>Meet requirements for applicable WLAs for bacteria, chloride, and temperature in Section 22.</i> 	<ul style="list-style-type: none"> • With each annual report. • Within 12 months of the date General Permit coverage is extended.
<p>Section 25. Annual Assessment, Annual Reporting, and Recordkeeping</p> <ul style="list-style-type: none"> • <i>Conduct assessment of the SWPPP.</i> • <i>On a form provided by the Agency, submit an annual report.</i> 	<ul style="list-style-type: none"> • Prior to completion of each annual report. • By June 30th of each calendar year.

Table 3:
New Permittees - Schedule of permit requirements

<i>Permit requirement</i>	<i>Schedule</i>
<p>Section 10. New Permittee Applicants</p> <ul style="list-style-type: none"> • <i>Submit Part 1, and Part 2 of the permit application as required by Section 12.</i> 	<ul style="list-style-type: none"> • Within 18 months of written notification from the Commissioner that the MS4 meets the criteria in Minn. R. 7090.1010, subp. 1.A. or B. and General Permit coverage is required.
<p>Section 13. Stormwater Pollution Prevention Program (SWPPP)</p> <ul style="list-style-type: none"> • <i>Complete all requirements of Sections 14 - 23.</i> 	<ul style="list-style-type: none"> • Within 36 months of the date General Permit coverage is extended, unless other timelines have been specifically established in the General Permit and identified below; or • Within timelines established by the Commissioner in item 8.3.
<p>Section 14. Mapping</p> <ul style="list-style-type: none"> • <i>Develop a storm sewer system map.</i> 	<ul style="list-style-type: none"> • Within 24 months of the date General Permit coverage is extended.
<p>Section 18. Illicit Discharge Detection and Elimination</p> <ul style="list-style-type: none"> • <i>Develop, implement, and enforce an Illicit Discharge Detection and Elimination Program.</i> 	<ul style="list-style-type: none"> • Within 12 months of the date General Permit coverage is extended.
<p>Section 19. Construction Site Stormwater Runoff Control</p> <ul style="list-style-type: none"> • <i>Develop, implement, and enforce a Construction Site Stormwater Runoff Control Program.</i> • <i>When the CSW Permit is reissued, revise regulatory mechanism(s), if necessary, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit.</i> 	<ul style="list-style-type: none"> • Within 12 months of the date General Permit coverage is extended. • Within 12 months of the issuance date of the CSW Permit (expected issuance date of the CSW Permit is August 1, 2023).
<p>Section 20. Post-Construction Stormwater Management</p> <ul style="list-style-type: none"> • <i>Develop, implement, and enforce a Post-Construction Stormwater Management program.</i> 	<ul style="list-style-type: none"> • Within 24 months of the date General Permit coverage is extended.
<p>Section 21. Pollution Prevention/Good Housekeeping for Municipal Operations</p> <ul style="list-style-type: none"> • <i>Conduct structural stormwater BMP inspections.</i> • <i>Conduct pond and outfall inspections.</i> 	<ul style="list-style-type: none"> • Each calendar year. • Prior to the expiration date of the General Permit.
<p>Section 22. Discharges to Impaired Waters with a USEPA-Approved TMDL that includes an Applicable WLA</p> <ul style="list-style-type: none"> • <i>Submit all information required in item 22.2.</i> • <i>Meet requirements for applicable WLAs for bacteria, chloride, and temperature in Section 22.</i> 	<ul style="list-style-type: none"> • With each annual report. • Within 12 months of the date General Permit coverage is extended.
<p>Section 23. Alum or Ferric Chloride Phosphorus Treatment Systems (if applicable)</p> <ul style="list-style-type: none"> • <i>Meet requirements for treatment systems in Section 23.</i> 	<ul style="list-style-type: none"> • Within 12 months of the date General Permit coverage is extended.
<p>Section 25. Annual SWPPP Assessment, Annual Reporting, and Recordkeeping</p> <ul style="list-style-type: none"> • <i>Conduct assessment of the SWPPP.</i> • <i>On a form provided by the Agency, submit an annual report.</i> 	<ul style="list-style-type: none"> • Prior to completion of each annual report. • By June 30th of each calendar year.

Redwood County Ditch Authority

Re: Petition for Outlet into Lateral 87 of County Ditch No. 52

April 22, 2022

As per your request, I have arrived at an outlet fee and net benefits for the Redwood Falls Port Authority Petition for parts of the NE ¼ NW ¼ , SE ¼ NW ¼ , NW ¼ SW ¼ and NE ¼ Sw ¼ of Section 8 - T112N-R35W (Paxton Township) into Lateral 87 of CD No. 52.

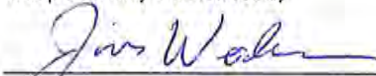
Lateral 87 had benefits determined in 1958. I viewed the soils on the petitioned parcels, and I looked at the adjacent parcels and how the viewers called the wet acres in 1958. After determining the wet acres for each parcel, I followed their valuation for each wet acre considering a proximity factor. This arrived at the net benefits to be included in the current assessment role.

To arrive at an outlet fee, I have used several factors. The 1958 ditch was a 96.9% project. After applying this factor, I multiplied a consumer price index to represent current dollar values to obtain an outlet fee.

I have arrived at the following net benefits to be applied to the present assessment role, and the following outlet fees for the given parcels.

<u>Parcel</u>	<u>Ac. In tract</u>	<u>Ac. Benefited</u>	<u>Benefit Value</u>	<u>Outlet Fee</u>
Redwood Falls Port Authority 333 South Washington Street PO Box 526 Redwood Falls, MN 56283				
8-T112N-R35W				
<u>#62-008-2020</u>	35	10	\$ 120.00	\$1131.00
NE ¼ NW ¼				
SE ¼ NW ¼	40	8	\$96.00	\$905.00
NW ¼ SW ¼	4	2	\$ 112.00	\$1056.00
NE ¼ SW ¼	22	2	\$121.00	<u>\$1141.00</u>
				\$4233.00

Respectfully submitted,



Jim Weidemann



REQUEST FOR BOARD ACTION

Requested Board Date: 4/19/22	Originating Dept.: Environmental
Preferred 2nd Date:	
Discussion Item:	Presenter: Scott W
Public Hearing - CD 48 - Petition for Partial Abandonment and Reroute	estimated time needed: 30 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Materials Attached.

Background Information:

[Large empty box for background information]

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Large empty box for administrators comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

CD 48 Drainage Authority

Agenda

May 3, 2022 @ 10:00 a.m.
Redwood County Government Center
403 S Mill St
Redwood Falls, MN 56283

Public Hearing – Petition for Impounding, Rerouting, and Diverting Drainage System Waters and for Partial Abandonment – Kwik Trip Inc.

1. Call Hearing to Order
2. Purpose of Hearing – Wold
3. Jurisdictional and Notice Documents – Wold
4. Petitioners / Engineer Present Project
5. Public Comment Regarding Project
6. Close Public Comment
7. Possible Action by Drainage Authority: (make motion on one of the following).
 - a. Approve Petition if:
 - i. The Impounding, Rerouting, and Diverting Drainage System Waters and Partial Abandonment of the Drainage System will be of a public or private benefit
 - ii. It will not impair the utility of the drainage system or deprive affected land owners of its benefit
 - iii. That the part being abandoned does not serve a substantial useful purpose to any property remaining in the system and is not of a substantial public benefit and utility.
 - b. Deny the Petition if:
 - i. You answer in the negative to any of the above
 - c. Table the Petition if:
 - i. Additional information is needed.
8. Order Environmental Director Wold to prepare a findings and order consistent with the Board's decision
9. Adjournment



March 15, 2022

Public Ditch Authority
c/o Scott Wold, Redwood County Environmental
Redwood County Government Center
403 South Mill Street
PO Box 130
Redwood Falls, MN 56283

Re: Petition for Realignment of County Ditch 48
Kwik Trip Store 1203
US Highway 71 and County Road 1
Redwood Falls, Minnesota

Dear Mr. Wold:

With this letter and supporting documentation, Kwik Trip, Inc. (Petitioner) formally petitions the Redwood County as the drainage authority for County Ditch 48 for permission to abandon and relocate a portion of the ditch that runs through the proposed Kwik Trip site. This petition is made pursuant to Minnesota Statutes, Section 103E.

Background

This request is made to accommodate a Kwik Trip convenience store, fueling canopies, and drive lanes to be constructed on the subject property by the Petitioner. The subject site is located in the southeast corner of US Highway 71 and County Road 1 in Redwood County, Redwood Falls, Minnesota. County Ditch 48 traverses the site from northwest to southeast as a 14-inch concrete drintile. A portion of the ditch is located within the extents of the proposed site improvements, necessitating the abandonment and realignment.

Existing Conditions

The proposed site consists of 13.39 acres and is part of the northeast quarter of Section 5, Township 112, Range 35, located in the southeast corner of US Highway 71 and County Road 1. The site is bounded on the north by US Highway 71, on the west by County Road 1, on the south by undeveloped grasslands, and on the east by commercial property. The site is currently abandoned commercial property.

County Ditch 48 traverses the site from northwest to southeast as a 14-inch concrete drintile. County Ditch 48 drains southeast to County Ditch 52, which in turn drains to Crow Creek and then to the Minnesota River.

Proposed Conditions

The plan of development proposes to remove/abandon approximately 430 feet of the 14-inch concrete draitile and replace it with approximately 538 feet of 15-inch reinforced concrete pipe. The proposed ditch realignment will begin at the existing 45-degree bend at the northwest corner of the property and will end in the central portion of the property 430 feet to the southeast. The new alignment will run southerly along County Road 1, and then easterly where it will tie back into the existing ditch. It is proposed to use 48-inch concrete manholes at the connections and bends in the new alignment.

See attached Site Improvement Plans and Stormwater Management Plan for details.

Funding

The Petitioner will provide 100% funding for design, construction, and oversight costs associated with the ditch realignments and abandonments. No funding from Redwood County or other public entities is being requesting for this project.

“Terms of the Funds”

The following language in the petition serves as the “terms” of the bond/cash deposit. This is taken directly from state statute:

1. Accompanying this petition is the Petitioner’s escrow deposit of \$10,000. Petitioner acknowledges and agrees that additional deposit may be required as additional costs are incurred in the proceedings. Petitioner agrees to pay all costs and expenses that may be incurred if the proceedings are dismissed.
2. Petitioner acknowledges that the costs incurred before the proposed drainage system modification is established may not exceed the amount in the amount of the Petitioner’s deposit.
3. Petitioner acknowledges that a claim for expenses greater than the amount of the deposit may not be paid unless an additional deposit is filed.
4. Petitioner acknowledges that if the drainage authority determines that the cost of the proceedings will be greater than the Petitioner’s deposit before the proposed drainage system modification is established, the drainage authority must require an additional deposit to cover all costs to be filed within a prescribed time.
5. Petitioner acknowledges that the proceeding will be stopped until the additional deposit prescribed by the drainage authority is filed.
6. Petitioner acknowledges that if the additional deposit is not filed within the time prescribed, the proceeding must be dismissed.
7. Petitioner acknowledges that the costs of Redwood County in the proceedings will be paid from the deposit.

Maintenance

Ownership and maintenance of the ditches will continue to be Redwood County. The Petitioner will provide an easement and routes for Redwood County access and maintenance.

Closing

We request that Redwood County as Public Ditch Authority set a time and location for a public hearing on this partial abandonment and realignment petition and give notice of the hearing by mail to owners of all property benefited by the drainage system either in a newspaper of general circulation within the affected drainage area or by publication on the Redwood County website pursuant to Minnesota Statutes, Sections 103E.805 and 103E.806.

Please contact me at (763)489-7912 or jradach@carlsonmccain.com if you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe T. R.", is positioned above the typed name.

Joseph Radach, PE
Carlson McCain

Petitioner Signature

Emily Helwig
Kwik Trip, Inc.

Attachments: Kwik Trip Store 1203 Site Improvement Plans
Kwik Trip Store 1203 Stormwater Management Plan

STORMWATER MANAGEMENT PLAN

Kwik Trip Convenience Store 1203

US Highway 71 & County Road 1

Redwood Falls, Minnesota

Project #9721-00

Prepared for:

Kwik Trip, Inc.

P.O. Box 2107

1626 Oak Street

LaCrosse, WI 54602-2107

January 3, 2022

Revised: February 4, 2022



3890 PHEASANT RIDGE DRIVE NE, SUITE 100
BLAINE, MN 55449

TEL 763.489.7900

FAX 763.489.7959

CARLSONMCCAIN.COM

ENGINEERING \ LAND SURVEYING \ ENVIRONMENTAL

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3.0 CERTIFICATION 5

FIGURES

Figure 1 Site Location Map

Figure 2 Existing Drainage Map

Figure 3 Proposed Drainage Map

Figure 4 Storm Sewer Drainage Map

APPENDICES

Appendix A Existing HydroCAD Model

Appendix B Proposed HydroCAD Model

Appendix C Storm Sewer Design

Appendix D Soil Information

1.0 INTRODUCTION

This document provides detailed information on the proposed surface water management system for the development of property located in the southeast quadrant of the intersection of US Highway 71 and County Road 1 in Redwood Falls, Redwood County, Minnesota. Kwik Trip, Inc. plans on developing the site into a convenience store with a single bay carwash and side diesel. Included in this document are peak elevations for the onsite basins, a runoff control analysis, water quality analysis, and storm sewer design. See Figure 1 for a site location map.

1.1 Existing Conditions

The site is located in the southeast quadrant of the intersection of US Highway 71 and County Road 1 in Redwood Falls, Redwood County, Minnesota. The site is bounded on the north by Highway 71, on the west by County Road 1, on the south by undeveloped grasslands, and on the east by commercial property. The site is currently abandoned commercial property.

The proposed site boundary consists of 6.710 acres. A drainage boundary of 15.274 acres will be considered for this analysis, which includes runoff from the right-of-way area outside the site boundary and from the property to the east. The existing drainage boundary currently has 5.369 acres of impervious surface onsite.

The site has a generally flat topography generally sloping from the west to east, with slopes generally ranging from 0.5% to 2% over the developed area. Elevations at the site range from 1013 in the northwest corner of the site, up to about 1020 in the southwest corner of the site and along the adjacent roads. Stormwater from the site either drains overland to the northwest corner of the site to a culvert that outlets north across US Highway 71 or to the center southern edge of the site, where stormwater is collected by a 14-inch concrete draitile that traverses the site from northwest to southeast. This draitile is part of the public drainage system, identified as County Ditch 48, and outlets to County Ditch 52. Stormwater ultimately flows to Crow Creek and then the Minnesota River. Stormwater from the northwest culvert ultimately flows to the Minnesota River. See Figure 2 for an existing conditions drainage map.

County Ditch 52, located approximately 0.3 miles south of the site and is an impaired water. There are no known wetlands onsite.

1.2 Proposed Conditions

Kwik Trip, Inc. plans on developing the site into a convenience store with a single bay carwash, side diesel, and associated parking and drive areas. During construction, approximately 5.9 acres will be disturbed. After the site is constructed, the drainage boundary will contain approximately 6.771 acres of impervious surface, which is an increase of 1.402 acres.

Stormwater from the developed portion of the site, including all fueling areas, will be collected in storm sewer and routed to one of two proposed filtration basins, located in the eastern and western

portions of the site, respectively. Both basins will discharge to the County Ditch 48 draintile, running through the site, which outlets to County Ditch 52. All drainage that isn't collected in storm sewer will either flow directly to the culvert in the northwest corner of the site or to the draintile inlets located south of the site. As part of the project, the County Ditch 48 draintile will be partially realigned around the proposed site improvements. See Figure 3 for proposed conditions drainage map.

1.3 Soil Information

In June of 2021, Braun Intertec drilled nine soil borings to approximate near surface soils. The borings indicate that near surface soils consist primarily of clayey sand, sandy lean clay, and silty sand materials. These soils generally fall within the Hydrologic Soil Group (HSG) "D".

Groundwater was found to be present in seven of the borings, and was generally at an elevation of 996 to 1008.5.

See Appendix D for soil information.

1.4 Curve Numbers

Curve Numbers (CN) were selected based on the Soil Conservation Service (SCS) Technical Release 55 last revised in 1986.

The existing and proposed site is mainly a combination of bituminous, concrete, rooftops, agricultural land, and grassland. A CN of 98 was selected for all bituminous, gravel, and concrete surfaces and a CN of 80 was selected for any grassy pervious areas, which is consistent with grassy areas in the HSG "D".

1.5 Time of Concentration

The times of concentration were calculated using a combination of sheet flow and shallow concentrated flow. These methods require the length, slope of the water course and the water course characteristics for calculating the time of concentration, which were measured from the existing and proposed topography. Per the SCS Technical Release 55, a minimum time of concentration of 6 minutes was used for the analysis. See HydroCAD models in Appendix A and B.

2.0 STORMWATER ANALYSIS

The surface water analysis was completed using HydroCAD software, based on the SCS methodologies with Atlas 14 storms. The peak elevations and runoff rates were modeled for the 2-year (2.66”), 10-year (3.84”) and 100-year (6.40”) events. See Appendix A and B for HydroCAD models.

2.1 Peak Elevations

For the proposed filtration basins, the 2-year, 10-year and 100-year high water levels have been calculated. See Table 1.

Table 1
High Water Elevations
Kwik Trip Convenience Store 1203
Redwood Falls, Minnesota

Basin	Bottom	2y HWL	10y HWL	100y HWL
Filtration Basin 10	1012.0	1013.0	1013.7	1015.0
Filtration Basin 20	1012.0	1013.0	1013.8	1015.1

2.2 Runoff Control Analysis

All stormwater from the site either discharges to the culvert in the northwest corner of the site or to the draintile system. As such, runoff rates are compared for both areas.

Table 2
Runoff Comparison 1
Kwik Trip Convenience Store 1203
Redwood Falls, Minnesota

Runoff to NW culvert			
Condition	2y Storm (cfs)	10y Storm (cfs)	100y Storm (cfs)
Existing (2P)	4.8	8.0	14.1
Proposed (3P)	2.4	4.1	7.9

Table 3
Runoff Comparison 1
Kwik Trip Convenience Store 1203
Redwood Falls, Minnesota

Runoff to Draintile			
Condition	2y Storm (cfs)	10y Storm (cfs)	100y Storm (cfs)
Existing (1P)	9.1	11.3	17.9
Proposed (X)	8.7	11.3	15.0

Note that for all events, the proposed runoff rates are reduced from or equal to existing. Volumes were reduced as much as possible, however since infiltration is not allowed for runoff from fueling areas, volumes were not reduced from existing.

2.3 Water Quality Analysis

The MPCA Construction Stormwater Permit requires sites to provide a water quality volume of 1-inch of runoff from newly created impervious surfaces. The proposed site will create approximately 1.402 acres of impervious surface. The water quality requirement for the impervious surface area is 0.117 acre-feet. The onsite filtration basins provide a water quality volume of 0.506 acre-feet and 0.286 acre-feet. The total water quality treatment volume is 0.792 acre-feet. The proposed basins meet and exceed the MPCA Construction Stormwater Permit. See Appendix C for design calculations.

Pretreatment for the stormwater treatment facilities will be provided by sump manholes equipped with SNOUT oil/water/debris separators.

2.4 Public Ditch Realignment

Public Ditch 48 traverses the site from northwest to southeast as a 14-inch concrete draitile. As part of the project, approximately 430' of the 14-inch draitile will be removed and replaced with approximately 538' of 15-inch reinforced concrete pipe. The public ditch will be realigned to allow for development of the site.

It is understood that a petition to the public ditch authority to realign Public Ditch 48 will be required per MN Statute 103E. This petition will be submitted upon review and approval of the proposed site construction plans.

2.5 Storm Sewer Design

All storm sewers have been designed to accommodate the 10-year storm. The HydroCAD model was used to model the pond outlets, and a rational method spreadsheet was used to design the storm sewer serving the site. See Appendix C for rational method spreadsheet.

2.6 Conclusion

Water quality treatment for the site is provided by the onsite filtration basins. Proposed runoff rates have been decreased for all design events and volumes have been reduced as much as possible. All storm sewers have been sized to accommodate the 10-year storm, at a minimum. Sump manholes equipped with SNOUTs will be used to prevent floatables, trash, and sediment from being conveyed downstream.

3.0 CERTIFICATION

I hereby certify that this plan, specification or report 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.

This Stormwater Management Plan was prepared by:



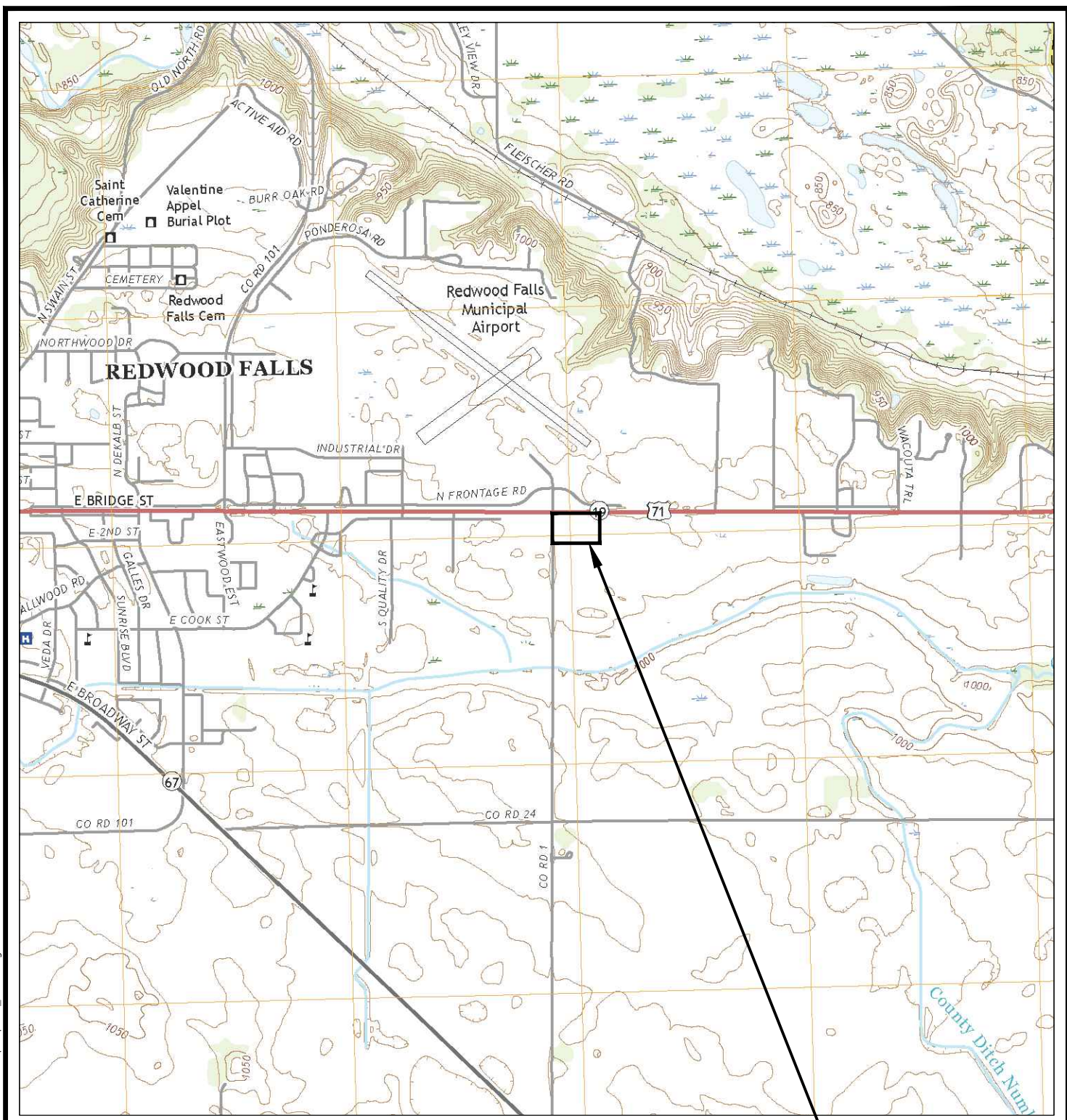
Joseph T. Radach, P.E.
License #: 45889

1/3/22

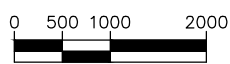
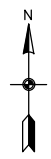
Date

FIGURES

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SITE LOCATION

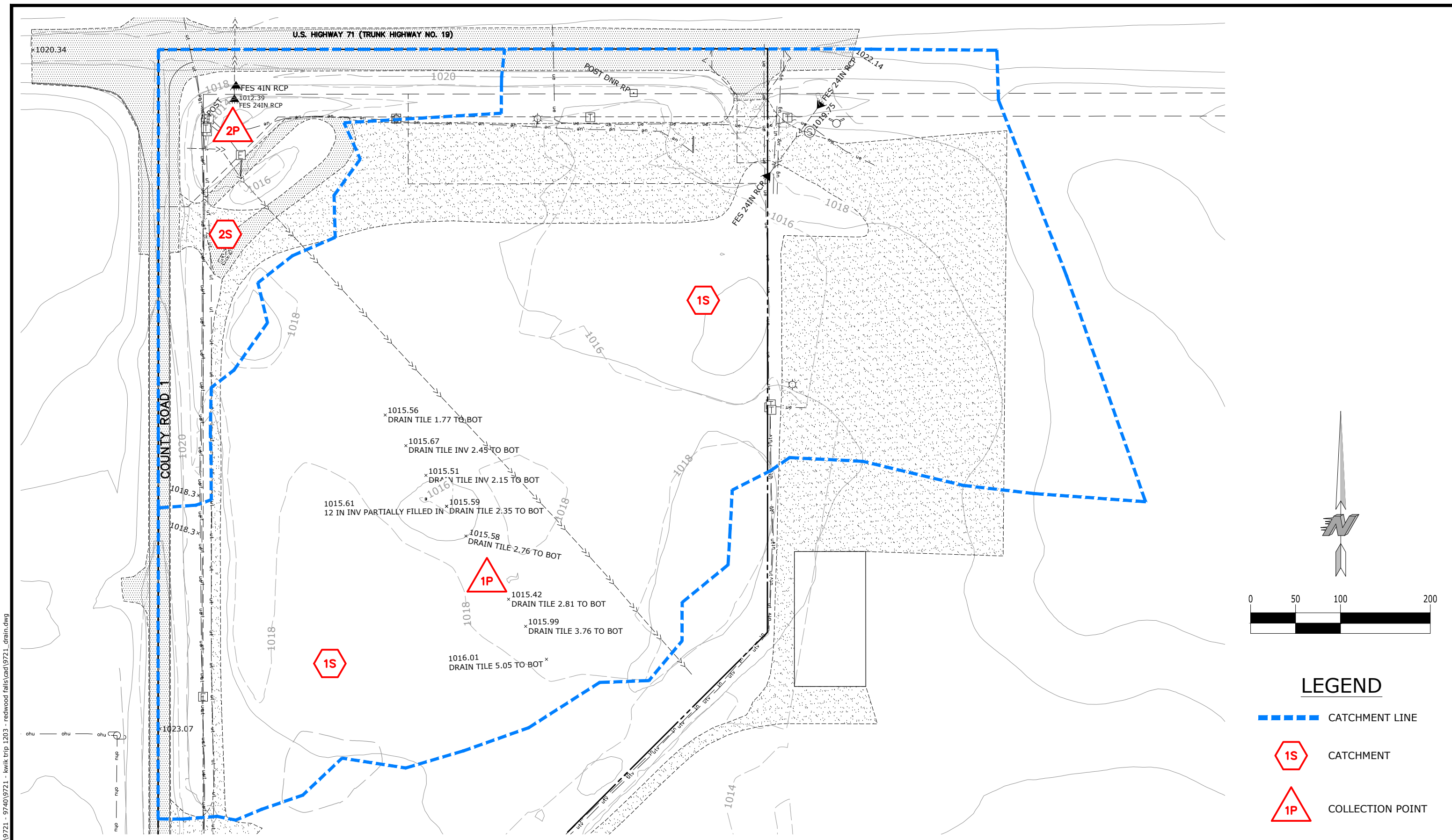


SOURCE: USGS REDWOOD FALLS 7.5 MIN. QUADRANGLE



KWIK TRIP STORE 1203
W/1-BAY CARWASH &
SIDE DIESEL
Redwood Falls, Minnesota

FIGURE 1
SITE LOCATION MAP



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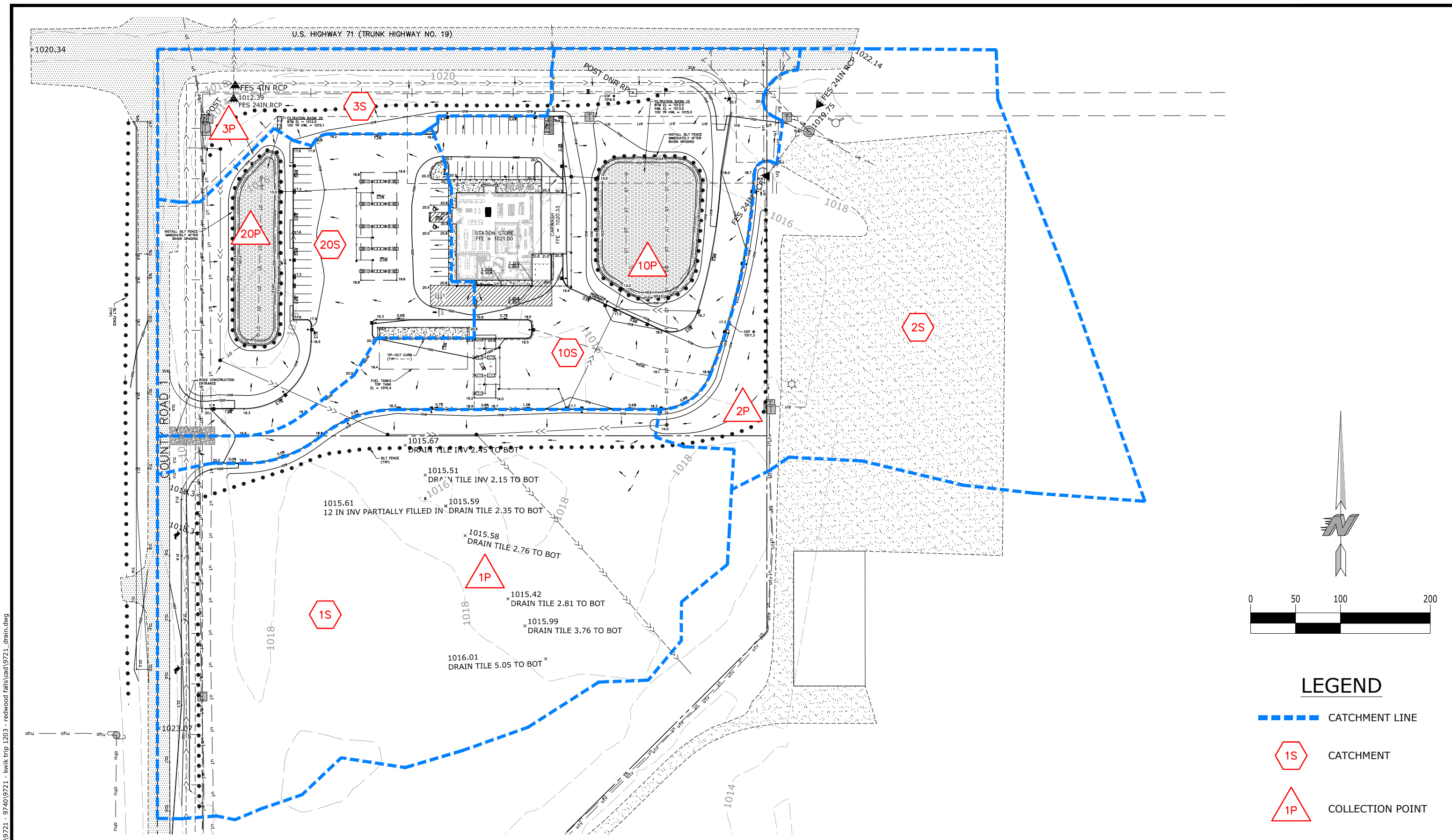


Notes:

KWIK TRIP, INC.
 1626 Oak Street
 La Crosse, WI 54602

KWIK TRIP STORE 1203
W/1-BAY CARWASH & SIDE
DIESEL
 Redwood Falls, Minnesota

FIGURE 2
EXISTING CONDITIONS
DRAINAGE MAP



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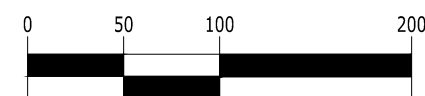
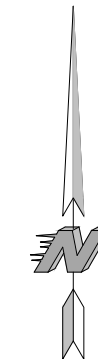
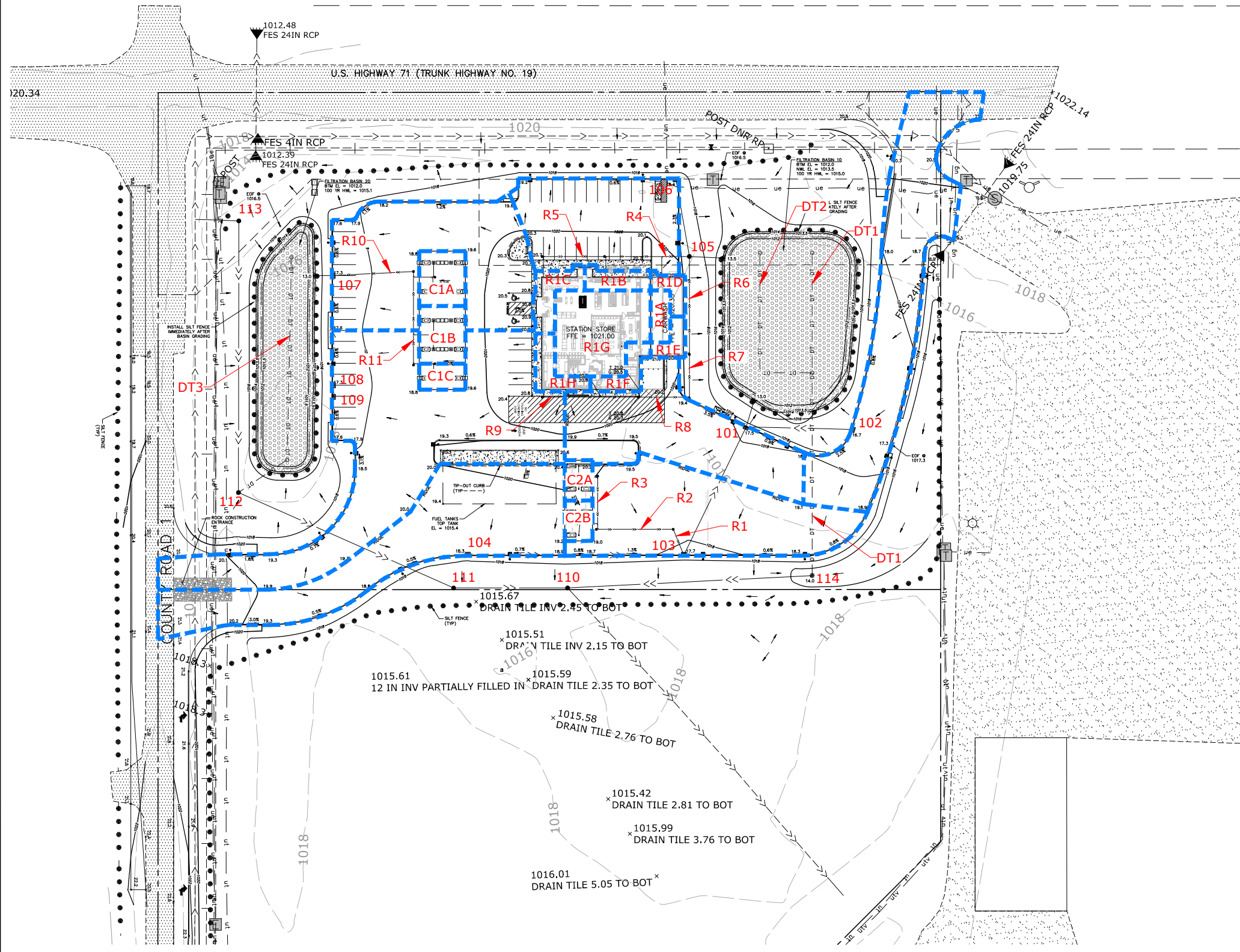


Notes:

KWIK TRIP, INC.
 1626 Oak Street
 La Crosse, WI 54602

KWIK TRIP STORE 1203
W/1-BAY CARWASH & SIDE
DIESEL
 Redwood Falls, Minnesota

FIGURE 3
PROPOSED CONDITIONS
DRAINAGE MAP



LEGEND

- - - - - CATCHMENT LINE
- - - - - 101 CATCHMENT

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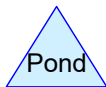
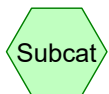
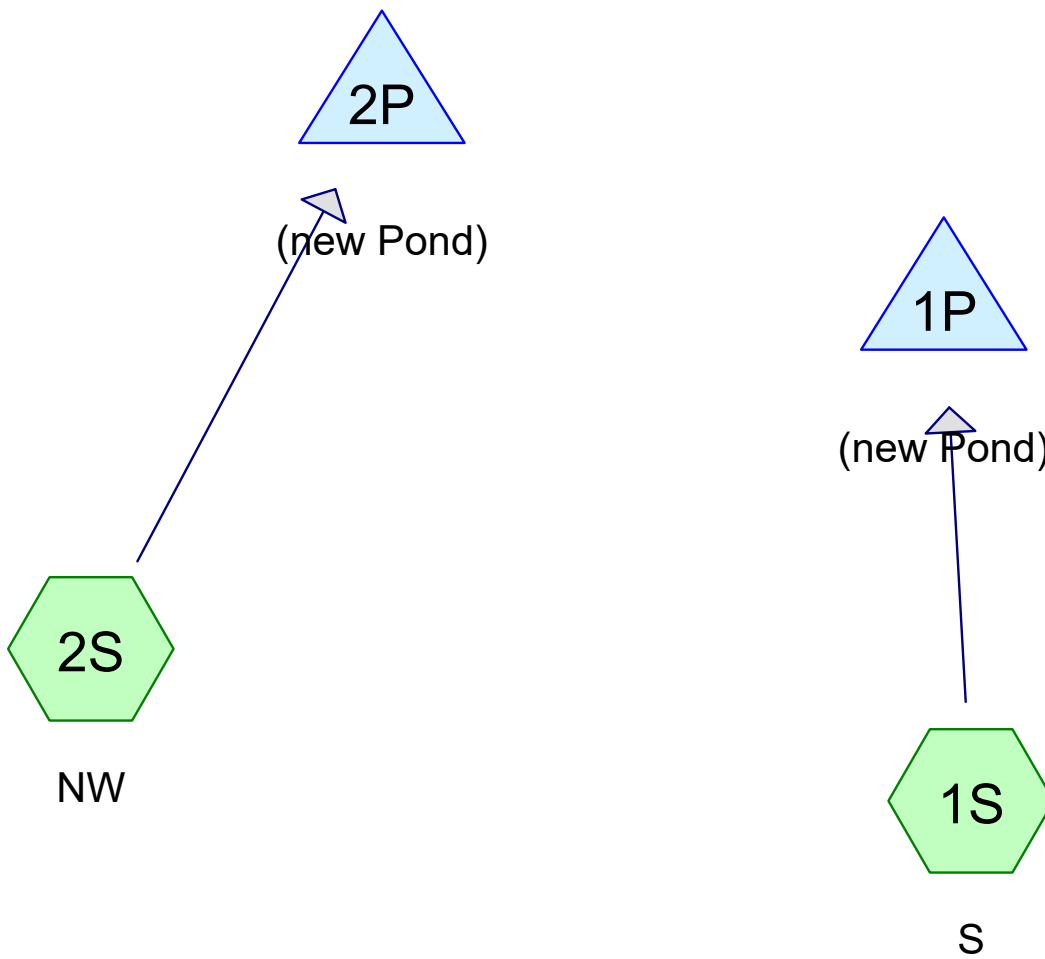
Notes:

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KWIK TRIP STORE 1203
W/1-BAY CARWASH & SIDE
DIESEL
 Redwood Falls, Minnesota

FIGURE 4
STORM SEWER
DRAINAGE MAP

APPENDIX A



Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
9.905	80	>75% Grass cover, Good, HSG D (1S, 2S)
5.369	98	Paved parking, HSG D (1S, 2S)
15.274	86	TOTAL AREA

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: S

Runoff Area=13.349 ac 34.11% Impervious Runoff Depth>1.31"
 Flow Length=317' Tc=19.1 min CN=86 Runoff=20.95 cfs 1.459 af

Subcatchment 2S: NW

Runoff Area=1.925 ac 42.34% Impervious Runoff Depth>1.46"
 Flow Length=375' Tc=6.0 min CN=88 Runoff=5.20 cfs 0.234 af

Pond 1P: (new Pond)

Peak Elev=1,016.64' Storage=0.353 af Inflow=20.95 cfs 1.459 af
 Outflow=9.10 cfs 1.458 af

Pond 2P: (new Pond)

Peak Elev=1,013.35' Storage=0.013 af Inflow=5.20 cfs 0.234 af
 Outflow=4.84 cfs 0.233 af

Total Runoff Area = 15.274 ac Runoff Volume = 1.693 af Average Runoff Depth = 1.33"
64.85% Pervious = 9.905 ac 35.15% Impervious = 5.369 ac

Summary for Subcatchment 1S: S

Runoff = 20.95 cfs @ 12.29 hrs, Volume= 1.459 af, Depth> 1.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
8.795	80	>75% Grass cover, Good, HSG D
4.554	98	Paved parking, HSG D
13.349	86	Weighted Average
8.795		65.89% Pervious Area
4.554		34.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

Summary for Subcatchment 2S: NW

Runoff = 5.20 cfs @ 12.13 hrs, Volume= 0.234 af, Depth> 1.46"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
0.815	98	Paved parking, HSG D
1.110	80	>75% Grass cover, Good, HSG D
1.925	88	Weighted Average
1.110		57.66% Pervious Area
0.815		42.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

Summary for Pond 1P: (new Pond)

Inflow Area = 13.349 ac, 34.11% Impervious, Inflow Depth > 1.31" for 2-yr event
 Inflow = 20.95 cfs @ 12.29 hrs, Volume= 1.459 af
 Outflow = 9.10 cfs @ 12.59 hrs, Volume= 1.458 af, Atten= 57%, Lag= 18.3 min
 Primary = 9.10 cfs @ 12.59 hrs, Volume= 1.458 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,016.64' @ 12.59 hrs Surf.Area= 0.587 ac Storage= 0.353 af

Plug-Flow detention time= 13.9 min calculated for 1.453 af (100% of inflow)
 Center-of-Mass det. time= 13.5 min (807.9 - 794.4)

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	2.143 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.759	0.517	0.593
1,018.00	2.342	1.550	2.143

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	6.0" Horiz. Orifice/Grate X 9.00 C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=9.09 cfs @ 12.59 hrs HW=1,016.64' (Free Discharge)
 ↳ **1=Orifice/Grate** (Orifice Controls 9.09 cfs @ 5.15 fps)

Summary for Pond 2P: (new Pond)

Inflow Area = 1.925 ac, 42.34% Impervious, Inflow Depth > 1.46" for 2-yr event
 Inflow = 5.20 cfs @ 12.13 hrs, Volume= 0.234 af
 Outflow = 4.84 cfs @ 12.16 hrs, Volume= 0.233 af, Atten= 7%, Lag= 1.4 min
 Primary = 4.84 cfs @ 12.16 hrs, Volume= 0.233 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.35' @ 12.16 hrs Surf.Area= 0.023 ac Storage= 0.013 af

Plug-Flow detention time= 3.3 min calculated for 0.233 af (100% of inflow)
 Center-of-Mass det. time= 2.4 min (781.6 - 779.2)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	24.0" Vert. Orifice/Grate C= 0.600

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MSE 24-hr 3 2-yr Rainfall=2.66"

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Primary OutFlow Max=4.75 cfs @ 12.16 hrs HW=1,013.34' (Free Discharge)

↳ **1=Orifice/Grate** (Orifice Controls 4.75 cfs @ 3.29 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: S

Runoff Area=13.349 ac 34.11% Impervious Runoff Depth>2.30"
Flow Length=317' Tc=19.1 min CN=86 Runoff=36.45 cfs 2.561 af

Subcatchment 2S: NW

Runoff Area=1.925 ac 42.34% Impervious Runoff Depth>2.49"
Flow Length=375' Tc=6.0 min CN=88 Runoff=8.63 cfs 0.399 af

Pond 1P: (new Pond)

Peak Elev=1,017.25' Storage=0.829 af Inflow=36.45 cfs 2.561 af
Outflow=11.25 cfs 2.559 af

Pond 2P: (new Pond)

Peak Elev=1,013.66' Storage=0.021 af Inflow=8.63 cfs 0.399 af
Outflow=8.02 cfs 0.398 af

Total Runoff Area = 15.274 ac Runoff Volume = 2.959 af Average Runoff Depth = 2.33"
64.85% Pervious = 9.905 ac 35.15% Impervious = 5.369 ac

Summary for Subcatchment 1S: S

Runoff = 36.45 cfs @ 12.28 hrs, Volume= 2.561 af, Depth> 2.30"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
8.795	80	>75% Grass cover, Good, HSG D
4.554	98	Paved parking, HSG D
13.349	86	Weighted Average
8.795		65.89% Pervious Area
4.554		34.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

Summary for Subcatchment 2S: NW

Runoff = 8.63 cfs @ 12.13 hrs, Volume= 0.399 af, Depth> 2.49"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
0.815	98	Paved parking, HSG D
1.110	80	>75% Grass cover, Good, HSG D
1.925	88	Weighted Average
1.110		57.66% Pervious Area
0.815		42.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

Summary for Pond 1P: (new Pond)

Inflow Area = 13.349 ac, 34.11% Impervious, Inflow Depth > 2.30" for 10-yr event
 Inflow = 36.45 cfs @ 12.28 hrs, Volume= 2.561 af
 Outflow = 11.25 cfs @ 12.69 hrs, Volume= 2.559 af, Atten= 69%, Lag= 24.1 min
 Primary = 11.25 cfs @ 12.69 hrs, Volume= 2.559 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,017.25' @ 12.69 hrs Surf.Area= 1.151 ac Storage= 0.829 af

Plug-Flow detention time= 27.1 min calculated for 2.550 af (100% of inflow)
 Center-of-Mass det. time= 26.7 min (811.9 - 785.2)

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	2.143 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.759	0.517	0.593
1,018.00	2.342	1.550	2.143

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	6.0" Horiz. Orifice/Grate X 9.00 C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=11.25 cfs @ 12.69 hrs HW=1,017.25' (Free Discharge)
 ↳ **1=Orifice/Grate** (Orifice Controls 11.25 cfs @ 6.36 fps)

Summary for Pond 2P: (new Pond)

Inflow Area = 1.925 ac, 42.34% Impervious, Inflow Depth > 2.49" for 10-yr event
 Inflow = 8.63 cfs @ 12.13 hrs, Volume= 0.399 af
 Outflow = 8.02 cfs @ 12.16 hrs, Volume= 0.398 af, Atten= 7%, Lag= 1.5 min
 Primary = 8.02 cfs @ 12.16 hrs, Volume= 0.398 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.66' @ 12.16 hrs Surf.Area= 0.029 ac Storage= 0.021 af

Plug-Flow detention time= 2.9 min calculated for 0.398 af (100% of inflow)
 Center-of-Mass det. time= 2.3 min (772.5 - 770.2)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	24.0" Vert. Orifice/Grate C= 0.600

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Prepared by wilk0260

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MSE 24-hr 3 10-yr Rainfall=3.84"

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Primary OutFlow Max=7.89 cfs @ 12.16 hrs HW=1,013.65' (Free Discharge)

↳ **1=Orifice/Grate** (Orifice Controls 7.89 cfs @ 3.81 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: S

Runoff Area=13.349 ac 34.11% Impervious Runoff Depth>4.61"
 Flow Length=317' Tc=19.1 min CN=86 Runoff=71.04 cfs 5.132 af

Subcatchment 2S: NW

Runoff Area=1.925 ac 42.34% Impervious Runoff Depth>4.85"
 Flow Length=375' Tc=6.0 min CN=88 Runoff=16.12 cfs 0.777 af

Pond 1P: (new Pond)

Peak Elev=1,019.93' Storage=2.143 af Inflow=71.04 cfs 5.132 af
 Outflow=17.91 cfs 5.129 af

Pond 2P: (new Pond)

Peak Elev=1,014.26' Storage=0.044 af Inflow=16.12 cfs 0.777 af
 Outflow=14.14 cfs 0.777 af

Total Runoff Area = 15.274 ac Runoff Volume = 5.910 af Average Runoff Depth = 4.64"
64.85% Pervious = 9.905 ac 35.15% Impervious = 5.369 ac

Summary for Subcatchment 1S: S

Runoff = 71.04 cfs @ 12.28 hrs, Volume= 5.132 af, Depth> 4.61"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
8.795	80	>75% Grass cover, Good, HSG D
4.554	98	Paved parking, HSG D
13.349	86	Weighted Average
8.795		65.89% Pervious Area
4.554		34.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

Summary for Subcatchment 2S: NW

Runoff = 16.12 cfs @ 12.13 hrs, Volume= 0.777 af, Depth> 4.85"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
0.815	98	Paved parking, HSG D
1.110	80	>75% Grass cover, Good, HSG D
1.925	88	Weighted Average
1.110		57.66% Pervious Area
0.815		42.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

Summary for Pond 1P: (new Pond)

Inflow Area = 13.349 ac, 34.11% Impervious, Inflow Depth > 4.61" for 100-yr event
 Inflow = 71.04 cfs @ 12.28 hrs, Volume= 5.132 af
 Outflow = 17.91 cfs @ 12.80 hrs, Volume= 5.129 af, Atten= 75%, Lag= 31.3 min
 Primary = 17.91 cfs @ 12.80 hrs, Volume= 5.129 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,019.93' @ 12.80 hrs Surf.Area= 2.342 ac Storage= 2.143 af

Plug-Flow detention time= 60.1 min calculated for 5.112 af (100% of inflow)
 Center-of-Mass det. time= 59.7 min (833.1 - 773.4)

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	2.143 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.759	0.517	0.593
1,018.00	2.342	1.550	2.143

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	6.0" Horiz. Orifice/Grate X 9.00 C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=17.87 cfs @ 12.80 hrs HW=1,019.91' (Free Discharge)
 ←1=Orifice/Grate (Orifice Controls 17.87 cfs @ 10.11 fps)

Summary for Pond 2P: (new Pond)

Inflow Area = 1.925 ac, 42.34% Impervious, Inflow Depth > 4.85" for 100-yr event
 Inflow = 16.12 cfs @ 12.13 hrs, Volume= 0.777 af
 Outflow = 14.14 cfs @ 12.16 hrs, Volume= 0.777 af, Atten= 12%, Lag= 2.1 min
 Primary = 14.14 cfs @ 12.16 hrs, Volume= 0.777 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,014.26' @ 12.16 hrs Surf.Area= 0.055 ac Storage= 0.044 af

Plug-Flow detention time= 2.6 min calculated for 0.777 af (100% of inflow)
 Center-of-Mass det. time= 2.1 min (760.8 - 758.7)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	24.0" Vert. Orifice/Grate C= 0.600

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Prepared by wilk0260

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MSE 24-hr 3 100-yr Rainfall=6.40"

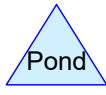
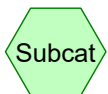
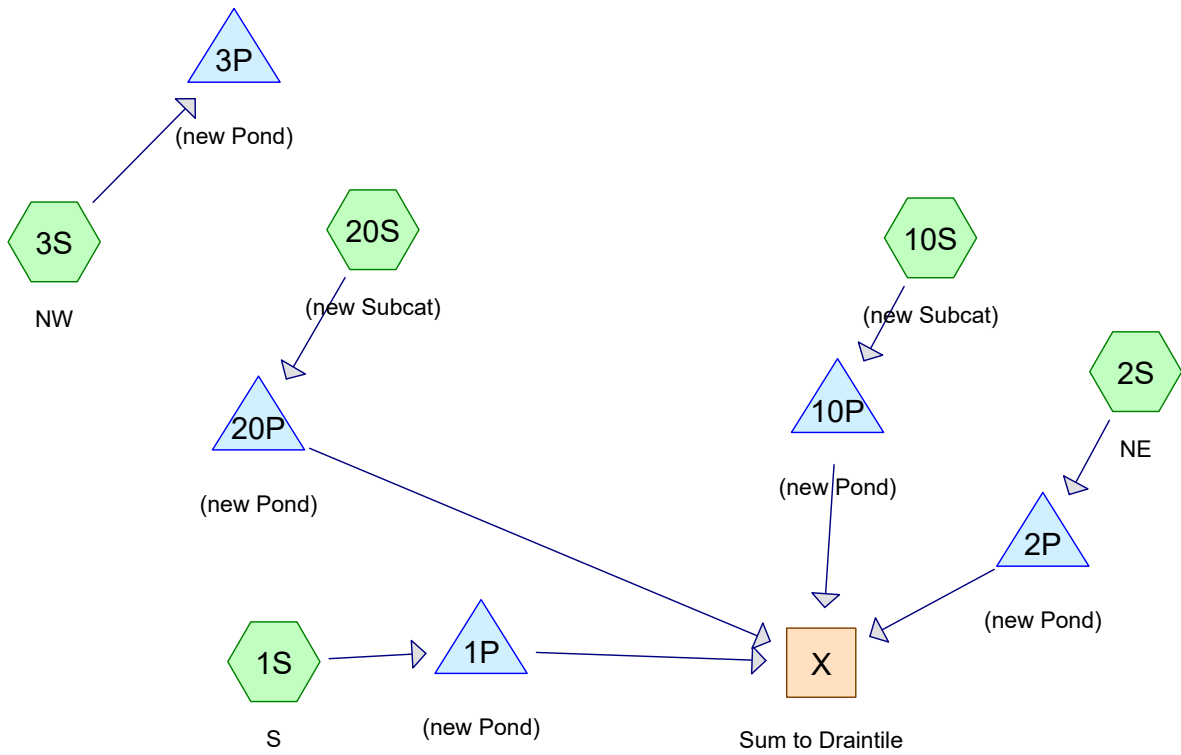
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Primary OutFlow Max=13.89 cfs @ 12.16 hrs HW=1,014.23' (Free Discharge)

↳ **1=Orifice/Grate** (Orifice Controls 13.89 cfs @ 4.61 fps)

APPENDIX B



Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
8.503	80	>75% Grass cover, Good, HSG D (1S, 2S, 3S, 10S, 20S)
6.771	98	Paved parking, HSG D (1S, 2S, 3S, 10S, 20S)
15.274	88	TOTAL AREA

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: S	Runoff Area=5.015 ac 4.59% Impervious Runoff Depth>1.00" Flow Length=317' Tc=19.1 min CN=81 Runoff=5.96 cfs 0.419 af
Subcatchment 2S: NE	Runoff Area=3.943 ac 73.57% Impervious Runoff Depth>1.86" Flow Length=318' Tc=21.0 min CN=93 Runoff=8.13 cfs 0.610 af
Subcatchment 3S: NW	Runoff Area=1.046 ac 31.45% Impervious Runoff Depth>1.32" Flow Length=375' Tc=6.0 min CN=86 Runoff=2.57 cfs 0.115 af
Subcatchment 10S: (new Subcat)	Runoff Area=3.206 ac 65.81% Impervious Runoff Depth>1.78" Tc=6.0 min CN=92 Runoff=10.20 cfs 0.474 af
Subcatchment 20S: (new Subcat)	Runoff Area=2.064 ac 58.19% Impervious Runoff Depth>1.61" Tc=6.0 min CN=90 Runoff=6.07 cfs 0.277 af
Reach X: Sum to Draintile	Inflow=8.67 cfs 1.364 af Outflow=8.67 cfs 1.364 af
Pond 1P: (new Pond)	Peak Elev=1,015.85' Storage=0.040 af Inflow=5.96 cfs 0.419 af Outflow=4.50 cfs 0.418 af
Pond 2P: (new Pond)	Peak Elev=1,015.52' Storage=0.139 af Inflow=8.13 cfs 0.610 af Outflow=3.82 cfs 0.609 af
Pond 3P: (new Pond)	Peak Elev=1,013.04' Storage=0.007 af Inflow=2.57 cfs 0.115 af Outflow=2.39 cfs 0.114 af
Pond 10P: (new Pond)	Peak Elev=1,012.97' Storage=0.320 af Inflow=10.20 cfs 0.474 af Outflow=0.28 cfs 0.217 af
Pond 20P: (new Pond)	Peak Elev=1,013.00' Storage=0.191 af Inflow=6.07 cfs 0.277 af Outflow=0.16 cfs 0.120 af

Total Runoff Area = 15.274 ac Runoff Volume = 1.895 af Average Runoff Depth = 1.49"
55.67% Pervious = 8.503 ac 44.33% Impervious = 6.771 ac

Summary for Subcatchment 1S: S

Runoff = 5.96 cfs @ 12.30 hrs, Volume= 0.419 af, Depth> 1.00"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
4.785	80	>75% Grass cover, Good, HSG D
0.230	98	Paved parking, HSG D
5.015	81	Weighted Average
4.785		95.41% Pervious Area
0.230		4.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

Summary for Subcatchment 2S: NE

Runoff = 8.13 cfs @ 12.30 hrs, Volume= 0.610 af, Depth> 1.86"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
2.901	98	Paved parking, HSG D
1.042	80	>75% Grass cover, Good, HSG D
3.943	93	Weighted Average
1.042		26.43% Pervious Area
2.901		73.57% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
6.2	218	0.0069	0.58		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
21.0	318	Total			

Summary for Subcatchment 3S: NW

Runoff = 2.57 cfs @ 12.13 hrs, Volume= 0.115 af, Depth> 1.32"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
0.329	98	Paved parking, HSG D
0.717	80	>75% Grass cover, Good, HSG D
1.046	86	Weighted Average
0.717		68.55% Pervious Area
0.329		31.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

Summary for Subcatchment 10S: (new Subcat)

Runoff = 10.20 cfs @ 12.13 hrs, Volume= 0.474 af, Depth> 1.78"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
2.110	98	Paved parking, HSG D
1.096	80	>75% Grass cover, Good, HSG D
3.206	92	Weighted Average
1.096		34.19% Pervious Area
2.110		65.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

Summary for Subcatchment 20S: (new Subcat)

Runoff = 6.07 cfs @ 12.13 hrs, Volume= 0.277 af, Depth> 1.61"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
1.201	98	Paved parking, HSG D
0.863	80	>75% Grass cover, Good, HSG D
2.064	90	Weighted Average
0.863		41.81% Pervious Area
1.201		58.19% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

Summary for Reach X: Sum to DrainTile

Inflow Area = 14.228 ac, 45.28% Impervious, Inflow Depth > 1.15" for 2-yr event
 Inflow = 8.67 cfs @ 12.47 hrs, Volume= 1.364 af
 Outflow = 8.67 cfs @ 12.47 hrs, Volume= 1.364 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond 1P: (new Pond)

Inflow Area = 5.015 ac, 4.59% Impervious, Inflow Depth > 1.00" for 2-yr event
 Inflow = 5.96 cfs @ 12.30 hrs, Volume= 0.419 af
 Outflow = 4.50 cfs @ 12.44 hrs, Volume= 0.418 af, Atten= 24%, Lag= 8.2 min
 Primary = 4.50 cfs @ 12.44 hrs, Volume= 0.418 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,015.85' @ 12.44 hrs Surf.Area= 0.203 ac Storage= 0.040 af

Plug-Flow detention time= 4.0 min calculated for 0.417 af (100% of inflow)
 Center-of-Mass det. time= 3.5 min (808.1 - 804.6)

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	1.934 af	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.680	0.478	0.553
1,018.00	2.081	1.380	1.934

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	6.0" Horiz. Orifice/Grate X 8.00 C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=4.49 cfs @ 12.44 hrs HW=1,015.85' (Free Discharge)
 ←1=Orifice/Grate (Orifice Controls 4.49 cfs @ 2.86 fps)

Summary for Pond 2P: (new Pond)

Inflow Area = 3.943 ac, 73.57% Impervious, Inflow Depth > 1.86" for 2-yr event
 Inflow = 8.13 cfs @ 12.30 hrs, Volume= 0.610 af
 Outflow = 3.82 cfs @ 12.59 hrs, Volume= 0.609 af, Atten= 53%, Lag= 17.2 min
 Primary = 3.82 cfs @ 12.59 hrs, Volume= 0.609 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 1,015.52' @ 12.59 hrs Surf.Area= 0.263 ac Storage= 0.139 af

Plug-Flow detention time= 13.7 min calculated for 0.607 af (100% of inflow)
Center-of-Mass det. time= 13.1 min (790.5 - 777.4)

Volume	Invert	Avail.Storage	Storage Description
#1	1,014.50'	0.830 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,014.50	0.010	0.000	0.000
1,016.00	0.381	0.293	0.293
1,017.00	0.692	0.537	0.830

Device	Routing	Invert	Outlet Devices
#1	Primary	1,014.50'	12.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=3.82 cfs @ 12.59 hrs HW=1,015.52' (Free Discharge)
 ↑**1=Orifice/Grate** (Orifice Controls 3.82 cfs @ 4.87 fps)

Summary for Pond 3P: (new Pond)

Inflow Area = 1.046 ac, 31.45% Impervious, Inflow Depth > 1.32" for 2-yr event
 Inflow = 2.57 cfs @ 12.13 hrs, Volume= 0.115 af
 Outflow = 2.39 cfs @ 12.16 hrs, Volume= 0.114 af, Atten= 7%, Lag= 1.5 min
 Primary = 2.39 cfs @ 12.16 hrs, Volume= 0.114 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.04' @ 12.16 hrs Surf.Area= 0.017 ac Storage= 0.007 af

Plug-Flow detention time= 4.0 min calculated for 0.114 af (99% of inflow)
 Center-of-Mass det. time= 2.9 min (786.6 - 783.7)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	24.0" Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=2.34 cfs @ 12.16 hrs HW=1,013.04' (Free Discharge)
 ↑**1=Orifice/Grate** (Orifice Controls 2.34 cfs @ 2.72 fps)

Summary for Pond 10P: (new Pond)

Inflow Area = 3.206 ac, 65.81% Impervious, Inflow Depth > 1.78" for 2-yr event
 Inflow = 10.20 cfs @ 12.13 hrs, Volume= 0.474 af
 Outflow = 0.28 cfs @ 14.40 hrs, Volume= 0.217 af, Atten= 97%, Lag= 136.4 min
 Primary = 0.28 cfs @ 14.40 hrs, Volume= 0.217 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,012.97' @ 14.40 hrs Surf.Area= 0.344 ac Storage= 0.320 af

Plug-Flow detention time= 208.6 min calculated for 0.216 af (46% of inflow)
 Center-of-Mass det. time= 144.6 min (912.9 - 768.3)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	1.541 af	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.314	0.000	0.000
1,013.50	0.361	0.506	0.506
1,014.00	0.377	0.184	0.691
1,016.00	0.473	0.850	1.541

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	0.800 in/hr Exfiltration over Surface area

Primary OutFlow Max=0.28 cfs @ 14.40 hrs HW=1,012.97' (Free Discharge)
 ↖1=Exfiltration (Exfiltration Controls 0.28 cfs)

Summary for Pond 20P: (new Pond)

Inflow Area = 2.064 ac, 58.19% Impervious, Inflow Depth > 1.61" for 2-yr event
 Inflow = 6.07 cfs @ 12.13 hrs, Volume= 0.277 af
 Outflow = 0.16 cfs @ 14.95 hrs, Volume= 0.120 af, Atten= 97%, Lag= 169.2 min
 Primary = 0.16 cfs @ 14.95 hrs, Volume= 0.120 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.00' @ 14.95 hrs Surf.Area= 0.199 ac Storage= 0.191 af

Plug-Flow detention time= 215.2 min calculated for 0.119 af (43% of inflow)
 Center-of-Mass det. time= 150.3 min (924.4 - 774.1)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	0.929 af	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.166	0.000	0.000
1,013.50	0.215	0.286	0.286
1,014.00	0.231	0.112	0.397
1,016.00	0.301	0.532	0.929

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Prepared by wilk0260

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MSE 24-hr 3 2-yr Rainfall=2.66"

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Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	0.800 in/hr Exfiltration over Surface area

Primary OutFlow Max=0.16 cfs @ 14.95 hrs HW=1,013.00' (Free Discharge)
↑**1=Exfiltration** (Exfiltration Controls 0.16 cfs)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: S	Runoff Area=5.015 ac 4.59% Impervious Runoff Depth>1.90" Flow Length=317' Tc=19.1 min CN=81 Runoff=11.38 cfs 0.792 af
Subcatchment 2S: NE	Runoff Area=3.943 ac 73.57% Impervious Runoff Depth>2.96" Flow Length=318' Tc=21.0 min CN=93 Runoff=12.63 cfs 0.971 af
Subcatchment 3S: NW	Runoff Area=1.046 ac 31.45% Impervious Runoff Depth>2.31" Flow Length=375' Tc=6.0 min CN=86 Runoff=4.42 cfs 0.201 af
Subcatchment 10S: (new Subcat)	Runoff Area=3.206 ac 65.81% Impervious Runoff Depth>2.86" Tc=6.0 min CN=92 Runoff=15.95 cfs 0.765 af
Subcatchment 20S: (new Subcat)	Runoff Area=2.064 ac 58.19% Impervious Runoff Depth>2.67" Tc=6.0 min CN=90 Runoff=9.78 cfs 0.459 af
Reach X: Sum to Draintile	Inflow=11.33 cfs 2.156 af Outflow=11.33 cfs 2.156 af
Pond 1P: (new Pond)	Peak Elev=1,016.21' Storage=0.140 af Inflow=11.38 cfs 0.792 af Outflow=6.35 cfs 0.791 af
Pond 2P: (new Pond)	Peak Elev=1,015.96' Storage=0.279 af Inflow=12.63 cfs 0.971 af Outflow=4.57 cfs 0.970 af
Pond 3P: (new Pond)	Peak Elev=1,013.27' Storage=0.011 af Inflow=4.42 cfs 0.201 af Outflow=4.13 cfs 0.201 af
Pond 10P: (new Pond)	Peak Elev=1,013.65' Storage=0.559 af Inflow=15.95 cfs 0.765 af Outflow=0.29 cfs 0.251 af
Pond 20P: (new Pond)	Peak Elev=1,013.75' Storage=0.341 af Inflow=9.78 cfs 0.459 af Outflow=0.18 cfs 0.144 af

Total Runoff Area = 15.274 ac Runoff Volume = 3.189 af Average Runoff Depth = 2.51"
55.67% Pervious = 8.503 ac 44.33% Impervious = 6.771 ac

Summary for Subcatchment 1S: S

Runoff = 11.38 cfs @ 12.29 hrs, Volume= 0.792 af, Depth> 1.90"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
4.785	80	>75% Grass cover, Good, HSG D
0.230	98	Paved parking, HSG D
5.015	81	Weighted Average
4.785		95.41% Pervious Area
0.230		4.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

Summary for Subcatchment 2S: NE

Runoff = 12.63 cfs @ 12.30 hrs, Volume= 0.971 af, Depth> 2.96"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
2.901	98	Paved parking, HSG D
1.042	80	>75% Grass cover, Good, HSG D
3.943	93	Weighted Average
1.042		26.43% Pervious Area
2.901		73.57% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
6.2	218	0.0069	0.58		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
21.0	318	Total			

Summary for Subcatchment 3S: NW

Runoff = 4.42 cfs @ 12.13 hrs, Volume= 0.201 af, Depth> 2.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
0.329	98	Paved parking, HSG D
0.717	80	>75% Grass cover, Good, HSG D
1.046	86	Weighted Average
0.717		68.55% Pervious Area
0.329		31.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

Summary for Subcatchment 10S: (new Subcat)

Runoff = 15.95 cfs @ 12.13 hrs, Volume= 0.765 af, Depth> 2.86"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
2.110	98	Paved parking, HSG D
1.096	80	>75% Grass cover, Good, HSG D
3.206	92	Weighted Average
1.096		34.19% Pervious Area
2.110		65.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

Summary for Subcatchment 20S: (new Subcat)

Runoff = 9.78 cfs @ 12.13 hrs, Volume= 0.459 af, Depth> 2.67"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
1.201	98	Paved parking, HSG D
0.863	80	>75% Grass cover, Good, HSG D
2.064	90	Weighted Average
0.863		41.81% Pervious Area
1.201		58.19% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

Summary for Reach X: Sum to Draintile

Inflow Area = 14.228 ac, 45.28% Impervious, Inflow Depth > 1.82" for 10-yr event
 Inflow = 11.33 cfs @ 12.55 hrs, Volume= 2.156 af
 Outflow = 11.33 cfs @ 12.55 hrs, Volume= 2.156 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond 1P: (new Pond)

Inflow Area = 5.015 ac, 4.59% Impervious, Inflow Depth > 1.90" for 10-yr event
 Inflow = 11.38 cfs @ 12.29 hrs, Volume= 0.792 af
 Outflow = 6.35 cfs @ 12.52 hrs, Volume= 0.791 af, Atten= 44%, Lag= 13.6 min
 Primary = 6.35 cfs @ 12.52 hrs, Volume= 0.791 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,016.21' @ 12.52 hrs Surf.Area= 0.359 ac Storage= 0.140 af

Plug-Flow detention time= 8.0 min calculated for 0.789 af (100% of inflow)
 Center-of-Mass det. time= 7.6 min (801.9 - 794.3)

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	1.934 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.680	0.478	0.553
1,018.00	2.081	1.380	1.934

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	6.0" Horiz. Orifice/Grate X 8.00 C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=6.34 cfs @ 12.52 hrs HW=1,016.20' (Free Discharge)
 ←1=Orifice/Grate (Orifice Controls 6.34 cfs @ 4.04 fps)

Summary for Pond 2P: (new Pond)

Inflow Area = 3.943 ac, 73.57% Impervious, Inflow Depth > 2.96" for 10-yr event
 Inflow = 12.63 cfs @ 12.30 hrs, Volume= 0.971 af
 Outflow = 4.57 cfs @ 12.67 hrs, Volume= 0.970 af, Atten= 64%, Lag= 21.8 min
 Primary = 4.57 cfs @ 12.67 hrs, Volume= 0.970 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 1,015.96' @ 12.67 hrs Surf.Area= 0.372 ac Storage= 0.279 af

Plug-Flow detention time= 22.1 min calculated for 0.970 af (100% of inflow)
Center-of-Mass det. time= 21.6 min (791.0 - 769.4)

Volume	Invert	Avail.Storage	Storage Description
#1	1,014.50'	0.830 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,014.50	0.010	0.000	0.000
1,016.00	0.381	0.293	0.293
1,017.00	0.692	0.537	0.830

Device	Routing	Invert	Outlet Devices
#1	Primary	1,014.50'	12.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=4.57 cfs @ 12.67 hrs HW=1,015.96' (Free Discharge)
 ↳ **1=Orifice/Grate** (Orifice Controls 4.57 cfs @ 5.82 fps)

Summary for Pond 3P: (new Pond)

Inflow Area = 1.046 ac, 31.45% Impervious, Inflow Depth > 2.31" for 10-yr event
 Inflow = 4.42 cfs @ 12.13 hrs, Volume= 0.201 af
 Outflow = 4.13 cfs @ 12.16 hrs, Volume= 0.201 af, Atten= 7%, Lag= 1.4 min
 Primary = 4.13 cfs @ 12.16 hrs, Volume= 0.201 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.27' @ 12.16 hrs Surf.Area= 0.021 ac Storage= 0.011 af

Plug-Flow detention time= 3.5 min calculated for 0.200 af (99% of inflow)
 Center-of-Mass det. time= 2.6 min (777.1 - 774.5)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	24.0" Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=4.06 cfs @ 12.16 hrs HW=1,013.26' (Free Discharge)
 ↳ **1=Orifice/Grate** (Orifice Controls 4.06 cfs @ 3.15 fps)

Summary for Pond 10P: (new Pond)

Inflow Area = 3.206 ac, 65.81% Impervious, Inflow Depth > 2.86" for 10-yr event
 Inflow = 15.95 cfs @ 12.13 hrs, Volume= 0.765 af
 Outflow = 0.29 cfs @ 15.10 hrs, Volume= 0.251 af, Atten= 98%, Lag= 178.6 min
 Primary = 0.29 cfs @ 15.10 hrs, Volume= 0.251 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.65' @ 15.10 hrs Surf.Area= 0.366 ac Storage= 0.559 af

Plug-Flow detention time= 205.1 min calculated for 0.251 af (33% of inflow)
 Center-of-Mass det. time= 125.2 min (885.2 - 760.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	1.541 af	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.314	0.000	0.000
1,013.50	0.361	0.506	0.506
1,014.00	0.377	0.184	0.691
1,016.00	0.473	0.850	1.541

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	0.800 in/hr Exfiltration over Surface area

Primary OutFlow Max=0.29 cfs @ 15.10 hrs HW=1,013.65' (Free Discharge)
 ↳1=Exfiltration (Exfiltration Controls 0.29 cfs)

Summary for Pond 20P: (new Pond)

Inflow Area = 2.064 ac, 58.19% Impervious, Inflow Depth > 2.67" for 10-yr event
 Inflow = 9.78 cfs @ 12.13 hrs, Volume= 0.459 af
 Outflow = 0.18 cfs @ 15.11 hrs, Volume= 0.144 af, Atten= 98%, Lag= 179.0 min
 Primary = 0.18 cfs @ 15.11 hrs, Volume= 0.144 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.75' @ 15.11 hrs Surf.Area= 0.223 ac Storage= 0.341 af

Plug-Flow detention time= 214.6 min calculated for 0.144 af (31% of inflow)
 Center-of-Mass det. time= 137.2 min (902.7 - 765.5)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	0.929 af	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.166	0.000	0.000
1,013.50	0.215	0.286	0.286
1,014.00	0.231	0.112	0.397
1,016.00	0.301	0.532	0.929

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Prepared by wilk0260

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Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	0.800 in/hr Exfiltration over Surface area

Primary OutFlow Max=0.18 cfs @ 15.11 hrs HW=1,013.75' (Free Discharge)
↑**1=Exfiltration** (Exfiltration Controls 0.18 cfs)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: S Runoff Area=5.015 ac 4.59% Impervious Runoff Depth>4.08"
Flow Length=317' Tc=19.1 min CN=81 Runoff=24.11 cfs 1.705 af

Subcatchment 2S: NE Runoff Area=3.943 ac 73.57% Impervious Runoff Depth>5.39"
Flow Length=318' Tc=21.0 min CN=93 Runoff=22.26 cfs 1.770 af

Subcatchment 3S: NW Runoff Area=1.046 ac 31.45% Impervious Runoff Depth>4.63"
Flow Length=375' Tc=6.0 min CN=86 Runoff=8.49 cfs 0.403 af

Subcatchment 10S: (new Subcat) Runoff Area=3.206 ac 65.81% Impervious Runoff Depth>5.29"
Tc=6.0 min CN=92 Runoff=28.25 cfs 1.413 af

Subcatchment 20S: (new Subcat) Runoff Area=2.064 ac 58.19% Impervious Runoff Depth>5.07"
Tc=6.0 min CN=90 Runoff=17.76 cfs 0.872 af

Reach X: Sum to Draintile Inflow=15.04 cfs 3.985 af
Outflow=15.04 cfs 3.985 af

Pond 1P: (new Pond) Peak Elev=1,016.89' Storage=0.482 af Inflow=24.11 cfs 1.705 af
Outflow=8.92 cfs 1.704 af

Pond 2P: (new Pond) Peak Elev=1,016.70' Storage=0.639 af Inflow=22.26 cfs 1.770 af
Outflow=5.62 cfs 1.768 af

Pond 3P: (new Pond) Peak Elev=1,013.65' Storage=0.021 af Inflow=8.49 cfs 0.403 af
Outflow=7.91 cfs 0.403 af

Pond 10P: (new Pond) Peak Elev=1,015.04' Storage=1.108 af Inflow=28.25 cfs 1.413 af
Outflow=0.34 cfs 0.322 af

Pond 20P: (new Pond) Peak Elev=1,015.11' Storage=0.691 af Inflow=17.76 cfs 0.872 af
Outflow=0.22 cfs 0.191 af

Total Runoff Area = 15.274 ac Runoff Volume = 6.164 af Average Runoff Depth = 4.84"
55.67% Pervious = 8.503 ac 44.33% Impervious = 6.771 ac

Summary for Subcatchment 1S: S

Runoff = 24.11 cfs @ 12.28 hrs, Volume= 1.705 af, Depth> 4.08"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
4.785	80	>75% Grass cover, Good, HSG D
0.230	98	Paved parking, HSG D
5.015	81	Weighted Average
4.785		95.41% Pervious Area
0.230		4.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

Summary for Subcatchment 2S: NE

Runoff = 22.26 cfs @ 12.30 hrs, Volume= 1.770 af, Depth> 5.39"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
2.901	98	Paved parking, HSG D
1.042	80	>75% Grass cover, Good, HSG D
3.943	93	Weighted Average
1.042		26.43% Pervious Area
2.901		73.57% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
6.2	218	0.0069	0.58		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
21.0	318	Total			

Summary for Subcatchment 3S: NW

Runoff = 8.49 cfs @ 12.13 hrs, Volume= 0.403 af, Depth> 4.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
0.329	98	Paved parking, HSG D
0.717	80	>75% Grass cover, Good, HSG D
1.046	86	Weighted Average
0.717		68.55% Pervious Area
0.329		31.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		Sheet Flow, Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

Summary for Subcatchment 10S: (new Subcat)

Runoff = 28.25 cfs @ 12.13 hrs, Volume= 1.413 af, Depth> 5.29"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
2.110	98	Paved parking, HSG D
1.096	80	>75% Grass cover, Good, HSG D
3.206	92	Weighted Average
1.096		34.19% Pervious Area
2.110		65.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

Summary for Subcatchment 20S: (new Subcat)

Runoff = 17.76 cfs @ 12.13 hrs, Volume= 0.872 af, Depth> 5.07"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
1.201	98	Paved parking, HSG D
0.863	80	>75% Grass cover, Good, HSG D
2.064	90	Weighted Average
0.863		41.81% Pervious Area
1.201		58.19% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

Summary for Reach X: Sum to Draintile

Inflow Area = 14.228 ac, 45.28% Impervious, Inflow Depth > 3.36" for 100-yr event
 Inflow = 15.04 cfs @ 12.66 hrs, Volume= 3.985 af
 Outflow = 15.04 cfs @ 12.66 hrs, Volume= 3.985 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond 1P: (new Pond)

Inflow Area = 5.015 ac, 4.59% Impervious, Inflow Depth > 4.08" for 100-yr event
 Inflow = 24.11 cfs @ 12.28 hrs, Volume= 1.705 af
 Outflow = 8.92 cfs @ 12.62 hrs, Volume= 1.704 af, Atten= 63%, Lag= 20.5 min
 Primary = 8.92 cfs @ 12.62 hrs, Volume= 1.704 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,016.89' @ 12.62 hrs Surf.Area= 0.636 ac Storage= 0.482 af

Plug-Flow detention time= 19.4 min calculated for 1.704 af (100% of inflow)
 Center-of-Mass det. time= 19.1 min (800.9 - 781.8)

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	1.934 af	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.680	0.478	0.553
1,018.00	2.081	1.380	1.934

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	6.0" Horiz. Orifice/Grate X 8.00 C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=8.92 cfs @ 12.62 hrs HW=1,016.89' (Free Discharge)
 ←1=Orifice/Grate (Orifice Controls 8.92 cfs @ 5.68 fps)

Summary for Pond 2P: (new Pond)

Inflow Area = 3.943 ac, 73.57% Impervious, Inflow Depth > 5.39" for 100-yr event
 Inflow = 22.26 cfs @ 12.30 hrs, Volume= 1.770 af
 Outflow = 5.62 cfs @ 12.77 hrs, Volume= 1.768 af, Atten= 75%, Lag= 28.5 min
 Primary = 5.62 cfs @ 12.77 hrs, Volume= 1.768 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 1,016.70' @ 12.77 hrs Surf.Area= 0.600 ac Storage= 0.639 af

Plug-Flow detention time= 41.4 min calculated for 1.762 af (100% of inflow)
Center-of-Mass det. time= 40.7 min (800.2 - 759.4)

Volume	Invert	Avail.Storage	Storage Description
#1	1,014.50'	0.830 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,014.50	0.010	0.000	0.000
1,016.00	0.381	0.293	0.293
1,017.00	0.692	0.537	0.830

Device	Routing	Invert	Outlet Devices
#1	Primary	1,014.50'	12.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=5.61 cfs @ 12.77 hrs HW=1,016.70' (Free Discharge)
 ↑**1=Orifice/Grate** (Orifice Controls 5.61 cfs @ 7.15 fps)

Summary for Pond 3P: (new Pond)

Inflow Area = 1.046 ac, 31.45% Impervious, Inflow Depth > 4.63" for 100-yr event
 Inflow = 8.49 cfs @ 12.13 hrs, Volume= 0.403 af
 Outflow = 7.91 cfs @ 12.15 hrs, Volume= 0.403 af, Atten= 7%, Lag= 1.5 min
 Primary = 7.91 cfs @ 12.15 hrs, Volume= 0.403 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,013.65' @ 12.15 hrs Surf.Area= 0.029 ac Storage= 0.021 af

Plug-Flow detention time= 3.0 min calculated for 0.403 af (100% of inflow)
 Center-of-Mass det. time= 2.3 min (764.9 - 762.6)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	24.0" Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=7.82 cfs @ 12.15 hrs HW=1,013.65' (Free Discharge)
 ↑**1=Orifice/Grate** (Orifice Controls 7.82 cfs @ 3.80 fps)

Summary for Pond 10P: (new Pond)

Inflow Area = 3.206 ac, 65.81% Impervious, Inflow Depth > 5.29" for 100-yr event
 Inflow = 28.25 cfs @ 12.13 hrs, Volume= 1.413 af
 Outflow = 0.34 cfs @ 16.83 hrs, Volume= 0.322 af, Atten= 99%, Lag= 281.9 min
 Primary = 0.34 cfs @ 16.83 hrs, Volume= 0.322 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,015.04' @ 16.83 hrs Surf.Area= 0.427 ac Storage= 1.108 af

Plug-Flow detention time= 211.1 min calculated for 0.322 af (23% of inflow)
 Center-of-Mass det. time= 96.2 min (845.7 - 749.6)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	1.541 af	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.314	0.000	0.000
1,013.50	0.361	0.506	0.506
1,014.00	0.377	0.184	0.691
1,016.00	0.473	0.850	1.541

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	0.800 in/hr Exfiltration over Surface area

Primary OutFlow Max=0.34 cfs @ 16.83 hrs HW=1,015.04' (Free Discharge)
 ↑1=Exfiltration (Exfiltration Controls 0.34 cfs)

Summary for Pond 20P: (new Pond)

Inflow Area = 2.064 ac, 58.19% Impervious, Inflow Depth > 5.07" for 100-yr event
 Inflow = 17.76 cfs @ 12.13 hrs, Volume= 0.872 af
 Outflow = 0.22 cfs @ 16.90 hrs, Volume= 0.191 af, Atten= 99%, Lag= 286.4 min
 Primary = 0.22 cfs @ 16.90 hrs, Volume= 0.191 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,015.11' @ 16.90 hrs Surf.Area= 0.270 ac Storage= 0.691 af

Plug-Flow detention time= 222.1 min calculated for 0.191 af (22% of inflow)
 Center-of-Mass det. time= 112.8 min (867.1 - 754.3)

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	0.929 af	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.166	0.000	0.000
1,013.50	0.215	0.286	0.286
1,014.00	0.231	0.112	0.397
1,016.00	0.301	0.532	0.929

9721_pr

Prepared by wilk0260

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MSE 24-hr 3 100-yr Rainfall=6.40"

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Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	0.800 in/hr Exfiltration over Surface area

Primary OutFlow Max=0.22 cfs @ 16.90 hrs HW=1,015.11' (Free Discharge)
↑**1=Exfiltration** (Exfiltration Controls 0.22 cfs)

APPENDIX C

PROJECT NAME: Kwik Trip Convenience Store 1203
 PROJECT LOCATION: Redwood Falls, MN
 CARLSON PROJECT NO.: 9721-00
 DATE: 2/4/22
 BY: JTR

DESIGN CRITERIA	
Storm Frequency	10 year
Manning's "n"	0.013
"C" coefficient	varies



PROPOSED CONDITIONS STORM SEWER DESIGN

LOCATION		MH SIZE	AREA			"C" COEFFICIENT			GENERAL		DESIGN						PROFILE INFORMATION			
CBMH (from)	CBMH (to)	Diameter (in)	Impervious (sf)	Pervious (sf)	Total Area (ac)	Inc. "C"	Inc. CA	Cum. CA	T (min)	I (in/hr)	Q = CAI (cfs)	D (in)	% Grade	Q _{full} (cfs)	V _{full} (fps)	L (ft)	Invert (in)	Invert (out)	Rim El.	Build (ft)
DT3	DT2	na	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	6	0.50%	0.40	2.02	150	1010.51	1009.76	1012.00	1.50
DT2	114	na	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	6	0.50%	0.40	2.02	280	1010.30	1008.90	1012.00	1.70
DT1	112	na	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	6	0.50%	0.40	2.02	226	1008.73	1007.60	1012.00	3.27
114	110	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	12	0.50%	2.52	3.21	212	1008.50	1007.44	1017.50	9.00
113	112	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	15	0.10%	2.04	1.66	235	1007.54	1007.30	1014.50	6.96
112	111	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	15	0.10%	2.04	1.66	204	1007.30	1007.10	1017.50	10.20
111	110	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	15	0.10%	2.04	1.66	99	1007.10	1007.00	1017.00	9.90
110	ex	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	14	0.67%	4.39	4.11	359	1007.00	1004.60	1016.50	9.50
C1C	R11	na	900	0	0.02	0.90	0.02	0.02	10	5.8	0.11	4	2.00%	0.27	3.08	32	1015.30	1014.66	1019.07	3.77
C1B	R11	na	2000	0	0.05	0.90	0.04	0.04	10	5.8	0.24	4	2.00%	0.27	3.08	32	1015.14	1014.50	1019.07	3.93
C1A	R11	na	1900	0	0.04	0.90	0.04	0.04	10	5.8	0.23	4	2.00%	0.27	3.08	32	1014.84	1014.20	1019.07	4.23
R11	R10	na	0	0	0.00	0.00	0.00	0.10	10	5.8	0.58	10	0.60%	1.70	3.11	81	1014.41	1013.92	1018.70	4.29
R10	107	na	0	0	0.00	0.00	0.00	0.10	10	5.8	0.58	10	0.60%	1.70	3.11	70	1013.92	1013.50	1018.70	4.78
109	108	24 x 36	13743	525	0.33	0.87	0.29	0.29	10	5.8	1.66	12	2.00%	5.03	6.41	10	1013.76	1013.56	1017.19	3.43
108	107	48	13742	524	0.33	0.87	0.29	0.57	10	5.8	3.32	15	0.35%	3.82	3.11	95	1013.39	1013.06	1017.13	3.74
107	fes	48	15952	48	0.37	0.90	0.33	1.00	10	5.8	5.81	18	0.35%	6.21	3.51	17	1013.06	1013.00	1017.13	4.07
R1H	R9	na	1253	0	0.03	0.90	0.03	0.03	10	5.8	0.00	6	2.00%	0.79	4.04	7	1016.23	1016.09	1021.00	4.77
R1G	R9	na	5542	0	0.13	0.90	0.11	0.11	10	5.8	0.00	6	2.00%	0.79	4.04	7	1015.93	1015.79	1021.00	5.07
R1F	R8	na	1060	0	0.02	0.90	0.02	0.02	10	5.8	0.13	6	2.00%	0.79	4.04	9	1015.77	1015.59	1021.00	5.23
R1E	R6	na	681	0	0.02	0.90	0.01	0.01	10	5.8	0.00	6	2.00%	0.79	4.04	5	1015.04	1014.94	1020.33	5.29
R1D	R6	na	703	0	0.02	0.90	0.01	0.01	10	5.8	0.08	6	2.00%	0.79	4.04	5	1014.42	1014.32	1020.33	5.91
R1C	R5	na	1459	0	0.03	0.90	0.03	0.03	10	5.8	0.17	6	2.00%	0.79	4.04	18	1015.73	1015.37	1021.00	5.27
R1B	R4	na	1022	0	0.02	0.90	0.02	0.02	10	5.8	0.12	6	2.00%	0.79	4.04	18	1015.19	1014.83	1021.00	5.81
R1A	R4	na	760	0	0.02	0.90	0.02	0.02	10	5.8	0.00	6	2.00%	0.79	4.04	18	1014.68	1014.32	1020.33	5.65
R9	R8	na	0	0	0.00	0.00	0.00	0.14	10	5.8	0.81	10	0.60%	1.70	3.11	83	1015.92	1015.42	1020.80	4.88
R8	R7	na	0	0	0.00	0.00	0.00	0.16	10	5.8	0.94	10	0.60%	1.70	3.11	45	1015.42	1015.15	1020.30	4.88
R7	R6	na	0	0	0.00	0.00	0.00	0.16	10	5.8	0.94	10	1.00%	2.19	4.01	38	1015.15	1014.77	1019.90	4.75
R6	105	na	0	0	0.00	0.00	0.00	0.19	10	5.8	1.11	10	1.00%	2.19	4.01	85	1014.77	1013.92	1019.80	5.03
R5	R4	na	0	0	0.00	0.00	0.00	0.03	10	5.8	0.17	10	1.00%	2.19	4.01	54	1015.20	1014.66	1020.60	5.40
R4	105	na	0	0	0.00	0.00	0.00	0.07	10	5.8	0.39	10	1.00%	2.19	4.01	74	1014.66	1013.92	1020.60	5.94
106	105	24 x 36	10658	188	0.25	0.89	0.22	0.48	10	5.8	2.78	12	0.50%	2.52	3.21	68	1014.73	1014.39	1018.23	3.50
105	fes	48	0	0	0.00	0.00	0.00	0.48	10	5.8	2.78	12	1.00%	3.56	4.53	31	1013.81	1013.50	1019.50	5.69
C2B	R3	na	840	0	0.02	0.90	0.02	0.02	10	5.8	0.10	4	2.00%	0.27	3.08	28	1015.59	1015.03	1020.10	4.51
C2A	R3	na	840	0	0.02	0.90	0.02	0.02	10	5.8	0.10	4	2.00%	0.27	3.08	28	1015.34	1014.78	1019.40	4.06
R3	R2	na	0	0	0.00	0.00	0.00	0.03	10	5.8	0.20	10	0.60%	1.70	3.11	47	1014.78	1014.50	1020.00	5.22
R2	R3	na	0	0	0.00	0.00	0.00	0.03	10	5.8	0.20	10	0.60%	1.70	3.11	67	1014.50	1014.09	1019.20	4.70
R1	103	na	0	0	0.00	0.00	0.00	0.03	10	5.8	0.20	10	0.60%	1.70	3.11	24	1014.09	1013.95	1018.42	4.33
104	103	24 x 36	18069	0	0.41	0.90	0.37	0.37	10	5.8	2.17	12	0.45%	2.39	3.04	187	1014.68	1013.84	1018.13	3.45
103	101	72	14793	0	0.34	0.90	0.31	0.71	10	5.8	4.14	18	0.30%	5.75	3.25	123	1013.51	1013.14	1017.53	4.02
102	101	24 x 36	17217	0	0.40	0.90	0.36	0.36	10	5.8	2.06	12	0.45%	2.39	3.04	92	1013.55	1013.14	1016.53	2.98
101	fes	48	11436	1191	0.29	0.83	0.24	1.31	10	5.8	7.60	18	0.55%	7.78	4.40	25	1013.14	1013.00	1017.33	4.19



PROJECT NAME: Kwik Trip 1203
 PROJECT LOCATION: Redwood Falls, MN
 CARLSON MCCAIN PROJECT NO.: 9721
 DATE: 1/3/22
 BY: JTR

POND DESIGN - POND 10 - FILTRATION BASIN

COVER DESCRIPTION	CN	AREA	Product of CN & AREA
Impervious	98	2.110	206.78
Pervious - Grass	39	1.096	42.74
	Totals	3.206	249.52
Weighted CN	78		

REQUIRED POND TREATMENT VOLUME

Water Quality Volume (1" Runoff - Impervious Area) **0.176** acre-feet

ACTUAL POND TREATMENT VOLUME

<u>Filtration Volume</u>			
	Elevation	Area (ac.)	Volume (af)
	1013.5	0.361	0.506
Invert	1012	0.314	
		Total	0.506 acre-feet



PROJECT NAME: Kwik Trip 1203
 PROJECT LOCATION: Redwood Falls, MN
 CARLSON MCCAIN PROJECT NO.: 9721
 DATE: 1/3/22
 BY: JTR

POND DESIGN - POND 20 - FILTRATION BASIN

COVER DESCRIPTION	CN	AREA	Product of CN & AREA
Impervious	98	1.201	117.70
Pervious - Grass	39	0.863	33.66
Totals		2.064	151.36
Weighted CN	73		

REQUIRED POND TREATMENT VOLUME

Water Quality Volume (1" Runoff - Impervious Area) **0.100** acre-feet

ACTUAL POND TREATMENT VOLUME

<u>Filtration Volume</u>			
	Elevation	Area (ac.)	Volume (af)
	1013.5	0.215	0.286
Invert	1012	0.166	
		Total	0.286 acre-feet

APPENDIX D



F:\2021\B2104135\CAD\B2104135.dwg, Geo, 6/29/2021 4:26:07 PM



Drawing Information

Project No:
B2104135

Drawing No:
B2104135

Drawn By: BJB
Date Drawn: 6/7/21
Checked By: NR
Last Modified: 6/29/21

Project Information

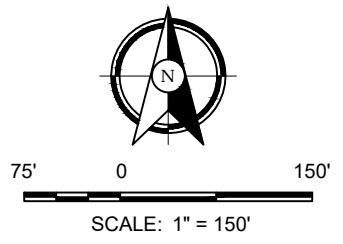
Proposed Kwik
Trip #1203

SE Corner of Hwy 1 &
East Bridge Street

Redwood Falls,
Minnesota

Soil Boring
Location Sketch

● DENOTES APPROXIMATE LOCATION OF
STANDARD PENETRATION TEST BORING



See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota				BORING: ST-1			
DRILLER: J. Tatro				LOGGED BY: R. Jett			
SURFACE ELEVATION: 1016.7 ft		RIG: 7507		METHOD: 3 1/4" HSA			
NORTHING: 226247		EASTING: 540789		START DATE: 06/20/21			
END DATE: 06/20/21		SURFACING: Gravel		WEATHER: 68°, sunny			
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1016.1		APPARENT AGGREGATE BASE					
0.6		SANDY LEAN CLAY (CL), organic, black, moist (BURIED TOPSOIL)		2-4-3 (7) 16"	0.3		Soil sample (2.5'-5') at 12:45 collected for analytical testing
1013.2		CLAYEY SAND (SC), gray and dark brown, moist, stiff (GLACIOFLUVIUM)	5	3-4-5 (9) 16"	0.4		
3.5							
1010.2		SILTY SAND (SM), fine to coarse-grained, dark brown, moist to wet, loose (GLACIAL OUTWASH)		2-3-5 (8) 16"	0.4	19	Water sample at 13:10 collected for analytical testing
6.5			10	3-3-3 (6) 16"	0.3		
1002.7				2-4-2 (6) 16"	0.4		
14.0		POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, gray, wet, loose (GLACIAL OUTWASH)	15	4-3-4 (7) 16"	0.3		Temporary well installed with screen set from 15 to 20 feet
995.7			20	2-1-7 (8) 18"	0.2		
21.0		END OF BORING					Water observed at 10.0 feet while drilling.
		Boring then backfilled with bentonite grout					Water observed at 16.9 feet at end of drilling.
			25				Water measured at a depth of 16.70 feet in temporary well.
			30				Boring elevations and surface elevations were measured by Braun Intertec using GPS technology

Project Number B2104135					BORING: ST-2		
Geotechnical & Environmental Evaluation					LOCATION: See attached sketch		
Proposed Kwik Trip #1203					NORTHING: 226194 EASTING: 540881		
Southeast corner of E. Bridge Street & Hwy 1					START DATE: 06/20/21 END DATE: 06/20/21		
Redwood Falls, Minnesota					SURFACING: Grass/Gravel WEATHER: 68°, sunny		
DRILLER: J. Tatro		LOGGED BY: R. Jett		SURFACE ELEVATION: 1015.9 ft		RIG: 7507	METHOD: 3 1/4" HSA
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1015.5		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
0.4							
1013.9		SILTY SAND (SM), fine to medium-grained, little Gravel, trace roots, dark brown, moist (BURIED TOPSOIL)		3-4-5 (9) 16"	1.1		Soil sample (2.5'-5') at 13:40 collected for analytical testing
2.0							
1011.4		POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, gray, moist, loose (GLACIAL OUTWASH)		5-3-3 (6) 16"	0.6	23	P200=52%
4.5		SANDY LEAN CLAY (CL), contains seams of Silt, trace Gravel, gray to brown, moist, medium to stiff (GLACIAL TILL)	5				
				4-7-7 (14) 16"	0.5		
			10	2-4-6 (10) 16"	0.5		
1004.4		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium (GLACIAL TILL)		2-2-5 (7) 16"	0.4		Water sample at 16:55 collected for analytical testing
11.5							
			15	2-2-3 (5) 16"	0.1		Temporary well installed with screen set from 15 to 20 feet
			20	2-3-4 (7) 16"	0.1	15	Water measured at a depth of 19.9 feet in temporary well
994.9							Water observed at 19.0 feet while drilling.
21.0		END OF BORING					
		Boring then backfilled with bentonite grout					Water measured at a depth of 14.90 feet in temporary well when rechecked 3 hours after installation.
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota				BORING: ST-3			
				LOCATION: See attached sketch			
DRILLER: J. Tatro		LOGGED BY: R. Jett		NORTHING: 226273	EASTING: 540975		
SURFACE ELEVATION: 1015.9 ft		RIG: 7507	METHOD: 3 1/4" HSA	SURFACING: Gravel	WEATHER: 68°, sunny		
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1015.5		APPARENT AGGREGATE BASE					
0.4		FILL: POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, trace Gravel, dark brown, moist					
1013.9		FILL: CLAYEY SAND (SC), trace Gravel, trace organic, black, moist		2-4-6 (10) 16"	0.4	25	Soil sample (2.5'-5') at 14:25 collected for analytical testing OC=5%
2.0							
1011.4		SILTY SAND (SM), fine to medium-grained, trace Gravel, brown, moist, loose (GLACIOFLUVIUM)	5	2-3-5 (8) 16"	0.7		
1009.4		SILTY SAND (SM), fine to coarse-grained, dark brown, wet, very loose to loose (GLACIOFLUVIUM)		1-2-2 (4) 16"	0.6		Temporary well installed with screen set from 7 to 12 feet
6.5							
1004.4		POORLY GRADED SAND (SP), fine to coarse-grained, trace Gravel, brown, wet, loose (GLACIAL OUTWASH)	10	2-2-4 (6) 16"	0.8		
11.5				6-4-4 (8) 16"	0.2		Water sample at 14:40 collected for analytical testing
1001.9		SANDY LEAN CLAY (CL), contains seams of Poorly Graded Sand, trace Gravel, dark gray, wet, medium (GLACIAL TILL)	15	6-4-2 (6) 16"	0.3		
14.0				2-2-3 (5) 16"	0.3		
994.9							Water observed at 7.5 feet while drilling. Water measured at a depth of 7.40 feet in temporary well.
21.0		END OF BORING Boring then backfilled with bentonite grout					
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135					BORING: ST-4		
Geotechnical & Environmental Evaluation					LOCATION: See attached sketch		
Proposed Kwik Trip #1203					NORTHING: 226263		EASTING: 541083
Southeast corner of E. Bridge Street & Hwy 1					START DATE: 06/20/21		END DATE: 06/20/21
Redwood Falls, Minnesota					DRILLER: J. Tatro		LOGGED BY: R. Jett
SURFACE ELEVATION: 1015.5 ft		RIG: 7507		METHOD: 3 1/4" HSA		SURFACING: Gravel	
WEATHER: 68°, sunny							
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1014.8		APPARENT AGGREGATE BASE					
0.8		FILL: CLAYEY SAND (SC), trace Gravel, brown to light brown, moist		1-1-3-4 (4) 12"	0.2		Soil sample (2.5'-5') at 15:25 collected for analytical testing
1011.5		<i>With a dark brown to black layer</i>		2-3-2-3 (5) 16"	0.2	23	
4.0		SANDY LEAN CLAY (CL), trace Gravel, gray, moist, medium to stiff (GLACIAL TILL)	5	4-5-7-7 (12) 16"	1.4		q _p =2.5 tsf
1007.5		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, stiff (GLACIAL TILL)		4-5-7-7 (12) 18"	0.7		
8.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, stiff to medium (GLACIAL TILL)	10	4-4-6-7 (10) 18"	0.6		
1005.5				6-6-7-6 (13) 18"	0.1		
10.0			15	3-4-4-5 (8) 18"	0.3		
				5-5-6-7 (11) 18"	0.4		Water not observed while drilling.
995.5				4-4-6-7 (10) 18"	0.2		
20.0		END OF BORING	20				
		Boring then backfilled with bentonite grout					
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota					BORING: ST-5		
					LOCATION: See attached sketch		
DRILLER: J. Tatro		LOGGED BY: R. Jett		START DATE: 06/20/21	END DATE: 06/20/21		
SURFACE ELEVATION: 1016.1 ft	RIG: 7507	METHOD: 3 1/4" HSA		SURFACING: Grass/Gravel	WEATHER: 68°, sunny		
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1014.5		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
1.7		FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, trace organic, black, moist		4-5-6 (11) 16"	0.8		Soil sample (2.5'-5') at 16:05 collected for analytical testing
1013.6		FILL: SILTY SAND (SM), fine to medium-grained, light brown to gray, moist		3-4-4 (8) 16"	1.3		
2.5		POORLY GRADED SAND (SP), fine to medium-grained, trace Gravel, light brown, moist, loose (GLACIOFLUVIUM)	5				
1011.6		SILTY SAND (SM), fine to medium-grained, trace Gravel, gray, wet, loose (GLACIOFLUVIUM)		3-4-3 (7) 16"	0.5	36	
4.5		SANDY LEAN CLAY (CL), trace Gravel, gray to brown, moist, medium to stiff (GLACIAL TILL)	10		0.6		Temporary well installed with screen set from 10 to 20 feet Water sample at 16:45 collected for analytical testing
1009.1				2-3-6 (9) 16"	0.4		
7.0				3-4-5 (9) 16"	0.8		
1006.6				2-2-6 (8) 16"	1.0	12	
9.5		END OF BORING					Water observed at 7.5 feet while drilling.
1002.1		Boring then backfilled with bentonite grout					Water measured at a depth of 7.40 feet in temporary well.
14.0							
995.1							
21.0							

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135					BORING: ST-6		
Geotechnical & Environmental Evaluation					LOCATION: See attached sketch		
Proposed Kwik Trip #1203					NORTHING: 226091		EASTING: 540926
Southeast corner of E. Bridge Street & Hwy 1					START DATE: 06/20/21		END DATE: 06/20/21
Redwood Falls, Minnesota					DRILLER: J. Tatro		LOGGED BY: R. Jett
SURFACE ELEVATION: 1015.9 ft		RIG: 7507	METHOD: 3 1/4" HSA		SURFACING: Grass/Gravel		WEATHER: 68°, sunny
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1015.3		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
0.6							
1013.9		FILL: CLAYEY SAND (SC), trace Gravel, trace organic, black to gray, moist		2-4-6 (10) 14"	0.5		Soil sample (2.5'-5') at 08:30 collected for analytical testing
2.0		SILTY SAND (SM), fine to medium-grained, trace Gravel, light brown, moist, loose (GLACIAL OUTWASH)					
1011.4		SILTY SAND (SM), fine to medium-grained, trace Gravel, gray to brown, moist, medium dense (GLACIAL OUTWASH)	5	10-8-10 (18) 14"	1.1		
4.5							
1008.9		POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, trace Gravel, brown, wet, medium dense to loose (GLACIAL OUTWASH)		8-6-8 (14) 14"	0.7	24	Temporary well installed with screen set from 7 to 12 feet P200=7%
7.0			10	3-4-3 (7) 14"	0.7		
1004.4		SILTY SAND (SM), fine to coarse-grained, trace Gravel, gray, wet, loose (GLACIAL OUTWASH)		4-4-4 (8) 14"	0.3		Water sample at 08:55 collected for analytical testing
11.5			15	2-3-2 (5) 14"	0.4		
997.9		SANDY LEAN CLAY (CL), contains seams of Silt, gray, medium (GLACIAL TILL)		2-2-3 (5) 14"	0.4		
18.0			20				
994.9							Water observed at 7.5 feet while drilling. Water measured at a depth of 7.60 feet in temporary well.
21.0		END OF BORING Boring then backfilled with bentonite grout					
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135					BORING: ST-7		
Geotechnical & Environmental Evaluation					LOCATION: See attached sketch		
Proposed Kwik Trip #1203					NORTHING: 225832 EASTING: 540742		
Southeast corner of E. Bridge Street & Hwy 1					START DATE: 06/20/21 END DATE: 06/20/21		
Redwood Falls, Minnesota					SURFACING: Grass/Gravel WEATHER: 68°, sunny		
DRILLER: J. Tatro		LOGGED BY: R. Jett		SURFACE ELEVATION: 1018.6 ft		RIG: 7507	METHOD: 3 1/4" HSA
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1017.6		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
1.0		FILL: CLAYEY SAND (SC), fine to medium-grained, trace roots, brown, moist to dry		6-9-7 (16) 16"	0.6		Soil sample (2.5'-5') at 09:35 collected for analytical testing
1014.6		POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, light brown, moist, medium dense (GLACIAL OUTWASH)	5	8-7-7 (14) 16"	0.4	9	
1012.1		CLAYEY SAND (SC), trace Gravel, gray to brown, moist, stiff to very stiff (GLACIAL TILL)		10-4-6 (10) 16"	0.5		Water sample at 10:20 collected for analytical testing
6.5			10	6-7-11 (18) 16"	0.5		Temporary well installed with screen set from 10 to 15 feet
1004.6				4-7-10 (17) 16"	0.4		
14.0		SILTY SAND (SM), fine to coarse-grained, trace Gravel, dark gray, wet, medium dense (GLACIAL TILL)	15	6-7-10 (17) 16"	0.4		
1000.6		SANDY LEAN CLAY (CL), trace Gravel, dark gray, wet, stiff (GLACIAL TILL)	20	3-5-5 (10) 16"	0.3		
997.6							Water observed at 15.0 feet while drilling.
21.0		END OF BORING					Water measured at a depth of 10.00 feet in temporary well.
		Boring then backfilled with bentonite grout					
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations


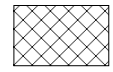
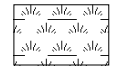

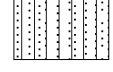

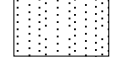

Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota				BORING: ST-8			
DRILLER: J. Tatro				LOGGED BY: R. Jett			
SURFACE ELEVATION: 1019.9 ft		RIG: 7507		METHOD: 3 1/4" HSA			
NORTHING: 225648		EASTING: 540715		START DATE: 06/20/21			
END DATE: 06/20/21		SURFACING: Grass/Gravel		WEATHER: 68°, sunny			
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1018.4		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
1.5		FILL: CLAYEY SAND (SC), trace Gravel, brown, moist		4-7-7 (14) 14"	0.2		Soil sample (2.5'-5') at 10:45 collected for analytical testing
1015.4		POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, brown, moist, medium dense (GLACIAL OUTWASH)	5	5-7-7 (14) 14"	0.6		
1013.4		CLAYEY SAND (SC), trace Gravel, brown, moist, stiff to very stiff (GLACIAL TILL)		4-5-6 (11) 14"	0.2	22	Water sample at 12:45 collected for analytical testing
6.5			10	5-7-7 (14) 14"	0.2		
				3-5-7 (12) 18"	0.1		Temporary well installed with screen set from 15 to 20 feet
			15	5-7-7 (14) 18"	0.3		
1001.9		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, stiff (GLACIAL TILL)		5-5-7 (12) 18"	0.1		Water measured at a depth of 19.1 feet in temporary well Water observed at 19.0 feet while drilling.
18.0			20				
998.9		END OF BORING					Water measured at a depth of 17.10 feet in temporary well when rechecked 1 hour after installation.
21.0		Boring then backfilled with bentonite grout					
			25				
			30				

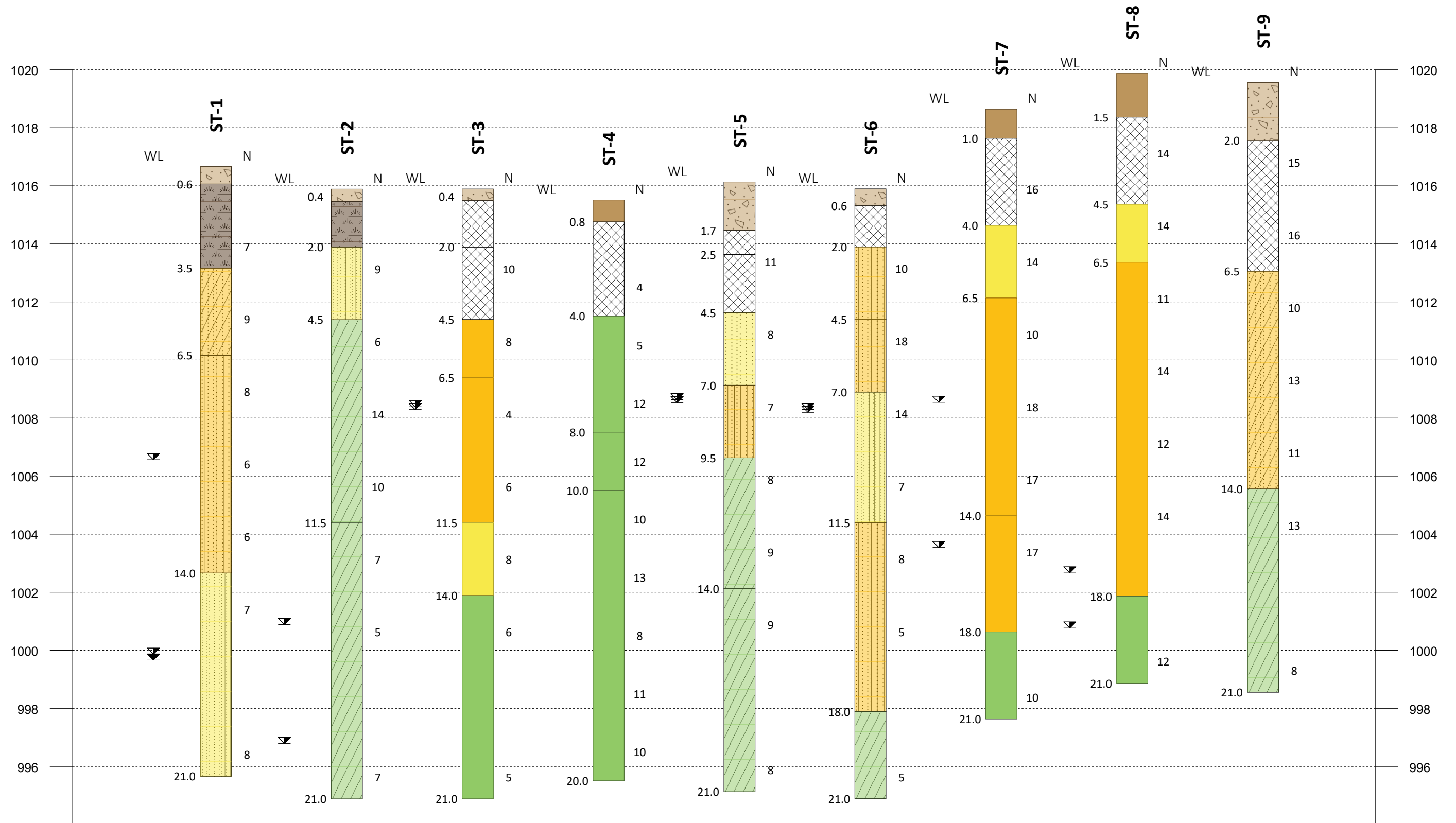
See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135				BORING: ST-9	
Geotechnical & Environmental Evaluation				LOCATION: See attached sketch	
Proposed Kwik Trip #1203				NORTHING: 225652 EASTING: 540889	
Southeast corner of E. Bridge Street & Hwy 1				START DATE: 06/20/21 END DATE: 06/20/21	
Redwood Falls, Minnesota				SURFACING: Grass/Gravel WEATHER: 68°, sunny	
DRILLER: J. Tatro		LOGGED BY: R. Jett			
SURFACE ELEVATION: 1019.6 ft	RIG: 7507	METHOD: 3 1/4" HSA			

Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1017.6		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
2.0		FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, trace organic, black, moist	5	6-8-7 (15) 16"	0.2		Soil sample (2.5'-5') at 11:46 collected for analytical testing
1013.1				6-9-7 (16) 0"	0.4		
6.5		CLAYEY SAND (SC), trace Gravel, gray to brown, moist, stiff (GLACIAL TILL)	10	4-4-6 (10) 16"	0.4	22	
				5-6-7 (13) 16"	0.3		
1005.6				3-5-6 (11) 16"	0.2		
14.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium to stiff (GLACIAL TILL)	15	8-6-7 (13) 16"	0.1		
998.6			20	4-4-4 (8) 16"	0.2		
21.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with bentonite grout					Water not present in temporary well.
			25				
			30				

Legend Key

-  Apparent Aggregate Base
-  Fill
-  Topsoil
-  SP-SM
-  SM
-  SC
-  SP
-  CL

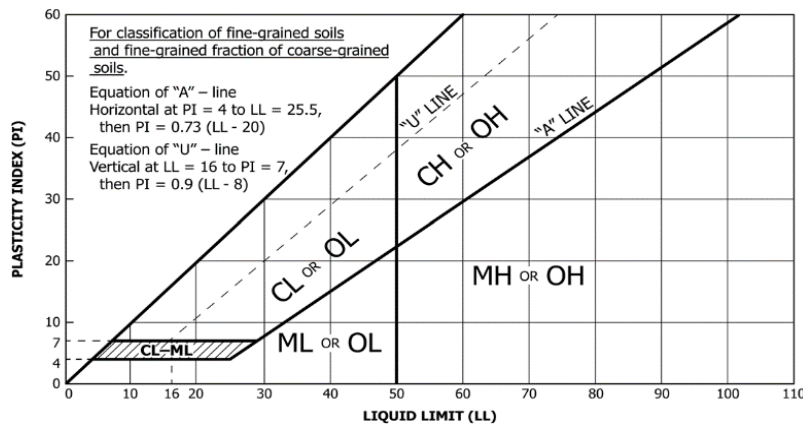


Project ID: B2104135
 Vert. Scale: 1"=
 Hor. Scale: NTS
 Date: 07/15/2021

Fence Diagram
 Geotechnical & Environmental Evaluation
 Proposed Kwik Trip #1203
 Southeast corner of E. Bridge Street & Hwy 1
 Redwood Falls, Minnesota

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse-grained Soils (more than 50% retained on No. 200 sieve)	Gravels (More than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (Less than 5% fines ^C)	$C_u \geq 4$ and $1 \leq C_c \leq 3^D$	GW	Well-graded gravel ^E	
		Gravels with Fines (More than 12% fines ^C)	$C_u < 4$ and/or ($C_c < 1$ or $C_c > 3^D$)	GP	Poorly graded gravel ^E	
			Fines classify as ML or MH Fines Classify as CL or CH	GM	Silty gravel ^{EFG}	
	Sands (50% or more coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% fines ^H)	$C_u \geq 6$ and $1 \leq C_c \leq 3^D$	SW	Well-graded sand ^I	
		Sands with Fines (More than 12% fines ^H)	$C_u < 6$ and/or ($C_c < 1$ or $C_c > 3^D$)	SP	Poorly graded sand ^I	
			Fines classify as ML or MH Fines classify as CL or CH	SM	Silty sand ^{FGI}	
Fine-grained Soils (50% or more passes the No. 200 sieve)	Silts and Clays (Liquid limit less than 50)	Inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{KLM}	
			PI < 4 or plots below "A" line ^J	ML	Silt ^{KLM}	
	Organic	Liquid Limit - oven dried	<0.75	OL	Organic clay ^{KLMN}	
		Liquid Limit - not dried		OH	Organic silt ^{KLMQ}	
	Silts and Clays (Liquid limit 50 or more)	Inorganic	PI plots on or above "A" line	CH	Fat clay ^{KLM}	
			PI plots below "A" line	MH	Elastic silt ^{KLM}	
		Organic	Liquid Limit - oven dried	<0.75	OH	Organic clay ^{KLMQ}
			Liquid Limit - not dried		OH	Organic silt ^{KLMQ}
	Highly Organic Soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

- A. Based on the material passing the 3-inch (75-mm) sieve.
- B. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- C. Gravels with 5 to 12% fines require dual symbols:
 GW-GM well-graded gravel with silt
 GW-GC well-graded gravel with clay
 GP-GM poorly graded gravel with silt
 GP-GC poorly graded gravel with clay
- D. $C_u = D_{60} / D_{10}$ $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
- E. If soil contains $\geq 15\%$ sand, add "with sand" to group name.
- F. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
- G. If fines are organic, add "with organic fines" to group name.
- H. Sands with 5 to 12% fines require dual symbols:
 SW-SM well-graded sand with silt
 SW-SC well-graded sand with clay
 SP-SM poorly graded sand with silt
 SP-SC poorly graded sand with clay
- I. If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
- J. If Atterberg limits plot in hatched area, soil is CL-ML, silty clay.
- K. If soil contains 15 to < 30% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
- L. If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.
- M. If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.
- N. PI ≥ 4 and plots on or above "A" line.
- O. PI < 4 or plots below "A" line.
- P. PI plots on or above "A" line.
- Q. PI plots below "A" line.



DD Dry density, pcf	q_p Pocket penetrometer strength, tsf
WD Wet density, pcf	q_u Unconfined compression test, tsf
P200 % Passing #200 sieve	LL Liquid limit
MC Moisture content, %	PL Plastic limit
OC Organic content, %	PI Plasticity index

Particle Size Identification

Boulders.....	over 12"
Cobbles.....	3" to 12"
Gravel	
Coarse.....	3/4" to 3" (19.00 mm to 75.00 mm)
Fine.....	No. 4 to 3/4" (4.75 mm to 19.00 mm)
Sand	
Coarse.....	No. 10 to No. 4 (2.00 mm to 4.75 mm)
Medium.....	No. 40 to No. 10 (0.425 mm to 2.00 mm)
Fine.....	No. 200 to No. 40 (0.075 mm to 0.425 mm)
Silt.....	No. 200 (0.075 mm) to .005 mm
Clay.....	< .005 mm

Relative Proportions^{L-M}

trace.....	0 to 5%
little.....	6 to 14%
with.....	$\geq 15\%$

Inclusion Thicknesses

lens.....	0 to 1/8"
seam.....	1/8" to 1"
layer.....	over 1"

Apparent Relative Density of Cohesionless Soils

Very loose	0 to 4 BPF
Loose	5 to 10 BPF
Medium dense.....	11 to 30 BPF
Dense.....	31 to 50 BPF
Very dense.....	over 50 BPF

Consistency of Cohesive Soils Blows Per Foot Approximate Unconfined Compressive Strength

Very soft.....	0 to 1 BPF.....	< 0.25 tsf
Soft.....	2 to 4 BPF.....	0.25 to 0.5 tsf
Medium.....	5 to 8 BPF.....	0.5 to 1 tsf
Stiff.....	9 to 15 BPF.....	1 to 2 tsf
Very Stiff.....	16 to 30 BPF.....	2 to 4 tsf
Hard.....	over 30 BPF.....	> 4 tsf

Moisture Content:

- Dry:** Absence of moisture, dusty, dry to the touch.
- Moist:** Damp but no visible water.
- Wet:** Visible free water, usually soil is below water table.

Drilling Notes:

Blows/N-value: Blows indicate the driving resistance recorded for each 6-inch interval. The reported N-value is the blows per foot recorded by summing the second and third interval in accordance with the Standard Penetration Test, ASTM D1586.

Partial Penetration: If the sampler could not be driven through a full 6-inch interval, the number of blows for that partial penetration is shown as #/x" (i.e. 50/2"). The N-value is reported as "REF" indicating refusal.

Recovery: Indicates the inches of sample recovered from the sampled interval. For a standard penetration test, full recovery is 18", and is 24" for a thinwall/shelby tube sample.

WOH: Indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

WOR: Indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

Water Level: Indicates the water level measured by the drillers either while drilling (), at the end of drilling (), or at some time after drilling ().

Sample Symbols

	Standard Penetration Test		Rock Core
	Modified California (MC)		Thinwall (TW)/Shelby Tube (SH)
	Auger		Texas Cone Penetrometer
	Grab Sample		Dynamic Cone Penetrometer



REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/22	Originating Dept.: Environmental
Preferred 2nd Date:	
Discussion Item:	Presenter: Scott W
Plum Creek Electrical Bid - Contract	estimated time needed: 5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Approve contract with G&R Electric Inc. in the amount of \$63,990.00.

Background Information:

G&R was awarded the low bid to do this project at the 4/19/22 meeting.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

**REDWOOD COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 250 S Jefferson Street, Redwood, Minnesota 56283, G&R Electric, INC. (the “Contractor”), 168 4th Street, Tracy, Minnesota 56175.

WHEREAS, the County is in need of electrical upgrades from 30 amp to 50 amp on 42 sites in Plum Creek Park (the “Project”); and

WHEREAS, the Contractor meets the needs of the County and is willing to provide the services provided for in this Agreement; and

WHEREAS, the County wishes to purchase the services from the Contractor pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and Contractor enter into the following Agreement:

AGREEMENT

1. **TERM.**

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on the date that all obligations have been fulfilled and all deliverables have been approved by the County. The Contractor shall not commence work on the Project until the County’s Authorized Representative issues a written notice to proceed.

2. **DUTIES OF THE CONTRACTOR.**

2.1 **Nature of Duties.** The Contractor shall provide the various professional and consulting services for the Project as set forth in the Contractor’s Scope of Services attached hereto as **Exhibit A** and incorporated into this Agreement by reference. The Contractor shall confer with the County’s Authorized Representative as often as is necessary in connection with the services to be performed under this Agreement.

2.2 **Personnel.** All work the Contractor is to perform shall be performed by competent and qualified personnel. Brad Stoneberg will have primary responsibility for performing the work under this Agreement on behalf of the Contractor and will serve as the Contractor’s primary contact with the County. The Contractor shall not change the person primarily responsible for performing the work under this Agreement without the prior written approval of the County’s Authorized Representative.

2.3 Project Timing. The Contractor shall not start work on the Project until the Contractor has received from the County's Authorized Representative written notice to proceed. All work and services required by this Agreement shall be completed in accordance with the schedule attached hereto as **Exhibit B**. The Contractor acknowledges that the time within which services must be rendered is of primary importance to the County and is of the essence to this Agreement. All services and information to be performed or furnished under this Agreement shall be performed or furnished as promptly as possible.

2.4 Final Documents. The Contractor shall provide all documentation of the work to be performed under this Agreement. The documents shall be furnished in a format acceptable to the County. Upon completion of the work, the Contractor shall also deliver to the County copies of all correspondence, drawings, reports and all other documents either generated by or received by the Contractor in the performance of the work and services required by this Agreement.

2.5 Standard of Care and Liability for Work. In performing the work under this Agreement, the Contractor will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota.

3. ITEMS PROVIDED BY THE COUNTY.

After authorizing the Contractor to begin work, the County will furnish any data or materials in its possession relating to the Project that may be of use to the Contractor in performing the work. The Contractor shall make an analysis of all data and information furnished by the County. If any data or information is found to be incorrect or incomplete by the Contractor, this fact shall be brought to the attention of the County's Authorized Representative before the Contractor proceeds with any affected portion of the Project. All data or materials provided to the Contractor will remain the property of the County and must promptly be returned to the County upon expiration or termination of this Agreement.

4. PAYMENT TO CONTRACTOR.

4.1 Rates and Contract Maximum. For services satisfactorily completed in accordance with this Agreement, the County shall pay the Contractor in accordance with the project amounts specified in **Exhibit C**. Notwithstanding any provision to the contrary, the total compensation payable to the Contractor for services and expenses under this Agreement shall not exceed \$ 63,990.00 (the "Contract Maximum). In the event the County requests services that would require payment in excess of the Contract Maximum, the Contractor shall not proceed until such time as the County has approved such modification or addition by written amendment to this Agreement.

4.2 Payment of Costs. Reimbursable expenses are included in the project amounts specified in **Exhibit C**. No additional charges for expenses or reimbursements will be

allowed without the prior written authorization of the County's Authorized Representative.

4.3 Billing by Contractor. The amounts to be paid under this Agreement shall be paid only if work has been satisfactorily performed as determined by the County's Authorized Representative and consistent with the amounts set forth in **Exhibit C**. The Contractor shall submit an invoice monthly in a form acceptable to the County's Authorized Representatives.

4.4 Payment by County. Within thirty-five (35) days of the approval of the invoice by the County, the County shall mail payment of the approved amount to the Contractor for all services satisfactorily performed or make reasonable arrangements for payment acceptable to the Contractor. No claim for expenses or services not specifically provided for herein shall be honored by the County. Amounts disputed need not be paid until the dispute is resolved. Final payment due to the Contractor will be made by the County when all work and services have been satisfactorily performed and all documents have been delivered to the County in accordance with this Agreement. All payments shall be issued to:

G&R Electric
168 4th Street
Tracy, MN 56175

5. AUTHORIZED REPRESENTATIVE.

Scott Wold shall serve as the Authorized Representative of the County and as the liaison with the Contractor. The County shall have the right to change its Authorized Representative from time to time and shall inform the Contractor of any such change. The Authorized Representative shall have the express authority to make all contacts with the Contractor on behalf of the County and to instruct the Contractor to perform the various services described in this Agreement. The Contractor shall submit reports, invoices and other materials prepared pursuant to this Agreement to the County's Authorized Representative, by mailing or delivering them to:

Scott Wold
403 South Mill Street
P.O. Box 130
Redwood Falls, MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

6.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the Contractor, be considered an employee, agent or representative of the County. The Contractor is to be and shall remain an independent contractor with respect to all services performed

under this Agreement. Contractor shall utilize the Redwood County Attorney's Office personnel to perform all services under this Agreement.

6.2 No Agency. Contractor shall have the authority to act on behalf of the County only to the extent expressly provided for in this Agreement, unless otherwise modified by the parties in writing.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. Contractor shall comply with the insurance requirements set forth in **Exhibit D**, attached to this Agreement and incorporated herein by reference.

7.2 Indemnification by Contractor. Contractor agrees to indemnify and hold harmless the County and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Contractor arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Contractor to fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in Section 8. The terms and provisions of this Section 7 shall survive the expiration, suspension or termination of this Agreement.

7.3 Indemnification by County. County agrees to indemnify and hold harmless the Contractor from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission by the County (including its officers, employees, agents and subcontractors) arising from the terms of this Agreement, and against all loss by reason of the failure of the County, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in Section 8. The terms and provisions of this Section 7 shall survive the expiration, suspension or termination of this Agreement.

8. RECORDS AND INFORMATION.

8.1 Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, and other work prepared or furnished by Contractor pursuant to this Agreement are work products of the County and shall be the property of the County. Contractor represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any

intellectual property rights of other persons or entities. Contractor shall furnish the County with all products upon completion of the work, and at any other time as requested by the County. Contractor may retain copies of all such work products and related documents, but Contractor may not use the work products and related documents for any purpose not related to the Project without the County's consent. No reports, documents, or other information that are generated under this Agreement shall be released by Contractor except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

8.2 Data Practices. The Contractor must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to the Contractor by the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement. If the Contractor receives a request to release data pursuant to this Section 8.2, the Contractor shall notify the County immediately and consult with the County as to how the Contractor should respond to the request. The Contractor's response shall comply with applicable law.

8.3 Private and Confidential Data. The Contractor shall comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes Ch. 13) and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor further acknowledges that the classification of data as trade secret data will be determined based on applicable law, and labeling data as trade secret data will not necessarily make it so.

8.4 County Network Connection. Contractor acknowledges that this Agreement does not authorize Contractor to make any connection to the County's network through the use of any hardware or through a Virtual Private Network (VPN). In the event a VPN or other network connection becomes necessary or convenient during the term of this Agreement, Contractor shall not make any such connection without first obtaining the express written consent of the County's Information Technology Director and executing and delivering to the County copy of the County's then-current Information Technology Usage Agreement.

9. AUDIT.

Contractor shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Contractor shall allow the County or other persons or agencies authorized by the County, including the Legislative or State Auditor, access to the records of Contractor at reasonable hours, including all books, records, documents, and accounting procedures and practices of Contractor relevant to the subject matter of the Agreement, for purposes of audit.

10. NOTICE.

Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

11. DISPUTES.

The County's Authorized Representative will be the initial interpreter of the requirements of this Agreement and will determine the acceptability of the work to be provided hereunder. All claims, disputes and other matters relating to the acceptability of the work must be referred to the County's Authorized Representative in writing with a request that a formal decision be made within a reasonable period of time. Written notice of each claim, dispute or other matter must be delivered to the County's Authorized Representative within 30 days of the occurrence of the event giving rise to the claim, dispute or other matter. All data supporting the claim, dispute or other matter must be submitted to the County's Authorized Representative within 45 days of the event, unless the County's Authorized Representative allows for additional time based on the availability of complete and accurate data. The Contractor shall continue to perform while the claim or dispute is pending. The issuance of a decision by the County's Authorized Representative shall be a condition precedent to the Contractor's exercise of the rights and remedies the Contractor may have under this Agreement or at law with respect to the claim, dispute or other matter.

12. TERMINATION AND SUSPENSION.

12.1 County Termination and Suspension With Cause. This Agreement may be suspended or terminated by the County if the Contractor violates any of the terms or conditions of this Agreement as determined by the County. In the event the County exercises its right to suspend or terminate this Agreement, the County shall submit written notice to the Contractor specifying the extent of the suspension or termination and the reasons therefore, and the date upon which suspension or termination becomes effective.

12.2 County Termination and Suspension Without Cause. The County may terminate this Agreement without cause by giving at least 30 days written notice to the Contractor. Upon receipt of a notice of such termination, the Contractor shall take all action necessary to discontinue work or further commit County funds.

12.3 Contractor Termination With Cause. This Agreement may be terminated by the Contractor if the County violates any of the terms or conditions of this Agreement

as determined by the Contractor. In the event the Contractor exercises its right to terminate this Agreement, the Contractor shall submit written notice to the County specifying the reasons therefore, and the date upon which termination becomes effective.

12.4 Contractor Termination Without Cause. The Contractor may terminate this Agreement without cause by giving at least 30 days written notice to the County. Upon County's receipt of a notice of such termination, the Contractor shall cease all work on the Project and provide all documents pertaining to the Project to the County as soon as is reasonably feasible, but not longer than five (5) business dates from the County's receipt of the notice of termination.

12.5 Payment upon Termination and Suspension With or Without Cause. The Contractor shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the County.

13. SURVIVAL.

The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 2.5 (Standard of Care and Liability for Work); 7 (Insurance and Indemnification); 8 (Records and Information); 9 (Audit); 14.3 (Governing Law; Jurisdiction; Venue).

14. GENERAL PROVISIONS.

14.1 Entire Agreement; Amendments; Conflicts. This Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

14.2 Compliance with Applicable Law. The Contractor agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to maintain, pay for and obtain all licenses required by any governmental agency for the provision of those services contemplated herein.

14.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the

purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Redwood. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

14.4 Debarment. Contractor certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. Contractor's certification is a material representation upon which the County's approval of this Agreement is based. Contractor shall provide immediate written notice to the County's authorized representative if at any time Contractor learns that this certification is erroneous or becomes erroneous due to changed circumstances.

14.5 Conflict of Interest. The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, it will immediately notify the County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the County whether the Contractor will or will not resign from the other engagement or representation.

14.6 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

14.7 Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

14.8 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

14.9 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

REDWOOD COUNTY

G&R ELECTRIC

By: _____

By: _____

Print Name

Print Name

Title

Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By:  _____
Redwood County Attorney

Date: 04.26.2022

EXHIBIT A

SCOPE OF SERVICES

The Contractor agrees to provide the following Services for the County during the term of this Agreement. The Contractor shall use sound and independent professional judgment in performing these duties. Said "Services" include the following:

Plum Creek Park 42 Site upgrade

G &R Electric 42 site upgrade at Plum Creek Park as follows

Bid work as per Adam Kletcher Specs

Install 42 pedestals with 50-30-20 receptacles and meter socket no meters included.

1. Install 4 200A circuit breakers in the 1000 A service panel for east sites 2 thru 33

Circuit A 6 sites

Circuit B 4 sites

Circuit C 4 sites

Circuit D 6 sites

2. Install service panel and receptacles for sump pumps on sites 7 and 8.

3. Refeed WIFI antenna and yard lights on south end.

4. Remove old 200A service for sites 17 thru 53

5. Install 4 200A service rated switches at old service site

Circuit A 6 sites

Circuit B 5 sites

Circuit C 6 sites

Circuit D 5 sites

6. Refeed septic pump at sites 17 thru 53

7. Disconnect and remove 42 pedestals

Note: National Electric code does allow a maximum of 7 sites per circuit under certain conditions. Inspection fee of \$957.00 included.

Total Bid \$63,990.00

EXHIBIT B

PROJECT SCHEDULE

The Contractor will provide the County with the services in **Exhibit A** beginning upon the date of the Agreement and shall end on May 1, 2023.

EXHIBIT C

COMPENSATION

The County shall pay Contractor \$63,990.00 for the performance of the services in **Exhibit A** pursuant to the terms and conditions of section 4. PAYMENT TO CONTRACTOR of the Agreement. Any additional expenses, will require pre-approval by the County's Authorized Representative prior to incurring the expense.

EXHIBIT D

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
 - a. General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Contractor's employment is an excluded employment under Minn. Stat. § 176.041 and the Contractor elects not to purchase workers' compensation coverage, the Contractor shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Contractor agrees that under no circumstances shall the County be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. Minimum Limits of Insurance: Contractor shall maintain **NO LESS THAN** the following limits of insurance:
 - a. General Liability Insurance, and if necessary, Umbrella Liability:
 - \$2,000,000 per occurrence
 - \$3,000,000 annual aggregate
 - \$3,000,000 products and completed operations aggregate
 - \$1,000,000 aggregate limit – Umbrella Policy
 - b. Business Automobile Liability and if necessary, Umbrella Liability:
 - \$2,000,000 per occurrence

- c. Employers Liability:
 - as required by the State of Minnesota
- d. Professional/Technical Liability or Errors and Omissions:
 - \$500,000 per occurrence – Errors & Omissions
 - \$1,000,000 per occurrence – Bond (conduct by employee constituting malfeasance, willful neglect of duty or bad faith)
 - \$3,000,000 annual aggregate

3. Deductibles and Self-Insurance:

- a. Any deductibles will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written consent of the County. Any request for a higher deductible must first be approved by the County after Contractor provides the County with financial documentation sufficient for the County to determine whether Contractor has the financial resources to cover the requested deductible.

4. Additional Insurance Conditions:

- a. Contractor's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County. The County's insurance or self-insurance program shall be excess of Contractor's insurance and shall not contribute to it.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the NCDA or its officers, officials, employees or volunteers.
- c. Contractor must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Contractor shall provide the County with certificates of insurance and original endorsements showing that the Contractor has each type of insurance coverage and limits required under this Agreement. All certificates and endorsements are to be received and approved by the County before work commences.



REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/22	Originating Dept.: Environmental
Preferred 2nd Date:	
Discussion Item: SWCD Annual Report	Presenter: Scott W
	estimated time needed: 10 minutes
Board Action: <input type="checkbox"/> Yes, action required	<input checked="" type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Review the Redwood SWCD 2021 Annual Report.

Background Information:

[Empty text box for background information]

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty text box for administrators comments]

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REDWOOD
SOIL & WATER
CONSERVATION DISTRICT



2021
ANNUAL
REPORT

Message from the Administrator

Even though our office doors were closed for the majority of the past 2 years, our communication with Redwood County landowners never slowed down. From a farmer interested in trying out cover crops for the first time, to a new homeowner looking for assistance in sealing an old abandoned well, we have continued to provide technical and financial assistance to the residents in Redwood County.

Due to the dedication of our staff we have been able to secure \$1,818,155 in competitive grant funding for various initiatives in the past 2 years. This includes funding for targeted engineered structural practices in specific watersheds, as well as 2 research projects aimed at providing us local, practice specific data to aid in the decision making needs of our landowners. These projects will not only provide immediate benefits to water quality, but they will also conserve our topsoil for highly productive farming in the future. These initiatives do not happen on their own and require a highly competent and dedicated staff.

We are here to provide you with technical or financial assistance on a wide range of practices. From looking to improve your grassland habitat to experimenting with a range of soil health practices on the farm, our team is here to assist. Give us a call or stop on by to see what we might have available to fit your needs. We hope to see you in our office in 2022!

Scott Wold



Board of Supervisors



Jeff Potter
Chair
District I



Brian Timm
Public Relations
District II



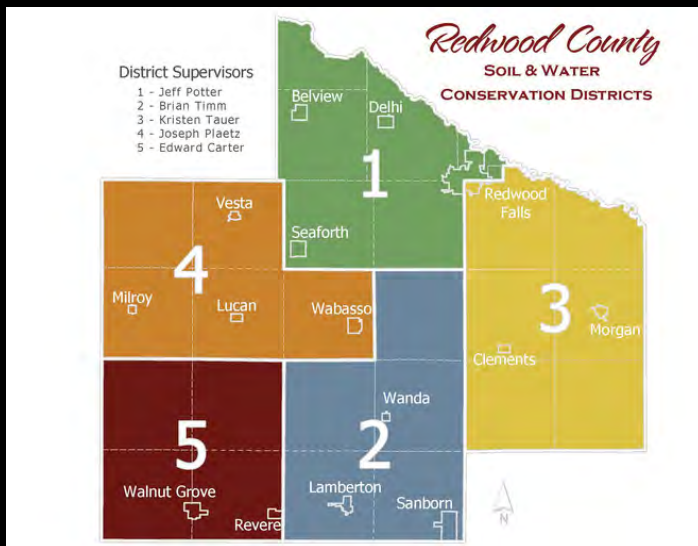
Rick Maurer
Treasurer
District III



Joe Plaetz
Secretary
District IV



Ed Carter
Vice-Chair
District V

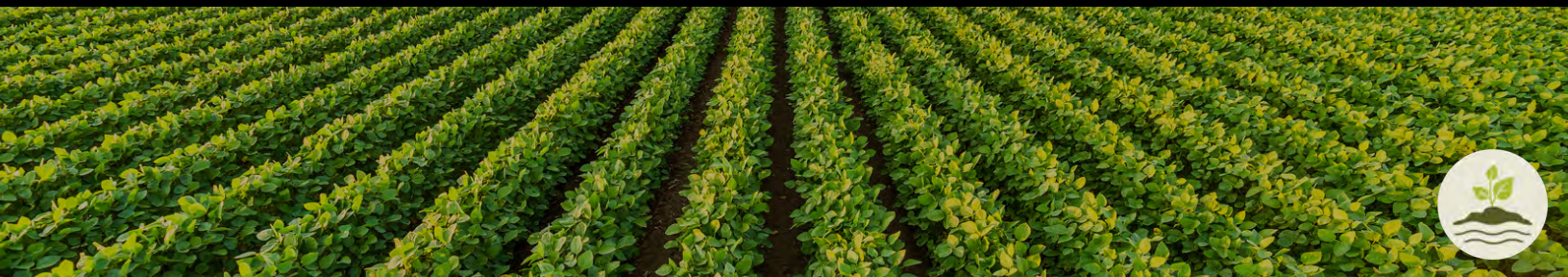


Redwood Soil and Water Supervisors are elected to 4 year terms by the residents of Redwood County. The Board oversees operations and District priorities, while providing direction and guidance to District staff.

The Board meetings are held on the second Wednesday of every month at 8:30 a.m. The public is always welcome and encouraged to attend.

Mission Statement

The mission of the Redwood Soil and Water Conservation District is to educate and assist the citizens of Redwood County to manage the soil and water resources of the county efficiently and economically, for present and future generations.



District Operations



Scott Wold
District Administrator



Jeanne Prescott
Office Manager



Kurt Mathiowetz
Water Quality
Technician



Brian Pfarr
Resource
Specialist



Jennifer Hahn
Conservation
Specialist

The Redwood Soil and Water Conservation District was established in January, 1953. Citizens of Redwood County were concerned about soil erosion by wind and water and its effect on water quality. Since the district's inception, many refer to us as 'Redwood SWCD'. The district was authorized as a result of the state legislature passing the Minnesota Soil Conservation District Law in 1937. The law enabled farmers to organize for conservation purposes and gave them the power to enter into legal agreements and provide financial aid to landowners.

Our staff is highly trained and is able to assist landowners on a wide variety of issues and topics. We are continually seeking out new funding sources to provide cost share services to landowners in Redwood County to accomplish our mutual goals of furthering conservation on the landscape.

The Redwood SWCD is funded through a combination of non-competitive state aid, county allocations, and competitive grants. Funding sources in 2021 were:

Staff Support Funds

- Local Capacity Services (BWSR)
- Wetland Conservation Act (BWSR)
- Buffer Law (BWSR)
- Conservation Delivery (BWSR)
- CREP Outreach (BWSR)
- County Allocation (County)

Project Support Funds

- State Cost Share (BWSR)
- Local Water Management (BWSR)
- Clean Water Act 319 (MPCA/Federal)
- Plum Creek Turbidity Reduction (Clean Water Grant)
- Economic and Ecological Benefits of Soil Health (LCCMR)
- Rim Easement Evaluation and Outreach (LCCMR)



2021 in Numbers

\$464,000

TOTAL COST SHARE PROVIDED

The Redwood SWCD provides up to 75% cost share for a wide variety of conservation measures. In 2021 this is how much was provided to landowners through the District.

21,481

TONS OF SOIL / YEAR

Through the CREP program, this is how much soil loss has been averted.

2000

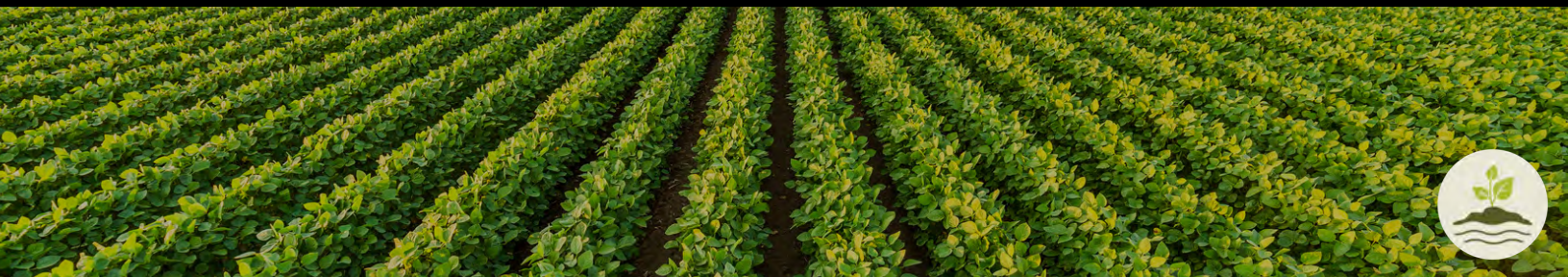
ACRES ENROLLED IN SOIL HEALTH STUDY

The Redwood SWCD received \$288,000 from the Legislative-Citizen Commission on Minnesota Resources to conduct a study on the Economic benefits of soil health practices on working farms in Redwood Count.

502

TOTAL PARTICIPANTS

The Redwood SWCD conducts many outreach and educational events every year.



2021 in Numbers

15

WATER AND SEDIMENT CONTROL BASIN STRUCTURES

This is an embankment built across a depression area of concentrated water runoff. It traps sediment and water running off farmland above the structure, preventing it from reaching farmland and water bodies below.

\$1,932,740

COMPETITIVE GRANT FUNDS RECEIVED FROM 2020-2021

The Redwood SWCD is always looking for new funding initiatives in order to continue to assist our landowners with implementing conservation practices.

9

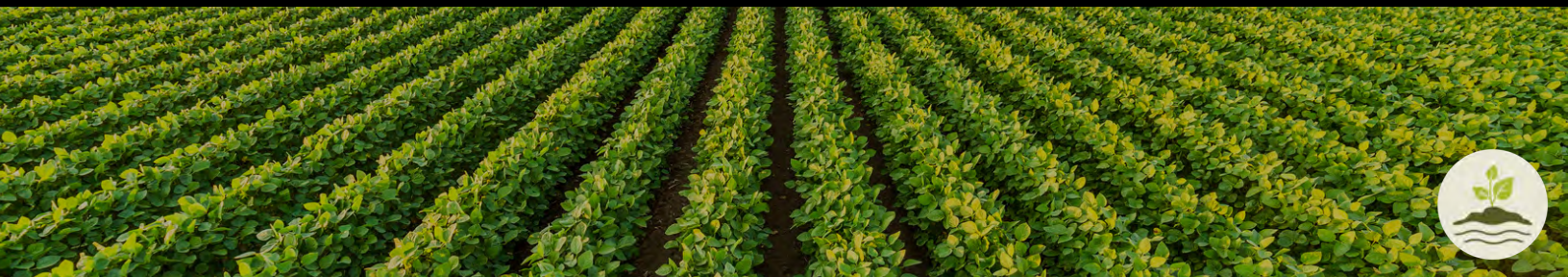
GRADE STABILIZATION STRUCTURES

Grade stabilization structures are installed to stabilize the channel grade and control erosion to prevent the formation or advance of gullies and headcuts.

4,212

ACRES ENROLLED IN CREP

The Redwood SWCD assists landowners in enrolling in the Conservation Reserve Enhancement Program (CREP), and also helps the state complete the restoration initiatives on various parcels. This 4,212 includes closed easements, new easements, and previous easements where restoration is completed.







Project Spotlight

Springdale 19 Grade Stabilization

Discussions have been going on for years to try and figure out how to help reduce the impacts from flooding at and downstream of the Tracy golf course. Area II and the Redwood SWCD engineered and developed plans to help address the problem, however funding the project became the next hurdle. Area II secured state money to cover 75% of the project costs, but the remaining 25% still needed to be secured. The initial project estimates put the cost of the project at \$436,000, so the landowners needed to find a way to come up with around \$110,000 of local match.

Over the course of a few years, a few options were explored, one of which was a special taxing district. Unfortunately the creation of a special taxing district does not happen overnight and comes with its own timelines.

Finally, at an informational meeting, several landowners decided to throw out the idea of just funding the project amongst themselves without using a taxing district. And that is exactly what happened, in the course of the next couple weeks, enough landowners had called the SWCD to commit cash to the project, and the \$110,000 was raised. Additional cash contributions were provided by Redwood and Lyon Counties.

**4,226 Tons of Sediment
loss per year prevented**



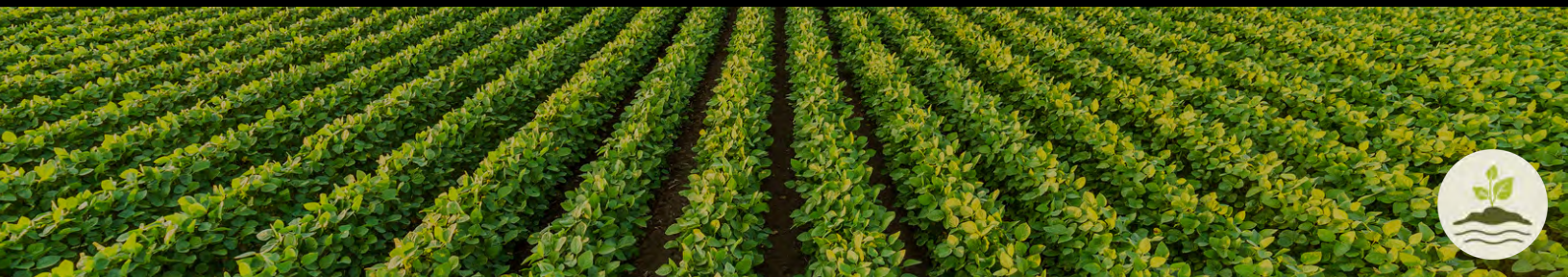
Project Spotlight

LCCMR Research Projects

In 2020 the Redwood SWCD applied for 2 grants through the Legislative-Citizen Commission on Minnesota Resources (LCCMR). The LCCMR committee recommended both projects for funding which was later approved by the legislature.

The first project was awarded in the amount of \$197,000 and will be focused on researching previously established CREP sites. The aim of this project is to quantify how successful historical CREP restorations actually are, and determine what value the public received for the large investment in conservation set aside lands.

The second project was awarded in the amount of \$288,000 and will be focused on researching the economics of adopting soil health practices on the farm. The goal of this project is to set up demonstration plots on working farms so that landowners in the County can see side by side comparisons of traditional vs soil health management systems. By tracking a multitude of economic parameters, we hope to show the benefit to the farms bottom line by adopting soil health practices. This is a three year study, but we hope to continue to work with our participants for many years to come and continue to track and record the data.



Conservation Farmer



Mike and Mary Hewitt

The conservation farmer of the year is selected by the Redwood SWCD Board of Supervisors.

The Redwood SWCD selected Michael Hewitt for our Conservation Farmer of the Year in 2021. Mike is an expert in the field of soil health making the decision to nominate him for this award an easy one. Mike has been using soil health practices for the last twenty plus years before it became popular in this area. As Mike puts it “I’m a sucker for something new”, which has proven to work out great for him. We appreciate his efforts to constantly research and work with others to improve his operation leaving a minimal impact on our environment for future generations to come. The dedication Mike has for farming and his willingness to share these experiences makes him an excellent nominee for this award.

Area Finalist!

After being selected as the Conservation Farmer in Redwood County for 2021, the Minnesota Association of Soil and Water Conservation Districts (MASWCD) has named Michael & Nancy Hewitt of Walnut Grove as one of eight Area Finalists in the 2021 Outstanding Conservationist Award Program.

Congratulations!

TO MIKE AND MARY!

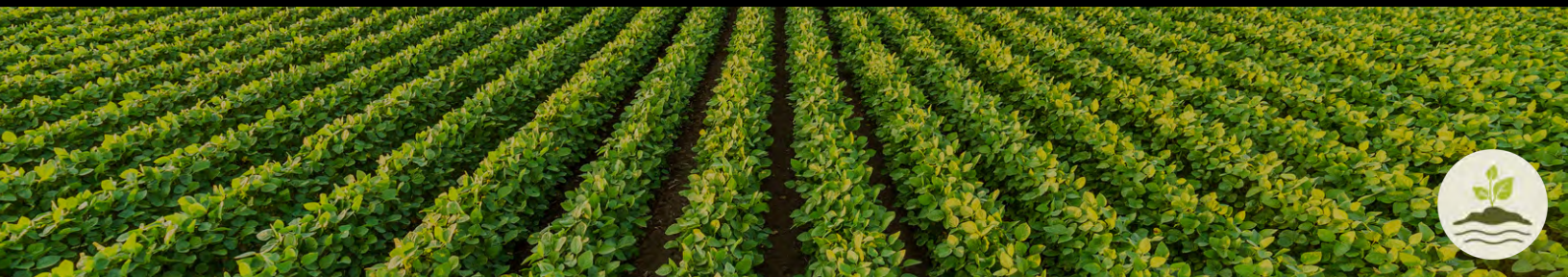


WCPI

The Watershed Conservation Planner Initiative provided a dedicated staff person to provide conservation planning in 8 Counties along the Middle Minnesota Watershed for a 3 year time period, hosted by the Redwood SWCD. The partnership consisted of working with area NRCS and SWCD's to provide customer service and support, helping to support field offices with workload. The Middle MN Watershed activities began October of 2018 and were completed December of 2021. Within the 3 years of the initiative, required results were exceeded due to the dedication and competency of staff within the watershed.

- Total Conservation Plans Completed: 223 (100 required)
- Total Acres Planned: 42,570
- Total Workshops Completed: 10 (6 required)
- Total Outreach Completed: 38 (6 required)

In addition to leveraging almost \$24 million through EQIP, CRP, CREP, and LCCMR funded projects, the initiative also funded \$71,616 to complete engineering designs to construction check out for erosion control projects.



Local Water Management



Redwood SWCD is the coordinating agency for implementing Redwood County's Comprehensive Local Water Management Plan. In 2020 the water management plan was amended to include an implementation plan for 2021-2025.

Task Force

Dennis Groebner – Redwood County Commissioner
Rick Wakefield – Redwood County Commissioner
Kerry Netzke – Redwood-Cottonwood Rivers Control Area
Loren Clark - Natural Resource Conservation Service
Brad Salfer – Banker
Ryan Benedict – Ag Producer
Jim Doering – City of Redwood Falls
Ed Lenz – Board of Soil and Water Resources
Tom Morley – Wildlife and Ag. Producer
Bruce Tiffany - Ag Producer
Mike Hewitt - Ag Producer
Kurt Mathiowetz – Redwood SWCD, Water Plan Coordinator
Scott Wold - Redwood SWCD, Redwood County

Priority Concerns

1. Groundwater protection that will focus on wellhead protection for public or private water supply.
2. Drainage management focusing on wetland restorations and floodwater retention opportunities (altered hydrology).
3. Surface water quality addressing impaired waters by major watershed for these priority pollutants: phosphorus, nitrogen and fecal coliform bacteria.
4. Erosion and sediment control focusing on residue management county-wide, and gully and concentrated flow areas in the southwest portion of Redwood County.

2021 Accomplishments

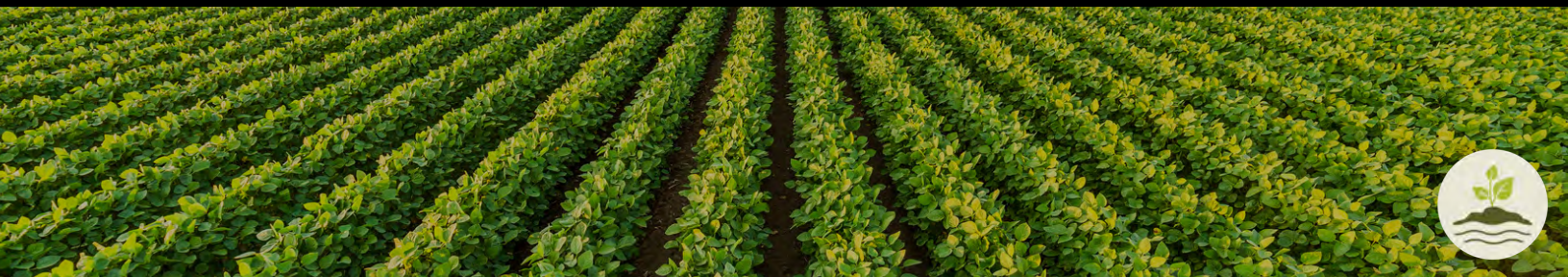
Held meeting for water plan task force to set 2021 priorities and budget

8 abandoned wells sealed

350 acres of No Till cost share provided

80 acres of cover crop cost share provided

\$1,800 in cost share provided for structural engineerd practices



Water Quality Certification

What Is Water Quality Certification Program?

The Water Quality Certification Program is a program that provides farmers an opportunity to take the lead in implementing practices that protect our water resources.

Farmers who execute and maintain good farm management practices will be certified and receive regulatory certainty for 10 years.



Water Quality Certification Stats

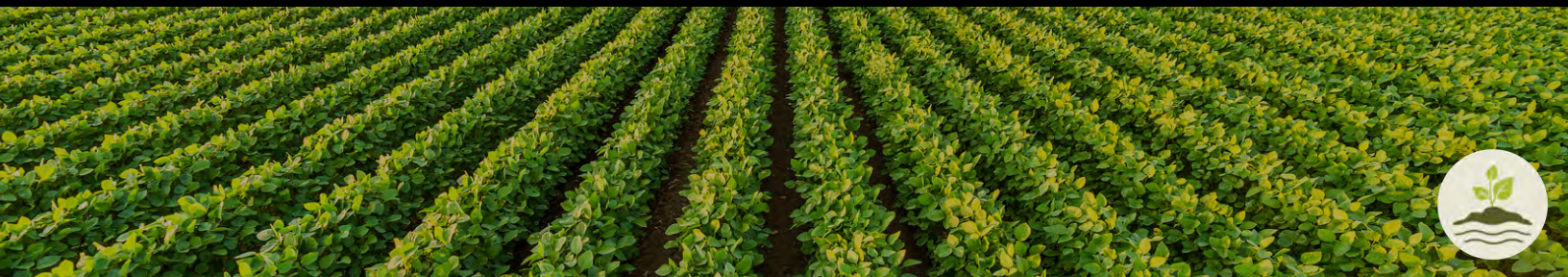
- 3,196.77 Acres enrolled in 2021
- \$65,000 in grant funding provided to enrolled farms in 2021
- 23 Certifications overall
- 14 Certifications in process

Why should Farmers Participate and how do they benefit?

- To receive access to financial and technical assistance.
- To help protect and improve water quality in Redwood County and in Minnesota.
- To help ensure land productivity for future generations.
- To receive regulatory certainty.
- To receive recognition for conservation stewardship.
- To receive stability to plan for and invest in conservation practices.
- To be part of the water quality solution.

How do Farmers Become Certified?

- Application – first step is completion of an application indicating they are currently in compliance with existing regulations.
- Assessment – second step is the evaluation of each field within the operation using the computer model. The following items are assessed:
 - Nutrient Management Factors
 - Physical Field Characteristic
 - Tillage Management Factors
 - Pest Management Factors
 - Tile Drainage Factors
 - Conservation Practices



Wetland Conservation Act (WCA)

Redwood SWCD is the designed Local Government Unit (LGU) for the Wetland Conservation Act (WCA) under a resolution from Redwood County Board of Commissioners, with oversight by the MN Board of Water and Soil Resources and enforcement from the MN DNR Enforcement Division. WCA requires anyone proposing “impacts” to wetlands to go through a permitting process. Certain activities are exempted from WCA. These exemptions vary by type, size and location.

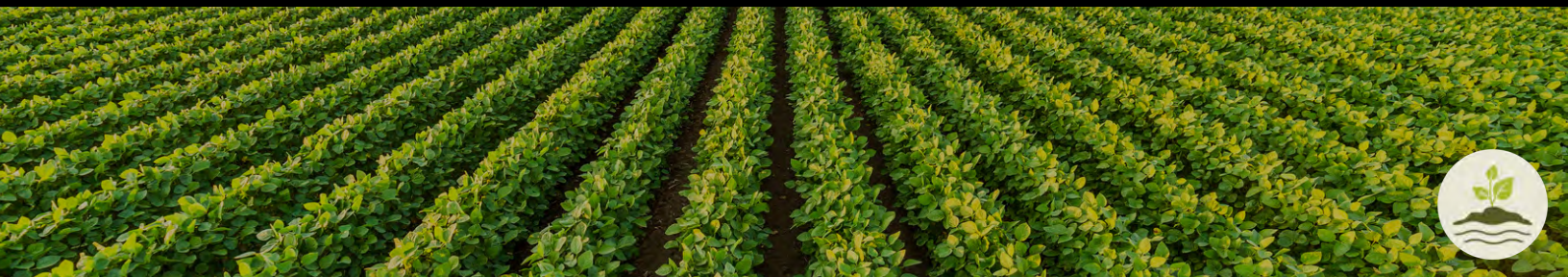


A summary of 2021 activities:

- Assistance provided to 15 individuals
- Applications – 9
- Exemptions – 2
- Replacement Plan – 0
- Enforcement Actions - 0
- Potential Violations – 0
- Trainings – 1

In 1991, reacting to public concern about the disappearance of wetlands in Minnesota, the Minnesota Legislature approved and signed the Wetland Conservation Act. There are several purposes of the Wetland Conservation Act.

1. Achieve no net loss of wetland quantity, quality and biological diversity or existing wetlands.
2. Increase quantity, quality and biological diversity of wetlands through restoration or enhancements of previously impacted wetlands.
3. Avoid impacts that destroy or diminish quantity, quality or biological diversity.
4. Replace wetlands when avoidance of impacts is not feasible and prudent.



Reinvest in Minnesota (RIM)

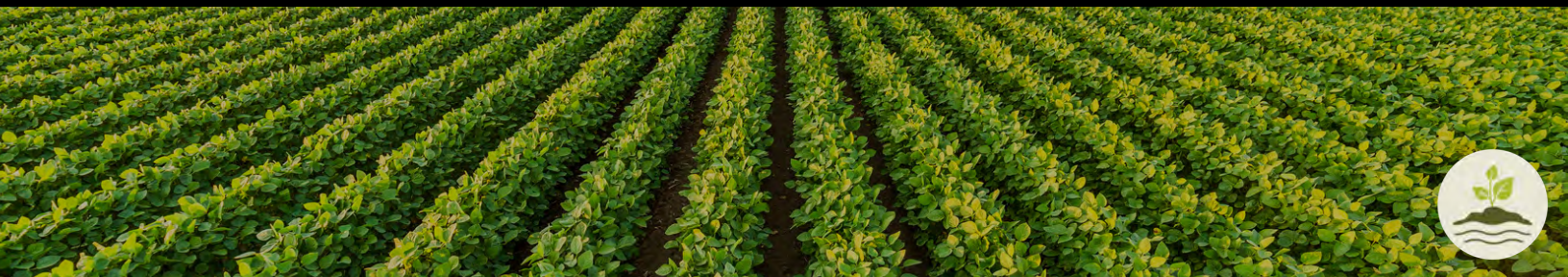
In 1986, the Reinvest in Minnesota Resources Act was enacted to restore certain lands to protect soil and water quality and support fish and wildlife habitat. RIM is a voluntary conservation easement program primarily designed to take sensitive cropland out of production to address a variety of concerns. The vast majority of RIM easements are permanent in duration. The RIM contract means the landowner surrenders certain rights they have to the property; cropping, haying/grazing (unless approved), general disturbance of conservation cover, and building structures or developing roads. Essentially, the landowner must keep the habitat intact. Landowners are compensated for granting these conservation easements, all the while the landowner still owns the land and manages access, pays taxes (typically reduced) and conducts the management on the parcel. This program is administered by the Board of Water and Soil Resources. Local Soil and Water Conservation Districts implement the program locally.



In 2008, the citizens of Minnesota voted to change to the constitution, increasing the sales tax and dedicating a large portion of that money toward clean water and wildlife habitat. It has been hugely successful, especially here in Redwood County. In addition to a large influx of money allocated by the legislature for RIM Bonding, we were able to enroll larger areas adjacent to rivers, ditches and lakes, and public water wetlands.



Currently, Redwood County has a total of 561 easements recorded or in process since 1986. These contracts total 19,590 acres. Local seed vendors, earthwork contractors, land management contractors, area elevators and farmers have been hired to perform the establishment, maintenance and management of these conservation lands.



Ag Best Management Loan Program

Redwood Soil and Water Conservation District administers the Ag Best Management Loan Program offered by the Minnesota Department of Agriculture.

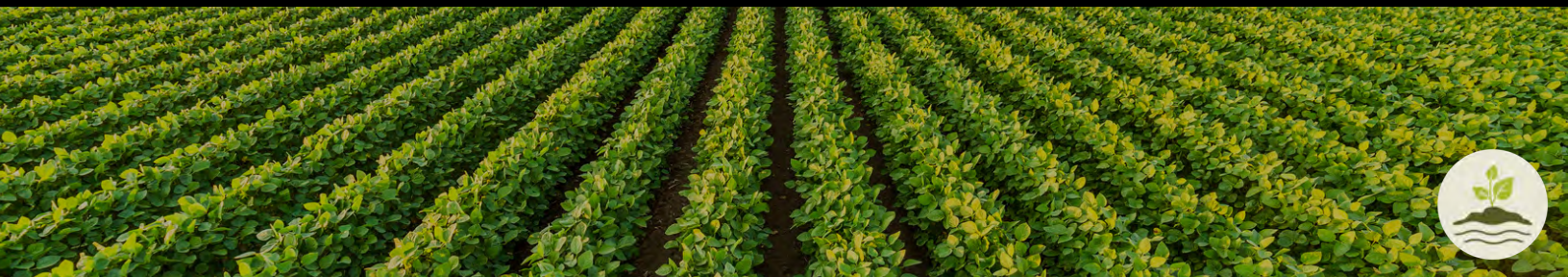


Some activities that have qualified for low interest loans in Redwood County include:

- Feedlot improvements to treat a pollution problem
- Manure handling equipment
- Conservation Tillage equipment to leave minimum of 30% residue
- Upgrade out-of-compliance individual septic systems
- New well construction if old well is contaminated by proof of water test

The loan program provides low interest financing to farmers, rural landowners, and agriculture supply businesses for the implementation of best management practices that improve water quality problems in Redwood County. Loans are provided for projects that meet the goals in Redwood County's Comprehensive Local Water Management Plan.

**FUNDS AVAILABLE FOR 2022
BMP LOANS!**



Minnesota Buffer Law

Since 2015, the MN Legislature passed a buffer law which essentially reinforced laws already on the books - the Shoreland Ordinance and Public Drainage Ditch buffers. The law requires a vegetated buffer be placed along Public Waters (50-foot average width) affected covered under the current Shoreland Ordinance and along Public Ditches (16.5-foot width). The Public Water buffers must be in place by Nov 1st, 2017 and the Public Ditches by Nov 1st, 2018. The purpose of the law is to help improve water quality in the State of Minnesota. We all know this will not fix water quality, but is one tool being used to help.

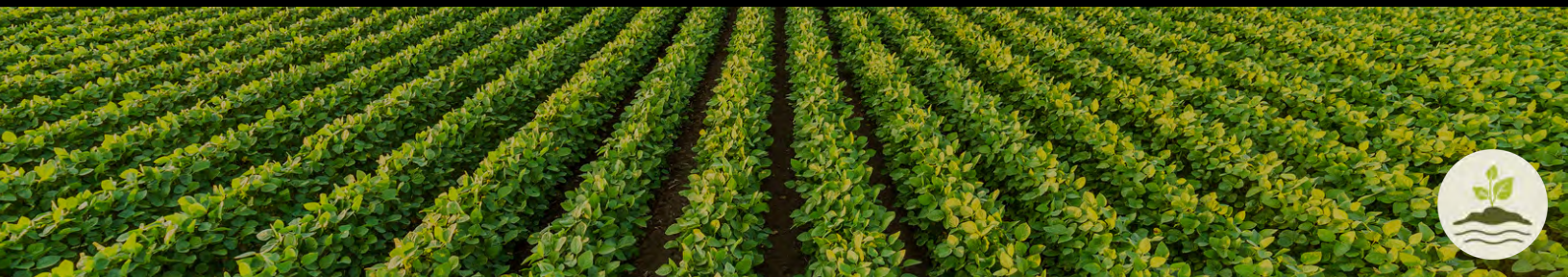


Compliance in Redwood County as of 2022

Public Waters: 99%

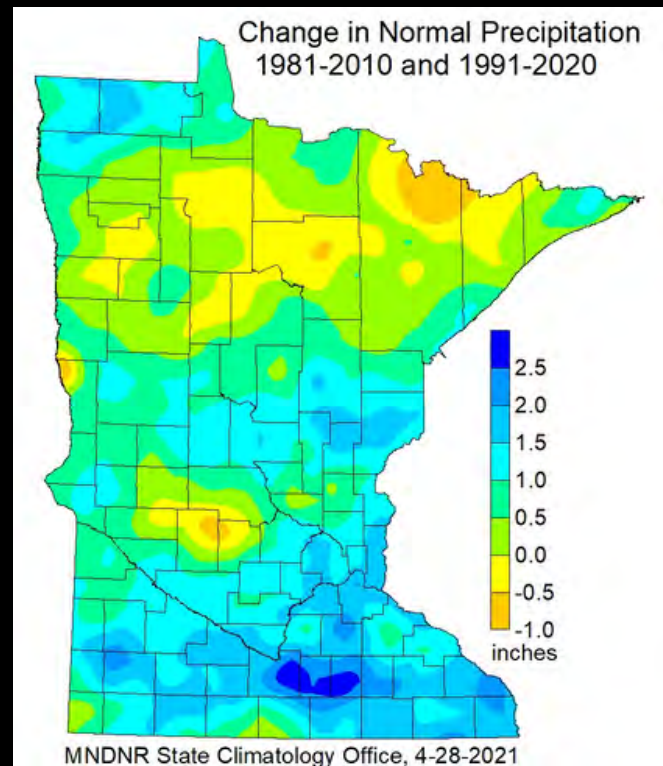
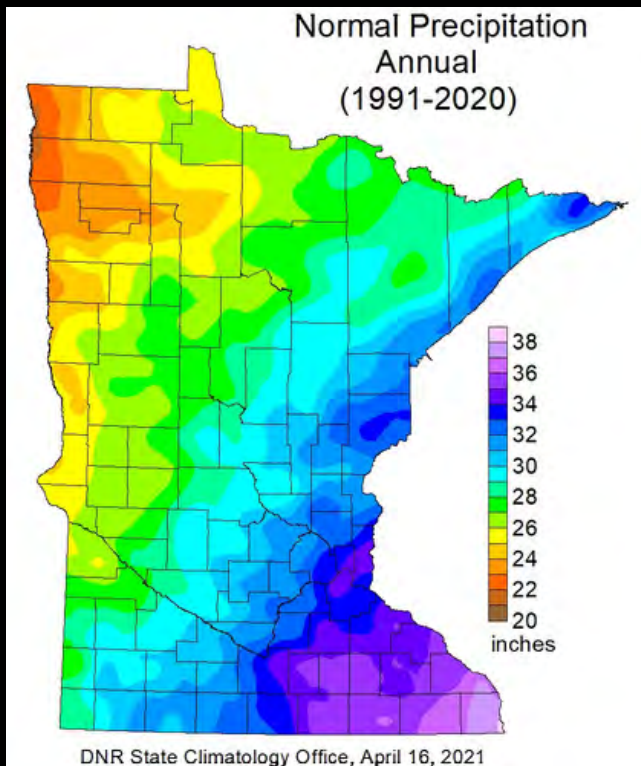
103E Public Ditches: 95%

Part of the legislation included the SWCDs conducting a preliminary review of the waters in their county and assess compliance. In Redwood County, the buffer law impacts 2,737 parcels of land - overall compliance at the end of 2016 indicated Public Waters parcels were over 75% compliant, but Public Ditches are only 36% compliant.



Rain Gauge Program

Redwood SWCD continues to cooperate with the State Climatologists Office to enlist individuals across the county to collect rainfall data. All SWCD's in the state select individuals every 12 miles across the state to collect this data. The data is used to record average rainfall data for the entire state.



Help Wanted!

We are currently looking for individuals to collect rainfall data in the following townships: Delhi, Gales, Johnsonville, Kintire, Morgan, New Avon, North Hero, Sheridan, Sundown, Vesta, and Westline.





Find us on Facebook!



Check us out on YouTube!



For more information reach out to us or stop by anytime Monday through
Friday 8:00 - 4:30

1241 East Bridge Street, Redwood Falls, MN 56283
Redwoodswcd.org / 507-637-2427 ext. 3 /
redwoodswcd@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date: 05/02/22	Originating Dept.: County Attorney
Preferred 2nd Date:	
Discussion Item: Westlaw Contract	Presenter: Jenna
	estimated time needed: 5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Requesting approval of Westlaw contract

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



Order Form

Order ID: Q-03049829

Contact your representative kirsten.stewart@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000131011
 REDWOOD COUNTY
 ATTORNEY
 PO BOX 130 250 S JEFFERSON ST
 REDWOOD FALLS MN 56283-8304 US
 "Customer"

Shipping Address

Account #: 1000131011
 REDWOOD COUNTY
 ATTORNEY
 PO Box 130
 250 S JEFFERSON ST
 REDWOOD FALLS MN 56283-8304 US

Billing Address

Account #: 1000131011
 REDWOOD COUNTY
 ATTORNEY
 PO Box 130
 250 S JEFFERSON ST
 REDWOOD FALLS, MN 56283-8304
 US

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Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Renewal Products							
Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to	Monthly Charges for Initial	Renewal Effective Date	Renewal Term (Months)

				Renewal Effective Date	Renewal Year		
40757482	West Proflex	0000134018		\$824.94	\$849.69	7/1/2022	60

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. You are also responsible for all Excluded Charges as defined below. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Renewal Terms

At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

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- Campus Research
- Contract Express
- Hosted Practice Solutions

- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

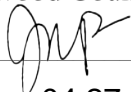
You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-03049829

Signature of Authorized Representative for order	Title
Printed Name	Date

This Order Form will expire and will not be accepted after 6/19/2022.

APPROVED AS TO FORM
Redwood County Attorney

By: 
Date: 04.27.2022



Attachment

Order ID: Q-03049829

Contact your representative kirsten.stewart@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000131011

Order Confirmation Contact (#28)

Contact Name: Peterson, Jenna

Email: jenna_p@co.redwood.mn.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name JENNA PETERSON

Email jenna_p@co.redwood.mn.us

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description

Charges During Renewal Term

Material #	Product Name	Year 1	% incr	Year 2	% incr	Year 3	% incr	Year 4	% incr	Year 5
		Monthly Charges	Yr 1-2*	Monthly Charges	Yr 2-3*	Monthly Charges	Yr 3-4*	Monthly Charges	Yr 4-5*	Monthly Charges
4075748 2	West Proflex	\$849.69	3.00%	\$875.18	3.00%	\$901.44	3.00%	\$928.48	3.00%	\$956.33

Charges During Renewal Term

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing



REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/2022	Originating Dept.: EDA
Preferred 2nd Date:	
Discussion Item:	Presenter: Briana Mumme
CDBG-CV Broadband Grant Environmental Assessment Award	estimated time needed: 5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Award bid to complete Environmental Assessment Worksheet (EAW) for the Community Development Block Grant to Bolton and Menk in the amount of \$13,000.

Background Information:

As required by the Community Development Block Grant (CDBG) - CV the County was awarded, an environmental assessment is to be completed. Four bids were received. Recommend Bolton & Menk as lowest responsible bidder, as they have a guaranteed bid, will complete the project on time, and is the only firm with previous experience in this grant.

ISG - \$9,500
 WSB - NTE \$9,057
 Bolton & Menk - NTE \$13,000
 Barr Engineering - NTE \$57,960

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****



REQUEST FOR BOARD ACTION

Requested Board Date: 5/3/2022	Originating Dept.: EDA
Preferred 2nd Date:	
Discussion Item:	Presenter: Briana Mumme
American Rescue Plan - Border to Border Application Discussion	estimated time needed: 10 minutes
Board Action: <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Discussion regarding the Border to Border application for local units of government unable to participate financially.

Background Information:

Redwood County EDA is partnering with Arvig to develop an application with DEED through the Border-to-Border program. If awarded the funds would be used to provide fiber-to-the-premises. A local match is required of the program. Funding requests have been made with some of the local units of government which are included in the project to participate. Seeking discussion to determine if a LUG is unable to contribute how to proceed.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

2022 Liquor License Application

Redwood County, Minnesota

Wilder Pageant Committee Inc

-Township of Springdale

-Temporary License for blue grass festival 7/29 & 7/30/2022

Board of Commissioner's Approval

County Auditor Approval



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization Wilder Pageant Committee Inc.		Date organized 1/10/1979	Tax exempt number 41-1402147
Address PO BOX 313 - 11505 Crown Ave.	City Walnut Grove	State Minnesota	Zip Code 56180
Name of person making application William H. Richards, Wilder Pageant Committee Inc. (President)		Business phone 507-828-6616	Home phone 507-859-2713
Date(s) of event July 29 & July 30, 2022	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name William Richards - President	City Walnut Grove	State Minnesota	Zip Code 56180
Organization officer's name Kerry Knakmuhs - Treasurer	City Walnut Grove	State Minnesota	Zip Code 56180
Organization officer's name Amy Wakefield -Secretary	City Redwood Falls	State Minnesota	Zip Code 56283
Organization officer's name	City	State Minnesota	Zip Code

Location where permit will be used. If an outdoor area, describe.
 11505 Crown Ave., Walnut Grove MN. Wilder Outdoor Amphitheater. This is the location of the Wilder Pageant annual production since 1979. It has staging, parking, concession stand and public restrooms.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

Painted Prairie Vineyard, 1575 250th Ave., Currie, MN. , 565123. PHONE: 507-626-5203. Liquor Liability CM50423 via North Star Mutual

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Minnesota Joint Underwriting Association (pending for 7/29/22 - 8/1/22)

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

REDWOOD COUNTY
 City or County approving the license
120.00
 Fee Amount
3/30/2022
 Date Fee Paid

7/29-7/30/2022
 Date Approved
rachel-w@co.redwood.mn.us
 Permit Date
 City or County E-mail Address
507-637-4013
 City or County Phone Number

Signature City Clerk or County Official

Approved Director of Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



REDWOOD COUNTY SHERIFF'S OFFICE

RANDY HANSON, SHERIFF

303 East Third Street | PO Box 47 | Redwood Falls, MN 56283-0047
(507) 637-4036 (P) | (507) 637-4007 (F) | sheriff@co.redwood.mn.us

RECEIVED

APR 01 2022

REDWOOD COUNTY
AUDITOR - TREAS

- To: **All Tobacco & Liquor License Applicants**
- Instructions:
- o Type or print legibly in black ink.
 - o Failure to complete all information could delay the processing your application.

BUSINESS INFORMATION

Name:	Wilder Pageant Committee Inc.			
Address:	11505 Crown Avenue, Walnut Grove, MN 56180			
	(Street)	(City)	(State)	(Zip)
Phone:	Bus: 888- 859-3102. Cell: 507-828-6616 (William Richards)			

OWNER/MANAGER INFORMATION

Name:	Richards	William	Harve
(List other nicknames, maiden name or other names 'known as')	(Last)	(First)	(Middle)
Address:	2815 231 st Street, Walnut Grove, Mn. 56180		
	(Street)	(City)	(State)
Driver's License:	State: MN No: A991047625619		Date of Birth: 8/19/1950
Phone Number:	507-859-2713 (H) and 507-828-6616 (C)		
Previous Address (10 Years):	2815 231 st Street, Walnut Grove, Mn. 56180		
	Email: <i>daprince2898@gmail.com</i>		

State of Minnesota,

}

County Of Redwood

The undersigned, Redwood County Attorney or Assistant Redwood County Attorney, and Redwood County Sheriff, hereby recommend the within application, it appearing to the best of our knowledge that said applicant has not, within a period of twelve months prior to the date of this application, been convicted of a federal, state or local law, ordinance provision, or other regulation relating to tobacco, and that in our judgment the applicant will comply with the laws regulations, and ordinances relating to the sale of tobacco, tobacco products, and tobacco related devices.

Redwood County Attorney
Date

4/16/2022

Redwood County Sheriff
Date *4-12-2022*

PROOF OF WORKER'S COMPENSATION, FEDERAL I.D. AND SOCIAL SECURITY NUMBER

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd.2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner and the Department of Labor and Industry payable to the Special Compensation Fund.

Minnesota Statutes section 270.72 also requires that all licensing authorities must obtain the applicant's social security number and Minnesota Federal Identification Number on all license applications. Upon request of the commissioner, the licensing authority must provide the commissioner with a list of all applicants, including the name, address, business and name and address, social security number, and business identification number of each applicant.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

BUSINESS NAME: Laura Ingalls Wilder Pageant Committee **FEDERAL TAX ID #** 41-1402147

INSURANCE COMPANY: SUPERIOR POINT
(Not Agent)

POLICY NUMBER OR SELF-INSURANCE PERMIT NUMBER: 114531.803

DATES OF COVERAGE: 06/16/2022 – 06/16/2023

----OR----

I AM NOT REQUIRED TO HAVE WORKERS' COMPENSATION LIABILITY COVERAGE BECAUSE:

I have no employees covered by the law

Other (Specify) _____

I have read and understand my rights and obligations with regards to business licenses, permit and workers' compensation coverage, and I certify that the information provided is true and correct.



Signature

504-56-0271

Social Security Number

TOWNSHIP MINUTES

February 17, 2022

RECEIVED
MAR 21 2022

**State of Minnesota}
County of Redwood}
Town of Springdale}**

The town board met at the home of the clerk, with Brian Johnson, Ed Carter, Merna Malmberg, Larry Muenchow and Jon Boerboom. Brian opened the meeting.

Larry moved, 2nd by Jon to approve the minutes of our last monthly meeting.

Larry moved, 2nd by Jon to pay all bills.

\$ 31.00 Redwood Electric	\$ 582.75 Power Plan
456.12 Redwood Co. Ass. Twp	483.00 MN Revenue
675.47 Leo Kashmarek	2704.71 Country Insurance

Jon moved, 2nd by Larry for Resolution #02-22 for Reestablishing Precinct Boundary and Polling Place.

*

Jon moved, 2nd by Larry to allow a Temporary Liquor License to the Wilder Pageant committee Inc. for the "Loose Gravel Music Festival" on July 29th from 5:00 p.m. to 11:00 p.m. and the 30th from 10:00 a.m. to 11:00 p.m.

Jon moved, 2nd by Larry that the meeting adjourn without delay.

Attest, Merna S. Malmberg, Clerk

**Brian Johnson}
Larry Muenchow} Supervisors
Jon Boerboom}**

Brian Johnson

COPY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2021

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).

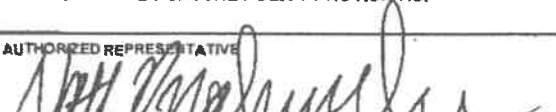
PRODUCER Knakmuhs Agency - Westbrook PO Box 8 535 1st Ave Westbrook MN 56183		CONTACT NAME: Nate Knakmuhs PHONE (A/C No., Ext): 507-274-5962 E-MAIL ADDRESS: nate@knakmuhsagency.com FAX (A/C, No):	
INSURED Painted Prairie Vineyard Andrew & Krista Kopperud 1575 250th Ave Currie MN 56123		INSURER(S) AFFORDING COVERAGE INSURER A: North Star Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20210408144344308 **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 SUBR INSD? WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CM50423	04/01/2021	06/02/2022	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		CM50423	04/01/2021	06/02/2022	Aggregate Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Farm Winery

CERTIFICATE HOLDER State of Minnesota	CANCELLATION 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 



REQUEST FOR BOARD ACTION

Requested Board Date: May 5, 2022	Originating Dept.: Administration
Preferred 2nd Date:	
Discussion Item: Contract Assignment and Assumption	Presenter: Vicki Kletscher
	estimated time needed: 2 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve TT&J Holdings LLC contract assignment to JTA-WDSI

Background Information:

October 6, 2020, Redwood County entered into a contract with TT&J Holdings for Category 12 Detention Doors/Hardware/Furnishings in the amount of \$59,100. February 3, 2022, JTA Builders, LLC, dba WDSI purchased certain assets of TT&J Holdings, including the agreement with Redwood County. As part of this transaction, JTA Builders assumes all rights, duties and obligations contained in the agreement.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Approve the attached assignment and assumption of Agreement as described above. The scope of work is exactly the same, the changes on this include the updated Contract Name, dollar amount reflects balance of contract to complete (\$8,273.50).

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT FROM TT&J HOLDINGS LLC
dba WDSI DATED OCTOBER 6, 2020**

This ASSIGNMENT AND ASSUMPTION is made and entered into by and between the COUNTY OF REDWOOD, STATE OF MINNESOTA (“COUNTY”), 403 South Mill Street, PO Box 130, Redwood Falls, Minnesota 56283, and JTA Builders, LLC dba WDSI, (“CONTRACTOR”), 460 Decorah Road, West Bend, Wisconsin 53095.

WHEREAS, TT&J Holdings LLC dba WDSI and COUNTY entered into an Agreement dated October 6, 2020, executed by COUNTY on October 6, 2020, (hereinafter the “Agreement”); and

WHEREAS, on February 3, 2022, CONTRACTOR purchased certain assets of TT&J Holdings LLC dba WDSI including the Agreement (said acquisition/transaction may be referred to herein as the “Transaction”); and

WHEREAS, as part of said transaction, CONTRACTOR desires to assume all rights, duties, and obligations contained in the Agreement; and

WHEREAS, the COUNTY is agreeable to CONTRACTOR’s assumption of the Agreement, including all rights, duties, and obligations therein.

IT IS HEREBY AGREED that:

1. Effective February 3, 2022, CONTRACTOR accepts the assignment of the Agreement and further agrees to assume without reservation the Agreement including but not limited to all applicable express and implied rights, duties, obligations, titles, and interests therein.
2. Subject to the provisions herein, COUNTY hereby consents to said assignment and assumption of the Agreement by CONTRACTOR.
3. The parties hereto expressly agree that COUNTY is not releasing TT&J Holdings LLC dba WDSI from any liability, claims, or causes of action it may have against TT&J Holdings LLC dba WDSI to the extent such liability, claims, or actions: (i) were duly incurred under the Agreement; and (ii) were not effectively assigned to CONTRACTOR by the Transaction, by act of law, or otherwise. TT&J Holdings LLC dba WDSI shall remain liable for the same as though the Transaction had not happened and as though the Agreement had not been assigned and/or assumed. The foregoing is not intended to nor shall it be construed as eliminating, modifying, or otherwise relieving CONTRACTOR of the assumption of the Agreement as set forth herein.
4. CONTRACTOR warrants that it has a plan to ensure compliance with the terms herein including but not limited to plans and contingencies for performance under the Agreement, for rights not effectively assigned, and for cooperation with COUNTY in enforcing its rights and, to the extent applicable, TT&J Holdings LLC dba WDSI’s rights, duties, and obligations including but not limited to intellectual property rights, warranties, rebates, credits, taxes etc, and dependencies on TT&J Holdings LLC dba WDSI’s third-party providers. CONTRACTOR agrees to fund and implement its plan commensurate with the sensitivity of the rights, duties, and obligations being assigned, to deliver a written copy of the plan to COUNTY upon COUNTY’s request, and/or to meet with COUNTY to review the plan.

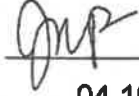
5. CONTRACTOR agrees to defend, indemnify, and hold harmless the COUNTY from any liability, claims, causes of action, judgments, and damages, including reasonable attorney's fees, resulting directly or indirectly: (i) from the assignment or assumption of the Agreement; and (ii) from any act or omission by TT&J Holdings LLC dba WDSI which relates or pertains to the Agreement or performance thereunder and for which TT&J Holdings LLC dba WDSI does not defend, indemnify, and/or hold harmless COUNTY.

6. The Agreement, attached hereto as Exhibit A, is hereby incorporated by this reference. CONTRACTOR hereby agrees to be bound by all of the provisions of the Agreement as though CONTRACTOR had been the originally named party in the Agreement. As used in the Agreement, "CONTRACTOR" shall mean CONTRACTOR. Except as set forth herein, the terms, conditions and provisions of the Agreement shall remain in full force and effect as between COUNTY and CONTRACTOR. The matters set forth in the "WHEREAS" clauses at the beginning of this Assignment are hereby incorporated into and made a part of this Assignment. If there is any conflict between the terms of the Agreement and this Assignment, the terms of this Assignment shall prevail.

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COUNTY BOARD AUTHORIZATION

Reviewed by the County
Attorney's Office



Date: 04.19.2022

COUNTY OF REDWOOD
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

CONTRACTOR
CONTRACTOR warrants that the person who
executed this Agreement is authorized to do so
on behalf of CONTRACTOR as required by
applicable articles, bylaws, resolutions or
ordinances.*

By:  _____

Printed Name: Theodore J Ward

Printed Title: Member

Date: 4/19/22

*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

OPERATING AGREEMENT

OF

JTA BUILDERS LLC

This Operating Agreement (the "Agreement") by and between Theodore J Ward (the "Member"), and JTA Builders LLC, a Wisconsin limited liability company (the "Company"), is effective as of the date of the execution of this Agreement.

RECITALS

The Member formed the Company by filing with the Wisconsin Department of Financial Institutions Articles of Organization, as provided in Chapter 183 of the Wisconsin Statutes, the Wisconsin Limited Liability Company Law (the "WLLCL"). The Articles are attached to this Agreement as Exhibit A and were accepted for filing effective May 28, 2021.

The Member affirms his membership in the Company, acknowledges the contributions and the values of the contributions made by him, and assents to the operation of the Company under the WLLCL except as otherwise provided in this Agreement. The Member of the Company states and agrees to the following:

1. The Member is the sole Member of the Company and owns 100% of its membership interests. No membership interest in the Company may be granted or transferred without the written consent of the Member.
2. The provisions of the WLLCL relating to a limited liability company, the management of which has been vested in the Member, shall apply in full force to the Company's operations and management.
3. The Company is to be dissolved and its business wound up as provided in the WLLCL.
4. The Company shall be managed solely by the Member.
5. Except to the extent required by the WLLCL, the Member is authorized to do on the Company's behalf all acts reasonably necessary to carry out the Company's business, including, but not limited to, the right to:
 - (a) enter into contracts or agreements with persons for the operation of any aspect of the Company's business and pay from the Company's funds the consideration required under such contracts or agreements;
 - (b) buy, sell, or otherwise deal with Company property;
 - (c) make capital improvements to or otherwise rehabilitate the Company's properties;

- (d) insure the Company's activities;
 - (e) pay out of the Company's funds all fees and expenses incurred in the organization of the Company, as well as all operating expenses;
 - (f) borrow money;
 - (g) subject Company property to a security interest;
 - (h) hire and discharge officers, employees, and other personnel;
 - (i) hire and discharge consultants;
 - (j) retain attorneys, accountants, and other professionals in the course of the performance of the Member's duties and the exercise of her or her powers;
 - (k) invest Company funds; and
 - (l) make changes or amendments to the Company's Articles of Organization.
6. Any person dealing with the Company or its Member may rely on a certificate signed by the Member as to:
- (a) the identity of the Member;
 - (b) the existence or non-existence of any fact or facts that constitute a condition precedent to acts by the Member or any other matter germane to the Company's affairs;
 - (c) the persons who are authorized to execute and deliver any instrument or document on the Company's behalf; or
 - (d) any act or failure to act by the Company or the Member or as to any other matter whatsoever involving the Company or the Member.
7. Only the Member has the right, power, and authority to execute documents on behalf of and in the name of the Company, and no person shall be obligated to inquire into the authority of the Member to bind the Company.
8. This Agreement may be amended with the consent of the Member.

Dated as of May 28, 2021.

JTA Builders LLC

By: 
Theodore J Ward, Member



REQUEST FOR BOARD ACTION

Requested Board Date: May 3, 2022	Originating Dept.: Administration
Preferred 2nd Date:	
Discussion Item: ARPA Expenditure reporting	Presenter: Vicki Kletscher
	estimated time needed: 2 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Acknowledge that all expenditures and obligations prior to April 1, 2022 for SLFRF have been re-categorized and reported to the Department of the Treasury as "Revenue Replacement-Provision of Government Services (6.1)

Background Information:

On March 1, 2022, the Board acted as follows: On motion by Van Hee, second by Forkrud, the Board voted unanimously to authorize for Redwood County to expend American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds utilizing the Standard (Revenue Loss) Allowance.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

County Auditor-Treasurer Price contacted our state auditors seeking guidance to recategorize previous obligations under the standard allowance for revenue loss and it was agreed that the Board action on March 1 was sufficient to allow the re-categorization of those obligated funds.

Reviewed by Administrator: Yes No

**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****