

AGENDA

REDWOOD COUNTY BOARD OF COMMISSIONERS

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

TUESDAY NOVEMBER 1, 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.**

8:15 a.m.

JOINT DITCH AUTHORITY – REDWOOD COUNTY AND BROWN COUNTY

Award JD 29 B & R Cleanout

8:30 a.m.

- Open Forum**
- Review and approve November 1st Meeting Agenda
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
 - October 18th minutes
 - Bills

8:30 a.m.

- **EXTENSION**
Stacy Johnson
 - 1) Introduction – Caitlyn Krueger – 4-H Program Associate
 - 2) 4-H Update

8:50 a.m.

- **ROAD & BRIDGE**
Anthony Sellner
 - 1) Authorization to Pay Bills
 - 2) Award Belview/Delhi Equipment Rental with Operator
 - 3) Trailer Replacement Purchase
 - 4) Declare Excess Property for Sale or Transfer of Skid Loader Trailer
 - 5) Professional Engineering Contract with Kimley-Horn for RAISE Grant
 - 6) Professional Engineering Contract with Widseth for Township Bridge Designs

9:20 a.m.

- **ECONOMIC DEVELOPMENT**
Briana Mumme
 - 1) Mortgage Subordination Request for South Forty Meat Market Revolving Loan Fund
 - 2) Amended Tax Abatement Policy and Application

9:30 a.m.

- **PUBLIC HEARING – BUSINESS SUBSIDY POLICY**
 - 1) Resolution to Adopt the Amended Redwood County Business Subsidy Policy and Application

9:45 a.m.

- **BREAK**

10:00 a.m.

- **PUBLIC HEARING – REPEAL OF MORATORIUM ON THE PERMITTING AND CONSTRUCTION OF COMMERCIAL SOLAR GARDENS & INTERIM SOLAR GARDEN ORDINANCE**

10:15 a.m.

- **PLANNING AND ZONING**
Nick Brozek
1) Conditional Use Permit #12-12 filed by Vicki Friedrichs

10:25 a.m.

- **ENVIRONMENTAL**
Scott Wold
1) Beacon Property Owners Report Review

10:30 a.m.

- **ADMINISTRATOR**
1) Facility/Safety Policy
2) Resolution Supporting Green Light for Veterans

Personnel

- 1) County Assessor Job Description
- 2) Acknowledge Retirement
- 3) Acknowledge Resignation

11:20 a.m.

- **CLOSED SESSION**
Labor Negotiations pursuant to MN Statute 179A.01 to 179A.25

Other Items – No Scheduled Time:

Commissioner Items:

ADJOURN

****OPEN FORUM****

OPEN FORUM PROCEDURE

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.

Brown & Redwood JD 29 Drainage Authority

Agenda

November 1, 2022 @ 8:15 a.m.
Brown County Courthouse
14 S State Street
New Ulm, MN 56073

Join Zoom Meeting

<https://us02web.zoom.us/j/81593700972>

Call in information

1 (312) 626 6799

1 (646) 931 3860

Find your local number: <https://us02web.zoom.us/u/kbjL4QuCK5>

One tap mobile

+13017158592,,85252906365# US (Washington DC) 13092053325,,85252906365#

Meeting ID: 815 9370 0972

Brown County: Commissioners Scott Windschitl, Dean Simonsen, Jeffrey Veerkamp
Redwood County: Commissioners Rich Wakefield and Dennis Groebner

1. Appoint Chair / Vice Chair
2. Adopt Agenda
3. Review bids for JD 29 B&BE Partial Open Ditch Clean Out – of cleanout contract to appointed bidder
4. Adjourn.

B&R Joint Ditch Authority Action Requested: Award the contract to appropriate bidder.

Background: The section of B&R Judicial Ditch (JD) 29 is located in Prairieville Township in Brown County. It was requested by a number of landowners to have 22,800 feet cleaned out. A map of the ditch is attached. The project is scheduled to be completed by April 1, 2023.

Quotes were requested from 9 contractors. Quotes for this project were opened on October 19. Quotes are as follows:

<u>Contractor</u>	<u>Clean Out/Ft</u>	<u>Total Bid</u>
Rickert Excavating	\$1.15	\$26,220.00
Walters Excavating	\$1.40	\$31,920.00

The Ditch Inspector recommends the low bid.

REQUEST FOR BOARD ACTION

Requested Board Date: October 25, 2022

Originating Department: Auditor-Treasurer

Flexibility: Yes

Presenter: Kelly Hotovec/Andrew Lang

Estimated Time: #5 minutes

Item: JD 29 B&R Partial Open Ditch Clean Out

Board Action Requested: Award the contract to appropriate bidder.

Background: The section of Judicial Ditch (JD) 29 R&B is located in Prairieville Township in Brown County. It was requested by a number of landowners to have 22,800 feet cleaned out. A map of the ditch is attached. The project is scheduled to be completed by April 1, 2023.

Quotes were requested from 9 contractors. Quotes for this project were opened on October 19. Quotes are as follows:

<u>Contractor</u>	<u>Clean Out/Ft</u>	<u>Total Bid</u>
Rickert Excavating	\$1.15	\$26,220.00
Walters Excavating	\$1.40	\$31,920.00

The Ditch Inspector recommends the low bid.

Supporting Documents: X attached ___ none

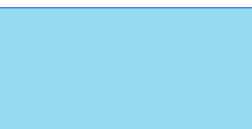
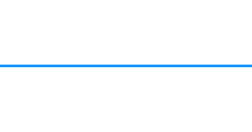


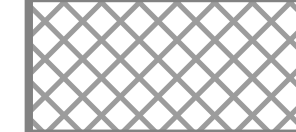

Administrator's Comments:

Board Action:	Motion offered by _____
	Motion seconded by _____
Approved as Requested _____	Vote by acclamation _____
Denied _____	Roll call vote _____
Tabled _____	District 1 _____
Other _____	District 2 _____
	District 3 _____
	District 4 _____
	District 5 _____


Notations:

Brown County Ditch System

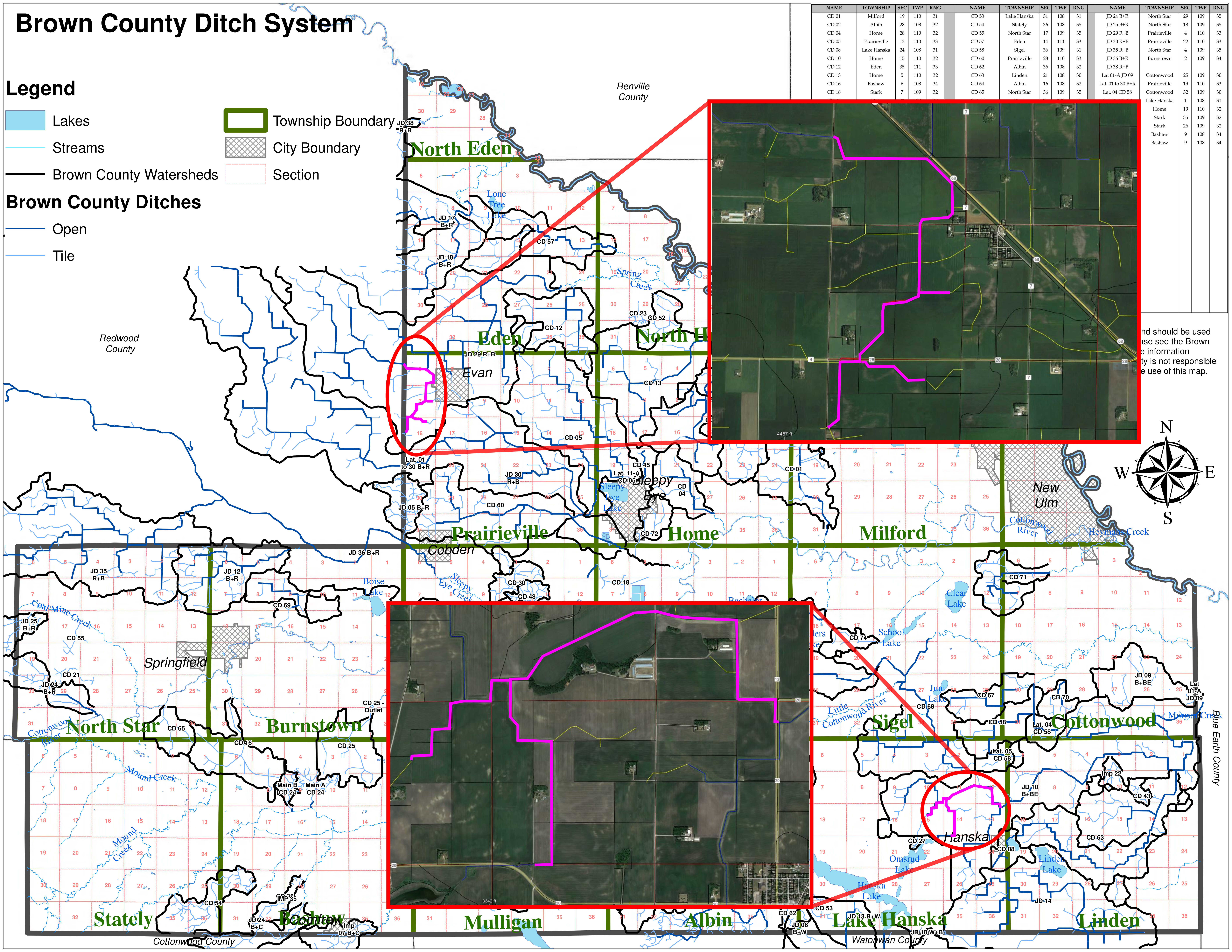
Legend

-  Lakes
-  Streams
-  Brown County Watersheds
-  Township Boundary
-  City Boundary
-  Section

Brown County Ditches

-  Open
-  Tile

NAME	TOWNSHIP	SEC	TWP	RNG	NAME	TOWNSHIP	SEC	TWP	RNG	NAME	TOWNSHIP	SEC	TWP	RNG
CD 01	Milford	19	110	31	CD 53	Lake Hanska	31	108	31	JD 24 B+R	North Star	29	109	35
CD 02	Albin	28	108	32	CD 54	Stately	36	108	35	JD 25 B+R	North Star	18	109	35
CD 04	Home	28	110	32	CD 55	North Star	17	109	35	JD 29 R+B	Prairieville	4	110	33
CD 05	Prairieville	13	110	33	CD 57	Eden	14	111	33	JD 30 R+B	Prairieville	22	110	33
CD 08	Lake Hanska	24	108	31	CD 58	Sigel	36	109	31	JD 35 R+B	North Star	4	109	35
CD 10	Home	15	110	32	CD 60	Prairieville	28	110	33	JD 36 B+R	Burnstown	2	109	34
CD 12	Eden	35	111	33	CD 62	Albin	36	108	32	JD 38 R+B				
CD 13	Home	5	110	32	CD 63	Linden	21	108	30	Lat 01-A JD 09	Cottonwood	25	109	30
CD 16	Bashaw	6	108	34	CD 64	Albin	16	108	32	Lat 01 to 30 B+R	Prairieville	19	110	33
CD 18	Stark	7	109	32	CD 65	North Star	36	109	35	Lat. 04 CD 58	Cottonwood	32	109	30
											Lake Hanska	1	108	31
											Home	19	110	32
											Stark	35	109	32
											Stark	26	109	32
											Bashaw	9	108	34
											Bashaw	9	108	34



Map should be used as a guide only. For more information see the Brown County Ditch System Manual. The County is not responsible for the use of this map.

REDWOOD COUNTY, MINNESOTA

OCTOBER 18, 2022

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

Present for all or portions of the meeting were Commissioners Bob Van Hee, Dave Forkrud, Jim Salfer, Rick Wakefield, Dennis Groebner and County Administrator Vicki Kletscher. Also present were County Engineer Anthony Sellner; Auditor/Treasurer Jean Price; County Attorney Jenna Peterson; Human Resource Coordinator Peter Brown; Environmental Director Scott Wold; Sheriff Randy Hanson, Recorder Joyce Anderson; Technology Coordinator Paul Parsons; Technology Support Specialist Brian Schulte; Tiffany Knott.

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

On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the October 18th agenda.

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

CONSENT AGENDA

- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the Consent Agenda.
- October 4th minutes.
 - Payment of bills as follows:

General Fund	\$ 121,285.37
Ditch Maintenance Fund	\$ 64,548.62
Building Fund	\$ 13,500.00
Soil and Water Fund	\$ 38,416.48

- Bills exceeding \$2,000: Baycom \$6,014.00; Cottonwood County \$3,150.00; Mend Correctional Care \$4,123.69; Redwood County Highway Department \$5,768.97; Tersteeg's Holiday Market \$10,580.62; Northland Business Systems \$2,495.85; G & R Electric \$29,170.86; Brey Tiling & Excavating \$2,355.00; Regents of U of MN \$20,330.28; A & W Furniture \$13,500.00; M. Behrends \$2,364.38; Houston Engineering \$4,000.00; Jones, Haugh, Smith \$12,740.00; Kerkhoff Brothers \$5,668.47; Bruce Ness \$3,740.00; Stantec Consulting \$31,045.75; TNT Construction \$64,548.62; Area II Mn River Basin Project \$11,929.75; John Goelz \$2,687.50; Great River Greening \$11,930.65; Casey Hultquist \$10,150.00.

**PUBLIC HEARING FOR THE AMERICANS WITH DISABILITIES
ACT TRANSITION PLAN**

- At 8:35 a.m., the Board entered into a Public Hearing in the matter of the Adoption of the Americans with Disabilities Act Transition Plan. Present for the Public Hearing were Commissioners Wakefield, Salfer, Forkrud, Groebner and Van Hee, Administrator Kletscher, Administrative Assistant Heidi Wersal, and Highway Engineer Anthony Sellner.
- Sellner presented the Affidavit of Publication.
- Sellner presented an overview of the Americans with Disabilities Act Transition Plan.
- There was no one present for public comments.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to adopt the Americans with Disabilities Act Transition Plan.
- Chair Salfer closed the Public Hearing for the Americans with Disabilities Act Transition Plan at 8:43 a.m.

PUBLIC HEARING FOR THE TITLE VI PLAN AND POLICY

- At 8:44 a.m., the Board entered into a Public Hearing in the matter of the Adoption of the Title VI Plan and Policy. Present for the Public Hearing were Commissioners Wakefield, Salfer, Forkrud, Groebner and Van Hee, Administrator Kletscher, Administrative Assistant Heidi Wersal, and Highway Engineer Anthony Sellner.
- Sellner presented the Affidavit of Publication.
- Sellner presented an overview of the Title VI Plan and Policy.
- There was no one present for public comments.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to adopt the revised Title VI Plan and Policy pending County Attorney approval.
- Chair Salfer closed the Public Hearing for the Title VI Plan and Policy at 9:00 a.m.

RECONVENE

- The Board reconvened into Regular Session at 9:00 a.m.

ROAD AND BRIDGE

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

**Resolution
County Road and County State Aid Design Standards**

WHEREAS, implementation of road and bridge design standards are necessary to ensure uniformity of driver expectations, enhancing transportation safety on public infrastructure; and

WHEREAS, our County Roads and Bridges and County State Aid Roads and Bridges will have established design standards, regardless of the type of project financing;

NOW, THEREFORE BE IT RESOLVED, the Redwood County Highway Department adopts the current State Aid Operations Chapter 8820 design standards from the current Minnesota Administrative Rules.

- On motion by Forkrud, second by Wakefield, the Board voted unanimously to award low bidder, Epoxy Company, LLC in the amount of \$29,106.00 to seal snowplow truck parking bays in the Redwood County Highway Shop.
- On motion by Van Hee, second by Forkrud, the Board voted unanimously to approve the final vehicle pricing and the purchase of (3) 2023 Chevy 3500's at \$49,191.80 each from Marthaler Chevrolet.
- On motion by Wakefield, second by Van Hee, in a roll-call vote with Salfer, Groebner, Forkrud, Wakefield, and Van Hee all voting aye, the Board adopted the following resolution:

RESOLUTION
REQUESTING THE RELEASE OF DISASTER ASSISTANCE ACCOUNT FUNDS

WHEREAS, from 2018 through 2020, four state-declared disasters were proclaimed that affected Minnesota Counties. These disasters resulted in the need for federal assistance to repair county-owned roadways and bridges. The Federal Highway Administration (FHWA) Emergency Relief (ER) Program declares that permanent emergency repairs are federally eligible for reimbursement at 80% with the remaining 20% to be a Local Public Agency (LPA) cost share; and

WHEREAS, Minnesota Statutes Chapter 12.221 subdivision 6 was revised in 2015 to include a clause to provide the LPA cost share for federal assistance from the FHWA ER Program under United States Code, Title 23, Section 125. The law was modified in 2015 to provide a more efficient distribution of funds to LPAs in the event of a declared disaster. This is the first time since the law was changed that local agencies have requested funds using this revised statute and process; and

WHEREAS, over the four disasters, fifteen counties were provided with FHWA ER funding and assurance that the associated 20% cost share would be provided from the Disaster Assistance Account (DACA); and

WHEREAS, requests for funding reimbursements for the ER-funded projects began in 2020 and have been denied by the Department of Public Safety (DPS); and

WHEREAS, Minnesota Statutes Chapter 12.221, subdivision 6, clause 3 states that the local agencies are eligible for the 20% cost share from the DACA fund; and

WHEREAS, the fifteen Counties have expended an estimated \$3.3 million in the LPA 20% cost share since 2018 and have not been provided the pledged funding from the DACA Fund.

WHEREAS, the 20% cost share represents an additional property tax burden to local residents and has prevented Redwood County from using these funds on other needed resources.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County of Redwood, Minnesota, hereby requests that Governor Walz intercedes on their behalf to release the 20% LPA cost share of FHWA ER Program Funding from the DACA Fund.

EMPLOYMENT RECOGNITION

- The Board recognized Randy Hanson, Sheriff's Department, for 35 years of service to Redwood County and Joseph Probst, Highway Department, for 15 years of service to Redwood County.

SHERIFF

- Hanson presented the September Jail Population and Sentence to Serve Quarterly Report.

AUDITOR/TREASURER

- On motion by Wakefield, second by Van Hee, the Board voted to approve the following:
 - Cash Balance Report
 - Investment Summary
 - Budget Reports, General Fund, Road and Bridge Fund, Human Services Fund, Building Fund, Ditch Fund, Health Fund, Debt Service Fund, Insurance Fund, Soil and Water Conservation District Fund and Solid Waste Fund.
- September 2022 Disbursements in the amount of \$989,498.32.
- Bills exceeding \$2,000: Great Plains Natural Gas \$4,238.70, \$2,168.07; Redwood Falls Public Utilities \$4,238.70, \$9,786.39; Preferred One \$10,630.79, \$25,936.67, \$10,283.61, \$8,191.26, \$34,549.48, \$4,690.93, \$15,010.10; BCBS \$2,286.00; WEX Leap \$8,307.17, \$8,307.17; Redwood Electric Cooperative \$2,459.08; MN Dept. of Revenue \$106,341.80 \$7,860.00; Redwood County License Center \$3,723.35; Baier Construction \$4,993.85; Redwood Falls \$2,765.09; School District #2754 \$2,169.21; School District #2884 \$24,216.13; School District #2897 \$23,379.30; School District #2898 \$3,835.31; School District #640 \$25,040.34; SWHHS \$4,560.94; Charlestown Twp. \$5,363.08; Delhi Twp. \$8,169.49; Johnsonville Twp. \$2,125.36; Lamberton Twp. \$2,490.34; North Hero Twp. \$3,022.09; Paxton Twp. \$4,724.13, \$2,931.08; Sherman Twp. \$2,854.94; Vesta Twp. \$6,860.10; Bitker CR Share Trust \$7,950.00; G. Bitker \$3,750.00; J. Bitker \$7,950.00; S. Bitker \$8,550.00; Christensen Family Trust \$3,412.50; Debbaut Trust \$6,337.50, \$6,337.50; Garrison Trust \$7,800.00; Gilb Trust \$21,225.00; Kelly Trust \$7,800.00; MN Commission of Finance \$4,477.50; Netzke Trust \$8,550.00; Henry Smith \$2,063.00; Karen Stoeckman \$7,950.00; Christensen Trust \$2,559.38, \$2,559.37; Robert Christensen \$3,412.50; Redwood County A/T \$2,169.35; A & T Septic \$15,750.00; Baier Construction \$12,204.66; Delta Dental \$4,830.01; US Postal Service \$3,000.00; Baune Plumbing \$16,847.33; DLT Solutions \$28,012.48; Meadowland Farmers Coop \$25,023.34; R & G Construction \$76,490.23; Rinker Materials \$27,996.80, \$20,895.55; Sir Lines-A-Lot \$3,496.99; Bolton & Menk \$15,101.00; Everstrong Construction \$172,050.23.

TECHNOLOGY

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the KnowB4 renewal subscription for three years in the amount of \$10,281.60.
- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve the Real Vision Software Support renewal in the amount of \$3,300.00 to be funded from the Recorder's Equipment Fund.
- Parsons and Schulte presented different options for publicizing board meetings to the public. Retention Policies will be reviewed by the County Attorney.

ADMINISTRATOR

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

**RESOLUTION RECOMMENDING THE APPOINTMENT OF
SHELLEY SWEETMAN AND GARY SCHIMBENO
TO THE RED ROCK RURAL WATER SYSTEM BOARD OF COMMISSIONERS**

WHEREAS, Shelley Sweetman’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, 2022; and

WHEREAS, Gary Schimbena’s 4-year term as a Commissioner on the RRRWS Board of Commissioners is scheduled to expire at midnight on December 31, 2022; and

WHEREAS, on July 14, 2022 the RRRWS Board of Commissioners unanimously adopted a Motion which recommends that Shelley Sweetman and Gary Schimbena each be re-appointed to another 4-year term on the RRRWS Board of Commissioners; and

WHEREAS, the County Board of Commissioners believe that Shelley Sweetman and Gary Schimbena are qualified to act as Commissioners on the RRRWS Board of Commissioners and are both worthy of re-appointment.

NOW BE IT NOW RESOLVED, that the Redwood County Board of Commissioners hereby recommends that Shelley Sweetman and Gary Schimbena 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, 2023, and shall expire at midnight on December 31, 2026.

- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve the 2023 State of Minnesota Grant Contract Agreement, Snowmobile Grant-In-Aid Program Maintenance and Grooming Grants in the amount of \$94,438.03.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the 2023 Medical Examiner Contract Agreement with River Valley Forensic Services.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the 2022 Fall Redwood County Connection newsletter.

Personnel

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to set the 2023 health insurance rates with Blue Cross Blue Shield of Minnesota which represents a 2% increase from 2022.
- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the County Cafeteria Contributions for 2023.
- On a motion by Van Hee, second by Forkrud, the Board voted unanimously to set the 2023 Health Insurance premiums for COBRA participants.

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to set the VEBA contribution rates at \$125.00/month for Family, Employee & Dependents, and Employee and Spouse and Single Plan.
- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve the 2023 dental rates with Met Life.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the 2023 BCBS MN Sr. Gold/MedicareBlue RX renewal plan for Redwood County retirees.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to hire Priscilla Wheeler-Vetsouvanh as full-time Correctional Officer effective 10-31-22 on the Correctional Officer, LELS non-licensed Officer Salary Schedule at Step 4, \$22.12/hour due to experience.

ENVIRONMENTAL

- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve to transfer \$52,559.26 of Aquatic Invasive Species funds to the Highway Department for the purchase of a 2023 3500 Chevy Pickup to be used as a mobile AIS billboard.

REDWOOD COUNTY DITCH AUTHORITY

- At 10:50 a.m. the Board entered into Redwood County Ditch Authority to present the Findings and Order for the Petition to outlet JD #31, Lateral F and the Redetermination of Benefits for CD #50. Present for the meeting was Commissioners Forkrud, Salfer, Groebner, Wakefield and Van Hee, County Administrator Kletscher, Administrative Assistant Wersal and Environmental Director Wold.
- On motion by Salfer, second by Van Hee, in a roll-call vote with Groebner, Salfer, Van Hee, Forkrud and Wakefield all voting aye, the Board approved the Findings and Order for JD #31, Lateral F, to use as an outlet filed by DMK Farms LLP.
- On motion by Van Hee, second by Salfer, in a roll-call vote with Groebner, Salfer, Van Hee, Forkrud and Wakefield all voting aye, the Board approved the Findings and Order for the redetermination of benefits of CD #50.
- Chair Wakefield adjourned Redwood County Ditch Authority at 10:56 a.m.

RECONVENED

- The Board reconvened into Regular Session at 10:56 a.m.

COMMISSIONERS ITEMS

- Chair Salfer appointed the five commissioners, County Administrator, County Engineer and Environmental Director as voting delegates for the Association of Minnesota Counties meetings.

ADJOURN

- There being no further business, Chair Salfer declared the meeting adjourned at 11:04 a.m.

Jim Salfer, Chair
Board of Commissioners

Attest: _____
Vicki Kletscher
County Administrator

DRAFT

OFFICIAL NOTICES/ UPCOMING MEETINGS

November 1st – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

November 9th – 10:00 a.m. – 3:00 p.m. – Soil and Water Road Tour – Walnut Grove area

November 15th – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

November 29th – 4:00 p.m.. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

December 4th – 7th – AMC Annual Conference – Minneapolis, MN

December 13th – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

December 15th – 8:00 a.m. – EDA Strategic Planning Meeting – Redwood County Government Center,
Learning Center

December 27th – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

ROAD & BRIDGE AGENDA

November 1, 2022

1. Approve Bills
2. Approve Belview/Delhi Equipment Rental
3. Approve trailer replacement
4. Declare excess property for sale or transfer
5. Approve Professional Engineering Contract for RAISE Grant
6. Approve Professional Engineering Contract for Township Bridge Design

Other Discussion Items:

- Mike Vollmer mowing concerns and equal treatment for property owners along CSAH 101 (lives south of the Judicial Ditch)
- Town bridge inspection costs $\$300 \times 150$ bridges = \$45,000
- Wood Blocks



REQUEST FOR BOARD ACTION

Requested Board Date:	11/1/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, P.E.
Approve Bills		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 RCHD October bills.

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 ****

Date: 10/26/2022
 Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
 Thru: 11-1-2022

Sort: Line #

Line	Account	1099	Tax	Rpt	Object	Vendor	Voucher Project	Contract	Invoice Inventory	Road	Pgm	Sur	Job	Equip	Cust	Purchased		
																Quantity	Amount	
11-1	10/25/2022																	
1	1	29-0300			PROFESSIONAL ENGINEERING	1579							2278				.00	\$16,633.00
	N				6305 BLDG. - REPAIRS		CP 2278											
					Fin. Acct: 03.320.00000000													
1579 - AMERICAN ENGINEERING TESTING Vendor Totals:																	.00	\$16,633.00
2	2	41-0300			REPAIR PARTS	1250								2026			1.00	\$1,799.90
	N				6503 EQUIP.REPAIR PA				9999									
					Fin. Acct: 03.330.00000000													
3	3	42-0200			FILTERS	1250								3992			7.00	\$97.58
	N				6503 EQUIP.REPAIR PA				9999									
					Fin. Acct: 03.330.00000000													
4	4	42-0200			FILTERS	1250								2026			6.00	\$137.34
	N				6503 EQUIP.REPAIR PA				9999									
					Fin. Acct: 03.330.00000000													
5	5	41-0300			REPAIR PARTS	1250								2182			1.00	\$4.49
	N				6503 EQUIP.REPAIR PA				9999									
					Fin. Acct: 03.330.00000000													
6	6	42-0600			BATTERIES	1250								1220			1.00	\$144.99
	N				6503 EQUIP.REPAIR PA				9999									
					Fin. Acct: 03.330.00000000													
7	7	41-0300			REPAIR PARTS	1250								3872			2.00	\$27.98
	N				6503 EQUIP.REPAIR PA				9999									
					Fin. Acct: 03.330.00000000													
8	8	41-0300			REPAIR PARTS	1250								3611			1.00	\$8.49
	N				6503 EQUIP.REPAIR PA				9999									
					Fin. Acct: 03.330.00000000													
9	9	42-0600			BATTERIES	1250								1046			1.00	\$144.99
	N				6503 EQUIP.REPAIR PA				9999									
					Fin. Acct: 03.330.00000000													
1250 - AUTO VALUE OF REDWOOD FALLS Vendor Totals:																	20.00	\$2,365.76

Date: 10/26/2022
 Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Batch: 11-1-2022
 Thru: 11-1-2022

Purchases Edit Listing

Sort: Line #

Line	Account	1099 Tax Rpt Object	Vendor	Voucher Project	Contract	Invoice Inventory	Road Activity	Pgm	Sur	Job	Equip	Cust	Purchased		
													Quantity	Amount	
10	10	34-1010 BUILDING & GROUNDS MAINTENANCE	0590										.00	\$920.00	
		M 07 6305 BLDG. - REPAIRS													
		Fin. Acct: 03.330.00000000													
														Comment: Cleaning Services	
													0590 - Bree, Joan Vendor Totals:	.00	\$920.00
11	11	34-1010 BUILDING & GROUNDS MAINTENANCE	0307										.00	\$50.00	
		M 07 6305 BLDG. - REPAIRS													
		Fin. Acct: 03.330.00000000													
														Comment: Mowing	
													0307 - CHRISTENSEN, BOB Vendor Totals:	.00	\$50.00
12	12	34-1045 SHOP SUPPLIES	1623										.00	\$384.08	
		N 6502 SHOP MATERIALS													
		Fin. Acct: 03.330.00000000													
														Comment: Shop Supplies	
													1623 - Cintas Corporation Vendor Totals:	.00	\$384.08
13	13	12-0406 REPAIRING FLOOD WASHOUT	0096				0026	10	02				12.02	\$1,105.84	
		N 6501 ROAD MAINT.SUPP													
		Fin. Acct: 03.310.00000000													
														Comment: Road Maintenance	
														2022 May Storm Event	
14	14	12-0406 REPAIRING FLOOD WASHOUT	0096				0056	30	02				113.07	\$10,402.44	
		N 6501 ROAD MAINT.SUPP													
		Fin. Acct: 03.310.00000000													
														Comment: Road Maintenance	
														2022 May Storm Event	
15	15	11-0201 PATCHING/CRACK FILLING BITUM.	0096				0016	10	01				24.29	\$2,180.03	
		N 6501 ROAD MAINT.SUPP													
		Fin. Acct: 03.310.00000000													
														Comment: Road Maintenance	
													0096 - DUININCK, INC. Vendor Totals:	149.38	\$13,688.31
16	16	31-1025 OFFICE SUPPLIES	0751										.00	\$92.00	
		N 6401 OFFICE SUPPLIES													
		Fin. Acct: 03.301.00000000													
														Comment: Office Supplies	
													0751 - ECOWATER SYSTEMS Vendor Totals:	.00	\$92.00

Date: 10/26/2022
 Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
 Thru: 11-1-2022

Sort: Line #

Line	Account	Vendor	Voucher Project	Contract	Invoice Inventory	Road Pgm	Sur	Job	Equip	Cust	Purchased	
											Quantity	Amount
17	17 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0758			9999				3611		1.00	\$106.15
											0758 - ELECTRIC MOTOR CO. Vendor Totals:	
											1.00	\$106.15
18	18 34-1045 SHOP SUPPLIES N 6502 SHOP MATERIALS Fin. Acct: 03.330.00000000	1654									.00	\$173.22
											1654 - ETTERMAN ENTERPRISES, INC Vendor Totals:	
											.00	\$389.16
19	19 31-1025 OFFICE SUPPLIES N 6401 OFFICE SUPPLIES Fin. Acct: 03.301.00000000	1654									.00	\$215.94
											1654 - ETTERMAN ENTERPRISES, INC Vendor Totals:	
											.00	\$61.56
20	20 33-2000 SIGN COSTS N 6501 ROAD MAINT.SUPP Fin. Acct: 03.310.00000000	0791									.00	\$61.56
											0791 - FASTENAL COMPANY Vendor Totals:	
											.00	\$800.00
21	21 29-0300 PROFESSIONAL ENGINEERING M 07 6291 PROFESSIONAL & Fin. Acct: 03.320.00000000	1675	SAP 064-598-032					64503			.00	\$800.00
											1675 - FIALA, ERNEST Vendor Totals:	
											.00	\$800.00
22	22 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0869			9999				3611		3.00	\$168.13
											0869 - HERB'S REPAIR Vendor Totals:	
											3.00	\$168.13
23	23 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0718			9999				3219		20.00	\$83.54
											0718 - HERB'S REPAIR Vendor Totals:	
											20.00	\$83.54
24	24 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0718			9999				2093		1.00	\$76.83
											0718 - HERB'S REPAIR Vendor Totals:	
											1.00	\$76.83

Date: 10/26/2022
Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Batch: 11-1-2022
Thru: 11-1-2022

Purchases Edit Listing

Sort: Line #

Line	Account	Vendor	Voucher Project	Contract	Invoice Inventory	Road Activity	Pgm	Sur	Job	Equip	Cust	Purchased Quantity	Amount
25	25 34-1045 SHOP SUPPLIES N 6502 SHOP MATERIALS Fin. Acct: 03.330.00000000	0718										.00	\$230.48
Comment: Shop Supplies													
0718 - JOHN DAY COMPANY Vendor Totals:												21.00	\$390.85
26	26 42-0200 FILTERS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0719			9999					5205		2.00	\$84.46
Comment: Repair Parts													
0719 - JOHN DEERE FINANCIAL Vendor Totals:												2.00	\$84.46
27	27 11-0403 CLEARING AND GRUBBING (MINOR) M 07 6501 ROAD MAINT.SUPP Fin. Acct: 03.310.00000000	0921				0017	10	02				.00	\$10,000.00
Comment: Road Maintenance													
0921 - KECK TREE SERVICE Vendor Totals:												.00	\$10,000.00
28	28 34-1010 BUILDING & GROUNDS MAINTENANCE N 6305 BLDG. - REPAIRS Fin. Acct: 03.330.00000000	1742										.00	\$674.10
Comment: Building Maintenance													
1742 - KLABUNDE ELECTRIC, INC. Vendor Totals:												.00	\$674.10
29	29 12-0205 AGGREGATE SHOULDERING N 6501 ROAD MAINT.SUPP Fin. Acct: 03.310.00000000	2129				0006	10	01				649.66	\$2,923.47
Comment: Road Maintenance													
2129 - L & S CONSTRUCTION Vendor Totals:												649.66	\$2,923.47
30	30 28-0100 HIGHWAY EASEMENTS S 05 6366 RIGHT OF WAY - Fin. Acct: 03.320.00000000	2235								89903		.00	\$682.55
SAP 064-598-027 Comment: ROW													
31	31 28-0200 SLOPE EASEMENTS S 05 6367 RIGHT OF WAY-TE Fin. Acct: 03.320.00000000	2235								89903		.00	\$48.88
SAP 064-598-027 Comment: ROW													
2235 - Larsen, Randy R & Darla R Vendor Totals:												.00	\$731.43

Date: 10/26/2022
Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
Thru: 11-1-2022

Sort: Line #

Line	Account	Vendor	Voucher Project	Contract	Invoice Inventory	Road Activity	Pgm	Sur	Job	Equip	Cust	Purchased Quantity	Amount
32	32 31-4025 OFFICE REPAIR SERVICES N 6310 OFFICE EQUIP. R Fin. Acct: 03.301.00000000	4001										.00	\$138.87
Comment: Office Equipment													
4001 - Loffler Companies Vendor Totals:												.00	\$138.87
33	33 34-1045 SHOP SUPPLIES N 6502 SHOP MATERIALS Fin. Acct: 03.330.00000000	1063										.00	\$48.30
Comment: Office Supplies													
1063 - MATHESON TRI-GAS, INC Vendor Totals:												.00	\$48.30
34	34 34-1010 BUILDING & GROUNDS MAINTENANCE N 6305 BLDG. - REPAIRS Fin. Acct: 03.330.00000000	1065										.00	\$25.00
Comment: Building Maintenance													
1065 - MEADOWLAND FARMERS COOP. Vendor Totals:												.00	\$25.00
35	35 31-4030 PROFESSIONAL AND SERVICE FEES M 07 6291 PROFESSIONAL & Fin. Acct: 03.301.00000000	1064										.00	\$650.00
Comment: Hearing Testing													
1064 - MED-COMPASS, INC. Vendor Totals:												.00	\$650.00
36	36 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	1802			9999					2026		3.00	\$33.40
Comment: Repair Parts													
1802 - MIDWEST SUPPLY OF TRACY Vendor Totals:												3.00	\$33.40
37	37 34-1010 BUILDING & GROUNDS MAINTENANCE N 6305 BLDG. - REPAIRS Fin. Acct: 03.330.00000000	1093										.00	\$50.00
Comment: Building Maintenance													
1093 - MN DEPT. OF LABOR & INDUSTRY Vendor Totals:												.00	\$50.00
38	38 29-0300 PROFESSIONAL ENGINEERING N 6291 PROFESSIONAL & Fin. Acct: 03.320.00000000	1855									89825	.00	\$3,845.44
SAP 064-608-029 Comment: Professional Services													

Date: 10/26/2022
 Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
 Thru: 11-1-2022

Sort: Line #

Line	Account	1099 Tax Rpt Object	Vendor	Voucher Project	Contract	Invoice Inventory	Road Activity	Pgm	Sur	Job	Equip	Cust	Purchased	
													Quantity	Amount
39	39	29-0300 PROFESSIONAL ENGINEERING	1855							1299			.00	\$542.26
		N 6291 PROFESSIONAL & Fin. Acct: 03.320.00000000		SAP 64-599-113										Comment: Professional Services
1855 - MN DEPT. OF TRANSPORTATION Vendor Totals:													.00	\$4,387.70
40	40	42-0200 FILTERS	1154								2161		11.00	\$684.17
		N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000				9999								Comment: Repair Parts
41	41	42-0200 FILTERS	1154								3992		2.00	\$127.52
		N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000				9999								Comment: Repair Parts
42	42	41-0300 REPAIR PARTS	1154								2093		1.00	\$529.35
		N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000				9999								Comment: Repair Parts
43	43	41-0300 REPAIR PARTS	1154								2027		2.00	\$27.52
		N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000				9999								Comment: Repair Parts
1154 - NORTH CENTRAL INTERNATIONAL Vendor Totals:													16.00	\$1,368.56
44	44	41-0300 REPAIR PARTS	1150								1221		1.00	\$438.48
		N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000				9999								Comment: Repair Parts
45	45	41-0300 REPAIR PARTS	1150								1222		1.00	\$438.48
		N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000				9999								Comment: Repair Parts
1150 - NORTHERN SAFETY TECHNOLOGY INC Vendor Totals:													2.00	\$876.96
46	46	41-0300 REPAIR PARTS	1160								8947		1.00	\$253.60
		N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000				9999								Comment: Repair Parts
1160 - NORTHERN STATES SUPPLY, INC. Vendor Totals:													1.00	\$253.60

Date: 10/26/2022
 Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
 Thru: 11-1-2022

Sort: Line #

Line	Account	Vendor	Voucher Project	Contract	Invoice Inventory	Road Activity	Pgm	Sur	Job	Equip	Cust	Purchased	
												Quantity	Amount
47	47 33-5500 MISC. WEED CONTROL EXPENSE N 6501 ROAD MAINT.SUPP Fin. Acct: 03.310.00000000	1152										.00	\$29,239.08
Comment: Chemical													
1152 - Nutrien Ag Solutions, Inc. Vendor Totals:												.00	\$29,239.08
48	48 31-4015 POSTAGE AND SHIPPING N 6210 POSTAGE Fin. Acct: 03.301.00000000	1931										.00	\$158.55
Comment: Meter Lease													
NEY BOWES GLOBAL FINANCIAL SERVICES LLC Vendor Totals:												.00	\$158.55
49	49 34-1010 BUILDING & GROUNDS MAINTENANCE N 6305 BLDG. - REPAIRS Fin. Acct: 03.330.00000000	1934										.00	\$480.00
Comment: Building Maintenance													
1934 - PLUNKETT'S PEST CONTROL Vendor Totals:												.00	\$480.00
50	50 13-0403 SEAL COATING BITUMINOUS N 6501 ROAD MAINT.SUPP Fin. Acct: 03.310.00000000	1300				0024	10	01				.00	\$22,222.97
SAP 64-030-018 Comment: Road Maintenance													
51	51 13-0403 SEAL COATING BITUMINOUS N 6501 ROAD MAINT.SUPP Fin. Acct: 03.310.00000000	1300				0001	10	01				.00	\$5,187.52
SAP 64-030-018 Comment: Road Maintenance													
52	52 13-0403 SEAL COATING BITUMINOUS N 6501 ROAD MAINT.SUPP Fin. Acct: 03.310.00000000	1300				0006	10	01				.00	\$13,077.56
SAP 64-030-018 Comment: Road Maintenance													
1300 - RED ROCK QUARRY Vendor Totals:												.00	\$40,488.05
53	53 33-5000 MISC.MAINTENANCE EXPENSE N 6507 MISCELLANEOUS E Fin. Acct: 03.310.00000000	0215										.00	\$21,669.03
Comment: Ditch Assessments													
0215 - REDWOOD CO. TREAS.-DITCH MAINT Vendor Totals:												.00	\$21,669.03
54	54 42-0300 TIRES, TUBES, AND CHAINS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	1261								1077		1.00	\$201.00
9999 Comment: Repair Parts													

Date: 10/26/2022
 Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Batch: 11-1-2022
 Thru: 11-1-2022

Purchases Edit Listing

Sort: Line #

Line	Account	1099 Tax Rpt Object	Vendor	Voucher Project	Contract	Invoice Inventory	Road Activity	Pgm	Sur	Job	Equip	Cust	Purchased		
													Quantity	Amount	
55	55	41-0100 REPAIR LABOR	1261								1078		.00	\$8.00	
	N	6306 MAINTENANCE - E													
		Fin. Acct: 03.330.00000000													
															Comment: Repair Labor
56	56	41-0100 REPAIR LABOR	1261								1193		.00	\$60.00	
	N	6306 MAINTENANCE - E													
		Fin. Acct: 03.330.00000000													
															Comment: Repair Labor
57	57	41-0100 REPAIR LABOR	1261								2016		.00	\$68.00	
	N	6306 MAINTENANCE - E													
		Fin. Acct: 03.330.00000000													
															Comment: Repair Labor
58	58	41-0100 REPAIR LABOR	1261								2093		.00	\$53.00	
	N	6306 MAINTENANCE - E													
		Fin. Acct: 03.330.00000000													
															Comment: Repair Labor
59	59	41-0100 REPAIR LABOR	1261								1077		.00	\$30.00	
	N	6306 MAINTENANCE - E													
		Fin. Acct: 03.330.00000000													
															Comment: Repair Labor
1261 - REDWOOD TIRE SERVICE, INC. Vendor Totals:													1.00	\$420.00	
60	60	27-0600 MISCELLANEOUS CONSTRUCTION	2206								22130		.00	\$5,532.80	
	N	6505 ENG.& CONST.MAT			SAP 064-613-017										
		Fin. Acct: 03.320.00000000													Comment: Road Repair Supplies
2206 - Rinker Materials Vendor Totals:													.00	\$5,532.80	
61	61	41-0100 REPAIR LABOR	1304								3192		4.00	\$1,992.99	
	N	6503 EQUIP.REPAIR PA				9999									
		Fin. Acct: 03.330.00000000													Comment: Repair Parts
1304 - ROAD GROOM MANUFACTURING Vendor Totals:													4.00	\$1,992.99	
62	62	34-1045 SHOP SUPPLIES	1301										.00	\$335.82	
	N	6502 SHOP MATERIALS													
		Fin. Acct: 03.330.00000000													Comment: Shop Supplies
1301 - ROCKMOUNT RESEARCH & ALLOYS Vendor Totals:													.00	\$335.82	

Date: 10/26/2022
Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
Thru: 11-1-2022

Sort: Line #

Line	Account	Vendor	Voucher Project	Contract	Invoice Inventory	Road Pgm	Sur	Job	Equip	Cust	Purchased Quantity	Amount
63	63 34-1045 SHOP SUPPLIES N 6502 SHOP MATERIALS Fin. Acct: 03.330.00000000	1293									.00	\$168.99
Comment: Shop Supplies												
1293 - RSS GROUP INTERNATIONAL, INC Vendor Totals:											.00	\$168.99
64	64 34-1045 SHOP SUPPLIES N 6502 SHOP MATERIALS Fin. Acct: 03.330.00000000	1310									.00	\$275.27
Comment: Shop Supplies												
65	65 32-1005 FIELD ENGINEERING SUPPLIES N 6505 ENG. & CONST. MAT Fin. Acct: 03.320.00000000	1310									.00	\$229.98
Comment: Engineering Supplies												
66	66 41-0300 REPAIR PARTS N 6503 EQUIP. REPAIR PA Fin. Acct: 03.330.00000000	1310			9999				1221		1.00	\$459.99
Comment: Repair Parts												
67	67 41-0300 REPAIR PARTS N 6503 EQUIP. REPAIR PA Fin. Acct: 03.330.00000000	1310			9999				1222		1.00	\$459.99
Comment: Repair Parts												
1310 - RUNNINGS SUPPLY, INC. Vendor Totals:											2.00	\$1,425.23
68	68 34-1045 SHOP SUPPLIES N 6502 SHOP MATERIALS Fin. Acct: 03.330.00000000	1315									.00	\$125.44
Comment: Shop Supplies												
1315 - SAFETY-KLEEN CORP. Vendor Totals:											.00	\$125.44
69	69 32-2040 ROAD NEEDS STUDY N 6291 PROFESSIONAL & Fin. Acct: 03.320.00000000	3014									.00	\$315.68
Comment: Professional Services												
3014 - Stonebrooke Engineering, Inc. Vendor Totals:											.00	\$315.68
70	71 34-1010 BUILDING & GROUNDS MAINTENANCE N 6305 BLDG. - REPAIRS Fin. Acct: 03.330.00000000	2034									.00	\$68.00
Comment: Building Maintenance												
2034 - SUMMIT FIRE PROTECTION Vendor Totals:											.00	\$68.00

Date: 10/26/2022
Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
Thru: 11-1-2022

Sort: Line #

Line	Account	Vendor	Voucher Project	Contract	Invoice Inventory	Road Pgm Sur Job Equip Cust	Purchased		
							Quantity	Amount	
80	81 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	1464			9999		3154	1.00	\$47.81
							1464 - United Farmers Cooperative Vendor Totals:		1.00 \$700.61
81	82 31-1025 OFFICE SUPPLIES N 6401 OFFICE SUPPLIES Fin. Acct: 03.301.00000000	1491						.00	\$47.10
							1491 - WAL-MART Vendor Totals:		.00 \$47.10
82	83 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0938			9999		2026	1.00	\$990.62
							0938 - WEELBORG FORD Vendor Totals:		1.00 \$990.62
83	84 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0155			9999		5091	2.00	\$311.30
84	85 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0155			9999		2093	3.00	\$75.90
85	86 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0155			9999		5206	11.00	\$890.58
86	87 41-0300 REPAIR PARTS N 6503 EQUIP.REPAIR PA Fin. Acct: 03.330.00000000	0155			9999		5184	7.00	\$596.78
87	88 34-1045 SHOP SUPPLIES N 6502 SHOP MATERIALS Fin. Acct: 03.330.00000000	0155						.00	\$73.26
							0155 - WELTSCH EQUIPMENT, INC. Vendor Totals:		23.00 \$1,947.82

Date: 10/26/2022
 Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
 Thru: 11-1-2022

Sort: Line #

Line	Account	1099	Tax	Rpt	Object	Vendor	Voucher	Contract	Invoice	Road	Pgm	Sur	Job	Equip	Cust	Purchased	
																Quantity	Amount
88	89	42-0300			TIRES, TUBES, AND CHAINS	2077								2162		2.00	\$1,333.48
		N			6503 EQUIP.REPAIR PA				9999								Comment: Repair Parts
					Fin. Acct: 03.330.00000000												
2077 - WW TIRE SERVICE, INC Vendor Totals:																2.00	\$1,333.48
89	90	41-0300			REPAIR PARTS	1555								3212		2.00	\$1,130.52
		N			6503 EQUIP.REPAIR PA				9999								Comment: Repair Parts
					Fin. Acct: 03.330.00000000												
90	91	41-0300			REPAIR PARTS	1555								4218		9.00	\$337.54
		N			6503 EQUIP.REPAIR PA				9999								Comment: Repair Parts
					Fin. Acct: 03.330.00000000												
91	92	41-0300			REPAIR PARTS	1555								7187		2.00	\$501.70
		N			6503 EQUIP.REPAIR PA				9999								Comment: Repair Parts
					Fin. Acct: 03.330.00000000												
1555 - ZIEGLER, INC. Vendor Totals:																13.00	\$1,969.76

Date: 10/26/2022
Time: 07:40 am

REDWOOD COUNTY HIGHWAY DEPARTMENT

Purchases Edit Listing

Batch: 11-1-2022
Thru: 11-1-2022

Sort: Line #

Line	Account	Vendor	Voucher	Contract	Invoice	Road	Pgm	Sur	Job	Equip	Cust	Purchased	
												Quantity	Amount
	1099 Tax Rpt Object		Project		Inventory	Activity							
92	99 34-1010 BUILDING & GROUNDS MAINTENANCE	2185										.00	\$190.00
	M 07 6305 BLDG. - REPAIRS												
	Fin. Acct: 03.330.00000000												
													Comment: Building Maintenance

2185 - ZDoorMen Vendor Totals:	.00	\$190.00
---------------------------------------	------------	-----------------

10/25/2022 Date Totals:	923.04	\$169,281.21
--------------------------------	---------------	---------------------

Summary:

Purchase Count: 92	Error Count: 0	Grand Totals:	923.04	\$169,281.21
---------------------------	-----------------------	----------------------	---------------	---------------------

Without Inventory Codes Totals:	799.04	\$153,516.31
With Inventory Codes Totals:	124.00	\$15,764.90
Totals:	923.04	\$169,281.21

Non-Inventory Accounts With Inventory Codes Totals:	124.00	\$15,764.90
Inventory Accounts With Inventory Codes Totals:	.00	\$0.00
With Inventory Codes Totals:	124.00	\$15,764.90



REQUEST FOR BOARD ACTION

Requested Board Date:	11/1/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, P.E.
Award bid for equipment rental with operator in Belview/Delhi area		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 bid for equipment rental with operator in Belview/Delhi area to Zimmermann Maintenance Inc. (sole bidder).

Background Information:

Yearly Redwood County enters into a contract for Seasonal Equipment Rental in the Belview/Delhi Maintenance Area to provide various snow removal, grading, and maintenance activities and has continued yearly contracting of these services with area contractors.

The average yearly cost for these services is \$50,279 per year over the last eight years. Continuing this contract will sustain efficient and timely road services to this area.

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 HIGHWAY DEPARTMENT
REDWOOD COUNTY, MINNESOTA

PROPOSAL
FOR
EQUIPMENT RENTAL WITH OPERATOR
Belview/Delhi Area
(Seasonal Requirements)

LETTING: October 13, 2022
10:00 a.m.

PROPOSAL OF: Zimmermann Maintenance Inc.
32301 St. Hwy 19
(address)
Redwood Falls MN 56283
(address)

NOTICE TO BIDDERS: Sealed Proposals will be received until 10:00 a.m. on Thursday, October 13, 2022, at the office of the Redwood County Auditor-Treasurer, at the Redwood County Government Center, 403 S. Mill St., Redwood Falls, Minnesota, for County Equipment Rental for the westerly section of Redwood County Highway Maintenance Belview/Delhi Area.

Proposals will be opened and read publicly by the Redwood County Highway Engineer at the Redwood County Government Center, 403 S. Mill St., Redwood Falls, Minnesota, at 10:00 a.m. on Thursday, October 13, 2022.

In submitting a bid the Bidder must return this complete proposal. Changes made in the schedule of prices must be initialed. Addendums must be acknowledged on the proposal sheet. The certifications in the proposal regarding the Federal E.E.O. Act and the Human Rights Act must be completed and signed.

REDWOOD COUNTY HIGHWAY DEPARTMENT
Redwood Falls, Minnesota

GENERAL INSTRUCTIONS AND REGULATIONS
For
SUBMITTING COUNTY HIGHWAY DEPARTMENT BIDS

1. PREPARATION OF THE PROPOSAL (Mn/DOT SPEC. No. 1206)

The Bidder shall submit his Proposal upon the forms furnished by the County Highway Department. The bid form must be returned in its entirety. All figures shall be in ink or typed. In case of a discrepancy between a unit bid price and the extension, the unit bid price shall govern.

When an item in the Proposal contains a choice to be made by the Bidder, he shall indicate his choice in accordance with the specifications for that particular item, and thereafter no further choice will be permitted.

The Bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members of officers of each firm representing a joint venture, or by one or more officers of a corporation. If the proposal is made by an individual, his name and post office address shall be shown; by a partnership, the name and post office address of each partnership member shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation, the State in which it was chartered, and the business address of its corporate officials shall be shown.

In event the bid is submitted by a corporation and is signed by a party other than an officer of that corporation, the bid must be accompanied by a copy of the "Corporate Resolution" which authorized the person signing to execute a contract in behalf of the corporation.

The attention of all bidders is particularly directed to M.S. 16.08, which provides among other things that a bid shall be rejected if it contains any alterations or erasures which are not corrected as follows:

- (a) The alteration or erasure must be crossed out and the correction thereof printed in ink or typewritten adjacent thereto;
- (b) The correction must be initialed in ink by the person signing the bid proposal, and
- (c) The person signing the bid must also file a certificate with the bid explaining the correction of the alteration or erasure.

Any alteration or erasure made by the Bidder in his Proposal in accordance with a specific instruction contained in an "Addendum" will not be considered to be an "alteration or erasure" within the meaning of the Statute.

II. IRREGULAR PROPOSALS (Mn/DOT SPEC. No. 1207)

Proposals will be considered irregular and may be rejected for any of the following reasons:

- (a) If the Proposal is on a form other than that furnished by the Department, or if the form is altered or any part thereof is detached.
- (b) If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- (c) If the Bidder adds any unauthorized provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (d) If the Proposal does not contain a unit price for each item listed except in the case of authorized alternate pay items.

SPECIAL PROVISIONS

FOR

EQUIPMENT RENTAL

(Seasonal Requirements)

Belview/Delhi Area

IN

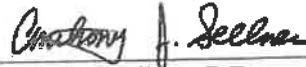
REDWOOD COUNTY

SPECIFICATIONS WHICH APPLY

THE 2020 EDITION OF THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" TOGETHER WITH ALL SUPPLEMENTAL SPECIFICATIONS AND Mn/DOT TECHNICAL MEMORANDUMS IN FORCE 30 CALENDAR DAYS PRIOR TO THE DATE OF ADVERTISEMENT SHALL APPLY.

I HEREBY CERTIFY THAT THESE SPECIAL PROVISIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Date: September 12, 2022



Anthony Sellner, P.E.
Registration No. 54241

GENERAL REQUIREMENTS

DIVISION A SPECIAL PROVISIONS

A-1 (1208) PROPOSAL GUARANTY

No proposal guaranty will be required.

A-2 AFFIRMATIVE ACTION RESPONSIBILITIES

All bidders shall meet with the County's Affirmative Action requirements. If a bidder does not meet the requirements, the County reserves the right not to consider the bid.

The County Board shall take action to terminate any contractual agreement between the County and any supplier, vendor, contractor or subcontractor who is found to be in violation of the County's Affirmative Action requirements.

All bid specifications, proposals and contracts shall require contractors, subcontractors and vendors having 15 or more employees to submit the following:

1. A signed statement certifying that the contractor, subcontractor or vendor fully intends to comply with the standards of equal employment and anti-discrimination as cited in the Civil Rights Act of 1964, as amended in 1972, by the Equal Employment Opportunity Act.
2. A completed Equal Employment Opportunity Report.

A-3 COMPLIANCE WITH SECTION 363 OF THE MINNESOTA STATUTES

All bidders shall complete the Certificate attached to the proposal in regard to compliance with human rights in accordance with Minnesota Statutes Section 363 as amended by laws of 1969. No award or contract shall be made until compliance with the provision has been made.

A-4 INDEPENDENT CONTRACTOR STATUS

Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. 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. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by Redwood County employees and is not eligible for workers' or unemployment compensation benefits under Redwood County.

A-5 INDEMNIFICATION

Any and all claims that arise or may arise against Contractor, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the responsibility or obligation of the County. Contractor shall indemnify,

hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County its officers or employees may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its subcontractors, partners, independent contractors, its agents, servants or employees, in the execution, performance or failure to adequately perform Contractor's obligations pursuant to this Contract. This indemnification obligation shall not be limited in any way by the insurance coverages required under this Contract. Nothing in this Contract shall constitute a waiver by the County of any statute of limitations or exceptions on liability.

A-6 INSURANCE

The Contractor's insurance shall be primary for all claims related to its contractual obligations. Contractor shall procure and maintain for the duration of the Contract, 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.

A. CERTIFICATE OF INSURANCE:

Contractor shall furnish an original Certificate of Insurance as evidence of required coverage to Redwood County before work commences.

A person authorized by the insurer to bind coverage should sign the Certificate.

The Certificate should include a minimum 60-day written notice of intent to cancel, suspend or reduce coverage.

The Certificate should identify Redwood County as an Additional Insured for relevant coverages, except workers' compensation.

Insurance shall be placed with insurers reasonably acceptable to Redwood County.

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 (if applicable) of another assumed in a business contract).

B. COMMERCIAL GENERAL LIABILITY COVERAGE:

The minimum limits of liability should be:
\$1,000,000 Annual Aggregate
\$1,000,000 Personal Injury
\$1,000,000 Each Occurrence
\$ 5,000 Medical Expense

C. AUTO LIABILITY COVERAGE:

The minimum limits of liability should be:

Bodily Injury: \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage: \$1,000,000 each occurrence, OR a Combined Single Limit: \$1,000,000 per occurrence.

Auto coverage should include: Any Auto, including Hired and Non-Owned. 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).

Note: Auto coverage should be waived only when the contractor's work under the contract clearly does not involve the use of an automobile.

D. UMBRELLA LIABILITY COVERAGE:

An umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each coverage.

Redwood County should be listed as an Additional Insured.

E. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE:

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 Contract.

F. DEDUCTIBLES AND SELF-INSURANCE:

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.

G. ADDITIONAL INSURANCE CONDITIONS:

Consultant'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 Consultant's insurance and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Redwood County or its officers, officials, employees or volunteers.

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.

H. 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 Contract. All certificates and endorsements are to be received and approved by the County before work commences.

A-7 PERFORMANCE BOND

The requirement of a performance bond in the total amount of the proposal will be waived.

A-8 INCREASED OR DECREASED QUANTITIES

Redwood County reserves the right to increase or decrease the estimated hours in whole or in part without adjustments in the contract unit prices and the provisions of 1903 shall not apply.

A-9 TERMINATION AND SUSPENSION

A. COUNTY TERMINATION AND SUSPENSION WITH CAUSE:

This Contract may be suspended or terminated by the County if the Contractor violates any of the terms or conditions of this Contract as determined by the County. In the event the County exercises its right to suspend or terminate this Contract, 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.

B. COUNTY TERMINATION AND SUSPENSION WITHOUT CAUSE:

The County may terminate this Contract 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.

C. CONTRACTOR TERMINATION WITH CAUSE:

This Contract may be terminated by the Contractor if the County violates any of the terms or conditions of this Contract as determined by the Contractor. In the event the Contractor exercises its right to terminate this Contract, the Contractor

shall submit written notice to the County specifying the reasons therefore, and the date upon which termination becomes effective.

D. **CONTRACTOR TERMINATION WITHOUT CAUSE:**

The Contractor may terminate this Contract 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.

E. **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.

A-10 **GENERAL PROVISIONS**

A. **ENTIRE CONTRACT; AMENDMENTS; CONFLICTS:**

This Contract (including the exhibits attached hereto) constitutes the entire contract and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous contracts, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Contract 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 Contract. The terms and conditions of the exhibits are integral parts of this Contract and are fully incorporated herein by this reference.

B. **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 Contract. 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.

C. **GOVERNING LAW; JURISDICTION; VENUE:**

This Contract 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 Contract, 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.

D. 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 Contract is based. Contractor shall provide immediate written notice to the County Engineer if at any time Contractor learns that this certification is erroneous or becomes erroneous due to changed circumstances.

E. CONFLICT OF INTEREST:

The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Contract does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Contract. 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 Contract 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.

F. ASSIGNMENT AND DELEGATION:

Neither party shall assign its rights or delegate its duties under this Contract without receiving the prior written consent of the other party.

G. SUCCESSORS IN INTEREST:

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

H. SEVERABILITY:

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

I. EXECUTION:

This Contract 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 Contract, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

J. 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 Contract, for purposes of audit.

K. NOTICE

Any notices required or permitted to be given under this Contract: (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 Contract, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

L. DISPUTES

The County Engineer will be the initial interpreter of the requirements of this Contract 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 Engineer 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 Engineer 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 Engineer within 45 days of the event, unless the County Engineer 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 Engineer shall be a condition precedent to the Contractor's exercise of the rights and remedies the Contractor may have under this Contract or at law with respect to the claim, dispute or other matter.

A-11 SURVIVAL

The provisions of this Contract 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 Contract, including, without limitation, the following clauses:

- A-5: Indemnification
- A-6: Insurance
- A-10C: Governing Law, Jurisdiction, Venue
- A-10 J: Audit
- S-8: Standard of Care and Liability for Work

SPECIAL REQUIREMENTS

DIVISION S SPECIAL PROVISIONS

- S-1 Payment for the use of each unit at the price per hour shall be compensation in full for the use and operation of such equipment, including fuel, grease, repairs, and other accessories required in connection with such use, and also including a competent operator.
- S-2 Payment for the equipment will be measured by the time in hours of actual working time.
- S-3 All roads maintained shall be at the discretion of the County Highway Engineer. All work will be done as scheduled, ordered and directed by the County Highway Engineer. 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 Contract. All work shall be submitted on an invoice containing the required information for the Highway Department cost accounting system (including road number, task performed, number of hours) and payment shall be made monthly based on County Highway Dept. records.
- S-4 All equipment shall be equipped with all necessary highway safety lights and equipment meeting existing Minnesota standards and also with all necessary safety equipment meeting OSHA standards.
- S-5 This contract will cover the time period from date of award until a new contract is executed during the following year. If a new contract is not executed, the terms of this contract will expire upon 30 days notice to the bidder by the County Highway Engineer, or upon 30 days notice of the bidder to the County Highway Engineer.
- S-6 The contractor is required to have a one-way plow attached to the front of their equipment in order to wing snow further from the roadway.
- S-7 The contractor is required to have carbide edges on all cutting edges and blades.
- S-8 **Standard of Care and Liability for Work:** In performing the work under this Contract, 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.

REDWOOD COUNTY, MINNESOTA

TO: BIDDERS ON THIS CONTRACT

To conform with:

1. Title VII of the Federal Civil Rights Acts of 1964 as amended by the Equal Employment Opportunity Act of 1972.
2. The Federal Age Discrimination in Employment Act of 1967.
3. The Minnesota Human Rights Act.

The County of Redwood, Minnesota, is hereby notifying all subgrantees, contractors, and vendors with which it does business that it has adopted a policy that it will not discriminate in employment practices on the basis of race, sex, color, religion, national origin, marital status, and status with regard to public assistance; that it has agreed to take affirmative action to recruit minorities and women into its employment; and that it will transact business only with firms who have adopted similar non-discriminatory and Affirmative Action Policies.

PLEASE INFORM US OF THE FOLLOWING:

1. The number of employees in your firm 4.
(If your firm has 14 or less employees it is not necessary to complete items 2 & 3.)
 2. Has your firm filed the Equal Employment Opportunity information report EEO-1 for the most recent applicable date?
Yes _____ No _____
 3. Has your firm adopted a written Affirmative Action Program?
Yes _____ No _____
- If yes, has your plan been subject to federal equal opportunity review?
Yes _____ No _____


Signature of Firm Representative

AN EQUAL OPPORTUNITY EMPLOYER
TO THE
COUNTY OF REDWOOD, MINNESOTA
DEPARTMENT OF HIGHWAYS

"I hereby certify that I am either in compliance with Minnesota Statutes Section 363A.36 or am not subject to it, because my company (check one of the three below, as applicable):

Had 20 or less full-time employees at all times during the last 12 months and therefore is not subject to the above law.

Has a certificate of compliance issued by the Department of Human Rights.

Has applied for a certificate of compliance to the Commissioner of Human Rights, which is pending.


Signature of Bidder

POSITION OWNER / PRESIDENT

NAME OF COMPANY ZIMMERMANN MAINTENANCE INC

DATE OCTOBER 12, 2022

This form may be used to furnish proof of necessary compliance with Minnesota Statutes, Section 363, implementing the rules and regulations of the Minnesota Department of Human Rights. All questions should be referred to the Minnesota Department of Human Rights, 500 Bremer Tower, 7th and Minnesota Streets, St. Paul, MN 55101-----Telephone 612-296-5663.

SCHEDULE OF PRICES

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS: MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

SPEC. OR ITEM NO.	ITEM DESCRIPTION	UNIT	AMOUNT PER HOUR	HOURS	TOTAL COST
2123.503	Motor Grader 125 H.P. Minimum Routine Maintenance	HOUR	\$ 130 ⁰⁰	225	\$ 29,250 ⁰⁰ ✓
Average hours for motor grader routine maintenance plus operator = 300 hours but may vary depending on weather conditions.					
2123.503	Motor Grader 125 H.P. Minimum Snow and Ice Control	HOUR	\$ 180 ⁰⁰	200	\$ 36,000 ⁰⁰ ✓
Average hours for motor grader snow and ice control plus operator = 250 hours but may vary depending on weather conditions.					
2123.510	Tandem Axle Truck 12 C.Y. Minimum Routine Maintenance	HOUR	\$ 80 ⁰⁰	1	\$ 80 ⁰⁰ ✓
Average hours for tandem axle truck 12 C.Y. minimum routine maintenance plus operator = 5 hours but may vary depending on weather conditions.					
2123.514	Front End Loader 4 C.Y. Minimum	HOUR	\$ 140 ⁰⁰	1	\$ 140 ⁰⁰ ✓
Average hours for front end loader 4 C.Y. minimum plus operator = 5 hours but may vary depending on weather conditions.					
2123.610	Tractor Backhoe-Loader Routine Maintenance	HOUR	\$ 85 ⁰⁰	1	\$ 85 ⁰⁰ ✓
Average hours for tractor backhoe-loader plus operator = 5 hours but may vary depending on weather conditions.					
2123.sp-1	Tractor Side Mounted 7 L.F. Mowing Width Mower Routine Maintenance	HOUR	\$ 74 ⁵⁰	75	\$ 5,587 ⁵⁰ ✓
Average hours for tractor side mounted 7 L.F. mowing width mower routine maintenance plus operator = 100 hours but may vary depending on weather conditions.					
TOTAL BID PRICE = \$			71,142 ⁵⁰		
Unit Rate of HOUR is hourly with operator.					
TOTAL AMOUNT OF CONTRACT NOT TO EXCEED \$99,000.00.					



REQUEST FOR BOARD ACTION

Requested Board Date:	11/1/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve purchase of replacement trailer		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 replacement trailer from Felling Trailers, Inc in the amount of \$14,000.80.

Background Information:

The replacement trailer will have heavier axles, rated to 16,000 pounds, allowing the Highway Department to legally transport the bob cat and attachments, will have 2" thick oak boards, a 16' tilt bed and a 6' stationary front, which will allow the crews to mobilize multiple attachments and additional material with a single load.

This unit will replace trailer #8033, a homemade skid loader trailer from 2003. The existing trailer has a 16' bed, is rated to 14,000 pounds, is 106" wide, which is wider than the legal limit (102"), and does not have a stationary front. Trailer #8033 additionally has a bent axle which burns a single tire each season on the front, left.

Quotes were received from Felling Trailers, Inc (\$14,000.80), Brake Away Trailers & Auto Care LLC (\$16,400), and Towmaster, who did not quote. The purchase will be made from the miscellaneous small equipment fund.

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 ****



FELLING TRAILERS, INC.
 1525 Main Street South, Sauk Centre, MN 56378
 Phone: 800-245-2809 – www.felling.com



1000-F



**MSO's are not released until
 Payment Received**



****FOB IF NO FREIGHT charged****

**** FET Tax may apply on 26,000 lb GVWR
 and above ****

Please sign and date your acceptance of this quote:

Standard List Price:	\$15,910.00
Dealer Discount:	\$1,909.20
Sub Total:	\$14,000.80
Tier Discount:	\$0.00
Sub Total after Tier:	\$14,000.80
Net Cost:	\$14,000.80

Freight: **\$0.00**

Market Adjustment:	\$0.00
Other Charge (see above):	\$0.00
Sales Tax:	\$0.00
License Fees:	\$0.00
FET TAX (Less Tire Deduct):	\$0.00
TOTAL U.S.D.	\$14,000.80

****PRICING MAY BE SUBJECT TO MARKET ADJUSTMENT AT TIME OF INVOICE****

Roger Polkow

From: Theresa Kent <brakeawaytrailers@hotmail.com>
Sent: Wednesday, September 21, 2022 8:55 AM
To: Roger Polkow
Subject: Trailer quote

*****CAUTION: This email originated from outside of the organization.**

Do not click links or open attachments unless you recognize the sender and know the content is safe.

*-Redwood County IT****

B-B (BEHNKE) 6' STATIONARY, 16' TILT TRAILER \$16400
8000# DEXTER TORFLEX AXLES WITH ELECTRIC BRAKES (94.5 HF X 76.5 FRAME)
SPARE MOUNT & SPARE TIRE
STAKE POCKETS & RUB RAILS
V-SHAPED TONGUE TOOLBOX
FENDER GUARDS
(4) D-RINGS – REAR CORNERS OF STATIONARY AND TILT PARTS
FLUSH FLOOR
PALLET FORK HOLDER ACCESSIBLE FROM BOTH SIDES
2-5/16" COUPLER
ST215/75R17.5 SILVER MODULAR RIMS AND TIRES
83" BETWEEN FENDERS
GVWR 16000#

SPECS:

UPPER FRAME – 5" X 3" X 1/4" ANGLE IRON
LOWER FRAME 8" X 2" X 3/16" TUBE FRAME
FRONT RAIL – 5" TALL SOLID FRONT RAIL
CYLINDER – (1) 14" CUSHION CYLINDER – GRAVITY UP & DOWN W/ DAMPENING CYLINDER & SIDE MOUNTED HYDRAULIC FLOW VALVE
CROSSMEMBERS – 3" CHANNEL 12" OC
FENDERS – (2) HEAVY DUTY 1/8" FORMED FENDERS
JACK – (1) 12000# JACK SPRING LOADED DROPLEG
LIGHTS – RUBBER MOUNTED LED LIGHTS
FLOOR – 2" X 8" TREATED PINE WOOD FLOOR

Theresa Reese
Brake Away Trailers & Auto Care LLC
32587 US Hwy 14
Sanborn MN 56083

507-648-3404
www.brakeawaytrailers.com
Dealer #40454



REDWOOD COUNTY HIGHWAY DEPARTMENT TRAILER 8033



REQUEST FOR BOARD ACTION

Requested Board Date:	11/1/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Declare trailer 8033 excess property and authorize sale or transfer		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:

Declare homemade skid loader trailer 8033 as excess property and authorize public sale or transfer to the Environmental Department.

Background Information:

The existing 16' trailer is rated to 14,000 pounds, is 106" wide trailer (which is wider than the legal limit (102")), and does not have a stationary front. Trailer #8033 additionally has a bent axle which burns a single tire each season on the front, left.

As an alternative to sale, the trailer may be transferred to the Environmental Department for use in Plum Creek Park.

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 HIGHWAY DEPARTMENT TRAILER 8033



REQUEST FOR BOARD ACTION

Requested Board Date:	11/1/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve Professional Engineering Services Contract to Kimley Horn		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 professional engineering services contract with Kimley Horn for completion of the 2023 CSAH 2 RAISE Grant Application

Background Information:

See attached.

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 ****



**U.S. Department of Transportation
Rebuilding American Infrastructure Sustainability Equity (RAISE)**



RAISE 2022 Ratings

Date: 9/7/2022

Department: Office of the Secretary

Project Name: *Redwood County State Aid Highway 2 Road and Shared Use Path Improvements*

Applicant Organization: *County of Redwood*

Project Location: *MN: Minnesota / Redwood Falls / MN - Redwood County*

Urban/Rural: *Rural*

Overall Merit Evaluation Rating: Highly recommended	
Individual Merit Criteria Ratings	Rating
Safety	<i>High</i>
Environmental Sustainability	<i>Medium</i>
Quality of Life	<i>Medium</i>
Mobility and Community Connectivity	<i>High</i>
Economic Competitiveness and Opportunity	<i>High</i>
State of Good Repair	<i>High</i>
Partnership and Collaboration	<i>High</i>
Innovation	<i>High</i>

Technical Assessment	Rating
	<i>Somewhat Certain</i>

Second Tier Analysis Assessment:

Financial Completeness Assessment	Rating
	<i>Complete</i>

Environmental Risk Assessment	Rating
	<i>High Risk</i>

Benefit Cost Analysis	Rating
	<i>Negative: Costs Exceed Benefits</i>

Senior Review Team Designation: Highly Rated

Anthony Sellner

From: RAISEgrants <RAISEgrants@dot.gov>
Sent: Tuesday, September 13, 2022 7:19 PM
To: Anthony Sellner
Subject: RAISE 2022 Debrief
Attachments: RAISE 2022 MN Redwood County State Aid Highway 2 Road and Shared Use Path Improvements Project Ratings.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

*****CAUTION: This email originated from outside of the organization.**
Do not click links or open attachments unless you recognize the sender and know the content is safe.
*-Redwood County IT****

Good evening,

In the RAISE 2022 notice of funding opportunity the Department stated it would designate certain projects as "Projects of Merit" with the aim of encouraging sponsors with competitive projects that do not receive a RAISE 2022 award to consider applying in future rounds of funding. Projects for which a RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as Projects of Merit.

Your RAISE 2022 project application is designed a Project of Merit and as such, has the opportunity to receive priority in scheduling a debrief to discuss feedback on your application. Additionally, you also receive an early look at your application ratings which are attached and will be further discussed during your debrief.

Please use this [form](#) to request your RAISE 2022 debrief and feel free to email raisegrants@dot.gov with any questions.

Thank you!

The RAISE Grants Team

**REDWOOD COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this _____ 1st day of November, 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, and Kimley-Horn ~~name of entity~~ (the "Consultant"), 767 Eustis Street, Suite 100, Saint Paul MN 55114 ~~address~~.

WHEREAS, the County is in need of enter description here Professional Engineering Services for the Redwood County State Aid Highway (CSAH) 2, Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application (the "Project"); 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. Lydia Statz ~~NAME~~ 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 \$50,000 (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:

NAME Kimley-Horn
ADDRESS 767 Eustis Street, Suite 100
Saint Paul, MN 55114

5. AUTHORIZED REPRESENTATIVE.

NAME Anthony Sellner 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:

NAME Redwood County Highway Department
C/O Anthony Sellner
1820 East Bridge Street
Redwood Falls MN 56283
ADDRESS

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

ENTITY KIMLEY-HORN

By: _____

By: _____

Print Name

Print Name

Title

Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Redwood County Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The Consultant agrees to provide Consultation Services for the County during the term of this Agreement. The Consultant shall use sound and independent professional judgment in performing these duties. Said “Consultation Services” include the following:

Task 1: Ongoing Coordination

Kimley-Horn will work collaboratively with the County and Lower Sioux Community throughout the grant development process. This will include regular progress meetings (monthly initially, and bi-weekly or weekly when 2023 Notice of Funding Opportunity (NOFO) is released), and coordination meetings with County engineering staff, Lower Sioux Community planners, and review meetings as necessary.

Kimley-Horn will also assist the County in obtaining letters of support by providing a template and proposed list of groups to solicit letters from. The County will coordinate requesting letters and collecting those letters.

Task 1 Deliverables:

- Project Work Plan and Schedule
- Letters of Support Template
- Proposed list of support letters

Task 2: Grant Application Strategy

As an initial phase of the project, Kimley-Horn will assist the County in developing a grant application strategy to maximize the probability of being successfully funded in 2023. This will include a thorough review of the previous application and project materials, and identification of any strategic changes to the project or application that would better address the RAISE criteria.

This strategy is expected to focus on:

- The project’s environmental review process and ways to address project readiness concerns.
- Raising the projects’ benefit-cost ratio by quantifying additional benefits or adjusting current calculations and assumptions, including carbon emission reduction calculations and detoured traffic calculations due to road postings and gravel conversions.
- Obtaining justification letters for expected pedestrian and environmental benefits from the Lower Sioux.
- Project modifications, such as trails or the addition of additional green technology to better address merit criteria.

The strategy is expected to be developed in a set of collaborative meetings with County staff, which will include subject-matter experts in each of these agenda items consulting with project staff to determine the appropriate course of action. The agreed-upon strategy to modify the

project or application process will be summarized in writing, and the Kimley-Horn will move forward after receiving agreement by the County.

Task 2 Deliverables:

- Written summary (via email or brief memo) of recommended project modifications or strategy to increase project competitiveness

Task 3: Grant Narrative Update

Using information provided by the County and developed through Tasks 1, 2, 4 and 5, Kimley-Horn will prepare an updated grant application according to 2023 NOFO guidance. Kimley-Horn will prepare the updated grant application, building upon the application developed in 2022, in collaboration with the County. The updated application will be developed to specifically address shortcomings identified through the 2022 de-brief meeting, as well as any additional strategy identified in Task 2. Following is an outline of the application components and responsibilities of each party.

The application will follow the guidelines set forth in the Notice of Funding Opportunity (NOFO) for the Department of Transportation’s National Infrastructure Investments RAISE Grant Program under the Infrastructure Investment and Jobs Act (“Bipartisan Infrastructure Law”). The following items will be prepared for the application package:

- Prepare Standard Form 424 (Application for Federal Assistance) –The County will prepare the form with Kimley-Horn providing necessary information to complete the form.
- Prepare Standard Form 424-C (Budget Information for Construction Programs) – The County will prepare the form with Kimley-Horn providing necessary information to complete the form.
- Complete Cover Page – Kimley-Horn will prepare the cover page, with the County providing necessary information to complete the form.
- Complete “RAISE 2023 Project Information Form” – Kimley-Horn will prepare for County review and input.
- Prepare Project Narrative (Not to exceed 30 pages) – Kimley-Horn lead, with input from the County and Lower Sioux Indian Community. We will rely upon information provided by the County to identify the funding sources, previously incurred expenses, use of project funds and other required information.

•

Review and Quality Control

Prior to submittal of the draft application, Kimley-Horn will perform a quality review of the documentation and supporting analysis and calculations. The County will be working closely

with Kimley-Horn throughout the application development and will therefore have on-going review opportunities. In addition to the on-going review, Kimley-Horn will submit the DRAFT application a minimum of two (2) weeks prior to the submittal date for County review and comment.

Task 3 Deliverables

- 50% Draft Narrative document for review
- 90% Draft Narrative document for review
- Final Narrative document for review and submittal

Task 4: Benefit-Cost Analysis

Kimley-Horn will develop an updated project benefit-cost analysis to respond to the requirements and criteria set forth in the NOFO. The updated analysis will build upon the analysis developed in 2022, with modifications to address the feedback received from USDOT and increase the projects' competitiveness. Developing the analysis will be a collaborative process, with input from the County and Lower Sioux Community staff on strategy and data availability.

The analysis will result in a section of the grant narrative that directly addresses the project's economic impacts, a technical memo, and spreadsheet for submission to USDOT.

Task 4 Deliverables

- BCA write-up for inclusion in grant narrative submittal
- BCA technical memo
- BCA spreadsheet for submittal

Task 5: Project Cost Estimates

Kimley-Horn will develop a concept level cost estimate for the project for inclusion into the grant application. We have assumed the County will provide a concept level layout of the proposed improvements to use as a basis for the cost estimate. The cost estimate will include estimated construction costs as well as indirect cost including inflation, engineering and administration, environmental and historical coordination, and right-of-way acquisition.

Task 5 Deliverables

- Concept level project cost estimate

|

EXHIBIT B

PROJECT SCHEDULE

The Consultant will provide the County with the services in **Exhibit A** beginning upon the date of the Agreement and shall end on December 31, 2024. Work must be continuously performed until completion of the 2023 CSAH 2 RAISE Grant Project Funding Application. **DATE.**

EXHIBIT C

COMPENSATION

The County shall pay Consultant \$-~~50,000~~AMOUNT for the performance of the services in Exhibit A pursuant to the terms and conditions of section 4. PAYMENT TO CONSULTANT of the Agreement. Any additional expenses, will require pre-approval by the County's Authorized Representative prior to incurring the expense.

Task	Fee	Estimated Hours
Ongoing Coordination	\$8,000	48
Grant Application Strategy	\$4,000	16
Grant Narrative Update	\$15,000	108
Benefit Cost Analysis	\$15,000	70
Project Cost Estimates	\$8,000	48
Total	\$50,000	290

Standard Rate Schedule

Kimley-Horn and Associates, Inc.

Effective July 1, 2022 to June 30, 2023

<u>Classification</u>	<u>Hourly Rate</u>
Administrative Assistant	\$85 - \$145
Technician (CAD, Construction, GIS, etc.)	\$90 - \$150
Senior Technician/Designer	\$125 - \$185
Graduate Engineer/Planner/Scientist	\$105 - \$165
Project Engineer/Planner/Scientist	\$140 - \$200
Project Manager	\$160 - \$250
Senior Project Engineer/Planner/Scientist	\$180 - \$250
Principal	\$225 - \$295

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant 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 Consultant.

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 Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Consultant 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: Consultant 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 Consultant 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 Consultant provides the County with financial documentation sufficient for the County to determine whether Consultant has the financial resources to cover the requested deductible.

4. **Additional Insurance Conditions:**

- a. Consultant'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 Consultant'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. Consultant 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:**

Consultant shall provide the County with certificates of insurance and original endorsements showing that the Consultant 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:	11/1/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve township bridge design contract		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 Widseth bridge design contract for five township bridge designs in the amount of \$163,360.

Background Information:

Two proposals were received, from Widseth and from Bolton and Menk (\$110,000). Widseth was selected for their proven ability to deliver critical township bridge plans on time, thereby prioritizing Redwood County township bridges for construction funding, estimated to be valued at \$2.5M for the five township bridges listed below. Each of the five township bridges have recently been load posted with weight restrictions and are in need of immediate replacemet. Each township is responsible for \$10,000 of design costs. The remaining design funds are paid for through State of Minnesota Township Bridge Bonds.

Br No.	Route	Township	Load Posting	Bridge Type	Yr. Built
L9301	270th St.	Three Lakes	5-0-0	20' csp arch	1957
L6900	Balsa Ave.	Underwood	16-24-24 (2021)	12' csp arch	1956
L9886	170th St.	Gales	18-32-32	29' steel arch	1979
L9348	Porter Ave.	Sherman	10-18-18 (2022)	32' timber beam	1971
L1954	Laser Ave.	Redwood Falls	Closed (2022)	11' csp arch	1965

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 1st day of November, 2022 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 1820 East Bridge Street, Redwood Falls, Minnesota 56283, and Widseth (the “Consultant”), 610 Fillmore Street, Alexandria, Minnesota 56308.

WHEREAS, the County is in need of Professional Bridge Engineering Services (the “Project”); 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. Kent Rohr 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 **\$163,360** (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:

Widseth
610 Fillmore Street
Alexandria MN 56308

5. AUTHORIZED REPRESENTATIVE.

Anthony Sellner 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 Highway Department
C/O Anthony Sellner
P.O. Box 6
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

WIDSETH

By: _____

By: _____

Print Name

Print Name

Title

Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Redwood County Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The Consultant agrees to provide Consultation Services for the County during the term of this Agreement. The Consultant shall use sound and independent professional judgment in performing these duties. Said "Consultation Services" include the following:

Design of 5 separate township bridge replacement projects throughout Redwood County. The list of bridges is shown below:

Bridge No.	Route	Township	LPI	Load Posting	Bridge Type	Yr. Built
L9301	270th St.	Three Lakes	24.0	5-0-0	20' csp arch	1957
L6900	Balsa Ave.	Underwood	40.0	16-24-24 (2021)	12' csp arch	1956
L9886	170th St.	Gales	38.0	18-32-32	29' steel arch	1979
L9348	Porter Ave.	Sherman	58.0	10-18-18 (2022)	32' timber beam span	1971
L1954	Laser Ave.	Redwood Falls	56.0	Closed (2022)	11' csp arch	1965

When economically beneficial and technically feasible, bridges will be replaced by precast concrete box structures.

Each bridge design plan should include the following items and meet all State Aid plan and funding requirements:

- 1) Project kickoff meeting (in person), review project delivery schedule and review bridge(s);
- 2) Bridge number request;
- 3) GSOC to obtain utility info/maps;
- 4) Topographic Suvey;
- 5) Hydraulic design and risk assessment;
- 6) Preliminary bridge and approach plans;
- 7) Virtual preliminary plan review meeting (1 hour);
- 8) Final Bridge and approach plans;
- 9) Signed engineers estimate;
- 10) State Aid Plan Review Checklist;
- 11) Division SB specifications;
- 12) Permits (DNR, COE, NPDES);
- 13) Lab Testing and Plan Inspection Services Request Form;
- 14) Load Rating form for new bridge;

For Bridge L9348 over the Wabasha Creek, the consultant will need to delineate wetlands, provide delineation report, TEP meeting, complete MN Interagency Water Resource Application Form, Transaction Form to Withdraw Credits and coordinate purchase agreement for wetland

banking credits. Wetland impacts on remaining bridges will be handled on a case by case basis as design progresses.

Soil borings, if needed, will be completed by a geotechnical engineer, with work coordinated by Consultant. If muck is encountered, Consultant shall call County for approval to bore to bottom of muck.

Asbestos and Hazardous Waste Report, if needed, will be coordinated by the County.

In the case the plans need to be updated with a new MnDOT specification year, in the event the bridge is built a few years after plan generation due to unforeseen funding limitations, the Consultant will be responsible to provide this update to the County by request within 45 days.

County will be responsible for Right Of Way ("ROW") and easement acquisition, utility relocation meetings, and agency coordination including submitting completed packages to MnDOT for review and approval.

The Consultant will provide right-of-way parcel sketches, provide utility information on plans and summarize conflicts for each bridge structure in a spreadsheet for submission to the County.

The following list are requirements for Redwood County bridge plans:

On Township Roads:

- a. If proposed structure is a Bridge:
 - i) 12' lanes, 4' shoulders (32' wide bridge)
 - ii) If greater ADT allows, per Minimum Bridge Width Summary, increase bridge width above 32' wide
 - iii) If State Aid determines that funding will not cover this additional width (when applicable), we will give townships the option to pay for the extra width. If funding source does not exist, bridge will decrease in width per MN Statute 8820.9922. Often this will decrease down to 28' bridge width.
- b. If proposed structure is a Culvert:
 - i) Prefer 36' road top (12' lanes, 6' shoulders)
 - ii) Check existing PI-PI width on roadway, add 2' rounding if PI-PI is > 40'

Plan Common Requirements:

- a) Prefer concrete bridge barriers. Open to other barrier/rail options pending justification.
- b) Prefer to eliminate piers when economical.
- c) No 2:1 or steeper slopes, use 3:1 or better outside of clear zone, 4:1 preferred if no large right-of-way impacts.
- d) Subcut 1' in road core areas where widen, more if presence muck/organics.
- e) No geotextile fabric in road unless substantial organics/muck in area borings.
- f) Cross slopes:
 - o Township: 0.02 lanes, 0.02 shoulders
- g) Signs: all new.
- h) Tree Removal: Clear out to ROW and in in easements to limits plus 5' to 10' to allow room for equipment.

- i) Driveways and field entrances:
 - o 6:1 slopes.
 - o 4:1 slopes on County Ditch/Judicial Ditch side from top of entrance to culvert outlet, if dwy abuts CD/JD
 - o Match existing width up to 40 foot maximum top width
 - o No spiral CSP.
 - o No need for apron when discharge onto bridge channel riprap.
- j) Quantities:
 - o Aggregate material paid for by ton when possible so we can take tickets, unless it is a plan quantity.
 - o Can re-use aggregate material salvaged on site.
 - o Filter fabric under riprap incidental.
 - o Typically 6" bituminous and 12" class 5 on paved CSAH and CR
 - o 6 inches aggregate base class 5 on township gravel roads.
 - o Shoulder base aggregate class 1 on CR/CSAH
 - o Bituminous 110 pounds/sy/inch.
 - o Bituminous typically use B and C oils in Redwood County.
 - o Tack coat incidental.
 - o 10 hours of non-participating dozer and 3 cubic yard shovel time.
 - o Dewatering incidental for contractor.
- k) Judicial and County ditches maintain grade. 1 rod easement at top of ditches.
- l) Erosion Control:
 - o Category 3N blanket on all non rip-rap areas (rapid stabilization method 4).
- m) Traffic Control:
 - o Traffic control is part of the plan and contractor is responsible for.
 - o Low volume township roads barricades only.
 - o Confirm detour route with County before creating detour plan, to de-conflict with other projects.
- n) General Note: Contractor to obtain written notice from property owner for work outside of row/easements.

EXHIBIT B

PROJECT SCHEDULE

The Consultant will provide the County with the services in **Exhibit A** beginning upon the date of the Agreement and shall end on December 31, 2025, or upon construction of the last bridge, whichever occurs later.

The scope of work for township bridge L1954 must be complete by January 7, 2023 and the scope of work for township bridges L6900, L9301, L9348 and L9886 must be complete by December 1, 2023. The County intends for construction of these five boxes to be complete by December 31, 2025.

EXHIBIT C

COMPENSATION

The County shall pay Consultant \$163,360 for the performance of the services in **Exhibit A** pursuant to the terms and conditions of section 4. **PAYMENT TO CONSULTANT** of the Agreement. Each of the bridges has a separate billing maximum, shown in the table below. Consultant will bill at standard hourly rates for work performed on each bridge project. Some existing bridges may be replaced with box culverts depending on hydraulic analysis. Any additional expenses, will require pre-approval by the County's Authorized Representative prior to incurring the expense.

Bridge L1954	Cost
Feasibility Analysis/Preliminary Concept Development	\$7,362
Final Design	\$10,320
Topographic Survey	\$3,572
Right of Way Plat and Property Exhibits	\$5,808
Permitting Services	\$2,046
Plan - Specification Update	\$636
Total Cost	\$29,744
Plan Completion Date	1/7/2023
Bridge L6900	
Feasibility Analysis/Preliminary Concept Development	\$8,904
Final Design	\$11,888
Topographic Survey	\$3,572
Right of Way Plat and Property Exhibits	\$5,808
Permitting Services	\$2,046
Plan - Specification Update	\$1,080
Total Cost	\$33,298
Plan Completion Date	10/28/2023
Bridge L9301	
Feasibility Analysis/Preliminary Concept Development	\$8,904
Final Design	\$11,888
Topographic Survey	\$3,572
Right of Way Plat and Property Exhibits	\$5,808
Permitting Services	\$2,046
Plan - Specification Update	\$1,080
Total Cost	\$33,298
Plan Completion Date	10/28/2023
Bridge L9348	
Feasibility Analysis/Preliminary Concept Development	\$9,496
Final Design	\$12,968
Topographic Survey	\$3,572

Right of Way Plat and Property Exhibits	\$5,808
Wetland Delineation and Permitting Services	\$4,352
Plan - Specification Update	\$1,080
Total Cost	\$37,276
Plan Completion Date	10/28/2023
Bridge L9886	
Feasibility Analysis/Preliminary Concept Development	\$7,362
Final Design	\$10,320
Topographic Survey	\$3,572
Right of Way Plat and Property Exhibits	\$5,808
Permitting Services	\$2,046
Plan - Specification Update	\$636
Total Cost	\$29,744
Plan Completion Date	10/28/2023
TOTAL	\$163,360

All billing statements must be billed separately by each bridge and include contract not to exceed amount, existing bridge number, proposed bridge number (once acquired), road number, SAP number (once acquired), township name and existing bridge type.

Geotechnical Engineering including borings and reports will be paid for by the County via a separate contract if required. Two quotes are needed for this work coordinated by the Consultant.

Asbestos and Regulated Waste Reports will be paid for by the County via a separate contract.

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant 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 Consultant.

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 Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Consultant 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: Consultant 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 Consultant 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 Consultant provides the County with financial documentation sufficient for the County to determine whether Consultant has the financial resources to cover the requested deductible.

4. **Additional Insurance Conditions:**

- a. Consultant'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 Consultant'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. Consultant 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:**

Consultant shall provide the County with certificates of insurance and original endorsements showing that the Consultant 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:	11/1/2022	Originating Dept.:	EDA
Preferred 2nd Date:			
Discussion Item:		Presenter:	Briana Mumme
Mortgage Subordination Request for South Forty Meat Market RLF Loan		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:

Authorization to subordinate to the second mortgage filed by SBA for South Forty Meat Market, loan recipient of the EDA Revolving Loan Fund. The amount of mortgage ahead of us does not change, rather moves the County to a third position.

Background Information:

Reference the attached memo.

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 ****



MEMO

To: Redwood County Commissioners
From: Briana Mumme, Redwood County Economic Development Coordinator
Date: October 25, 2022
RE: Mortgage Subordination Request for South Forty Meat Market RLF Loan

BACKGROUND

In September 2021, South Forty Meat Market was issued a County EDA Revolving Loan Fund loan in the amount of \$26,000 for the development of a meat processing and retail business. The project included property acquisition, and equipment. Along with the Redwood County EDA, FM Bank and the City of Lucan served as financial partners.

In August 2022, FM Bank notified the EDA they would like to split the current \$324,000 loan South Forty Meat Market has into two loans, reducing the total loan amount to \$301,280 (FM Bank loan 1 \$188,300 and FM Bank Loan 2 for \$112,980) with intention of transitioning loan 2 to a SBA loan when eligible.

On August 16, 2022 the Board approved subordinating the EDA mortgage to the second FM mortgage, moving the EDA to a third position; however the amount of money the EDA was behind remained unchanged.

Following the approval South Forty Meat Market became eligible for the SBA loan and the subordination agreement the County signed in August was not recorded. This was confirmed with the Recorders office.

FM Bank has submitted another request to subordinate the EDA mortgage to serve in a third position to the SBA mortgage. South Forty Meat Market closed on the SBA loan on October 17, 2022 and the County subordination is the final step.

- The current mortgages and amounts are as follows:
 - First Mortgage: FM Bank \$324,000
 - Second Mortgage: Redwood County \$26,000
 - Third Mortgage: City of Lucan \$45,000

- If the board approves subordinating the mortgages would reflect:
 - First Mortgage: FM Bank \$188,300
 - Second Mortgage: SBA \$122,000
 - Third Mortgage: Redwood County \$26,000
 - Fourth Mortgage: City of Lucan \$45,000

RECOMMENDATION

The Redwood County EDA Loan Review Committee reviewed the request and extends a recommendation to the County Commissioners to authorize the mortgage subordination. The subordination does not produce an increase in risk as the amount of money we are behind in our mortgage remains unchanged even though we move into a third position. This also supports South Forty Meat Market in their efforts to attain favorable financing which best meets the needs of the business.

403 South Mill Street/P.O. Box 130 Redwood Falls, MN 56283
(507) 637-1122 briana_m@co.redwood.mn.us redwoodcounty-mn.us

MORTGAGE SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT (the "**Agreement**"), dated the ____ day of _____, 2022, by MINNESOTA BUSINESS FINANCE CORPORATION, a non-profit corporation under the laws of the State of Minnesota, whose address is 616 Roosevelt Road, Suite 200, St. Cloud, MN 56301, whose interest is to be assigned to the UNITED STATES SMALL BUSINESS ADMINISTRATION, an agency of the United States of America, created under 15 U.S.C. § 631, whose address is 320 2nd Avenue South, Suite 430, Minneapolis, MN 55401-5500 ("**SBA**") and FIENE FAMILY PARTNERSHIP LLC, a Minnesota limited liability company ("**Borrower**") and REDWOOD COUNTY ECONOMIC DEVELOPMENT AUTHORITY ("**Creditor**").

RECITALS

The parties declare and recite:

A. Minnesota Business Finance Corporation has made SBA Loan No. 19007691-00 ("**SBA Loan**") to the Borrower in the original amount of One Hundred Twenty-two Thousand 00/100 Dollars (\$122,000.00), which indebtedness is evidenced by a Promissory Note dated the ____ day of _____, 20___. The SBA Loan is secured by a Mortgage dated the ____ day of _____, 20___, recorded the ____ day of _____, 20___ as Document No. _____, in the office of the _____ County Recorder, Minnesota, which was assigned to the SBA by Assignment dated the ____ day of _____, 20___, recorded the ____ day of _____, 20___, as Document No. _____, in the office of the _____ County Recorder, Minnesota ("**SBA Mortgage**").

B. The Creditor has made a loan to Borrower, in the amount of Twenty-six Thousand 00/100 Dollars (\$26,000.00) ("**Creditor Loan**"), secured by a Mortgage dated the 27th day of September, 2021, recorded the 14th day of October, 2021, as Document No. A371065, in the office of the Redwood County Recorder, Minnesota, (the "**Creditor Mortgage**").

C. The Borrower has requested the Creditor to subordinate the priority of the Creditor Mortgage to the SBA Mortgage.

D. The Creditor is willing to subordinate the Creditor Mortgage to the SBA Mortgage

upon the terms and conditions contained in this Agreement.

E. The Borrower hereby certifies that it is the fee owner of the property, which is more particularly described on Exhibit "A" attached hereto ("**Property**"), which is subject to the lien of the SBA Mortgage and the Creditor Mortgage.

NOW, THEREFORE, in consideration of the facts set forth in the above recitals which the parties agree are true and correct, which recitals are incorporated herein by this reference and in consideration of the mutual agreements and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound as follows:

1. Subordination. Regardless of any priority otherwise available to the Creditor Mortgage, the lien of the Creditor Mortgage upon the Property is hereby subordinated to the lien of the SBA Mortgage on the Property to the full extent of the declining principal balance on the Creditor Loan, including interest which shall accrue on the principal balance.

2. Acknowledgment of Subordination. Creditor acknowledges that it hereby waives, relinquishes and subordinates the priority and superiority of the lien or charge of the Creditor Mortgage to the lien or charge of the SBA Mortgage.

3. Retained Rights. Except as expressly provided herein, this Agreement shall not operate or be construed to alter the priority of the SBA Mortgage with regard to any legal or equitable interest in the Property. Borrower and Creditor shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this subordination.

4. Notice of Default Under the Creditor Loan. If a default occurs prior to payment in full of the SBA Loan, under the Creditor Loan, Creditor Mortgage or any document evidencing the Creditor Loan to the Borrower, then the Creditor shall give Minnesota Business Finance Corporation, 616 Roosevelt Road, Suite 200, St. Cloud, MN 56301 and the SBA, 320 2nd Avenue South, Suite 430, Minneapolis, MN 55401-5500, written notice of default. Creditor shall further provide notice to SBA of any default under the terms of the Creditor Loan which remains uncured for sixty (60) days.

5. Enforceability. All understandings, agreements, representations and warranties contained herein are solely for the benefit of Minnesota Business Finance Corporation, the SBA and Creditor and their respective successors and assign and no other party, including, without limitation, the Borrower.

6. Right to Payments. This Agreement shall in no way effect the obligation or right of the Borrower to pay or the right of any of the parties hereto to receive payments.

7. Miscellaneous Provisions.

A. Creditor Compliance with SBA 504 Loan Program Requirements. All documents evidencing the Creditor Loan and Creditor's Mortgage must comply

with SBA 504 Loan Program requirements, including but not limited to those identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these requirements, Creditor waives any right to enforce such provisions while the SBA Loan has any unpaid balance.

1. No Open-Ended Features and No Future Advances. The Creditor Loan must not be open-ended. The Creditor may not make future advances except for reasonable costs of collection, maintenance, and protection of the Creditor Loan and Creditor's Security Mortgage.
 2. No Early Call or Demand Provisions. The documents evidencing the Creditor Loan and the Creditor's Mortgage must not contain an early call feature or any provision that allows Creditor to make demand other than when there has been a material default under the terms of the Creditor Loan documents, such as failure to make timely payments, failure to pay taxes when due, or violation of any financial covenants that would cause a prudent creditor to believe that the prospect of payment or performance of the Creditor Loan is impaired.
 3. No Cross-Collateralization. The Property covered by Creditor's Mortgage must only secure the Creditor Loan; and the Property must not, currently or in the future, be used as security for any other financing provided by Creditor that purports to be in a superior position to that of the SBA Loan, unless authorized in writing by SBA.
 4. No Cross-Default. During the term of the SBA Loan, Creditor must not exercise any cross-default, "deem at-risk," or any other provisions in the documents evidencing the Creditor Loan or Creditor's Mortgage that allow Creditor to make demand on the Creditor Loan prior to maturity unless the Creditor Loan is in material default.
 5. Reasonable Interest Rate. The Creditor Loan must have a reasonable interest rate that must not exceed the maximum interest rate for loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Subordination Agreement.
- B. Limitation on Default Interest Rate on Creditor Loan. In the event of default on the Creditor Loan, Creditor may not escalate the interest rate to a rate greater than the maximum rate published by SBA in the Federal Register and in effect as of the date of this Subordination Agreement. If SBA purchases the Creditor Loan or note, SBA will only pay the interest rate on the note in effect before the date of default.
- C. Marshalling of Collateral for Creditor Loan. In the event Creditor decides to

liquidate the Creditor Loan, if Creditor has taken additional collateral as security for the Creditor Loan, Creditor must liquidate the additional collateral prior to foreclosing its Security Interest in the Property, and must apply the proceeds from liquidation of the additional collateral to the Creditor Loan prior to the proceeds from liquidation of the Property. Provided, however, that the Creditor shall not be required to liquidate the additional collateral if it is not commercially reasonable to do so, (e.g., the additional collateral has insufficient value to justify the cost of collection) and Creditor provides written justification for not liquidating the additional collateral in the 60 day notice it is required to provide to Minnesota Business Finance Corporation ("CDC") and SBA prior to foreclosing its Interest in the Property.

D. Subordination of Default Charges to SBA Loan.

1. The term "Default Charges" includes, but is not limited to, prepayment penalties, as well as late fees, escalated interest, and other charges after default on the Creditor Loan.
2. To the extent the Creditor's Mortgage secures any amounts attributable to Default Charges, the Creditor's Mortgage is and will be subordinate to SBA's Mortgage. This subordination applies only to CDC and SBA and their successors and assigns, and shall not inure to the benefit of Borrower or any guarantor of the Creditor Loan.
3. In the event of default on the Creditor Loan, CDC or SBA may bring the Creditor Loan current or acquire the Creditor Loan including Creditor's Mortgage. Creditor agrees that in either of these circumstances, the amount to bring the Creditor Loan current or the purchase price of the Creditor Loan will be net of all amounts attributable to Default Charges subordinated to the SBA Mortgage. Creditor further agrees that if it receives any amounts attributable to Default Charges, Creditor holds such funds in trust for SBA and will immediately remit them to SBA.
4. If Creditor sells, or intends to sell the note evidencing the Creditor Loan:
 - a. If the Creditor Loan is not in default, within 15 calendar days of the sale Creditor must provide CDC and SBA with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received an executed copy of this Subordination Agreement.
 - b. If the Creditor Loan is in default and the Creditor intends to sell the note as part of its liquidation strategy, Creditor must provide the CDC and SBA with the option to purchase the note at

the same price offered by any potential purchaser, net any Default Charges. SBA shall have 45 calendar days from receipt of the notice to exercise its option to purchase the note. If SBA does not exercise its option and the Creditor sells the note, within fifteen calendar days of the sale the Creditor must provide CDC and SBA with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received an executed copy of this Subordination Agreement.

- E. Subordination of Swap Agreement Costs to SBA Loan. If the Creditor Loan documents contain a swap component or hedging contract ("Swap Agreement"), all costs associated with the Swap Agreement, (which may be termed swap fees, termination fees, default fees), or other related fees, shall be subordinate to the amounts secured by SBA's Mortgage.
- F. Cooperation in Event of Liquidation. In the event either the Creditor Loan or SBA Loan is declared in default, the parties agree to liquidate the Property in a commercially reasonable and cooperative manner. For example, Creditor agrees to: (a) accept a U.S. Treasury check(s) from SBA or CDC to facilitate SBA's liquidation strategy, including, for example, purchase of the Creditor Loan; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement on the Creditor Loan; (c) to provide CDC and SBA, at not charge (except for reasonable charges for photocopies) with copies of any appraisal, environmental investigation, title examination or searches conducted by or for the Creditor; and (d) provide any other information about Borrower or the Creditor Loan requested by CDC and SBA.
- G. Creditor Waiver of Right to Indemnification by SBA or CDC. If the Creditor Loan documents contain provisions granting Creditor the right to indemnification by subsequent owners of the Property, Creditor waives its right to enforce such provisions against SBA and CDC in the event SBA or CDC acquires title to the Property through foreclosure, acceptance of a deed in lieu of foreclosure, or otherwise.
- H. No Implied Third Party Beneficiaries. The parties agree that this Subordination Agreement shall not grant any right, benefit, priority, or interest to any third party, including but not limited to the SBA Loan Borrower or guarantor(s).
- I. Successors and Assigns. This Subordination Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns, including any party acquiring the Creditor Loan and Creditor's Mortgage by sale, assignment, or other transfer from Creditor. Creditor agrees that SBA may assign this Subordination Agreement, and waives all rights to contest such assignment.
- J. Federal Law. When SBA is the holder of the note evidencing the SBA Loan,

this Subordination Agreement and all related loan documents shall be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. Creditor may not claim or assert against SBA any local or state law to deny any obligation of the Borrower, or defeat any claim of SBA with respect to the SBA Loan.

- K. Termination. This Subordination Agreement will terminate upon payment in full of either the Creditor Loan or the SBA Loan and all costs related thereto.
- L. Counterparts. This Subordination Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.
- M. Validity of Provisions. In the event that any provision of this Subordination Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Subordination Agreement shall remain valid and enforceable.
- N. Authority to Execute Subordination Agreement. The persons signing below certify that they have been duly authorized to execute this Subordination Agreement on behalf of their respective party.
- P. This Agreement shall remain in full force and effect regardless of whether any party in the future seeks to assume, amend, terminate or reform, by litigation or otherwise, their respective agreement with the Borrower.
- Q. The filling in of any and all blanks contained in this Agreement, after execution, shall not be deemed an alteration hereof, and the Creditor and Borrower hereby authorize the SBA, as their attorney in fact, to fill in such blank spaces and to record this Subordination Agreement.
- R. The priority or parity of the rights and claims of the SBA and Creditor as general creditors of the Borrower shall not be affected or impaired by this Agreement.
- S. This Agreement contains the whole agreement between the parties hereto as to the mortgage loans, and the priority thereof, herein described, and there are no agreements, written or oral, outside or separate from this Agreement, and all prior negotiations, if any, are merged into this Agreement.
- T. This Agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors and assigns of the parties.
- U. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereto set their hands effective the day and year first above written.

[signature pages to follow]

SBA

MINNESOTA BUSINESS FINANCE
CORPORATION

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2022, by
_____, the _____ of Minnesota
Business Finance Corporation, a non-profit corporation under the laws of the State of Minnesota, on
behalf of the corporation.

Notary Public

CREDITOR

REDWOOD COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2022, by _____, the _____ of Redwood County
Economic Development Authority.

Notary Public

Exhibit "A"

Lots 1 – 5, Block 1, of the Original Plat of the City of Lucan.



REQUEST FOR BOARD ACTION

Requested Board Date:	11/1/2022	Originating Dept.:	EDA
Preferred 2nd Date:			
Discussion Item:	Adoption of amended Tax Abatement Policy and Application		
	Presenter:	Briana Mumme	
	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:

Adoption of the amended Redwood County Tax Abatement Policy and Application.

Background Information:

David Drown and Associates was contracted to review and provide comment on the Redwood County Tax Abatement Policy/Application which was adopted in March 2012. The content within the policy/application included conditions over and above the statute, which produced limitations in how the county processed prior abatements. In an effort to reduce the limitations, the policy was updated to reflect what is required by law, and reduced the County conditions. This is to ensure the County has flexibility when reviewing tax abatement requests based on the project, economic impact it will provide to the county and administrative fees as directed by the Board.

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 ****



A. INTRODUCTION

Redwood County (the “County”) is granted the power to utilize tax abatement financing pursuant to the Minnesota Tax Abatement Act (“MTAA”) contained in Minnesota Statutes, Section 469.1812 to 469.1815. The County will consider tax abatement requests on a case-by-case basis, approval or denial of one project is not intended to set a precedent for approval or denial of another project. Meeting the criteria of the policy does not guarantee the approval of a tax abatement may be subject to additional requirements of the Redwood County Business Subsidy Policy and Minnesota Statutes 116J.993 to 116J.995.

B. CONDITIONS FOR GRANTING A TAX ABATEMENT

In accordance with the MTAA, a tax abatement can be granted if:

1. Redwood County expects the benefits to the County of the proposed abatement to:
 - a. at least equal the cost of the abatement or
 - b. intends the abatement to phase in a property tax increase as provided in (2) (g) below; and
2. Redwood County finds that the abatement will be in the public interest because it will accomplish at least one of the following purposes:
 - a. Increase or preserve the tax base;
 - b. Provide employment opportunities in the political subdivisions;
 - c. Provide or help acquire or construct public facilities;
 - d. Help redevelop or renew blighted areas;
 - e. Help provide access to services for residents of the political subdivision;
 - f. Finance or provide public infrastructure; or
 - g. Phase in a property tax increase of the parcel resulting from an increase of 50% or more in one year on established market value of the parcel, other than increase attributable to improvement of the parcel.
3. Redwood County cannot approve a property tax abatement for any parcel located in a tax increment-financing district.
4. Property tax subject to abatement is the net tax capacity based tax of real property including land and buildings. Market value based taxes and special assessments are not eligible for abatement.

The Redwood County Board of Commissioners has set forth additional conditions which may be more restrictive than Minnesota Statutes. Those conditions include the following:

- a. The annual tax abatement will not exceed the new county property taxes attributed to new construction on the property.

- b. In any calendar year, the total amount of property taxes abated by Redwood County may not exceed 1% of the current levy or \$100,000.00, whichever is greater.
- c. Projects must have a \$300,000.00 minimum increase in estimated market value wholly attributable to improvements in order to request tax abatement.
- d. The County may grant an abatement for a term of up to 15-years, unless another political subdivision declines, in writing, to grant an abatement, then it may be increased to 20-years. Preference will be given to abatements of a shorter duration.
- e. The County will not issue bonds to provide advance payment of abatements.
- f. The County will not support tax abatement for proposals that are not economically feasible.
- g. The abatement must be approved prior to any new construction or improvements being made to the proposed property.

C. TYPES OF ABATEMENTS

The County may “abate” all or a portion of its share of new property tax on one or more parcels of real property for economic development purposes, subject to a duration limit and a limit on the amount of abatements.

The “abatements” can be:

- 1. A rebate of property taxes to the property owner;
- 2. A reallocation of taxes to pay for public infrastructure costs; *or*
- 3. A deferment of property taxes with an abatement of interest and penalty.

The abatement for a parcel may be any one of the above, but not a mixture of two or more of these types of abatements. The type of abatement for a parcel can be changed with a modification to the abatement resolution.

D. APPLICATION

A written application will be required before Redwood County will consider granting an economic development tax abatement. Prior to any consideration by the County, the applicant must deliver to the Redwood County Administrator the following:

- 1. Letter formally requesting an abatement from Redwood County,
- 2. Correct and completed Tax Abatement Application, and
- 3. All required attachments as outlined in the Tax Abatement Application

E. APPROVAL PROCESS

- 1. The Business Development Committee will review all applications and provide an advisory opinion to the Redwood County Board of Commissioners. based on information presented in the Application materials referenced in Section D., as to whether or not the requested abatement is consistent with the MTAA and the requirements and objectives of this policy.
- 2. A public hearing will be scheduled before the Redwood County Commissioners in accordance with Minn. Stat. 469.1813, subd. 5(b).
- 3. An Abatement Resolution and Agreement may be approved by the Redwood County Board of Commissioners only after holding a public hearing as outlined in Section E.2. The Redwood County

Commissioners will be the final approval authority for any abatement request. If the abatement is approved by the Redwood County Commissioners, the resolution and agreement should contain the following:

1. Terms of the abatement
 2. Type of abatement (only one type can be stated)
 3. Amount of the abatement
 4. Method of annual determination
 5. Number of years
 6. Effective starting date or the first Taxes payable year for the abatement
4. Nature and extent of public benefits Approved applicants will be required to execute a tax abatement agreement.

Applicants will be required to pay for costs associated with drafting legal documents, consultant fees, and other direct costs related to processing the subsidy application.

F. PAYMENT OF TAXES

The taxes on a real estate parcel receiving the abatement must be paid when due and payable in the same manner as other real property taxes. After the taxes are paid, the County will abate the taxes in accordance with the abatement resolution.

G. ANNUAL REPORTING

Annual reporting by the applicant may be required as defined in the Redwood County Business Subsidy Policy and Minnesota Statutes 116J.993 to 116J.995.



Southwest Minnesota
Redwood County
Tax Abatement Application

Applicant Name: _____

Legal Name of Business: _____

Contact Name: _____ Title: _____

Applicant Mailing Address: _____

Phone: _____ Email: _____

Industry Type: _____ Primary Product(s)/Services: _____

Legal Type: Proprietorship Partnership Corporation Cooperative Other, _____

Address of Proposed Project: _____

Tax Parcel ID (PID): _____ Year Established: _____

Township: _____ School District: _____

Name of Land Owner (if different than applicant): _____

Project Description (new facility, rehabilitation, and/or expansion of existing facility): _____

Size of Proposed Structure or Expansion: _____

Type of Project: Industrial Commercial Residential

What is the Current Zoning Status of the Project Site? _____

Will Re-Zoning, Zoning Variance, or Conditional Use Permit be required for this project?
_____ Yes _____ No

Has Site Approval Been Obtained for this Project? _____ Yes _____ No

If so, when? _____

By who? _____

Estimated Project Costs:

Land Acquisition \$ _____
Site Development \$ _____
Building Cost \$ _____
Equipment \$ _____
Architectural/
Engineering Fee \$ _____
Legal Fees \$ _____
Off-Site
Development Costs \$ _____
Other \$ _____
TOTAL \$ _____

Employment: _____ Current Employees _____ 3-year projection _____ 5-year projection

Project Financing Sources and Amounts:

Private Financing Institution \$ _____
Tax Abatement Funds \$ _____
Other Public Funds \$ _____
Developer Equity \$ _____
TOTAL \$ _____

Have you applied for financing?

___ Yes ___ No

Amount of Abatement Requested: _____ Duration of Abatement Requested: _____

Why Are You Requesting Tax Abatement? _____

Will you be Requesting Abatement from Other Political Subdivisions? ___ Yes ___ No

If yes, date requested to _____ City _____ Township _____ School District

If not, why? _____

Requested Type of Abatement: ___ Rebate of property taxes to the property owner
(select one) ___ Reallocation of taxes to pay for public infrastructure costs
___ Deferment of property taxes with an abatement of interest and penalty

Construction Start Date: _____ Construction Completion Date: _____

Potential Other Uses of Proposed Project: _____

Will this Project Attract Other Related Industries? Yes No

How? _____

What Type? _____

Applicant will be required to pay for costs associated with drafting legal documents, consultant fees, and other direct costs related to the processing of the tax abatement application. An estimate of those costs can be provided upon request.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____
(if applicable)

Tennessen Notice:

Redwood County is asking you to provide information which can include private information under the Minnesota Government Data Practices Act. Redwood County is asking for private information to assist in evaluating a tax abatement request. You are not legally required to provide the information that Redwood County is requesting, and you may refuse to provide some or all of the information requested. Redwood County may not be able to act on the tax abatement request if sufficient information is not provided. Access to private information will be limited to individuals whose jobs reasonable require access to this information.

Required Attachments:

1. Formal letter to Redwood County Administrator requesting tax abatement, how it will be used, and why it's necessary. Description of the developer's business, principals, experience and history (if applicable)
2. Schematic drawing and map of property, displaying the boundaries of proposed development

Additional Attachments (may be required):

1. Legal description of project location
2. Proof of property site control
3. Business plan
3. Pro forma analysis
4. Financial statements

Office Use Only

Date Application Submitted: _____

Business Development Subsidy Committee Meeting Date: _____

Committee Members Present: _____

Committee Members Absent: _____

Meeting Dates:

Redwood County Board of Commissioners

Date Presented: _____

Date Notice Sent to Paper: _____

Public Hearing: _____

City Council or Township Board

Date Presented: _____

Public Hearing: _____

School Board

Date Presented: _____

Public Hearing: _____

*Application adopted March 2012
Adopted _____*

Affidavit of Publication

State of Minnesota)

) ss.

County of Renville)

Denise Bonsack, being first duly sworn, on oath states as follows:

1. I am the publisher of the Standard-Gazette & Messenger, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Wed., October 12, 2022

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:

\$ 7.50

5. Mortgage Foreclosure Notices [Effective 7/1/15]. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Renville County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAIETH NOT.

Denise Bonsack

[Signature]

Subscribed and sworn to before me on this 12 day of October 2022

Chris Jandl

Notary Public



**COUNTY OF REDWOOD
STATE OF MINNESOTA
NOTICE OF PUBLIC
HEARING**
**on the adoption of
AMENDED BUSINESS
SUBSIDY CRITERIA**
NOTICE IS HEREBY GIVEN
that the County Board (the
"Board") of Redwood County,
Minnesota, will hold a public
hearing on November 1, 2022 at
approximately 9:30 a.m., in the
Commissioner's Room of the
Redwood County Government
Center located at 403 South Mill
Street in the City of Redwood
Falls, Minnesota, relating to the
adoption of amended Business
Subsidy Criteria pursuant to
Minnesota Statutes, Section
116J.993 through 116J.995,
inclusive, as amended. Drafts
of the proposed Business
Subsidy Criteria as proposed
to be amended and adopted
will be on file and available for
public inspection at the office of
the County Administrator in the
Redwood County Government
Center.
All interested persons may
appear at the hearing and
present their view orally or in
writing.
Dated: October 4, 2022
Vicki Knobloch Kletscher
County Administrator
Published in the Standard-
Gazette & Messenger
October 12, 2022.



REQUEST FOR BOARD ACTION

Requested Board Date: 11/1/2022	Originating Dept.: EDA
Preferred 2nd Date:	
Discussion Item:	Presenter: Briana Mumme
Resolution to adopt amended Redwood County Business Subsidy Policy and Application	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:

Resolution to authorize the adoption of the amended Redwood County Business Subsidy Policy and Application

Background Information:

David Drown and Associates was contracted to review and provide comment on the Redwood County Business Subsidy Policy/Application which was adopted in March 2012. The content within the policy included conditions over and above the statute, which produced limitations in how the county could administer subsidies. In an effort to increase flexibility and remain in compliance with statute. The policy was revised to ensure compliance, changed the name of the policy from Business Development Policy to Business Subsidy Policy, updated the workforce conditions to reflect the current economic conditions, removed criteria regarding tax abatements (and included in the tax abatement policy), and administrative fees as directed by the Board. Additionally, the County did not have a formal application to consider a subsidy. As a result, an application has been developed.

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 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



**EXTRACT OF MINUTES OF A MEETING OF THE
COUNTY BOARD OF
REDWOOD COUNTY, MINNESOTA**

HELD: November 1, 2022

Pursuant to due call and notice thereof, a regular meeting of the County Board of Redwood County, Minnesota, was duly held on Tuesday, the 1st day of November, 2022 at 9:30 o'clock a.m. for the purpose, in part, of holding a public hearing on the adoption of amended business subsidy criteria.

The following Commissioners were present:

and the following were absent:

Commissioner _____ introduced the following resolution and moved its adoption;

RESOLUTION ADOPTING BUSINESS SUBSIDY CRITERIA

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

1. Public Hearing. This County Board met on Tuesday, November 1, 2022, at approximately 9:30 a.m. for the purpose of holding a public hearing on the proposed adoption of amended business subsidy criteria, in accordance with the requirements of Minnesota Statutes 116J.993 through 116J.995. Public comment was requested at said public hearing.

2. Adoption of Criteria. The County Board hereby adopts the amended business subsidy criteria as presented. The purpose of the criteria is to comply with Minnesota Statutes 116J.993 through 116J.995 (the "Business Subsidy Act").

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

and the following voted against the same.

Whereupon said resolution was declared duly passed and adopted.

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

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



STATE OF MINNESOTA)
COUNTY OF REDWOOD) SS

I, the undersigned, being the duly qualified and acting Administrator of Redwood County, Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of an extract of minutes of a meeting of the County Board of Redwood County, Minnesota duly called and held, as such minutes relate to adopting the County's amended business subsidy criteria.

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

Repeal Commercial Solar Garden Moratorium Public Hearing

Redwood County Government Center – Board Room

403 South Mill Street, Redwood Falls MN 56283

November 1, 2022 at 10 am

- I. Presentation of Affidavit of Publication
- II. Presentation of draft interim ordinance, by county staff
- III. Public Comment
- IV. Board Action (if any)

PROOF OF PUBLICATION

OCT 13 2022
REDWOOD COUNTY
ENVIRONMENTAL OFFICE

AFFIDAVIT OF PUBLICATION: #509420
STATE OF MINNESOTA, COUNTY OF REDWOOD

The Redwood Falls Gazette has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspapers' known office of issue is located in Brown, Chippewa, Lyon, Polk, Redwood, Watonwan & Yellow Medicine counties. The newspapers comply with the conditions in §580.033, subd. 1, clause (1) or (2). If the newspaper known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

The affixed notice appeared in said newspaper on the following issues:

10/13/2022

Sworn to and subscribed before on 10/13/2022.

Kathy Malm

Authorized Agent

Leanne Kaufenberg

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

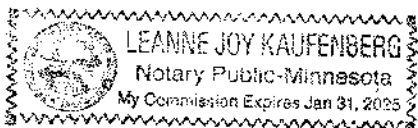
Publication Cost: \$107.47
Order No: 509420
PO #:

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.

**NOTICE OF INTENT
TO REPEAL THE
ONE-YEAR
MORATORIUM ON THE
PERMITTING AND
CONSTRUCTION OF
COMMERCIAL SOLAR
GARDENS IN THE AREAS
OF REDWOOD COUNTY
LYING OUTSIDE OF THE
INCORPORATED
MUNICIPALITIES**

A public hearing will be held before the Redwood County Board of Commissioners at 10:00 a'clock a.m. on Tuesday, the 1st day of November, 2022, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283 to enact an ordinance repealing the one-year moratorium on the permitting and construction of commercial solar gardens in the areas of Redwood County lying outside of the incorporated municipalities. Please note the foregoing is only a summary. The full text of the repeal ordinance is available for inspection by any person during regular office hours at the Redwood County Environmental Office and the Office of the County Auditor located at the Redwood County Government Center, 403 South Mill Street, Redwood Falls, MN 56283. The full text is also available via standard or electronic mail upon request and online at <https://redwoodcounty-mn.us/departments/environmental-office/>. If you have any questions or concerns, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, or in writing at the following address: Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: October 7th, 2022
/s/ Nicholas W. Brozek
Land Use and
Zoning Supervisor
Redwood County



Affidavit of Publication

RECEIVED
OCT 24 2022
REDWOOD COUNTY
ENVIRONMENTAL OFFICE

State of Minnesota)
) SS.
County of Renville)

**NOTICE OF INTENT
TO REPEAL THE ONE-
YEAR MORATORIUM ON
THE PERMITTING AND
CONSTRUCTION OF
COMMERCIAL SOLAR
GARDENS IN THE AREAS
OF REDWOOD COUNTY
LYING OUTSIDE OF
THE INCORPORATED
MUNICIPALITIES**

A public hearing will be held before the Redwood County Board of Commissioners at 10:00 o'clock a.m. on Tuesday, the 1st day of November 2022, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283 to enact an ordinance repealing the one-year moratorium on the permitting and construction of commercial solar gardens in the areas of Redwood County lying outside of the incorporated municipalities.

Please note the foregoing is only a summary. The full text of the repeal ordinance is available for inspection by any person during regular office hours at the Redwood County Environmental Office and the Office of the County Auditor located at the Redwood County Government Center, 403 South Mill Street, Redwood Falls, MN 56283. The full text is also available via standard or electronic mail upon request and online at <https://redwoodcounty-mn.us/departments/environmental-office/>.

If you have any questions or concerns, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, or in writing at the following address: Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: October 7th, 2022 /S/

Nicholas W. Brozek
Land Use and Zoning
Supervisor
Redwood County
Environmental Office

Denise Bonsack, being first duly sworn, on oath states as follows:

1. I am the publisher of the Standard-Gazette & Messenger, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:
Wed, October 12, 2022

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:
\$750

5. Mortgage Foreclosure Notices [Effective 7/1/15]. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Renville County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

N. W. Brozek
[Signature]

Subscribed and sworn to before me on this 12 day of October 2022

Christine M Jandl
Notary Public



**REPEAL OF REDWOOD COUNTY MORATORIUM ON THE PERMITTING AND
CONSTRUCTION OF COMMERCIAL SOLAR GARDENS & INTERIM SOLAR
GARDEN ORDINANCE**

	<u>PAGE</u>
TABLE OF CONTENTS	
ARTICLE 1. TITLE	1
ARTICLE 2. PURPOSE	1
ARTICLE 3. AUTHORITY	1
ARTICLE 4. DEFINITIONS	1
ARTICLE 5. MORATORIUM	2
ARTICLE 6. EFFECT ON EXISTING ORDINANCE AND LAWS	2
ARTICLE 7. DATE OF EFFECT	3
ARTICLE 8. ENACTMENT OF REPEAL	3

REPEAL OF MORATORIUM ON THE PERMITTING AND CONSTRUCTION OF COMMERCIAL SOLAR GARDENS & INTERIM SOLAR GARDEN ORDINANCE

The county board of Redwood County, Minnesota, hereby ordains:

Article 1. Title

- 1.01 The title of this Ordinance shall be “Repeal of Moratorium on the Permitting and Construction of Commercial Solar Gardens & Interim Solar Garden Ordinance.” It shall be referred to herein as “this Ordinance.”

Article 2. Purpose

- 2.01 The purpose of this Ordinance is to repeal the moratorium on the permitting and construction of commercial solar gardens & interim solar garden ordinance enacted by the County Board of Commissioners on March 1, 2022. Said repeal will have the effect of reinstating the rules and regulations regarding solar projects found in Redwood County Code of Ordinances, Title XV, Sections 153.330 through 153.338.

Article 3. Authority

- 3.01 Statutory Authority. Chapter 394.21 of Minnesota Statutes, authorizes counties to adopt official controls for planning and zoning for the purpose of protecting the public health, safety, and general welfare. Furthermore, Chapter 394.34 of Minnesota Statutes authorizes counties to enact interim zoning ordinances in order to conduct studies and hold hearings regarding the amendment of official controls that regulate land uses and related matters.
- 3.02 Comprehensive Plan. This ordinance is in conformity with the Redwood County Comprehensive Plan standards regarding supporting agriculture as the backbone of the county economy (Redwood County Comprehensive Plan, pages 2, 29, 30, 52, and 74), managing land for optimal long term economic benefit and efficient use of energy (Redwood County Comprehensive Plan, page 95), maximizing the potential use of solar energy (Redwood County Comprehensive Plan, page 68), and balancing the needs of the community and renewable energy policy (Redwood County Comprehensive Plan, page 67).

Article 4. Definitions

- 4.01 Commercial Solar Garden – A commercial solar garden is a solar array that is the primary use of the site and which primarily produces power that is used off-site.
- 4.02 Private Solar Array – A private solar array is a solar array that is an accessory use in which the energy produced is used entirely on-site, or is first used on-site before any excess energy produced is sold back to the operator’s regular electrical service provider.

Article 5. Repeal of Moratorium

- 5.01 The moratorium on the permitting and construction of commercial solar gardens & Interim Solar Garden Ordinance is hereby repealed. Henceforth, unless and until amendments to the contrary are made to Redwood County Code of Ordinances in the future, permits may be issued for the construction of commercial solar gardens in the areas of Redwood County lying within the zoning authority of the county, pursuant to the rules and regulations in the Redwood County Code of Ordinances.
- 5.02 The Moratorium did not apply to the permitting and construction of private solar arrays, which remain unaffected.

Article 6. Effect on existing ordinance and laws

- 6.01 This repeal is intended to return Redwood County Code of Ordinances Sections 153.330 through 153.338 to full force and effect as they were prior to enactment of the moratorium.

Article 7. Date of effect

- 7.01 This ordinance shall be effective as of the date it is enacted by the Redwood County Board of Commissioners.

Article 8. Enactment of Repeal

- 8.01 The Redwood County Moratorium on the Repeal of Moratorium on the Permitting and Construction of Commercial Solar Gardens & Interim Solar Garden Ordinance is hereby repealed by Redwood County Board of Commissioners on the _____ day of _____, 2022.

Chair, Redwood County Board of Commissioners

ATTEST:

EFFECTIVE DATE: _____



REQUEST FOR BOARD ACTION

Requested Board Date:	November 1, 2022	Originating Department:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Nick B.		
Conditional Use Permit #12-22 - Vicki Friedrich	estimated time needed:	10 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Conditional Use Permit Application #12-22, with conditions, pursuant to recommendation of the Planning Commission.

The Planning Commission recommended approval with the conditions proposed by staff and on additional condition, as follows: After three years, from the date of approval of this permit, The Planning Commission and County Board of Commissioners shall review permit #12-22 along with any known problems or complaints received in connection thereto, and shall have the power to unilaterally impose additional conditions to address said problems and complaints and/or reduce the maximum allowed number of attendees.

Background Information:

Ms. Friedrichs is proposing to expand her annual country music and camping festival in section 21 of Delhi Township. The event is held over a three day period (weekend) in July. The expansion will include increasing the maximum number of attendees from 1000 to 5000 per day, decreasing the minimum required age of attendees from 21 years to 18 years, and expanding the parking and camping areas onto 15 additional acres adjacent to the existing permitted concert venue site.

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

www.co.redwood.mn.us

Application for Conditional Use Permit

Permit #: 12-12 Date: 10/1/22

Location of Proposed Use:

Address: 29446 370th Street City: Redwood Falls State: MN Zip: 56283
House # Street Name
Parcel #: 52-021-2060 Township: Delhi Section: 21 Twp #: 113 Range: 36

Legal Description:

N 1040' E 420' E1/2 NW1/4 10.03A

Information about the Site:

Zoning District: Agriculture

General description of the building(s) and proposed use:

We are proposing to change our maximum capacity to 5000, rather than 1000 for our Vicki's Camp N Country Music festival.

We are also proposing to change our 21+ age limit to 18+ age limit.

Building Size: (Please enter dimensions in feet)

Width: _____ Length: _____ Diameter: _____ Total Height: _____

Setbacks: (Please enter in feet)

Side Yard Setback: 10' Direction: West

Side Yard Setback: 10' Direction: East

Rear Yard Setback: 10' Direction: South

Road Type: Township Setback from the Right-of-Way: 67'

Right-of-Way Width from Centerline 100 ft

Type of Sewer System:

Portable restrooms/portable sewage tank

Drainage Plan: with a maxim

Natural surface water drainage

Other Information:

[Empty box for other information]

Applicant Information:

First Name: Vicki Last Name: Friedrichs
Business Name: _____
Address: 29448 370th St City: Redwood Falls State: MN Zip: 56283
Home Phone: _____ Cell Phone: 612-799-9955 Email: vicki@vccjam.com

Operator Information: (Complete only if different from Applicant)

First Name: _____ Last Name: _____
Business Name: _____
Address: [] City: _____ State: MN Zip: _____
Home Phone: _____ Cell Phone: _____ Email: _____

Land Owner Information: (Complete only if different from applicant)

First Name: _____ Last Name: _____
Address [] City: _____ State: MN Zip: _____
HomePhone: _____ CellPhone: _____ Email: _____

I affirm that the forgoing information is true and accurate. I understand that if any portion of this information is false or materially misleading, any conditional use permit issued in reliance upon this information is voidable at the election of Redwood County.

Land Owner Signature Vicki Friedrichs Date: 8/30/2022

Office Use Only: * The section below is to be filled out by the Environmental Office Staff

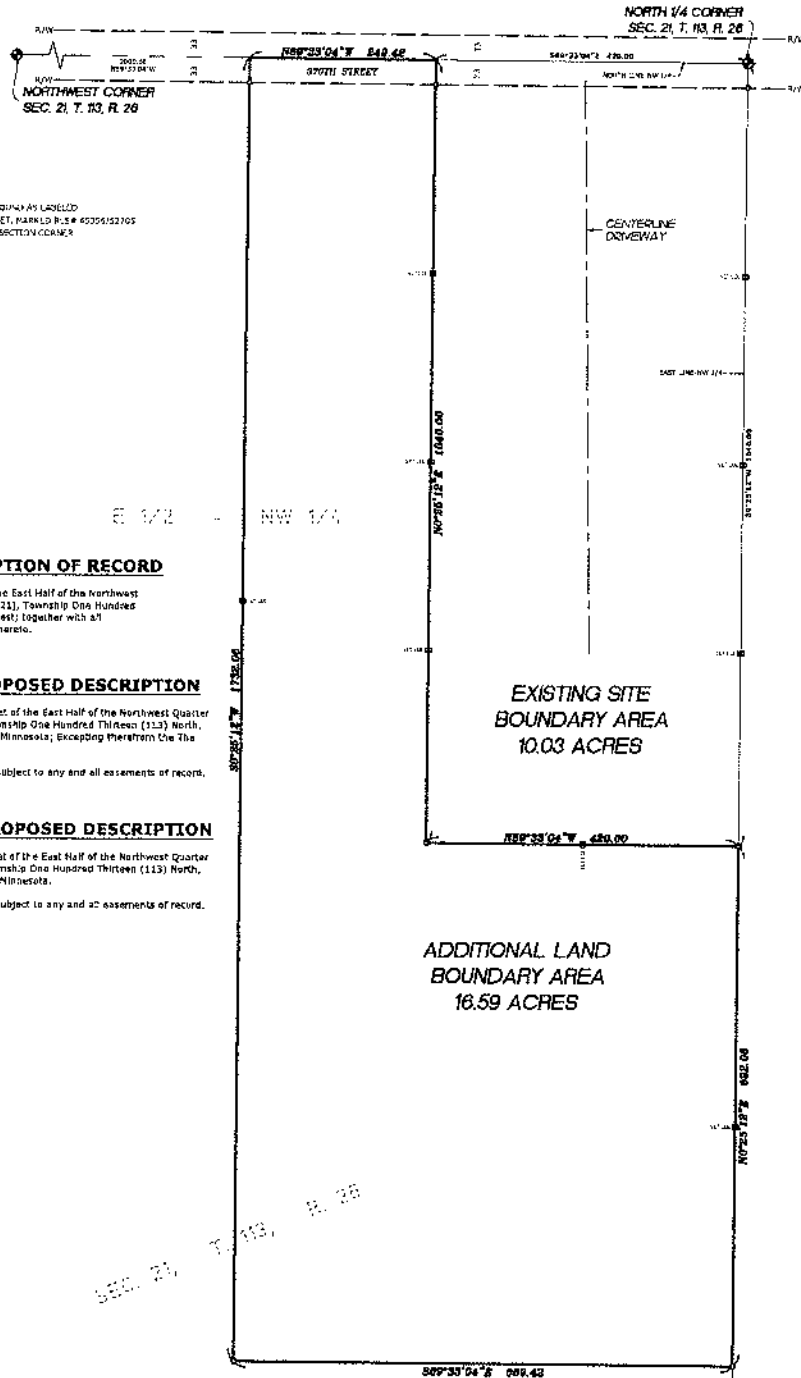
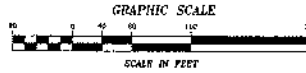
Permit Fee: \$700.00 Receipt #: 27110 Date Approved: _____

Application Received: 10/6/22

Commission Action: Approved: _____ Date: _____ Disapproved: _____ Date: _____
County Board Action: Approved: _____ Date: _____ Disapproved: _____ Date: _____

BOUNDARY SURVEY

~for~ VICKI FRIEDRICHS
 ~of~ North 1040 Ft. of East 420 Ft. of E1/2-NW1/4
 Sec. 21-113-36, Delhi Township, Redwood County, MN



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- ⊙ DENOTES IRON MONUMENT SET, MARKED R.S.# 6235152705
- ⊕ DENOTES REPAIRABLE COUNTY SECTION CORNERS
- ⊖ DENOTES LATH SET ON LINE

EXISTING SITE DESCRIPTION OF RECORD

The North 1,040 feet of the East 420 feet of the East Half of the Northwest Quarter (E1/2NW1/4) of Section Twenty-one (21), Township One Hundred Thirteen (113) North, Range Thirty-six (36) West, together with all encumbrances and appurtenances belonging thereto.

ADDITIONAL LAND, PROPOSED DESCRIPTION

The North 1,732.06 feet of the East 659.42 feet of the East Half of the Northwest Quarter (E1/2NW1/4) of Section Twenty-one (21), Township One Hundred Thirteen (113) North, Range Thirty-six (36) West, Redwood County, Minnesota; Excepting therefrom the North 1,040 feet of the East 420 feet thereof.

This tract contains 16.59 acres of land and is subject to any and all easements of record.

COMBINED PARCELS, PROPOSED DESCRIPTION

The North 2,772.06 feet of the East 659.42 feet of the East Half of the Northwest Quarter (E1/2NW1/4) of Section Twenty-one (21), Township One Hundred Thirteen (113) North, Range Thirty-six (36) West, Redwood County, Minnesota.

This tract contains 26.62 acres of land and is subject to any and all easements of record.

NOTES

- Field Survey was completed by E.G. Rud and Sons, Inc. on 10/10/2012
- Bearings shown are on an assumed datum.
- Parcel ID Number: 22-C11-2070.
- This survey was prepared without the benefit of this work. Additional encumbrances, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to review upon receipt of a contract or an attorney's title opinion.
- Shortly after completing the survey, if believed some of the boundary corners and lath that were set were moved by an unknown party.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

KURT D. NELSON
 Date: 10/10/12 License No. 41358

E. G. RUD & SONS, INC.
 Professional Land Surveyors
 335 Main Ave., P.O. Box 988
 Gaylord, MN 55334
 Tel. (907) 237-5212

SOUTH 1/4 CORNER
 SEC. 21, T. 113, R. 26

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			

I, Betty Galstad Miller,

part of land:

E1/2 NW1/4 EX TR 69.97A

 of
Redwood Falls, MN agree to sell
up to 15 acres for Vicki's Camp
N Country Jam, LLC.

~~Betty Galstad Miller~~ /9-29-22/
Betty Galstad Miller, Date

~~Vicki's Camp N Country Jam, LLC~~ 9/29/2022
Vicki's Camp N Country Jam, LLC, Date
by its President, Vicki Friedrichs

Vicki's Camp n Country Jam

The site map is at the address of: 29446 370TH St., Redwood Falls, MN, with 10 acres.

1. **LAYOUT OF PROPOSED CAMPING AREA:** The site map shows the camping area will be off of 370th St., shown with Campground A & B. Each site will be 25'x40', separated from each other. Each camper will back into each site, which they will all be facing a 16' clear unoccupied space, which will have access to the road. The camping area will not have any poison ivy or noxious weeds. The sites will be mowed and have adequate drainage. The sites are relatively flat, with no greater than 8% grade or one inch drop per linear foot. A campground manager will be on site 24 hours. The furthest camp site will not be more than 300' from any portable toilet.
2. **WATER SUPPLY SOURCE:** Each camper will bring in their own water supply for inside their campers. There will not be any buildings that provide running water for any attendee.
3. **SANITARY DUMP STATIONS:** Each camper would be responsible for dumping their own camper after the festival at the dump station of their choice.
4. **TRASH/GARBAGE LOCATION & REMOVAL PLANS:** There will also be an adequate number of covered/watertight containers. There will be 3-4 of the 30 yard roll off box/containers throughout the camping area and venue area, see site plan. Southwest Sanitation (from Marshall) will remove the garbage as often as necessary to prevent nuisance conditions.
5. **STAFFING PLANS & EMERGENCY CONTACT:** Vicki Friedrichs – CEO & Emergency Contact. Greg Knight – VP of Operations. Staffing plans will be worked on/finalized after the permit is approved. There will be hired staff as well as volunteers.
6. **RESTROOMS:** Toilets will be provided at four different locations in the campgrounds and the concert area, see site map. There will be a total of 12 portable toilets, 2 which will be ADA. The portable toilets will not be more than 300' from any site.
7. **APPROVAL FROM THE LOCAL UNIT OF GOVERNMENT:** In order to get the approval from Nick Brozek from Redwood County Land Use and Zoning on the approval for the Conditional Use Permit, he suggested I work with the following...which I am doing currently:
 - a. Minnesota Department of Health Get from Jason Kloss, if needed
 - b. Southwest Health and Human Services Working with Jason Kloss already
 - c. Redwood County Sheriff 507-637-4036
 - d. Delhi Township Board of Supervisors 507-641-5372 (Carrie Werner, Clerk)
 - e. First responders Sheriff/Township should have these numbers
 - f. Redwood County Highway Engineer 507-637-4056

Thank you so much for taking the time to look this all over and for your consideration. I look forward to working with you to make this a safe and successful event!

I hope to hear from you soon, and please don't hesitate to call/contact me with any questions you may have. ☺

Thanks!

Vicki Friedrichs
612-799-9955

29446 370th St., Rdwd Hls



septic

house

well

Safety Plan

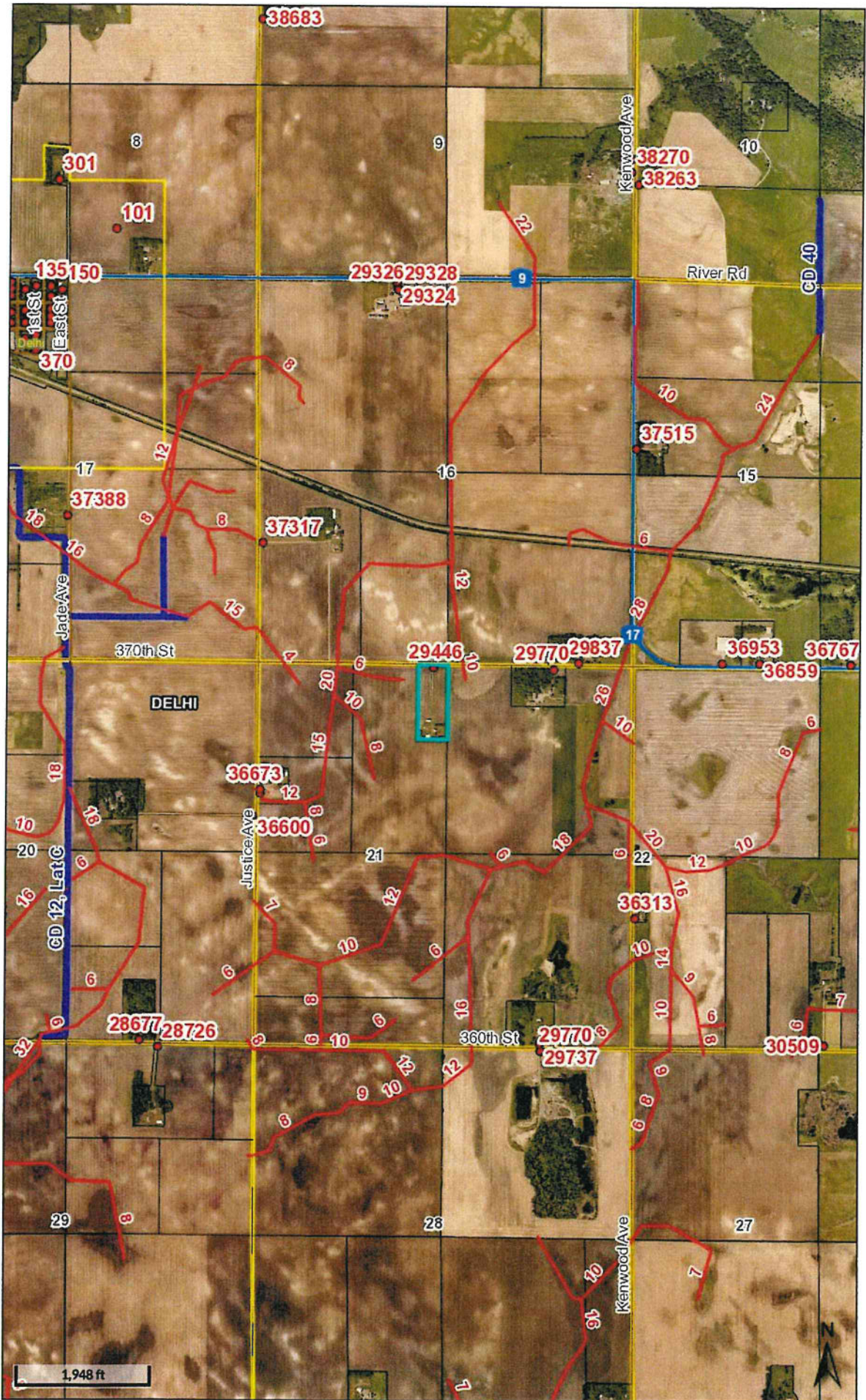
1. Safety Plan

- a. We will strive to protect the patron's health, safety and welfare
 - i. Plan, train, monitor
 1. All staff/volunteers will be required to do these things
- b. Security
 - i. Professional team
 - ii. On-site 24/7
- c. First Aid
 - i. Stations clearly marked
- d. EMS **contact hospital**
 - i. On-site 24/7
- e. Traffic
 - i. Specific road for ambulance/fire truck/sheriff to come in and out
 - ii. Keep the campers flowing and leave room for local vehicles to get by
 - iii. No long term parking on township roads leading to venue
 1. Try to have an appointment time for campers
 - iv. Entrances and exits on each side of campground
 - v. Signage and traffic controllers
 1. On area roads to direct campers to correct campground
 2. On area roads to direct day ticket attendees to correct parking areas
- f. No ATVs/4-Wheelers/Golf Carts
 - i. Only security will have ATVs
 - ii. Only staff/volunteers will have golf carts
- g. Fencing to control crowd movements
 - i. Around entire perimeter (324' W/E x 2 and 890' N/S x 2 = 2,428')
 - ii. Around backstage/artist area
 - iii. Around concert area

2. Emergency Plan

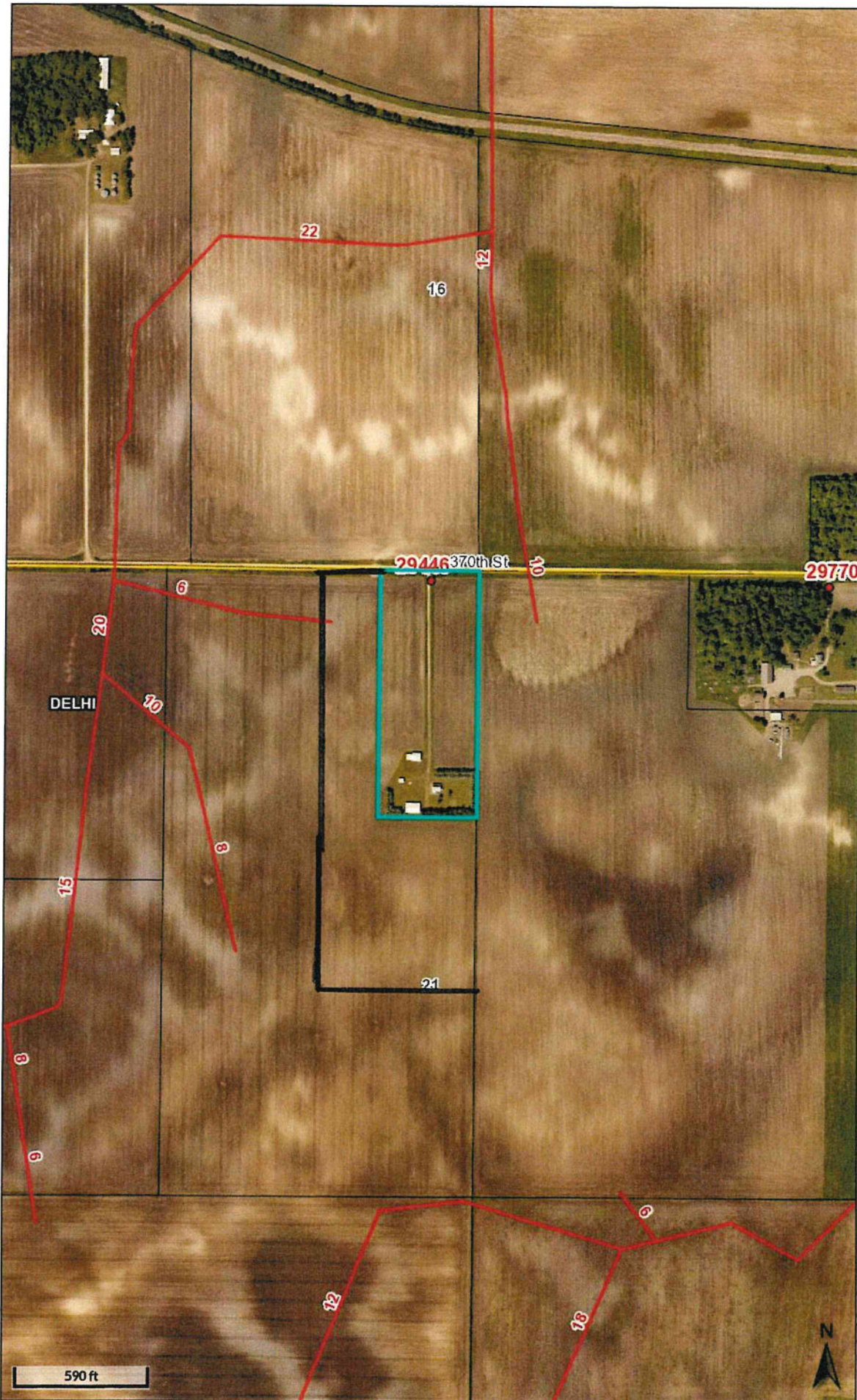
- a. Severe Weather
 - i. Communication with National Weather Service (NWS)
 1. Start week before and all during event monitoring
 2. Specific VCCJam person in charge of collecting weather info
 3. Contact at NWS: Brent Hewett (952-361-6671) Brent.hewett@noaa.gov
 - ii. Evacuation
 1. Safe shelters
 - a. Campers, buildings, basement
 1. Shielded from debris/glass
 2. Shelters clearly marked
 - b. Pre-determined evacuation routes
 - c. Evacuation will be an "ordinary event" with well training
 1. Address crowd control (panic) and have orderly
 2. Handling people with special needs
 3. Fasten down items such as vendor carts, trash cans, signage
 4. Shut down concert
 5. Take down banners/lighting that could injure
 6. Info delivered via loud speakers, social media, police, website
- b. Catastrophic Event (shooting/mass fatality incident/violence/bomb threat/fire)
 - i. Work with sheriff/fire department/security
 - ii. Evacuation if necessary

Friedrichs neighborhood map



- ### Legend
- Municipal Boundaries
 - Surrounding Counties
 - Townships
 - Open Ditch
 - Drain Tile
 - Address Points
 - Parcels
 - Major Roads**
 - County/Twp/City
 - State/Federal
 - County
 - Minor Roads

FRIEDRICHS SITE MAP



- Legend**
- Municipal Boundaries
 - Surrounding Counties
 - Townships
 - Open Ditch
 - Drain Tile
 - Address Points
 - Parcels
 - Major Roads**
 - County/Twp/City
 - State/Federal
 - County
 - Minor Roads

Conditions for Permit No. 12-22 (Vicki Friedrichs – Vicki’s Camp n Country Jam)

1. The permit holder shall comply with all applicable laws, rules, and regulations, including but not limited to Redwood County Ordinance, as hereafter amended from time to time.
2. The permit holder shall allow the Redwood County Environmental Office to inspect the site for all purposes permitted by law whenever deemed necessary by the Redwood County Environmental Office.
3. The permit holder shall obtain garbage dumpsters and other appropriate waste storage receptacles from an approved waste hauler for the temporary storage of general waste and refuse. The dumpsters and other appropriate waste storage receptacles must be located on site and no burning of any material shall be allowed in the dumpster or other waste storage receptacles. The approved waste hauler shall remove the waste and refuse from the garbage dumpster and other appropriate waste storage receptacles, and thereafter, dispose of the waste and refuse in a proper manner and in accord with all applicable laws, rules, and regulations. A copy of all disposal records and receipts shall be kept on file for no less than five (5) years and shall be provided to the Redwood County Environmental Office upon request.
4. The permit holder shall contact all relevant local, state, and federal authorities/entities and inquire as to whether a permit and/or license is required. If a permit and/or license is required, the permit holder shall apply for and obtain any and all required permits and/or licenses. A copy of all such permits and/or licenses shall be provided to the Redwood County Environmental Office upon request.
5. The permit holder shall take appropriate and reasonable measures to assure that all surface water runoff satisfies all applicable local, state, and federal discharge standards.
6. The permit holder shall abide by and ensure compliance with all local, state, and federal Handicapped Accessibility Code requirements.
7. The permit holder shall abide by and ensure compliance with all local, state, and federal fire code and occupancy requirements.
8. The permit holder shall not allow the conditional use to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.
9. Adequate utilities, access roads, drainage, and other necessary facilities will be provided and continue to be provided by the permit holder now and in the future.
10. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed conditional use. Parking shall comply with and is subject to all relevant local, state, and federal law, rules, and regulations. At least one parking space shall be provided per 4 people, excluding attendees who camp in the camping areas. The permit holder shall provide safe walking areas, or shuttle, between the festival grounds and the

parking areas. Parking and/or loading on the public road or within the road right-of-way is prohibited.

11. Lighting on the site shall not be directed to shine at, or onto, neighboring properties, or the public road right-of-way.
12. The permit holder shall take all reasonable precautions to ensure that the sound of the event will not carry unreasonably beyond the boundaries of the festival location, nor shall carry on past the hour of 12:00 am (midnight), or commence before the hour of 8:00am, no more than 3 consecutive days per year (i.e. one weekend per year), except that early camper arrivals are allowed during the week prior to the event. This is permitted as an annual event. Adding other events on the site will require the permit holder to first apply for and obtain a new Conditional Use Permit.
13. Event attendees shall not trespass on neighboring properties.
14. Future expansion of the site to include additional camping areas or performance areas, or increasing the number of attendees over 5000 attendees, shall require a new Conditional Use Permit.
15. The permit holder shall provide emergency plans for approval by the Redwood County Sheriff and the Redwood County Zoning Administrator by no later than April 1, 2023. These plans shall address the health and safety of the attendees, inclement weather, fire, ambulance service, and crowd control. The emergency plans shall be subject to periodic review by the County Board of Commissioners, which may seek and rely on the expertise of the Sheriff, Highway Engineer, Fire Marshall, Emergency Manager, or any other official or expert.
16. Security guards, either regularly employed, duly sworn off-duty licensed peace officers licensed in Minnesota, or private uniformed guards working under a Protective Agent Services License issued by the State of Minnesota, sufficient to provide adequate security must be provided by the permit holder.
17. The event holder shall inform the county Sheriff, the Zoning Administrator, and the hospital in Redwood Falls about the dates of the event each year.
18. The permit holder shall maintain a contract with the provider of the portable toilets to maintain and empty the toilets as needed during the festival, and provide additional toilets if needed. The permit holder shall also contract with a licensed sewage contractor to provide sewage removal service for the campers, in the event a camper requires it.
19. The permit holder shall clean up all debris, trash, and temporary structures from the site within 1 week after the end of the event, including, in cooperation with the landowner, any debris that has migrated into neighboring fields.

20. A fence will completely enclose the festival site, of sufficient height and strength to prevent non-ticket holding people from accessing the site during the festival. The fence shall have an adequate number of gates to allow people to safely leave the festival site.
21. Fire protection shall be determined by the fire chief that has jurisdiction over the area in which the festival is located.
22. Personal campfires shall not be allowed at the event or in the campground. However, the permit holder may have group campfires, tended and monitored by event staff. The permit holder shall use only local approved firewood.
23. The route, or routes, for traffic to and from the event shall be set by the County Board of Commissioners, with the advice of the Redwood County Sheriff, Redwood County Highway Engineer, and the Delhi Township Board of Supervisors. Each year, prior to the weekend of the event, the permit holder shall apply adequate dust control measures to the gravel roadway in front of each residence along said route or routes.
24. Underage consumption of alcohol shall not be allowed.
25. These permit conditions are intended to replace the conditions attached to permit #14-21, previously issued for this annual event.
26. The Redwood County Planning Commission shall review the conditional use permit and shall be authorized to take any and all necessary action(s), including but not limited to revoking the conditional use permit and/or requiring the permit holder to reapply for a conditional use permit, if: 1) The Redwood County Environmental Office acquires information previously unavailable that indicates the terms and conditions of the permit do not accurately represent the actual circumstances of the permitted facility or the conditional use; 2) It is discovered subsequent to the issuance of the permit the permit holder failed to disclose all facts relevant to the issuance of the permit or submitted false or misleading information to the Redwood County Environmental Office, the Redwood County Planning Commission, or the Redwood County Board of Commissioners; 3) The Redwood County Environmental Office determines the permitted facility or conditional use endangers human health or the environment; and/or (4) The permit holder violates any of the herein described conditions.



REDWOOD COUNTY ENVIRONMENTAL OFFICE

*Planning & Zoning • Parks & Trails • GIS
Aquatic Invasive Species • Septic Inspector
Drainage Inspector • Agricultural Inspector*

PO BOX 130
REDWOOD FALLS
MINNESOTA 56283
PH: 507-637-4023

REDWOOD COUNTY PLANNING COMMISSION

Vicki Friedrichs

Conditional Use Permit Application #12-22

October 25, 2022

FINDINGS OF FACT

ORDINANCE CRITERIA – The Planning Commission may recommend the granting of a Conditional Use Permit in any district provided the proposed use is listed as a conditional use for the district and upon a showing that the standards and criteria stated in this Ordinance will be satisfied and that the use is in harmony with the general purposes and intent of this Ordinance and the Comprehensive Plan.

In determining whether the proposed use is in harmony with the general purposes and intent of the Ordinance and the Comprehensive Plan, the Planning Commission shall consider and make findings on the following questions:

- 1) What potential health safety and welfare impacts were raised at the hearing and why will they, or why won't they, impact the neighboring residents?

- 2) What potential impacts on area property uses were raised at the hearing and why will they, or why won't they, impact the property uses in the area?

3) What potential impacts on property values or future development were raised at the hearing, and why will they, or why won't they, impact the neighboring properties?

4) What infrastructure is needed to support the proposed use and how will it be provided?

5) How do the goals, purpose and policies of the Zoning Ordinance and Comprehensive Plan apply to the proposed project?

NAME: _____

DATE: _____



TO: Whom It May Concern

**FROM: Nick Brozek ^{AB}
Land Use and Zoning Supervisor
Redwood County Environmental Office**

DATE: October 12, 2022

RE: Notice of Public Hearing on Application for Conditional Use Permit

Please find enclosed a *Notice of Public Hearing* regarding an *Application for Conditional Use Permit* submitted by Vicki Friedrichs pursuant to Redwood County Code of Ordinances, Title XV, Section 153.142. Ms. Friedrichs is proposing to increase the maximum number of attendees to 5,000 attendees per day, set attendee age requirement at 18 and over, and expand the camping area, at the annual country music and camping festival on the following described real property, situated in the County of Redwood, State of Minnesota, to wit:

The East Half of the Northwest Quarter (E1/2NW1/4) of Section 21, Township 113 North, Range 36 West, Delhi Township.

A public hearing thereon will be held before the Redwood County Planning Commission at a meeting starting at 1:00 o'clock p.m. on Tuesday, the 25th day of October, 2022, in the Board Room of the Redwood County Government Center, 403 South Mill Street, Redwood Falls, MN 56283.

Pursuant to Redwood County Zoning Ordinance, all property owners of record within five hundred (500) feet of the incorporated areas and/or one-quarter (1/4) of a mile of the affected property or the ten (10) properties nearest to the affected property, whichever would provide notice to the greatest number of landowners in the unincorporated areas, the township in which the affected property is located, and all municipalities within two (2) miles of the property are required to be notified in writing of the time and place of the public hearing.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at Environmental@co.redwood.mn.us, or by mail at *Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283*, and/or attend the public hearing at the time and date set forth in the *Notice of Public Hearing*.

enclosure

Cc: Vicki Friedrichs (w/encl)

Redwood County Government Center - Environmental Department
P.O Box 130 Redwood Falls, MN 56283
(507) 637-4023 redwoodcounty-mn.us Environmental@co.redwood.mn.us



NOTICE OF PUBLIC HEARING

An *Application for Conditional Use Permit* has been filed by Vicki Friedrichs pursuant to Redwood County Code of Ordinances, Title XV, Section 153.142. Ms. Friedrichs is proposing to increase the maximum number of attendees to 5,000 attendees per day, set attendee age requirement at 18 and over, and expand the camping area, at the annual country music and camping festival on the following described real property, situated in the County of Redwood, State of Minnesota, to wit:

The East Half of the Northwest Quarter (E1/2NW1/4) of Section 21, Township 113 North, Range 36 West, Delhi Township.

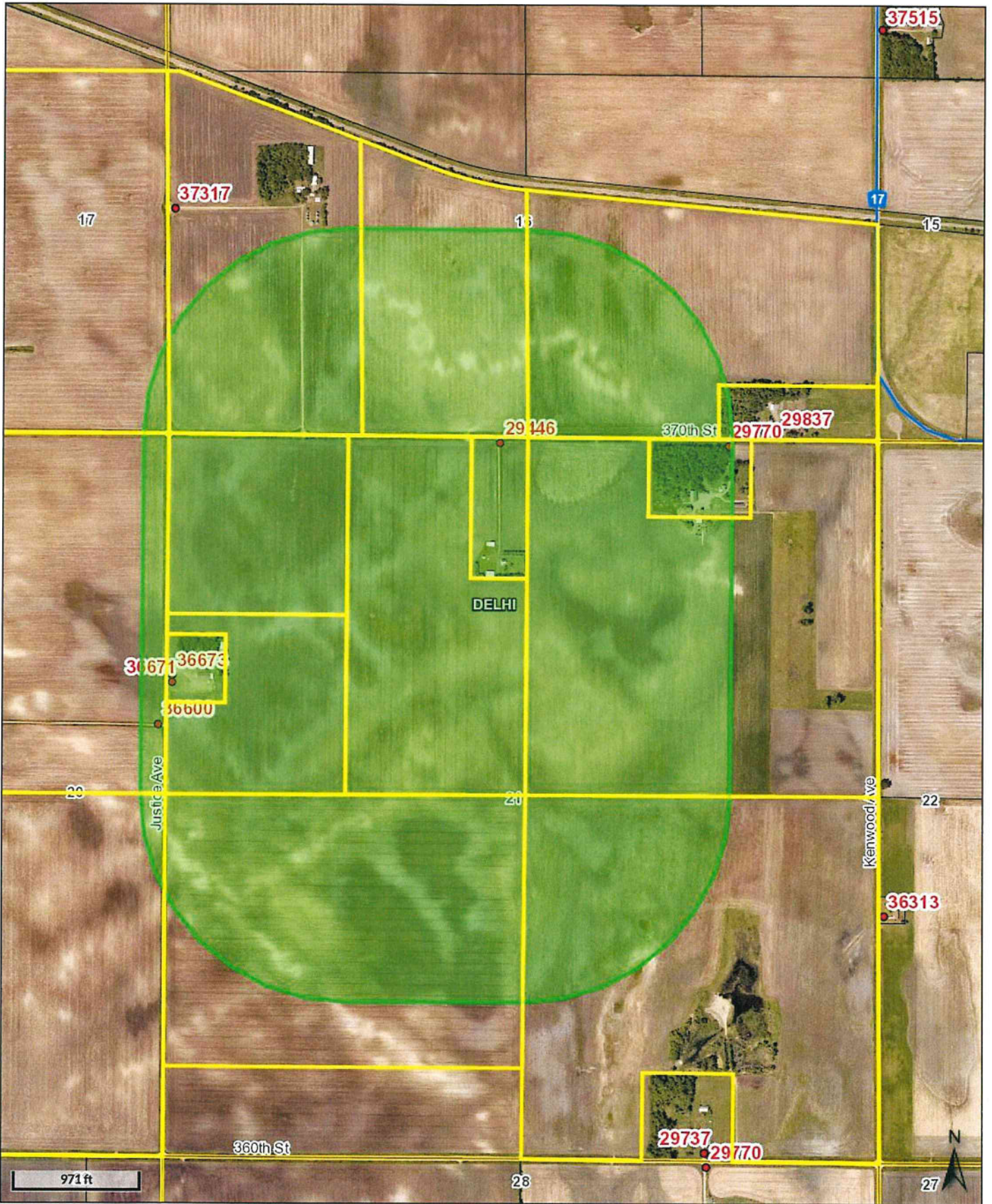
A public hearing thereon will be held before the Redwood County Planning Commission at a meeting starting at 1:00 o'clock p.m. on Tuesday, the 25th day of October, 2022, in the Board Room of the Redwood County Government Center, 403 South Mill Street, Redwood Falls, MN 56283.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at Environmental@co.redwood.mn.us, or in writing at *Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283*.

DATED: October 7, 2022

Nicholas W. Brozek
Land Use and Zoning Supervisor
Redwood County Environmental Office

Mailed notification area
Vicki Friedrichs CUP application



AFFIDAVIT OF SERVICE VIA U.S. MAIL

STATE OF MINNESOTA)
) ss
COUNTY OF REDWOOD)

RE: *Application for Conditional Use Permit* submitted by Vicki Friedrichs, Permit Application No. 12-22

I, Lali Ortega, a person not less than eighteen (18) years of age, being first duly sworn upon oath, hereby state a copy of the following:

- 1. Notice of Public Hearing on *Application for Conditional Use Permit*; and**
- 2. Notice of Public Hearing**

were duly served upon:

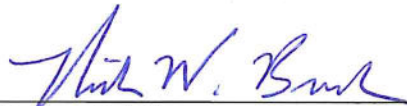
SEE ATTACHED

by enclosing a copy of the same in an envelope, with postage prepaid, and depositing said envelope in a United States Postal Service mailbox located at Redwood Falls, Minnesota on the 12th day of October, 2022.

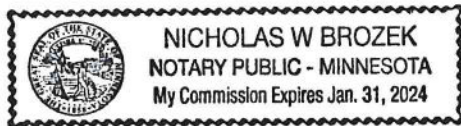


Lali Ortega
Environmental Administrative Assistant

Subscribed and sworn to before me, a Notary Public, on this 12th day of October, 2022, by Lali Ortega.



Notary Public



Parcel ID	NAME	C/O	Address	OWCITY	OWSTAT	OWZIPF
520163030	AMBERG/FAYTH A/ETAL		29322 CO HWY 9	REDWOOD FALLS	MN	56283
520212050	ANDERSON/DALTON H/8		36671 JUSTICE AVE	REDWOOD FALLS	MN	56283
520214040	BREY/STANLEY J & JANET J	MARGARET R	PO BOX 583	BIG LAKE	MN	55309
520211040	BUNTING/DELORES A/ETAL	REVOCABLE TRUSTS	29770 370 ST	REDWOOD FALLS	MN	56283
520164020	BUNTING/DOUGLAS W & LYNN		29837 370 ST	REDWOOD FALLS	MN	56283
520212070	GALSTAD MILLER/BETTY ANNA		1280 S GOULD ST	REDWOOD FALLS	MN	56283-2798
520212040	KRAMER/KERRY L		37317 JUSTICE AVE	REDWOOD FALLS	MN	56283
520164060	MOLDESTAD/WILLIAM H/SR		38870 JUSTICE AVE	REDWOOD FALLS	MN	56283
520213020	SERBUS/NORBERT & CYNTHIA	SORENSEN/MICHAEL A & GAIL V	76064 270 ST	RENVILLE	MN	56284
520164040	THE 214 TRUST	% ERIC A MOLDESTAD	10133 SUMMIT CANYON DR	LAS VEGAS	NV	89144
520212060	GALSTAD FARM LLC		29446 370 ST	REDWOOD FALLS	MN	56283
520174020	SHARON HOLLATZ		501 HANCOCK ST W	STILLWATER	MN	55082-5725
520204080	ROSS & PEGGY DOLEZAL	% CARRIE WERNER, CLERK	35940 CO HWY 6	REDWOOD FALLS	MN	56283
	DELHI TOWNSHIP BOARD OF SUPERVISORS	% CAROL GERMAN, CLERK	36898 CO HWY 6	REDWOOD FALLS	MN	56283
	CITY OF DELHI		685 FRANKLIN AVE	REDWOOD FALLS	MN	56283
520201040	BRUCE & TAMARA BLAINE		36600 JUSTICE AVE	REDWOOD FALLS	MN	56283



REQUEST FOR BOARD ACTION

Requested Board Date:	11/1/22	Originating Dept.:	Environmental
Preferred 2nd Date:			
Discussion Item:		Presenter:	Scott W
Review new additions to Beacon Property owners report.		estimated time needed:	5 minutes
Board Action:	<input type="checkbox"/> Yes, action required	<input checked="" type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Background Information:

Review and provide feedback on additions to the Beacon Property owners report regarding additional tax breakdown specific to each parcel.

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 ****

Owner: Kalsand Farms Corporation
 Property Address :
 Total Assessed Value: \$183,030
 Estimated Yearly Taxes: \$3,827.11

Total Yearly Property Tax

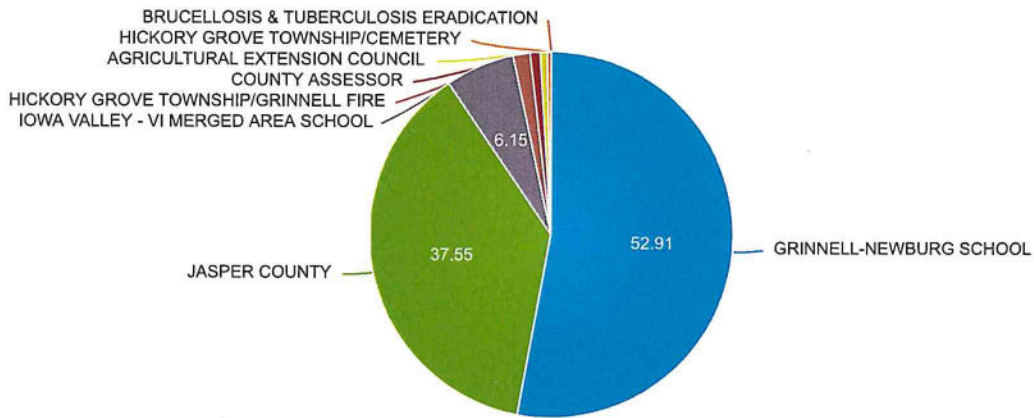
Service	% Total	Per Year	Per Half Year	Per Day
GRINNELL-NEWBURG SCHOOL:	52.91%	\$2,025.02	\$1,012.51	\$5.55
JASPER COUNTY:	37.55%	\$1,436.89	\$718.44	\$3.94
IOWA VALLEY - VI MERGED AREA SCHOOL:	6.15%	\$235.30	\$117.65	\$0.64
HICKORY GROVE TOWNSHIP/GRINNELL FIRE:	1.51%	\$57.92	\$28.96	\$0.16
COUNTY ASSESSOR:	0.89%	\$33.95	\$16.97	\$0.09
AGRICULTURAL EXTENSION COUNCIL:	0.62%	\$23.87	\$11.94	\$0.07
HICKORY GROVE TOWNSHIP/CEMETERY:	0.36%	\$13.79	\$6.89	\$0.04
BRUCELLOSIS & TUBERCULOSIS ERADICATION:	0.01%	\$0.37	\$0.18	\$0.00
Total	100%	\$3,827.11	\$1,913.54	\$10.49

County Government Taxes

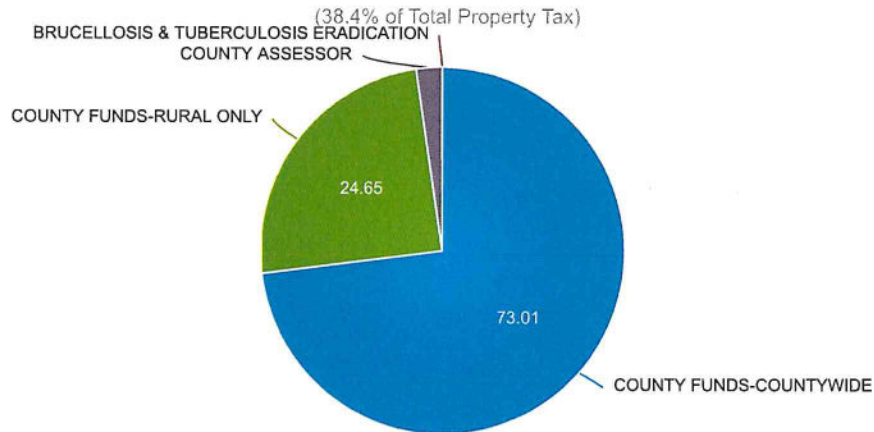
Service	% Total	Per Year	Per Half Year	Per Day
BRUCELLOSIS & TUBERCULOSIS ERADICATION:	0.03%	\$0.37	\$0.18	\$0.00
COUNTY ASSESSOR:	2.31%	\$33.95	\$16.97	\$0.09
COUNTY FUNDS-COUNTYWIDE:	73.02%	\$1,074.20	\$537.10	\$2.94
COUNTY FUNDS-RURAL ONLY:	24.65%	\$362.69	\$181.34	\$0.99
Total	100%	\$1,471.21	\$735.59	\$4.03

*The tax distribution amounts may not be exact.

Total Yearly Property Tax: \$3,827.11



County Government Taxes: \$1,471.21

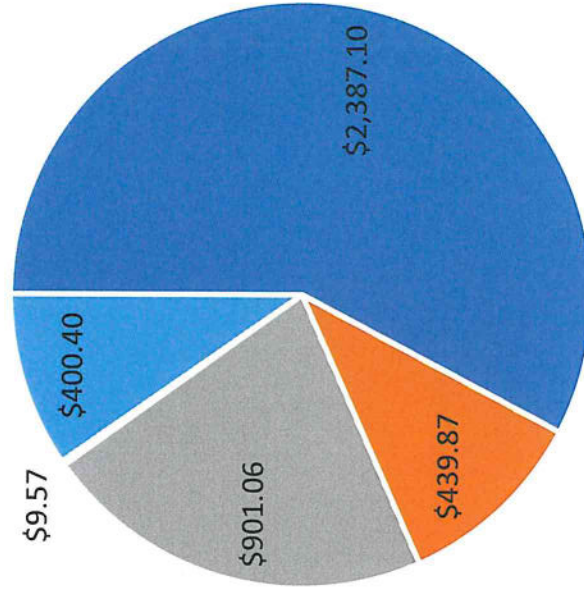


160 acre farm with home

2022 taxes	Amount	Percent	Cost per day
County	\$2,387.10	57.69%	\$6.54
Twp/City	\$439.87	10.63%	\$1.21
School	\$901.06	21.78%	\$2.47
Southwest Regional Development Commission	\$9.57	0.23%	\$0.03
Special Assessment	\$400.40	9.68%	\$1.10
Total	\$4,138.00	100.00%	\$11.34

2022 County Allocation	Amount	Percent	Cost per day
General Government	\$606.34	25.40%	\$1.66
Public Safety	\$228.09	9.56%	\$0.62
Highway and Streets	\$904.47	37.89%	\$2.48
Culture and Recreation	\$13.97	0.59%	\$0.04
Consevation of Natrual Resources	\$203.68	8.53%	\$0.56
Economic Development	\$7.66	0.32%	\$0.02
Sanitation	\$32.23	1.35%	\$0.09
Human Services	\$214.05	8.97%	\$0.59
Health	\$10.63	0.45%	\$0.03
Debt Service	\$165.98	6.95%	\$0.45
Total	\$2,387.10	100.00%	\$6.54

160 acre farm with home



■ County

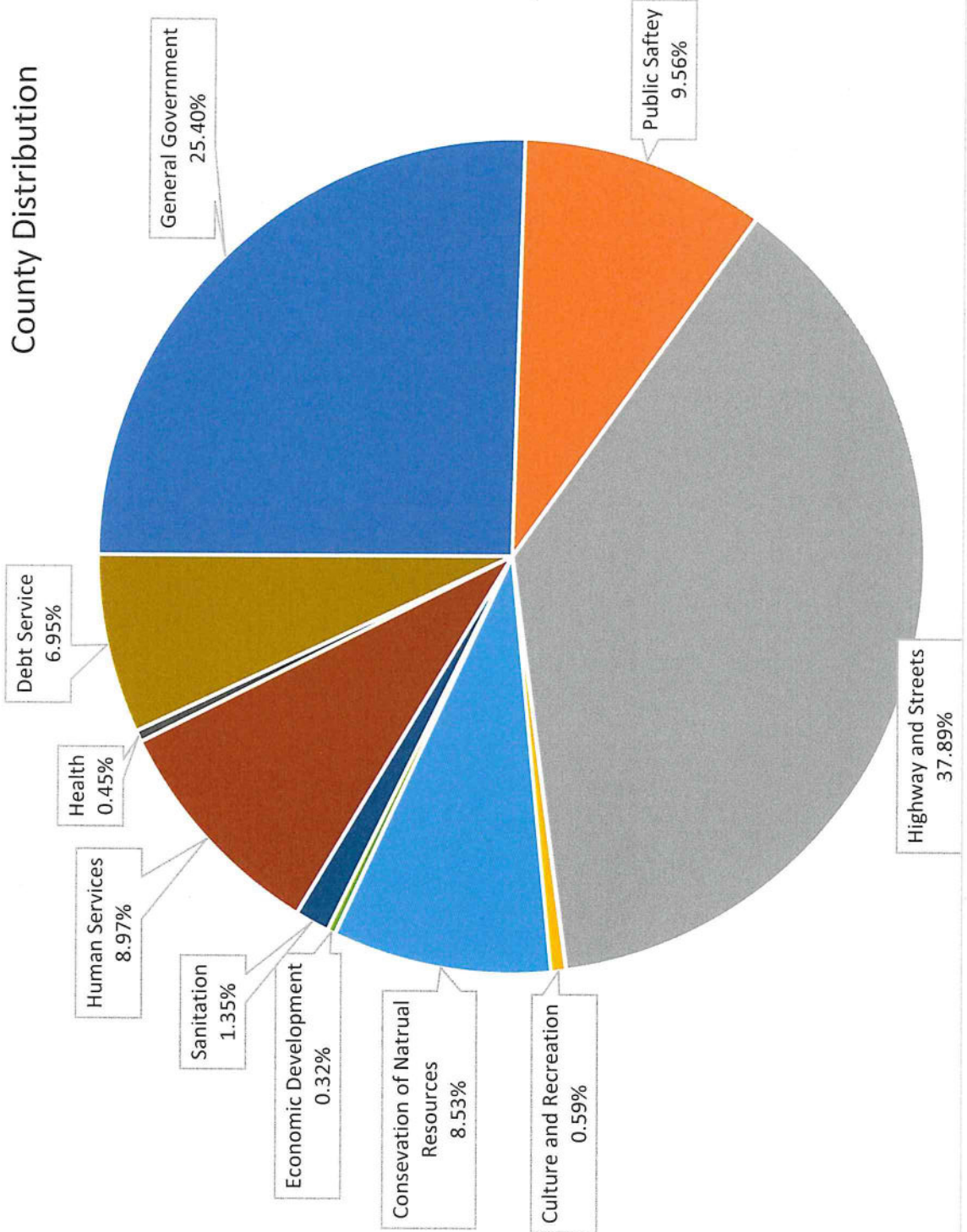
■ Twp/City

■ School

■ Southwest Regional Development Commission

■ Special Assessment

160 acre farm with home County Distribution

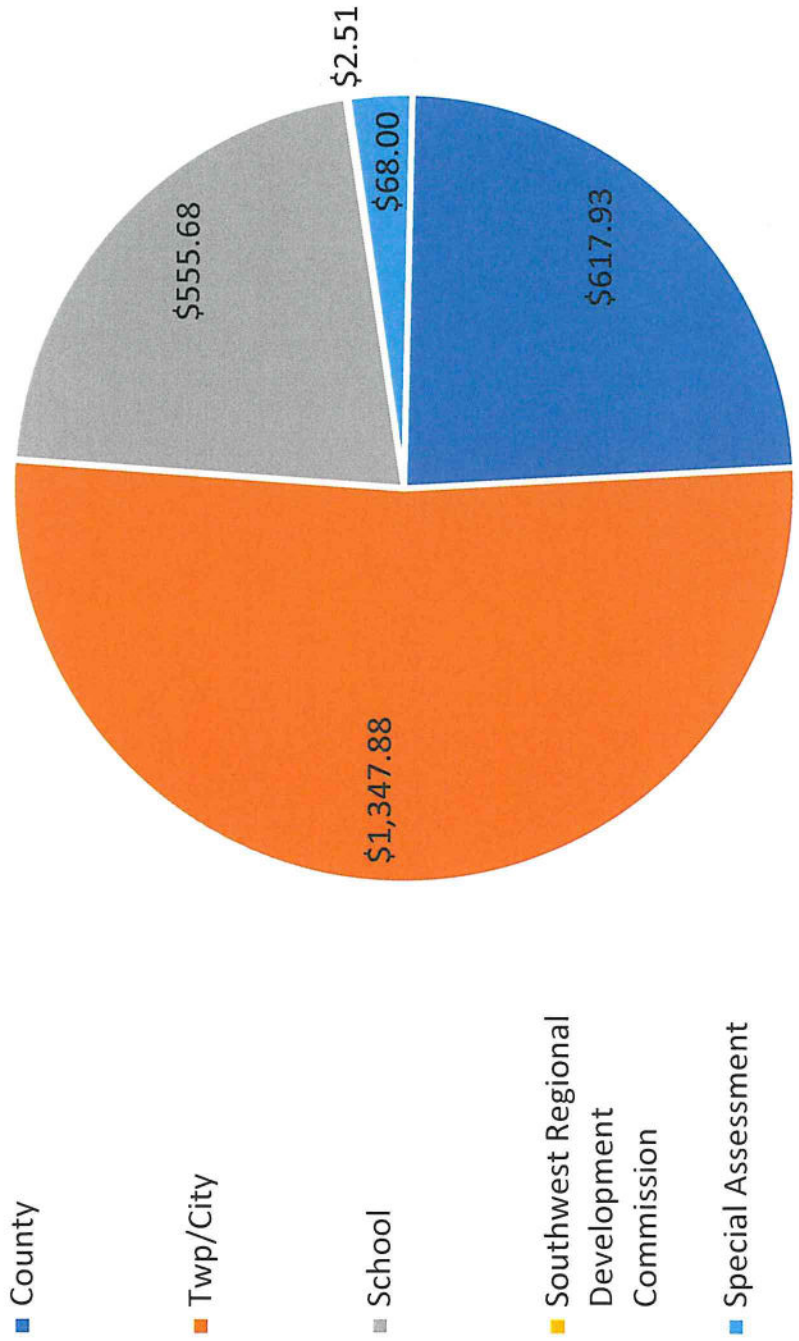


House in Redwood Falls

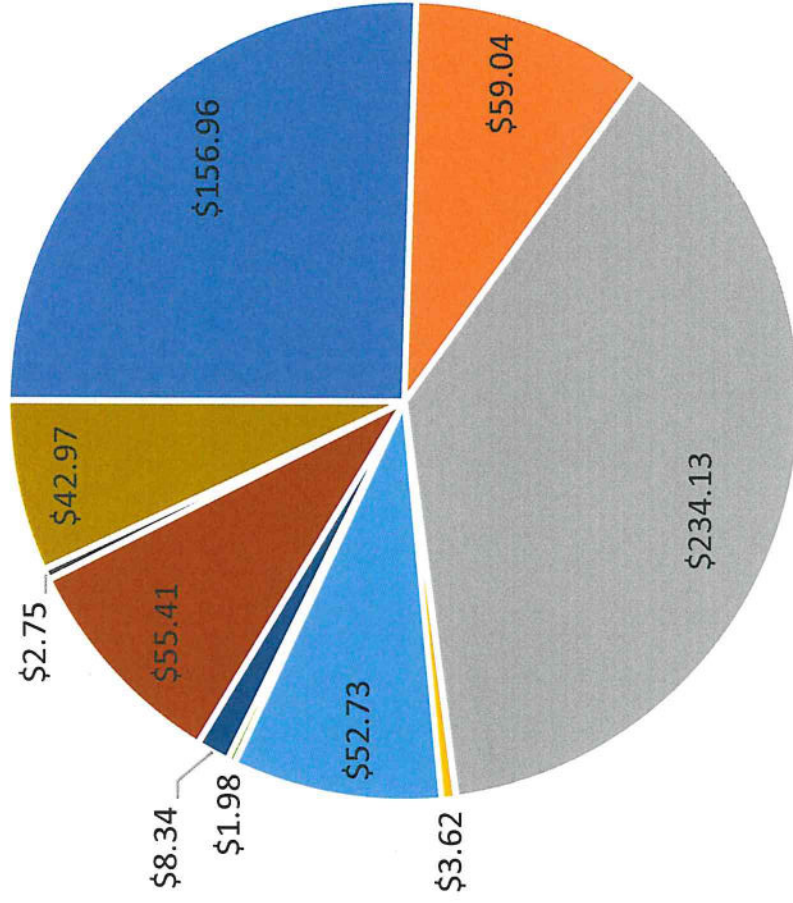
2022 taxes	Amount	Percent	Cost per day
County	\$617.93		\$0.24
Twp/City	\$1,347.88		\$0.52
School	\$555.68		\$0.21
Southwest Regional Development Commission	\$2.51		\$0.00
Special Assessment	\$68.00		\$0.03
Total	\$2,592.00	100.00%	\$7.10

2022 County Allocation	Amount	Percent	Cost per day
General Government	\$156.96	25.40%	\$0.43
Public Safety	\$59.04	9.56%	\$0.16
Highway and Streets	\$234.13	37.89%	\$0.64
Culture and Recreation	\$3.62	0.59%	\$0.01
Consevation of Natrual Resources	\$52.73	8.53%	\$0.14
Economic Development	\$1.98	0.32%	\$0.01
Sanitation	\$8.34	1.35%	\$0.02
Human Services	\$55.41	8.97%	\$0.15
Health	\$2.75	0.45%	\$0.01
Debt Service	\$42.97	6.95%	\$0.12
Total	617.93	100.00%	\$1.69

House in Redwood Falls



House in Redwood Falls County Distribution



■ General Government

■ Public Safety

■ Highway and Streets

■ Culture and Recreation

■ Conservation of Natural Resources

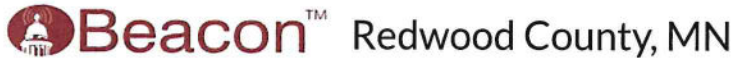
■ Economic Development

■ Sanitation

■ Human Services

■ Health

■ Debt Service



Parcel Summary

Parcel ID 88-323-1240
 Property Address 715 FIFTH ST RWF E
 56283
 Sec/Twp/Rng 0-0-0
 Lot/Block Lot NA /Block 7
 Plat EASTERN ADD S2 B7 S2 B8 & BLKS 9, 10 & 11
 Brief Tax Description LOT 11 & W 20' LOT 12
 (Note: Not to be used on legal documents)
 Deeded Acres 0.00
 CER N/A
 Class RESIDENTIAL\SINGLE UNIT
 Homestead FULL HOMESTEAD
 Twp/City REDWOOD FALLS
 School District Redwood Area

Owner Information

Taxpayer
 Wold/Scott D & Amanda J
 715 E 5th St
 Redwood Falls MN 56283

Joint Owner
 Wold/Amanda J

Redwood Falls MN 56283

Sales Information

Buyer	Seller	Transaction	Sale Descr	Multi Parcel	Purchase Price	Adj Sale Price	Sale Date	Auditor Date	eCRV
WOLD/SCOTT D & AMA	BROWN/TIMOTHY S &	WARRANTY DEED	Good Sale	Single Parcel	\$166,800	\$166,800	6/2017	6/30/2017	681837
BROWN/TIMOTHY S &	PASKEWITZ/RYAN J &	WARRANTY DEED	Good Sale	Single Parcel	\$145,000	\$138,100	5/2014	6/06/2014	0
PASKEWITZ/RYAN J &	FUHR/DANIEL D & SH	WARRANTY DEED	Good Sale	Single Parcel	\$140,000	\$140,000	7/2011	7/29/2011	.
FUHR/DANIEL D/&	AFDEM/DAVID	WARRANTY DEED	Good Sale	Single Parcel	\$110,000	\$110,000	2/2001	3/05/2001	.
AFDEM/DAVID H & JE	ZUCCO/VIOLET H	WARRANTY DEED	Good Sale	Single Parcel	\$112,000	\$112,000	6/1996	7/01/1996	.

Current Valuation

	Market	Taxable
Land	\$14,100	\$14,100
Building	\$187,600	\$187,600
Machine	\$0	\$0
Exemptions		
Exclusions		\$19,087
Total Value	\$201,700	\$182,613

Valuation Taxation

Year	Est Market Value	TC Value	TC Rate	Credits	Abatements	Special Asmts	Net Tax
Payable 2022	\$182,700	1,619	134.86200	0.00	0.00	68.00	\$2,592
Payable 2021	\$168,700	1,466	137.20200	0.00	0.00	68.00	\$2,394
Payable 2020	\$162,100	1,394	152.14400	0.00	0.00	68.00	\$2,500
Payable 2019	\$157,100	1,340	150.84400	0.00	0.00	68.00	\$2,364
Payable 2018	\$146,400	1,223	150.45300	0.00	0.00	68.00	\$2,140

Current Year Taxes

Gross Tax \$2,524.00
 Total Credit \$0.00
 Spec Asmt \$68.00
 Net Tax Due \$2,592.00
 Adjusted Tax \$0.00
 Adjusted S.A. \$0.00
 Adjusted Net Due \$2,592.00
 Total Receipts \$2,592.00
 Remain Due \$0.00



REQUEST FOR BOARD ACTION

Requested Board Date:	November 1, 2022	Originating Dept.:	Commissioners
Preferred 2nd Date:			
Discussion Item:		Presenter:	
Operation Green Light for Veterans		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:

Adopt Resolution declaring Redwood County's participation in Operation Green Light for Veterans

Background Information:

This coming Veterans Day, NACo invites all counties to join Operation Green Light and show support for veterans by lighting our buildings green from November 7 to November 13. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

Supporting Documents: Attached None

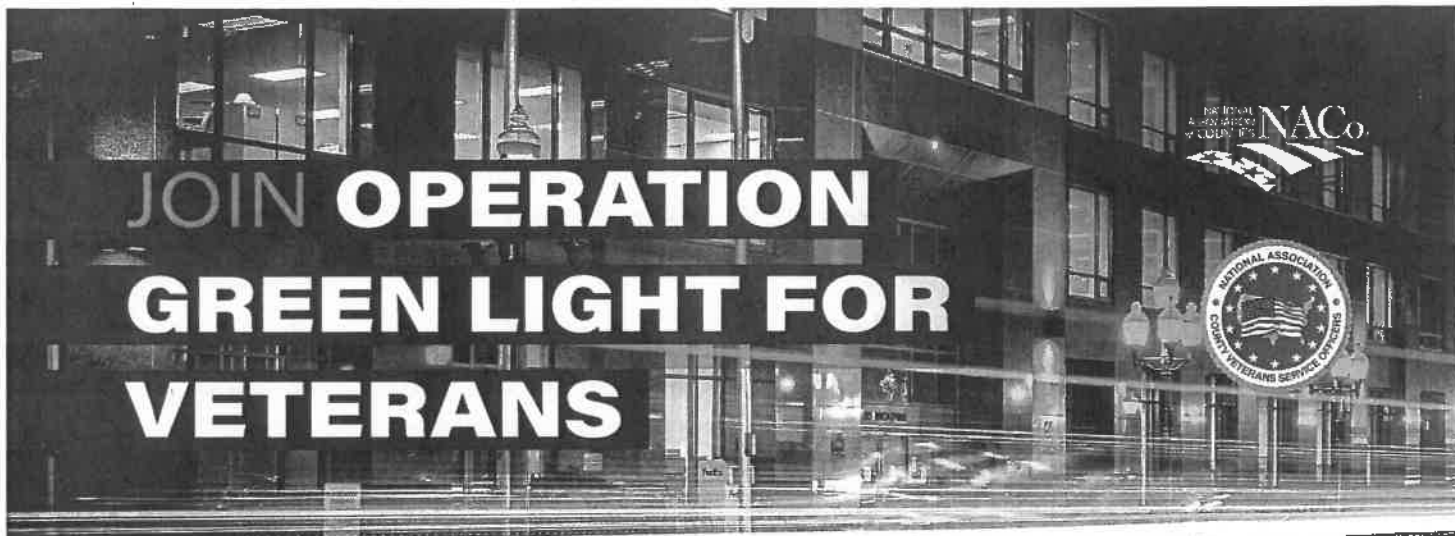
County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Maintenance and Veteran Service office will be working to implement the lighting on our buildings, and a press release will be published to bring awareness to our county residents.

Reviewed by Administrator: Yes No

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



America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes and boroughs to **join Operation Green Light and show support for veterans by lighting our buildings green from November 7 to November 13**. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

HOW TO JOIN

- Visit www.naco.org/operationgreenlight to access the Operation Greenlight for Veterans County Toolkit.
- Use the County Toolkit template to pass a resolution declaring your county's participation in Operation Green Light for Veterans.
- Coordinate with your county Director of Facilities or Building & Grounds to light municipal buildings in green. Options include using projections, flood lights or wrapping existing lights with a clear green membrane.
- Use the templates and social media resources in the County Toolkit to promote the campaign to local press, businesses, county residents and Members of Congress.
- Upload details about your county's participation through the form included in the County Toolkit.
- Individuals, businesses and community partners can also show support by turning on a green light from November 7 to November 13!

Scan the QR code to learn more and access NACo's toolkit for counties



AMAZON IS PROUD TO SUPPORT OPERATION GREEN LIGHT

Amazon values the unique skills and experience that the military community brings and we've pledged to hire 100,000 veterans and military spouses by 2024.

Program Honor: Military Community Outreach

We are committed to making Amazon the most military-friendly company in the world by leveraging our diverse resources and technology to solve critical problems. We focus on supporting disabled veterans, mental health, suicide prevention, military families and urgent needs – like homelessness and food insecurity – around the globe. Visit programhonor.splashthat.com to learn more.

Corporate Leader in Veteran & Military Spouse Retention

Veterans and military spouses in your community can learn more about career opportunities at Amazon by attending a Global Military Affairs webinars where they can engage with recruiters directly. Visit amazonmilitarywebinarseries.splashthat.com to join an upcoming webinar.

World-Class Veteran & Military Spouse Recruiting

We offer veterans the Military Mentoring Program, a network of support and tailored training experiences to assist in their transition from the military, another company or the academic environment. Visit amazon.jobs/military to learn more.



COUNTIES MATTER FOR VETERANS

County Veteran Service Officers (CVSOs) in 29 states are responsible for successfully processing more than \$52 billion in compensation, pension, health care and other benefits for veterans each year.

Counties across the nation operate Veterans Treatment Courts, through which we can connect justice-involved veterans with programs and benefits that can treat underlying mental health and substance abuse conditions.

Counties support veterans' access to stable housing, employment and education and critical mental health services that treat trauma and prevent suicide.

660 NORTH CAPITOL STREET, NW
SUITE 400 • WASHINGTON, D.C. 20001
202.393.6226 • WWW.NACCO.ORG

Scan the QR code to visit Amazon's
military community page



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



Supporting Operation Green Light for Veterans

WHEREAS, the residents of Redwood County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Redwood County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

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

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



WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Redwood County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Redwood County hereby declares from October through Veterans Day, November 11th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Redwood County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Jim Salfer, Chair
Redwood County Board of Commissioners

Date

Vicki Kletscher
Redwood County Administrator

Date

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