

AGENDA
REDWOOD COUNTY BOARD OF COMMISSIONERS

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

TUESDAY DECEMBER 27, 2022
COMMISSIONER'S ROOM, GOVERNMENT CENTER
REDWOOD FALLS, MINNESOTA

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

8:30 a.m.

- Call to Order: Pledge of Allegiance
- Open Forum**
- Review and approve December 27th Meeting Agenda
- Identification of Conflict of Interest
- Review and approve Consent Agenda:
 - December 13th minutes
 - Abstract of Bills

8:30 a.m.

- **ROAD AND BRIDGE**
Anthony Sellner
 - 1) Authorization to Pay Bills (paperwork pending)
 - 2) Township Sign Maintenance and Replacement
 - 3) Township Bridge Safety Inspection Billing
 - 4) Authorization to Advertise for 2023 Highway Projects with Individual Letting Dates to be determined by the County Engineer

9:00 a.m.

- **SOUTHWEST HEALTH AND HUMAN SERVICES**
Carol Biren and Ann Orren
 - 1) Opioid Settlement Discussion

9:20 a.m.

- **ECONOMIC DEVELOPMENT**
Briana Mumme
 - 1) Career Fair Scholarship Request

9:30 a.m.

- **BREAK**

9:45 a.m.

- **MAINTENANCE**
Loren Gewerth
 - 1) G & R Controls Preventative Maintenance Agreement (pending County Attorney approval)

9:50 a.m.

- **COUNTY ATTORNEY**
Jenna Peterson
 - 1) Contract for Prosecution Services with the City of Revere
 - 2) Contract for Prosecution Services for the City of Milroy
 - 3) Minnesota County Attorney's Association Education Fund Donation

10:00 a.m.

➤ **PUBLIC HEARING ON PROPOSED ORDINANCE AMENDMENTS**

10:15 a.m.

➤ **REDWOOD COUNTY DITCH AUTHORITY**

- 1) Set Public Hearing for County Ditch #29 and 30 on February 7, 2023, at 10:00 a.m.
- 2) Redetermination of Benefits on County Ditch #101, J7, J16, County Ditch #100, County Ditch #104 and County Ditch #14 and 14-1.

10:20 a.m.

➤ **TECHNOLOGY**

Paul Parsons

- 1) Cloud Fax Solution

10:30 a.m.

➤ **AUDITOR-TREASURER**

Jean Price

- 1) Election Poll Pad Upgrade

10:40 a.m.

➤ **JOYCE ANDERSON AND JEAN PRICE**

- 1) Elected Official Salary Discussion

10:55 a.m.

➤ **ADMINISTRATOR**

- 1) Resolution Urging Legislature to a Pass New Funding Formula for the County Probation Program
- 2) Authorization for Credit Card for Jesse Jacobson
- 3) Appointment of Jason Jacobson as Redwood County Sheriff
- 4) 2023 Liquor License Renewals: Tracy Country Club
Staples Enterprises DBA Expressway, Sanborn
- 5) 2023 Rudra Convenience Store Tobacco License (pending paperwork approval)
- 6) Solid Waste Hauler Licenses: Clobes Sanitation, Renville-Sibley Sanitation, River View Sanitation, Southwest Sanitation and West Central Sanitation
- 7) Renville County Retention Payment Request
- 8) Resolution Setting Elected Officials' Salaries

Personnel

- 1) *Acknowledge Resignations*
- 2) *Authorization for Leave of Absence*
- 3) *Authorization for Promotion*
- 4) *2023 Drug Testing Contracts for Shelly Koenig and Steve Gramstad (paperwork pending)*

Other Items – No Scheduled Time:

Commissioner Items:

- 1) 2023 Committee Appointments – Review
- 2) MN Rail Authority Letter of Support

ADJOURN

****OPEN FORUM****

OPEN FORUM PROCEDURES

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

REDWOOD COUNTY, MINNESOTA

December 13, 2022

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

Present for all or portions of the meeting were Commissioners Dennis Groebner, Rick Wakefield, Jim Salfer and Dave Forkrud. Also present were Administrator Vicki Kletscher; County Engineer Anthony Sellner; Sheriff Randy Hanson; County Attorney Jenna Peterson; Auditor/Treasurer Jean Price; Planning and Zoning Supervisor Nick Brozek; Technology Coordinator Paul Parsons; Human Resource Coordinator Peter Brown; Maintenance Supervisor Loren Gewerth; Recorder Joyce Anderson and Economic Development Coordinator Briana Mumme. Commissioner Van Hee joined the meeting at 8:55 a.m.

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

On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the 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 Wakefield, second by Groebner, the Board voted unanimously to approve the following:
 - November 29, 2022 minutes.
 - Payment of bills as follows:

General Fund	\$ 61,500.86
Ditch Maintenance Fund	\$ 48,824.79
Soil and Water	\$ 5,937.12
Road and Bridge Fund	\$ 5,484.49
Solid Waste Fund	\$ 540.95

- Bills over \$2,000: Elan Corporate Payment System \$12,846.78; Indeed \$2,500.00; Forum Comm. \$4,059.84; Renville County \$21,500.04; Scott County \$2,280.00; Redwood County Highway Department \$5,307.06; Taft, Stettinius & Hollister \$2,250.00; Mark Behrends \$2,860.00; Schmidt Construction \$44,362.73; Regents of the U of MN \$2,261.88.

SHERIFF

- Reviewed the November jail population.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the Law Enforcement Contract with the City of Wabasso effective January 1, 2023 through December 31, 2023 for 15 hours per week at a rate of \$47/hour.

- Sheriff Hanson notified the Board of the 90-day notice of termination of services with Mend Correctional Care.

ROAD AND BRIDGE

- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve Road and Bridge bills in the amount of \$63,596.84.
- Bills over \$2,000.00: Northern Safety Technology \$6,892.57; Swanston Equipment \$6,720.00; Scott’s Lawn Service \$3,120.00; Widseth, Smith & Nolting \$32,406.03.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve \$94.38 mileage reimbursement and \$25.56 meal reimbursement to Anthony Sellner.
- On motion by Groebner, second by Forkrud, the Board approved final payment for Contract #21-1, SAP 64-601-016, SAP 64-701-022 and SAP 64-701-027 to Central Specialties in the amount of \$200,353.19.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to award Contract #22-12 for SAP 064-613-016 to Knife River in the amount of \$3,864,532.29.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to authorize Board Chair and Administrator to sign Contract #22-12 with Knife River.
- On motion by Wakefield, second by Forkrud, the Board voted unanimously to authorize Board Chair and Administrator to sign MnDOT County Delegated Contract Process Contract.
- On motion by Groebner, second by Wakefield, in a roll-call vote with Groebner, Wakefield, Salfer and Forkrud all voting aye, the Board adopted the following resolution:

**Resolution
Commissioner of Transportation and Redwood County Delegated Contract Process
Agreement**

WHEREAS, Delegated Contract Process (DCP) agreement between the Commissioner of Transportation and Redwood County is necessary to receive federal funds; and

WHEREAS, this agreement covers the roles and responsibilities associated with federal aid funds and allows for MnDOT to act as a local agency’s agent in accepting these funds for construction projects.

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Redwood County to accept as its agent, federal aid funds which may be made available for eligible transportation-related projects; and

NOW, THEREFORE BE IT RESOLVED, the County Board Chair and the County Administrator are hereby authorized and directed for and on behalf of the local agency to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1052040, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Commissioner Van Hee joined the meeting at 8:55 a.m.

SOUTHWEST HEALTH AND HUMAN SERVICES

- The Opioid Settlement discussion was tabled to the December 27, 2022 board meeting.

AUDITOR/TREASURER

- On motion by Van Hee, second by Wakefield, 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, Solid Waste Fund, Health Fund, Debt Service Fund and Insurance Fund, Soil and Water Conservation District Fund.
 - November 2022 Disbursements in the amount of \$12,972,620.75
- Bills exceeding \$2,000: MN Commission of Finance \$325,057.24, \$14,337.15, \$4,302.00; Preferred One \$2,978.05, \$12,331.83, \$34,538.19, \$13,010.36, \$48,394.64, \$10,527.56, \$46,138.58, \$9,663.97; WEX Leap \$8,034.09, \$8,034.09; BCBS \$2,286.00; Well Fargo \$2,000,000.00, \$500,000.00, \$750,000.00, \$500,000.00; Redwood Falls Public Utilities \$3,140.66; MN Dept. of Revenue \$39,974.10; Redwood County License Center \$2,593.19; School District #2754 \$89,651.59; School District #2884 \$104,381.84, 144,737.36; School District #2897 \$355,748.79, \$242,408.94; School District #2898 \$64,554.76, \$62,245.12; School District #2904 \$5,378.21, \$22,389.67; School District #635 \$55,318.47, \$45,833.58; School District #640 \$127,518.55, \$205,068.33; School District #85 \$19,572.66, \$89,611.03; RRRSWA \$36,220.00; SWHHS \$40,100.61, \$1,164,506.16; Advocacy Trust \$2,520.00; Beebout-Bladholm \$9,900.00; Beebout Family Trust \$16,912.50; D. Beebout \$16,912.50; D. Bierbrauer \$2,700.00; Debbaut Trust \$10,875.00; D. Evans \$5,562.00; D. Leach \$7,500.00; Voyant Communications \$2,228.10; Vroman Family Trust \$7,425.00; City of Wabasso \$2,184.42; M. Franta \$2,789.00; R. Werner \$2,158.00; City of Belview \$59,616.05; City of Clements \$30,916.14; City of Delhi \$23,491.40; City of Lamberton \$386,590.97; City of Lucan \$73,135.06; City of Milroy \$94,251.27; City of Morgan \$208,686.60; City of Redwood Falls \$1,414,602.91; City of Revere \$40,891.29; City of Sanborn \$61,027.59; City of Seaforth \$16,588.15; City of Vesta \$85,567.85; City of Wabasso \$267,299.00; City of Walnut Grove \$146,957.95; City of Wanda \$17,394.96; Red Rock Rural Water \$6,541.38; RRRSWA \$276,930.60; School District #2190 \$7,999.57; School District #2754 \$140,517.97; SW Regional Development Commission \$24,315.09; Brookville Twp. \$34,671.27; Charlestown Twp. \$30,100.12; Delhi Twp. \$29,285.01; Gales Twp. \$18,177.57; Granite Rock Twp. 25,744.97; Johnsonville Twp. \$39,052.95; Kintire Twp. \$27,868.56; Lamberton Twp. \$38,112.04; Morgan Twp. \$42,379.75; New Avon Twp. \$37,113.74; North Hero Twp. \$28,297.98; Paxton Twp. \$48,131.50; Redwood Falls Twp. \$44,314.99; Sheridan Twp. \$31,510.77; Springdale Twp. \$32,029.90; Sundown Twp. \$37,544.16; Swede's Forest Twp. \$15,817.94; Three Lakes Twp. \$28,009.31; Underwood Twp. \$31,325.60; Vail Twp. \$27,024.60; Vesta Twp. \$30,797.56; Waterbury Twp. \$23,948.16; Westline Twp. \$23,877.70; Willow Lake Twp. \$36,926.56; Farmward \$6,650.95, \$16,185.35; MR Paving \$487,188.64; R & G Construction \$821,589.90; Midwest Contracting \$105,509.31.
- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve the Auditor/Treasurer pay approved claims through December 30, 2022.
- On motion by Forkrud, second by Groebner, in a roll-call vote with Groebner, Salfer, Wakefield, Forkrud and Van Hee all voting aye, the Board adopted the following resolution:

Resolution Authorizing the Redwood County Auditor-Treasurer To Make Electronic Funds Transfer in 2023

WHEREAS, Minnesota Statute 471.38 Subd. 3. allows a local government to make an electronic funds transfer for the following:

- (1) for a claim for a payment from an imprest payroll bank account or investment of excess money;
- (2) for a payment of tax or aid anticipation certificates;
- (3) for a payment of contributions to pension or retirement fund;
- (4) for vendor payments; and
- (5) for payment of bond principal, bond interest and a fiscal agent service charge from the debt redemption fund.

WHEREAS, Minnesota Statute 471.38 Subd. 3a. authorizes electronic funds transfer to only those local governments that have enacted policy controls.

NOW, THEREFORE, BE IT RESOLVED, That the Redwood County Auditor/Treasurer is authorized to make electronic funds transfer per Minnesota Statute 471.38 Subd. 3.

BE IT FURTHER RESOLVED, that the authority to make electronic funds transfer is further extended to include the Auditor/Treasurer office staff under the supervision of the Auditor/Treasurer and payroll office staff under the supervision of the Administrator as necessary to initiate and complete electronic funds transfers to pay expenditures of and for Redwood County.

BE IT FURTHER RESOLVED, That as part of the policy control procedures, a list of all claims paid which includes electronic funds transfer be presented to the Board at its next regularly scheduled meeting.

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

Resolution Authorizing the Redwood County Auditor-Treasurer To Pay Certain Claims

WHEREAS, Minnesota Statute 375.16 allows the County Board to authorize the County Auditor/Treasurer to pay incidental expenses of the county upon the presentation of a properly itemized and verified bill; and

WHEREAS, Minnesota Statute 375.18 allows delegation by the County Board for paying certain claims to a county administrative official;

NOW, THEREFORE, BE IT RESOLVED, that the County Auditor/Treasurer is authorized to pay incidental expenses per Minnesota Statute 375.16 (such as postage, express, freight, telephone, water, light, and other utility charges);

BE IT FURTHER RESOLVED, that the County Board delegates and authorizes the County Auditor/Treasurer may pay the following types of claims made against the County;

- Payroll activity, including insurance (medical, dental, etc.), all other withholdings, and other taxable expenses
- Insurance costs of retirees
- Insurance claims/costs – medical, pharmacy, administrative services, etc.
- Insurance premiums and deductibles – workers’ comp, property casualty, liability, auto, etc.
- Court-ordered payments, including restitution
- Payments with statutory requirements (such as coroner and sexual assault)
- Expenses related to the jail canteen
- Subpoena/service fees
- Leased vehicle costs
- Monthly support and maintenance (CPT, SWHHS, copier leases, etc.)
- Credit cards and/or other charge cards or accounts with supporting detail for transaction(s) -- to company/business only; not reimbursements to employees for use of a personal card or account
- Expenses that would receive a discount if paid before claims are submitted at the next regularly scheduled meeting would be issued by the County and reasonably expected to be received by the vendor.
- Expenses that would incur a penalty if not paid before claims submitted at the next regularly scheduled meeting would be issued by the County and reasonably expected to be received by the vendor
- Miscellaneous taxes, including property tax and special assessment distributions
- State aid distributions (such as market value credit)
- Refunding overpayments, including tax
- Loans for septic system installations
- Payments to Recorder for document/lien recordings or releases
- Debt payments or other claims with fixed payment schedules (such as clean water partnership loans and capital leases)
- Expenses related to elections
- Payments on board approved contracts or agreements (such as highway projects), including final payments after board approval
- Registrations and dues approved by the department manager
- Reimbursement to employees for travel related expenses (hotel, mileage, parking, overnight meals, etc.) approved by the department manager
- Costs authorized by the County Board but not submitted that meeting as part of Commissioner warrants (such as ditch expenses, Commissioner mileage, and professional and technical services)
- Appropriations authorized by the County Board via the budget
- Pass-through state monies
- To reissue any Commissioner warrant, due to a lost check
- Post office box rental and/or safety deposit box rental

- Transactions authorized by other boards or those boards that have delegated authority for claim payment to the County Auditor/Treasurer (including, but not limited to, Southwest Health and Human Services);

BE IT FURTHER RESOLVED, that on considering the sum charged excessive or for any claims with other possible questions or issues, as determined by the County Auditor/Treasurer, those bills will not be issued but will be presented to the board for action at its next regularly scheduled meeting;

BE IT FURTHER RESOLVED, that the County Auditor/Treasurer will not be held personally liable for payment for any claim falling into the above authorized types the County Board later disagrees with, disapproves of, or questions;

BE IT FURTHER RESOLVED, the above delegation and authority conferred shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to the County Auditor/Treasurer; and

BE IT FURTHER RESOLVED, that as part of internal accounting and administrative control procedures and for informational purposes, a list of all such claims paid be presented to the County Board on a monthly basis.

- On motion by Van Hee, 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 TO ESTABLISH FUND BALANCE POLICY

WHEREAS, the Governmental Accounting Standards Board (GASB) issued GASB #54 Fund Balance Reporting; and

WHEREAS, the statement substantially changes how fund balances are categorized; and

WHEREAS, to provide a financial environment for Redwood County's operations which allows the County to provide quality services to its residents in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time, a policy will serve as the framework upon which consistent operations may be built and sustained;

BE IT THEREFORE RESOLVED, that pursuant to GASB #54, Redwood County is committing fund balance for the following purposes stated below for the year ending 2022, and the dollars used to commit will be used from the current fund balance:

- Encumbrances for contracts entered into at year-end
- RCEDA Revolving Loan - 2008
- Septic System Revolving Loan - 2017
- Retiree Health Insurance
- Sheriff Canteen
- United Community Action Area Transit
- Westlake Properties Loan

BE IT FURTHER RESOLVED, the County Administrator and the County Auditor/Treasurer are hereby authorized and directed to adjust the amounts for each of the committed stated purposes above in regards to the transactions made during the 2022 year and amounts budgeted for the 2023 year; and

BE IT FURTHER RESOLVED, the County Administrator and the County Auditor/Treasurer are hereby authorized and directed to adjust and determine assigned balance amounts.

- On motion by Van Hee, second by Forkrud, the Board voted unanimously to approve the 2022 Election Security Grant Agreement in the amount of \$4,286.94 to be used for election security.
- On motion by Wakefield, second by Forkrud, the Board voted unanimously to authorize the Auditor-Treasurer to transfer funds in the amount of \$7,096.13 and \$787,648.86 from the General Fund to the Drainage Fund until FEMA grants funds are available and to authorize A/T to continue to make temporary transfers if the situation continues to occur.

TECHNOLOGY

- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the hardware purchase in the amount of \$13,085.00 and \$20.00/month fee in order to post board meetings online effective January 2023 or as soon as the equipment arrives.
- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the IBM hardware and software support renewal for the IBM iSeries server in the amount of \$3,800.00.

PLANNING AND ZONING

- An application for an Extraction Interim Use Permit #13-22 filed by L & S Construction on behalf of Darold Coulter on the following described real property, situated in the County of Redwood, State of Minnesota, to wit: NW ¼ of the NE ¼ & the S ½ of the NE ¼ and the NW ¼ of the SE ¼, except tracts, of Section 24, Twp. 109N, Range 37W, Lamberton Township. On motion by Forkrud, second by Groebner, the Board voted unanimously to approve Extraction Interim Use Permit #13-22 with (17) conditions as set forth by the Planning Commission.

ENVIRONMENTAL

- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the Memorandum of Agreement for one watershed one plan efforts for the Cottonwood-Middle MN River Watersheds.
- Chair Salfer appointed Commissioner Wakefield to the Cottonwood-Middle MN One Watershed, One Plan Committee.

REDWOOD COUNTY DITCH AUTHORITY

- At 10:08 a.m. the Board entered into Redwood County Ditch Authority. Present for the meeting was Commissioners Van Hee, Forkrud, Salfer, Groebner and Wakefield, Planning and Zoning Supervisor Nick Brozke and Administrator Kletscher.
- On motion by Groebner, second by Salfer, the Board voted unanimously to set a public hearing on January 17, 2023 at 10:00 a.m. for redetermination of benefits for County Ditch #44, 48, 55, 63, and 65.

- On motion by Groebner, second by Forkrud, the Board voted unanimously to set a public hearing on January 17, 2023 at 10:30 a.m. for redetermination of benefits for County Ditch #66, 74, 88, 94, and 97.
- Chair Wakefield adjourned Redwood County Ditch Authority at 10:11 a.m.

RECONVENE

- The Board reconvened into regular session at 10:11 a.m.

MAINTENANCE

- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the Summit Fire Protection Standard Fire Alarm Agreement for the Justice Center at \$780.00 annually and the Government Services Building installation at \$890.00 with a \$780.00 annual fee.

ADMINISTRATOR

- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve 2023 Liquor License renewal for Grandview Winery.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to set the 2023 Board Meeting Dates.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to adopt the Elected Officials Out of State Travel Policy.
- On motion by Forkrud, second by Salfer, the Board voted unanimously to approve Amendment #3 to the A.C.E. Joint Powers Agreement.

CLOSED SESSION

- The Board entered into Closed Session at 10:28 a.m. per MN Statute 179A.01 to 179A.25 for labor negotiations.
- Closed Session ended at 10:34 a.m.

Personnel

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Work Boot Reimbursement Policy.
- On motion by Forkrud, second by Wakefield, the Board voted unanimously to ratify the Non-License Officer LELS Contract for 2023-2025.
- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve the Personnel Policy 6.07.2 and 6.07.3 Revisions for vacation carry-over from 96 hours to 120 hours and allow employees on a probationary period to use vacation time under extenuating circumstances with prior approval by the HR Director.
- On motion by Van Hee, second by Salfer, the Board voted unanimously to approve the Leave of Absence for Jason Jacobson to fulfill the position of Sheriff effective January 3, 2023.
- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve the Jail Sergeant Job Description with a \$2,500/year stipend.
- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the promotion of Tyson Reynolds from FT Correctional Officer to FT Deputy Sheriff effective 12-26-22 at Step 1 of the Deputy 1 LELS Pay Scale at \$23.46/hour.

- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the 2023-2025 Non-Union and Department Head Salary Schedules.

COMMISSIONER ITEMS

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve a letter of support for the Minnesota Valley Regional Railroad Modernization Project.
- Board consensus to invite legislators to the January 17th board meeting.

COMMISSIONER REPORTS

- The Commissioners reported on meetings they attended:

Wakefield: Emergency Services/Radio Replacement

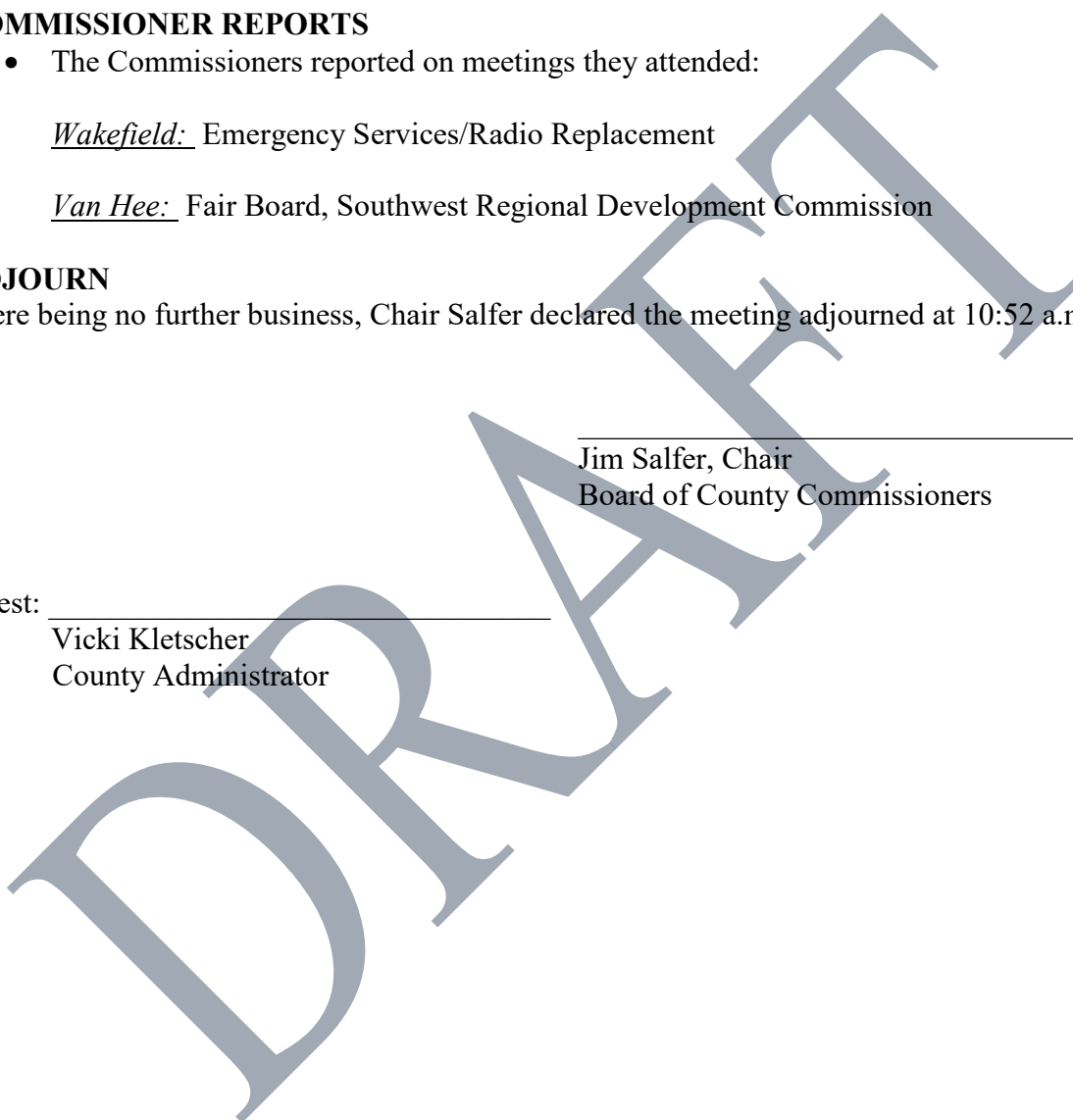
Van Hee: Fair Board, Southwest Regional Development Commission

ADJOURN

There being no further business, Chair Salfer declared the meeting adjourned at 10:52 a.m.

Jim Salfer, Chair
Board of County Commissioners

Attest: _____
Vicki Kletscher
County Administrator



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



RACHELW
12/20/22 2:56PM

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

Page 1

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

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	DEPT			COMMISSIONERS			
3	3402 ASSN OF MN COUNTIES						
	01-002-000-0000-6242		1,600.00	REG @ AMC CON - COMMISH 12/05/2022 12/07/2022	63509-63512	DUES & REGISTRATION FEES	N
	3402 ASSN OF MN COUNTIES		1,600.00	1 Transactions			
27	26510 FORKRUD/DAVID						
	01-002-000-0000-6331		120.00	2022 NOV - MILEAGE 11/01/2022 11/29/2022		MILEAGE	N
	26510 FORKRUD/DAVID		120.00	1 Transactions			
71	80087 SALFER/JIM						
	01-002-000-0000-6331		243.75	2022 OCT&NOV - MILEAGE 10/10/2022 11/30/2022		MILEAGE	N
	80087 SALFER/JIM		243.75	1 Transactions			
83	91122 VANHEE/ROBERT						
	01-002-000-0000-6331		150.00	2022 DEC - MILEAGE 12/04/2022 12/07/2022		MILEAGE	N
	91122 VANHEE/ROBERT		150.00	1 Transactions			
84	92280 WAKEFIELD/RICK						
	01-002-000-0000-6331		66.25	2022 NOV - MILEAGE 11/03/2022 11/30/2022		MILEAGE	Y
	92280 WAKEFIELD/RICK		66.25	1 Transactions			
2	DEPT Total:		2,180.00	COMMISSIONERS	5 Vendors	5 Transactions	
31	DEPT			COUNTY ADMINISTRATION			
17	13055 COLUMN SOFTWARE PBC						
	01-031-000-0000-6230		165.14	11/15 BOARD MINUTES 11/15/2022 11/15/2022	6C6C1177-0026	PRINTING & PUBLISHING	N
	13055 COLUMN SOFTWARE PBC		165.14	1 Transactions			
23	23503 ESTEBO FRANK MUNSHOWER LTD						
	01-031-000-0000-6266		170.00	PROFESSIONAL SERVICE - K 08/04/2022 09/20/2022	JV-22-18	COURT APPOINTED ATTORNEYS	Y
24	01-031-000-0000-6266		190.00	PROFESSIONAL SERVICE - PG 11/22/2022 11/22/2022	JV-22-59	COURT APPOINTED ATTORNEYS	Y

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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
23503	ESTEBO FRANK MUNSHOWER LTD		360.00		2 Transactions		
34	43191 JONES LAW OFFICE 01-031-000-0000-6266		10.00	2022 OCT - RB 10/31/2022	1986066	COURT APPOINTED ATTORNEYS	Y
33	01-031-000-0000-6266		30.00	2022 OCT - RB 10/27/2022	1986067	COURT APPOINTED ATTORNEYS	Y
32	01-031-000-0000-6266		30.00	2022 OCT - MC 10/12/2022	1986068	COURT APPOINTED ATTORNEYS	Y
31	01-031-000-0000-6266		190.00	2022 OCT - BW 10/03/2022	1986069	COURT APPOINTED ATTORNEYS	Y
43191	JONES LAW OFFICE		260.00		4 Transactions		
46	55688 MARTIN LAW FIRM PLLC 01-031-000-0000-6263		2,757.00	LEGAL SERVICES 11/01/2022	1087-01	PERSONNEL & LABOR NEGOTIATIONS	Y
55688	MARTIN LAW FIRM PLLC		2,757.00		1 Transactions		
81	86685 THORNTON, DOLAN, BOWEN, KLECKER & 01-031-000-0000-6266		60.00	PROFESSIONAL SERVICES - SDM 11/28/2022	100004	COURT APPOINTED ATTORNEYS	Y
86685	THORNTON, DOLAN, BOWEN, KLECKER &		60.00		1 Transactions		
31	DEPT Total:		3,602.14	COUNTY ADMINISTRATION	5 Vendors	9 Transactions	
41	DEPT			AUDITOR-TREASURER			
86	2755 AMERICAN SOLUTIONS FOR BUSINESS 01-041-000-0000-6401		3,535.33	2022 TNT NOTICES 12/08/2022	06425843	OFFICE SUPPLIES & EQUIPMENT MAI	N
2755	AMERICAN SOLUTIONS FOR BUSINESS		3,535.33		1 Transactions		
87	13055 COLUMN SOFTWARE PBC 01-041-000-0000-6401		234.67	2ND 1/2 PROPERTY TAX NOTICE 09/20/2022	77A1E109-0002	OFFICE SUPPLIES & EQUIPMENT MAI	N
13055	COLUMN SOFTWARE PBC		234.67		1 Transactions		
90	13235 COUNTIES PROVIDING TECHNOLOGY 01-041-000-2758-6401		120.00	2022 DEC - TAX WEB HOST 12/01/2022	STMT	OFFICE SUPPLIES	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	13235 COUNTIES PROVIDING TECHNOLOGY		120.00		1 Transactions		
94	68450 OPG3 01-041-000-2758-6401	E	1,317.12	2023 LASERFISCHE RENEWAL 01/01/2023 12/31/2023	6226	OFFICE SUPPLIES	N
	68450 OPG3		1,317.12		1 Transactions		
41	DEPT Total:		5,207.12	AUDITOR-TREASURER	4 Vendors	4 Transactions	
42	DEPT			ASSESSOR			
15	11832 CHERRYROAD MEDIA 01-042-000-0000-6401		540.00	PROPERTY APPRAISER JOB POSTING 11/21/2022 11/28/2022	98713	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	N
	11832 CHERRYROAD MEDIA		540.00		1 Transactions		
89	13235 COUNTIES PROVIDING TECHNOLOGY 01-042-000-2758-6401		343.00	2022 DEC - CAMA MONTHLY 12/01/2022 12/31/2022	STMT	OFFICE SUPPLIES	N
	13235 COUNTIES PROVIDING TECHNOLOGY		343.00		1 Transactions		
39	50350 LAMBERTON NEWS 01-042-000-0000-6401		89.00	PROPERTY APPRAISER JOB POSTING 11/22/2022 11/29/2022	25423	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	Y
	50350 LAMBERTON NEWS		89.00		1 Transactions		
45	55652 MARSHALL INDEPENDENT 01-042-000-0000-6401		642.60	PROPERTY APPRAISER JOB POSTING 11/30/2022 11/30/2022	068918	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	N
	55652 MARSHALL INDEPENDENT		642.60		1 Transactions		
97	68450 OPG3 01-042-000-2758-6401	E	1,191.71	2023 LASERFISCHE RENEWAL 01/01/2023 12/31/2023	6226	OFFICE SUPPLIES	N
	68450 OPG3		1,191.71		1 Transactions		
66	999999930 REGION 5 MAAO 01-042-000-0000-6401	E	150.00	2023 MAAO REGION 5 ANNUAL DUES 01/01/2023 12/31/2023	2310	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
999999930	REGION 5 MAAO		150.00		1 Transactions		
73	80537 SCHNEIDER GEOSPATIAL LLC 01-042-000-2758-6401	E	1,248.00	2023 AGLAND MAINT 01/01/2023 12/31/2023	1001203	OFFICE SUPPLIES	N
	80537 SCHNEIDER GEOSPATIAL LLC		1,248.00		1 Transactions		
77	83331 STANDARD-GAZETTE & MESSENGER 01-042-000-0000-6401		291.50	APPRAISER JOB POSTING 11/23/2022 11/30/2022	17774	OFFICE SUPPLIES & EQUIPMENT MAI	Y
	83331 STANDARD-GAZETTE & MESSENGER		291.50		1 Transactions		
42	DEPT Total:		4,495.81	ASSESSOR	8 Vendors	8 Transactions	
61	DEPT			ADMINISTRATOR			
4	3402 ASSN OF MN COUNTIES 01-061-000-0000-6242		800.00	REG @ AMC CON - VK & PB 12/05/2022 12/07/2022	63507.63508	DUES & REGISTRATION FEES	N
	3402 ASSN OF MN COUNTIES		800.00		1 Transactions		
37	47850 KLETSCHER/VICKI 01-061-000-0000-6331		142.50	MILEAGE @ CPT MEETING 11/28/2022 11/28/2022		MILEAGE	N
	47850 KLETSCHER/VICKI		142.50		1 Transactions		
93	68450 OPG3 01-061-000-0000-6401	E	151.73	2023 LASERFISCHE RENEWAL 01/01/2023 12/31/2023	6226	OFFICE SUPPLIES & EQUIPMENT MAI	N
	68450 OPG3		151.73		1 Transactions		
61	DEPT Total:		1,094.23	ADMINISTRATOR	3 Vendors	3 Transactions	
63	DEPT			ELECTIONS			
91	18655 DS SOLUTIONS INC 01-063-821-2718-6291		1,111.00	ONLINE ELECTION JUDGE TRAINING 12/09/2022 12/09/2022	13390	ONLINE EJ COURSE EXPENSES	N
	18655 DS SOLUTIONS INC		1,111.00		1 Transactions		

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Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description	1099		
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name			
63	DEPT Total:			1,111.00	ELECTIONS	1 Vendors	1 Transactions			
64	DEPT				COMPUTER					
	13235	COUNTIES PROVIDING TECHNOLOGY								
88	01-064-000-0000-6264			4,010.00	2022 DEC - DATA PROCESSING	STMT	PROGRAMMING EXPENSES	N		
					12/01/2022	12/31/2022				
	13235	COUNTIES PROVIDING TECHNOLOGY		4,010.00		1 Transactions				
	57230	MN COUNTIES COMPUTER COOPERATIVE								
50	01-064-000-0000-6264		E	7,314.72	2023 IFS SUPPORT JIC DUES	2301141	PROGRAMMING EXPENSES	N		
					01/01/2023	12/31/2023				
	57230	MN COUNTIES COMPUTER COOPERATIVE		7,314.72		1 Transactions				
	58700	MORRIS ELECTRONICS INC								
51	01-064-000-0000-6264			600.00	EXCHANGE SUPPORT	20169897	PROGRAMMING EXPENSES	N		
					11/11/2022	11/11/2022				
	58700	MORRIS ELECTRONICS INC		600.00		1 Transactions				
64	DEPT Total:			11,924.72	COMPUTER	3 Vendors	3 Transactions			
91	DEPT				ATTORNEY					
	68450	OPG3								
98	01-091-000-0000-6420		E	708.12	2023 LASERFISCHE RENEWAL	6226	LEGAL RESOURCES	N		
					01/01/2023	12/31/2023				
	68450	OPG3		708.12		1 Transactions				
91	DEPT Total:			708.12	ATTORNEY	1 Vendors	1 Transactions			
101	DEPT				RECORDER					
	68450	OPG3								
95	01-101-000-2758-6401		E	519.59	2023 LASERFISCHE RENEWAL	6226	OFFICE SUPPLIES & EQUIPMENT MAI	N		
					01/01/2023	12/31/2023				
	68450	OPG3		519.59		1 Transactions				
101	DEPT Total:			519.59	RECORDER	1 Vendors	1 Transactions			
118	DEPT				COURTHOUSE MAINTENANCE					
	76720	AUTO VALUE OF REDWOOD FALLS								

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5	01-118-000-0000-6301		12.99	LED SAFETY FLARE 12/06/2022 12/06/2022	31233637	EQUIPMENT & BUILDING MAINTENAN	N
	76720 AUTO VALUE OF REDWOOD FALLS		12.99	1 Transactions			
16	13037 COLE PAPERS INC 01-118-000-0000-6410		366.12	TP, ICE MELT 12/01/2022 12/07/2022	6576000	FLOOR & CLEANING SUPPLIES	N
	13037 COLE PAPERS INC		366.12	1 Transactions			
19	19180 ECOLAB PEST ELIMINATION DIV 01-118-000-0000-6410		284.85	PEST CONTROL - JC 12/09/2022 12/09/2022	8411273	FLOOR & CLEANING SUPPLIES	N
	19180 ECOLAB PEST ELIMINATION DIV		284.85	1 Transactions			
20	20730 ECOWATER SYSTEMS 01-118-000-0000-6259		29.05	SOFTENER SALT - PH 12/09/2022 12/09/2022	102085	UTILITIES - HS & PHS	N
	20730 ECOWATER SYSTEMS		29.05	1 Transactions			
26	24594 FASTENAL COMPANY 01-118-000-0000-6301		50.78	SAFETY GOGGLES, BATTERIES 12/06/2022 12/06/2022	MNREW96662	EQUIPMENT & BUILDING MAINTENAN	N
	24594 FASTENAL COMPANY		50.78	1 Transactions			
69	79500 RUNNINGS FARM & FLEET 01-118-000-0000-6301		565.75	PAINT SUPPLIES, SHOVELS 11/07/2022 11/29/2022	33880	EQUIPMENT & BUILDING MAINTENAN	N
	79500 RUNNINGS FARM & FLEET		565.75	1 Transactions			
78	83965 SUMMIT FIRE PROTECTION 01-118-000-0000-6301		803.50	FIRE ALARM & EXTING INSP - GC 12/07/2022 12/07/2022	150023119&120	EQUIPMENT & BUILDING MAINTENAN	N
	83965 SUMMIT FIRE PROTECTION		803.50	1 Transactions			
118	DEPT Total:		2,113.04	COURTHOUSE MAINTENANCE	7 Vendors	7 Transactions	
129	DEPT 57921 MACVSO			VETERAN SERVICE OFFICER			
41	01-129-000-2751-6242	E	250.00	2023 MACVSO DUES & CON REG	STMT	DUES & REGISTRATION FEES	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
57921	MACVSO		250.00	01/01/2023 12/31/2023	1 Transactions		
42	55642 MARCO TECHNOLOGIES LLC - MO 01-129-000-0000-6401		49.44	12/20-12/31 KONICA LEASE 12/20/2022 12/31/2022	489412429	OFFICE SUPPLIES & EQUIPMENT MAI	N
43	01-129-000-0000-6401		78.40	01/01-01/20 KONICA LEASE 01/01/2023 01/20/2023	489412429	OFFICE SUPPLIES & EQUIPMENT MAI	N
	55642 MARCO TECHNOLOGIES LLC - MO		127.84		2 Transactions		
129	DEPT Total:		377.84	VETERAN SERVICE OFFICER	2 Vendors	3 Transactions	
201	DEPT			SHERIFF			
6	7150 BILL/JOEL 01-201-000-0000-6179		430.57	SHIRTS, JACKET 12/12/2022 12/12/2022	1 Transactions	CLOTHING ALLOWANCE	N
	7150 BILL/JOEL		430.57		1 Transactions		
8	7605 BORGSTROM/HENRY 01-201-000-0000-6179		516.55	SHIRTS, JACKET 11/02/2022 11/02/2022	1 Transactions	CLOTHING ALLOWANCE	N
	7605 BORGSTROM/HENRY		516.55		1 Transactions		
9	10413 CENTRACARE HEALTH SYSTEM 01-201-000-0000-6355		520.91	INMATE MEDICAL - CJ 12/01/2022 12/01/2022	STMT	BOARDING PRISONER MEDICAL EXPI	6
10	01-201-000-0000-6355		5.81	INMATE MEDICAL - TV 12/01/2022 12/01/2022	STMT	BOARDING PRISONER MEDICAL EXPI	6
11	01-201-000-0000-6355		396.80	INMATE MEDICAL - ABU 12/01/2022 12/01/2022	STMT	BOARDING PRISONER MEDICAL EXPI	6
12	01-201-000-0000-6355		208.76	INMATE MEDICAL - PS 12/01/2022 12/01/2022	STMT	BOARDING PRISONER MEDICAL EXPI	6
13	01-201-000-0000-6355		333.67	INMATE MEDICAL - MS 12/01/2022 12/01/2022	STMT	BOARDING PRISONER MEDICAL EXPI	6
14	01-201-000-0000-6355		218.79	INMATE MEDICAL - DKM 12/14/2022 12/14/2022	STMT	BOARDING PRISONER MEDICAL EXPI	6
	10413 CENTRACARE HEALTH SYSTEM		1,684.74		6 Transactions		
	13846 COUNTY OF SCOTT - JAIL						

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18	01-201-000-0000-6354		3,120.00	INMATE BOARDING 08/10/2022 09/30/2022	28817	BOARDING PRISONERS	N
	13846 COUNTY OF SCOTT - JAIL		3,120.00	1 Transactions			
22	22752 ESSER/ALEX 01-201-000-0000-6179		374.07	VEST CARRIER, POUCHES 11/21/2022 11/21/2022		CLOTHING ALLOWANCE	N
	22752 ESSER/ALEX		374.07	1 Transactions			
25	24500 FALLS AUTOMOTIVE 01-201-000-0000-6343		9.98	WASHER FLUID 12/05/2022 12/05/2022	786579	PATROL CAR LEASE	N
	24500 FALLS AUTOMOTIVE		9.98	1 Transactions			
28	27495 GALLS 01-201-000-0000-6302		100.02	NEW HIRE UNIFORMS - W 12/07/2022 12/07/2022	022810492	POLICE EQUIPMENT MAINTENANCE	N
	27495 GALLS		100.02	1 Transactions			
30	42390 JESSE'S COLLISION & RESTORATION 01-201-000-0000-6343		699.36	WINDSHIELD REPLACEMENT 11/28/2022 11/28/2022	5094	PATROL CAR LEASE	Y
	42390 JESSE'S COLLISION & RESTORATION		699.36	1 Transactions			
38	49090 KUBESH/ISAIAH 01-201-000-0000-6179		159.89	TACTICAL FLASHLIGHT 12/04/2022 12/04/2022		CLOTHING ALLOWANCE	N
	49090 KUBESH/ISAIAH		159.89	1 Transactions			
40	53598 LOWER SIOUX HEALTH CARE CENTER 01-201-000-0000-6355		30.85	INMATE MEDICAL - AP 11/14/2022 11/14/2022	17	BOARDING PRISONER MEDICAL EXPI	Y
	53598 LOWER SIOUX HEALTH CARE CENTER		30.85	1 Transactions			
48	56284 MEND CORRECTIONAL CARE PLLC 01-201-000-0000-6355		4,123.69	2022 DEC - INMATE MEDICAL 12/01/2022 12/31/2022	6929	BOARDING PRISONER MEDICAL EXPI	N
	56284 MEND CORRECTIONAL CARE PLLC		4,123.69	1 Transactions			

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999999930	MHSRC RANGE						
49	01-201-000-0000-6242		490.00	REG @ EVOC TRAINING -IK 12/08/2022 12/08/2022	337900-9754	DUES & REGISTRATION FEES	N
999999930	MHSRC RANGE		490.00	1 Transactions			
63622	NORTHERN SAFETY TECHNOLOGY INC						
53	01-201-000-0000-6302		3,389.88	SQUAD CAR EQUIPMENT - 514 12/07/2022 12/07/2022	54959	POLICE EQUIPMENT MAINTENANCE	N
55	01-201-000-0000-6302		1,326.46	SQUAD CAR EQUIPMENT - 834 12/07/2022 12/07/2022	54960	POLICE EQUIPMENT MAINTENANCE	N
54	01-201-000-0000-6302		1,326.46	SQUAD CAR EQUIPMENT - 110 12/07/2022 12/07/2022	54961	POLICE EQUIPMENT MAINTENANCE	N
57	01-201-000-0000-6302		1,326.46	SQUAD CAR EQUIPMENT - 111 12/07/2022 12/07/2022	54962	POLICE EQUIPMENT MAINTENANCE	N
56	01-201-000-0000-6302		1,326.46	SQUAD CAR EQUIPMENT - 513 12/07/2022 12/07/2022	54963	POLICE EQUIPMENT MAINTENANCE	N
63622	NORTHERN SAFETY TECHNOLOGY INC		8,695.72	5 Transactions			
72370	PITNEY BOWES CORP						
59	01-201-000-0000-6401		8.96	12/16-12/31 POSTAGE METER RENT 12/16/2022 12/31/2022	1022015128	OFFICE SUPPLIES & EQUIPMENT MAI	N
60	01-201-000-0000-6401	E	42.04	01/01-03/15 POSTAGE METER RENT 01/01/2022 03/15/2022	1022015128	OFFICE SUPPLIES & EQUIPMENT MAI	N
72370	PITNEY BOWES CORP		51.00	2 Transactions			
71900	PLUNKETTS PEST CONTROL INC						
61	01-201-000-0000-6301		58.71	PEST CONTROL - LEC 12/08/2022 12/08/2022	7841674	EQUIPMENT & BUILDING MAINTENAN	N
62	01-201-000-0000-6342		71.44	PEST CONTROL - IMPOUND 12/08/2022 12/08/2022	7841675	IMPOUND BUILDING EXPENSES	N
71900	PLUNKETTS PEST CONTROL INC		130.15	2 Transactions			
76758	REDWOOD TIRE SERVICE INC						
64	01-201-000-0000-6343		938.47	TIRES - SQD#10834 12/08/2022 12/08/2022	3030	PATROL CAR LEASE	N
76758	REDWOOD TIRE SERVICE INC		938.47	1 Transactions			
77020	RICKY J'S CAR WASH						
67	01-201-000-0000-6565		10.00	2022 NOV - CAR WASHES	82339	PATROL CAR EXPENSES-OWNED	Y

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77020	RICKY J'S CAR WASH		10.00	11/22/2022 11/22/2022			
				1 Transactions			
74	83302 SOUTHWEST SALES & SERVICE 01-201-000-0000-6343		725.28	TIRES - SQD#11495 12/12/2022 12/12/2022	15681	PATROL CAR LEASE	Y
75	01-201-000-0000-6565		112.57	CHEVY TRAVERSE - OIL CHANGE 12/06/2022 12/06/2022	16052	PATROL CAR EXPENSES-OWNED	Y
76	01-201-000-0000-6343		221.27	FORD EXPLORER - SHIELD REPLACE 12/12/2022 12/12/2022	16286	PATROL CAR LEASE	Y
	83302 SOUTHWEST SALES & SERVICE		1,059.12	3 Transactions			
79	86350 TERSTEEGS HOLIDAY MARKET 01-201-000-0000-6356		8,864.41	2022 NOV - INMATE MEALS 11/01/2022 11/30/2022	427	BOARDING PRISONER MEAL EXPENS	N
80	01-201-000-0000-6401		157.78	RETIREMENT PARTY - RH 11/15/2022 11/15/2022	427	OFFICE SUPPLIES & EQUIPMENT MAI	N
	86350 TERSTEEGS HOLIDAY MARKET		9,022.19	2 Transactions			
82	88475 TRANSUNION RISK AND ALTERNATIVE DA 01-201-000-0000-6404		75.00	2022 NOV - RISK DATA 11/01/2022 11/30/2022	5434242022111	INVESTIGATION EXPENSES	Y
	88475 TRANSUNION RISK AND ALTERNATIVE DA		75.00	1 Transactions			
201	DEPT Total:		31,721.37	SHERIFF	20 Vendors	34 Transactions	
249	DEPT			OTHER PUBLIC SAFETY			
7	7850 BOB BARKER COMPANY INC 01-249-000-2815-6802		31.47	HAIRBRUSHES 12/12/2022 12/12/2022	1846926	CANTEEN EXPENSES	N
	7850 BOB BARKER COMPANY INC		31.47	1 Transactions			
36	45746 KEEFE SUPPLY COMPANY 01-249-000-2815-6802		150.24	CANTEEN SUPPLIES 12/13/2022 12/13/2022	1663652	CANTEEN EXPENSES	Y
	45746 KEEFE SUPPLY COMPANY		150.24	1 Transactions			

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249	DEPT Total:		181.71	OTHER PUBLIC SAFETY	2 Vendors	2 Transactions	
251	DEPT 2930 ANOKA COUNTY CORRECTIONS			PROBATION AND PAROLE			
2	01-251-000-0000-6291		340.00	07/14 DETENTION - SRJ 07/14/2022 07/14/2022	875-1-64-1	DETENTION	N
	2930 ANOKA COUNTY CORRECTIONS		340.00	1 Transactions			
251	DEPT Total:		340.00	PROBATION AND PAROLE	1 Vendors	1 Transactions	
255	DEPT 68450 OPG3			RESTORATIVE JUSTICE			
96	01-255-000-2863-6230	E	151.53	2023 LASERFISCHE RENEWAL 01/01/2023 12/31/2023	6226	PRINTING & PUBLISHING	N
	68450 OPG3		151.53	1 Transactions			
255	DEPT Total:		151.53	RESTORATIVE JUSTICE	1 Vendors	1 Transactions	
270	DEPT 21500 ELECTRIC MOTOR CO			SENTENCE TO SERVE			
21	01-270-000-0000-6565		177.95	VEHICLE BATTERY 12/05/2022 12/05/2022	63210	TRAVEL/VEHICLE	N
	21500 ELECTRIC MOTOR CO		177.95	1 Transactions			
70	79500 RUNNINGS FARM & FLEET		25.48	DRYWALL KIT 12/07/2022 12/07/2022	33325	SUPPLIES & EQUIPMENT	N
	79500 RUNNINGS FARM & FLEET		25.48	1 Transactions			
270	DEPT Total:		203.43	SENTENCE TO SERVE	2 Vendors	2 Transactions	
281	DEPT 71900 PLUNKETTS PEST CONTROL INC			EMERGENCY MANAGEMENT			
63	01-281-000-0000-6291		63.33	PEST CONTROL - EM STORAGE 12/13/2022 12/13/2022	7841673	PROFESSIONAL & TECH SERVICES	N
	71900 PLUNKETTS PEST CONTROL INC		63.33	1 Transactions			

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
281	DEPT Total:		63.33	EMERGENCY MANAGEMENT	1 Vendors	1 Transactions	
601	DEPT			AGRICULTURAL INSPECTION			
34625	HUSEBY/JEFF						
29	01-601-000-0000-6282		90.00	11/29 PLANNING COMMISSION MTG 11/29/2022 11/29/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	34625 HUSEBY/JEFF		90.00		1 Transactions		
45705	KAUFENBERG/MICHAEL						
35	01-601-000-0000-6282		52.50	11/29 PLANNING COMMISSION MTG 11/29/2022 11/29/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	45705 KAUFENBERG/MICHAEL		52.50		1 Transactions		
55362	MADSEN/MARK W						
44	01-601-000-0000-6282		71.88	11/29 PLANNING COMMISSION MTG 11/29/2022 11/29/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	55362 MADSEN/MARK W		71.88		1 Transactions		
68450	OPG3						
92	01-601-000-2758-6401	E	737.12	2023 LASERFISCHE RENEWAL 01/01/2023 12/31/2023	6226	OFFICE SUPPLIES	N
	68450 OPG3		737.12		1 Transactions		
80512	SCHEFFLER/MICHAEL D						
72	01-601-000-0000-6282		78.75	11/29 PLANNING COMMISSION MTG 11/29/2022 11/29/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	80512 SCHEFFLER/MICHAEL D		78.75		1 Transactions		
99100	ZEUG/DEVONNA						
85	01-601-000-0000-6282		86.25	11/29 PLANNING COMMISSION MTG 11/29/2022 11/29/2022		PLANNING/ZONING COMMITTEE EXPI	Y
	99100 ZEUG/DEVONNA		86.25		1 Transactions		
601	DEPT Total:		1,116.50	AGRICULTURAL INSPECTION	6 Vendors	6 Transactions	
602	DEPT			EXTENSION			
55721	MATHIOWETZ/TALANA L						
47	01-602-000-0000-6282		65.00	11/22 EXT MEETING & MILEAGE		COMMITTEE EXPENSE	Y

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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
55721	MATHIOWETZ/TALANA L		65.00	11/22/2022 11/22/2022	1 Transactions		
52	61683 NETZKE/CAROLINE 01-602-000-0000-6282		78.75	11/22 EXT MEETING & MILEAGE 11/22/2022 11/22/2022	1 Transactions	COMMITTEE EXPENSE	Y
58	64205 O'LEARY/LORI 01-602-000-0000-6282		50.00	11/22 EXT MEETING 11/22/2022 11/22/2022	1 Transactions	COMMITTEE EXPENSE	Y
65	76778 REGENTS OF THE UNIVERSITY OF MINNES 01-602-000-0000-6275		24,046.56	2022 OCT -DEC - MOA BILLING 10/01/2022 12/31/2022	0300030808 1 Transactions	CONTRACTED SALARIES	N
602	DEPT Total:		24,240.31	EXTENSION	4 Vendors	4 Transactions	
704	DEPT 311 ACHIEVE TFC LLC			OTHER ECONOMIC DEVELOPMENT			
1	01-704-000-0000-6291		3,186.00	EDA STRATEGIC PLANNING 12/08/2022 12/08/2022	22-213-1.2 1 Transactions	PROFESSIONAL & TECH SERV/CHILD	Y
704	DEPT Total:		3,186.00	OTHER ECONOMIC DEVELOPMENT	1 Vendors	1 Transactions	
1	Fund Total:		94,537.79	GENERAL		97 Transactions	

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
119	DEPT			BUILDINGS AND PLANT			
11570	CHOSEN VALLEY TESTING						
99	10-119-000-2720-6619		986.00	CONCRETE TESTING 12/10/2022 12/10/2022	46585	ADDITION: JUSTICE CENTER	N
	11570 CHOSEN VALLEY TESTING		986.00	1 Transactions			
13000	CLEMENTS LUMBER INC-RF						
100	10-119-000-2720-6619		67.06	MUD FOR TUNNEL 12/01/2022 12/08/2022	04163405.276	ADDITION: JUSTICE CENTER	N
	13000 CLEMENTS LUMBER INC-RF		67.06	1 Transactions			
13081	COMMUNITY ELECTRIC INC						
101	10-119-000-2720-6619		51,673.98	PAY APP #10 12/10/2022 12/10/2022	STMT	ADDITION: JUSTICE CENTER	N
	13081 COMMUNITY ELECTRIC INC		51,673.98	1 Transactions			
13172	CONTEGRITY GROUP INC						
103	10-119-000-2720-6619		4,921.00	CONSTRUCTION MANAGEMENT - JC 12/10/2022 12/10/2022	2022252	ADDITION: JUSTICE CENTER	N
102	10-119-000-2720-6619		12,930.65	GENERAL CONDITIONS - JC 12/10/2022 12/10/2022	2022253	ADDITION: JUSTICE CENTER	N
	13172 CONTEGRITY GROUP INC		17,851.65	2 Transactions			
18802	DUININCK INC						
104	10-119-000-2720-6619		112,184.84	PAY APP #4 12/10/2022 12/10/2022	STMT	ADDITION: JUSTICE CENTER	N
	18802 DUININCK INC		112,184.84	1 Transactions			
20730	ECOWATER SYSTEMS						
105	10-119-000-2720-6619		5.00	COOLER RENTAL 12/10/2022 12/10/2022	CR2104-1-032	ADDITION: JUSTICE CENTER	N
	20730 ECOWATER SYSTEMS		5.00	1 Transactions			
26125	FLOOR TO CEILING						
106	10-119-000-2720-6619		10,199.14	PAY APP #4 12/10/2022 12/10/2022	STMT	ADDITION: JUSTICE CENTER	N
	26125 FLOOR TO CEILING		10,199.14	1 Transactions			
26516	FORD METRO INC						

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
107	10-119-000-2720-6619		19,641.31	PAY APP FINAL 12/10/2022 12/10/2022	STMT	ADDITION: JUSTICE CENTER	N
	26516 FORD METRO INC		19,641.31	1 Transactions			
108	46330 KENDELL DOORS & HARDWARE 10-119-000-2720-6619		6,457.44	PAY APP FINAL 12/10/2022 12/10/2022	STMT	ADDITION: JUSTICE CENTER	N
	46330 KENDELL DOORS & HARDWARE		6,457.44	1 Transactions			
109	76150 REDWOOD BUILDING CENTER INC 10-119-000-2720-6619		11.99	RUSTOLEUM PAINT 12/10/2022 12/10/2022	2211-021433	ADDITION: JUSTICE CENTER	N
	76150 REDWOOD BUILDING CENTER INC		11.99	1 Transactions			
110	83297 SOUTHWEST SANITATION INC 10-119-000-2720-6619		660.89	DISPOSAL SERVICE 12/10/2022 12/10/2022	64261	ADDITION: JUSTICE CENTER	N
	83297 SOUTHWEST SANITATION INC		660.89	1 Transactions			
111	91436 VICK CONSTRUCTION 10-119-000-0000-6899		2,191.50	EXTERIOR REPAIRS - PH 11/20/2022 11/20/2022	STMT	MISCELLANEOUS	Y
	91436 VICK CONSTRUCTION		2,191.50	1 Transactions			
112	91486 VOSIKA PORTABLE TOILET SERVICES 10-119-000-2720-6619		2,030.00	PORTABLE TOILET RENTAL 12/10/2022 12/10/2022	15863	ADDITION: JUSTICE CENTER	Y
	91486 VOSIKA PORTABLE TOILET SERVICES		2,030.00	1 Transactions			
119	DEPT Total:		223,960.80	BUILDINGS AND PLANT	13 Vendors	14 Transactions	
10	Fund Total:		223,960.80	BUILDING FUND		14 Transactions	

RACHELW
12/20/22 2:56PM

*** Redwood County ***



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

22 SOLID WASTE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
391	DEPT 26510 FORKRUD/DAVID			SOLID WASTE			
114	22-391-000-0000-6331		20.00	2022 NOV - MILEAGE 11/08/2022		MILEAGE	N
	26510 FORKRUD/DAVID		20.00		1 Transactions		
391	DEPT Total:		20.00	SOLID WASTE	1 Vendors	1 Transactions	
22	Fund Total:		20.00	SOLID WASTE		1 Transactions	

RACHELW
12/20/22 2:56PM

*** Redwood County ***



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

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
78023	RIVER BEND THERAPEUTIC MASSAGE LLC						
68	73-801-000-0000-6178		300.00	CHAIR MASSAGES 11/22/2022	STMT 11/22/2022	EMPLOYEE WELLNESS	Y
78023	RIVER BEND THERAPEUTIC MASSAGE LLC		300.00		1 Transactions		
801	DEPT Total:		300.00	NON-DEPARTMENTAL	1 Vendors	1 Transactions	
73	Fund Total:		300.00	INSURANCE		1 Transactions	

RACHELW
 12/20/22 2:56PM
 85 SOIL & WATER CONSERVA

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



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
620	DEPT			SOIL AND WATER CONSERVATION DIST			
999999930	ZIMMERMAN/JULIE						
113	85-620-990-0000-6802		305.53	WELL SEALING 12/08/2022 12/08/2022	STMT	WATER MANAGEMENT PLAN EXPENS N	
999999930	ZIMMERMAN/JULIE		305.53		1 Transactions		
620	DEPT Total:		305.53	SOIL AND WATER CONSERVATION DIST	1 Vendors		1 Transactions
85	Fund Total:		305.53	SOIL & WATER CONSERVATION			1 Transactions
	Final Total:		319,124.12	94 Vendors	114 Transactions		

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



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	94,537.79	GENERAL
10	223,960.80	BUILDING FUND
22	20.00	SOLID WASTE
73	300.00	INSURANCE
85	305.53	SOIL & WATER CONSERVATION
All Funds	319,124.12	Total

Approved by,
.....
.....

ROAD & BRIDGE AGENDA

December 27, 2022

1. Approve Bills (paperwork pending)
2. Approve township sign responsibility
3. Approve annual bridge inspection fees beginning 2024
4. Authorization to advertise for 2023 projects

Other Discussion Items:

- *



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/2022	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 bills presented

Background Information:

Bills will be brought to the meeting on 12-27-22

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Township Signs		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:

Inventory, maintenance and replacement of township signs continue to be a responsibility of each township.

Background Information:

In Redwood County there are 5,800 County Road and County State Aid signs, 4,500 township signs, and 1,500 City owned signs. The Highway Sign Specialist is responsible for the County's signs, striping on the County's paved roads, calcium chloride applications to gravel roads, and traffic control, striping and signing plans on the County's construction projects.

See attached memo sent to each township on November 19, 2020.

The Redwood County Highway Department will continue to offer emergency sign support to townships as needed and called upon by the townships, such as replacing knocked over stop signs and bridge load postings. This support will be at the County's billable truck and employee rate and mileage. After installation, townships are responsible for inventory, maintenance and future replacement.

Townships can contact the attached list of vendors and suppliers for regular replacement needs.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

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

November 19, 2020

Redwood County Township Officers

Re: Township Road Signs

Dear Town Officer:

We received an inquiry from a Redwood County Township Officer regarding responsibilities for Township signs. I thought all the townships may all be interested in this question and so am responding to all of you.

The Township signs are the responsibility of each township, just as the town roads and bridges are. The signs are an important part of the town road system.

In the late 1980's, there was a Federal sign program providing funds to inventory and install new township signs. The Federal program required the Counties act as agent for the townships and contract for this work. Redwood County acted as agent as a service to the Townships, similar to how the County acts as agent to the townships for bridge safety inspection and bridge construction.

In short – the inventory, maintenance and replacement of signs on Town Roads is a township responsibility. We do assist with sale of signs to townships and advice as requested.

On another note – it has been an honor and pleasure to serve as the Interim County Engineer during the military deployment of Anthony Sellner, P.E., your appointed County Engineer. Anthony will be returning on November 30, 2020.

Sincerely,

Alan Forsberg, P.E.

Cf: County Commissioners

Vicki K

Jamie L; jeff B; Matt G

y:\al_f\town signs jurisdiction.docx

SIGN CONTRACTORS

Installers / Rentals

All State Traffic Control

320-685-9911

Allstatetrafficmn.com

Warning Lites

612-521-4220 / 800-766-5483

Warninglitesmn.com

ID Sign Solutions

John Peterson

952-201-1906

ldsignsolutions.com

Sign Sales

Newman Signs

701-252-1970

Newmansigns.com

M-R Sign Co. Inc.

218-736-5681

Mrsigncompany.com

Guardrail Sales/Install

HR Construction

13349 Co. Rd. 35

Dalton, MN 56324

218-589-8707



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Bill Townships for Annual Bridge Safety Inspections beginning in 2024		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:

Bill Townships for annual bridge safety inspections beginning in 2024 at a rate of \$350 per inspection completed (including culverts classified as bridges), and increase rates \$17 per year for every year afterward.

Background Information:

Annual Bridge Safety Inspections include the following:

- An inspector must first attend a 2 Week Initial Bridge Safety Inspection Training and after five years of job shadowing can take the Field Examination to become a inspection lead, followed by yearly bridge refresher training.
- Print and review bridge data before field inspection.
- Conduct bridge site visit and inspection, including field notes and photo documentation.
- Complete data entry into FHWA Bridge SIMS database and maintenance recommendations.
- County Engineer reviews field inspection notes and photographs and signs safety inspection as Program Administrator.
- County Engineer coordinates load ratings with consultants and MnDOT for bridges showing deterioration.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/2022	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Authorization to advertise for 2023 and 2024 projects.		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorization to advertise for 2023 Highway Department projects with individual letting dates to be determined by the County Engineer.

Background Information:

Additional 2023/2024 construction projects that the Highway Department is requesting authorization to advertise for, if funding is secured, are shown in the attached document and map. This would also include the 2023 bituminous road repair materials quotes.

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, MN

Bridge Replacements

● = 2023 Location ● = Pending Design and/or Funding

1. Br. 93246 CR 52 (May-Jun 2023)
2. Br. 89893 CR 68 (May-Jun 2023)
3. Br. L9887 Sherman 305th St. (Apr-Jun 2023)
4. Br. L8554 Waterbury Impala Ave (Apr-Sep 2023)
5. Br. L6863 Brookville 190th St (Apr-Sep 2023)

Pending Design and/or Funding:

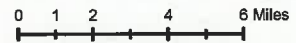
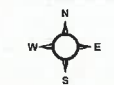
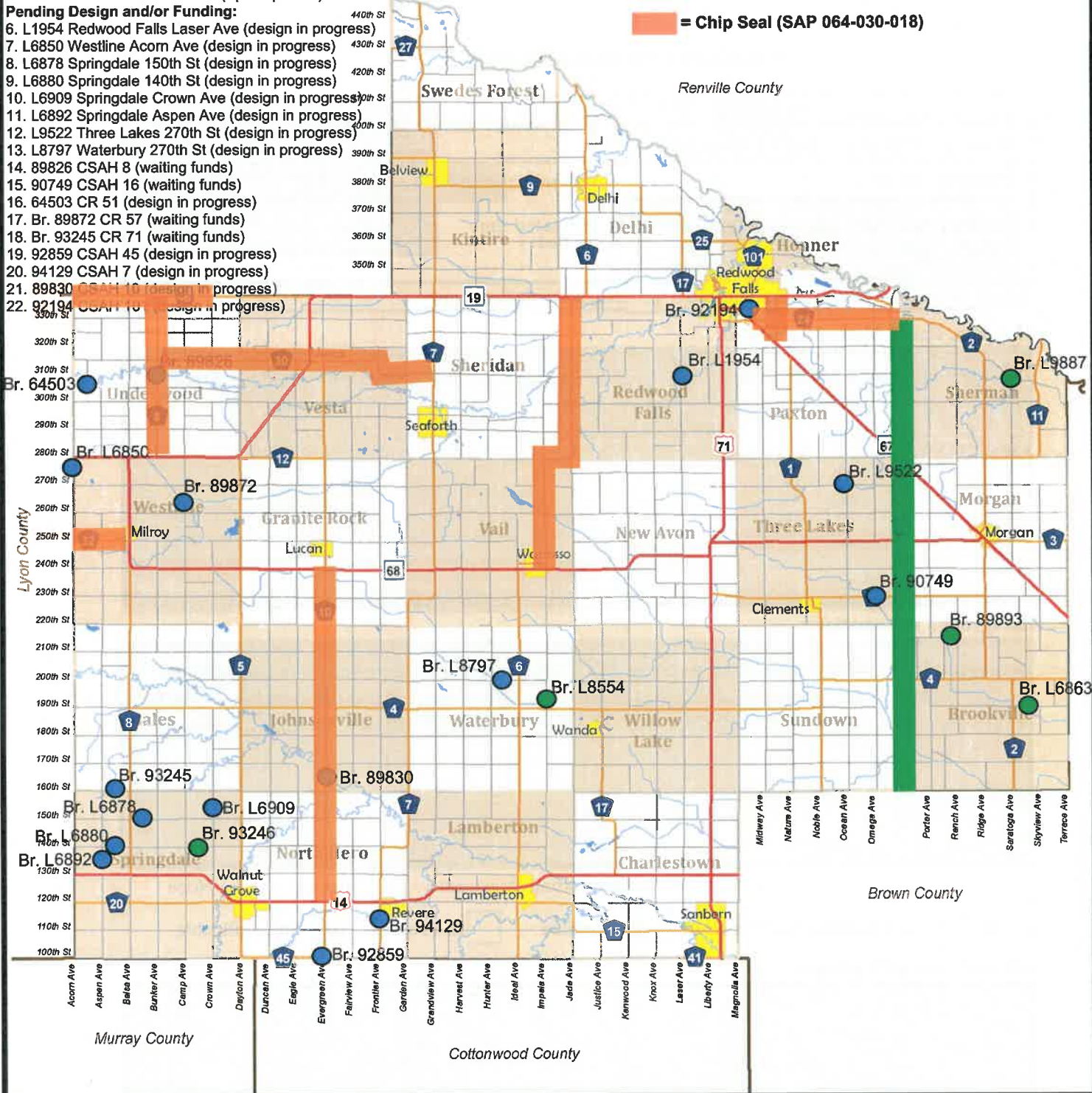
6. L1954 Redwood Falls Laser Ave (design in progress)
7. L6850 Westline Acorn Ave (design in progress)
8. L6878 Springdale 150th St (design in progress)
9. L6880 Springdale 140th St (design in progress)
10. L6909 Springdale Crown Ave (design in progress)
11. L6892 Springdale Aspen Ave (design in progress)
12. L9522 Three Lakes 270th St (design in progress)
13. L8797 Waterbury 270th St (design in progress)
14. 89826 CSAH 8 (waiting funds)
15. 90749 CSAH 16 (waiting funds)
16. 64503 CR 51 (design in progress)
17. Br. 89872 CR 57 (waiting funds)
18. Br. 93245 CR 71 (waiting funds)
19. 92859 CSAH 45 (design in progress)
20. 94129 CSAH 7 (design in progress)
21. 89830 CSAH 10 (design in progress)
22. 92194 CSAH 10 (design in progress)

2023 Roadway Project Locations

■ = Bituminous Rehabilitation/Overlay

1. CSAH 13: S. Co Line to CSAH 2 (2023)

■ = Chip Seal (SAP 064-030-018)



Roads	Boundaries	Water
— Federal and State	■ Cities	■ Lakes
— County State Aid	■ Townships	— Rivers
— All other County and Township	■ Counties	

Created by Redwood County GIS Specialist 1/24/2017 using data created by Redwood County. This map is for informational purposes only. Redwood County is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

L1954 Redwood Falls Twshp Laser Ave (Closed)	Box	SAP 064-599-134
L6850 Westline Twshp Acorn Ave (Closed)	Box	SAP 064-599-130
L6878 Springdale Twshp 150th St (Posted 7-12-12)	TBD	SAP 064-599-125
L6880 Springdale Twshp 140th St (Posted 12-22-22)	TBD	SAP 064-599-124
L6909 Springdale Twshp Crown Ave (Posted 28-40-40)	TBD	SAP 064-599-126
L6892 Springdale Twshp Aspen Ave. (Posted 27-40-40)	TBD	SAP 064-599-127
L9522 Three Lakes Twshp 270th (Posted 12-20-20)	Box	SAP 064-599-129
L8797 Waterbury Twshp 200th St	TBD	SAP 064-599-128
89826 CSAH 8 (Ex. Br.) (Posted 22-40-40)	Slab Br.	SAP 064-608-030
90749 CSAH 16 (Posted 10-18-18)	Box	SAP 064-616-017
64503 CR 51 (Closed)	Beam Br.	SAP 064-598-032
89872 CR 57	Box	SAP 064-598-031
93245 CR 71	D. Box	SAP 064-598-030
92859 CSAH 45	Box	SAP 064-645-007
94129 CSAH 7	Box	SAP 064-607-049
89830 CSAH 10	Beam Br.	SAP 064-610-032
92194 CSAH 101	Box	SAP 064-701-025
Chip Seal Project		SAP 064-030-018

Minnesota Opioid Settlement-Redwood County

On August 20, 2021, the Minnesota Attorney General's Office joined the historic \$26 billion multi-state settlement agreements with pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Johnson & Johnson. This settlement will bring more than \$300 million to Minnesota counties and cities with an anticipated spending start date of August 1, 2022. For more detailed background on the multi-district litigation (MDL), visit the Minnesota Attorney General's Office – [Fighting the Opioid Epidemic](#)

Minnesota opioid related data can be found on [Minnesota Department of Health's opioid dashboard](#). The dashboard contains detailed information on overdose deaths, opioid-related hospital visits, the number of opioid prescriptions dispensed, the prevalence of substance use disorder, and more.

Johns Hopkins Bloomberg School of Public Health – endorsed by nearly 50 major organizations - created the [Guiding Principles](#) to ensure proper spending of opioid litigation funds;

- **Principle 1** - Spend the money to save lives.
- **Principle 2** - Use evidence to guide spending.
- **Principle 3** - Invest in youth prevention.
- **Principle 4** - Focus on racial equity.
- **Principle 5** - Develop a fair and transparent process for deciding where to spend the funding.

Redwood County's expected portion of the settlement is \$623,820.61.

Payments will be made directly to Minnesota Cities and Counties. Distributor funds will include payments over 18 years and J&J payments over 9 years.

- 75% of Minnesota's funds will be paid directly to counties (and some cities).
- 25% will be paid to the state. After certain appropriations are made, approximately 50% of the funds are distributed to social service agencies to provide child protection services to children and families who are affected by addiction.

According to the [Minnesota Opioids State-Subdivision Memorandum of Agreement \(MOA\)](#), Public Health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will;

- Convene multi-sector meetings
- Lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans
- Foster community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety.
- Consult with municipalities located within their county
- Collaborate with law enforcement agencies



REQUEST FOR BOARD ACTION

Requested Board Date: 12/27/2022	Originating Dept.: EDA
Preferred 2nd Date:	
Discussion Item:	Presenter: Briana Mumme
Career Fair scholarships for participating businesses	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 make available no more than 5 - \$50 scholarships to businesses which demonstrate a need to participate in the West Central Minnesota Virtual Career Fair on January 18, 2023.

Background Information:

The Kandiyohi County and City of Willmar EDC is hosting a West Central Minnesota Virtual Career Fair. Redwood and Renville County EDA's are serving as a sponsor for the event. This will be the second time the event is being offered, and the second time the EDA is participating. Job seekers can register for the fair and virtually visit the various booths and connect with businesses to learn about their organization and available jobs. There is no cost for folks to participate. Businesses can register as an organization for the fair and set up a virtual booth, view resumes, conduct interviews and connect with job seekers. There is a \$50 cost for businesses to participate. The EDA would like to offer scholarships to organizations who would like to participate, but are unable to cover the registration cost. Businesses will be required to contact Briana to discuss the situation and an assessment will be made at that time to determine if funding is a barrier. The EDA will be invoiced from the Kandiyohi EDC for any scholarships following the fair.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/22	Originating Dept.:	Maintenance
Preferred 2nd Date:	1/3/22		
Discussion Item:		Presenter:	Loren Gewerth
Extend the PMA with G&R controls		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve to extend the Preventative Maintenance Agreement contract with G&R controls for a period of 1 year.

Background Information:

The current Justice Center Building controls is under warranty for one year. Extending the agreement will allow us to get the issues worked out of the system and additional training. Next year we will seek competitive bids for the PMA for a 5 year term.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty text 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
 403 S. Mill Street
 Redwood Falls, MN

To Whom It May Concern,

G & R Controls is proposing a one year extension of the existing Preventive Maintenance Agreement with Redwood County. This agreement would remain in effect from January 1, 2023 – December 31, 2023 for the previously agreed upon annual amount of \$29,417.00.

The agreement is based on the utilization of 288 hours, including travel time and mileage. Additional labor hours requested after depletion of the 288 hours of this agreement will be provided at a 20% discount of current published labor rates and current mileage rate.

The agreement will go into effect upon mutual agreement from G & R Controls and Redwood County below.

Respectfully,

Submitted by:
 G & R Controls, Inc.
 Tracy Kerkhove
 Service Sales Manager

Accepted by:
 Redwood County

Name: _____
 Title: _____

 12/8/22

 Signature Date

 Signature Date



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/2022	Originating Dept.:	County Attorney
Preferred 2nd Date:			
Discussion Item:		Presenter:	Jenna
City of Revere Prosecution Services Contract		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Requesting approval of prosecution contract for next 4 years.

Background Information:

[Empty text box for background information]

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty text box for administrators comments]

Reviewed by Administrator: Yes No

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

**Contract for Prosecution Services
Between the City of Revere and
Redwood County**

Whereas, the City of Revere (“City”) desires to contract with the Redwood County Attorney’s Office (“Contractor” or “County”) to provide prosecution services under the following terms and conditions:

Scope of Services Required

Criminal prosecution services include, but are not limited to, all petty misdemeanors, misdemeanor, gross misdemeanor violations of Minn. Stat. Chapter 169A, 171, 169 and any violation of city ordinance, rule or regulation offenses committed within the corporate limits of the city, and all prosecution services to victims of crime as provided in Minnesota Statute Chapter 611A. Principle duties include:

- Represent and prosecute all criminal law matters within the City’s jurisdiction, included but not limited to scheduling, coordinating officer appearances, reviewing all criminal cases present for purposes of prosecution, determine technical compliance with criminal code and other statutes, writing complaints, making recommendations to the Court for alternatives to prosecution where appropriate.
- Provide advice, consultation, and training where required to the city, its departments and staff in the interpretation, investigation, and enforcement of statutes and ordinances, in connection with prosecution of criminal cases.
- Prepare criminal cases for prosecution where facts warrant including but not limited to:
 - Evaluate all cases where a plea of not guilty is entered and prosecute as warranted.
 - Prepare pre-trial motions or notices if required.
 - Seek additional investigations if required.
 - Negotiate resolutions by plea where advisable.
 - Work with law enforcement and the courts to provide timely court notices to Redwood County Sheriff’s Office.
- Represent the City in all pre-trial proceedings.
- Perform legal research and prepare legal briefs where required and advisable.
- Try all Court and Jury trials.
- Examine and evaluate all Appeals to Appellate Courts and refer to Office of the Minnesota Attorney General as necessary.
- In conjunction with the Office of the Minnesota Attorney General try all appeals in Appellate Courts where warranted.

- Provide a yearly report on complainants/cases declined for prosecution and status of complaints/cases prosecuted.
- Available to respond to questions as necessary from law enforcement after regular business hours with regard to interpretation of the law.
- Provide necessary direction to law enforcement regarding investigative techniques which will assist in prosecution.
- Act as resource to the Sheriff's Office in the development of criminal cases and provide training sessions for Sheriff's Office staff as needed.
- Timely preparation and pursuit of disposition of criminal cases in advance of actual Court cases to avoid unnecessary officer court time.
- Process and present forfeiture cases on behalf of Sheriff's Office.

Term of Agreement

The retainer agreement shall remain in effect from January 1, 2023 through midnight December 31, 2026.

Compensation for Services

The pricing schedule will be an all-inclusive billing rate of \$175.00 per hour. Compensation will be paid on a monthly basis to Redwood County as due pursuant to a monthly invoice. The contract year is defined as 12:01 am on January 1 through midnight December 31. This rate includes the following services to be performed by the Redwood County Attorneys Office:

- a) Provide twenty four hour per day seven days per week access and availability to the Redwood County Sheriff's Office regarding questions that may arise during their performance of investigations and traffic stops as well as legal advice.
- b) Provide training as requested by the Sheriff of the Redwood County Sheriff's Office as to criminal justice issues, forfeiture issues or legislative updates that would be of assistance to the department.
- c) Provide full and complete services to victims of crime in the City of Revere cases as defined and mandated by Chapter 611A of the Minnesota Statutes.
- d) Prosecute all matters within the City of Revere's jurisdiction, including but not limited to scheduling, coordinating officer appearances, reviewing all criminal cases for purposes of prosecution, determine technical compliance with criminal code and other statutes, writing

complaints, making recommendations to the Court for alternatives to prosecution where appropriate.

e) Provide advice, consultation, and training where required to the city, its departments and staff in the interpretation, investigation, and enforcement of statutes and ordinances, in connection with prosecution of criminal cases.

f) Prepare criminal complaints where facts warrant.

g) Request and work with the Redwood County Sheriff's Office on any follow up investigation necessary for prosecution.

h) Represent the City in all pre-trial proceedings and prepare any necessary motions.

i) Perform legal research and prepare legal briefs where required and advisable.

j) Following an evaluation of the case, if warranted by the facts and the law, try all Court and Jury trials.

k) Examine, evaluate, and represent the City of Revere in all appeals and other post-conviction proceedings in the state and federal courts should an appeal be deemed necessary by this office upon consultation with the Redwood County Sheriff's Office and the Office of the Minnesota Attorney General.

l) Provide an annual report on cases declined for prosecution and status of complaints prosecuted to the Revere City Council at a regular meeting of the Council.

m) Timely preparation and pursuit of disposition of criminal cases in advance of actual Court cases to avoid unnecessary officer court time.

n) Process and present forfeiture cases on behalf of the Sheriff's Office.

o) Work with law enforcement and the courts to provide timely court notices to Redwood County Sheriff's Office deputies.

p) Provide the opportunity to have any interested member of the Revere City Council participate in a courtroom "ride along" to observe the court process.

q) Serve as a resource to the Redwood County Sheriff's Office by providing direction, responses and answer to any questions that will be in the best interests of the public safety for the City of Revere.

r) Available to respond to questions as necessary from law enforcement after regular business hours with regard to interpretation of the law.

Independent Contractor

The parties intend that an independent contractor-employer relationship will be created by this Agreement. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor is not to be considered an agent or employee of the City for any purpose. No tenure or any rights or benefits, including workers

compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Contractor.

Hold Harmless and Indemnify

County agrees that it will defend, indemnify and hold harmless the City, its elected officials, officers, employees, and volunteers against any and all liability, loss, costs, damages, and expenses which the City, its elected officials, officers, employees, or volunteers may hereafter sustain, incur or be required to pay arising out of the County's negligent performance or failure to adequately perform their obligations pursuant to this Agreement.

County further agrees that under the indemnity provisions set forth above, the County will at all times during the term of this Agreement keep appropriate insurance in force.

Termination Provision

Either party may terminate this Agreement by providing 160 days written notice. Notice of intent to cancel shall be mailed via mail to the following address:

For the City: Revere City Clerk
 Po Box 66
 Revere, MN 56166

For the County: Redwood County Attorney's Office
 250 S Jefferson Street
 Redwood Falls, MN 56283

Each party has the responsibility to inform the other party of any address changes for notification purposes.

Entire Agreement

This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.

On Behalf of the City of Revere

David W. Baker

Mayor

On Behalf of Redwood County

County Board Chair

ATTEST:

Kirsti Butler

City Administrator

JMP

12.13.2022

Jenna M. Peterson, County Attorney

Vicki Kletscher, County Administrator



REQUEST FOR BOARD ACTION

Requested Board Date: 12/27/2022	Originating Dept.: County Attorney
Preferred 2nd Date:	
Discussion Item: City of Milroy Prosecution Services Contract	Presenter: Jenna
	estimated time needed: 5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Requesting approval of prosecution contract for next 4 years.

Background Information:

[Empty text box for background information]

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty text box for administrators comments]

Reviewed by Administrator: Yes No

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

**Contract for Prosecution Services
Between the City of Milroy and
Redwood County**

Whereas, the City of Milroy ("City") desires to contract with the Redwood County Attorney's Office ("Contractor" or "County") to provide prosecution services under the following terms and conditions:

Scope of Services Required

Criminal prosecution services include, but are not limited to, all petty misdemeanors, misdemeanor, gross misdemeanor violations of Minn. Stat. Chapter 169A, 171, 169 and any violation of city ordinance, rule or regulation offenses committed within the corporate limits of the city, and all prosecution services to victims of crime as provided in Minnesota Statute Chapter 611A. Principle duties include:

- Represent and prosecute all criminal law matters within the City's jurisdiction, included but not limited to scheduling, coordinating officer appearances, reviewing all criminal cases present for purposes of prosecution, determine technical compliance with criminal code and other statutes, writing complaints, making recommendations to the Court for alternatives to prosecution where appropriate.
- Provide advice, consultation, and training where required to the city, its departments and staff in the interpretation, investigation, and enforcement of statutes and ordinances, in connection with prosecution of criminal cases.
- Prepare criminal cases for prosecution where facts warrant including but not limited to:
 - Evaluate all cases where a plea of not guilty is entered and prosecute as warranted.
 - Prepare pre-trial motions or notices if required.
 - Seek additional investigations if required.
 - Negotiate resolutions by plea where advisable.
 - Work with law enforcement and the courts to provide timely court notices to Redwood County Sheriff's Office.
- Represent the City in all pre-trial proceedings.
- Perform legal research and prepare legal briefs where required and advisable.
- Try all Court and Jury trials.
- Examine and evaluate all Appeals to Appellate Courts and refer to Office of the Minnesota Attorney General as necessary.
- In conjunction with the Office of the Minnesota Attorney General try all appeals in Appellate Courts where warranted.

- Provide a yearly report on complainants/cases declined for prosecution and status of complaints/cases prosecuted.
- Available to respond to questions as necessary from law enforcement after regular business hours with regard to interpretation of the law.
- Provide necessary direction to law enforcement regarding investigative techniques which will assist in prosecution.
- Act as resource to the Sheriff's Office in the development of criminal cases and provide training sessions for Sheriff's Office staff as needed.
- Timely preparation and pursuit of disposition of criminal cases in advance of actual Court cases to avoid unnecessary officer court time.
- Process and present forfeiture cases on behalf of Sheriff's Office.

Term of Agreement

The retainer agreement shall remain in effect from January 1, 2023 through midnight December 31, 2026.

Compensation for Services

The pricing schedule will be an all-inclusive billing rate of \$175.00 per hour. Compensation will be paid on a monthly basis to Redwood County as due pursuant to a monthly invoice. The contract year is defined as 12:01 am on January 1 through midnight December 31. This rate includes the following services to be performed by the Redwood County Attorneys Office:

- a) Provide twenty four hour per day seven days per week access and availability to the Redwood County Sheriff's Office regarding questions that may arise during their performance of investigations and traffic stops as well as legal advice.
- b) Provide training as requested by the Sheriff of the Redwood County Sheriff's Office as to criminal justice issues, forfeiture issues or legislative updates that would be of assistance to the department.
- c) Provide full and complete services to victims of crime in the City of Milroy cases as defined and mandated by Chapter 611A of the Minnesota Statutes.
- d) Prosecute all matters within the City of Milroy's jurisdiction, including but not limited to scheduling, coordinating officer appearances, reviewing all criminal cases for purposes of prosecution, determine technical compliance with criminal code and other statutes, writing

complaints, making recommendations to the Court for alternatives to prosecution where appropriate.

- e) Provide advice, consultation, and training where required to the city, its departments and staff in the interpretation, investigation, and enforcement of statutes and ordinances, in connection with prosecution of criminal cases.
- f) Prepare criminal complaints where facts warrant.
- g) Request and work with the Redwood County Sheriff's Office on any follow up investigation necessary for prosecution.
- h) Represent the City in all pre-trial proceedings and prepare any necessary motions.
- i) Perform legal research and prepare legal briefs where required and advisable.
- j) Following an evaluation of the case, if warranted by the facts and the law, try all Court and Jury trials.
- k) Examine, evaluate, and represent the City of Milroy in all appeals and other post-conviction proceedings in the state and federal courts should an appeal be deemed necessary by this office upon consultation with the Redwood County Sheriff's Office and the Office of the Minnesota Attorney General.
- l) Provide an annual report on cases declined for prosecution and status of complaints prosecuted to the Milroy City Council at a regular meeting of the Council.
- m) Timely preparation and pursuit of disposition of criminal cases in advance of actual Court cases to avoid unnecessary officer court time.
- n) Process and present forfeiture cases on behalf of the Sheriff's Office.
- o) Work with law enforcement and the courts to provide timely court notices to Redwood County Sheriff's Office deputies.
- p) Provide the opportunity to have any interested member of the Milroy City Council participate in a courtroom "ride along" to observe the court process.
- q) Serve as a resource to the Redwood County Sheriff's Office by providing direction, responses and answer to any questions that will be in the best interests of the public safety for the City of Milroy.
- r) Available to respond to questions as necessary from law enforcement after regular business hours with regard to interpretation of the law.

Independent Contractor

The parties intend that an independent contractor-employer relationship will be created by this Agreement. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor is not to be considered an agent or employee of the City for any purpose. No tenure or any rights or benefits, including workers

compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Contractor.

Hold Harmless and Indemnify

County agrees that it will defend, indemnify and hold harmless the City, its elected officials, officers, employees, and volunteers against any and all liability, loss, costs, damages, and expenses which the City, its elected officials, officers, employees, or volunteers may hereafter sustain, incur or be required to pay arising out of the County's negligent performance or failure to adequately perform their obligations pursuant to this Agreement.

County further agrees that under the indemnity provisions set forth above, the County will at all times during the term of this Agreement keep appropriate insurance in force.

Termination Provision

Either party may terminate this Agreement by providing 160 days written notice. Notice of intent to cancel shall be mailed via mail to the following address:

For the City: Milroy City Clerk
 Po Box 9
 Milroy, MN 56263

For the County: Redwood County Attorney's Office
 250 S Jefferson Street
 Redwood Falls, MN 56283

Each party has the responsibility to inform the other party of any address changes for notification purposes.

Entire Agreement

This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.

On Behalf of the City of Milroy



Mayor


On Behalf of Redwood County

County Board Chair

ATTEST:



City Administrator

 12.06.2022

Jenna M. Peterson, County Attorney

Vicki Kletscher, County Administrator



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/2022	Originating Dept.:	County Attorney
Preferred 2nd Date:			
Discussion Item:	Presenter: Jenna		
MCAA Donation	estimated time needed:	5 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Requesting County donate to Minnesota County Attorney's Association Education fund. See attached for description of the fund. MCAA is our go to for education, training, and advice on pretty much any topic we come across. It is an invaluable resource for our office. Our office generates enough income in one month through our prosecution contracts to cover the one time \$100 donation I am requesting be made.

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 ****

MCAA Educational Foundation

100 Empire Drive
 Suite 200
 St. Paul, MN 55103
 USA

Voice: 651.641.1600
 Fax: 651.641.1666

INVOICE

Invoice Number: m126
 Invoice Date: Dec 12, 2022
 Page: 1

Bill To:
Redwood County Attorney

Ship to:
Redwood County Attorney

Customer ID	Customer PO	Payment Terms	
Redwood		Net 30th of Next Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		1/30/23

Quantity	Item	Description	Unit Price	Amount
		2023 MCAA Foundation Programming and Training		100.00
Subtotal				100.00
Sales Tax				
Total Invoice Amount				100.00
Payment/Credit Applied				
TOTAL				100.00

Check/Credit Memo No:

M I N N E S O T A
C O U N T Y A T T O R N E Y S
E D U C A T I O N A L F O U N D A T I O N

December 12, 2022

Dear Minnesota County Attorneys:

The Mission of the Minnesota County Attorneys' Education Foundation is to enhance the quality of justice provided to the residents of Minnesota by fostering professionalism and competency among the offices of County Attorneys through:

- Continuing legal education and establishment of scholarships to educate members;
- Establishment of internships or fellowships to conduct legal research;
- Development of educational products and materials for the benefit of county attorneys and assistant county attorneys;
- Creation of partnerships between the public and private sectors to improve public safety.

On behalf of the MCAA Education Foundation Board of Directors, I am writing to make our annual request that you consider making a voluntary contribution to MCAA's Education Foundation. As 2022 ends, many of us may have a few extra dollars in our forfeiture fund that is not designated for a particular project. The Education Foundation is a worthwhile and appropriate expenditure for those funds.

Last year, many County Attorney Offices made a voluntary contribution to the MCAA Education Foundation, ranging from \$100 to \$2,000. Any contribution, regardless of size, matters to our mission. The Education Foundation board voted to send out pledge requests for 2023 to all County Attorney Offices.

Your voluntary contribution will continue to fund scholarships for County Attorneys to attend our annual meeting and educational conference, and participate in other important MCAA trainings and meetings. With the assistance of the Foundation, many of our peers in smaller offices gain a valuable opportunity to not only learn with us, but to develop a professional network of support.

Please join me in making a voluntary contribution to the MCAA Education Foundation. If you would like a special invoice sent to you or have any questions, please feel free to contact me or Josh Mathre at (651) 289-8455 or jmathre@mcaa-mn.org. Thank you for your commitment to the MCAA and your kind consideration of this request.

Sincerely,



Molly Hicken— MCAA Foundation President
Cook County Attorney

AGENDA

REDWOOD COUNTY BOARD OF COMMISSIONERS

Tuesday, December 27th, 2022 – 10:00 a.m.

Public Hearing on proposed Ordinance Amendments

1. Presentation of the Affidavit of Publication
2. Presentation of the Ordinance Revisions
3. Open for Public Comment
4. Public Hearing on proposed Ordinance Amendments
5. Board Action



REQUEST FOR BOARD ACTION

Requested Board Date: December 27, 2022	Originating Department: Environmental
Preferred 2nd Date:	
Discussion Item:	Presenter: Nick Brozek
Annual Ordinance "housekeeping" revisions	estimated time needed: 15 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Enact ordinance amendments recommended by the Sheriff's Office, County Attorney, and Environmental Office.

Background Information:

Each year we plan to discuss and enact changes to the Redwood County Code of Ordinances, in order to correct typos and inconsistencies, and to keep up with changes in State law and rules.

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 ****

§ 112.45 NOTICE. Change “shall” to “may” – as follows:

Upon discovery of a suspected violation, the alleged licensee may be issued an administrative citation, that describes the alleged violation and sets forth the administrative penalty as provided herein.

112.99 Typo in line 7 – change “as” to “at”

151.01 and 151.02 – Replace all references to “ISTS” with “SSTS”

151.01 PURPOSE. Replace the existing language with the following:

“The county recognizes that many property owners are in possession of SSTS that are non-compliant or have failed. The upgrading of non-compliant or failed SSTS will promote the health, safety, and welfare of the residents of the county. The county has passed a resolution to set aside funds for a subsurface sewage treatment system loan program, in accordance with M.S. § 115.57. The county will provide for effective administration and management of funds dedicated for the SSTS loan program.”

151.25(B)(1) Replace the existing language with the following:

“Compliance inspections shall be required, to be completed by a licensed septic inspector at the property owner’s expense, when any of the following conditions occur:”

151.21(B) Add new paragraph (1):

“The subdivider must submit an application for Pre-approval of the proposed division of land, to the Administrator, on forms supplied by Redwood County. The subdivider must receive approval of the Pre-approval application from the Administrator prior to sending any subdivision documents to be recorded in the property record.”

151.21(B) renumber paragraphs (1) thru (5) to account for new paragraph (1) above.

153.007 DEFINITIONS – Add definition of “Alter:”

“ALTER. To alter a building or structure is to increase the height, depth, or size (footprint) of the building or structure, or to replace more than 50% of the elements of the building or structure with new building materials.”

153.007 The current definition of “STRUCTURE” includes incorrect citation – 153.099 should be changed to 153.098(C)(1).

153.045(A) change to:

“A Planning Commission is hereby established. The Commission shall consist of seven members including one representative from each of the five Redwood County Commissioner Districts, one Redwood County Board member, and one Redwood County Soil and Water Conservation District (SWCD) Supervisor. Representatives from each Commissioner District shall be appointed by individual Board members and ratified by the full Board of Commissioners. The representative from the County Board shall be chosen by the Redwood County Board. The representative from the SWCD shall be chosen by the Redwood County SWCD Board of Supervisors and ratified by the Redwood County Board of Commissioners.”

153.097(C) change the heading to "On-site sewage treatment and water supply systems located in the flood plain."

153.098 (C)(2) – change heading of this paragraph to - "Places where recreational vehicles can be stored or used, if meeting the exemptions listed in 153.098(C)(1) above."

153.141 – delete paragraph (T) (signs an billboards) – re-letter subsequent paragraphs accordingly. Also replace section (A) as follows: "Any agricultural use involving growing crops or livestock grazing (pasture)."

153.142(B) replace with "A proposed use not listed as a permitted, conditional, or interim use, shall be deemed prohibited."

153.144(A) replace with "Density. The density of residential dwellings shall not exceed three dwelling units per 40 acres, or quarter-quarter section."

153.144 (D) there is a duplicate section 153.144(D). One needs to be deleted.

153.163(D)(4) replace with "No fence in the front yard of any building shall exceed three feet in height, unless it meets the right-of-way setback for buildings and structures."

153.181 (B) – delete this section and re-letter the other sections accordingly.

153.201 Add new section (D) "Retail butcher shops" and re-letter subsequent sections accordingly

153.203 add section (E) as follows:

Fences.

- (1) All fences shall be constructed a sufficient distance from the right-of-way so as to avoid:
 - (a) The blocking of site –lines on the public roadway, including visibility at intersections; and
 - (b) The creation of snow drifts in the road right-of-way.
- (2) Any fence exceeding eight feet in height shall be subject to all building setback and total height requirements.
- (3) Any fence eight feet in height or less must be constructed so that all parts of the fence are entirely within the property boundaries of the land owned by the owner of the fence.

153.222(A) new section as follows: (14) animal processing facilities.

153.224 new section (F) as follows:

Fences.

- (1) All fences shall be constructed a sufficient distance from the right-of-way so as to avoid:
 - (a) The blocking of site –lines on the public roadway, including visibility at intersections; and
 - (b) The creation of snow drifts in the road right-of-way.
- (2) Any fence exceeding eight feet in height shall be subject to all building setback and total height requirements.
- (3) Any fence eight feet in height or less must be constructed so that all parts of the fence are entirely within the property boundaries of the land owned by the owner of the fence.

153.245(B)(2) replace with the following:

“The following uses may be allowed in the shoreland area of the waterbodies listed in divisions (A)(2)(b) and (A)(2)(c) above subject to obtaining a conditional use permit, or in the case of mining, an Interim Use Permit from the County Board of Commissioners.”

153.245(B)(2) delete section (d) allowing animal feedlots as a conditional use and re-letter subsequent sections accordingly.

153.290(E)(7) replace with the following:

“Variances. Any feedlot for which a setback variance has been obtained shall be allowed to expand by not more than 200 animal units over the number permitted at the time of the previous variance (or 50% of the existing permitted animal units, whichever is less), without the need for an additional variance; provided that the following factors are met.

153.290(F)(1)(d) replace with the following:

“Whenever there is proposed to be a conversion of more than 300 animal units from one type of animal to another (such as cattle to swine) at an existing feedlot. For the purpose of this section only, any type of swine shall be considered the same ‘type of animal’ as all other types of swine, any type of poultry shall be considered the same ‘type of animal’ as all other types of poultry, and any type of cow shall be considered the same ‘type of animal’ as all other types of cow, except if the feedlot in question is being converted to a dairy milking operation.

153.290 add Section (E)(8) as follows:

“Manure spread area agreements. Feedlot owners must provide updated manure spread area agreements in the event that the manure is applied to new land not previously listed in the feedlot conditional use permit.”

153.290(H)(2)(a) replace first table note with the following:

“* No more than 30 total animals (head) are allowed, if the setback is less than 1/8 of a mile.”

153.291 (A)(2)(a)1. Replace with:

“All underground communications lines;”

153.310 add section (B)(4):

“Notwithstanding the setback requirements listed above, signs in the B-1 and I-1 zoning districts shall be exempt from any setback required from any other sign.”

153.449 – spelling error – “toe” should be “to”

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE COUNTY OF REDWOOD, MINNESOTA.

WHEREAS Minnesota Statutes §§ 375.51 and 375.52 authorize the county to amend its code of ordinances, now therefore:

The Board of Commissioners of Redwood County, Minnesota ordains:

Section 1. Amendments to the Code of Ordinances of the County of Redwood, as stated in Exhibit A attached hereto, are hereby adopted.

Section 2. The Code of Ordinances as amended in Section 1 shall consist of the following titles: Business Regulations and Land Usage.

Section 3. This ordinance amending the Code of Ordinances shall be a sufficient publication of any ordinance included in it and not previously published in the county's official newspaper. The county administrator shall cause a substantial quantity of insert updates to the Code of Ordinances to be printed for general distribution to the public at actual cost, and shall furnish a copy to the County Law Library or its designated depository. The official copy of this Code of Ordinances shall be marked and be kept in the office of the county auditor-treasurer. A lengthy ordinance or an ordinance which includes charts or maps need not be published in its entirety if the title and a summary of the ordinance conforming to section 331A.01, subdivision 10, are included in the publication of the proceedings of the meeting at which it is enacted, with notice that a printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the county auditor. In that case and if a statute, administrative rule or a code is adopted by reference, all requirements of statute for the publication of ordinances shall be satisfied if the summary of the ordinance or the ordinance incorporating the statute, rule or code is published in the required manner and if, prior to publication, at least one copy of the entire ordinance or of the statute, rule, or code is marked as the official copy and filed for use and examination by the public in the office of the county auditor. Provisions of the entire ordinance or of the statute, rule, or code incorporated in the ordinance by reference shall be as much a part of the ordinance as if they had been set out in full in it.

Section 4. The Code of Ordinances, as amended, is declared to be prima facie evidence of the law of the county and shall be received in evidence as provided by Minnesota Statutes by the courts of the State of Minnesota.

Section 5. This ordinance amending the Code of Ordinances shall take effect upon publication of this ordinance in the county's official newspaper.

Passed by the Board of Commissioners of Redwood County, Minnesota this 27th day of December, 2022.

Board of Commissioners Chair

Attested:

County Administrator



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/22	Originating Dept.:	Environmental
Preferred 2nd Date:			
Discussion Item:		Presenter:	Nick B
Set public hearing for Redetermination of Benefits		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:

Set public hearing for County Ditches 29 and 30 for February 7th, 2023 at 10:00 a.m.

Background Information:

Bill Moldestad will be conducting one on one meetings with interested landowners prior to this public hearing.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	12/27/22	Originating Dept.:	Environmental
Preferred 2nd Date:			
Discussion Item:		Presenter:	Nick B
Order County Ditch Redeterminations		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:

Order redetermination of benefits on CD 101, J7, J16, CD100, CD104, CD14+14-1

Background Information:

Mark Behrends' group is available to redetermine these systems. J7 and J16 are not joint ditches.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

STATE OF MINNESOTA
Before the
Redwood County Commissioners
SITTING AS THE DRAINAGE AUTHORITY FOR
County Ditch 100

In the Matter of:

**the Redetermination of Benefits of
CD 100**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION
OF BENEFITS AND APPOINTING
VIEWERS**

The Redwood County Board of Commissioners, sitting as the drainage authority for CD 100, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, _____ seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Redwood County Board of Commissioners is the drainage authority for CD 100.
2. CD 100 was established in 1963. Benefits for CD 100 were determined concurrent with establishment in 1963, prior to the initiation of modern, intensive farming and drainage practices within Redwood County.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment of CD 100 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of CD 100.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of CD 100.
6. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for CD 100, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for CD 100.
- B. That Mark Behrends, Robert Hansen, Kendall Langseth, John Thompson, Bruce Ness, and Wes Dahl are hereby appointed as viewers to redetermination and report the benefits and damages for CD 100.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were _____ yeas, _____ nays, _____ absent, and _____ abstentions as follows:

	Yea	Nay	Absent	Abstain
WAKEFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GROEBNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VANHEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FORKRUD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Rick Wakefield, Chairperson

Dated: _____

* * * * *

I, Nick Brozek, Redwood County, Land Use Supervisor, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the CD 100 and find the same to be a true and correct transcript thereof. The above order was filed with me, Redwood County, Land Use Supervisor, on _____

IN TESTIMONY WHEREOF, I hereunto set my hand this
_____ day of _____, _____.

Nick Brozek

STATE OF MINNESOTA
Before the
Redwood County Commissioners
SITTING AS THE DRAINAGE AUTHORITY FOR
County Ditch 14+14-1

In the Matter of:

**the Redetermination of Benefits of
CD 14+14-1**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION
OF BENEFITS AND APPOINTING
VIEWERS**

The Redwood County Board of Commissioners, sitting as the drainage authority for CD 14+14-1, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, _____ seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Redwood County Board of Commissioners is the drainage authority for CD 14+14-1.
2. CD 14+14-1 was established in 1910 and 1953. Benefits for CD 14+14-1 were determined concurrent with establishment in 1910 and 1953, prior to the initiation of modern, intensive farming and drainage practices within Redwood County.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment of CD 14+14-1 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of CD 14+14-1.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of CD 14+14-1.
6. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for CD 14+14-1, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for CD 14+14-1.
- B. That Mark Behrends, Robert Hansen, Kendall Langseth, John Thompson, Bruce Ness, and Wes Dahl are hereby appointed as viewers to redetermination and report the benefits and damages for CD 14+14-1.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were _____ yeas, _____ nays, _____ absent, and _____ abstentions as follows:

	Yea	Nay	Absent	Abstain
WAKEFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GROEBNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VANHEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FORKRUD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Rick Wakefield, Chairperson

Dated: _____

* * * * *

I, Nick Brozek, Redwood County, Land Use Supervisor, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the CD 14+14-1 and find the same to be a true and correct transcript thereof. The above order was filed with me, Redwood County, Land Use Supervisor, on _____

IN TESTIMONY WHEREOF, I hereunto set my hand this
____ day of _____, _____.

Nick Brozek

STATE OF MINNESOTA
Before the
Redwood County Commissioners
SITTING AS THE DRAINAGE AUTHORITY FOR
Judicial Ditch 16

In the Matter of:

**the Redetermination of Benefits of
J16**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION
OF BENEFITS AND APPOINTING
VIEWERS**

The Redwood County Board of Commissioners, sitting as the drainage authority for J16, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, _____ seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Redwood County Board of Commissioners is the drainage authority for J16.
2. J16 was established in 1915. Benefits for J16 were determined concurrent with establishment in 1915, prior to the initiation of modern, intensive farming and drainage practices within Redwood County.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment of J16 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of J16.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of J16.
6. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for J16, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for J16.
- B. That Mark Behrends, Robert Hansen, Kendall Langseth, John Thompson, Bruce Ness, and Wes Dahl are hereby appointed as viewers to redetermination and report the benefits and damages for J16.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were _____ yeas, _____ nays, _____ absent, and _____ abstentions as follows:

	Yea	Nay	Absent	Abstain
WAKEFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GROEBNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VANHEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FORKRUD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Rick Wakefield, Chairperson

Dated: _____

* * * * *

I, Nick Brozek, Redwood County, Land Use Supervisor, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the J16 and find the same to be a true and correct transcript thereof. The above order was filed with me, Redwood County, Land Use Supervisor, on _____

IN TESTIMONY WHEREOF, I hereunto set my hand this
_____ day of _____, _____.

Nick Brozek

STATE OF MINNESOTA
Before the
Redwood County Commissioners
SITTING AS THE DRAINAGE AUTHORITY FOR
County Ditch 101

In the Matter of:

**the Redetermination of Benefits of
CD 101**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION
OF BENEFITS AND APPOINTING
VIEWERS**

The Redwood County Board of Commissioners, sitting as the drainage authority for CD 101, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, _____ seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Redwood County Board of Commissioners is the drainage authority for CD 101.
2. CD 101 was established in 1969. Benefits for CD 101 were determined concurrent with establishment in 1969, prior to the initiation of modern, intensive farming and drainage practices within Redwood County.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment of CD 101 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of CD 101.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of CD 101.
6. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for CD 101, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for CD 101.
- B. That Mark Behrends, Robert Hansen, Kendall Langseth, John Thompson, Bruce Ness, and Wes Dahl are hereby appointed as viewers to redetermination and report the benefits and damages for CD 101.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were _____ yeas, _____ nays, _____ absent, and _____ abstentions as follows:

	Yea	Nay	Absent	Abstain
WAKEFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GROEBNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VANHEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FORKRUD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Rick Wakefield, Chairperson

Dated: _____

* * * * *

I, Nick Brozek, Redwood County, Land Use Supervisor, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the CD 101 and find the same to be a true and correct transcript thereof. The above order was filed with me, Redwood County, Land Use Supervisor, on _____

IN TESTIMONY WHEREOF, I hereunto set my hand this
_____ day of _____, _____.

Nick Brozek

STATE OF MINNESOTA
Before the
Redwood County Commissioners
SITTING AS THE DRAINAGE AUTHORITY FOR
County Ditch 104

In the Matter of:

**the Redetermination of Benefits of
CD 104**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION
OF BENEFITS AND APPOINTING
VIEWERS**

The Redwood County Board of Commissioners, sitting as the drainage authority for CD 104, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, _____ seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Redwood County Board of Commissioners is the drainage authority for CD 104.
2. CD 104 was established in 1968. Benefits for CD 104 were determined concurrent with establishment in 1968, prior to the initiation of modern, intensive farming and drainage practices within Redwood County.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment of CD 104 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of CD 104.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of CD 104.
6. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for CD 104, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for CD 104.
- B. That Mark Behrends, Robert Hansen, Kendall Langseth, John Thompson, Bruce Ness, and Wes Dahl are hereby appointed as viewers to redetermination and report the benefits and damages for CD 104.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were _____ yeas, _____ nays, _____ absent, and _____ abstentions as follows:

	Yea	Nay	Absent	Abstain
WAKEFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GROEBNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VANHEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FORKRUD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Rick Wakefield, Chairperson

Dated: _____

* * * * *

I, Nick Brozek, Redwood County, Land Use Supervisor, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the CD 104 and find the same to be a true and correct transcript thereof. The above order was filed with me, Redwood County, Land Use Supervisor, on _____

IN TESTIMONY WHEREOF, I hereunto set my hand this
_____ day of _____, _____.

Nick Brozek

STATE OF MINNESOTA
Before the
Redwood County Commissioners
SITTING AS THE DRAINAGE AUTHORITY FOR
Judicial Ditch 7

In the Matter of:

**the Redetermination of Benefits of
J7**

**FINDINGS AND ORDER
INITIATING THE REDETERMINATION
OF BENEFITS AND APPOINTING
VIEWERS**

The Redwood County Board of Commissioners, sitting as the drainage authority for J7, pursuant to Minn. Stat. § 103E.351, based on the record and proceedings, Commissioner _____ moved, _____ seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Redwood County Board of Commissioners is the drainage authority for J7.
2. J7 was established in 1915. Benefits for J7 were determined concurrent with establishment in 1915, prior to the initiation of modern, intensive farming and drainage practices within Redwood County.
3. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
4. Since the original establishment of J7 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of J7.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of J7.
6. The drainage authority finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for J7, hereby orders as follows:

- A. The Board shall follow the procedures of Minn. Stat. § 103E.351 to conduct a redetermination of benefits for J7.
- B. That Mark Behrends, Robert Hansen, Kendall Langseth, John Thompson, Bruce Ness, and Wes Dahl are hereby appointed as viewers to redetermination and report the benefits and damages for J7.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were _____ yeas, _____ nays, _____ absent, and _____ abstentions as follows:

	Yea	Nay	Absent	Abstain
WAKEFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GROEBNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VANHEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FORKRUD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Rick Wakefield, Chairperson

Dated: _____

* * * * *

I, Nick Brozek, Redwood County, Land Use Supervisor, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the J7 and find the same to be a true and correct transcript thereof. The above order was filed with me, Redwood County, Land Use Supervisor, on _____

IN TESTIMONY WHEREOF, I hereunto set my hand this
_____ day of _____, _____.

Nick Brozek



REQUEST FOR BOARD ACTION

Requested Board Date:	12-27-2022	Originating Dept.:	Technology Dept.
Preferred 2nd Date:			
Discussion Item:		Presenter:	Paul Parsons
Cloud Fax Solution Terms and Services review		estimated time needed:	8 minutes
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

County Attorney had some issues with the Terms and Conditions as seen below. Please review, approve, or rescind previous motion, and move to make motion to utilize our second vendor. Marco sent a quote for \$2180 for a three year plan. This includes 500 pages per month total. See below reasons County Attorney came up with.

Background Information:

1. Section 4.10 – if there is a billing dispute, the County will not agree to be responsible for any late fees that would have incurred while the dispute is pending.
2. Section 4.10 – the County will not agree to waiving it's right to seek equitable relief in any form.
3. Section 4.10 – this references damages "pursuant to section 16.3 below" however, section 16.3 is assignment? I believe it is supposed to be section 7
4. Section 7 – The County will not agree to be bound to an Early Termination Charge for Services that are modified per this Section 7 if, at the sole discretion of County, they modifications made by Company no longer meet the needs of the County.
5. Section 9.3 – What is the intent of "(b) a Service disruption is not a default or breach under this Agreement"? The County would agree that a Service disruption is not a breach unless it is attributed to negligence, act, or omission of Company. In any of those situations, the County would not agree that a Service disruption is not a default or breach.
6. Section 9.3 – the County will agree to the proposed credit and limitations on credits, but Company would also need to be responsible for reimbursement of any reasonable attorney fees associated with recovery of those credits.
7. Section 16.3.2 – should Company sell, transfer, or assign this Agreement, the County has the option to terminate the Agreement without being subject to Early Termination Charges.

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 ****



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by GoldFax CLOUD
FAXING™

eGoldfax Cloud Faxing Proposal

REDWOOD COUNTY
403 S MILL ST
REDWOOD FALLS, MN 56283-1672

Prepared by:

Erin VanderVeen | Technology Advisor
320.241.3505 or 800.892.8548
erin.vanderveen@marconet.com

marconet.com

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Secure, Encrypted Delivery

- eGoldFax Supports email encryption using Transport Layer Security (TLS 1.2)
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- Each individual Fax number can have incoming faxes:
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eGoldFax Cloud Faxing Solution

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eGoldfax Cloud Faxing for 500 pages Sent and Received per Month

- Includes Support
- Device Integration
- Monthly Pages pooled over all numbers
- 10 – Lines Ported to eGoldfax
- Incoming faxes printed to a Print Queue on your network
- 2 - Additional Local Lines Included
- Overages are billed directly from eGoldfax
 - 500 Pages per month plan - \$0.10 per page

Device Implementation, Configuration and Training (remote)

5-Years Support & Maintenance[±]

[±]Valid Software Maintenance & Support Contract entitles Customer to unlimited phone support and upgrade software as available.

eGoldFax 3-Year Plan

- 500 Pages Per Month..... \$2,180.00

eGoldFax 5-Year Plan

- 500 Pages Per Month..... \$3,500.00

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

Approval Signature

Date

Signing this document indicates that you have read this document, are indicating your approval to move forward with the proposed items listed above, and have the authority to do so.



REQUEST FOR BOARD ACTION

Requested Board Date: 12-27-2022	Originating Dept.: Technology Dept.
Preferred 2nd Date:	
Discussion Item:	Presenter: Paul Parsons
Cloud Fax Solution Terms and Services review	estimated time needed: 8 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

County Attorney had some issues with the Terms and Conditions as seen below. Please review, approve, or rescind previous motion, and move to make motion to utilize our second vendor. Marco sent a quote for \$2180 for a three year plan. This includes 500 pages per month total.

Background Information:

1. Section 4.10 – if there is a billing dispute, the County will not agree to be responsible for any late fees that would have incurred while the dispute is pending.
2. Section 4.10 – the County will not agree to waiving it's right to seek equitable relief in any form.
3. Section 4.10 – this references damages "pursuant to section 16.3 below" however, section 16.3 is assignment? I believe it is supposed to be section 7.1
4. Section 7 – The County will not agree to be bound to an Early Termination Charge for Services that are modified per this Section 7.1 at the sole discretion of County, they modifications made by Company no longer meet the needs of the County.
5. Section 9.3 – What is the intent of "(b) a Service disruption is not a default or breach under this Agreement"? The County would agree that a Service disruption is not a breach unless it is attributed to negligence, act, or omission of Company. In any of those situations, the County would not agree that a Service disruption is not a default or breach.
6. Section 9.3 – the County will agree to the proposed credit and limitations on credits, but Company would also need to be responsible for reimbursement of any reasonable attorney fees associated with recovery of those credits.
7. Section 16.3.2 – should Company sell, transfer, or assign this Agreement, the County has the option to terminate the Agreement without being subject to Early Termination Charges.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty text 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 ****

MARCO TECHNOLOGIES RELATIONSHIP AGREEMENT

THIS MARCO TECHNOLOGIES RELATIONSHIP AGREEMENT ("Agreement") is entered into as of the date the Parties first process a Product Agreement or the Client places an order under this Agreement, whichever is earlier (the "Effective Date") by and between MARCO TECHNOLOGIES, LLC with a principal place of business at 4510 HEATHERWOOD ROAD, ST. CLOUD, MN ("Marco") and the legal entity identified in any order ("Client") (individually, a "Party," and collectively, "Parties").

This Agreement governs Marco's relationship with Client for the provision of Products as further described in Product Agreements between the Parties. This Agreement is incorporated by reference and made part of any Product Agreement between the Parties. In the event of an express conflict between or among the provisions of this Agreement and any Product Agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) This Agreement; and (2) the Product Agreement. The Parties may specify in the applicable Product Agreement that a particular provision of the Product Agreement supersedes a provision of this Agreement. Any such modification to a Product Agreement shall be effective only if the specific modified section of the Product Agreement expressly references the applicable section of this Agreement that is to be modified and clearly states that such modification supersedes the conflicting or inconsistent provision in this Agreement.

1. **Definitions.** In addition to any terms defined elsewhere in this Agreement, the following terms shall, when capitalized, have the meanings given to them in this Definitions Section.
 - 1.1 "Affiliate" means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Marco.
 - 1.2 "Applicable Privacy Law" means, collectively, GDPR, PIPL, LGPD, CCPA, and CPRA, each as defined in the body of this Agreement below, together with any other law regarding the privacy and/or protection of personal data of any individual.
 - 1.3 "Client Materials" means, collectively, parts, materials, equipment, hardware computers, software, software-as-a-service, cloud services, data, databases, datafeeds, operating systems, switches, routers, drives, firewalls, databases, backup systems, networks, internet connectivity, information and other items and services owned by Client, or provided by a third party to Client, that are used for the provision or use of the Products and/or necessary for Marco to perform all of its obligations as set forth in this Agreement.
 - 1.4 "Confidential Information" means any and all information furnished or disclosed in connection with this Agreement by a party ("Disclosing Party") to the other party ("Receiving Party") and marked as "Confidential", "Proprietary" or "Restricted" or which under all of the circumstances should reasonably be considered confidential, and shall include, without limitation, any property, product, technical and/or business documentation, pricing information, client information, client lists, computer programs, trade secrets, know-how, ideas, specifications, patent applications, methodologies, formulae, designs, processes, technology, techniques, drawings, inventions, diagrams, and all other relevant information pertaining to the Disclosing Party's business. Confidential information does *not* include information that: (a) was known or possessed by the Receiving Party without confidentiality obligation before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no breach of this Agreement; (c) is lawfully available or received from a third party without confidentiality obligation; (d) is authorized to be disclosed by a third party with the right to do so; or (e) is independently developed by the Receiving Party without the use of, or access to, the Disclosing Party's Confidential Information.
 - 1.5 "Equipment" means resold equipment and other tangible goods.
 - 1.6 "Incidentals" means, collectively, all services necessary to perform a Product Agreement and not expressly stated in the Product Agreement, all services requested by Client and performed by Marco outside the scope of a Product Agreement, and any incidental expenses and costs incurred by Marco

- in the performance of Services or any of the foregoing.
- 1.7 **"Intellectual Property"** means, collectively, all: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other proprietary information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
 - 1.8 **"License(s)"** means any license(s), agreement(s) or other prerequisite(s) of third-party Software publishers and vendors, or Equipment manufacturers, for the Products.
 - 1.9 **"Loss(es)"** means any and all costs, expenses, damages, liabilities, fees (including reasonable attorney and expert fees), penalties, fines, or judgments of any kind or nature whatsoever.
 - 1.10 **"Marco Property"** means, collectively, equipment, other goods, materials, supplies and similar items, including, without limitation, software, information and Intellectual Property owned by Marco or a third party, used by Marco or provided by Marco to Client for use by Client for the purposes of carrying out a Product Agreement.
 - 1.11 **"Product Agreement"** means an agreement between the Parties for the provision of Products by Marco. Product Agreements include SOPs, proposals, change orders, and service tickets.
 - 1.12 **"Product Lease"** means a lease between the Parties relating to any Products provided by Marco.
 - 1.13 **"Products"** means, collectively, Services, Equipment, Software and Incidentals.
 - 1.14 **"Representatives"** means, collectively, a Party's respective officers, directors, employees, agents and contractors.
 - 1.15 **"Required Consents"** means, collectively, all consents, licenses, permits and approvals required to give Marco, or any Marco Representatives, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, Client Materials,
 - 1.16 **"Resold Products"** has the meaning given to that term in Exhibit A.
 - 1.17 **"Schedule of Products"** or **"SOP"** means a Schedule of Products agreed between the Parties.
 - 1.18 **"Services"** means any professional consulting services, managed services, or other technology services to be performed by Marco, that are expressly identified in a Product Agreement.
 - 1.19 **"Software"** means software licensed, or third-party software licenses resold, by Marco to Client.

2. Purchases, Prices and Payment.

- 2.1 Marco agrees to provide, and Client agrees to purchase, lease or license (as applicable) the Products at the price stated in the applicable Product Agreement ("**Price**"). The sale of Resold Products (as defined in Exhibit A) is governed by the terms in Exhibit A. Client shall pay Marco's then prevailing rates for any Incidentals). Marco's right to increase the Price to Client, if any, is set forth in each Product Agreement.
- 2.2 Client shall pay all undisputed invoices within thirty (30) days of the invoice date. Client shall pay a late fee of 1.5 percent (1.5%) per month, or the highest rate permitted by law, whichever is less, on any amounts not received when due. Client shall pay for all costs and expenses, including reasonable attorney and expert fees, incurred by Marco in enforcing its rights for payment under this Agreement. Client shall pay all sales, use, excise, value added or other taxes; duties, levies or fees assessed by any government or other authority resulting from its relationship with Marco under this Agreement and any Product Agreement, except for taxes imposed on Marco's income. This provision shall not apply to any taxes for which Client is exempt and for which Client has furnished Marco with a valid tax exemption certificate authorized by the appropriate taxing authority. Shipping and handling fees may apply and will be payable by Client upon invoice. Marco reserves

the right to cancel, without penalty, any Product Agreement arising from pricing or other errors. Client shall not withhold any Marco Property or payment due under this Agreement for set off or reduction for any purpose whatsoever.

- 2.3** In the event Client disputes any portion of an invoice in good faith, Client shall pay the undisputed portion of the invoice by the date the invoice is due and shall submit to Marco a written explanation for the disputed amount, setting forth with specificity Client's grounds for such dispute. Client must submit its written dispute to Marco within thirty (30) days of the date of invoice or such dispute shall be deemed waived, and invoices shall be deemed correct. In the event that the dispute is resolved against Client, Client shall pay all outstanding amounts plus interest at the rate referenced in, and calculated in accordance with, subsection 2.2 above.
- 2.4** If Client and Marco enter into a Product Lease, Client's obligations with respect to the lease of such Products shall be solely governed by the Product Lease, except that Client shall remain liable for payment to Marco until Marco receives payment from the applicable third-party financing company.
- 3. Marco Property.** In addition to the Products, Marco may place at Client's site or otherwise provide Marco Property. Such placement or provision of Marco Property shall not create any rights of ownership in Client or any third party. Client shall use Marco Property solely in connection with the receipt and use of Products and Client shall use reasonable care with Marco Property, but no less care than Client uses with respect to its own property. Client shall return Marco Property upon Marco request and in accordance with the requirements under the section titled, **Effect of Termination or Expiration**, below. Client will be responsible for any loss or damage to Marco Property.
- 4. Client Materials.** In the course of a Product Agreement, Client Materials may be used or required for the provision or use of the Products. Unless otherwise stated in a Product Agreement, Client is solely responsible for ensuring that all software (including, without limitation, any software-as-a-service or other cloud services) used by Client is properly licensed. Client grants Marco, at no charge, the right to use any Client Materials required by Marco to provide the Services specified in any Product Agreement to Client and Client is solely responsible for ensuring that Client has the necessary rights and licenses to provide Marco with Client Materials. Client agrees to maintain Client Materials in good working order and repair, and in compliance, with applicable law and industry standards for the effective and efficient provision and use of the Products.
- 5. Use.** Client agrees not to use or permit third parties to use the Product(s) and Marco Property, for any illegal purpose, or to achieve any kind of unauthorized access, such as to any computer systems, software, data, real, personal, or violate any Intellectual Property rights or privacy rights of any third party. Client agrees not to interfere with other Clients' use of Marco provided services, equipment, other goods, or software and not to disrupt any Marco network, connectivity, infrastructure, or other services whether provided directly by Marco or through Marco suppliers or contractors. Marco authorizes Client's use of the Products and any Marco Property subject to the terms of this Agreement and the Product Agreement(s) and conditioned on Client's performance of its obligations thereunder. This authorization is nontransferable. Client shall access and use (and shall cause its Representatives to access and use) the Products and Marco Property ONLY: a) as permitted by, and in accordance with its obligations under this Agreement, the applicable Product Agreement, and any Licenses; b) for their intended purposes; c) in a manner which prevents negligent error and violation of any contractual obligation of Client; d) as permitted by, and in accordance with, the specifications of the manufacturer, publisher, or vendor of the Products; e) in a commercially reasonable manner for its own internal business; f) in a manner that does not violate any Intellectual Property right of Marco or any third party; g) for legitimate and lawful business purposes; and h) as permitted by law. Client

shall not alter, modify, tamper with, make derivative works from, license, distribute, rent, lend, publish, reverse engineer, decode, re-sell, export, sublease, or attempt to derive the source code of or reproduce the Products or Marco Property. Client shall take all reasonable action necessary to stop the violation or threatened violation of this Section and cause its Representatives to be bound by and comply with this Section. If Marco determines that a breach of this Section has occurred, then Marco may, in its sole discretion, and without liability: (i) restrict Client's and users' access to the Services; (ii) remove or require removal of any offending content; (iii) terminate this Agreement and any Product Agreement for cause; and/or (iv) exercise other rights and remedies, at law or in equity. Except in an emergency, as deemed necessary by Marco or as may otherwise be required by law, before undertaking the actions in this Section, Marco will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify Marco of any event or circumstance related to this Agreement, Client's or any user's use of the Services, or Content of which Client becomes aware, that could lead to a claim or demand against Marco, and Client will provide all relevant information relating to such event or circumstance to Marco at Marco's request.

6. **Client Information.** Client represents and warrants (i) that it fully complies with applicable law governing the privacy and security of personally identifiable information, including but not limited to, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), the Personal Information Protection Law of China ("PIPL"), the General Law for the Protection of Personal Data 13709/2018 in Brazil ("LGPD"), the California Consumer Protection Act (Cal. Civ. Code 1798.199) ("CCPA"), and the California Privacy Rights Act of 2020 ("CPRA") and; (ii) that, if it does provide any personal data to Marco, Client has obtained the personal data from the data subject(s) for a lawful purpose and in accordance with the relevant requirements of the Applicable Privacy Law. To the extent any information relating to an identified or identifiable person under any Applicable Privacy Law is provided to Marco, the terms set forth in Marco's Data Processing Addendum ("DPA"), located at www.marconet.com/legal shall apply to such data processing and the terms of the DPA are hereby incorporated by reference into this Agreement with the same force and effect as though fully set forth herein. Client shall also identify such personal data for Marco and understands that such personal data may be stored and processed on servers based outside of the United States, unless required by Applicable Privacy Law and agreed to in writing.

Client acknowledges that Marco exercises no control over the information passing through Client's equipment, network, and sites and that it is the sole responsibility of Client to ensure that the information that Client and its Representatives or any third party transmit(s) and receive(s), is for legitimate business purposes and complies with all applicable laws and regulations.

Client shall encrypt, at the application level, Client's Confidential Information and all other data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

7. Information Security

- 7.1 **Security Measures.** Marco will maintain commercially reasonable security measures for its Services that are designed to: (i) ensure the security of the Client's data stored by Marco; (ii) protect against any anticipated threats or hazards to the security or integrity of the Client's data stored by Marco;

and (iii) protect against any unauthorized access to or use of Client's data as stored by Marco.

- 7.2 Notification and Prevention Obligations.** Upon becoming aware, Marco shall promptly notify Client of any actual security breach that may result in the unauthorized access to or disclosure of unencrypted Client personal data. Marco agrees to take all actions reasonably necessary under the circumstances to immediately prevent the continued unauthorized access of such personal data. Marco further agrees that in the event of a breach of confidentiality or security of personal data, it will work in good faith and cooperate with Client to address the breach. Marco shall not be responsible or liable for any security breach caused by Client.
- 7.3 Audits by Marco.** Marco will conduct an annual audit (under SOC2 or a similar standard) audit of its security measures. Upon Client's written request, Marco shall provide a copy of its most recent audit report, but Marco may redact sensitive information. When available, and upon receipt of Client's written request, Marco may provide its vendors' audit report. The reports are to be treated as Confidential Information under this Agreement whether or not marked or otherwise identified as "Confidential" and remains the property of Marco, its Affiliate, or its vendor, as applicable.
- 7.4 Audits by Client.** Client shall have the right make reasonable requests to review Marco's security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel, in order to verify Marco's compliance with this Agreement, provided that nothing in this Agreement will be deemed to permit Client or any third party to access Marco's systems. The dates of any onsite audit shall be mutually agreed upon by the Parties. Client shall be responsible for the entire cost of any audit or information request. Marco may charge Client on a time-and-materials basis at the then-current standard time and materials rate for Client audits and requests for information based on the length and detail of the audit/information requested. No such audit may include activities that might result in downtime or unavailability of Marco's IT environment. Marco reserves the right to restrict Client's access to certain information if, in Marco's sole discretion, that information may compromise Marco's security measures.
- 8. Required Consents.** Client shall obtain and keep in effect all Required Consents at all times during this Agreement. Upon request, Client will provide to Marco evidence of any Required Consent. Marco will be relieved of its obligations under this Agreement (and any time for performance of any Products shall be reasonably extended) to the extent that they are affected by Client's failure to promptly obtain and maintain and provide to Marco any Required Consents. Client agrees that Marco may accept software terms and conditions and other Licenses (e.g., end user license agreements) on behalf of Client while providing and installing Products to Client, and Client agrees to be bound by those License terms.
- 9. Software Licenses and Other Agreements.** Client shall enter into, maintain, comply with and be bound by any Licenses applicable to Products. Unless expressly provided otherwise in a Product Agreement, Client has the sole responsibility to manage its ownership and use of the Software including complying with any License terms, retaining copies of License agreements and other ownership documentation, monitoring License renewal and expiration dates, and renewing or terminating such Licenses. In the event Marco needs to access Client's software, Client grants Marco, at no charge, the right to access and use any Client-owned or developed software systems required by Marco to provide the Product specified in any Product Agreement.
- 10. Warranty.** Marco represents and warrants that it will provide the Services in a good and workmanship-like manner and that the Services will meet any applicable generally accepted industry standards. Client must provide a written notice to Marco within ten (10) days after the delivery of the Services ("Warranty Period") describing any breach of the foregoing warranty in sufficient detail to allow Marco to correct and redeliver

those Services. Marco shall as its sole obligation and Client's exclusive remedy for any breach of the foregoing warranty use commercially reasonable efforts correct any non-compliance reported to Marco by Client in writing during the Warranty Period. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, MARCO PROVIDES ALL THE PRODUCTS AND MARCO PROPERTY "AS IS" AND MARCO DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND RELATING TO THE PRODUCTS AND MARCO PROPERTY, EXPRESS OR IMPLIED, STATUTORY OR OTHER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ALL WARRANTIES WHICH ARISE FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT NO TECHNOLOGY IS FOOLPROOF OR IMMUNE FROM ATTACK. MARCO CANNOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCTS AND MARCO PROPERTY, OR ANY RESULTS OR USE THEREOF WILL OPERATE WITHOUT INTERRUPTION, SECURELY, ERROR FREE, WITHOUT DEFECT, FREE OF HARMFUL CODE, THIRD PARTY DISRUPTION OR THAT MARCO WILL CORRECT ALL DEFECTS. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH MARCO SHALL NOT BE HELD LIABLE.

No statement or writing of any Representatives of Marco will create any warranty whatsoever not set forth in this Agreement.

Client represents and warrants that it will not use, nor will it allow any third parties under its control to use, the Products for high-risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

Client shall not make any representations or warranties on behalf of Marco to any third party. Client shall be solely responsible and liable for any representations or warranties that Client makes to any third-party regarding Marco, the Products, or any other aspect of this Agreement.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement; (b) it is in compliance and will continue to comply during the term of this Agreement, with all laws and regulations applicable to such Party; and (c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable Product Agreement. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable Product Agreement.

- 11. Intellectual Property.** Each Party is, and shall remain, the exclusive owner of its respective Intellectual Property and Confidential Information, whether existing prior to or created following the Effective Date of this Agreement. If not subject to a separate License, Marco hereby grants Client a non-exclusive, royalty-free license solely during the Term of this Agreement to use Marco Intellectual Property delivered to Client and designated for use with the Products, solely and only to the extent necessary for using the Products. Except as provided herein, nothing in this Agreement or any Product Agreement shall be construed as transferring the rights to ownership or use of either Party's Intellectual Property or Confidential Information to the other Party, its Representatives or any third party. Any Intellectual Property developed by Marco in the performance of this Agreement shall be the sole property of Marco. Without limiting the generality of the foregoing, Marco will retain all right, title and interest in all of Marco's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, processes, including, without limitation,

generally-applicable software and code (and related components), independently-developed software and code (and related components), and any Intellectual Property rights in any of the foregoing, whether possessed by Marco prior to, or acquired, developed, or refined by Marco during performance of this Agreement. Client acknowledges and agrees that Marco may provide consulting services to, or prepare materials for, third parties that may be the same or similar to the Products provided to Client under this Agreement.

12. **Confidential Information.** During the term of this Agreement each Receiving Party shall use reasonable, industry standard physical, technical, and administrative controls to protect and maintain the confidentiality of and use the Disclosing Party's Confidential Information only for carrying out Receiving Party's rights and performing its obligations under this Agreement and the applicable Product Agreement(s). Receiving Party shall disclose Disclosing Party's Confidential Information only to Receiving Party's Representatives who need to know the information in order to carry out this Agreement and the applicable Product Agreement(s), and who are bound to enforceable confidentiality obligations consistent with this Agreement. Receiving Party shall cause its Representatives to be bound by and comply with this Section and Receiving Party shall be liable to the Disclosing Party for Receiving Party's Representatives' noncompliance. Each Party's confidentiality obligations shall survive this Agreement for so long as the Confidential Information disclosed under this Agreement remains confidential (other than due to a breach of this Agreement by Receiving Party).

If Receiving Party becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any of Disclosing Party's Confidential Information, then Receiving Party shall (if legally permitted) notify Disclosing Party of the requirement promptly in writing so that Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Disclosing Party waives in writing compliance with the terms hereof, then Receiving Party shall furnish only that portion of the information which Receiving Party is advised by written opinion of counsel is legally required and Receiving Party will exercise reasonable efforts to obtain confidential treatment of such information.

Client acknowledges that the Equipment it has received may be equipped with technology that may store personal data and Confidential Information and Client understands the privacy and information security risks associated with personal and Confidential Information that may be stored on the Equipment. Client acknowledges and agrees that Client is solely responsible for safeguarding any personal and Confidential Information and agrees to indemnify and hold Marco harmless from any loss, misappropriation, or breach of the personal and Confidential Information that may be stored on the Equipment.

Marco uses, processes, and stores private Information according to its Privacy Policy located at <https://www.marconet.com/legal>.

13. **Disclosure Notification.** If either Party becomes aware of an unauthorized disclosure of Confidential Information, they shall notify the other Party within three (3) business days. Both Parties acknowledge that a violation of their confidentiality obligations may cause severe and irreparable injury, which injury may not be adequately compensable by monetary damages. Accordingly, in the event of a violation (or threatened or attempted violation) of a Party's confidentiality obligations, either Party shall, in addition to any other legal and equitable rights and remedies, be entitled to seek immediate appropriate injunctive relief, or a decree of specific performance.
14. **Communication and Notices.** Notices, requests and consents under this Agreement including requests for termination of Services under any Product Agreement shall be provided in writing to the Parties at the address(es) provided below, or to such other address(es) as is provided in writing and are effective upon personal delivery; or three (3) days' after posting by certified mail, return receipt requested; or the day after being sent by verified delivery overnight courier with trackable delivery (e.g., FedEx). In the case of Client, a

copy of notices requesting termination of Services shall be sent contemporaneously by email and U.S. Mail to the addresses below.

MARCO: Legal Counsel
Marco Technologies, LLC
4510 Heatherwood Road
St. Cloud, MN 56301

COPY TO: LEGALSERVICES@MARCONET.COM

15. **Indemnification.** Subject to the limitations set forth herein, each Party shall defend, indemnify and hold harmless the other and its Representatives from and against third party (other than an indemnitee affiliate) demands, claims, actions, suits, or similar proceedings ("**Claim(s)**") for Losses, as defined below, to the extent caused by (a) the indemnifying Party's negligent, reckless, or willful acts or omissions; (b) real property damage or personal injury, including death; and (c) a breach of either parties representations and warranties, to the extent not limited by sole and exclusive remedy language in this Agreement.

Marco shall defend, indemnify, and hold harmless Client from and against any and all Losses awarded against Client in a final judgment or in a Marco-approved settlement, arising out of or resulting from any Claim by a third party against Client that any of the Services or Marco-owned deliverables or Client's receipt or use thereof knowingly infringes any Intellectual Property Right of a third party existing as of the date of delivery of the applicable Services or Marco-owned deliverables and arising under the laws of the United States ("**IP Claim**"), provided however, Marco shall have no obligations under this **Indemnification** Section with respect to any IP Claims or Losses to the extent arising out of: (i) modification of the Services or deliverables other than with Marco's express prior written authorization and in strict accordance with Marco's written directions and specifications; (ii) any Client Materials; (iii) Marco's compliance with any requested features, functionality, designs, plans, specifications, requirements, or instructions provided by or on behalf of Client, whether in a Product Agreement, in connection with preparation of a Product Agreement, or otherwise; (iv) combination, operation, or use of the Services or deliverables in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Marco or specified for Client's use in the Services; (v) use of the Services or deliverables by Client after Client was notified of the allegedly infringing activity or after being informed of modifications that would have avoided the alleged infringement; (vi) Services or deliverables not used in accordance with the terms and conditions of this Agreement and the applicable Product Agreement; (vii) any Resold Products or other third-party owned materials (including, without limitation, any "open source" materials), (viii) staff augmentation Services or other similar activities whereby Marco is providing support services and working at Client's direction, (ix) use of the Services or deliverables by any third-party or by or on behalf of Client that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to Marco's instructions; (x) negligence, abuse, misapplication, or misuse of the Services or deliverables by or on behalf of Client or a third party; or (xi) Losses for which Client is obligated to indemnify Marco pursuant to this **Indemnification** Section. For purposes of clarity, Client is solely responsible for ensuring that: (A) any features, functionality, designs and other specifications of any Products requested by Client does not infringe the rights of third parties; and (B) Client's compliance with all laws applicable to Client and Client's business (including, without limitation, Client's use of any deliverables). If one or more of the Services or deliverables are determined to, or are believed by Marco to, infringe the rights of a third party, Marco may, at its sole option, elect to: (I) modify or replace the Services or deliverable(s), in whole or part, to seek to make the Services and/or deliverables non-infringing, while providing materially equivalent features and functionality, and such modified or replacement deliverable shall constitute a Deliverable under this Agreement; (b) obtain the right for Client to continue to use the Deliverable(s) materially as contemplated by this Agreement or an applicable SOW; or (c) if none of the foregoing is, in Marco's discretion, commercially practicable, terminate this Agreement or the affected Product Agreement(s) in its entirety or

with respect to the affected part or feature of the Services or deliverable, effective immediately upon written notice to Client, in which event Client shall cease all use of such Services and deliverables immediately upon receipt of Marco's notice, and Marco shall promptly refund to Client the fees paid by Client for such deliverable(s), for any period after the date of such termination.

Client shall defend, indemnify and hold Marco and its Representatives harmless from and against all Claims and any Losses arising from or relating to: (a) Marco's use or reliance upon any Client Materials or any other plans, specifications, content and materials (including, without limitation, any software, hardware, data and networks) provided by or on behalf of Client in connection with the Products; (b) Client's violation of any law, rule or regulation applicable to Client; or (c) any dispute or other proceeding (including, without limitation, response to any third-party subpoena, but excluding any dispute between Client and Marco) in which Marco becomes involved (even if only as a non-party or third-party participant) as a result of the Products and/or Marco's performance of this Agreement, including reimbursement of Marco's time and expenses (including reasonable external and internal legal costs) incurred to respond to any request or participate in any proceedings. In (c) above, Client agrees to pay Marco the hourly rates of Marco professionals for time spent preparing for and participating in responding to and participating in subpoenas, depositions, other discovery, litigation, hearings and dispute resolution proceedings in whatever form they may take.

As soon as practicable, the Party requesting indemnification shall notify the indemnifying Party of its potential right to defense and indemnification in a writing detailing the basis for the request and the third-party Claim; provided that the failure to give notice within that time shall relieve the indemnifying Party of its obligations under this Section only to the extent that the indemnifying Party is actually prejudiced by such failure. If it accepts the defense, the indemnifying Party shall control the defense and resolution of the Claim, including the selection and retention of counsel. The Party requesting indemnification shall cooperate in the defense and resolution of any Claim at the expense of the indemnifying Party. Failure to provide such cooperation shall relieve the indemnifying Party of its obligations under this Section. The Party requesting indemnification may participate in and observe the defense and resolution of any Claim with its own counsel at its sole cost and expense. The indemnifying Party shall not settle the Claim in a manner that materially adversely affects the indemnified Party without its consent, which shall not be unreasonably withheld.

THIS INDEMNIFICATION SECTION STATES THE ENTIRE LIABILITY OF MARCO, AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

- 16. Limitation of Liability.** IN NO EVENT SHALL MARCO OR ITS REPRESENTATIVES BE LIABLE TO CLIENT, ITS REPRESENTATIVES OR ANY THIRD PARTY FOR CLAIMS OR LOSSES RESULTING FROM, ARISING FROM, OR RELATING TO: (A) CLIENT'S OR ITS REPRESENTATIVES' VIOLATION OF THIS AGREEMENT OR ANY PRODUCT AGREEMENT, DELAY OR FAILURE TO PERFORM ANY OBLIGATIONS THEREUNDER, ACTIONS OR DIRECTIONS WHICH AFFECT MARCO'S ABILITY TO PROVIDE, OR ABILITY TO USE THE PRODUCTS, (B), ANY SUSPENSION, DOWNTIME, SERVICE LIMITATIONS, REMEDIATION, OR DEFECTS; (C) ANY LOSS OF PRODUCTION, USE, DATA, BUSINESS, REVENUE, SAVINGS, GOODWILL, SOFTWARE, HARDWARE, OR PROFIT; (D) ANY GOOD FAITH ACTION OF MARCO IN PERFORMING THIS AGREEMENT (FOR EXAMPLE, TAKING STEPS TO PROTECT A CLIENT NETWORK IN THE PERFORMANCE OF MANAGED SECURITY SERVICES); (E) MARCO'S AND ITS REPRESENTATIVES' COMPLIANCE WITH ANY DIRECTION OR INSTRUCTION OF CLIENT OR ITS REPRESENTATIVES, OR (f) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORIES WHATSOEVER, AND REGARDLESS OF HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES WERE FORESEEABLE.

IN NO EVENT SHALL MARCO AND ITS REPRESENTATIVES' COLLECTIVE AGGREGATE LIABILITY FOR ANY CLAIMS OR LOSSES (AS DEFINED ABOVE AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY) EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO MARCO IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE LAST EVENT UNDER THE PRODUCT AGREEMENT WHICH GAVE RISE TO THE CLAIM(S).

EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CLIENT FOR THE SERVICES WOULD HAVE BEEN HIGHER.

17. Term and Termination.

17.1 This Agreement. This Relationship Agreement shall commence on the Effective Date and remain in effect until terminated by either party as provided in this **Term and Termination** Section.

17.2 Product Agreement. The term of each Product Agreement shall be as specified in that Product Agreement.

17.3 Termination for Convenience. Either Party may terminate this Relationship Agreement for convenience at any time upon written notice to the other Party. If there are any active Product Agreements, termination shall be effective upon the expiration or termination of the last Product Agreement. If there are no active Product Agreements, termination shall be effective upon receipt of the written notice.

17.4 Termination for Breach. Either Party may terminate this Agreement or any individual Product Agreement in accordance with the following:

i. **Cure.** If the other Party breaches any material provision of this Agreement or any Product Agreement and fails to cure such breach within thirty (30) days of receipt of notice of such breach from the non-breaching Party ("Cure Period"). The notice from the non-breaching Party shall specify the basis on which the Agreement or Product Agreement is being terminated, including a description of the breach and how the breach can be cured within the Cure Period. If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the thirty-first (31st) day following receipt of such notice by the breaching Party.

ii. **No Opportunity to Cure.** If: (a) the other Party breaches any representation or warranty in this Agreement; (b) any representation or warranty is inaccurate, incomplete, false or misleading in any material aspect; or (c) the breach is of a type or nature that is not capable of being cured within such time period (such as, by way of example and not limitation, an obligation relating to Confidential Information), the non-breaching party may immediately terminate this Agreement any affected Product Agreement. The notice from the non-breaching Party shall specify the basis on which the Agreement or Product Agreement is being terminated, including a description of any breach. Termination shall be effective immediately upon receipt of such notice by the breaching Party.

17.5 Termination for Financial Insecurity. Either Party may terminate this Agreement and all Product Agreements upon written notice if the other Party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization.

Termination shall be effective upon receipt of the written notice.

17.6 Suspension of Products or Credit. Marco may suspend, terminate, repossess or otherwise deny Client and any of its Representatives access to or use of the Products (collectively, "Suspension") and suspend or terminate Client's credit ("Credit Hold") without liability if: a) it is required by law to do so; b) if Client materially breaches this Agreement or any Product Agreement or (c) Client fails to make any payment when due. Upon Suspension, Client shall immediately cease, and cause its Representatives to cease, access and use of the Products, until further notice from Marco. Any Suspension or Credit Hold shall not terminate this Agreement or any Product Agreement, nor relieve Client from its payment obligations, which shall continue during any Suspension or Credit Hold, provided that nothing in this paragraph will limit either party's termination rights under any other provision of this Agreement.

17.7 Effect of Termination or Expiration. Upon termination or expiration of this Agreement or a Product Agreement, except as expressly identified under this **Effect of Termination or Expiration** Section: (i) Client shall no longer have access rights, privileges, and authorizations to the Services; (ii) at its sole expense, Client shall: (A) cease using Marco Property, the Services, Software, and any Incidentals (not owned by Client); (B) uninstall and return the Software; (C) return the Marco Property; and (D) take all necessary measures to ensure that it will have access to its data independent from Marco; (iii) following the Disclosing Party's request, the Receiving Party shall return or destroy (and certify the return or destruction of) the Disclosing Party's Confidential Information and all copies or embodiments thereof, as directed by the Disclosing Party, and (iv) Client shall immediately pay all amounts due to Marco. Notwithstanding the foregoing sentence, Marco may retain (but not use) copies of Client's Confidential Information that may be embedded in back-up or archival systems or storage media, to the extent that such copies are not readily divisible from other data, provided that such copies are maintained as Confidential Information in accordance with this Agreement. In addition, Marco may retain computer records or files containing Confidential Information that have been created solely by its automatic archiving and back-up procedures or as allowed or required by Applicable Law, but not for any other use or purpose. Marco shall retain such records confidentially and securely in accordance with the terms of this Agreement and Marco's established data governance policies. Any off-boarding, data extraction, and/or migration services Marco provides, including those that are the subject of a separate Product Agreement, shall be subject to and governed by the terms of this Agreement. Client shall pay the manufacturer's suggested retail price for any Marco Property which Client fails to return within thirty (30) days of termination or expiration of the applicable Product Agreement.

18. Changes to Products. Marco reserves the right in its sole discretion to make changes to the Products and Marco Property to maintain or enhance the quality, delivery, efficiency, effectiveness or performance thereof to its clients, provided such changes do not materially reduce the functionality of such Products and Marco Property. Either Party may request changes to its rights or obligations under a Product Agreement by providing the other a writing detailing the requested change through the project manager identified in the affected Product Agreement. The Party receiving the request shall respond in a writing either detailing the terms and conditions which apply to the requested change or denying the request.

19. Dispute Resolution, Venue, and Governing Law. If a dispute arises out of or relates to this Agreement or any Product Agreement, the Parties agree to engage management in direct discussions in good faith to attempt to resolve the dispute. If a resolution cannot be reached through such discussions, the Parties agree to engage in nonbinding mediation to attempt to resolve the dispute. If mediation fails, the dispute will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Stearns County,

Minnesota. The arbitrator's decision will be final and binding. Without limiting the foregoing, the Parties agree that no arbitrator has the authority to award relief in excess of what this Agreement or the applicable Product Agreement provides. All claims shall be arbitrated individually. Client shall not bring or join any class action of any kind in court or in arbitration. Nothing in this Section shall prohibit either party from seeking injunctive relief from any authority authorized by law to grant it. This Section does not prohibit Marco from enforcing any claim for payment in any court or other forum. **THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL ARISING OUT OF THIS AGREEMENT OR ANY PRODUCT AGREEMENT.** This Agreement and all Product Agreements shall be governed by the laws of Minnesota without regard to choice or conflicts of law principles.

20. **Assignment, Successors, Beneficiaries.** Client may not transfer, sell, or, assign, this Agreement, any Product Agreement, or any right or obligation arising thereunder, in whole or in part, without the written consent of Marco, including, without limitation, by operation of law, upon plan of merger, or upon Client being acquired or selling substantially all of its assets. Marco may transfer or assign this Agreement, any Product Agreement in whole or in part, without notice or Client's consent. The Parties agree that there shall be no third-party beneficiaries to this Agreement or any Product Agreement. Subject to the foregoing, this Agreement and any Product Agreement(s) shall be binding on and inure to the benefit of the Parties successors and permitted assigns.
21. **Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement or any Product Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Unless expressly provided herein or in a Product Agreement, neither Party shall have the authority to act on behalf of or to bind the other.
22. **Export Compliance.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury.
23. **Insurance.** Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability, cyber liability insurance, and other types of insurance and amounts of coverage each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located, and, except as set forth in this Agreement or any Product Agreement, each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.
24. **Subcontractors.** Marco may engage subcontractors to perform services under any Product Agreement. Except as provided herein, Marco shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
25. **Employee Assignments.** Marco may assign or reassign employees in its sole discretion to perform the Services for Client.
26. **Publicity.** Marco may publicize its business relationship with the Client and the nature of the Services performed for Client, in its discretion.

27. **Non solicitation.** Each Party agrees not to, during the term of this Agreement and for a period of one (1) year thereafter, directly or indirectly solicit, hire, or otherwise engage with in any like activity in any manner whatsoever, any of the other Party's employees that (i) worked directly or indirectly in connection with this Agreement or any Product Agreement during the term of this Agreement or any Product Agreement, or (ii) about which the Party obtained personnel information or other non-public information in connection with this Agreement or any Product Agreement during the term of this Agreement or any Product Agreement. For each breach of the forgoing restrictions, the breaching Party will pay the other Party as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the then-current on-target annual compensation of such employee. It shall not be a violation of this section if a Party's employee responds, without solicitation by the other Party, to a job posting in the general circulation and not targeted toward any particular person.
28. **Force Majeure.** Neither Party shall be liable for or be in breach of this Agreement or any Product Agreement, for failure or delay in performance to the extent caused by circumstances beyond the Party's reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, war, terrorism, strikes or other labor or industrial disturbances, war, epidemic, pandemic, cyberattacks that could not have been reasonably prevented, internet or other system or network outages that could not have been reasonably prevented, governmental action, or interruption of, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, Internet or other services ("**Force Majeure Event(s)**"). At its option, Client may terminate any Product Agreement where the Services thereunder are delayed more than sixty (60) days by a Force Majeure Event(s); provided, however, that Client is not excused from paying Marco for all amounts owed for Services rendered and Products provided prior to the termination of the Product Agreement. A Force Majeure Event may not extend any payment obligation of Client by more than fifteen (15) days.
29. **Severability.** If any provision of the Agreement or any Product Agreement is held invalid by any law, order or regulation of any government or other authority, or by the final determination of any court, such invalidity will not affect the enforceability of any other provisions not held to be invalid. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
30. **Remedies.** Unless and to the extent provided otherwise and subject to the limitations of liability herein, all remedies set forth in this Agreement will be cumulative, in addition to, and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.
31. **Headings, Survival, and No Waiver.** Headings are for convenience only and are not part of this Agreement. Any term in this Agreement or any Product Agreement by its nature designed to survive completion, expiration, or termination of the Agreement or Product Agreement shall so survive. The failure of Marco at any time to require performance by Client of any provisions of this Agreement or a Product Agreement will in no way affect Marco's right to require performance of that provision nor be construed as a waiver of any Marco right under this Agreement or the Product Agreement.
32. **Counterparts and Electronic Signatures.** This Agreement and any Product Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will

constitute one and the same instrument. The execution and delivery of counterparts may be accomplished by email or facsimile signatures. The Parties agree that the electronic signature of a party to this Agreement, including exchange of counterparts by portable document format (pdf), shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

- 33. Entire Agreement and Amendment.** This Agreement (including its Exhibits) and the applicable Product Agreement(s) constitute the entire understanding between the Parties relating to the subject matter thereof and supersede and replace any and all prior discussions, agreements, understandings, promises, and representations whatsoever, whether oral or written, express or implied, between the Parties. Purchase or work orders or other similar writings (regardless of their date) of Client or a third party on Client's behalf shall not change or supplement this Agreement or any Product Agreement and shall not be binding on Marco or its Representatives whatsoever. Except as expressly stated herein, no modification or amendment to this Agreement or any Product Agreement will be effective unless in writing and signed by a duly authorized representative of both Parties.

Version: March 11, 2022

**EXHIBIT A:
TERMS SPECIFIC TO RESOLD PRODUCT SALES ONLY**

This Exhibit A: Terms Specific to Resold Product Sales Only applies to any order for software, hardware, or ("Resold Products") made by Client, pursuant to a quotation issued by Marco ("Quotation"). As used in this Exhibit A, the term "Services Sold by Part Number" refers to services, which although ordered from Marco, are procured from, and supplied by, a third party (i.e., Marco does not directly perform or control the work) and are therefore considered Resold Product. Any such orders shall be subject to the terms and conditions of this Exhibit A.

1. Product Returns and Warranty Assistance.

- (a) Client acknowledges that Marco is reselling all Resold Products purchased by Client and that Resold Products are manufactured and/or delivered by a third party. Client shall not resell the Resold Products.
- (b) To the extent available, Marco shall, to the extent assignable, pass through to Client the manufacturer's warranties for each Resold Product and agrees to use reasonable efforts to facilitate the manufacturer's return policies. In no event will Marco provide return or warranty coverage for Resold Products beyond that provided by the manufacturer. Resold Products that are accepted for return are subject to the manufacturer's applicable restocking fee(s).
- (c) Client acknowledges that the terms and conditions (including, without limitation, any License) governing the use of Resold Products shall be solely between Client and the manufacturer of such Products.

2. Product Use and Product Warranty Disclaimer. Client will not use the Resold Products for use in life support, life sustaining, nuclear or other applications in which failure of such Resold Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that Marco is not liable for any claim or damage arising from such use.

MARCO MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE RESOLD PRODUCTS. MARCO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE RESOLD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PERFORMANCE, FREEDOM FROM DEFECTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

- 3. Shipment and Risk of Loss for Product Sales.** All shipments of Resold Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery will be the responsibility of Client and Client agrees to pay the same upon invoice. Risk of loss will pass to Client upon delivery of the Resold Products to the common carrier (regardless of who pays such common carrier).
- 4. Permitting Compliance for Resold Products.** Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.
- 5. Price and Payment.** The Price set forth in any SOP is exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for fifteen (15) days unless otherwise specified in the Quotation. Payment is due thirty (30) days from the date of the invoice, which will be sent upon shipment of the Resold Product. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to Marco until Marco receives complete payment from such third party.

- 6. Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product, or related software or technology, to: (a) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List promulgated by the United States federal government, a downloadable file of which is accessible as of the Effective Date at http://export.gov/ecr/eg_main_023148.asp (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by all applicable laws and regulations. Client certifies, represents and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Resold Products by Marco, Client acknowledges that it is not relying on Marco for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, Marco from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.
- 7. Cancellation.** The purchase of Resold Products may be canceled by Client only upon written approval of Marco and upon terms that indemnify Marco against all losses related to such cancellation.
- 8. Limitation of Liability.** **NO MONETARY RECOVERY IS AVAILABLE FROM MARCO FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL MARCO'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE RESOLD PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. MARCO WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE RESOLD PRODUCT, OR IN ANY WAY CONNECTED TO THIS EXHIBIT A, EVEN IF MARCO HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.**



REQUEST FOR BOARD ACTION

Requested Board Date:	December 27, 2022	Originating Dept.:	Admin
Preferred 2nd Date:			
Discussion Item:	Presenter: Vicki K		
Appoint Sheriff for retirement vacancy	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:

Appoint Chief Deputy Jason Jacobson as interim Sheriff for January 1 & 2, 2023 and set salary at Grade 21, Step 1 \$53.88

Background Information:

County Attorney Peterson is recommending the Board appoint an interim Sheriff due to Sheriff Hanson's retirement on December 12-31-22. Because Sheriff Elect Jason Jacobson does not become the official Redwood County Sheriff until the Oath of Office is administered on January 3, 2023, the county would be without a Sheriff for 2 days.

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 ****

Vicki Knobloch Kletscher

From: Stark, Carli <cstark@mncounties.org>
Sent: Friday, December 9, 2022 11:37 AM
To: Hilgart, Matthew; Suurmeyer, Jill
Subject: AMC Community Supervision County Resolution
Attachments: Probation Funding One-Pager December 2022.pdf; CSWG_County Resolution_20221208.docx

SECURITY NOTICE:

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact support.

To: County Administrators/Managers/Coordinators
From: Carli Stark, AMC Public Safety Policy Analyst
RE: Community Supervision County Resolution

At the AMC Board of Directors meeting on December 4, the Board approved legislative priorities for the 2023 legislative session. As in 2022, a change in the funding formula for Community Supervision and increased appropriations is one of the top priorities for the Board this year.

The AMC Board also passed a motion to encourage all 87 county boards to adopt a resolution in support of the formula change and a significant increase in appropriations from the legislature. A draft of the resolution is attached with an information sheet explaining the funding system and the work AMC has been doing to fix the funding issues at the legislature.

As you discuss the resolution with your respective board members, please feel free to reach out to me with any questions. If your county does pass the resolution, we would appreciate it if you could send a copy to assist in our legislative efforts.



Carli Stark
Public Safety Policy Analyst, Association of Minnesota Counties (AMC)
Director, Minnesota Association of Community Corrections Act Counties (MACCAC)
(O) 651-789-4335
(C) 612-414-1869
cstark@mncounties.org
125 Charles Ave.
Saint Paul, MN 55066

Redwood County Board of Commissioners

403 South Mill Street

P.O. Box 130

Redwood Falls, MN 56283

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

redwoodcounty-mn.us



RESOLUTION

Endorsing the efforts of the Community Supervision Work Group and urging the legislature to pass a new funding formula and significant appropriation during the 2023 legislative session.

WHEREAS, community supervision is a fundamental part of the criminal justice system in Minnesota and funding sufficient to ensure effective services is vital to public safety in all communities across the state; and

WHEREAS, community supervision includes services such as probation, supervised release, and intensive supervised release; and

WHEREAS, Minnesota's counties provide essential community supervision services both as mandated by M.S. Chapter 244.19 and also as delegated by the Department of Corrections under M.S. Chapter 401; and

WHEREAS, when the Legislature decided that community supervision was best delivered through a state-county partnership, it stated a clear intent that the state would provide significant funding to the counties for the operation of local programs; and

WHEREAS, over the past 20 years, Minnesota has become the state with the lowest level of corrections funding in the nation because the Legislature has not upheld its promise to provide adequate state resources to support community supervision; and

WHEREAS, the Legislature's failure to adequately fund community supervision has increased local property taxes on residents and businesses; and,

WHEREAS, a revised community supervision funding formula is necessary to ensure that all communities in Minnesota have enough state funding to provide a consistent standard for effective, evidence-based community supervision services, regardless of local capacity to pay; and

WHEREAS, the Association of Minnesota Counties assembled the Community Supervision Work Group including county leaders and experts in community supervision from all three supervision delivery systems to study the needs of community supervision departments statewide and develop a single funding formula that is transparent, needs based, and equitable among county and state supervision providers; and,

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3rd District
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Redwood County Board of Commissioners

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WHEREAS, the Community Supervision Workgroup has taken up its charge to convene stakeholders across the three probation delivery systems to oversee a study to create a unified recommendation for an equitable and adequate funding formula and appropriation; and,

WHEREAS, the Board of Directors of the Association of Minnesota Counties that represents the diverse interests of Minnesota's 87 counties, voted to support a new funding formula that provides counties with the resources needed to keep communities safe; now, therefore,

BE IT RESOLVED, the Redwood County Board of Commissioners endorses the efforts of the Community Supervision Work Group and urges the Legislature to pass a new funding formula and significant appropriation during the 2023 legislative session.

Jim Salfer, Board Chair

Vicki Kletscher, County Administrator

1st District

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5th District

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What is Probation?

Probation is one form of community supervision, which is an umbrella term that includes probation, supervised release, and pre-trial services. Many people use the term probation and community supervision interchangeably. Throughout this document, probation is used to refer to all parts of the community supervision system which are defined below.

Pre-Trial Supervision

Pretrial supervision is community supervision of person that has not yet been convicted of a crime. Agents ensure clients show up to court, comply with conditions of release, and connect them with voluntary services like substance use disorder and mental health treatment.

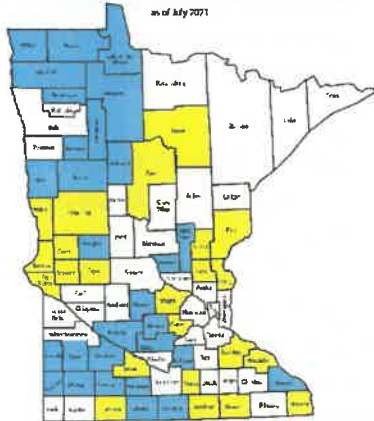
Supervised Release

Community supervision for those who committed felony offenses are released from prison on their court-ordered release date. In Minnesota, state law requires most people serve two-thirds of their sentence in prison and one-third in the community under supervision. Some people who require greater supervision are placed on intensive supervised release.

Probation

A community supervision sanction imposed on a person by the court as an alternative to or in conjunction with confinement or intermediate sanctions. They may be convicted of felony, gross misdemeanor, or misdemeanor offenses

Correctional Delivery Systems



There are three probation delivery systems in Minnesota that use a combination of state and county provided services. **Counties provide about 80% of the probation and supervised release services in the state and the Department of Corrections (DOC) provides the other 20%.**

- **DOC**
State Corrections Department provides all supervision services.
- **DOC/CPO**
State Corrections Department provides services for adult felons; county provides services for juveniles/adult non-felons.
- CCA**
Community Corrections Act provides all supervision services.

How is Probation Funded in Minnesota?

Every probation delivery system has its own method of funding.

- The DOC receives a direct agency appropriation from the Legislature and is included in the Governor's budget request to the Legislature. The Legislative funding is the main source of funding for the DOC. For DOC contract counties, the DOC provides all supervision services and bills the county for juvenile and adult non-felony cases. The county is eligible for a 50% reimbursement of costs just like the CPO Counties described in the next paragraph.
- CPO counties provide and pay for probation services for juveniles and adult non-felons, which is reimbursable up to 50% from the DOC. If the Legislature does not appropriate enough money to the DOC to reimburse the entire 50% of costs, the DOC pro-rates the reimbursements. CPO counties have not received the complete reimbursement amount since the 1990's.
- CCA counties receive a subsidy from the Legislature after it passes through the DOC budget. The subsidy is distributed to the CCA counties through a complicated formula considering population, case filings, criminal defendants that are not sent to prison, and adjusted net tax capacity. In most counties, the state subsidy does not cover more than 1/3 of costs for probation that is provided by the county on behalf of the DOC — well below the intended 50% cost-share by the state.

The Problem – Confusion and Underfunding

The three different funding mechanisms used to fund Minnesota's probation systems are not only difficult to understand but also create inequalities in service and outcomes. Every year, the three delivery systems approach the Legislature separately for funding to provide an essential public safety service. Counties are at a disadvantage because they are not at the table as a state agency therefore, they must rely on the DOC to include county funding in the governor's proposed budget. If that does not happen, counties must bring an independent bill to ask for funding. When choosing between the state budget and county subsidies and reimbursements, legislators often cut the county funding proposals, which means that counties – who deliver more than 80% of the State's probation services – are consistently underfunded. Even when the DOC field services budget gets an increase, it has not been enough to hire additional field agents.

Minnesota is last in the nation when it comes to general fund spending on corrections. The impact is felt severely by smaller counties with fewer resources. Without proper resources, probation staff cannot do their job effectively which impacts public safety in every county regardless of delivery system.

The Solution – More Funding and a New Formula Created by Counties

AMC has gone to the Legislature year after year for funding to support better outcomes but has been unsuccessful in obtaining any meaningful changes. Until the outdated formula and funding structure are amended, counties will be required to make up the difference between what the state provides and what public safety necessitates through increased property tax levies. Counties have the solution and are unified in their proposal to fix the probation funding formula.

The AMC Community Supervision Workgroup is creating a better probation funding formula to apply one method of funding for all counties. All three probation delivery systems are retained in this proposal, preserving county choice. The simplified formula will be based on data from a workload study that is currently underway and will be used to calculate the actual cost for probation. The workload study is tracking the work of agents throughout the state to determine how many staff are required to provide evidence-based practices throughout the state. Once the required staffing is determined, the Workgroup determine the daily cost of probation for each case which will be the basis for legislative appropriations. This will ensure that counties are part of the same funding stream as the DOC, so the entire system is funded as part of the state budget. **There will be a substantial appropriation request in addition to the proposed formula to ensure that all counties can maintain a base level of probation** and evidence-based practices that are proven to reduce the rate of reoffence.

The Resolution

AMC is asking for the support of all 87 counties to support the efforts of the Community Supervision Workgroup to create a more effective probation system in Minnesota. A resolution by all 87 counties is a message to legislators that they can no longer ignore this critical aspect of Minnesota's public safety system and must do their job in 2023 by passing a new formula and accompanying funding.

If you have questions or would like more information, please contact Carli Stark, AMC Public Safety Policy Analyst and MACCAC Director, at 651-789-4335 or cstark@mncounties.org.

December 2022



REQUEST FOR BOARD ACTION

Requested Board Date: December 27, 2022	Originating Dept.: Admin
Preferred 2nd Date:	
Discussion Item: Credit Card for Assessor Jacobson	Presenter: Vicki K
	estimated time needed:
Board Action: <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorize Credit Card for Assessor Jesse Jacobson

Background Information:

[Empty text box for background information]

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty text box for administrators comments]

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 27, 2022	Originating Dept.:	Admin
Preferred 2nd Date:			
Discussion Item:	Presenter: Vicki K		
Appoint Sheriff for retirement vacancy	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:

Appoint Chief Deputy Jason Jacobson as interim Sheriff for January 1 & 2, 2023 and set salary at Grade 21, Step 1 \$53.88

Background Information:

County Attorney Peterson is recommending the Board appoint an interim Sheriff due to Sheriff Hanson's retirement on December 12-31-22. Because Sheriff Elect Jason Jacobson does not become the official Redwood County Sheriff until the Oath of Office is administered on January 3, 2023, the county would be without a Sheriff for 2 days.

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 ****

2023 Liquor License Application

Redwood County, Minnesota

Staples Enterprises Inc dba Expressway, Sanborn

-Township of Charlestown

Tracy Country Club Inc dba Tracy Country Club

-Township of Springdale

Board of Commissioner's Approval

County Auditor Approval

OFF SALE LICENSE

License is hereby granted to

Staples Enterprises, Inc. Doing Business As **Expressway, Sanborn**

to sell at retail

3.2 Beer for Consumption OFF Premises

Located at intersection of Highway's 14 & 71 in the
Township of Charlestown, County of Redwood, State of Minnesota

Commencing JANUARY 1, 2023 **AND Terminating** DECEMBER 31, 2023 AT MIDNIGHT.

This license is granted pursuant to application and payment of fee therefore and is subject to all the provisions and conditions of the laws of the state and of the federal government pertaining to such sale, and is revocable for the violation thereof. Not transferable.

Witness the **Governing Body** of the COUNTY of REDWOOD and the seal thereof this 28TH day of DECEMBER, 2021.

By:

Redwood County Board of Commissioners, Chairperson

Attest:

Redwood County Auditor-Treasurer

No. 64-23-13

Fee \$ 850.00



County REDWOOD

COUNTY LIQUOR LICENSE - "ON SALE"

THIS CERTIFIES THAT:

LICENSEE TRACY COUNTRY CLUB INC

TRADE NAME TRACY COUNTRY CLUB

STREET ADDRESS OR LOT AND BLOCK NO 10752 US HWY 14 TRACY MN 56175

Is authorized to sell intoxicating liquor at on sale subject to the laws and regulations of the State of Minnesota and municipal ordinances for the period beginning JANUARY 1 2023 to DECEMBER 31 2023

THIS LICENSE IS APPROVED

Chair Person or President
Given under my hand and the Corporate Seal of

Date

Alcohol & Gambling Enforcement Director Date

CLERK or Recorder

PS90381 (10/03)



REQUEST FOR BOARD ACTION

Requested Board Date:	12-27-2022	Originating Dept.:	RRRSWA
Preferred 2nd Date:			
Discussion Item:	Presenter: Vicki Knobloch-Kletscher		
2023 Solid Waste Hauler Licenses	estimated time needed:	5 Minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve yearly Solid Waste Hauler Licenses for the following:
 Clobes Sanitation
 Renville Sibley Sanitation
 River View Sanitation
 Southwest Sanitation
 West Central Sanitation

Background Information:

Since the 1970's, Redwood County has required its' haulers to apply and obtain a Solid Waste Haulers License from the County. At this time, I'd like to ask the Board for approval.

Each license requires a \$50.00/truck fee. \$2,500 was collected for 2022 licensing, but that amount can fluctuate each year with the number of trucks each hauler chooses to license.

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 ****

SOLID WASTE HAULERS LICENSE

Pursuant to Section V, Subd. 5, Solid Waste Ordinance of the
County of Redwood, State of Minnesota,

Southwest Sanitation

is authorized and is granted this license to collect and haul solid
waste for hire within the County of Redwood, State of Minnesota,
for and during the year ending December 31, 2023.

Dated, this 27th day of December, 2022

BOARD OF REDWOOD COUNTY COMMISSIONERS

By: _____
Chairperson

SOLID WASTE HAULERS LICENSE

Pursuant to Section V, Subd. 5, Solid Waste Ordinance of the
County of Redwood, State of Minnesota,

Renville Sibley Sanitation

is authorized and is granted this license to collect and haul solid
waste for hire within the County of Redwood, State of Minnesota,
for and during the year ending December 31, 2023.

Dated, this 27th day of December, 2022

BOARD OF REDWOOD COUNTY COMMISSIONERS

By: _____
Chairperson

SOLID WASTE HAULERS LICENSE

Pursuant to Section V, Subd. 5, Solid Waste Ordinance of the
County of Redwood, State of Minnesota,

West Central Sanitation

is authorized and is granted this license to collect and haul solid
waste for hire within the County of Redwood, State of Minnesota,
for and during the year ending December 31, 2023.

Dated, this 27th day of December, 2022

BOARD OF REDWOOD COUNTY COMMISSIONERS

By: _____
Chairperson

SOLID WASTE HAULERS LICENSE

Pursuant to Section V, Subd. 5, Solid Waste Ordinance of the
County of Redwood, State of Minnesota,

River View Sanitation

is authorized and is granted this license to collect and haul solid
waste for hire within the County of Redwood, State of Minnesota,
for and during the year ending December 31, 2023.

Dated, this 27th day of December, 2022

BOARD OF REDWOOD COUNTY COMMISSIONERS

By: _____
Chairperson

SOLID WASTE HAULERS LICENSE

Pursuant to Section V, Subd. 5, Solid Waste Ordinance of the
County of Redwood, State of Minnesota,

Clobes Sanitation

is authorized and is granted this license to collect and haul solid
waste for hire within the County of Redwood, State of Minnesota,
for and during the year ending December 31, 2023.

Dated, this 27th day of December, 2022

BOARD OF REDWOOD COUNTY COMMISSIONERS

By: _____
Chairperson



REQUEST FOR BOARD ACTION

Requested Board Date:	December 27, 2022	Originating Dept.:	RRRSWA
Preferred 2nd Date:			
Discussion Item:		Presenter:	Admin/Groebner/Forkrud
Renville County Retention payment bill to Redwood County		estimated time needed:	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve/Deny payment request from Renville County to pay for 1/2 of RRRSWA employees retention payment made by Renville County

Background Information:

Renville County authorized retention pay during the COVID-19 Pandemic in January, 2022 and June, 2022. Renville County Administrator Herges requested RRRSWA Executive Director Mitchell to add an item to the RRRSWA Board agenda in December to approve these payments to (3) RRRSWA staff and determine how to fund them. E.g., both counties contribute 1/2 the cost (\$1,950) from their ARPA funds with the options as follows: 1. Both counties contribute 1/2 the total retention payment amount from ARPA or other funds \$1,950 each; 2. It's approved by the RRRSWA Board to be paid with RRRSWA funds.

Supporting Documents: Attached None

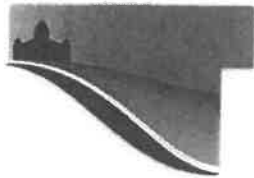
County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Redwood County does not have unspent ARPA funds to pay for this request. This was action taken for Renville County employees by Renville County Commissioners. It seems Redwood County should not expend additional Redwood County taxpayer dollars to fund a Renville County decision, however, Redwood is a member of the RRRSWA Joint Powers Agreement. Redwood County has Assigned Reserves in its Solid Waste account should the Redwood County Board approve to pay this expenditure. Redwood County did NOT extend any retention pay to its county employees.

Reviewed by Administrator: Yes No

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



Renville
COUNTY
Service · Stewardship · Shared Responsibility

Randy Kramer, Chair
Renville County Board of Commissioners
Renville County Government Services Center
Suite 315
105 South 5th Street
Olivia, MN 56277-1484

Phone: 320-523-3710

**RESOLUTION 01-22
RETENTION PAY DURING THE COVID-19 PANDEMIC**

WHEREAS, Renville County has been dealing with a historic pandemic since 2020; and

WHEREAS, Renville County employees have been expected to continue to provide services during this pandemic.

NOW, THEREFORE, the Renville County Board of Commissioners authorizes a one-time retention payment of \$500 to every full-time and part-time employee scheduled to work sixteen (16) or more hours per week who are employees of Renville County as of January 1, 2022 and continue to work in full-time or part-time status through April 1, 2022.

The foregoing Resolution was adopted by the Renville County Board of Commissioners on the 11th day of January, 2022.

Randy Kramer, Chair
Renville County Board of Commissioners

Attest:

Lisa Herges, Renville County Administrator



Renville
COUNTY
Service · Stewardship · Shared Responsibility

Randy Kramer, Chair
Renville County Board of Commissioners
Renville County Government Services Center
Suite 315
105 South 5th Street
Olivia, MN 56277-1484

Phone: 320-523-3710

**RESOLUTION 31-22
SECOND STAFF RETENTION PAYMENT**

WHEREAS, a retention payment of \$500 was made to all full-time and part-time Employees scheduled to work sixteen (16) or more hours per week who were employees of Renville County as of January 1, 2022 and continued to work in full-time or part-time status through April 1, 2022.

NOW, THEREFORE, BE IT RESOLVED that Renville County shall provide a retention payment of \$800 to all full-time and part-time Employees scheduled to work sixteen (16) or more hours per week who are employees of Renville County as of July 1, 2022 and continue to work in full-time or part-time status through December 23, 2022.

BE IT FURTHER RESOLVED that this retention payment shall be included in the December 30, 2022 payroll.

The foregoing Resolution was adopted by the Renville County Board of Commissioners on the 28th day of June, 2022.



Randy Kramer, Chair
Renville County Board of Commissioners

Attest:



Lisa Herges, Renville County Administrator



REQUEST FOR BOARD ACTION

Requested Board Date:
Preferred 2nd Date:

December 27, 2022

Originating Department: Administrator's Office

Discussion Item: Set Elected Official Salaries

Presenter: PETER B
Est. Time Needed: 5 MINUTES

Board Action:	<input checked="" type="checkbox"/> Yes, Action Required	<input type="checkbox"/> No, Informational Only
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Board Action Requested: Set Elected Official Salaries for 2023

Background: In past years Elected Officials have been assigned to a Grade and Step. Based on information learned at past conferences, this practice is not acceptable. Being assigned to a Grade is acceptable to show the min and max of the elected officials salaries, but not being assigned to a step. Positions that are elected need to be assigned a minimum salary and a maximum salary and each year the Board is to set an annual salary somewhere in between that minimum and maximum. That minimum and maximum can change each year. Based on the Compensation study, the min and max for each elected official is stated below, along with the minimum and maximum of the Grade they are assigned to on our Salary Schedules.

Sheriff - (Comp Study) Min. \$41.82 - Max. \$58.57	County Wage Schedule Min. \$53.88 - Max. \$75.49
Attorney - (Comp Study) Min. \$41.82 - Max. \$58.57	County Wage Schedule Min. \$53.88 - Max. \$75.49
Auditor/Treasurer - (Comp Study) Min. \$32.63 - Max. \$45.71	County Wage Schedule Min. \$42.77 - Max. \$59.93
Recorder - (Comp Study) Min. \$29.86 - Max. \$41.82	County Wage Schedule Min. \$36.67 - Max. \$51.38

The County did not adopt the scoring system that the consultant uses, only the results of the study were used. If the County chose to switch scoring systems then there would have been employees that would of either had their wages frozen, for possibly years, or had their pay reduced. Three of the positions above would have fallen into that category. The Personnel Sub-Committee chose to keep our scoring system in place and develop a salary schedule that didn't cause people to lose money or be frozen.

Supporting Documents:	Attached	<input checked="" type="checkbox"/>	None
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Administrator's Comments:

County Attorney Reviewed Information: Completed In Progress N/A

Reviewed by Administrator: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Administrator's Comments:
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******* The deadline for submitting items is 4:30PM on the 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



BE IT FURTHER RESOLVED, that a maximum per diem (per day) rate of \$75.00 shall be granted to Redwood County Commissioners for service on any board, committee or commission that has been approved by the full board; for special meetings of the County Board; for attendance at conferences and education/training sessions; and for performance of services as an individual Commissioner relating to the execution of the duties of the Office of County Commissioner. At the discretion of each Commissioner, a lesser per diem amount may be charged.

Passed and adopted by the Redwood County Board of Commissioners this 27th day of December, 2022.

Jim Salfer, Chair
Redwood County Board of Commissioners

Vicki Kletscher
County Administrator

1st District
RICK WAKEFIELD
P.O. Box 473
Walnut Grove, MN 56180
(507) 859-2369
Rick_W@co.redwood.mn.us

2nd District
JIM SALFER
865 Pine Street
Wabasso, MN 56293
(507) 342-2431
Jim_S2@co.redwood.mn.us

3rd District
DENNIS GROEBNER
250 Center Street
Clements, MN 56224
(507) 692-2235
Dennis_G@co.redwood.mn.us

4th District
BOB VANHEE
503 Fallwood Road
Redwood Falls, MN 56283
(507) 616-1000
Bob_V@co.redwood.mn.us

5th District
DAVE FORKRUD
P.O. Box 235
Belview, MN 56214
(507) 430-1907
Dave_F@co.redwood.mn.us

2022 COMMITTEE APPOINTMENTS

Forkrud
Salfer

Wakefield
Groebner

Van Hee

Advocate-Connect- Educate
(ACE) Ex-Officio:
(Joint Powers)

Commissioner Forkrud; Salfer as alternate.
Meets 4th Thursday of the month at 9am
Center for Regional Development – Slayton, MN
2023 Appropriation: \$35,678/yearly

Ag Society/Fairboard:

Commissioner Van Hee & Salfer (alternate), Ex Officio.
Meets 2nd Wed. of the month-Email invite sent
Fairgrounds meeting room or various locations
Contact is Jeff Potter 507-993-6491 potterosafarms@gmail.com
Appropriation: \$36,000/yearly- 2023 1x/funding of \$66,000

Aquatic Invasive Species Committee

Groebner
Conservation Officer and At large reps (Amanda Wold)
Will meet quarterly at the most

Association of Minnesota Counties
(AMC Voting Delegates)

All five Commissioners, Administrator, Env. Director;
Highway Engineer

Meets for Annual Conference Dec. 3rd – 6th
AMC Legislative Conference March
AMC Leadership Conference Spring 2023
AMC Policy Committees September 2023
Appropriation: \$12,708/yearly

AMC District VIII Meetings:

All five Commissioners. Department Heads option at their
Choice. Meets May 2023 & October 2023 as scheduled within
10 County District.

AMC Policy Committees:

Environmental – Wakefield
Ag Subcommittee – Forkrud
Transportation Subcommittee – Van Hee
Health & Human Services – Salfer
Social Services & Health Subcommittee’s - Salfer
General Government – Groebner
Indian Affairs Task Force – Groebner
Public Safety – Forkrud
Futures Committee – Briana Mumme
(All Commissioners may attend at any time.)
Attends the Feb., Sept., and December Conferences

Area II Minnesota River Basin
Projects
Joint Powers

Commissioner Wakefield; Groebner as alternate.
Meetings 1st Thursday morning (9:00) monthly in Marshall,
every other month in Redwood Falls jointly with RCRCA
Contact: Kerry Netzke : Marshall Office, 507-537-6369.
Appropriation: \$12,124

<u>Audit Committee:</u>	Board Chair, Administrator, Auditor-Treasurer Meets as needed		
<u>Board of Adjustment:</u> (Noxious Weed Appeal Board)	John Rohlik Jr., Dan Tauer, John Schueller Meets as needed. No Term limits Contact: Director of Environmental Services: Scott Wold, 507-637-4023. Commissioner of District.		
<u>Budget/Finance Committee:</u>	Commissioner Forkrud & Wakefield ; County Administrator		
<u>Buildings Committee:</u>	Commissioners Groebner & Forkrud Administrator; Department Heads: Maintenance		
<u>Business Subsidy & Tax Abatement Committee</u>	Commissioners Salfer (EDA) Forkrud (non-EDA); Alternate: Commissioner Van Hee Administrator; Attorney, Assessor, Auditor/Treasurer EDA Coordinator Meet as needed at a time that works for the majority		
<u>Communications Board</u> (Emergency Communication Board)	Commissioner Wakefield ; Groebner Alternate Emergency Communication Board Delegate: Randy Hanson - Alternate: Jim Sandgren Regional User Committee: Meets every other month (4 th Wed.) at 1pm in Basement of Lyon County Sheriff's Office.		
<u>Cottonwood-Middle MN River One Watershed</u>	Commissioner Wakefield		
<u>County Emergency Services Committee:</u>	Board Chair Vice Chair Dispatch EMS (Ambulance) County Administrator County Engineer Environmental	Sheriff National Guard Emergency Management Dir. Redwood County Fire Assn. City Police Dept. Red Cross	
<u>County Office Appointments:</u>			
Assessor	Jesse Jacobson	2 yr. term	ends = Nov. 30, 2024
Highway Engineer	Anthony Sellner	4 yr. term	ends = April 2024
Veteran Service Officer	Roger Zollner	4 yr. term	ends = March 2025
County Coroner	Dr. Kelly Mills	4 yr. term	ends = December 2023
<u>CPT (Counties Providing Technology)</u>	Commissioner Wakefield Alternate: Commissioner Forkrud Administrator		
<u>Dead Coon Lake Outlet</u>	Commissioner Groebner and Wakefield		

Drug Court Steering Committee

Commissioner **Wakefield**
Alternate: Commissioner **Forkrud**
Judge: Patrick Rohland
Co. Attorney: Jenna Peterson
DOC Supervisor: Sarah Eischens
Sheriff's Department: Jason Jacobson
Drug Court Coordinator: Grady Holtberg
Chief Public Defender: Cecil Naatz/Joel Solie
5th District Administration: Brenda Pautsch
Tribal Council: Robert Larsen
SWHHS: Cindy Nelson
Lower Sioux Social Services: Darin Prescott
City Council Member: John Buckley
Lower Sioux Police Chief: Dave Hester
Redwood Falls Police Chief: Jason Cotner
Redwood Community Member: Rev. Scott Prouty
Lower Sioux Community Member: _____
Western Mental Health: Sarah Ackerman
Project Turnabout: Rick Forde
Meets as needed

Drug Task Force:
(Joint Powers)

Commissioner **Wakefield**; Alternate-Commissioner **Salfer**
Meets 2nd Thursday every month at 9:30 a.m. Redwood
County Law Enforcement Center

Emergency Medical Services (EMS)
Board:

Jeremy Krause (1st term 2023, 2024, 2025)
Lewis Louwagie (2nd Term 2019, 2020, 2021)
Contact: Ann Jensen director@sw-ems.org
Lewis Louwagie 507-829-6154

Extension Committee:
(May serve two 3-year terms)

Commissioners **Van Hee** and **Forkrud**
1st District: Merna Malmberg (1st Term) 2022, 2023, 2024
2nd District: Caroline Netzke (2nd Term) 2021, 2022, 2023
3rd District: Talana Mathiowetz (1st Term) 2022, 2023, 2024
4th District: Lori O'Leary (2nd term) 2023, 2024, 2025
5th District: Mary Thomas (1st term) 2021, 2022, 2023
At-Large: Emily Berg 2022, 2023, 2024
Secretary Designate: Auditor-Treasurer Office
Meets 3x/year 2023– March 28, June 27 & November 14th at
4pm in Redwood Falls

Human Rights Officers:

County Administrator; County Attorney; County Sheriff
Board Chair, Alternate Vice Chair.

Insurance & Benefits Committee:

Commissioner Forkrud, Alternate Salfer; Administrator;
AFSCME-Courthouse, VACANT, Denise Siegfried,
R & B: Paula Olson;
LELS: B.J. Labat
R & B: Roger Polkow; Matthew Guetter
Non-Union Employees: Peter Brown
Management Team: Auditor-Treasurer
Meets as needed

Judicial Ditch Committee:

Commissioners Wakefield; Groebner, Forkrud
Commissioner in District involved
Environmental Director, Auditor/Treasurer, Ditch Inspector,
Administrator

Ditch Committee

Wakefield; Groebner Forkrud
Environmental Director, Auditor/Treasurer, Ditch Inspector
Administrator

Law Library

Commissioner Van Hee
County Attorney
VACANT – Attorney at Estebo
Judge Rohland

Lower Sioux Community Planning:

Commissioners Van Hee & Groebner;
Administrator and EDA Coordinator
Meets as needed

Marketing Committee

Briana Mumme, Heidi Wersal, Joyce Anderson,
Robin Kokesch, Brian Schulte, Scott Wold, Amy
Serbus
Meet as needed at a time that works for the majority

MN Rural Counties Caucus

Commissioner Salfer Alternate – Van Hee
2nd Monday every month in Alexandria
Contact: Dan Larson
Appropriation: \$2,300/yearly

MN Transportation Alliance:

Commissioner Van Hee; Alternate: Groebner
Highway Engineer
Executive Director: Margaret Donahoe
Margaret@transportationalliance.com

MN Valley Regional Rail Authority:
(Joint Powers)

Commissioner Groebner Alternate Van Hee
Meets 3rd Wednesdays at 9:30 a.m.
Odd months – Sibley County Courthouse;
Even months – Redwood County Government Center
Contact: RADC 507-637-4084.

Ordinance Task Force

Commissioner: Forkrud
Planning Commission Member: Mike Scheffler
Auditor/Treasurer: Jean Price
Solid Waste Administrator: Nick Brozek

Personnel Sub-Committee:

Salfer and Forkrud
Administrator; HR Coordinator
Meets as needed

Plum Creek Parks Committee

Commissioner Wakefield
Environmental Director: Scott Wold
EDA Coordinator: Briana Mumme
Park Supervisor: Adam Kletscher
City: Walnut Grove Mayor
At Large: Merna Malmberg
Lon Walling

Planning & Zoning Commission:

Commissioner Forkrud; Salfer as alternate;
County Attorney; No term limits
1st District: DeVonaa Zueg (2nd Term) 2021-2022-2023
2nd District: Mike Scheffler: (5th Term): 2021-2022-2023
3rd District: Mark Madsen (4th Term): 2022-2023-2024
4th District: Mike Kaufenberg (3rd Term): 2022-2023-2024
5th District: Jeff Huseby (2nd term) 2021-2022-2023
Typically meets last Tuesday of the month at 1pm

Plum Creek Library Governing Board
of Trustees: (Joint Powers)

Commissioner Wakefield; Alternate: Salfer
Contact: Worthington Office, 507-376-5803.
3rd Wednesday at 6:30 p.m. Jan, April, June, October and
December; Meets 5x/year
in Slayton – Murray County Court Bldg.
Contact rhudson@plumcreeklibrary.net
Appropriation: \$109,323/yearly

Primewest

Commissioner Van Hee Alternate: Forkrud
Meets: First Thursday every month
Meets in Alexandria, MN 11:30 a.m. – 3:00 p.m.

Redwood-Cottonwood Rivers Control
Area (RCRCA): (Joint Powers)

Commissioner Wakefield ; Groebner as alternate.
Meets 1st Thursday monthly in Marshall & every other month in
Redwood Falls, 9:00 a.m. jointly with Area II
Contact: 507-532-1325, Kerry Netzke
Appropriation: \$26,480.00/yearly

One Watershed, One Plan

Redwood County Collaborative:
(Joint Powers)

Commissioner Salfer; Wakefield as alternate
Meets yearly

Redwood County EDA Committee:

(May serve three 3-Year terms)

Commissioners **Salfer** – 2021-2022-2023 (3rd Term)

Van Hee – 2020-2021-2022 (2nd Term)

EDA Coordinator

1st District: Jacob Jenniges (3rd Term): 2023-2024-2025

2nd District: Ed Cohrs (2nd Term): 2021-2022-2023

3rd District: VACANT (1st Term): 2023-2024-2025

4th District Sarah Kuglin (2nd Term) 2021-2022-2023

5th District: Jeff Manthei (1st Term): 2022-2023-2024

At Large: Jenifer Goblisch (2nd Term): 2021-2022-2023

At Large: Stacey Heiling (2nd Term): 2023-2024-2025

2nd Wednesday every other month (odd months) at 9am at the

Government Center, and even months via Zoom

Redwood County Historical Society
Board and Friends of Gilfillan:

Commissioner **Groebner**; **Forkrud** as alternate.

Hist. Society meets 3rd Tuesday of the month in the evening.

Friends of Gilfillan -meets 4th Thursday of the month March-
November at Gilfillan

Redwood Falls Library

Appropriation: \$20,000/yearly

Redwood County Water Plan
Advisory Board

Commissioner **Groebner** and **Wakefield**

Contact: Scott Wold (Soil and Water)

Usually meets 2x/year or so

Recycling Committees

Lyon County Regional Landfill:

Commissioner; **Groebner**; **Forkrud** as alternate;

RRRSWA Executive Director; Redwood County Solid Waste
Administrator

Meets in Marshall 1x/year

Lyon County Regional Landfill:
(Annual Meeting)

All five Commissioners

Redwood County Solid Waste Administrator

RRRSWA Executive Director

Redwood/Renville Regional Solid
Waste Joint Powers:

Commissioner **Groebner**; Commissioner **Forkrud**

Salfer as alternate.

Redwood County Representative: William Lightfoot

At Large Member: Dr. Steven Medrud

Meets 2nd Tuesday at 2:00 p.m. at RRRSWA Building

Rural MN Energy Board:
alternate.

(Joint Powers)

Commissioner **Groebner**, Commissioner **Wakefield**; as

Meets 4th Monday on odd months at 1pm– 2401 Broadway
Avenue, Slayton, MN

www.rmeb.org for meeting dates; Annette Fiedler

Appropriation: \$2,500.00/yearly

<u>Solid Waste Subcommittee:</u>	Commissioners Groebner & Forkrud Salfer as alternate RRRSWA Executive Director/Redwood Cty. Solid Waste Administrator Meets as needed
<u>Southwest Regional Solid Waste : Commission:</u> (Joint Powers)	Commissioner Groebner; Alternate: Wakefield – RRRSWA Executive Director: Jon Mitchell. Contact: SRDC Office, 507-836-1633 – Rosemary Bruce-White Qtly Meetings in the am at 2401 Broadway Ave., Slayton
<u>Redwood Falls City Council Committee</u>	All Commissioners Administrator Meets the 5 th Tuesday at 5:00 p.m.
<u>Redwood Soil & Water Conservation District – Liaison Committee</u>	Commissioner Groebner & Forkrud Soil & Water Board Members: Joe Plaetz, Jeff Potter Environmental Director County Administrator Meets: As needed
<u>Redwood Soil & Water Conservation Board</u>	Commissioner: Groebner; Alternate: Forkrud Meets the 2 nd Wednesday of every month in the AM
<u>Safety Committee:</u>	Commissioner Salfer and Forkrud; Groebner as alternate Safety Coordinator: Peter Brown; Safety Technician: Shelly Koenig R & B - Jerry Jenniges; Jeff Bommersbach as Alternate; Maintenance-Loren Gewerth Sheriff – Joel Bill CH/Government Center-Jim Sandgren Meets 4x/year
<u>Southern MN Tourism Association:</u>	Chamber Director; Commissioner Forkrud Meetings in various sites quarterly Contact: Mankato Office, 507-389-2683. Anne Johnson, Chamber Director Appropriation: \$772.00/yearly
<u>Southern Prairie Community Care:</u>	Commissioner Van Hee; Alternate Salfer Meets 4 th Friday every month (9:30-12:30pm) At Redwood Falls MN West Room Toni.lecy@southernprairie.org

<u>SMAMHC (SW MN Adult Mental Health Consortium Executive Commission Board:</u> (Joint Powers 18 Counties)	Commissioner Salfer ; Alternate Wakefield Meets annually in October Consortium meets 3 rd Friday monthly. (attended by SWHHS) Marshall
<u>Southwest Health & Human Services:</u>	Commissioners Salfer & Wakefield (Van Hee as alternate) Public Health Lay-person: Maydra Maas Meets third Wednesday of the month at 9:00 a.m. at the Gov't Center in Marshall. Monica.christianson@swhhs.com
<u>SW MN Private Industry Council Chief Elected Officials Board:</u> (Joint Powers)	Commissioner Wakefield ; Salfer as alternate. Meets Qtrly. at 2pm Contact: Marshall Office, 507-476-4060. Carrie Bendix cbendix@swmnpic.org Lyon County Government Center Appropriation: \$3,440/yearly
<u>SW Regional Development Commission:</u> (Joint Powers)	Commissioner Van Hee ; Salfer as alternate. 2 nd Thursday every month at 3:30pm. at SRDC Office in Slayton. Contact: Slayton Office, 2401 Broadway Ave. #1 Rhonda Wynia; rwynia@swrdc.org (507) 836-8547
<u>State Community Health Service Advisory Board</u>	Commissioner: Salfer Representative for SWHHS Meets Quarterly in March, June, Sept. and December Contact is Carol Biren Salfer is the representative for SWHHS and they pay his per diem
<u>Supporting Hands Nurse Family Partnership</u>	Commissioner; Salfer ; Forkrud Alternate Meets Quarterly – Carol Biren – SWHHS Meeting Dates: Kandiyohi HHS Building, Willmar
<u>Tobacco Ordinance Hearing Panel:</u>	Representative from SWHHS (5-18-21)
<u>United Community Action Board of Directors</u>	VACANT
<u>United Community Action Partnership – Community Transit</u>	Commissioner Van Hee Meets quarterly on third Tuesday at 3:30 p.m. 164 East 2 nd Street, Redwood Falls (February, May, August and November) Cathleen Amick (507) 637-2187
<u>Wellness Your Way</u>	Heidi Wersal, Michelle Koenig, Peter Brown, Robin Kokesch, Chris Burchfield, Julie Zimmermann Jeanne Prescott, Jenifer Manthei, Amy Serbus Meets the 3 rd Wednesday every month at 3:00 p.m.

Western Mental Health Center
Members of the Corporation:
(Formerly Western Human Devel.)

Commissioners **Salfer**; Alternate **Van Hee**
Lay member: Maydra Maas (appointed 4/2/2013)
Board meets in Marshall at 1212 E. College Drive
4th Monday every month, 4:00 p.m.
507-337-4926, Sarah Ackerman sackerman@wmhcinc.org

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



December 13, 2022

Amit Bose, Administrator
Federal Railroad Administration
1200 New Jersey Ave., SE
Washington, DC 20590

RE: Minnesota Valley Regional Rail Authority CRISI Planning grant application

Dear Administrator Amit Bose:

On behalf of the Redwood County Board of Commissioners, this letter is in support of the Minnesota Valley Regional Railroad Modernization Project which is seeking funding support through the Consolidated Rail Infrastructure and Safety Improvements Program.

We would like a safe, efficient, and reliable rail line that will help us attract more marketing opportunities for our county and help us expand what we have. The MVRRA railroad line has passed through Redwood County since the early 1900's. We are a county of nearly 16,000 residents. We view the MVRRA as a critical transportation infrastructure that we are fortunate to have access to for attracting new rail-served businesses to our business footprint.

The Consolidated Rail Infrastructure and Safety Improvement program will assist with the resources needed to bring upgrades from MP 106.5 to MP 146.0. Some of the costs associated with upgrading the remaining 38.2 miles of track are preliminary engineering, contract administration, agency coordination, alternative analysis, public input meetings, historical review, wetlands and flood analysis preliminary drainage design, permitting process, right of way investigation, preliminary quantities, and cost estimates.

Securing this planning grant would allow the MVRRA to start working on the next steps involved in modernizing the rail which would open a whole plethora of markets for our members and communities along the line. It will also reduce wear and tear on our roads due to a viable market closer to the products we have to offer in our area. Another benefit for modernizing this critical transportation corridor would be the opportunity to access other commodities by rail, and potential business recruitment and expansion for our existing shippers in our county.

Our Redwood Board of Commissioners fully support this planning grant request that will create greater opportunity in the future for shippers by providing competitive choices. We ask that you give full and fair consideration to the Minnesota Valley Rail Authority's planning project through this CRISI application.

Sincerely,

Jim Salfer, Chair
Redwood County Board of Commissioners

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
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Dennis_G@co.redwood.mn.us

4th District
BOB VANHEE
503 Fallwood Road
Redwood Falls, MN 56283
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Bob_V@co.redwood.mn.us

5th District
DAVE FORKRUD
P.O. Box 235
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REQUEST FOR BOARD ACTION

Requested Board Date:	12-27-22	Originating Dept.:	Commissioner Item
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki Kletscher
Amended Letter of Support for the MN Valley Regional Rail Authority		estimated time needed:	
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve letter of support for the MN Valley Regional Rail Authority

Background Information:

A letter of support was approved at the 12-13-22 board meeting upon the request of the MVRRA. Julie Rath requested changes to the letter as submitted.

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 ****