

AGENDA
REDWOOD COUNTY BOARD OF COMMISSIONERS

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

TUESDAY June 6, 2023

COMMISSIONERS ROOM, GOVERNMENT CENTER
REDWOOD FALLS, MINNESOTA

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

8:30 a.m.

- Call to Order; Pledge of Allegiance
- Open Forum
- Review and approve June 6 meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
 - May 16th minutes
 - Bills
 - VanHee Per Diem Approval

8:30 a.m.

- **ROAD & BRIDGE**
Anthony Sellner
 - 1) Public Hearing One Half Percent Sales Tax
 - 2) Approve Board Resolution for One Half Percent Sales Tax
 - 3) Approve Bills
 - 4) Approve Professional Engineering Contact CSAH2, Br4065, and Br3824
 - 5) Approve Professional Engineering Contract for Federally Funded EV Chargers
 - 6) Township Bridge Inspection Costs
 - 7) Approve 2022 Annual Report
 - 8) Review 2023 Construction Project Status
 - 9) Board Resolution to fund snowplow truck and equipment purchase with ARP funds.
 - 10) Resolution for advance construction funding

8:50 a.m.

- **DITCH AUTHORITY**
Nick Brozek
 - 1) Approve Contracts for JD 36, Phase 2
 - 2) JD-91 Improvement EAW

9:00 a.m.

- **PLUM CREEK LIBRARY**
Elizabeth Hoffman
 - 1) Plum Creek Library Annual Update

9:30 a.m.

- **U of M**
Trish Sheenan
 - 1) Request to Increase Staffing

9:45 a.m. BREAK

9:50 a.m.

➤ **ECONOMIC DEVELOPMENT**

Briana Mumme

- 1) Grant Agreement First Childrens Finance (Paperwork Pending)
- 2) CDBG Environmental Assessment

10:00 a.m.

➤ **TECHNOLOGY**

Paul Parsons

- 1) CISA/DHS Pen Test Results
- 2) Logging Solution-Purchase of Event Sentry Solution by Netikus.Net
- 3) Dell PC Refresh Purchase
- 4) Redwood County Technology Risk Management Plan/Policy

10:15 a.m.

➤ **MAINTENANCE**

Loren Gewerth

- 1) Service Contract- LEC Plumbing

10:25 a.m.

➤ **ADMINISTRATOR**

- 1) RCRCA JPA
- 2) Resolution for Donation of 25 Quilts from Piecemakers of Presbyterian Church RWF
- 3) Resolution for Donation of 1 Quilt from Anonymous Donor
- 4) Resolution for donation of toilet safety rail from Anonymous Donor
- 5) MN Dept. of Revenue Local Sales & Use Tax Agreement

Personnel Action Items:

- 1) *Approve BCBS ASA Agreement*
- 2) *Approve Holiday Policy Revision*
- 3) *Approve MOU with AFSCME*
- 4) *Approve MOU with LELS*
- 5) *Approve Job Description for Assistant County Veterans Service Office & Post for Position*
- 6) *Resignation*

Commissioner Items:

- 1) Non-Gaming Land Acquisition Application
- 2) AMC District 8 Meeting County report

Commissioners' Reports

Agenda
Board of Commissioners
June 6, 2023

****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.

ADJOURN

WORKSESSION

**To be held at the Redwood County Highway Department
1820 East Bridge Street
Redwood Falls, MN**

11:00 a.m.

- **ANNUAL 5 YEAR ROAD AND BRIDGE PLAN DISCUSSION**

OFFICIAL NOTICES/ UPCOMING MEETINGS

June 6th – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

11:00 a.m. – Work Session for the 5-Year Road and Bridge Plan Update – Redwood
County Highway Shop – 1820 East Bridge Street, Redwood Falls

June 8 – 8:00 a.m. – AMC District 8 meeting –Rock County, Generations Event Center, Luverne, MN

June 20th – 3:00 p.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

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

July 6th – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,
Board Room

REDWOOD COUNTY, MINNESOTA

MAY 16, 2023

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, Bob Van Hee, Jim Salfer, and Dave Forkrud, County Administrator Vicki Kletscher, County Attorney Jenna Peterson, Administrative Assistant Sierra Fluck, Assistant Highway Engineer Jeff Bommersbach, Auditor/Treasurer Jean Price, Jim Sandgren, Development Coordinator Briana Mumme, LINC Program Coordinator Clair Meyers, and LINC Alumni Steven Vannelli, Environmental Director Nick Brozek, Xcel Energy Representatives Randy Fordice and Matt Langan, Human Resource Coordinator Peter Brown, and Sheriff Jason Jacobson.

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 May 16th agenda.

Chair Salfer asked the Board Members to identify any areas in which they had a conflict of interest.

CONSENT AGENDA

- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the following:
 - May 2nd board minutes.
 - Payment of bills.

General Fund	\$ 292,212.7
Building Fund	\$ 42.12
Ditch Fund	\$ 106,895.16
Solid Waste Fund	\$ 178.89
Insurance Fund	\$ 180.00

- **Bills exceeding \$2,000:** CherryRd Media 2,200.38; Henle Printing Co. 5,912.04; Taft Stettinius & Hollister 53,921.82; Marco Tech. 2,180.00; Smith & Johnson 4,000; Adv Correctional Health 10,187.42; Fleet Services 8,135.44; RedCo Hwy 4,781.34; Tersteegs 9,035.67; MN Dept. Corrections 157,500.04; MN Pollution Control 5,311.05; Bolton & Menk Inc 2,975.00; CTY of Yellow Medicine 101,585.95; Auditor: BCBS of MN 59,874.43, 51,048.61, 48,504.23, 53,401.06, 46,864.36; WEX Leap 7,728.61, 7,728.61; Great Plains Nat Gas 3,885.93; MetLife 4,198.86; MN Commis of Finance 4,658.00; Redwood Falls PUC5,33.92; MN Dept of Rev 18,730.00; MN Valley Snow Riders 23,609.51; SWHHS 54,951.50.

ROAD AND BRIDGE

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the road and bridge bills in the amount of \$115,790.39.
- **Bills exceeding \$2,000:** Everstrong Const. 31,953.68; MeadowLand 17,178.91; Zimmerman Maint. 11,360.50; Energy Solution Part. 25,211.46.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the Redwood County and Minnesota Valley Regional Rail Authority Agreement to remove tress obstructing sight corners on CSAH 25. The quote accepted from Brians Tree Service in the amount of \$4,689.00.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Resolution to update the Bridge Priority list that is needed to remove bridges that have been funded since July 5, 2022. Federal Funds received to rehabilitate or reconstruct the CSAH 17 Goldmine Bridge in the amount of \$2,825,250.
- **On motion by Van Hee, second by Wakefield, in a roll call vote with Groebner, Salfer, Forkrud, Van Hee, and Wakefield all voting aye the Board adopted the following County Road Safety Plan Implementation Resolution:**

Resolution
Prioritized Bridge Replacement List
May 16, 2023

The following Resolution was offered by Commissioner Van Hee and moved for adoption at a Regular Meeting held on May 16, 2023, at the Redwood County Courthouse, Redwood Falls, MN:

WHEREAS, Redwood County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government; and

WHEREAS, Redwood County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years;

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and Redwood County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

FURTHERMORE, Redwood County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Redwood County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes 5 Nays 0

- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve the Professional Engineering Contract with Widseth to replace CSAH 17 Goldmine Bridge in the amount of \$292,145.
- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the Public Hearing Date to approve amended Sales Tax Projects list on June 6th, 2023, at 8:30 a.m.
- The board Reviewed Highway Department Annual Report.
- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the Construction Contract 23-3 with Fahrner Asphalt Sealers, LLC for reflectorized pavement markings on designated County roads in the amount of \$119,631.09.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to authorize the signing of Construction Contract 23-3.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the authorization to advertise for maintenance overlays with individual letting dates to be determined by the County Engineer.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve changing the date of the 5 Year Road and Bridge Plan Update to a Board Workshop on June 6th, 2023, at 11:00 a.m. at 1820 E. Bridge Street to review bonding options for the plan.

AUDITOR/TREASURER

- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the Cash Balance Report, Investment Summary, Budget Reports, Conservation District Fund, and March Disbursements in the amount of \$544,961.33.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the purchase of 35 poll pads to replace existing poll pads used in elections in the amount of \$16,187.50.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the 35 old poll pad transfer cases that become excess property.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve KnowInk to buy back excess poll pads at \$25/unit.

EMERGENCY MANAGEMENT

- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the resolution Declaring a State of Emergency for Redwood County allowing the county to be included in a statewide declaration for FEMA assistance and allowing access to state funds for damages to road and ditch systems.
- **On motion by Van Hee, second by Wakefield, in a roll call vote with Groebner, Salfer, Forkrud, Van Hee, and Wakefield all voting aye the Board adopted the following Implementation Resolution:**

RESOLUTION**DECLARING A STATE OF EMERGENCY**

The following Resolution was offered by Commissioner Van Hee and moved for adoption at a Regular Meeting held on May 16, 2023, at the Redwood County Courthouse, Redwood Falls, MN:

WHEREAS the high snow amounts causing road and ditch damages beginning on March 1, 2023, and causing emergency road and ditch repairs; and

WHEREAS due to the high snow amounts the flooding event beginning on April 11, 2023, has impacted the population of Redwood County, and its cities; and

WHEREAS the event has caused a significant amount of public property damage; and

WHEREAS the Redwood County Department of Emergency Management requests the Redwood County Board of Commissioners to declare Redwood County in a STATE OF EMERGENCY for the flooding event beginning on April 11, 2023; and

WHEREAS the Board Chair – Jim Salfer declares a State of Emergency on behalf of the residents of Redwood County on the 16th day of May, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Redwood County Board of Commissioners declares Redwood County in a State of Emergency for conditions resulting from the flooding event of April 11, 2023.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes 5 Nays 0

COUNTY ATTORNEY

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Prosecution Services Contract with the City of Redwood Falls to serve as conflict prosecutor.

ECONOMIC DEVELOPMENT

- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve an allocation in the amount of \$8,500 for the LINC Redwood County 2023-24 program year in the 2024 EDA budget.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the sponsorship agreement with IDEAg in the amount of \$1,000 for the 2023 Farmfest Exhibitor Lounge.

ENVIRONMENTAL

- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the resolution accepting donation in the amount of \$2,000 from Lamberton Longsox/Lamberton Area Baseball.
- **On motion by Groebner, second by Van Hee, in a roll call vote with Wakefield, Salfer, Forkrud, Groebner, and Van Hee all voting aye the Board adopted the following Implementation Resolution:**

A RESOLUTION ACCEPTING THE DONATION OF \$2,000.00 FROM THE LAMBERTON LONGSOX

The following Resolution was offered by Commissioner Groebner and moved for adoption at a Regular Meeting held on May 16, 2023, at the Redwood County Courthouse, Redwood Falls, MN:

WHEREAS, THE LAMBERTON LONGSOX/LAMBERTON AREA BASEBALL wish to donate \$2,000.00 to Redwood County – Plum Creek Park for improvements done to the park baseball field dugouts in 2022 and;

WHEREAS, the Redwood County – Plum Creek Park will utilize the donation of the \$2,000.00 for the purpose of defraying the cost of the above-referenced dugout improvements; and

WHEREAS, the Board of Commissioners appreciates the generosity of the Lamberton Longsox in supporting ball field improvements at Plum Creek Park;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the acceptance of \$2,000.00 from the Lamberton Longsox/Lamberton Area Baseball to Redwood County – Plum Creek Park, on behalf of the County.

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

PASSED and ADOPTED by the Redwood County Board of Commissioners this 16th day of May, 2023.

- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the resolution in support of the Redwood County Watershed- One Watershed One Plan.
- **On motion by Groebner, second by Van Hee, in a roll call vote with Wakefield, Salfer, Forkrud, Groebner, and Van Hee all voting aye the Board adopted the following Implementation Resolution:**

**Resolution to support a Redwood River Watershed
One Watershed, One Plan project.**

The following Resolution was offered by Commissioner Groebner and moved for adoption at a Regular Meeting held on May 16, 2023, at the Redwood County Courthouse, Redwood Falls, MN:

WHEREAS, the Minnesota Board of Water and Soil Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103D.401, Watershed Management Plan, authorizes Minnesota Watershed Districts to develop and implement a watershed management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, the counties, soil and water conservation districts, and watershed districts within the Redwood River Watershed (Watershed #21), as delineated in the attached One Watershed, One Plan Suggested Boundary Map, have interest in developing a comprehensive watershed management plan for this area.

NOW, THEREFORE, BE IT RESOLVED, that Redwood County recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

BE IT FURTHER RESOLVED that Redwood County welcomes the opportunity to collaborate with the counties, soil and water conservation districts, and watershed districts within the Redwood River Watershed for watershed-scale planning efforts in the future; and

BE IT FURTHER RESOLVED that the Redwood County supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties, soil and water conservation districts, and watershed districts within the Redwood River Watershed, to collaborate on this effort, pending selection as a recipient of a planning grant.

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

REDWOOD COUNTY DITCH AUTHORITY

- At 9:51 a.m., the Board entered into Redwood County Ditch Authority. Present for the meeting were Wakefield, Groebner, Salfer, Van Hee, Administrator Kletscher, and Director Brozek.
- On motion by Salfer, second by Groebner, the Board voted unanimously to approve to set the date for petition to abandon tile in County Ditch 70 for June 20th at 3:30 p.m.
- There being no further business to discuss, Chair Wakefield declared the Ditch Authority Meeting adjourned at 9:52 a.m.

RECONVENE

- The Board reconvened into Regular Session at 9:52 a.m.

SHERIFF

- The Board reviewed the April Jail Population.

ADMINISTRATION

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Wilder Pageant Liquor License for Wilder Pageant Committee Inc.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to authorize a credit card for Nick Brozek.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the County wide paper quote bid for 2023 in the amount of \$7,465.50 from One Office One Solution.

Personnel

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to hire Carter Kaiser as Deputy Sheriff for the Redwood County Sheriff's Department and be placed on the Deputy Sheriff I Grade/Step 1 at \$27.46/hour effective May 31, 2023.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to hire Lesly Her to Full-time Correctional Officer for the Sheriff's Department and be placed on the 2023 Custody Officer LELS non-Licensed Officer Salary Schedule Step 1 at \$22.99/hour effective May 22, 2023.
- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the Request for an Additional Lead Dispatcher for the Redwood County Sheriff's Department in that separation of duties with new titles though still acting as Dispatchers. No positions are being added.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the Request to transfer Amber Rohlik from Full-Time Sr. Technical Clerk handling the front desk at the Redwood County Sheriff's Department to Full-Time Sr. Technical Clerk managing the Permits and report flow at Grade 7/Step 5 of the AFSCME scale at \$20.53 effective May 29, 2023.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the Transfer/Promotion of Mark Cook from Full-Time Dispatcher to Lead Dispatcher at the Redwood County Sheriff's Department on Step 4 of the LELS Lead Dispatch Salary Schedule at \$26.71 effective May 29, 2023.
- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the Transfer/Promotion of Jennifer Kaase from Fulltime Dispatcher to Lead Dispatcher at the Redwood County Sheriff's Department on Step 2 of the LELS Lead Dispatch Salary Schedule at \$25.25 effective May 29, 2023.

COMMISSIONERS

- The commissioners reported on meetings they attended.

Salfer: Highway Work Session; LINC Graduation Ceremony; and Drug Taskforce meeting.

VanHee: Drug taskforce meeting; Highway Work Session; Prime West; LINC Graduation Ceremony, EDA Strategic Planning Session, SRDC.

Groebner: Highway Work Session, RRRSMA, LINC Graduation Ceremony, Soil & Water meeting.

ADJOURN

- There being no further business, Chair Salfer declared the meeting adjourned at 11:15 a.m.

Jim Salfer, Chair
Board of County Commissioners

Attest: _____
Vicki Kletscher
County Administrator

ROAD & BRIDGE AGENDA

June 6, 2023

1. Public Hearing One Half Percent Sales Tax
2. Board Resolution for One Half Percent Sales Tax
3. Approve Bills
4. Approve Professional Engineering Contract CSAH2, Br4065 and Br3824
5. Approve Professional Engineering Contract for Federally Funded EV Chargers
6. Township Bridge Inspection Costs
7. Approve 2022 Annual Report
8. Review 2023 construction project status
9. Board Resolution to fund snowplow truck and equipment purchase with ARP funds
10. Resolution to advance construction funding

PROOF OF PUBLICATION

Notice ID: 18E5bVHZobkQ8OrNgW
Amended Sales Tax

AFFIDAVIT OF PUBLICATION; #1123980

STATE OF MINNESOTA, COUNTY OF REDWOOD

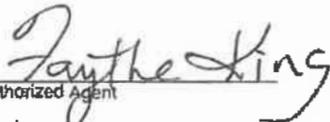
The Redwood Falls Gazette has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

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

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

05/25/2023, 06/01/2023

Sworn to and subscribed before on 05/01/2023.


Authorized Agent


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

Publication Cost: \$64.79

Order No: 1123980

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

**OFFICIAL NOTICE
OF PUBLICATION
PUBLIC HEARING
REDWOOD COUNTY
BOARD OF
COMMISSIONERS
Amended Project List**

The Redwood County Board of Commissioners will hold a Public Hearing on June 6, 2023, at 8:30 a.m. in the Redwood County Board Room to receive input on an amendment to the Local Option Sales Tax County Improvement Project List to align with current Road and Bridge needs and the proposed five-year plan.

1123980

 LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025



REQUEST FOR BOARD ACTION

Requested Board Date:	6/62023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Public Hearing for Amended Sales Tax Projects List		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:

Conduct Public Hearing on June 6 at 8:30 for amended Sales Tax Projects List, as attached.

Background Information:

The December 20, 2018, One Half Percent Local Option Sales Tax County Improvement Projects List was updated September 2, 2022 and is in need of updating again to align with current road and bridge needs and the projected five year plan.

Most notably, sales tax funds will be needed for the 2023 Maintenance Overlays and 2024 Mill and Overlay on CSAH 8, from TH14 to MN68, which was not previously on the list.

Existing roads improved with previous sales tax funds include: CR 99 (CSAH 24 to TH 19), CSAH 6 (TH 19 to North County Line), CSAH 101 (TH 19 to North County Line) and CSAH 1 (South County line to MN 67).

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

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

Redwood County Highway Department
1820 East Bridge Street /P.O. Box 6
Redwood Falls, MN 56283
Phone: (507) 637-4056 Fax: (507) 637-4068



Redwood County Board of Commissioners

Agenda

Public Hearing In the Matter of the Amended Sales Tax Projects List
June 6, 2023, 8:30 a.m.
Redwood County Board Room
403 South Mill Street
Redwood Falls, MN

1. Adopt Agenda
2. Present Affidavit of Publication
3. Sellner to present Overview of Sales Tax Projects List
4. Public Comments
5. Adjourn the Public Hearing

Jacqueline Reck
Accountant
Jacqueline_r@co.redwood.mn.us

Robin Kokesch
Administrative Assistant
Robin_k@co.redwood.mn.us

Anthony Sellner, P.E.
Redwood County Engineer
 1820 East Bridge Street / P.O. Box 6
 Redwood Falls, MN 56283
 Phone: (507) 637-4056 Fax: (507) 637-4068

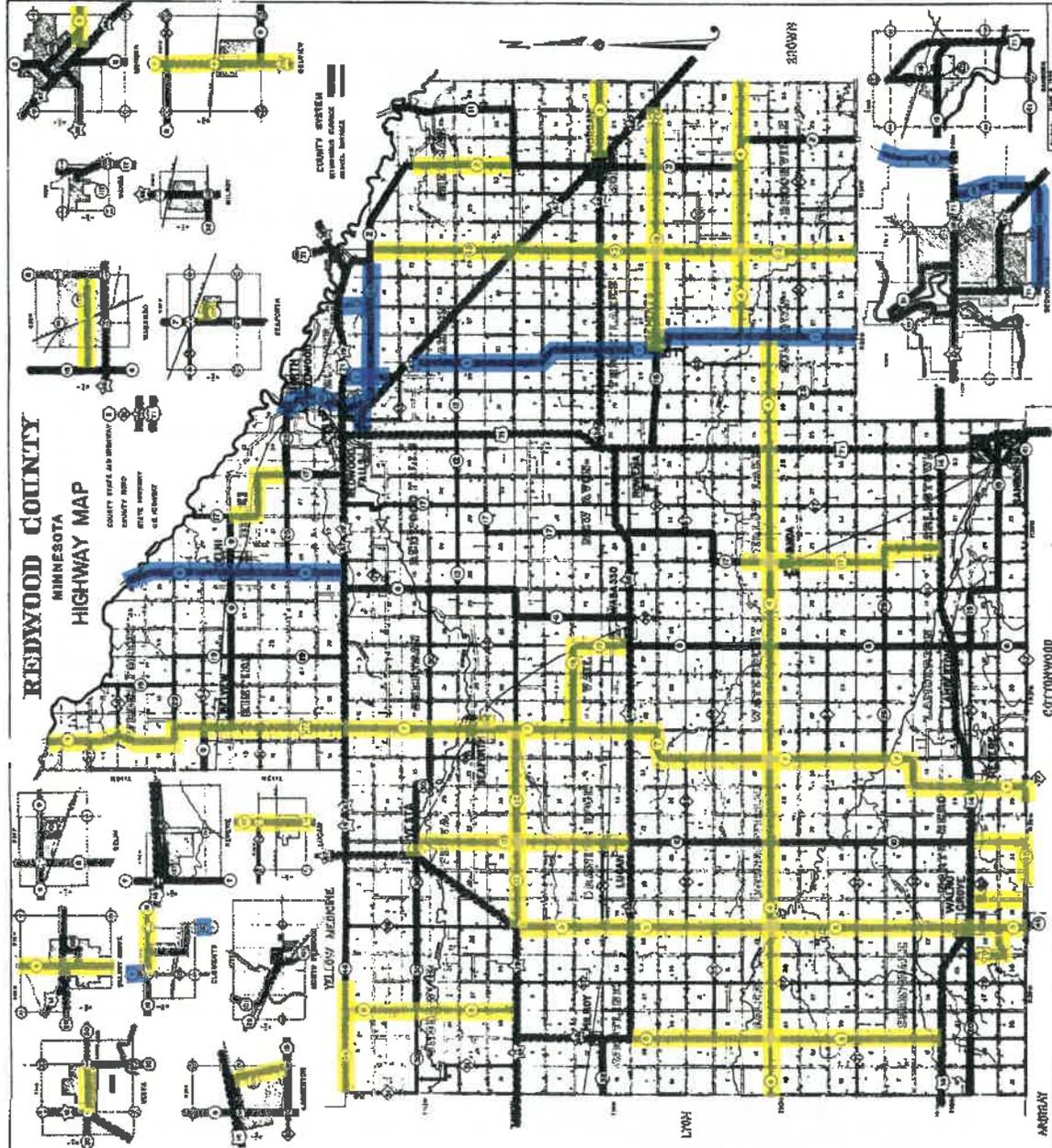


Redwood County Sales Tax Improvement Projects List June 2023	
Road	Location and Work Type
13	South County Line (160 th Street) to CSAH 2 Rehabilitation
7	South County Line (100 th Street) to North County Line (MN River) Phased: Rehabilitation and/or Reconstruction
10	Trunk Highway 68 to CSAH 30 and South County Line to TH 14 Phased: Rehabilitation and/or Reconstruction
2	CSAH 11 to 305 th Street Rehabilitation or Reconstruction
5	South County Line (100 th Street) to TH 19 Phased: Rehabilitation and/or Reconstruction
80	South County Line (100 th Street) to Trunk Highway 14 Rehabilitation and/or Reconstruction
46	CR 51 to 2 Miles East CSAH 8 Rehabilitation
4	West County Line (Acorn Ave) to East County Line (Terrace Ave) Phased: Rehabilitation
18	TH 68 to CSAH 7 Rehabilitation
3	TH 68 to East County Line (Terrace Ave) Rehabilitation
8	TH 14 to MN 68 and from TH 19 to CSAH 46 Phased: Rehabilitation
78	CSAH 5 to CSAH 20 Rehabilitation
17	CSAH 25 to CSAH 9 and TH 14 to 1 Mile North of CSAH 4 Phased: Rehabilitation
12	TH 19 to CSAH 7 Rehabilitation
16	CSAH 1 to MN 68 Rehabilitation
45	1.5 Mile West of CSAH 10 to CSAH 10 Rehabilitation
30	TH 19 to CSAH 10 Rehabilitation or Reconstruction
107	CSAH 7 to 0.25 mi East Rehabilitation or Reconstruction
133	CSAH 18 to CSAH 6 Rehabilitation or Reconstruction
106	CSAH 15 to Concrete CSAH 106 Rehabilitation or Reconstruction

Paula Olson
 Accountant
Paula_o@co.redwood.mn.us

Robin Kokesch
 Administrative Assistant
Robin_k@co.redwood.mn.us

EXHIBIT C: SALES TAX PROJECTS



Project Incomplete

Project Completed

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 APPROVING A
TRANSPORTATION SALES AND USE TAX**

WHEREAS, Redwood County's transportation infrastructure is vital to the County's economy and has a direct impact on future economic development; and

WHEREAS, poorly constructed and maintained transportation infrastructure creates a safety hazard for motorists and pedestrians which diminishes our citizens' quality of life; and

WHEREAS, funding for highway and transit systems in Minnesota has remained stagnant and is failing to keep pace with the rising costs of properly maintaining and constructing our transportation infrastructure; and

WHEREAS, the Redwood County Board of Commissioners wishes to diversify and expand its revenues to pay for the rising costs of constructing and maintaining its transportation infrastructure; and

WHEREAS, Minnesota Statute 297A.993 authorizes the board of a county outside the metropolitan transportation area, as defined under section 297A.992, subdivision 1, by resolution following a public hearing, to impose a transportation sales tax at a rate of up to one-half of one percent (.5%) on retail sales and uses; and

WHEREAS, Minnesota Statute 297A.993 further requires that the proceeds of said taxes must be dedicated exclusively to: (1) payment of the capital cost of a specific transportation project or improvement; (2) payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement; (3) payment of the capital costs of a safe routes to school program; or (4) payment of transit operating costs; or (5) payment of the capital cost of constructing buildings and other facilities for maintaining transportation or transit projects or improvements; and

WHEREAS, the Redwood County Board of Commissioners desires to implement said sales and use tax and have the State Department of Revenue collect the same; and

WHEREAS, the proceeds of said tax must be spent on projects identified in the attached list of improvement projects; and

1st District RICK WAKEFIELD P.O. Box 473 Walnut Grove, MN 56180 (507) 859-2369 Rick_W@co.redwood.mn.us	2nd District JIM SALFER 865 Pine Street Wabasso, MN 56293 (507) 342-2431 Jim_S2@co.redwood.mn.us	3rd District DENNIS GROEBNER 250 Center Street Clements, MN 56224 (507) 692-2235 Dennis_G@co.redwood.mn.us	4th District BOB VANHEE 503 Fallwood Road Redwood Falls, MN 56283 (507) 616-1000 Bob_V@co.redwood.mn.us	5th District DAVE FORKRUD P.O. Box 235 Belview, MN 56214 (507) 430-1907 Dave_F@co.redwood.mn.us
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Redwood County Board of Commissioners
403 South Mill Street
P.O. Box 130
Redwood Falls, MN 56283
Phone: (507) 637-4016 Fax: (507) 637-4017
redwoodcounty-mn.us



WHEREAS, the attached County Improvement Projects List - may be amended by future actions of the Redwood County Board of Commissioners after a public hearing; and

WHEREAS, pursuant to Minnesota Statute 297A.993, the Redwood County Board advertised and held a public hearing on September 6, 2022 to take oral and written comments on the possible authorization of a transportation sales and use tax in Redwood County to fund the attached Road Improvement Projects List.

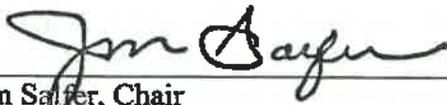
NOW THEREFORE, BE IT RESOLVED THAT the Redwood County Board of Commissioners authorizes and imposes a one-half of one percent (.5%) sales and use tax countywide as provided for in Minnesota State Statute 297A.993 beginning April 1, 2019 and each subsequent year thereafter.

BE IT FURTHER RESOLVED, the Redwood County Board adopts as a part of this resolution the attached County Road Improvement Projects List, and as amended, which said sales and use taxes shall be spent on.

BE IT FURTHER RESOLVED, that the provision of Minnesota State Statute Section 297A.99, subdivisions 4, and 6 through 13, shall govern the imposition, administration, collection and enforcement of said taxes.

BE IT FURTHER RESOLVED, that the Redwood County Board of Commissioners hereby directs the County Administrator to certify said sales and use tax to the State Department of Revenue before December 31, 2022.

Date: 9-6-22



Jim Salfer, Chair
Redwood County Board of Commissioners

ATTEST:



Vicki Kletscher
Redwood 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) 692-2295 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
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REQUEST FOR BOARD ACTION

Requested Board Date: 6/62023	Originating Dept.: Highway
Preferred 2nd Date: NEXT AVAILABLE	
Discussion Item:	Presenter: Anthony Sellner, PE
Approve resolution for Amended Sales Tax Projects List	estimated time needed: 5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve resolution to approve amended Sales Tax Projects List, as attached.

Background Information:

The December 20, 2018, One Half Percent Local Option Sales Tax County Improvement Projects List was updated September 2, 2022 and is in need of updating again to align with current road and bridge needs and the projected five year plan.

Most notably, sales tax funds will be needed for the 2023 Maintenance Overlays and 2024 Mill and Overlay on CSAH 8, from TH14 to MN68, which was not previously on the list.

Existing roads improved with previous sales tax funds include: CR 99 (CSAH 24 to TH 19), CSAH 6 (TH 19 to North County Line), CSAH 101 (TH 19 to North County Line) and CSAH 1 (South County line to MN 67).

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 ****

Anthony Sellner, P.E.
Redwood County Engineer
 1820 East Bridge Street /P.O. Box 6
 Redwood Falls, MN 56283
 Phone: (507) 637-4056 Fax: (507) 637-4068



Redwood County Sales Tax Improvement Projects List June 2023	
Road	Location and Work Type
13	South County Line (160 th Street) to CSAH 2 Rehabilitation
7	South County Line (100 th Street) to North County Line (MN River) Phased: Rehabilitation and/or Reconstruction
10	Trunk Highway 68 to CSAH 30 and South County Line to TH 14 Phased: Rehabilitation and/or Reconstruction
2	CSAH 11 to 305 th Street Rehabilitation or Reconstruction
5	South County Line (100 th Street) to TH 19 Phased: Rehabilitation and/or Reconstruction
80	South County Line (100 th Street) to Trunk Highway 14 Rehabilitation and/or Reconstruction
46	CR 51 to 2 Miles East CSAH 8 Rehabilitation
4	West County Line (Acorn Ave) to East County Line (Terrace Ave) Phased: Rehabilitation
18	TH 68 to CSAH 7 Rehabilitation
3	TH 68 to East County Line (Terrace Ave) Rehabilitation
8	TH 14 to MN 68 and from TH 19 to CSAH 46 Phased: Rehabilitation
78	CSAH 5 to CSAH 20 Rehabilitation
17	CSAH 25 to CSAH 9 and TH 14 to 1 Mile North of CSAH 4 Phased: Rehabilitation
12	TH 19 to CSAH 7 Rehabilitation
16	CSAH 1 to MN 68 Rehabilitation
45	1.5 Mile West of CSAH 10 to CSAH 10 Rehabilitation
30	TH 19 to CSAH 10 Rehabilitation or Reconstruction
107	CSAH 7 to 0.25 mi East Rehabilitation or Reconstruction
133	CSAH 18 to CSAH 6 Rehabilitation or Reconstruction
106	CSAH 15 to Concrete CSAH 106 Rehabilitation or Reconstruction

Paula Olson
 Accountant
 Paula_o@co.redwood.mn.us

Robin Kokesch
 Administrative Assistant
 Robin_k@co.redwood.mn.us

Redwood County Board of Commissioners

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Resolution
APPROVING A TRANSPORTATION SALES AND USE TAX
June 6, 2023

The following Resolution was offered by Commissioner _____ and moved for adoption at a Regular Meeting held on June 6, 2023 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County's transportation infrastructure is vital to the County's economy and has a direct impact on future economic development; and

WHEREAS, poorly constructed and maintained transportation infrastructure creates a safety hazard for motorists and pedestrians which diminishes our citizens' quality of life; and

WHEREAS, funding for highway and transit systems in Minnesota has remained stagnant and is failing to keep pace with the rising costs of properly maintaining and constructing our transportation infrastructure; and

WHEREAS, the Redwood County Board of Commissioners wishes to diversify and expand its revenues to pay for the rising costs of constructing and maintaining its transportation infrastructure; and

WHEREAS, Minnesota Statute 297A.993 authorizes the board of a county outside the metropolitan transportation area, as defined under section 297A.992, subdivision 1, by resolution following a public hearing, to impose a transportation sales tax at a rate of up to one-half of one percent (.5%) on retail sales and uses; and

WHEREAS, Minnesota Statute 297A.993 further requires that the proceeds of said taxes must be dedicated exclusively to: (1) payment of the capital cost of a specific transportation project or improvement; (2) payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement; (3) payment of the capital costs of a safe routes to school program; or (4) payment of transit operating costs; or (5) payment of the capital cost of constructing buildings and other facilities for maintaining transportation or transit projects or improvements; and

WHEREAS, the Redwood County Board of Commissioners desires to implement said sales and use tax and have the State Department of Revenue collect the same; and

<i>1st District</i>	<i>2nd District</i>	<i>3rd District</i>	<i>4th District</i>	<i>5th District</i>
RICK WAKEFIELD	JIM SALFER	DENNIS GROEBNER	BOB VANHEE	DAVE FORKRUD
P.O. Box 473	865 Pine Street	250 Center Street	503 Fallwood Road	P.O. Box 235
Walnut Grove, MN 56180	Wabasso, MN 56293	Clements, MN 56224	Redwood Falls, MN 56283	Belview, MN 56214
(507) 859-2369	(507) 342-2431	(507) 692-2235	(507) 616-1000	(507) 430-1907
Rick_W@co.redwood.mn.us	Jim_S2@co.redwood.mn.us	Dennis_G@co.redwood.mn.us	Bob_V@co.redwood.mn.us	Dave_F@co.redwood.mn.us

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WHEREAS, the proceeds of said tax must be spent on projects identified in the attached list of improvement projects; and

WHEREAS, the attached County Improvement Projects List - may be amended by future actions of the Redwood County Board of Commissioners after a public hearing; and

WHEREAS, pursuant to Minnesota Statute 297A.993, the Redwood County Board advertised and held a public hearing on June 6, 2023 to take oral and written comments on the possible authorization of a transportation sales and use tax in Redwood County to fund the attached Road Improvement Projects List.

NOW THEREFORE, BE IT RESOLVED THAT the Redwood County Board of Commissioners authorizes and imposes a one-half of one percent (.5%) sales and use tax countywide as provided for in Minnesota State Statute 297A.993 beginning April 1, 2019 and each subsequent year thereafter.

FURTHERMORE, the Redwood County Board adopts as a part of this resolution the attached County Road Improvement Projects List, and as amended, which said sales and use taxes shall be spent on; and

FURTHERMORE, that the provision of Minnesota State Statute Section 297A.99, subdivisions 4, and 6 through 13, shall govern the imposition, administration, collection and enforcement of said taxes; and

FURTHERMORE, that the Redwood County Board of Commissioners hereby directs the County Administrator to certify said sales and use tax to the State Department of Revenue before December 31, 2023.

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

Adopted by the following vote: Ayes _ Nays _

Dated this 6 day of June, 2023.

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) 616-3000 Bob_V@co.redwood.mn.us	5th District DAVE FORKRUD P.O. Box 295 Belview, MN 56214 (507) 430-1907 Dave_F@co.redwood.mn.us
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Redwood County Board of Commissioners

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Jim Salfer, Chair

Redwood County Board of Commissioners

ATTEST:

Vicki Kletscher,
Redwood 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

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3rd District

DENNIS GROEBNER

250 Center Street

Clements, MN 56224

(507) 692-2235

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4th District

BOB VANHEE

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Redwood Falls, MN 56283

(507) 616-1000

Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD

P.O. Box 235

Belview, MN 56214

(507) 430-1907

Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	6/6/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, County Engineer
Approve May 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 May bills

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

*** Redwood County ***



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5/25/23 9:57AM
3 ROAD AND BRIDGE

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

Page 2

Vendor		Account/Formula		Rpt		Warrant Description		Invoice #		Account/Formula Description	
No.	Name	Account/Formula	Acct	Rpt	Service Dates	Amount	On Behalf of Name	Paid On Bhf #	On Behalf of Name	1099	
1	76720	AUTO VALUE OF REDWOOD FALLS									
2		03-330-000-0000-6502			Conspicuity / Shop Supply	82.79		31239558	SHOP MATERIALS & SUPPLIES	N	
3		03-330-000-0000-6503			Exhaust Pipe	159.00		31239558	EQUIPMENT REPAIR PARTS & SUPP	N	
4		03-330-000-0000-6503			Fuses	13.48		31239857	EQUIPMENT REPAIR PARTS & SUPP	N	
5		03-330-000-0000-6503			Power Port	21.98		31239857	EQUIPMENT REPAIR PARTS & SUPP	N	
6		03-330-000-0000-6503			Oil Filter / Air Filter	112.84		31239857	EQUIPMENT REPAIR PARTS & SUPP	N	
7		03-330-000-0000-6503			Clearance Light	85.94		31239981	EQUIPMENT REPAIR PARTS & SUPP	N	
					Bulbs	11.98		31240293	EQUIPMENT REPAIR PARTS & SUPP	N	
	76720	AUTO VALUE OF REDWOOD FALLS			7 Transactions	468.01					
9	7570	BOLTON & MENK INC									
10		03-320-000-0000-6291			Consult Engineer Fees	8,178.50		0311504	PROFESSIONAL & TECHNICAL SER	N	
11		03-320-000-0000-6291			Consult Engineer Fees - Carb R	257.50		0311524	PROFESSIONAL & TECHNICAL SER	N	
12		03-320-000-0000-6291			Consult Engineer Fees	883.00		0311524	PROFESSIONAL & TECHNICAL SER	N	
13		03-320-000-0000-6291			Consult Engineer Fees	356.00		0311593	PROFESSIONAL & TECHNICAL SER	N	
	7570	BOLTON & MENK INC			5 Transactions	10,494.00		0311654	PROFESSIONAL & TECHNICAL SER	N	
8	8165	BREE/JOAN E									
		03-330-000-0000-6305			Cleaning Services	920.00		4/29-5/21	BLDG - REPAIRS & MAINTENANCE	Y	
	8165	BREE/JOAN E			1 Transactions	920.00					
14	11970	CINTAS CORPORATION									
15		03-330-000-0000-6502			Uniforms	72.62		4153789877	SHOP MATERIALS & SUPPLIES	N	
16		03-330-000-0000-6502			Uniforms	68.56		4154469326	SHOP MATERIALS & SUPPLIES	N	
17		03-330-000-0000-6502			Uniforms	72.62		4155164450	SHOP MATERIALS & SUPPLIES	N	
	11970	CINTAS CORPORATION			4 Transactions	286.42		4155862210	SHOP MATERIALS & SUPPLIES	N	
18	13055	COLUMN SOFTWARE PBC									
		03-301-000-0000-6230			Custom Notices	543.19		0007-0010	PRINTING & PUBLISHING	N	
	13055	COLUMN SOFTWARE PBC			1 Transactions	543.19					
19	13242	COUNTRY ENTERPRISES INC									
		03-330-000-0000-6502			Snow Plow Markers	98.70		79744	SHOP MATERIALS & SUPPLIES	N	
	13242	COUNTRY ENTERPRISES INC			1 Transactions	98.70					
20	15862	DAN'S REPAIR									
21		03-330-000-0000-6503			Motor Oil	23.94		23979	EQUIPMENT REPAIR PARTS & SUPP	Y	
		03-330-000-0000-6503			Lug Nut	5.99		23979	EQUIPMENT REPAIR PARTS & SUPP	Y	



*** Redwood County ***

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

IFX 5/25/23 9:57AM
3 ROAD AND BRIDGE

Invoice # Account/Formula Description 1099
Paid On Bhf # On Behalf of Name

Vendor No.	Vendor Name	Account/Formula	Warrant Description	Service Dates	Amount	Rpt	Accr	Invoice #	Account/Formula Description	1099
15882	DAN'S REPAIR			2 Transactions	29.93					
16450	DESLAURIERS, INC.	03-320-000-0000-6505	Concrete Molds	1 Transactions	289.00			0436917-IN	ENG. & CONST.MATERIALS & SUPPI	N
16450	DESLAURIERS, INC.		Gravel	2 Transactions	289.00			554293	ROAD MAINTENANCE SUPPLIES & M	N
16450	DESLAURIERS, INC.		Gravel	2 Transactions	492.00			554563	ROAD MAINTENANCE SUPPLIES & M	N
18802	DUJINICK INC		Bottled Water	2 Transactions	743.75			107147	OFFICE SUPPLIES	N
18802	DUJINICK INC		Bottled Water	2 Transactions	40.00			108013	OFFICE SUPPLIES	N
20730	ECOWATER SYSTEMS				92.00					
20730	ECOWATER SYSTEMS	03-301-000-0000-6401	Diesel Exhaust Fluid	7 Transactions	546.00			11000978	SHOP MATERIALS & SUPPLIES	N
20730	ECOWATER SYSTEMS	03-301-000-0000-6401	LP Fill	7 Transactions	61.75			11000996	ROAD MAINTENANCE SUPPLIES & M	N
20730	ECOWATER SYSTEMS	03-301-000-0000-6401	LP Fill	7 Transactions	61.75			11001558	ROAD MAINTENANCE SUPPLIES & M	N
20730	ECOWATER SYSTEMS	03-301-000-0000-6401	DEF Pick Up Tube	7 Transactions	53.20			11003404	SHOP MATERIALS & SUPPLIES	N
20730	ECOWATER SYSTEMS	03-301-000-0000-6401	LP Fill	7 Transactions	61.75			11003625	ROAD MAINTENANCE SUPPLIES & M	N
20730	ECOWATER SYSTEMS	03-301-000-0000-6401	LP Fill	7 Transactions	61.75			11005078	ROAD MAINTENANCE SUPPLIES & M	N
20730	ECOWATER SYSTEMS	03-301-000-0000-6401	FC	7 Transactions	16.02			9043023	SHOP MATERIALS & SUPPLIES	N
24589	FARMWARD COOPERATIVE				862.22					
24589	FARMWARD COOPERATIVE	03-330-000-0000-6502	Measuring Wheel	2 Transactions	194.38			273751	ENG. & CONST.MATERIALS & SUPPI	N
24589	FARMWARD COOPERATIVE	03-330-000-0000-6502	Spray Paint	2 Transactions	872.87			273851	ENG. & CONST.MATERIALS & SUPPI	N
24589	FARMWARD COOPERATIVE				1,067.25					
26651	FRONTIER PRECISION, INC				945.57					
26651	FRONTIER PRECISION, INC	03-320-000-0000-6505	Misc Engineering Supplies	1 Transactions	945.57			1436207	ENG. & CONST.MATERIALS & SUPPI	N
26651	FRONTIER PRECISION, INC				945.57					
29573	GILSON COMPANY INC				16,590.10					
29573	GILSON COMPANY INC	03-320-000-0000-6505	Gravel	2 Transactions	16,590.10			11671	ROAD MAINTENANCE SUPPLIES & M	N
29573	GILSON COMPANY INC		Gravel	2 Transactions	185.23			11671	BLDG - REPAIRS & MAINTENANCE	N
81090	GORDY SERBUS & SONS GRAVEL LLC				16,775.33					
81090	GORDY SERBUS & SONS GRAVEL LLC	03-310-000-0000-6501			16,775.33					
81090	GORDY SERBUS & SONS GRAVEL LLC	03-330-000-0000-6305			16,775.33					

Vendor No.	Vendor Name Account/Formula	Rpt	Accr	Amount	Warrant Description Service Dates	Invoice #	Account/Formula Description Paid On Bhf # On Behalf of Name	1099
39	34134 HOFFMAN FILTER SERVICE 03-330-000-0000-6502			65.00	Used Filter 1 Transactions	92634	SHOP MATERIALS & SUPPLIES	N
	34134 HOFFMAN FILTER SERVICE			65.00				
40	37640 INNOVATIVE SOLUTIONS LLC 03-301-000-0000-6401			128.37	Office Supplies 1 Transactions	IN4179424	OFFICE SUPPLIES	N
	37640 INNOVATIVE SOLUTIONS LLC			128.37				
41	43095 JOHN DEERE FINANCIAL 03-330-000-0000-6503			283.96	Hose & Fitting	3743097	EQUIPMENT REPAIR PARTS & SUPP	N
42	03-330-000-0000-6503			149.72	Hose Replacement	3759927	EQUIPMENT REPAIR PARTS & SUPP	N
43	03-330-000-0000-6503			581.80	Hose & Fitting	3782972	EQUIPMENT REPAIR PARTS & SUPP	N
	43095 JOHN DEERE FINANCIAL			1,015.48	3 Transactions			
44	47700 KLABUNDE ELECTRIC INC 03-330-000-0000-6305			228.76	Exterior Wall Score	6288	BLDG - REPAIRS & MAINTENANCE	N
	47700 KLABUNDE ELECTRIC INC			228.76	1 Transactions			
45	48900 KRIS ENGINEERING INC 03-330-000-0000-6503			471.00	Flat Carbide Insert	38378	EQUIPMENT REPAIR PARTS & SUPP	N
	48900 KRIS ENGINEERING INC			471.00	1 Transactions			
46	50050 L & S CONSTRUCTION CORP 03-310-000-0000-6501			3,995.40	Gravel		ROAD MAINTENANCE SUPPLIES & MA	N
47	03-320-000-0000-6505			595.89	Gravel		ENG. & CONST.MATERIALS & SUPPI	N
	50050 L & S CONSTRUCTION CORP			4,591.29	2 Transactions			
49	50900 LAVOY'S REPAIR LLC 03-330-000-0000-6306			190.00	Change Tires	58660	MAINTENANCE - EQUIPMENT	N
48	03-330-000-0000-6503			25.00	O-Ring	58660	EQUIPMENT REPAIR PARTS & SUPP	N
	50900 LAVOY'S REPAIR LLC			215.00	2 Transactions			
50	50921 LEACH/JOSHUA 03-310-000-0000-6507			200.00	Leach, Josh - Boot Reimburse		MISCELLANEOUS EXPENSES	N
	50921 LEACH/JOSHUA			200.00	1 Transactions			
51	53227 LOFFLER COMPANIES INC 03-301-000-0000-6310			179.28	Copies	4346037	OFFICE EQUIPMENT REPAIR & MAIP	N
	53227 LOFFLER COMPANIES INC			179.28	1 Transactions			

*** Redwood County ***



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5/25/23 9:57AM
3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	Paid On Bhf #	On Behalf of Name
52	55610	M-R SIGN CO			171.20	Signs		218594	ROAD MAINTENANCE SUPPLIES & M		N
53	03-310-000-0000-6501				749.25	R12-5-24 Signs		219772	ROAD MAINTENANCE SUPPLIES & M		N
	55610	M-R SIGN CO			920.45		2 Transactions				
54	56300	MEADOWLAND FARMERS COOP			177.41	Trimec		194698	BLDG - REPAIRS & MAINTENANCE		N
	56300	03-330-000-0000-6305			177.41		1 Transactions				
55	56913	MIDWEST SUPPLY OF TRACY			13.97	Keys for Walnut Shop		312145	SHOP MATERIALS & SUPPLIES		N
	56913	03-330-000-0000-6502			13.97		1 Transactions				
56	62010	NEWMAN SIGNS INC			1,059.02	8'-2# Post			ROAD MAINTENANCE SUPPLIES & M		N
57	03-310-000-0000-6501				1,107.02	10'-2#			ROAD MAINTENANCE SUPPLIES & M		N
58	03-310-000-0000-6501				5,528.52	8'-3# Posts			ROAD MAINTENANCE SUPPLIES & M		N
	62010	NEWMAN SIGNS INC			7,694.56		3 Transactions				
59	63540	NORTH CENTRAL INTERNATIONAL INC			1,175.45	Repair Parts		570287	EQUIPMENT REPAIR PARTS & SUPP		N
60	03-330-000-0000-6503				274.86	Repair Parts		570404	EQUIPMENT REPAIR PARTS & SUPP		N
61	03-330-000-0000-6503				1,029.97	Repair Parts		570506	EQUIPMENT REPAIR PARTS & SUPP		N
62	03-330-000-0000-6503				180.46	Repair Parts		570658	EQUIPMENT REPAIR PARTS & SUPP		N
63	03-330-000-0000-6503				526.77	Repair Parts		570748	EQUIPMENT REPAIR PARTS & SUPP		N
64	03-330-000-0000-6503				579.46	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP		N
	63540	NORTH CENTRAL INTERNATIONAL INC			3,767.07		6 Transactions				
65	63622	NORTHERN SAFETY TECHNOLOGY INC			177.10	Strobe Light		55866	EQUIPMENT REPAIR PARTS & SUPP		N
	63622	03-330-000-0000-6503			177.10		1 Transactions				
66	63625	NORTHERN STATES SUPPLY INC			13.44	Freight		1673908	ROAD MAINTENANCE SUPPLIES & M		N
	63625	03-310-000-0000-6501			13.44		1 Transactions				
67	64208	O'REILLY AUTO PARTS			181.60	Battery		246282	EQUIPMENT REPAIR PARTS & SUPP		N
	64208	03-330-000-0000-6503			181.60		1 Transactions				

*** Redwood County ***



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099
64521	OLSON CHEVROLET									
68	03-330-000-0000-6503			639.92	Module				EQUIPMENT REPAIR PARTS & SUPP	N
69	03-330-000-0000-6503			886.61	Gooseneck & Harness				EQUIPMENT REPAIR PARTS & SUPP	N
70	03-330-000-0000-6306			300.00	Check Engine Light - Install M		67947		MAINTENANCE - EQUIPMENT	N
71	03-330-000-0000-6306			635.28	Install 5th Wheel & Light Harm		68200		MAINTENANCE - EQUIPMENT	N
64521	OLSON CHEVROLET			2,461.81		4 Transactions				
70280	PETE'S SMALL ENGINE									
72	03-330-000-0000-6503			73.50	Trimmer Head	1 Transactions	22804		EQUIPMENT REPAIR PARTS & SUPP	Y
70280	PETE'S SMALL ENGINE			73.50						
71300	PITNEY BOWES GLOBAL									
73	03-301-000-0000-6210			164.79	Postal Lease Feb-May	1 Transactions	3106063663		POSTAGE	N
71300	PITNEY BOWES GLOBAL			164.79						
76038	RED ROCK QUARRY INC									
74	03-310-000-0000-6501			5,205.76	Seal Coat Chips		10169		ROAD MAINTENANCE SUPPLIES & M	N
75	03-310-000-0000-6501			758.65	Seal Coat Chips		10251		ROAD MAINTENANCE SUPPLIES & M	N
76	03-310-000-0000-6501			949.50	3/4" with Fines	3 Transactions	10276		ROAD MAINTENANCE SUPPLIES & M	N
76038	RED ROCK QUARRY INC			6,913.91						
76350	REDWOOD COUNTY RECORDER									
77	03-320-000-0000-6291			364.00	ROW	1 Transactions			PROFESSIONAL & TECHNICAL SER	N
76350	REDWOOD COUNTY RECORDER			364.00						
76758	REDWOOD TIRE SERVICE INC									
78	03-330-000-0000-6503			5.00	Stem				EQUIPMENT REPAIR PARTS & SUPP	N
79	03-330-000-0000-6306			30.00	Tire Repair		5254		MAINTENANCE - EQUIPMENT	N
80	03-330-000-0000-6306			30.00	Tire Repair		5412		MAINTENANCE - EQUIPMENT	N
81	03-330-000-0000-6306			110.00	Tire Repair	4 Transactions	5533		MAINTENANCE - EQUIPMENT	N
76758	REDWOOD TIRE SERVICE INC			175.00						
76766	REEDSBURG HARDWARE CO									
82	03-330-000-0000-6502			2,975.15	Chain & Hooks	1 Transactions	10164MN		SHOP MATERIALS & SUPPLIES	N
76766	REEDSBURG HARDWARE CO			2,975.15						
78815	RSS GROUP INTERNATIONAL INC									
83	03-330-000-0000-6502			60.66	Drill Bits		74445		SHOP MATERIALS & SUPPLIES	N
84	03-330-000-0000-6503			79.47	Swivel Set		74505		EQUIPMENT REPAIR PARTS & SUPP	N
85	03-330-000-0000-6502			12.90	Air Inlet		74556		SHOP MATERIALS & SUPPLIES	N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Vendor Name	Account/Formula	Accr	Rdt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	On Behalf of Name
86	78815	RSS GROUP INTERNATIONAL INC			72.93	Black Oxide	4 Transactions	74587	SHOP MATERIALS & SUPPLIES	N
					225.96					
87	79500	RUNNINGS FARM & FLEET			237.97	Shop Supplies	6 Transactions	4118487	SHOP MATERIALS & SUPPLIES	N
88		03-330-000-0000-6502			86.97	Mailboxes		4121411	ROAD MAINTENANCE SUPPLIES & M	N
89		03-310-000-0000-6501			59.99	Battery Charger		4127888	EQUIPMENT REPAIR PARTS & SUPP	N
90		03-330-000-0000-6503			54.98	Fittings		4128345	EQUIPMENT REPAIR PARTS & SUPP	N
91		03-320-000-0000-6505			112.55	Engineering Supplies		4128543	ENG. & CONST.MATERIALS & SUPPI	N
92		03-330-000-0000-6503			72.98	Trimmer Line		4138024	EQUIPMENT REPAIR PARTS & SUPP	N
					625.44					
93	80086	SAFETY TECHNOLOGIES INC			2,593.28	Repair Parts	2 Transactions	230214	EQUIPMENT REPAIR PARTS & SUPP	N
94		03-330-000-0000-6503			657.08	Repair Parts		230518	EQUIPMENT REPAIR PARTS & SUPP	N
					3,250.36					
95	80075	SAFETY-KLEEN SYSTEMS INC			125.44	Parts Washer	1 Transactions	R002910628	SHOP MATERIALS & SUPPLIES	N
					125.44					
96	82465	SMI & HYDRAULICS			127.21	Rebuild Cylinder	1 Transactions		EQUIPMENT REPAIR PARTS & SUPP	N
					127.21					
97	83380	SPRINGFIELD ADVANCE PRESS			69.00	ROW - Noxious Weed Posting	1 Transactions	213809	PRINTING & PUBLISHING	N
					69.00					
101	88135	TOTAL GLASS INC			136.00	Windshield Replacement	5 Transactions		MAINTENANCE - EQUIPMENT	N
102		03-330-000-0000-6306			2,956.52	Windshield Replacement		21206	EQUIPMENT REPAIR PARTS & SUPP	N
103		03-330-000-0000-6503			136.00	Windshield Replacement		21262	MAINTENANCE - EQUIPMENT	N
104		03-330-000-0000-6306			136.00	Windshield Replacement		21336	MAINTENANCE - EQUIPMENT	N
105		03-330-000-0000-6306			190.00	Windshield Replacement			MAINTENANCE - EQUIPMENT	N
					3,554.52					
99	88743	TRUCK CENTER COMPANIES			299.00	Shop Supplies			SHOP MATERIALS & SUPPLIES	Y
98		03-330-000-0000-6502			712.12	Filters			EQUIPMENT REPAIR PARTS & SUPP	Y

*** Redwood County ***



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Vendor Name	Account/Formula	Ref	Accr	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
							Paid On Bhf #	On Behalf of Name	
100	88743	03-330-000-0000-6503 TRUCK CENTER COMPANIES			Repair Parts	3 Transactions		EQUIPMENT REPAIR PARTS & SUPP	Y
106	90428	03-310-000-0000-6501 UNIQUE PAVING MATERIALS			UPM Winter Mix		73683	ROAD MAINTENANCE SUPPLIES & A	N
107		03-310-000-0000-6501 UNIQUE PAVING MATERIALS			UPM Winter Mix	2 Transactions	73797	ROAD MAINTENANCE SUPPLIES & A	N
108	91159	03-310-000-0000-6507 VAULT HEALTH			Drug Testing	1 Transactions		MISCELLANEOUS EXPENSES	N
109	92281	03-301-000-0000-6401 WALMART COMMUNITY			Supplies for 5 Year Plan Meet	1 Transactions	1042000314	OFFICE SUPPLIES	N
110	48203	03-330-000-0000-6503 WEELBORG FORD INC			Tire Repair			EQUIPMENT REPAIR PARTS & SUPP	N
111		03-330-000-0000-6306 WEELBORG FORD INC			Tire Repair	2 Transactions	346968	MAINTENANCE - EQUIPMENT	N
112	93070	03-330-000-0000-6502 WELTSCH EQUIPMENT INC			Grease Joint & Socket Set	1 Transactions	43328	SHOP MATERIALS & SUPPLIES	N
113	93110	03-320-000-0000-6291 WIDSETH SMITH NOLTING & ASSOCIATES			Consult Engineer Fees		223031	PROFESSIONAL & TECHNICAL SER	N
114		03-320-000-0000-6291 WIDSETH SMITH NOLTING & ASSOCIATES			Consult Engineer Fees		223032	PROFESSIONAL & TECHNICAL SER	N
115		03-320-000-0000-6291 WIDSETH SMITH NOLTING & ASSOCIATES			Consult Engineer Fees		223033	PROFESSIONAL & TECHNICAL SER	N
116		03-320-000-0000-6291 WIDSETH SMITH NOLTING & ASSOCIATES			Consult Engineer Fees		223034	PROFESSIONAL & TECHNICAL SER	N
117		03-320-000-0000-6291 WIDSETH SMITH NOLTING & ASSOCIATES			Consult Engineer Fees	5 Transactions	223035	PROFESSIONAL & TECHNICAL SER	N
118	99028	03-330-000-0000-6502 ZACKS INC			Shop Supplies	1 Transactions	36113	SHOP MATERIALS & SUPPLIES	N
119	99290	03-330-000-0000-6503 ZIEGLER INC			Hamass		1012802	EQUIPMENT REPAIR PARTS & SUPP	N
120		03-330-000-0000-6503 ZIEGLER INC			Repair Parts		975662	EQUIPMENT REPAIR PARTS & SUPP	N



*** Redwood County ***

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Vendor Name	Account/Formula	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Description	1099
121	09-330-000-0000-6503		17.46	Filters		982634		EQUIPMENT REPAIR PARTS & SUPP	N
122	08-330-000-0000-6503		1,610.62	Cutting Edges		986061		EQUIPMENT REPAIR PARTS & SUPP	N
99290	ZIEGLER INC		1,985.13		4 Transactions				

3 Fund Total: 107,347.45 ROAD AND BRIDGE 54 Vendors 122 Transactions

Final Total: 107,347.45 54 Vendors 122 Transactions

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

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



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	3	107,347.45	ROAD AND BRIDGE
All Funds		107,347.45	Total
			Approved by,
		
		



REQUEST FOR BOARD ACTION

Requested Board Date:	6/6/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve Professional Engineering Services for State Aid Project 064-602-025 (CSAH 2).		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve professional engineering services agreement with Bolton and Menk for design of State Aid Project 064-602-025 (CSAH 2) including bridge replacements 4065 and 3824 in the amount of \$360,499.

Background Information:

This section of CSAH 2 is in dire need of reconstruction due to the advanced roadway deterioration. State Aid Project 064-602-025 will include reconstruction of 3.5 miles of CSAH 2, from 305th Street to CSAH 11, replace bridges 4065 and 3824 along with associated rural drainage, grading and bituminous paving work. The project is currently budgeted for \$5.8M in construction funds using a combination of State Aid Regular Construction funds and Local Option Sales Tax Funds. Redwood County will also annually apply for RAISE Grant funds, and if successful will convert the project to federal funding. If selected for federal funding, the scope of the project would increase to include a mill and overlay on CSAH 2, from MN 87 to CSAH 11 (paved in 2003), ultra thin bonded wearing course from 305th Street to CSAH 24 (paved in 2016), and other safety, environmental sustainability, quality of life, mobility, economic competitiveness and opportunity, partnership and collaboration, and innovation requirements.

Preliminary design, design, permitting and RAISE grant services are needed to support this construction project, requiring over 2,257 hours of support work.

The Highway Department received proposals for structural Professional Engineering services from four firms:
 A) Wiseth- \$336,557 B) Bolton and Menk- \$360,499 C) Stonebrooke Engineering- \$515,100 D) Kimley Horn- \$748,615

Bolton and Menk was ranked the highest on a combination of project team, project understanding, experience, work plan, deliverable schedule, and cost. Professional service contracts may use non-competitive bidding processes per MN Statutes 15.061, 16C.08 and 16C.087. CSAH design costs will be reimbursed through State Aid Construction funds.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

**REDWOOD COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 6th day of June, 2023 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 1820 East Bridge Street, Redwood, Minnesota 56283, and Bolton and Menk, Inc. (the “Consultant”), 1243 Cedar Street Northeast, Sleepy Eye, MN 56085.

WHEREAS, the County is in need of CSAH 2 Professional Engineering Design Services (the “Project”); and

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

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

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

AGREEMENT

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

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

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

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

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

3. ITEMS PROVIDED BY THE COUNTY.

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

4. PAYMENT TO CONSULTANT.

4.1 Rates and Contract Maximum. For services satisfactorily completed in accordance with this Agreement, the County shall pay the Consultant in accordance with the project amounts specified in **Exhibit C**. Notwithstanding any provision to the contrary, the total compensation payable to the Consultant for services and expenses under this Agreement shall not exceed **\$360,499** (the "Contract Maximum"). In the event the County requests services that would require payment in excess of the Contract Maximum, the Consultant shall not proceed until such time as the County has approved such modification or addition by written amendment to this Agreement.

4.2 Payment of Costs. Reimbursable expenses are included in the project amounts specified in **Exhibit C**. No additional charges for expenses or reimbursements will be

allowed without the prior written authorization of the County's Authorized Representative.

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

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

Bolton and Menk, Inc
1243 Cedar Street Northeast
Sleepy Eye, MN 56085

5. AUTHORIZED REPRESENTATIVE.

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

Redwood County Highway Department
C/O Anthony Sellner
P.O. Box 6
Redwood Falls, MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

6.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the Consultant, be considered an employee, agent or representative of the County. The Consultant is to be and shall remain an independent contractor with respect to all services performed

under this Agreement. Consultant shall utilize the Redwood County Attorney's Office personnel to perform all services under this Agreement.

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

7. INSURANCE AND INDEMNIFICATION.

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

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

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

8. RECORDS AND INFORMATION.

8.1 Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, and other work prepared or furnished by Consultant pursuant to this Agreement are work products of the County and shall be the property of the County. Consultant represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any

intellectual property rights of other persons or entities. Consultant shall furnish the County with all products upon completion of the work, and at any other time as requested by the County. Consultant may retain copies of all such work products and related documents, but Consultant may not use the work products and related documents for any purpose not related to the Project without the County's consent. No reports, documents, or other information that are generated under this Agreement shall be released by Consultant except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

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

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

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

9. AUDIT.

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

10. NOTICE.

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

11. DISPUTES.

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

12. TERMINATION AND SUSPENSION.

- 12.1 County Termination and Suspension With Cause. This Agreement may be suspended or terminated by the County if the Consultant violates any of the terms or conditions of this Agreement as determined by the County. In the event the County exercises its right to suspend or terminate this Agreement, the County shall submit written notice to the Consultant specifying the extent of the suspension or termination and the reasons therefore, and the date upon which suspension or termination becomes effective.
- 12.2 County Termination and Suspension Without Cause. The County may terminate this Agreement without cause by giving at least 30 days written notice to the Consultant. Upon receipt of a notice of such termination, the Consultant shall take all action necessary to discontinue work or further commit County funds.
- 12.3 Consultant Termination With Cause. This Agreement may be terminated by the Consultant if the County violates any of the terms or conditions of this Agreement

as determined by the Consultant. In the event the Consultant exercises its right to terminate this Agreement, the Consultant shall submit written notice to the County specifying the reasons therefore, and the date upon which termination becomes effective.

12.4 Consultant Termination Without Cause. The Consultant may terminate this Agreement without cause by giving at least 30 days written notice to the County. Upon County's receipt of a notice of such termination, the Consultant shall cease all work on the Project and provide all documents pertaining to the Project to the County as soon as is reasonably feasible, but not longer than five (5) business dates from the County's receipt of the notice of termination.

12.5 Payment upon Termination and Suspension With or Without Cause. The Consultant shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the County.

13. SURVIVAL.

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

14. GENERAL PROVISIONS.

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

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

14.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the

purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Redwood. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

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

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

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

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

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

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

[Signature page follows.]

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

REDWOOD COUNTY

BOLTON AND MENK, INC.

By: _____

By: _____

Jim Salfer
Print Name

Bill Helget, P.E.
Print Name

Redwood County Board Chair
Title

Principal Engineer
Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Redwood County Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

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

A. Redwood County will be reconstructing a 3.5 mile segment of CSAH 2, from 305th Street to CSAH 11, and is in need of professional engineering design services. Scope of work will include preliminary and final roadway design, Bridge 4065 and Bridge 3824 replacement design, rural drainage, grading and bituminous paving work.

As part of the annual RAISE Grant application, reoccurring annually in February, the consultant will provide a separate project layout and estimate which includes the above mentioned reconstruction, along with the following RAISE Grant Scope:

1. Mill and overlay on CSAH 2, from MN 67 to CSAH 11 (3 mi).
2. Ultra-thin bonded wearing course rehab on CSAH 2, from 305th Street to CSAH 24 (4.1 mi).
3. Multi-use trail adjacent to CSAH 2, from CSAH 13 to Lower Sioux Interpretive Center.
4. RRFB Trail Crossings on CSAH 2 at up to 2 locations.
5. Two Electric charging stations at location nearby.
6. Quantify tons of CO₂ removed with EV charging station installation.
7. If known, additional innovative technology or other environmental sustainability options.
8. Pedestrian survey on CSAH 2, between Jackpot Junction and Interpretive Center.
9. Map of areas of pedestrian disconnect within the area, showing areas that are not readily accessible without a car.
10. RAISE Grant Project Benefit Cost Analysis.

B. The preliminary and final design scope on CSAH 2, from 305th Street to CSAH 11 includes the following:

1. Preliminary design layout and profiles options will include evaluation of all existing horizontal and vertical curves to 55 mph standards, and review of sightlines at each intersection and at the Dakota Ridge Golf Course entrances. The Consultant will provide options to correct all corridor deficiencies.
2. The roadway section will have 12' driving lanes with 6' shoulders, of which 1' is paved. The county intends to have an additional 2' of unimproved shoulder to allow for a future overlay.
3. A new pavement section consisting of a minimum of 6" of pavement over 12" of aggregate base over 12" of select granular will be constructed to meet a 10-ton roadway requirement, along with subgrade corrections due to an existing and very low subgrade resistance (R) value of 7. The new roadway section will be constructed with Type 7 Geotextile fabric placed at the grading grade and 4" edge drain with 4" concrete headwall outlets.
4. Bridge Design:

- a. Bridge 4065 crosses the Wabasha Creek and Bridge 3824 crosses an unnamed stream. Both will be reconstructed in a manner to promote fish and wildlife passage and improve habitat for aquatic species at these two locations
 - b. Bridge 3824 replacement structure will be a box culvert.
 - c. Bridge 4065 has significant erosion downstream of this structure with a deep plunge pool forming. The plunge pool is indicative of abnormally high velocities thru the existing culverts and possible undersizing for present day storms. It is Redwood County's intent for the consultant to evaluate the hydraulics of this existing structure and determine the proper sizing of a new structure. The consultant will evaluate the layout options and price differences of a box culvert replacement versus a beam bridge, considering the new roadway alignment and geometrics.
5. Environmental Work:
- a. Redwood County is aware of the presence of numerous tribal artifacts along this route. In place preservation may be required which would impact the proposed geometrics and typical sections.
6. New signs will be designed and constructed with this project.
- C. The following additional requirements apply:
- 1. Plans will need to be completed to State Aid Standards.
 - 2. A project kickoff meeting (in person) will occur, where we review project delivery schedule and complete a detailed site visit (2 hours).
 - 3. A design layout and profile options will be submitted per the project schedule to enable effective County coordination with the Lower Sioux and property owners via Public Open Houses. Up to three resubmittals of the design layout is expected. Attached is a checklist of required items on the design layout(s).
 - 4. The consultant will be required to research and survey the existing section corners in the 3.5 mile reconstruction portion of this project, re-monument the sections corners during construction and provide section corner certificates.
 - 5. Preliminary 60% plans will be submitted per the project schedule to enable right-of-way acquisition and archeological investigations. Attached is a checklist of required plan items with the 60% submittal.
 - 6. A preliminary plan review meeting will occur in person (1 hour).
 - 7. Final 100% plans will be submitted per the project schedule. Attached is a checklist of required plan items with the 100% submittal.
 - 8. Consultant to submit signed engineers estimate with the design layout, 60% and 100% plans.
 - 9. Consultant to submit State Aid Plan Review Checklist with 100% plans.
 - 10. The consultant will acquire all permits (DNR, COE, NPDES).
 - 11. The consultant will submit the Lab Testing and Plan Inspection Services Request Form with the 100% plans.
 - 12. The consultant will submit supplemental documentation as needed to support the county's RAISE grant applications, to include typical section exhibits/graphics. See previously mentioned RAISE Grant Scope.

13. The consultant will be responsible for MN Interagency Water Resource Application Form, Transaction Form to Withdraw Credits and coordinate purchase agreement for wetland banking credits.
14. The consultant will coordinate and lead two utility coordination meetings, an initial meeting in 2024 and a follow-up meeting in 2025 reviewing and validating utility relocation plans by each utility company.
15. For the bridge design, the consultant will obtain the new bridge number, obtain soil boring quotes (minimum of 2), which will be directly billed to the County.
16. The consultant and county will have monthly 1 hour project management team meetings to review project progress and action items. At least one meeting per quarter will occur in person. The consultant will maintain a Project Issues/Action Item tracking document listing the following:
 - a. Action item;
 - b. Assignment;
 - c. Assignment date;
 - d. Due date;
 - e. Comments column, and
 - f. Note whether the item is open or closed.
17. During design, the consultant will provide quarterly project schedule updates via Microsoft Project, spreadsheet, or other software and provide submittals in PDF format.
18. The consultant should be prepared to answer contractor questions during construction bidding, and budget up to 40 hours for this task.
19. All monthly project billings will include the project SAP number, new bridge numbers existing bridge numbers, total billings to date and total consultant contract awarded amount. The consultant's project manager will also submit monthly breakdowns showing percent completion of each task, and percent of budget used for each task.

D. Redwood County's responsibilities include the following:

1. Redwood County will annually re-write and re-submit the RAISE Grant and will obtain all required Project support letters. If successful this will convert the project to federal funding, which is outside the scope of this proposal.
2. Redwood County has completed the roadway survey in 2018 and 2019. Additional needed survey will be done by Redwood County. Redwood County will complete the upstream and downstream bridge surveys as well, which are not yet complete.
3. Redwood County will obtain existing utility information through the GSOC system, and complete the utility surveys.
4. Redwood County will be responsible for ROW and easement acquisition.
5. Redwood County will complete agency coordination including submitting consultant packages to MnDOT for review and approval.
6. The County will provide all meeting spaces and facilitate communication with the Public and the Lower Sioux.
7. Redwood County will complete artifact coordination with the Lower Sioux Indian Community.
8. The county will coordinate and obtain Asbestos and Hazardous Waste Reports if required.

9. Redwood County hired AET to complete a geotechnical exploration in 2021, which included pavement cores, standard penetration test (SPT) borings to depths of 6', flight auger borings at the shoulder to depths of 2', ground penetrating radar, lab testing and report.
10. In 2021 Redwood County hired Kimley Horn and Associates, Inc to complete a detailed wetland delineation, delineation report and jurisdictional delineation request to the Department of Natural Resources (DNR), Army Corps of Engineer (USACOE), MN Board of Water and Soil Resources (BWSR) and Redwood Soil and Water Conservation District.

Table 1. Required Submittals for Project Layout, 60%, and 100% Plan Submittals.			
	Project Layout	60% Construction Plans	100% Construction Plans
Submittals			
Additional Submittals			
Updated Itemized Engineers Estimate of Costs	X	X	X
Project Layouts	X	X	X
Section Corner survey, re-monument during construction & corner certificate	X		X
RAISE Grant Submittals	X		
Photo Documentation of Existing Above Ground Conditions	X		
Vehicle Tracking & Turning Movement Layouts (as needed for businesses)	X		
Bridge Hydraulic Analysis and Risk Assessments	X		
Hydraulic layout, maps, reports, and model for storm water or culvert systems	X		
Sightline & Sight Triangle Layouts	X		
Determination of ROW and Easement Needs	X	X	
Utility Relocation Process	X		X
Local Street and Driveway Layouts, Profiles, and Cross Sections	X		
Construction Limits Drawing in Autodesk C3D format			X
Finished Grade Surface in Autodesk C3D format for Machine Control Grading			X
Electronic Autodesk C3D Files at Request of County			X
MnDOT Plan Review Checklists			X
Project Specifications (Consultant) & Bid Proposal (County)			X

Plan Requirements			
Title Sheet		X	X
General Layout			X
Statement of Estimated Quantities	X	X	X
Soils and Construction Notes		X	X
Earthwork Tabulation			X
Earthwork Summary		X	X
Standard Plates & Index of Tabulations		X	X
Quantity Tabulations			X
Typical Sections	X	X	X
Miscellaneous Details			X
Standard Plan Sheets		X	X
Traffic Control Plans and Tabulations		X	X
Right of Way Plat, Parcel Exhibits and Legal Descriptions		X	
Existing Topography and Utility Relocation Plans		X	X
Removal Plans		X	X
Alignment Plan and Tabulations	X	X	X
Construction Plan Sheets		X	X
Roadway, Street, and Driveway Profile Sheets (as needed)	X	X	X
Intersection Details		X	X
Superelevation Plan	X	X	X
Existing Drainage Tabulation			X
Proposed Drainage Tabulation			X
Drainage Plans and Profiles		X	X
Storm Sewer Lateral Profile Sheets		X	X
Grading Plan (for ponds/infiltration/detention basins)		X	X
Temporary Erosion / Sediment Control Plans			X
Turf Establishment and Permanent Erosion / Sediment Control Plans			X
SWPPP			X
Signing Plans (Including Regulatory, Warning, and Information Signs)			X
Striping Plans			X
Landscaping/Fence Plans			X
Retaining Wall Plans, Profiles, Details, Sections and Notes (if necessary)		X	X
Detailed Cross-Sections	X	X	X
Bridge Plans (Preliminary and Final)		X	X

EXHIBIT B

PROJECT SCHEDULE

The Consultant will provide the County with the services in **Exhibit A** beginning upon the date of the Agreement and shall end on December 31, 2029.

The three key road and bridge submittal dates are: (1) Design Layout, (2) 60% Plans and (3) 100% Plans. Failure to deliver the project will result in a rushed right-of-way acquisition timeline and cause additional right-of-way costs for the County. Failure to deliver will also hinder the County's ability to submit a solid RAISE Grant Re-Application each year. The consultant is expected to perform and prioritize the project accordingly. Adjustments to schedule due to unforeseen circumstances related to Public input or Lower Sioux feedback will be negotiated at that time.

The project schedule follows:

Project Kickoff

Jun, 2023: Award of Proposal, Project Kickoff Meeting and Site Review

Phase A: Concept Development & Public Engagement

Jun 2023 – Dec 2023: RAISE Grant Scope

Jun 2023 – Sep 2024: Design Layout & Profile Options (Recon Portion Only), Hydraulic Analysis & Risk Assessment for Bridges, Bridge Options, Lower Sioux Presentations & Public Open Houses (x3), Preliminary Cost Estimates

Dec 2023 – Dec 2024: ROW Acquisition, Utility relocation meeting, Permit Applications, Archeological Investigations, Plan/Profile Adjustments, RAISE Grant Re-Application

Phase B: Plan Production

Sep – Dec 2024: 60% Road Design Plans, Preliminary Bridge Plans

Sep 2025: 100% Road Design and Bridge Plans complete with State Aid signatures, ROW Plat, Finish Permits, ROW Acquisition, Final Utility Relocation Meeting

Nov 2025: Advertise project

Jan 2026: Award project

Apr 2026 – Jul 2027: Construction, Grading and Bridge Recon in 2026, Paving in 2027

Sep 2027: Project closeout



EXHIBIT C COMPENSATION

The County shall pay Consultant **\$360,499** for the performance of the services in **Exhibit A** pursuant to the terms and conditions of section 4. **PAYMENT TO CONSULTANT** of the Agreement. Any additional expenses, will require pre-approval by the County's Authorized Representative prior to incurring the expense.

PHASE A

Redwood County CSAR 2 Reconstruction		Bulfinch & Meek, Inc.														
PHASE A																
Task No.	Work Task Description	Project Manager	Design Lead	QA/QC Advisor	Wetland Specialist	Archaeological Lead	Structural Engineering Lead	Federal/State Aid Advisor	Environmental Documentation Lead	Land Surveyor	Survey Crew Chief	Funding Assistance	Transportation Engineer	Admin/Coordination	Total Hours	Total Cost
1.0	Project Management	80	120	30	0	0	10	0	0	0	0	0	0	0	220	\$35,870
2.0	Survey	0	0	0	0	0	0	0	0	40	40	0	0	3	83	\$14,140
4.0	Preliminary Design	46	420	0	0	0	125	0	0	15	0	0	0	0	606	\$96,783
5.0	Natural Resources Services	0	0	0	4	0	0	0	0	0	0	0	0	0	4	\$540
Total Hours		106	540	30	4	0	135	0	0	55	40	0	0	3	915	
Average Hourly Rate		\$185.00	\$241.00	\$178.00	\$135.00	\$155.00	\$215.00	\$169.00	\$148.00	\$168.00	\$181.00	\$103.00	\$163.00	\$60.00		
Subtotal		\$19,898	\$76,140	\$5,340	\$540	\$0	\$28,755	\$0	\$0	\$9,240	\$7,340	\$0	\$0	\$180		

Total Fee - Phase A

\$146,813

PHASE B

Redwood County CSAR 2 Reconstruction		Bulfinch & Meek, Inc.														
PHASE B																
Task No.	Work Task Description	Project Manager	Design Lead	QA/QC Advisor	Wetland Specialist	Archaeological Lead	Structural Engineering Lead	Federal/State Aid Advisor	Environmental Documentation Lead	Land Surveyor	Survey Crew Chief	Funding Assistance	Transportation Engineer	Admin/Coordination	Total Hours	Total Cost
3.0	Project Management	70	140	40	0	0	30	20	0	0	0	0	0	0	280	\$45,280
2.0	Survey	0	0	0	0	0	0	0	0	39	20	0	0	3	62	\$10,392
5.0	Natural Resources Services	0	0	0	48	0	0	0	40	0	0	0	0	0	88	\$12,400
6.0	Final Design	94	518	0	0	0	205	0	0	0	0	0	0	0	815	\$151,837
Total Hours		164	658	40	48	0	215	20	40	39	20	0	0	3	1,245	
Average Hourly Rate		\$183.00	\$241.00	\$178.00	\$135.00	\$155.00	\$213.00	\$169.00	\$148.00	\$168.00	\$181.00	\$103.00	\$163.00	\$60.00		
Subtotal		\$30,012	\$92,496	\$7,120	\$6,480	\$0	\$45,795	\$3,380	\$5,920	\$6,552	\$3,620	\$0	\$0	\$180		

Total Fee - Phase B

\$191,789

RAISE GRANT

Redwood County CSAR 2 Reconstruction		Bulfinch & Meek, Inc.														
RAISE GRANT SCOPE																
Task No.	Work Task Description	Project Manager	Design Lead	QA/QC Advisor	Wetland Specialist	Archaeological Lead	Structural Engineering Lead	Federal/State Aid Advisor	Environmental Documentation Lead	Land Surveyor	Survey Crew Chief	Funding Assistance	Transportation Engineer	Admin/Coordination	Total Hours	Total Cost
3.0	RAISE Grant Scope	0	50	0	0	0	0	0	0	0	0	19	30	0	99	\$19,897
Total Hours		0	50	0	0	0	0	0	0	0	0	19	30	0	99	
Average Hourly Rate		\$183.00	\$241.00	\$178.00	\$135.00	\$155.00	\$213.00	\$169.00	\$148.00	\$168.00	\$181.00	\$103.00	\$163.00	\$60.00		
Subtotal		\$0	\$7,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,957	\$4,890	\$0		

Total Fee - RAISE Grant Scope

\$13,897

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
 - a. General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Consultant agrees that under no circumstances shall the County be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. Minimum Limits of Insurance: Consultant shall maintain **NO LESS THAN** the following limits of insurance:
 - a. General Liability Insurance, and if necessary, Umbrella Liability:
 - \$2,000,000 per occurrence
 - \$3,000,000 annual aggregate
 - \$3,000,000 products and completed operations aggregate
 - \$1,000,000 aggregate limit – Umbrella Policy
 - b. Business Automobile Liability and if necessary, Umbrella Liability:
 - \$2,000,000 per occurrence

- c. Employers Liability:
 - as required by the State of Minnesota
 - d. Professional/Technical Liability or Errors and Omissions:
 - \$500,000 per occurrence – Errors & Omissions
 - \$1,000,000 per occurrence – Bond (conduct by employee constituting malfeasance, willful neglect of duty or bad faith)
 - \$3,000,000 annual aggregate
3. Deductibles and Self-Insurance:
- a. Any deductibles will be the sole responsibility of the Consultant and may not exceed \$50,000 without the written consent of the County. Any request for a higher deductible must first be approved by the County after Consultant provides the County with financial documentation sufficient for the County to determine whether Consultant has the financial resources to cover the requested deductible.
4. Additional Insurance Conditions:
- a. Consultant's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County. The County's insurance or self-insurance program shall be excess of Consultant's insurance and shall not contribute to it.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the NCDA or its officers, officials, employees or volunteers.
 - c. Consultant must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.
5. Verification of Coverage:
- Consultant shall provide the County with certificates of insurance and original endorsements showing that the Consultant has each type of insurance coverage and limits required under this Agreement. All certificates and endorsements are to be received and approved by the County before work commences.



REQUEST FOR BOARD ACTION

Requested Board Date:	6/6/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve Professional Engineering Services for Federally Funded EV Charging Stations.		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve professional engineering services agreement with Bolton and Menk for design of federally funded EV Charging Stations in the amount of \$54,133.

Background Information:

Redwood County received \$325,680 in Federal funds for EV Charging Stations, to be constructed in 2024. This project includes four port level two chargers and four level three DC fast chargers. The infrastructure will be split between the Highway Department and the Government Center, and will be for public and employee use.

Once installed, the units are placed on the county's insurance policy. Southern Minnesota Municipal Power Agency then bills electric costs to the County. A third party maintains the charging stations, bills customers at time of usage and deposits the collected customer payments to the County.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

**REDWOOD COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 6th day of June, 2023 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 1820 East Bridge Street, Redwood, Minnesota 56283, and Bolton and Menk, Inc. (the “Consultant”), 1243 Cedar Street Northeast, Sleepy Eye, MN 56085.

WHEREAS, the County is in need of Professional Engineering Design Services for Federal EV Charging Stations (the “Project”); and

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

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

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

AGREEMENT

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

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

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

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

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

3. ITEMS PROVIDED BY THE COUNTY.

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

4. PAYMENT TO CONSULTANT.

4.1 Rates and Contract Maximum. For services satisfactorily completed in accordance with this Agreement, the County shall pay the Consultant in accordance with the project amounts specified in **Exhibit C**. Notwithstanding any provision to the contrary, the total compensation payable to the Consultant for services and expenses under this Agreement shall not exceed \$54,133 (the "Contract Maximum"). In the event the County requests services that would require payment in excess of the Contract Maximum, the Consultant shall not proceed until such time as the County has approved such modification or addition by written amendment to this Agreement.

4.2 Payment of Costs. Reimbursable expenses are included in the project amounts specified in **Exhibit C**. No additional charges for expenses or reimbursements will be

allowed without the prior written authorization of the County's Authorized Representative.

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

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

Bolton and Menk, Inc
1243 Cedar Street Northeast
Sleepy Eye, MN 56085

5. AUTHORIZED REPRESENTATIVE.

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

Redwood County Highway Department
C/O Anthony Sellner
P.O. Box 6
Redwood Falls, MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

6.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the Consultant, be considered an employee, agent or representative of the County. The Consultant is to be and shall remain an independent contractor with respect to all services performed

under this Agreement. Consultant shall utilize the Redwood County Attorney's Office personnel to perform all services under this Agreement.

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

7. INSURANCE AND INDEMNIFICATION.

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

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

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

8. RECORDS AND INFORMATION.

8.1 Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, and other work prepared or furnished by Consultant pursuant to this Agreement are work products of the County and shall be the property of the County. Consultant represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any

intellectual property rights of other persons or entities. Consultant shall furnish the County with all products upon completion of the work, and at any other time as requested by the County. Consultant may retain copies of all such work products and related documents, but Consultant may not use the work products and related documents for any purpose not related to the Project without the County's consent. No reports, documents, or other information that are generated under this Agreement shall be released by Consultant except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

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

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

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

9. AUDIT.

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

10. NOTICE.

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

11. DISPUTES.

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

12. TERMINATION AND SUSPENSION.

12.1 County Termination and Suspension With Cause. This Agreement may be suspended or terminated by the County if the Consultant violates any of the terms or conditions of this Agreement as determined by the County. In the event the County exercises its right to suspend or terminate this Agreement, the County shall submit written notice to the Consultant specifying the extent of the suspension or termination and the reasons therefore, and the date upon which suspension or termination becomes effective.

12.2 County Termination and Suspension Without Cause. The County may terminate this Agreement without cause by giving at least 30 days written notice to the Consultant. Upon receipt of a notice of such termination, the Consultant shall take all action necessary to discontinue work or further commit County funds.

12.3 Consultant Termination With Cause. This Agreement may be terminated by the Consultant if the County violates any of the terms or conditions of this Agreement

as determined by the Consultant. In the event the Consultant exercises its right to terminate this Agreement, the Consultant shall submit written notice to the County specifying the reasons therefore, and the date upon which termination becomes effective.

12.4 Consultant Termination Without Cause. The Consultant may terminate this Agreement without cause by giving at least 30 days written notice to the County. Upon County's receipt of a notice of such termination, the Consultant shall cease all work on the Project and provide all documents pertaining to the Project to the County as soon as is reasonably feasible, but not longer than five (5) business dates from the County's receipt of the notice of termination.

12.5 Payment upon Termination and Suspension With or Without Cause. The Consultant shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the County.

13. SURVIVAL.

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

14. GENERAL PROVISIONS.

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

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

14.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the

purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Redwood. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

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

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

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

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

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

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

[Signature page follows.]

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

REDWOOD COUNTY

BOLTON AND MENK, INC.

By: _____

By: _____

Jim Salfer
Print Name

Bill L. Helget, P.E.
Print Name

Redwood County Board Chair
Title

Principal Engineer
Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Redwood County Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

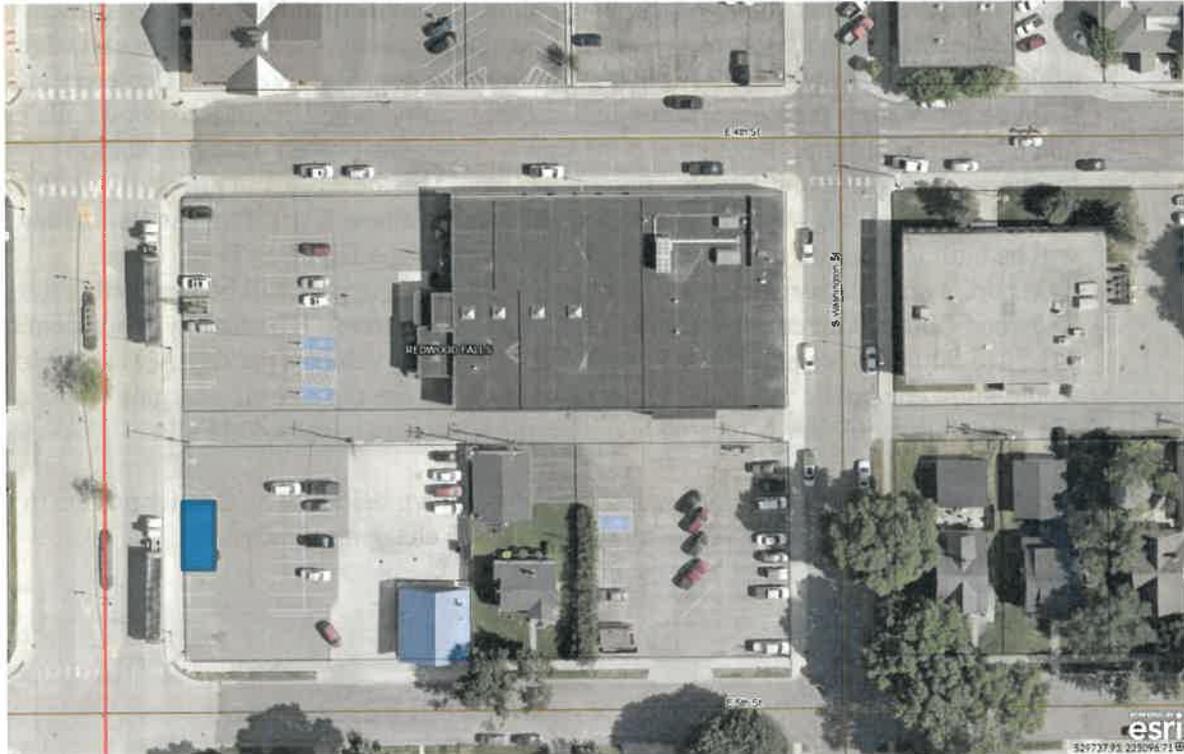
The Consultant agrees to provide Consultation Services for the County during the term of this Agreement. The Consultant shall use sound and independent professional judgment in performing these duties. Said “Consultation Services” include the following:

A. Redwood County will install two EV charging station projects for the Carbon Reduction Program. The project will be federally funded for 2024 construction with a \$400,000 budget, of which \$325,680 will be federal funds and the remainder will be local funds.

In order to serve local and regional needs, the proposed electric vehicle charging stations will be installed as follows:

- 1) Two port level 2 chargers and two each level 3 DC fast chargers will be installed at the Redwood County Highway Department’s 17 acre public facility (1820 East Bridge Street). The facility is adjacent to TH 71 (6,645 vehicles per day ADT) and CSAH 1 (2,850 vehicles per day ADT) which would allow the public and Highway Department to use the electric charging stations. The Highway Department is located on the east edge of the City of Redwood Falls, within 2 miles from the new State Veterans Cemetery and within 5 miles from the Lower Sioux Indian Community. The City of Redwood Falls has one EV charging station location and the Lower Sioux has two EV charging station locations. This particular EV charging station would be the closest in proximity to TH 71 of any of the charging stations, and will be adjacent to a new Kwik Trip gas station that will be built in 2023 on the parcel immediately west of the Highway Department.
- 2) Two port level 2 chargers and two each level 3 DC fast chargers will be installed at the Redwood County Government Center (403 South Mill Street). The facility is adjacent to TH 71 (5,900 vehicles per day ADT) and TH 19 (10,600 vehicles per day ADT) which would allow the public and local agency employees to use the electric charging stations. The Government Center is located in the heart of downtown Redwood Falls.

B. The location of the charging stations will likely be as shown below. The County prefers to install a 6-8” concrete pad over 12” of aggregate base at the charging locations.



C. The Consultant will determine which Electric Charging Station partner, such as ZEF, can be used to install chargers and meet Federal Acquisition Requirements. The County suspects the largest challenge on this project will be to meet Buy America requirements.

D. The following additional requirements apply:

1. Plans will need to be completed to State Aid Standards.

2. A design layout will be submitted to enable effective County coordination with the County Board and Employees and with utility owners.
3. The consultant will be required to survey the site locations.
4. Preliminary 60% plans will be submitted per the project schedule to enable completion of the categorical exclusion by the consultant. Attached is a checklist of required plan items with the 60% submittal.
5. Final 100% plans will be submitted per the project schedule. Attached is a checklist of required plan items with the 100% submittal.
6. Consultant to submit signed engineers estimate with the design layout, 60% and 100% plans.
7. Consultant to submit Federal Aid and State Aid Plan Review Checklist with 100% plans.
8. The consultant will acquire all permits, if any.
9. The consultant will submit the Lab Testing and Plan Inspection Services Request Form with the 100% plans.
10. The consultant will coordinate and lead a utility coordination meeting, validating utility relocation plans by each utility company.
11. The consultant and county will have quarterly 1 hour project management team meetings to review project progress and action items. The consultant will maintain a Project Issues/Action Item tracking document listing the following:
 - a. Action item;
 - b. Assignment;
 - c. Assignment date;
 - d. Due date;
 - e. Comments column, and
 - f. Note whether the item is open or closed.
12. The consultant should be prepared to answer contractor questions during bidding, and budget up to 10 hours for this task.
13. All monthly project billings will include the project SP number, total billings to date and total consultant contract awarded amount.

E. No Right-of-Way acquisition is expected.

F. The consultant will complete all project specification and bid proposal, advertise and open bids, and work with the County to properly award the contract using the County's contract templates.

G. The consultant will complete all required construction inspection for this project. This work includes preconstruction and weekly meetings, meeting minutes, shop drawing and material list review, supplier review, drafting of change orders, review of all project materials, pay requests, documented payroll review, material testing records, labor compliance interviews, SWPPP compliance, inspection, project documentation and IC 134 submission tracking.

Table 1. Required Submittals for Project Layout, 60%, and 100% Plan Submittals.			
Submittals	Project Layout	60% Construction Plans	100% Construction Plans
Additional Submittals			
Updated Itemized Engineers Estimate of Costs		X	X
Project Layouts	X	X	X
Utility Relocation Process		X	X
Electronic Autodesk or Microstation C3D Files at Request of County			X
MnDOT Plan Review Checklists			X
Project Specifications & Bid Proposal			X
Plan Requirements			
Title Sheet		X	X
Statement of Estimated Quantities		X	X
Soils and Construction Notes		X	X
Earthwork Summary, Standard Plates & Index of Tabulations			X
Quantity Tabulations		X	X
Typical Concrete Pavement Section		X	X
Miscellaneous Details			X
Standard Plan Sheets			X
Traffic Control Plan		X	X
Removal, Existing Topography and Utility Relocation Plan		X	X
Construction Plan Sheets		X	X
Striping Plan			X

EXHIBIT B

PROJECT SCHEDULE

The Consultant will provide the County with the services in **Exhibit A** beginning upon the date of the Agreement and shall end on December 31, 2025.

The project schedule follows:

Apr 27 2023:	RFP
May 12, 2023:	Proposal Due
Jun 6, 2023:	Award of Proposal, Virtual Project Kickoff Meeting and Virtual Site Review
Jun – Dec 2023:	Survey, Design, Federal Approvals, Utility Coordination
Aug 2023:	60% Plans Due
Nov 2023:	Categorical Exclusion Due
Jan 2024:	Final Utility Relocation Meeting, DCP Checklist
Feb 2024:	Advertise Project
Mar 2024:	Award Project
Apr 2024 – Sep 2024:	Construction and Construction Inspection by Consultant

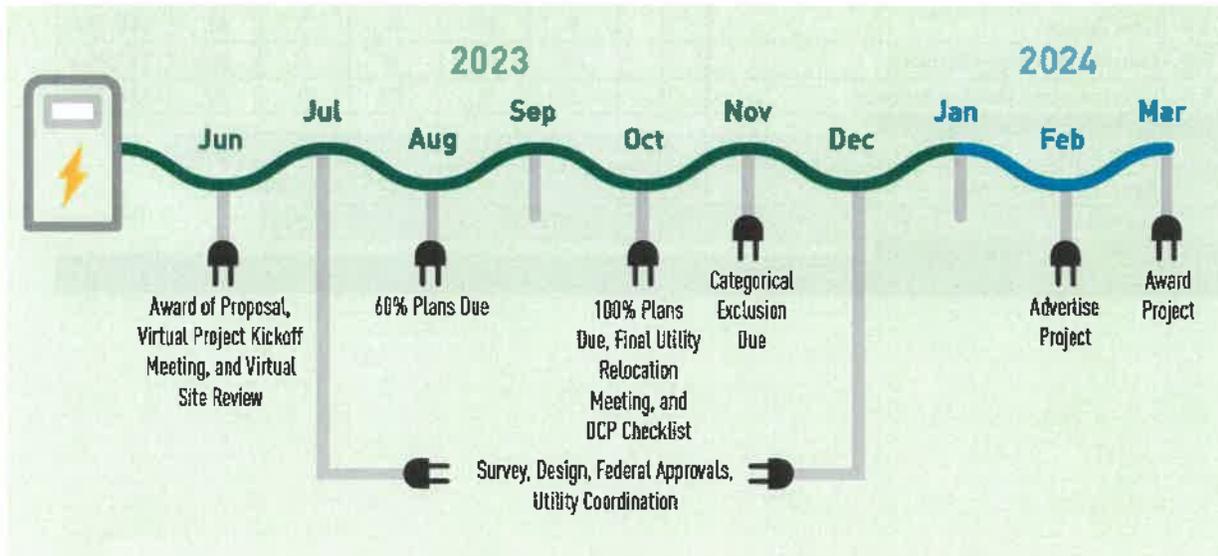


EXHIBIT C

COMPENSATION

The County shall pay Consultant **\$54,133** for the performance of the services in **Exhibit A** pursuant to the terms and conditions of section 4. **PAYMENT TO CONSULTANT** of the Agreement. Any additional expenses, will require pre-approval by the County's Authorized Representative prior to incurring the expense.

Redwood County, Minnesota Electric Vehicle Charging Stations		Bolton & Menk, Inc.						
Task No.	Work Task Description	Project Manager	Principal-In-Charge/Review Advisor	Designer	Environmental Planner	Land Surveyor	Total Hours	Total Cost
1.0	Project Management	25	8	0	0	0	33	\$7,089
2.0	Site Review and Survey	0	0	0	0	27	27	\$4,536
3.0	Design and Utility Coordination	10	0	16	0	0	26	\$4,506
4.0	Final Design	2	0	84	0	0	86	\$12,294
5.0	Construction Phase Services	0	20	80	0	0	100	\$14,940
6.0	Environmental Documentation	1	1	0	70	0	72	\$10,768
Total Hours		38	29	180	70	27	344	
Average Hourly Rate		\$225.00	\$183.00	\$141.00	\$148.00	\$168.00		
Subtotal		\$8,550	\$5,307	\$25,380	\$10,360	\$4,536		
Total Fee								\$54,133

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
 - a. General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Consultant agrees that under no circumstances shall the County be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. Minimum Limits of Insurance: Consultant shall maintain **NO LESS THAN** the following limits of insurance:
 - a. General Liability Insurance, and if necessary, Umbrella Liability:
 - \$2,000,000 per occurrence
 - \$3,000,000 annual aggregate
 - \$3,000,000 products and completed operations aggregate
 - \$1,000,000 aggregate limit – Umbrella Policy
 - b. Business Automobile Liability and if necessary, Umbrella Liability:
 - \$2,000,000 per occurrence

- c. **Employers Liability:**
 - as required by the State of Minnesota
 - d. **Professional/Technical Liability or Errors and Omissions:**
 - \$500,000 per occurrence – Errors & Omissions
 - \$1,000,000 per occurrence – Bond (conduct by employee constituting malfeasance, willful neglect of duty or bad faith)
 - \$3,000,000 annual aggregate
3. **Deductibles and Self-Insurance:**
- a. Any deductibles will be the sole responsibility of the Consultant and may not exceed \$50,000 without the written consent of the County. Any request for a higher deductible must first be approved by the County after Consultant provides the County with financial documentation sufficient for the County to determine whether Consultant has the financial resources to cover the requested deductible.
4. **Additional Insurance Conditions:**
- a. Consultant's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County. The County's insurance or self-insurance program shall be excess of Consultant's insurance and shall not contribute to it.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the NCDA or its officers, officials, employees or volunteers.
 - c. Consultant must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.
5. **Verification of Coverage:**
- Consultant shall provide the County with certificates of insurance and original endorsements showing that the Consultant has each type of insurance coverage and limits required under this Agreement. All certificates and endorsements are to be received and approved by the County before work commences.



REQUEST FOR BOARD ACTION

Requested Board Date:	6/6/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Township Bridge Inspection Costs		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:

For township bridges without a replacement resolution and which receive an annual required inspection, bill Townships for these 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:

This board action adjusts the previous board action taken on 12/27/2022, based on feedback from Townships on April 13, 2023 at the County-Township Bridge Meeting. Bridges requiring an annual inspection due to poor condition, that Townships decide not to replace, will be charged annual inspection fees.

In Redwood County there are over 150 township owned bridges and 130 county owned bridges.

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 ****

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 05/2023

Report Basis: Modified Accrual

3 FUND

ROAD AND BRIDGE

Percent of Year 42%

Account Number

301 DEPT

ROAD & BRIDGE ADMINISTRATION

REVENUES

- 03-301-000-0000-5001
- 03-301-000-0000-5015
- 03-301-000-0000-5016
- 03-301-000-0000-5020
- 03-301-000-0000-5205
- 03-301-000-0000-5208
- 03-301-000-0000-5225
- 03-301-000-0000-5230
- 03-301-000-0000-5235
- 03-301-000-0000-5240
- 03-301-000-0000-5242
- 03-301-000-0000-5244
- 03-301-000-0000-5246
- 03-301-000-0000-5249
- 03-301-000-0000-5333
- 03-301-000-0000-5455
- 03-301-000-0000-5502
- 03-301-000-0000-5503
- 03-301-000-0000-5710
- 03-301-000-0000-5810
- 03-301-000-0000-5850
- 03-301-000-0000-5920

- PROPERTY TAXES-CURRENT
- WHEELAGE TAX
- LOCAL SALES TAX
- SEVERED MINERAL TAXES
- DISPARITY REDUCTION AID
- MARKET VALUE CREDIT
- SPECIAL TOWN BRIDGE
- TOWN BRIDGE REVENUE
- TOWN ROAD REVENUE
- ST. OF MN. - REG. MAINT.
- ST. OF MN. - MUN.MAINT.
- ST. OF MN. - REG.CONST.
- ST. OF MN - MUN. CONST.
- INTERGOVERNMENTAL REIMBURSEMENTS-LC
- BRIDGE BONDING REVENUE
- FEDERAL FUNDS - HIGHWAY
- FEES & SERVICES
- OVERWEIGHT TRUCK PERMITS
- INTEREST INCOME
- LAND LEASE & RENTAL
- SALES OF MATERIALS
- SALE OF CAPITAL ASSET

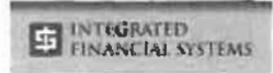
EXPENDITURES

- 03-301-000-0000-6103
- 03-301-000-0000-6105
- 03-301-000-0000-6113
- 03-301-000-0000-6153
- 03-301-000-0000-6163
- 03-301-000-0000-6172
- 03-301-000-0000-6175
- 03-301-000-0000-6176
- 03-301-000-0000-6202
- 03-301-000-0000-6210
- 03-301-000-0000-6230

- SALARIES & WAGES-REGULAR
- SALARIES & WAGES-PART TIME
- MEAL EXPENSE-TAXABLE
- EMPLOYER CAFETERIA CONTRIBUTION
- PERA-COUNTY SHARE
- WORKERS' COMPENSATION
- FICA-COUNTY SHARE
- MEDICARE-COUNTY SHARE
- TELEPHONE/FAX EXPENSE
- POSTAGE
- PRINTING & PUBLISHING

Status	Quarter To Date	Year To Date	Budget	% of BDG
	0.00	0.00	2,590,997.00-	0
	72,405.16-	135,868.00-	367,000.00-	37
	169,327.78-	254,060.03-	969,000.00-	26
	0.00	7.84-	7.00-	112
	0.00	0.00	6,428.00-	0
	0.00	0.00	56,520.00-	0
	0.00	603,458.20-	4,538,065.00-	13
	602,654.29-	602,654.29-	1,128,955.00-	53
	0.00	642,735.00-	908,338.00-	71
	215,260.70-	1,236,525.70-	2,409,125.00-	51
	10,276.33-	154,154.33-	297,757.00-	52
	1,230,802.64-	1,853,306.01-	2,979,120.00-	62
	0.00	0.00	446,758.00-	0
	6,582.70-	6,582.70-	0.00	0
	0.00	53,238.08-	5,450,215.00-	1
	333,803.09-	333,803.09-	125,000.00-	267
	0.00	0.00	6,000.00-	0
	0.00	1,500.00-	19,300.00-	8
	0.00	695.09	0.00	0
	0.00	0.00	50.00-	0
	11,868.48-	34,813.78-	150,000.00-	23
	0.00	0.00	35,000.00-	0
	36,967.21	104,826.11	327,059.00	32
	246.08	246.08	0.00	0
	57.85	57.85	50.00	116
	5,571.06	15,623.18	47,757.00	33
	2,772.54	7,861.97	24,529.00	32
	0.00	35,643.00	35,700.00	100
	2,191.86	6,231.44	20,278.00	31
	512.61	1,457.36	4,742.00	31
	2,812.17	6,720.09	21,325.00	32
	162.58	341.13	2,700.00	13
	0.00	88.23	2,100.00	4

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 05/2023

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year		
				Budget	42% % of BDG	
03-301-000-0000-6235	DOR LOCAL SALES TAX COSTS	3,390.66	5,085.16	21,000.00	24	
03-301-000-0000-6241	SUBSCRIPTIONS	0.00	0.00	141.00	0	
03-301-000-0000-6242	DUES	625.00	625.00	3,600.00	17	
03-301-000-0000-6262	STATE AUDIT	0.00	0.00	1,000.00	0	
03-301-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	0.00	14,452.28	14,000.00	103	
03-301-000-0000-6310	OFFICE EQUIPMENT REPAIR & MAINT.	244.00	440.46	2,445.00	18	
03-301-000-0000-6331	MILEAGE	0.00	0.00	500.00	0	
03-301-000-0000-6332	STAFF DEVELOPMENT	1,186.97	1,556.97	4,803.00	32	
03-301-000-0000-6334	LODGING & EXPENSE	652.92	1,365.28	1,500.00	91	
03-301-000-0000-6351	INSURANCE-PROPERTY & LIABILITY	0.00	82,601.00	85,021.00	97	
03-301-000-0000-6401	OFFICE SUPPLIES	374.85	1,501.98	5,269.00	29	
03-301-000-0000-6507	MISCELLANEOUS EXPENSES	0.00	0.00	1,058.00	0	
03-301-000-0000-6891	EXP REIMBURSEMENTS - EXTERNAL	0.00	2,480.36	8,200.00	30	
301 DEPT	Totals ROAD & BRIDGE ADMINISTRATION					
		Revenue	2,652,981.17-	5,912,011.96-	22,483,635.00-	26
		Expend.	57,788.36	284,244.21	618,377.00	46
		Net	2,595,192.81-	5,627,767.75-	21,865,258.00-	26
310 DEPT	HIGHWAY MAINTENANCE					
REVENUES						
03-310-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	8,324.00	0	
03-310-000-0000-5301	STATE GRANTS	0.00	6,818.10	0.00	0	
03-310-000-0000-5401	DISASTER GRANTS	0.00	22,727.00	0.00	0	
EXPENDITURES						
03-310-000-0000-6103	SALARIES & WAGES-REGULAR	119,817.63	340,572.25	1,030,182.00	33	
03-310-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	2,413.00	11,000.00	22	
03-310-000-0000-6107	SALARIES & WAGES-OVERTIME	12,877.25	55,888.16	17,175.00	325	
03-310-000-0000-6113	MEAL EXPENSE-TAXABLE	120.05	120.05	92.00	130	
03-310-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	31,547.70	94,643.10	289,430.00	35	
03-310-000-0000-6163	PERA-COUNTY SHARE	9,952.09	29,716.68	78,552.00	38	
03-310-000-0000-6175	FICA-COUNTY SHARE	7,657.14	23,200.38	65,618.00	35	
03-310-000-0000-6176	MEDICARE-COUNTY SHARE	1,790.79	5,425.89	15,346.00	35	
03-310-000-0000-6202	TELEPHONE/FAX EXPENSE	60.00	150.00	360.00	42	
03-310-000-0000-6292	CONTRACT PAYMENTS	0.00	0.00	73,581.00	0	
03-310-000-0000-6341	EQUIPMENT RENTAL	87,431.02	87,431.02	89,998.00	97	
03-310-000-0000-6501	ROAD MAINTENANCE SUPPLIES & MATERIALS	68,941.98	97,989.92	981,400.00	10	
03-310-000-0000-6507	MISCELLANEOUS EXPENSES	2,262.38	4,379.65	20,844.00	21	
03-310-000-0000-6508	TOWN ROAD DISTRIBUTION	0.00	642,735.00	908,338.00	71	
03-310-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)	99,970.00	272,011.33	990,988.00	27	

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 05/2023

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year Budget	42% % of BDG
03-310-000-0000-6705	BOND INTEREST PAYMENTS 2021A BOND	0.00	0.00	225,275.00	0
03-310-000-0000-6910	TRANSFERS IN	0.00	0.00	704,000.00-	0
310 DEPT	Totals HIGHWAY MAINTENANCE	0.00	29,545.10-	8,324.00-	355
		442,428.03	1,656,676.43	4,054,179.00	41
		442,428.03	1,627,131.33	4,045,855.00	40
320 DEPT	HIGHWAY CONSTRUCTION & ENGINEERING				
----- REVENUES -----					
03-320-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	5,356.00-	48,068.00-	797,043.00-	6
----- EXPENDITURES -----					
03-320-000-0000-6103	SALARIES & WAGES-REGULAR	25,564.80	72,433.60	221,562.00	33
03-320-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	0.00	8,600.00	0
03-320-000-0000-6107	SALARIES & WAGES-OVERTIME	2,643.50	2,643.50	11,000.00	24
03-320-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	10.10	47.00	21
03-320-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	7,095.00	21,285.00	63,079.00	34
03-320-000-0000-6163	PERA-COUNTY SHARE	2,115.62	5,630.78	17,442.00	32
03-320-000-0000-6175	FICA-COUNTY SHARE	1,570.00	4,186.08	14,952.00	28
03-320-000-0000-6176	MEDICARE-COUNTY SHARE	367.18	979.01	3,497.00	28
03-320-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	17,487.20	114,193.52	759,070.00	15
03-320-000-0000-6292	CONTRACT PAYMENTS	683,638.30	289,945.39	19,236,185.00	2
03-320-000-0000-6295	CSAH BONDING CONTRACT PAYMENTS	0.00	0.00	2,266,952.00	0
03-320-000-0000-6366	RIGHT OF WAY - PERMANENT EASEMENTS	0.00	0.00	80,000.00	0
03-320-000-0000-6367	RIGHT OF WAY-TEMP.EASE.& OTHER	0.00	0.00	10,000.00	0
03-320-000-0000-6505	ENG. & CONST.MATERIALS & SUPPLIESS	344.04	765.06	73,021.00	1
03-320-000-0000-8506	MINOR EQUIP. PURCHASES	0.00	1,796.50	0.00	0
03-320-000-0000-8507	MISCELLANEOUS EXPENSES	0.00	405.00	0.00	0
----- REVENUES -----					
03-320-000-2720-5249	INTERGOVERNMENTAL REIM	0.00	320,200.00-	0.00	0
03-320-000-2720-5710	2021A GENERAL OBLIGATION BONDS INTEREST	0.00	4,758.00-	0.00	0
----- EXPENDITURES -----					
03-320-000-2720-6701	ADMINISTRATIVE FEES 2021A BONDS	0.00	589.23	0.00	0
03-320-000-2720-6702	PRINCIPAL PAYMENTS 2021A BONDS	0.00	205,000.00	0.00	0
03-320-000-2720-6705	INTEREST PAYMENTS 2021A BONDS	0.00	115,200.00	0.00	0
320 DEPT	Totals HIGHWAY CONSTRUCTION & ENGINEERING	5,356.00-	373,026.00-	797,043.00-	47
		720,825.64	835,041.77	22,765,407.00	4
		715,469.64	462,015.77	21,968,364.00	2
330 DEPT	EQUIPMENT MAINTENANCE & SHOP				
----- REVENUES -----					

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 05/2023

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year Budget	42% % of BDG
03-330-000-0000-5980	INSURANCE RECOVERIES	7,372.79-	7,372.79-	0.00	0
EXPENDITURES					
03-330-000-0000-6103	SALARIES & WAGES-REGULAR	14,988.00	42,466.00	129,896.00	33
03-330-000-0000-6107	SALARIES & WAGES-OVERTIME	1,536.10	5,292.03	2,900.00	182
03-330-000-0000-6113	MEAL EXPENSE-TAXABLE	27.50	27.50	0.00	0
03-330-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	2,624.04	7,872.12	23,878.00	33
03-330-000-0000-6163	PERA-COUNTY SHARE	1,239.30	3,581.84	9,960.00	36
03-330-000-0000-6175	FICA-COUNTY SHARE	963.05	2,844.50	8,233.00	35
03-330-000-0000-6176	MEDICARE-COUNTY SHARE	226.66	667.38	1,926.00	35
03-330-000-0000-6251	UTILITIES	11,317.35	28,762.23	71,097.00	40
03-330-000-0000-6253	FUEL OIL	525.64	525.64	0.00	0
03-330-000-0000-6305	BLDG - REPAIRS & MAINTENANCE	4,469.18	9,359.72	99,065.00	9
03-330-000-0000-6306	MAINTENANCE - EQUIPMENT	7,124.44	12,438.26	63,015.00	20
03-330-000-0000-6332	STAFF DEVELOPMENT	20.00	220.00	0.00	0
03-330-000-0000-6502	SHOP MATERIALS & SUPPLIES	8,001.37	16,052.12	52,500.00	31
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES	45,062.60	107,767.95	231,000.00	47
03-330-000-0000-6504	FUEL	73,826.36	203,118.86	534,350.00	38
03-330-000-0000-6507	MISCELLANEOUS EXPENSES	0.00	0.00	228.00	0
03-330-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)	0.00	0.00	60,000.00	0
330 DEPT	Totals EQUIPMENT MAINTENANCE & SHOP	Revenue 7,372.79-	7,372.79-	0.00	0
		Expend. 171,951.59	440,996.15	1,288,048.00	34
		Net 164,578.80	433,623.36	1,288,048.00	34
3 FUND	Totals ROAD AND BRIDGE	Revenue 2,665,709.96-	6,321,955.85-	23,289,002.00-	27
		Expend. 1,392,993.62	3,216,958.56	28,726,011.00	11
		Net 1,272,716.34-	3,104,997.29-	5,437,009.00	57-
FINAL TOTALS	106 Accounts	Revenue 2,665,709.96-	6,321,955.85-	23,289,002.00-	27
		Expend. 1,392,993.62	3,216,958.56	28,726,011.00	11
		Net 1,272,716.34-	3,104,997.29-	5,437,009.00	57-

Anthony Sellner
Anthony Sellner, Co. Engr.

Date



REQUEST FOR BOARD ACTION

Requested Board Date:	6/6/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Jeff Bommersbach
Present Highway Department Annual Report for Approval		estimated time needed:	5 mins
Board Action: <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only			

If Action, Board Motion Requested: _____

Approve Highway Department Annual Report.

Background Information:

Approval of the Annual Report is required in order to receive State Aid Funds for maintenance and construction.

Click this link to view the full report
<https://redwoodcounty-mn.us/download/12406/?tmstv=1685740734>

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:	6/6/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Review status of 2023 construction projects		estimated time needed:	5 mins
Board Action:	<input type="checkbox"/> Yes, action required	<input checked="" type="checkbox"/>	No, informational only

If Action, Board Motion Requested: _____

For information only - review status of 2023 construction projects

Background Information:

[Empty box for background information]

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty box for administrators comments]

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	6/6/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Resolution to advance state aid regular construction funds		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:

Pass resolution to advance \$3,516,018 in Regular State Aid Construction Funds from 2024 to 2023 for the maintenance overlays.

Background Information:

In order to complete maintenance overlays, additional funds are required and will be advanced from 2024 projected funds.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

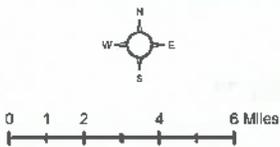
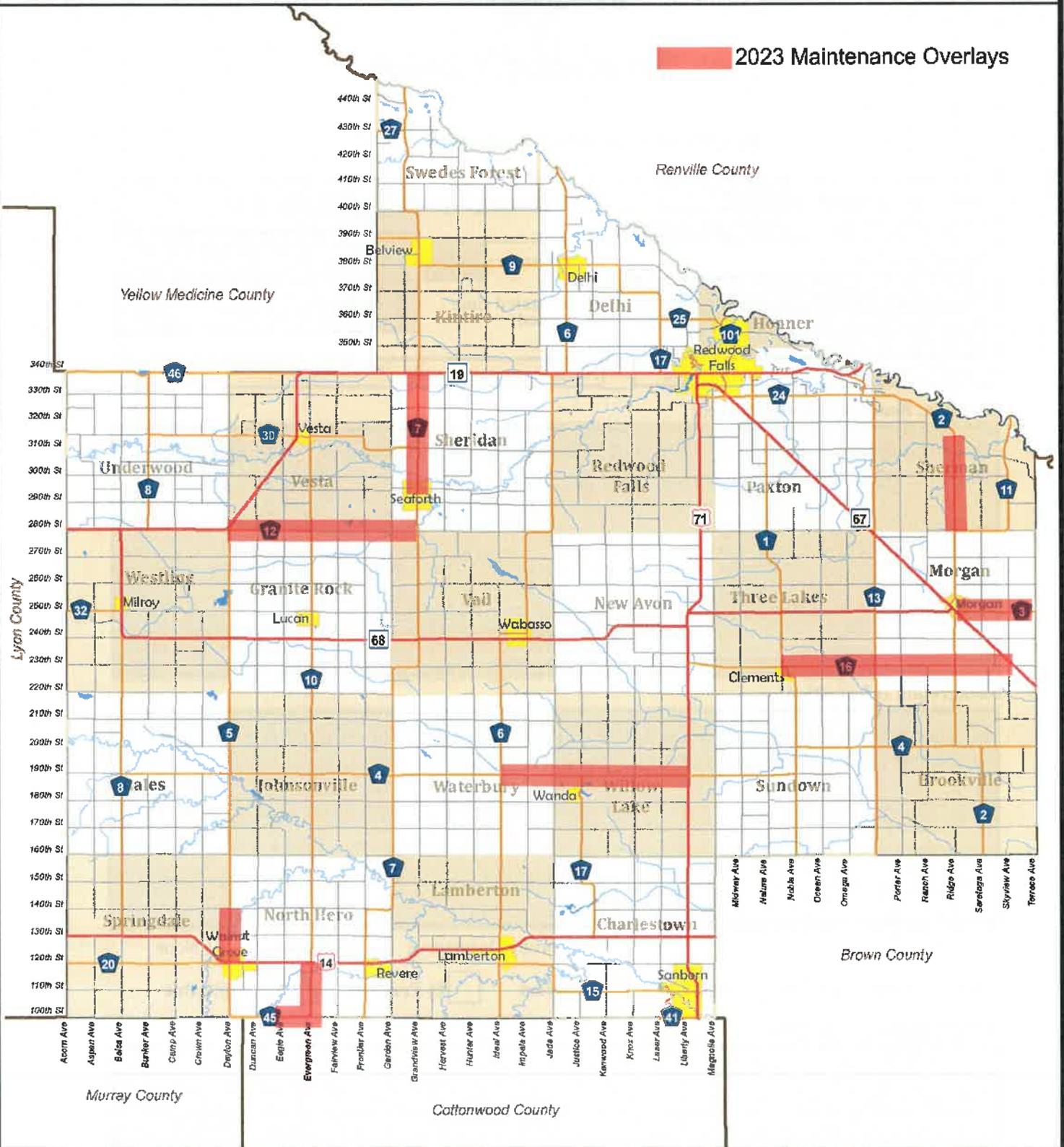
Administrators Comments:

Reviewed by Administrator: Yes No

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

Redwood County, MN

 2023 Maintenance Overlays



- | | | |
|---|---|--|
| 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.

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

Advance State Aid Regular Construction Funds

June 6, 2023

The following Resolution was offered by Commissioner _____ and moved for adoption at a Regular Meeting held on June 6, 2023 at the Redwood County Courthouse, Redwood Falls, MN:

WHEREAS, the County of Redwood is planning to implement County State Aid Street Project(s) in 2023 which will require State Aid funds in excess of those available in its State Aid Regular Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the County State Aid Construction Fund to supplement the available funds in their State Aid Regular Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date May 31, 2023 (2023 Projected)		\$1,242,344.78
Less estimated disbursements:		
Project # SAP 064-613-016	\$ 3,864,533.00	CSAH 13 Rehab
Project # SP 064-070-009/010	\$ 50,016.00	Lighted Int.
Project # SAP 064-616-017	\$ 376,170.00	Br 90749 Repl.
Project # SAP 064-608-030	\$ 77,220.00	Br 89826 Repl.
Project # SAP 064-645-007	\$ 338,030.00	Br 92859 Repl.
Project # SAP 064-607-049	\$ 195,824.00	Br 94129 Repl.
Project # SAP 064-601-017	\$ 7,681.15	CSAH 1 Recon
Project # SAP 064-605-034	\$ 1,078.37	CSAH 5 Rehab
Project # SAP 064-607-048	\$ 14,519.92	Br 89812 Repl.
Project # SAP 064-608-029	\$ 12,048.38	Br 89825 Repl.
Project # SAP 064-030-018	\$ 65,729.39	Chip Seals
Project # SAP 064-602-026, 603-008, 604-058, 605-035, 607-052, 610-035, 612-016, 616-019, 645-008	\$ 4,505,687.00	Maint. Overlays
Bond Principle (if any)	\$ 0.00	(\$310,000 in 2024)
Project Finals (overruns-if any)	\$ 280,000.00	SAP 064-601-017

Total Estimated Disbursements	\$ 9,788,537.21
Advance Amount (amount in excess of acct balance)	\$ 3,516,018.00

1st District

2nd District

3rd District

4th District

5th District

RICK WAKEFIELD

JIM SALFER

DENNIS GROEBNER

BOB VANHEE

DAVE FORKRUD

P.O. Box 473

865 Pine Street

250 Center Street

503 Fallwood Road

P.O. Box 235

Walnut Grove, MN 56180

Wabasso, MN 56293

Clements, MN 56224

Redwood Falls, MN 56283

Belview, MN 56214

(507) 859-2369

(507) 342-2431

(507) 692-2235

(507) 616-1000

(507) 430-1907

Rick_W@co.redwood.mn.us

Jim_S2@co.redwood.mn.us

Dennis_G@co.redwood.mn.us

Bob_V@co.redwood.mn.us

Dave_F@co.redwood.mn.us

Redwood County Board of Commissioners

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



WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of Redwood in an amount up to \$ 3,516,018.00 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular Construction Account of said County from future year allocations until fully repaid.

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes _ Nays _

Dated this 06th day of June, 2023

Chairman, Redwood County

ATTEST:

Administrator, Redwood County

1st District

RICK WAKEFIELD

P.O. Box 473
Walnut Grove, MN 56180
(507) 859-2369

Rick_W@co.redwood.mn.us

2nd District

JIM SALFER

865 Pine Street
Wabasso, MN 56293
(507) 342-2431

Jim_S2@co.redwood.mn.us

3rd District

DENNIS GROEBNER

250 Center Street
Clements, MN 56224
(507) 692-2235

Dennis_G@co.redwood.mn.us

4th District

BOB VANHEE

503 Fallwood Road
Redwood Falls, MN 56283
(507) 616-1000

Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD

P.O. Box 235
Belview, MN 56214
(507) 430-1907

Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	6/6/2023	Originating Dept.:	Highway
Preferred 2nd Date:	Next meeting		
Discussion Item:		Presenter:	Anthony Sellner, PE
American Rescue Plan - Resolution 2023-03 Snowplow Truck and Equipment		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 for Redwood County to expend \$180,000 of American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds for the purchase of one snowplow truck and associated equipment for the Highway Department.

Background Information:

At the December 7, 2021 Board of Commissioners Board meeting it was unanimously approved for the Redwood County Highway Department to purchase a snowplow truck under state contract 194867 for \$125,201. On March 1, 2022 the Board of Commissioners approved price surcharges of \$4,500 and another \$10,300 on May 3, 2022; totaling \$140,001. Additionally at the December 14, 2021 Board of Commissioners Board meeting it was unanimously approved for the Redwood County Highway Department to purchase of associated snowplow equipment under state contract 193057 for \$139,801.

This resolution is to authorize the disbursement of \$180,000 to the Redwood County Highway Department to be used for the purchase of the snowplow truck and associated snowplow equipment.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

Redwood County Board of Commissioners

403 South Mill Street

P.O. Box 130

Redwood Falls, MN 56283

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

redwoodcounty-mn.us



RESOLUTION 2023-03

A RESOLUTION TO EXPEND CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS UNDER THE AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF HIGHWAY SNOWPLOW TRUCK

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

WHEREAS, Redwood County Commissioners have identified a necessary expense support the Redwood County Highway Department for the purchase of a snowplow truck and associated equipment;

WHEREAS, the authority under the ARP Act allows this expenditure, per the Final Rule published on January 6, 2022, 31 C.F.R. § 35.6(d) *Providing government services*. A recipient may use funds for the provision of government services to the extent of the reduction in the recipient's general revenue due to the public health emergency, calculated according to this paragraph (d). A recipient must make a one-time election to calculate the amount of the reduction in the recipient's general revenue due to the public health emergency according to either paragraph (d)(1) or (d)(2) of this section:

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

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

WHEREAS, at the December 7, 2021 Board of Commissioners Board meeting it was unanimously approved for the Redwood County Highway Department to purchase a snowplow truck under state contract 194867. On March 1, 2022 the Board of Commissioners approved price surcharges of \$4,500 and another \$10,300 on May 3, 2022, totaling \$140,001;

WHEREAS, at the December 14, 2021 Board of Commissioners Board meeting it was unanimously approved for the Redwood County Highway Department to purchase snowplow truck equipment under state contract 193057 in the amount of \$139,801;

NOW, THEREFORE, BE IT RESOLVED, the County Board of Commissioners is authorizing the disbursement of \$180,000 to the Redwood County Highway Department to be used for the purchase of a snowplow truck and associated equipment, and certifies that the funds appropriated from the ARP Act fund will be used only in a manner consistent with the Department of the U.S. Treasury guidance and incurred during the covered period.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption on June 6, 2023.

REDWOOD COUNTY BOARD CHAIR

Attest _____
VICKI KLETSCHER, 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
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REQUEST FOR BOARD ACTION

Requested Board Date:	June 6, 2023	Originating Department:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Nick B.		
JD-91 Improvement EAW	estimated time needed:	5 minutes	
Board Action:	<input type="checkbox"/> Yes, action required	<input checked="" type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

The joint drainage authority previously approved a petition for improvement on JD91, which primarily consists of new and larger pumps. The ditch was constructed so that it must be pumped under CSAH 46 into Timm's Lake, which is a DNR-owned WMA. The DNR required that we complete an Environmental Assessment Worksheet (EAW), which we hired Bolton and Menk to complete.

Background Information:

The DNR is insisting that we undertake new modeling for the project. We should set up a meeting with the joint drainage authority and the petitioner/landowners.

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:	June 6, 2023	Originating Department:	Environmental
Preferred 2nd Date:	June 20, 2023		
Discussion Item:		Presenter:	Nick Brozek
Approve contracts for JD 36, Phase 2		estimated time needed:	10 minutes

Board Action: **Yes, action required** **No, informational only**

If Action, Board Motion Requested:

Approve contracts for JD 36 riprap supply and ditch repair.

The approved bid for riprap supply was Beach Transport, Inc. - \$1,839,637.98 (the other bids received were: • Mathiowetz Construction - \$1,844,751.56 • Schmidt Construction - \$1,920,609.70).

The approved bid for ditch repair was L&S Construction - \$640,115.95 (the other bids received were: • MNL - \$728,000.00 • Environmental Troubleshooters - \$755,500.00 • Cooreman Contracting, Inc. - \$766,162.65 • Mathiowetz Construction - \$867,389.50 • Schmidt Construction Inc - \$960,232.17

Background Information:

The County advertised for sealed bids to address flood damage that occurred to JD 36 in 2018 and 2019. The County previously applied for and received disaster funds from FEMA for this project. Sealed bids were received, and the bid totals were opened and read aloud at 10:00AM, February 28, 2023. The lowest qualified bids were approved by the Board on April 4, 2023.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

**SECTION 00 52 00
AGREEMENT FORM**

THIS AGREEMENT is by and between

Redwood County, Minnesota

("OWNER") and

Beach Transport, Inc

("CONTRACTOR").

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: riprap rock supply and delivery.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Redwood County FEMA Ditch Project – Phase 2 - Riprap Supply JD 36.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Stantec Consulting Services Inc. (ENGINEER), who is to act as the OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for Final Payment as stated in the Contract Documents are of the essence in the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

- A. A minimum of one-half of the total tons of riprap must be delivered to predetermined sites directed by the OWNER on or before 211 calendar days from date of executed contract, weather permitting. October 31, 2023, is the approximate date associated with 211 calendar days from date of executed contract. However, as time is of the essence, if conditions permit, rip rap will continue to be delivered until completion of this contract. The remaining one-half of the total tons of riprap must be delivered to predetermined sites directed by the OWNER on or before 425 calendar days from the date of executed contract, weather permitting. June 1, 2024, is the approximate date associated with 425 calendar days from date of executed contract. Substantial completion shall be defined as the completion of the following items:

1. Supply and delivery of riprap to 488 repair sites.

- B. All of the Work of the Project shall be completed and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions on or before 425 calendar days from date of executed contract, weather permitting.
- C. Contractor shall submit a schedule illustrating the above dates can be met with available resources. If the project schedule is delayed or affected during construction and the dates outlined can no longer be met, revised dates must be proposed for ENGINEER and OWNER review and approval. Any delay claims or requests to extend the contract deadlines will not be considered without an initial and updated schedule.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER in accordance with Mn/DOT Spec 1807, Table 1807.1-1 for each calendar day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. CONTRACTOR and OWNER have reviewed this liquidated damages provision and agree that this is a reasonable forecast of just compensation for the harm caused by such delay in this project.
- B. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time specified in Paragraph 4.02 above or any extension thereof granted by OWNER in accordance with Article 12 of the General Conditions, CONTRACTOR shall pay OWNER in accordance with Mn/DOT Spec 1807, Table 1807.1-1 for each calendar day that expires after Substantial Completion until the Work is completed and ready for Final Payment. CONTRACTOR and OWNER have also reviewed this liquidated damages provision and agree that this is a reasonable forecast of just compensation for the harm caused by such delay in this project.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as set forth in the Bid Form.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions as may be modified by the Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions as may be modified by the Supplementary Conditions.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion and less one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all final paperwork by Contractor or subcontractor. The Engineer shall provide a written statement to Contractor detailing the amount and basis for any withholding pursuant to this paragraph. Such withholdings shall be paid to Contractor within 60 days after completion and invoicing for the applicable work and submission of the final paperwork, respectively. However, nothing in this paragraph shall require OWNER to make any payments for portions of a contract which are funded by federal or state aid until such aid payments have been received by OWNER. Further, no payment contemplated herein shall be mandated for a portion of the Contract which is not complete or for which an invoice has not been submitted. Upon receipt of retainage funds, Contractor shall be obligated to make corresponding payments to subcontractors pursuant to Minnesota Statute Section 15.72.

6.03 *Final Payment*

- A. OWNER shall withhold final payment until the Contractor provides, if required under Minn. Stat. § 270C.66, the OWNER with an IC-134 form signed by the Minnesota Department of Revenue indicating compliance with the withholding requirements of Minn. Stat. § 290.92.
- B. Upon final completion, acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and receipt of forms specified in paragraph 6.03.A, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 Payment due dates and calculation of interest for monies not paid when due as provided in ARTICLE 14 of the General Conditions, shall be determined in accordance with the provisions of the Minnesota Prompt Pay Law, Minnesota Statutes §471.425.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 By signing this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified on the plans or within the project manual.
- E. CONTRACTOR has considered the information known to CONTRACTOR; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) CONTRACTOR's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, CONTRACTOR does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Bidding Documents prior to the due date for submitting such notice and has submitted this Bid in reliance only on the Bidding Documents and any Addenda issued by the ENGINEER prior to the due date.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. Written Amendments, Modifications, Change Orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions, as modified by the Supplementary Conditions, after the date of execution of this Agreement shall become incorporated into, attached to, and made a part of this Agreement on the effective date of such document.
 2. This Agreement Form.
 3. Bid Form.
 4. Affidavit of Authority and Non-Collusion.
 5. Instructions to Bidders.
 6. Addenda – number ___ to ___ inclusive (if applicable)
 7. Special Provisions
 8. Project Manual – Redwood County FEMA Ditch Project – Phase 2 - Riprap Supply JD 36
 9. Supplementary Conditions.
 10. General Conditions.
 11. Performance Bond.
 12. Payment Bond.
 13. The following which are not included with this Agreement Form but may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 14. Bid Bond.
 15. Advertisement for Bids
- B. The documents listed in Paragraph 9.01.A are attached to and made a part of this Agreement.

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. In case of discrepancy in the Contract Documents, the order listed above shall be the order of precedence for the Contract Documents, that is, the governing document shall be Change Order(s) followed by the Agreement, and so forth.
- E. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions, and as modified by the Supplementary Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- B. If there is a discrepancy between a definition in the General Conditions, as modified by the Supplementary Conditions, and a definition in the Contract Documents, the provision most favorable to the OWNER shall prevail.

10.02 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and defend OWNER, its officers, officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which OWNER, its officers, officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Contractor or its subcontractors, or Contractor's or subcontractors' officers, agents, subcontractors, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Agreement.

10.03 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.04 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, officers, officials, successors, assigns, and legal representatives to the other party hereto, its partners, officers, officials, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

10.05 Severability

- A. Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.06 Contractor's Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Other Provisions

- A. This Agreement shall be governed by the laws of the State of Minnesota.
- B. CONTRACTOR must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to CONTRACTOR by OWNER under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR pursuant to this Agreement. If CONTRACTOR receives a request to release data pursuant to this Section 10.07B, CONTRACTOR shall notify OWNER immediately and consult with OWNER as to how CONTRACTOR should respond to the request. CONTRACTOR's response shall comply with applicable law.
- C. CONTRACTOR shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, CONTRACTOR shall allow OWNER or other persons or agencies authorized by OWNER, including the Legislative or State Auditor, access to the records of CONTRACTOR at reasonable hours, including all books, records, documents, and

accounting procedures and practices of CONTRACTOR relevant to the subject matter of the Agreement, for purposes of audit.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or have been identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Redwood County

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest
: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

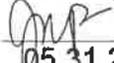
Address for giving notices:

403 South Mill Street

Redwood Falls, MN 56283

APPROVED AS TO FORM
Redwood County Attorney

License No.: _____

By:  _____
Date: 05.31.2023

(Where applicable)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

**SECTION 00 52 00
AGREEMENT FORM**

THIS AGREEMENT is by and between

Redwood County, Minnesota ("OWNER") and
L&S Construction ("CONTRACTOR").

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: placement of riprap and ditch slope repair.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Stantec Consulting Services Inc. (ENGINEER), who is to act as the OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for Final Payment as stated in the Contract Documents are of the essence in the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. Delivery of the riprap must occur before the Work can begin. Delivery of riprap is executed under a separate contract. Under separate contract, riprap delivery is required as follows: A minimum of one-half of the total tons of riprap must be delivered to predetermined sites directed by the OWNER on or before 211 calendar days from date of executed contract, weather permitting. October 31, 2023, is the approximate date associated with 211 calendar days from date of executed contract. However, as time is of the essence, if conditions permit, rip rap will continue to be delivered until completion of this contract. The remaining one-half of the total tons of riprap must be delivered to predetermined sites directed by the OWNER on or before 425 calendar days from the date of executed contract, weather permitting.

June 1, 2024, is the approximate date associated with 425 calendar days from date of executed contract.

- B. The Work under this contract (placement of riprap and ditch slope repair) is as follows: one-half of placement of riprap and ditch slope repair must be completed at predetermined sites as directed by the OWNER on or before 270 calendar days from date of executed contract, weather permitting. December 29, 2023, is the approximate date associated with 270 calendar days from date of executed contract, weather permitting. The remaining one-half of sites required for placement of riprap and ditch slope repair including leveling of spoil piles must be completed on or before 455 calendar days from the date of executed contract, weather permitting. July 1, 2024, is the approximate date associated with 455 calendar days from date of executed contract. Weather days will be added by OWNER. Substantial completion shall be defined as the completion of the following items:
 - 1. Completion of all grading activities, slope repair, riprap placement at 488 repair sites.
- C. All of the Work of the Project shall be completed and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions on or before 455 days from date of executed contract, weather permitting.
- D. Contractor shall submit a schedule illustrating the above dates can be met with available resources. If the project schedule is delayed or affected during construction and the dates outlined can no longer be met, revised dates must be proposed for ENGINEER and OWNER review and approval. Any delay claims or requests to extend the contract deadlines will not be considered without an initial and updated schedule.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER in accordance with Mn/DOT Spec 1807, Table 1807.1-1 for each calendar day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. CONTRACTOR and OWNER have reviewed this liquidated damages provision and agree that this is a reasonable forecast of just compensation for the harm caused by such delay in this project.
- B. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time specified in Paragraph 4.02 above or any extension thereof granted by OWNER in accordance with Article 12 of the General Conditions, CONTRACTOR shall pay OWNER in accordance with Mn/DOT Spec 1807, Table 1807.1-1 for each calendar day that expires after Substantial Completion until the Work is completed and ready for Final Payment. CONTRACTOR and OWNER have also reviewed this liquidated damages provision and agree that

this is a reasonable forecast of just compensation for the harm caused by such delay in this project.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as set forth in the Bid Form.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions as may be modified by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions as may be modified by the Supplementary Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less 250 percent of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion and less one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all final paperwork by CONTRACTOR or subcontractor. The ENGINEER shall provide a written statement to CONTRACTOR detailing the amount and basis for any withholding pursuant to this paragraph. Such withholdings shall be paid to Contractor within 60 days after completion and invoicing for the applicable work and submission of the final paperwork, respectively. However, nothing in this paragraph shall require OWNER to make any payments for portions of a contract which are funded by federal or state aid until such aid payments have been received by OWNER. Further, no payment contemplated herein shall be mandated for a portion of the Contract which is not complete or for which an invoice has not been submitted. Upon receipt of

retainage funds, CONTRACTOR shall be obligated to make corresponding payments to subcontractors pursuant to Minnesota Statute Section 15.72.

6.03 *Final Payment*

- A. OWNER shall withhold final payment until the CONTRACTOR provides, if required under Minn. Stat. § 270C.66, the OWNER with an IC-134 form signed by the Minnesota Department of Revenue indicating compliance with the withholding requirements of Minn. Stat. § 290.92.
- B. Upon final completion, acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and receipt of forms specified in paragraph 6.03.A, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 Payment due dates and calculation of interest for monies not paid when due as provided in ARTICLE 14 of the General Conditions, shall be determined in accordance with the provisions of the Minnesota Prompt Pay Law, Minnesota Statutes §471.425.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 By signing this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified on the plans or within the project manual.
- E. CONTRACTOR has considered the information known to CONTRACTOR; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) CONTRACTOR’s safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, CONTRACTOR does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Bidding Documents prior to the due date for submitting such notice and has submitted this Bid in reliance only on the Bidding Documents and any Addenda issued by the ENGINEER prior to the due date.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Written Amendments, Modifications, Change Orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions, as modified by the Supplementary Conditions, after the date of execution of this Agreement shall become incorporated into, attached to, and made a part of this Agreement on the effective date of such document.
 - 2. This Agreement Form.
 - 3. Bid Form.
 - 4. Affidavit of Authority and Non-Collusion.
 - 5. Instructions to Bidders.
 - 6. Addenda – number ___ to ___ inclusive (if applicable)
 - 7. Special Provisions
 - 8. Project Manual – Redwood County FEMA Ditch Project – Phase 2 - Ditch Repair JD 36
 - 9. Supplementary Conditions.
 - 10. General Conditions.
 - 11. Performance Bond.

12. Payment Bond.

13. The following which are not included with this Agreement Form but may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed

14. Bid Bond.

15. Advertisement for Bids

B. The documents listed in Paragraph 9.01.A are attached to and made a part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 9.

D. In case of discrepancy in the Contract Documents, the order listed above shall be the order of precedence for the Contract Documents, that is, the governing document shall be Change Order(s) followed by the Agreement, and so forth.

E. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions, and as modified by the Supplementary Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

B. If there is a discrepancy between a definition in the General Conditions, as modified by the Supplementary Conditions, and a definition in the Contract Documents, the provision most favorable to the Owner shall prevail.

10.02 Indemnification

A. CONTRACTOR shall indemnify, hold harmless and defend OWNER, its officers, officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which OWNER, its officers, officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of CONTRACTOR or its subcontractors, or CONTRACTOR's or subcontractors' officers, agents, subcontractors, or employees, in the execution, performance, or failure to adequately perform CONTRACTOR's obligations pursuant to this Agreement.

10.03 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent

(except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.04 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, officers, officials, successors, assigns, and legal representatives to the other party hereto, its partners, officers, officials, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

10.05 *Severability*

- A. Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.06 *Contractor's Certifications*

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 *Other Provisions*

- A. This Agreement shall be governed by the laws of the State of Minnesota.
- B. CONTRACTOR must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to CONTRACTOR by OWNER under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR pursuant to this Agreement. If CONTRACTOR receives a request to release data pursuant to this

Section 10.07B, CONTRACTOR shall notify OWNER immediately and consult with OWNER as to how CONTRACTOR should respond to the request. CONTRACTOR's response shall comply with applicable law.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or have been identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Redwood County _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest

Attest: _____

: _____

Title: _____

Title: _____

Address for giving notices:

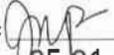
Address for giving notices:

403 South Mill Street _____

Redwood Falls, MN 56283 _____

APPROVED AS TO FORM
Redwood County Attorney

License No.: _____

By:  _____
Date: 05.31.2023 _____

(Where applicable)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____



290 South Lake St. PO Box 697
Worthington, MN 56187
507-376-5803
plumcreeklibrary.org

Dear Commissioners,

Thank you for taking the time at your commission meeting to hear about what Plum Creek Library System (PCLS) is doing to support the member libraries in Redwood County. The libraries in our area have been busy with programs, digital services, and traditional circulation this year. The PCLS staff has expanded our support to libraries with systemwide Legacy programs, new technology initiatives, and increased continuing education.

PCLS receives funding from the state through Regional Library Basic System Support and Regional Library Telecom Aid. We also pursue federal funding opportunities and grants to make libraries services affordable to our member libraries. However, state funding is shared between all twelve regional library systems, and it is not enough to cover rising prices for delivery, technology, and staffing.

We ask that as you prepare your budget you consider continuing your annual support of PCLS so that we can provide affordable services to the public libraries in our region. This year we are requesting \$3,250 from each of the nine counties we serve to continue to support our operations. This is the same level of funding that has been requested in the past, and it allows PCLS to support the shared services between our member libraries.

We appreciate your prior funding of PCLS and our member libraries and hope that you will continue to provide financial support when preparing your annual budget. We look forward to continuing to offer library services for people throughout the PCLS region.

Best Regards,

Elizabeth Hoffman
Director
Plum Creek Library System

Get to Know Your PUBLIC LIBRARY!



26

Library Locations



1,100

Miles driven by PCLS
Delivery Each Week



101

Arts and Cultural Heritage
Funded Programs in 2022



16,673

eBooks and eAudio
available through Libby



MINNESOTA LIBRARY
ASSOCIATION



REQUEST FOR BOARD ACTION

Requested Board Date:	June 6, 2023	Originating Dept.:	Extension
Preferred 2nd Date:			
Discussion Item:	Request to Increase Staffing		
	Presenter:	Trisha Sheehan	
	estimated time needed:	15 min	
Board Action:	<input type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve/deny request to increase staffing FTE for the 4-H Extension After School Educator.

Background Information:

Sheehan will present program information and budget impact on the proposed request to increase after school staffing FTE

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Financial impact will occur with the 2024 Budget, if approved.

Reviewed by Administrator: Yes No

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



Redwood County 4-H Program

Request for an additional 0.5 - 0.75 FTE 4-H Extension Educator

Needs: Redwood County currently has a 1.25 FTE 4-H Extension Educators serving a robust youth development program. The program has grown to include over 350 youth members and 94 adult screened volunteers. In the 2021-22 4-H program year, membership grew by 20% with 128 new members. Currently, Redwood County has 2,893 youth between the ages of 5-17, which is 18.7% of the population. MN Compass data also indicates that 27.6% of Redwood County households earn less than \$35,000 per year. 4-H Youth Development programs have been able to reach youth where they are and enhance their learning.

Redwood County has a strong program that focuses on project learning, leadership development, and partners with schools to offer after school educational programs. Currently, Redwood County has 7 community clubs and 1 project club. Redwood County has many involved volunteers who share their expertise with the program. There is a continued need to support, train, utilize, recognize, and evaluate their efforts.

2018-19	2019-20	2020-21	2021-22	2022-23
295	250	276	347	358

New Areas of Growth

- Expand outreach to Westbrook Walnut Grove, Lamberton, Wabasso, and Cedar Mountain schools
- Expand career development partnerships
- Expand middle and high school program support
- Lower Sioux Education Program support
- Strategic support for new members and member retention



Redwood County Extension no increase in staff positions for 2024

Program/Position	FTE	2022 Price	FTE	2024 Price	FTE	2024 Price
						\$
Extension Educator, 4-H Youth Development	1	\$76,949	1	\$78,681	1	\$80,648
Extension Educator – 4-H After School	.25	\$19,237	.25	\$19,670	.25	\$20,162
Total	1.25	\$96,186	1.25	\$98,351	1.25	\$100,810

Redwood County Extension increasing 4-H After School Educator to 75% in 2024

Program/Position	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
						\$
Extension Educator, 4-H Youth Development	1	\$76,949	1	\$78,681	1	\$80,648
Extension Educator – 4-H After School	.25	\$19,237	.25	\$19,670	.75	\$63,486
Total	1.25	\$96,186	1.25	\$98,351	1.75	\$141,134

Redwood County Extension increasing 4-H After School Educator to 100% in 2024

Program/Position	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
						\$
Extension Educator, 4-H Youth Development	1	\$76,949	1	\$78,681	1	\$80,648
Extension Educator – 4-H After School	.25	\$19,237	.25	\$19,670	1	\$80,648
Total	1.25	\$96,186	1.25	\$98,351	2	\$161,296



REQUEST FOR BOARD ACTION

Requested Board Date:	6/2/2023	Originating Dept.:	EDA
Preferred 2nd Date:			
Discussion Item:	Presenter: Briana Mumme		
Approve Tier Two Environmental Review CDBG Broadband Project	estimated time needed:	2 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Tier Two Environmental Review as required under the Small Cities Community Development Block Grant - Coronavirus (CDBG-CV) Broadband program to construct a fiber network to the city of Sanborn and Charlestown Township.

Background Information:

Redwood County is a recipient of the CDBG-CV grant for the deployment of a fiber network within the city of Sanborn and Charlestown Township. Under a competitive bid process, the Commissioners awarded Bolton and Menk to complete the broad environmental assessment. As required under the CDBG grant the second portion of the environmental assessment was completed and is now seeking approval

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 ****

**Rehabilitation Threshold Determination Worksheet/
Tier Two Environmental Review Form** (Sept 2021)
Minnesota Small Cities Development Program

Project Location: Redwood County **Project ID:** CARE-21-0001-0-FY21

Property Owner/Identifier: Briana Mumme, Economic Development Coordinator

Project Location:

The Proposed Project is located within the entirety of the City of Sanborn and Charlestown Township, both of which are located within Redwood County, Minnesota.

Cities: Sanborn

Townships: Charlestown

See Appendix A, Figures 1-3

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The Proposed Project would expand fiber broadband services throughout the City of Sanborn and Charlestown Township, particularly within underserved or unserved areas in Redwood County, MN. The Proposed Project seeks to address the need for improved broadband connectivity for City of Sanborn and Charlestown Township residents and businesses by improving and expanding the existing fiber infrastructure and connecting residential properties within the Project Area. Underground broadband fiber lines would be installed by directional boring methods or by temporarily excavating within previously disturbed right of way adjacent land next to roadways, and residential yards. Excavation activities will occur in previously disturbed ground and potentially some undisturbed ground and will include restoration and/or repair of disturbed ground, utility connections, and the like. The grant funding would provide these connections to residential properties. Any non-residential locations are required to be served by the internet service provider, as outlined in the contract with Redwood County. These locations—as well as any middle mile or distribution fiber used solely for these locations—would be fully funded by the internet service provider and would not utilize grant funding.

The Proposed Project will provide access for residents who do not have other resources available for broadband assistance. The Proposed Project would expand the existing infrastructure and facilities to reach more residents and would not duplicate the efforts of any other planned or completed project. The proposed average speed will be 1000 Mbps for download and upload. The total project cost is \$1,715,607.

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:

There is a need for increased broadband infrastructure in the Redwood County areas of Sanborn and Charlestown Township to provide unserved and underserved residents with sufficient internet connectivity. According to the Minnesota Office of Broadband Development, Redwood County was recently ranked 62nd out of 87 counties for the percentage of households

served with broadband in the State of Minnesota. Therefore, closing the inequity gap for broadband services in Redwood County is one of the County's top priorities.

The City of Sanborn and Charlestown Township are very rural municipalities in Redwood County, with an emphasis on home-based business, farming, and teleworking. Broadband service within the Project Area is presently insufficient and does not have the fiber network access required to support bandwidth speeds necessary to fulfill these activities. Unequal opportunity resulting from a lack of quality internet service has been accentuated during the COVID-19 pandemic, when many City of Sanborn and Charlestown Township residents found they were unable to work from home, conduct telehealth, and provide distance learning due to insufficient internet speeds.

**TIER TWO ENVIRONMENTAL REVIEW FORM
SITE SPECIFIC CHECKLIST**

SECTION 1

This Tier Two Environmental Review form must be completed on an individual building basis for project addresses that were unknown during the Board-Level Tiered Environmental Review. DEED can clear the environmental review on the project area (Tier 1) before units or sites are evaluated, but this form (Tier 2) must be completed, and all issues resolved before individual contracts are awarded.

Site inspection completed (name of inspector, signature and date of inspection):

N/A

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 58.5, and 58.6	Are formal compliance steps or mitigation required?	Complete this column only if checkbox Yes or No has been selected and Describe compliance determination. Additionally, if checkbox Yes was selected, complete the <i>Mitigation Measures and Conditions section and Determination section.</i>
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Compliance achieved at the broad level of review	Compliance with the Clean Air Act was achieved at the Broad level of review.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Compliance achieved at the broad level of review	Compliance with the Coastal Zone Management Act was achieved at the Broad level of review.

<p>Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 58.5, and 58.6</p>	<p>Are formal compliance steps or mitigation required?</p>	<p>Complete this column only if checkbox Yes or No has been selected and Describe compliance determination. Additionally, if checkbox Yes was selected, complete the <i>Mitigation Measures and Conditions section and Determination section.</i></p>
<p>Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)]</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>Potentially contaminated sites have been identified within a 100-meter radius of the proposed fiber lines. All hazards encountered during fiber line installation will be evaluated and mitigated according to recommended procedures. See <i>Appendix A, Figures 4 and Appendix B: Contamination and Toxic Substances</i></p>
<p>Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>Construction activities associated with the Proposed Project may affect, but are not likely to adversely affect, federally-listed species and critical habitats. For more information, refer to the attached <i>Appendix C: Endangered Species Act</i>. The attached USFWS IPAC and Species List was generated March 13, 2023, and updated on March 30, 2023.</p>
<p>Explosive and Flammable Hazards 24 CFR Part 51 Subpart C</p>	<p>Yes No <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>Compliance with 24 CFR Part 51 Subpart C was achieved at the Broad level of review.</p>
<p>Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>The Proposed Project does not include activities that would potentially convert farmland to a non- agricultural use.</p>
<p>Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>Certain fiber line segments intersect with 100- year floodplains in the northern and southeastern portions of the project area. However, because project activities would be constrained to previously-disturbed rights-of-way and residential yards, impacts related to floodplains are not anticipated, and all adverse effects will be fully mitigated through construction methods and permit approvals prior to construction. See <i>Appendix A, Figure 5 and Appendix D, Floodplain Management</i> for additional information.</p>

<p>Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 58.5, and 58.6</p>	<p>Are formal compliance steps or mitigation required?</p>	<p>Complete this column only if checkbox Yes or No has been selected and Describe compliance determination. Additionally, if checkbox Yes was selected, complete the <i>Mitigation Measures and Conditions section and Determination section.</i></p>
<p>Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>There are previously recorded archaeological and historical properties near or adjacent to the Project Area. Consultation letters were submitted to SHPO and THPOs, according to HUD guidelines on April 20, 2023. See <i>Appendix E: Historic Preservation</i>. Mitigation measures include immediately contacting THPOs should any cultural resources be encountered during construction activities. The SHPO response was received on May 19, 2023, and recommends further investigation through a Phase 1A archaeological assessment, which may lead to additional recommended assessments or surveys to reduce cultural resources impacts.</p>
<p>Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B</p>	<p>Yes No <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>Compliance with the Noise Control Act was achieved at the Broad level of review.</p>
<p>Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149</p>	<p>Yes No <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>Compliance with the Safe Drinking Water Act was achieved at the Broad level of review.</p>
<p>Wetlands Protection Executive Order 11990, particularly sections 2 and 5</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>The installation of broadband lines involves ground disturbance. As shown in <i>Appendix A, Figure 6</i>, NWI Wetlands are located within the Study Area. Floodplain forest, prairie potholes, and wet ditches may also be present within the Study Area. Directional boring construction methods are anticipated to avoid NWI-identified wetland areas. The Proposed Project would not draw water, use a septic system, increase impervious surface, or discharge pollutants during operation. Temporary impacts in areas where wetlands are present are not anticipated during the construction phase of the Proposed Project. All potential impacts to wetlands will be avoided</p>

<p>Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 58.5, and 58.6</p>	<p>Are formal compliance steps or mitigation required?</p>	<p>Complete this column only if checkbox Yes or No has been selected and Describe compliance determination. Additionally, if checkbox Yes was selected, complete the <i>Mitigation Measures and Conditions section and Determination section.</i></p>
		<p>through directional boring construction methods. No construction staging or other activities will occur in or immediately adjacent to NWI- identified wetland areas. <i>See Appendix A: Figure 6 and Appendix F: Wetlands for additional information.</i></p>
<p>Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)</p>	<p>Yes No <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>Compliance with the Wild and Scenic Rivers Act was achieved at the Broad level of review.</p>
<p>Environmental Justice Executive Order 12898</p>	<p>Yes No <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Compliance achieved at the broad level of review</p>	<p>Compliance with Executive Order 12898 was achieved at the Broad level of review.</p>

If **“Yes”** was selected for any checkbox above, continue with **SECTION 2 - Mitigation Measures**.
Otherwise, skip **SECTION 2** and proceed to the **SECTION 3 - Signature** to complete the Tier Two
Environmental review.

SECTION 2

Mitigation Measures

Summarize below all consultations with responsible agencies and mitigation measures adopted by the
Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-
compliance or non-conformance with the above-listed authorities and factors.

The approved mitigation measures and Tier Two Environmental Review Form must be submitted to
DEED.

Law, Authority, or Factor	Mitigation Measure
ALL	<p>All permits and approvals will be secured and filed prior to construction start.</p> <p>See <i>Appendix A: Figures</i> for location and Project Area details.</p>
Contaminated or Toxic Substances	<p>Potentially contaminated sites have been identified within a 100-meter radius of the proposed fiber lines – see <i>Figures 4a and 4b</i> and <i>Appendix B: Contaminated and Toxic Substances</i>. All hazards encountered during fiber line installation will be evaluated and mitigated according to recommended procedures.</p>
Endangered Species	<p>Construction activities within the proposed project area may affect, but are not likely to adversely affect, federally-listed species or critical habitats. A list of species that may be present in the project area is included in <i>Appendix C: Endangered Species</i>.</p> <p>Tree removal is prohibited between April 1 and October 1. All construction activities will be temporary and disturbed areas will be restored to their original condition following broadband installation. Additional mitigation requirements are not anticipated; however, if endangered species are identified or encountered during construction, the contractor must halt operations and immediately contact USFWS personnel for additional direction and guidance.</p>
Floodplain Management	<p>Because project activities would be constrained to previously-disturbed rights-of-way and residential yards, impacts related to floodplains are not anticipated. Any adverse effects would be mitigated through directional boring construction methods to avoid surface water and floodplain resources. See <i>Appendix D: Floodplain Management</i> for additional information.</p>
Historic Preservation	<p>There are previously recorded archaeological and historical properties near or adjacent to the Project Area that may require mitigation. In SHPO's response, received May 19, 2023, they recommend further investigation through a Phase 1A archaeological assessment with any additional assessments or surveys completed prior to resubmitting for SHPO review. A THPO response received on April 23, 2023, recommended contractors immediately halt operations and contact THPOs should any unknown cultural resources be encountered during construction activities. See <i>Appendix E: Historic Preservation</i> for details. Further consultation with interested parties may be necessary to identify additional mitigation measures prior to project construction.</p>
Wetlands Protection	<p>Permanent impacts are not anticipated as a result of the Proposed Project. Any potential impacts to wetlands will be avoided through directional boring construction methods and/or minimized to the fullest extent possible and restored within 90 days following the conclusion of construction activities. Level I and Level II wetland delineation is</p>



REQUEST FOR BOARD ACTION

Requested Board Date:	06-06-2023	Originating Dept.:	Technology Dept.
Preferred 2 nd Date:			
Discussion Item:	Presenter: Paul Parsons		
CISA/DHS Pen Test Results	estimated time needed:	5 Minutes	
Board Action:	<input type="checkbox"/> Yes, action required	<input checked="" type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Informational Only No action required

Background Information:

Redwood County was involved in a Network Penetration Test with CISA/DHS (CyberSecurity & Infrastructure Security Agency / Department of Homeland Security) later part of April and beginning of May. Results will be shared at Board Meeting.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	06-06-2023	Originating Dept.:	Technology Dept.
Preferred 2 nd Date:			
Discussion Item:	Presenter: Paul Parsons		
Logging Solution	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:

Please review and make motion to approve the purchase of the Event Sentry solution by Netikus.Net in the amount of \$4884.05 for the first year and \$990 yearly thereafter.

Background Information:

After our recent BCA audit, we are in need to implement a logging solution for the Law Enforcement Network, Users, and devices. This solution will be on premise and will log all activity on workstations, servers, switches, and firewall. For example: several failed log in attempts by a legit user or potential hacker. This system will log and alert IT. A new network account created, or permissions changed on existing account will alert IT. Large amounts of data being deleted off servers will alert IT. These are just some of the items that are required by the BCA to be following their policies. Discussion is welcome.

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 ****



NETIKUS.NET Ltd
150 S. Wacker Drive
Suite 2400
Chicago, IL 60606

Telephone: 1-877-NETIKUS

Web: <https://www.netikus.net/>
Email: billing@netikus.net

Redwood County
Paul Parsons
paul_p@co.redwood.mn.us
5076371134

Date Issued: 05/19/2023
Expires: 06/19/2023

Quote Code: c96e33

Price Quote

Item	Price
EventSentry 70 licenses	USD 3248.16
EventSentry Network Device 25 licenses	USD 212.39
EventSentry ADMonitor 250 users	USD 1498.00
EventSentry Training Remote (2-hrs)	USD 300.00
Discount ADMonitor Bundle	USD -374.50
Total	USD 4884.05

This price includes one year of maintenance for all releases. For more details please visit <https://www.eventsentry.com/pricing>. The software can be downloaded electronically once the purchase is complete.

We accept Visa, Mastercard, American Express, check and corporate purchase orders (US only) as payment options.

Pay now:
<https://store.netikus.net/store/quote/c96e33>

Please email us at sales@netikus.net or call us at 1-312-624-7698 if you have any additional questions.

Your NETIKUS.NET team.

Payment Terms: 15 days net, interest accrues at 1.5% per month (20% annually) on balances outstanding greater than 30 days.
Please make checks payable to **NETIKUS.NET** Ltd and mail to address specified above. All purchases made in Illinois are subject to sales tax.



Know when you need to act. Delivering meaningful insight into your network data.

EventSentry is a powerful monitoring solution that provides your IT team with actionable network data that drives intelligent IT decisions – in real-time. Reliable, secure, scalable, and easily-deployed, EventSentry will enhance the performance, compliance and security of your network. Save time, prevent disasters and reduce TCO with one of the most cost-effective monitoring solutions on the market. New users are up and running in minutes and can easily adapt the solution to suit their needs - with award-winning customer service at their fingertips.

KEY FEATURES:

- Correlate and monitor event logs and log files in real time as well as monitor performance, disk space, services, processes and much more on both physical and virtual (cloud) servers and workstations.
- Track Active Directory™ changes of any object down to the attribute level, including group policy changes. Includes user status reports and password expiration reminders for end users.
- Track processes, console and network logons, file access, account management events and even policy change events for compliance with PCI, CMMC, NIST, CJIS and others.
- Visualize data with insightful dashboards and a powerful job & reporting feature. Reporting supports granular authentication and sophisticated log searching.
- Easily extend EventSentry's core functionality by integrating existing or new scripts into the monitoring environment.

CLIENT RAVES:

- "EventSentry has quickly become an essential tool in monitoring the health of critical infrastructure systems."
- "The Swiss Army knife of Networking Monitoring solutions!"
- "Scales well beyond the competition."
- "Their customer service has been impeccable!"
- "We were up and running in minutes!"
- "Far and beyond event log monitoring."
- "It works like it's supposed to."
- "Visibility of our systems was mind-blowing."

Version 5.0

For more information call 312.624.7698
www.eventsentry.com

Features Overview



Event Log Monitoring & Correlation

Real-Time event log monitoring and correlation with advanced features such as thresholds, recurring events, timers, insertion strings and more.



Compliance Tracking

Track file/registry access activity, processes and console logons, successful or failed network logons, account management and more to help with PCI, CMMC, NIST, CJIS and other compliance requirements.



Log File Monitoring & Correlation

Monitors and correlates any log file (e.g. IIS, DHCP, Backup, Firewall) in real-time and sends alerts upon matching text. Create custom views for structured log files.



NetFlow

Visualizes NetFlow and sFlow data and provides detailed reporting like bandwidth usage. Sysmon integration correlates process network activity with NetFlow data.



Extensive Inventory

Inventories installed software, browser extensions, patches as well as hardware information, including VM inventory (VMWare® and Hyper-V®). Shows physical switch port mappings and managed hardware info when available.



Comprehensive System Health Monitoring

Keeps track of all important system metrics like disk & folder usage, performance metrics, reboots, critical OS files and more.



Process, Services & Scheduled Tasks

Pro-actively monitors services, scheduled tasks and stand-alone processes. Failed processes and services can be restarted automatically.



Central Collector Service

Supports data collection over insecure mediums (e.g. Internet) through strong TLS encryption, clients support offline mode and compression.



Active Directory Change Monitoring

Tracks AD object changes down to the attribute level including before & after values, group policy changes, user status reports & password expiration emails.



Notifications

16 different notification types including: Email, Syslog, SNMP Traps, HTTP(S), Jabber (IM), database, SNPP, RSS, text file, network, processes, reboot, service control, desktop and more.



Lightweight Monitoring

Agents monitor your hosts without affecting the performance of the monitored hosts, while also minimizing network bandwidth usage. Agents can be automatically installed and have no dependencies.



Validation Scripts

Collection of customizable security and health scripts that detect insecure settings, missing patches and updates, compliance violations and misconfigurations on monitored hosts.



Web Reporting

Modern web-reporting with dashboards, granular access control, flexible reporting, jobs engine and visualization tools. Extensive API to access data from 3rd party software. Works with all major browsers and mobile devices.



Heartbeat Monitoring

Centrally monitors the uptime of hosts and TCP services and provides availability stats.



Syslog/SNMP/ARP Daemon

Collects Syslog messages and SNMP traps (v1-v3) centrally from Unix/Linux hosts and/or network devices. Alerts matching configured rulesets can be dispatched in real-time.



FIM: File Integrity Monitoring

Tracks checksums, size, version, entropy and digital signatures of critical files to detect & track changes. Real-time alerts and reporting support compliance security requirements.

Version 5.0

For more information call 312.624.7698
www.eventsentry.com

How much is your network worth?

EventSentry is not only the easiest and most flexible event log, system health and network monitoring solution, it is also the most affordable one.

1 What systems would you like to monitor?

Full Licenses

Windows Server or Workstation

70 licenses \$4,098.00
USD \$58.54 per Windows device

Network Device Licenses

Linux, macOS, Firewalls, Switches, VMWare

25 licenses \$248.00
USD \$9.92 per network device

\$6,144 Initial purchase

FREE year of maintenance [Buy Now](#)
\$1,168.80/year renewal [Quote](#)

ONLINE PRICE. ↑

2 Choose your add-ons

ADMonitor User Objects

Active Directory Change Monitoring

250 users \$1,498.00
USD \$5.99 per user

NetFlow Licenses

NetFlow v1,v5,v9 and sFlow

--

Deployment

Remote Training / Installation

2 hours \$300.00

- Perpetual License
You own it, no subscription
- No Data Limit
Collect all the data
- On-premise
Keep your data close at hand
- Backed by Stellar Support
Knowledge equals power



Thinking of switching?

We offer competitive discounts



Sales FAQ

Our frequently asked questions



Affordable Renewals

20% of the current list price

Competitive Discounts

Are you dissatisfied with your current monitoring product and ready to switch to a more powerful and affordable monitoring solution that offers superior customer service at the same time? Many of our users made the switch and are not looking back. [Request a quote](#) or [contact our sales team](#) to get special upgrade pricing; proof of purchase required.

EventSentry Training

Supercharge your EventSentry installation with an on-site training session by an EventSentry professional. In addition to teaching you about EventSentry's features, our engineer will optimize your EventSentry installation towards your unique environment so you can get the best possible monitoring experience.

Upgrades

If you have previously purchased EventSentry licenses and your maintenance expired more than 90 days ago, then you can purchase an upgrade for 35% of the current purchase price. For example, if you purchased a 10-host license 3 years ago but did

60-Day Refund Policy

If an EventSentry feature advertised by NETIKUS.NET Ltd does not work as described and you report this problem within 60 days after the day of purchase (see <https://www.eventsentry.com> or the

not renew your support and updates, then you can purchase a 10-host license for USD 244.30. Please [contact support](#) if you wish to purchase an upgrade.

Help document for details on features) then you will get your money back if NETIKUS.NET Ltd is not able to provide a fix within 20 working days.

Environment Monitoring

HWg-STE Ethernet Temp Sensor	\$269.00	add to cart
HWg-STE Ethernet Temp+Humidity Sensor	\$369.00	add to cart
Temperature Sensor	\$49.00	add to cart
Humidity Sensor	\$109.00	add to cart
Smoke Sensor	\$119.00	add to cart
1-Port Serial Adapter	\$30.00	add to cart
4-Port Serial Adapter	\$109.00	add to cart
Extension Coupler (RJ45) for Environment Sensors	\$3.00	add to cart

 NETIKUS.NET has been awarded GSA contract #GS-35F-0170U, and all government agencies eligible to use GSA sources for services and supply may purchase EventSentry software licenses through [GSA Advantage!](#) Please [contact us](#) or [request a quote](#) for more information on GSA pricing.

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Contact Us

1-877-NETIKUS
1-312-624-7698
sales@netikus.net
support@netikus.net

MON-FRI, 8AM-5PM CST

Social





REQUEST FOR BOARD ACTION

Requested Board Date:	06-06-2023	Originating Dept.:	Technology Dept.
Preferred 2nd Date:			
Discussion Item:		Presenter:	Paul Parsons
Dell PC Refresh Purchase		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:

Please review and make motion to approve the purchase new Dell laptops and desktops for replacement refresh in the amount of \$17,609.94
 Two Attorney laptops.
 Two Commissioner laptops.
 IT laptop.
 Ten Desktop PC's for staff replacement.

Background Information:

Our current policy is a five year rotation or if devices fails to operate and is outside of its three year warranty from Dell. We did not order new devices last year and typically in the past we have ordered 10 desktops for the refresh.

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 ****



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000153496953.1	Sales Rep	Nick Glazner
Total	\$17,609.94	Phone	(800) 456-3355
Customer #	10786124	Email	Nick.Glazner@dell.com
Quoted On	May. 23, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 22, 2023		REDWOOD COUNTY
Contract Name	Dell National Cooperative Purchasing Alliance-NCPA Master Agreement		403 S MILL ST
Contract Code	C000000005600		REDWOOD FALLS, MN 56283-1671
Customer Agreement #	NCPA 01-42		
Deal ID	25731664		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Nick Glazner

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE REDWOOD COUNTY P O BOX 130 REDWOOD FALLS, MN 56283 (507) 637-4008	Standard Delivery

Product	Unit Price	Quantity	Subtotal
XPS 15 9530	\$1,937.47	2	\$3,874.94
OptiPlex Small Form Factor (Plus 7010)	\$907.00	10	\$9,070.00
Dell Latitude 7430	\$1,215.00	1	\$1,215.00
Dell Latitude 5431	\$1,150.00	3	\$3,450.00

Subtotal:	\$17,609.94
Shipping:	\$0.00
Non-Taxable Amount:	\$17,609.94
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$17,609.94
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Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
 REDWOOD COUNTY
 P O BOX 130
 REDWOOD FALLS, MN 56283
 (507) 637-4008

Shipping Method

Standard Delivery

	Quantity	Subtotal
XPS 15 9530	2	\$3,874.94

Estimated delivery if purchased today:
 Jun. 07, 2023
 Contract # C000000005600
 Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
XPS 15 (9530)	210-BGMJ	-	2	-
13th Generation Intel(R) Core(TM) i7-13700H Processor (14-Core, 24MB Cache, up to 5.0 GHz)	338-CJJG	-	2	-
Platinum Silver exterior, Black interior	320-BEKR	-	2	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	2	-
No Microsoft Office License Included	658-BCSB	-	2	-
16GB, 2x8GB, DDR5, 4800MHz	370-AGWZ	-	2	-
Backlit Black English Keyboard w/ Fingerprint Reader	583-BKJK	-	2	-
15.6" FHD+ (1920 x 1200) InfinityEdge Non-Touch Anti-Glare 500-Nit Display	391-BHMT	-	2	-
512GB M.2 PCIe NVMe Solid State Drive	400-BPJQ	-	2	-
Intel(R) Killer(TM) Wi-Fi 6 1675 (AX211), 2x2, 802.11ax, Bluetooth(R) wireless card	555-BHZC	-	2	-
Intel(R) Arc(TM) A370M Graphics	490-BJKS	-	2	-
US Power Cord	470-BBDG	-	2	-
Energy Star Label	389-DOVG	-	2	-
No vPro - No Out of Band Systems Management	631-BBJQ	-	2	-
6-Cell Battery, 86Whr (Integrated)	451-BCPR	-	2	-
Shipping Material	328-BFVT	-	2	-
Custom Configuration	817-BBBB	-	2	-
Intel Core i7 EVO non-vPro Processor Label	389-FDVP	-	2	-
Additional Software	658-BFRD	-	2	-
130Watt Type-C Adapter	450-ALVY	-	2	-
Dell Limited Hardware Warranty Initial Year	801-0978	-	2	-
1Y ProSupport Plus for PCs NextBusinessDay OnsiteService after RemoteDiagnosis - for business	801-1042	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	801-1054	-	2	-
2Y ProSupport Plus NextBusinessDay OnsiteService after RemoteDiagnosis - for business,Extended	801-1055	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	801-1056	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	801-1060	-	2	-

Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-

			Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)		\$907.00	10	\$9,070.00

Estimated delivery if purchased today:
 May. 26, 2023
 Contract # C000000005600
 Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	210-BFXD	-	10	-
13th Gen Intel Core i7-13700 (8+8 Cores/30MB/24T/2.1GHz to 5.1GHz/65W)	338-CHCJ	-	10	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	10	-
No Microsoft Office License Included	658-BCSB	-	10	-
16GB (2X8GB) DDR5 Non-ECC Memory	370-AGWQ	-	10	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	-	10	-
M.2 22x30 Thermal Pad	412-AAQT	-	10	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	10	-
NO RAID	817-BBBN	-	10	-
Intel Integrated Graphics	490-BBFG	-	10	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BHPM	-	10	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	10	-
No Optical Drive	429-ABKF	-	10	-
CMS Software not included	632-BBBJ	-	10	-
No Media Card Reader	379-BBHM	-	10	-
No Additional Add In Cards	382-BBHX	-	10	-
No Additional Video Ports	492-BCKH	-	10	-
No Keyboard Selected	580-AABG	-	10	-
No Mouse Selected	570-AAAF	-	10	-
No Cover Selected	325-BCZQ	-	10	-
Dell Additional Software	658-BFPY	-	10	-
ENERGY STAR Qualified	387-BBLW	-	10	-
Dell Watchdog Timer	379-BEZX	-	10	-
Quick Start Guide, OptiPlex SFF Plus	340-DDFN	-	10	-
Print on Demand Label	389-BDQH	-	10	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	10	-
Shipping Material	340-CQYR	-	10	-
Shipping Label	389-BBUU	-	10	-
Regulatory Label for OptiPlex SFF Plus 260/300W, FSJ	389-FBFZ	-	10	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	10	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	10	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	10	-
Desktop BTS/BTP Shipment	800-BBIP	-	10	-

CrowdStrike Endpoint Prot Ent, Prevent Insight, EDR XDR, Device Ctrl, ThreatGraph, Essential Support 1yr	634-CCLH	-	10	-
Fixed Hardware Configuration	998-FZPY	-	10	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	10	-
Internal Speaker	520-AARD	-	10	-
Intel vPro Enterprise	631-BBKK	-	10	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	10	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	10	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	10	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	10	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	10	-
ProSupport Plus : 4-hour 7x24 Onsite Service After Remote Diagnosis, 3 Years	819-4662	-	10	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	10	-

			Quantity	Subtotal
		\$1,215.00	1	\$1,215.00

Dell Latitude 7430

Estimated delivery if purchased today:
Jun. 01, 2023
Contract # C000000005600
Customer Agreement # NCPA 01-42

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7430 BTX	210-BDSP	-	1	-
12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12 MB Cache, 12 Threads, up to 4.80 GHz)	379-BEUQ	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Intel Iris Xe Graphics for i7-1265U vPro Processor with 32GB DDR4 Memory for Laptop	338-CDXB	-	1	-
Intel vPro Enterprise Technology Enabled	631-ADFZ	-	1	-
32GB 3200MHz DDR4, Non-ECC, Integrated	370-AHDW	-	1	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BION	-	1	-
Laptop 14.0" FHD (1920x1080) AG, SLP, Non-Touch, ComfView+, WVA, 400 nits, FHD IR Camera + Intelligent Privacy, WLAN, CF	391-BGPI	-	1	-
FHD/IR Camera with ExpressSign-In + Intelligent Privacy, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIC	-	1	-
Palmrest, Fingerprint Reader, Carbon Fiber, Thunderbolt4	346-BHWO	-	1	-
English US backlit keyboard, 79-key	583-BHFD	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHZG	-	1	-
Intel(R) Wi-Fi 6E AX211 2x2 802.11ax 160MHz + Bluetooth	555-BHTI	-	1	-
58WHR, 4 Cell Battery Express Charge Capable	451-BCWY	-	1	-
65W Type-C Adapter	492-BDGC	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
Quick Start Guide, Laptop	340-CYKD	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Fixed Hardware Configuration	998-FMJE	-	1	-

SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
Min Model Ship, 65W, Laptop	340-DBCN	-	1	-
Intel Core i7 EVO Vpro Processor Label	389-EDDW	-	1	-
POD Label	389-EDJB	-	1	-
CrowdStrike Endpoint Prot Ent,Prevent Insight,EDR XDR,Device Ctrl,ThreatGraph,Essential Support 1yr	634-CCLH	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Plus Service	804-2167	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	804-2185	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-2186	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	804-2187	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	804-2188	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Dell Latitude 5431

Estimated delivery if purchased today:
Jun. 05, 2023
Contract # C000000005600
Customer Agreement # NCPA 01-42

Quantity **Subtotal**
\$1,150.00 **3** **\$3,450.00**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5431 XCTO Base	210-BEQW	-	3	-
12th Gen Intel vPro(R) Enterprise with Intel(R) Core(TM) i5-1250P (12 Core, 12 MB Cache, 16 Threads, up to 4.40 GHz)	379-BESS	-	3	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	3	-
No Microsoft Office License Included	658-BCSB	-	3	-
Intel 12th Gen. Core i5-1250P,Intel Iris Xe Integrated Graphics w/ Thunderbolt	338-CDHJ	-	3	-
Intel vPro Enterprise Technology Enabled	631-ADEX	-	3	-
16 GB, 2 x 8 GB, DDR5, 4800 MT/s, dual-channel, Non-ECC	370-AGYM	-	3	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BNHN	-	3	-
SSD Bracket	575-BCJN	-	3	-
14" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, RGB Camera, 250nits, WLAN	391-BGLH	-	3	-
English US backlit keyboard, 79-key	583-BHCH	-	3	-
Wireless Intel AX211 WLAN Driver	555-BHIQ	-	3	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	3	-

4 Cell, 64WHR, ExpressCharge Capable, Long Life Cycle, 3-year warranty	451-BCWK	-	3	-
90W Type C Power Adapter	492-BDGG	-	3	-
Single Pointing, No Security Palmrest	329-BGQR	-	3	-
Power Cord 1M US	470-AFGV	-	3	-
Latitude 5431 Quick Start Guide	340-CYGH	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
Custom Configuration	817-BBBB	-	3	-
Dell Applications for Windows 11	658-BFNW	-	3	-
Mix Model UMA DAO 90W Type-C Adapter EH	340-DBZR	-	3	-
Intel Core i5 vPro Enterprise Label	340-CYNW	-	3	-
Latitude 5431 Bottom Door	321-BHJT	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
HD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBID	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Dell Limited Hardware Warranty	997-8317	-	3	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	3	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	3	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	3	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	3	-
CrowdStrike Endpoint Prot Ent, Prevent Insight, EDR XDR, Device Ctrl, ThreatGraph, Essential Support 1yr	634-CCLH	-	3	-

Subtotal:	\$17,609.94
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$17,609.94

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



REQUEST FOR BOARD ACTION

Requested Board Date:	06-06-2023	Originating Dept.:	Technology Dept.
Preferred 2nd Date:			
Discussion Item:		Presenter:	Paul Parsons
Redwood County Technology Risk Management Plan / Policy		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:

Please review and make motion to approve the updated Redwood County Technology Risk Management Plan / Policy.

Background Information:

I created this policy in 2015 and has since changed and the State Auditors are wanting a revised and updated version.

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 Information Technology Risk Management Plan / Policy

05-23-2023 Last Modified

Paul Parsons Redwood County Technology Coordinator

FOUO

In effort to alleviate any risk to Redwood County network, end user devices, infrastructure devices, miscellaneous devices, and staff found within Redwood County facilities we are abiding to and working on the following policies and procedures to ensure any risk is mitigated without any negative effect on Redwood County or linked acquaintances.

1. Microsoft Updates Risk

- a. **Description:** Devices are vulnerable to hackers/potential virus/malware if updates are not being updated on regular basis.
 - i. **Solution:** RCIT (for the rest of this document Redwood County IT Department will be referred to as; RCIT) has moved away from WSUS due to testing criteria and to ensure servers and workstations update in a timelier manner. We perform updates on County servers and workstations prior to LEC servers and workstations as our "testing" process. BCA wants testing done in less than a week and RCIT does not have the resources to accomplish this. Doing the County servers first will be our testing phase and become compliant with the BCA.
 - ii. **Negative effects:** Need more time to perform updates.
 - iii. **Positive effects:** Updates are being done in a timely manner.

2. Decommissioned Devices

- a. **Description:** Decommissioned devices or end of life devices that can obtain data will need to be properly cleared prior to leaving the county. Sensitive data in the wrong hands will carry a negative impact on Redwood County.
 - i. **Solution:** When a device is no longer needed on our network or an outdated device, we will migrate all user data to the new device, then disjoin from domain. Once the End User is comfortable with the migration and a device has been out of service for two weeks, RCIT will pull HDD out of decommissioned device and store it in a secure area. The remains of the device will be stored in the GSB and Government Center storage area until there is enough to haul away. Currently we remove any hardware that can be used on another device then take it to a location according to State Statute. RCIT has been using PCs for People. Meanwhile the Hard Drive is stored in a secure place until we physically destroy. In addition, County owned phones will be turned into the Technology group, and if a personal phone is being used for county purposes, then it will need to be presented to RCIT to ensure data is removed and secured. Typically, mobile devices will be factory reset as well. NOTE: Sensitive data SHOULD NOT be stored on local devices.
 - ii. **Negative effects:** Travel time and mileage to facility to take old equipment.
 - iii. **Positive effects:** Recycling and cleaning out old equipment from Technology areas and prevent landfills from filling up, and PCs for People will donate computers to a deserving family.

3. Virus/Malware Prevention

- a. **Description:** Virus and Malware prevention is a critical part of Redwood County IT. RCIT relies on CrowdStrike to detect and block any virus or malware that may have leaked through. We also rely on our End Users to be cautious of any unfamiliar emails, websites that are not safe, and follow Redwood County Security and Acceptable Use Policy. Occasional emails are being sent to End Users with tips on security, safe use of County data and devices, internet, and email security. RCIT currently utilizes

KnowBe4 to test and train End Users. We perform monthly tests to see if an End User “falls” for the test phishing email. Also, RCIT relies on our FirePower Fire Wall to stop unwanted guests accessing our network. In addition, RCIT uses our Exchange Email Server, Windows Defender, and a Barracuda email filter both on-site and in the cloud to stop Malware.

- i. **Recommendation:** RCIT to continue to use CrowdStrike for our Anti-Virus and Malware detection program. Currently alerting is configured to alert RCIT in case of any issues, new devices, or outbreak in spyware/malware. Additionally, we are utilizing a Barracuda email Filter that filters unwanted emails.
- ii. **Negative effects** of this change would be; none.
- iii. **Positive effects** of this change would be; more secure environment using all precautions available to County employees and providing End User training.

4. Disaster Readiness

- a. **Description:** RCIT provides Information Technology service for all of Redwood County and extensions. Data communications, data storage, phone systems, application servers, etc. are all required to be on a battery backup. Currently servers housed in county facilities are connected to a battery backup system UPS (Uninterrupted Power Supply). This system will provide battery backup for DataCom/servers in the event of a power loss to county facilities. In the case of fire, tornado, flood, etc. RCIT will take appropriate action once alerted to secure and preserve data and to maintain data communications. Currently our Data Center is on a Battery backup along with a generator. Government Center is only on a UPS and NOT have a generator.
 - i. **Recommendation:** Ensure UPSs are configured to alert RCIT in case of power outage, and to ensure that servers and UPSs are communicating to provide safe shutdown in the event of power loss. Also, ensure that once power has been brought back, that RCIT has been alerted and servers / DataCom will automatically turn on and reconnect.
 - ii. **Recommendation:** Each department follows their Departmental Disaster Plan.
 - iii. **Recommendation:** Create a team to facilitate readiness plan, and contact list.
 - iv. **Recommendation:** In case of power loss to facilities, RCIT and Maintenance will need to have a plan to enter card key locked doors to access critical DataCom and physical hardware.
 - v. **Recommendations:** Refer to section 12 of this policy.
 - vi. **Negative effects:** None
 - vii. **Positive effects:** This readiness plan will only have positive effects, for example, with the alerting enabled, RCIT will be aware as soon as there is an interruption in power and will be able to tend to the disaster immediately.

5. Username & Password Settings

- a. **Description:** Currently Group Policy settings are configured for account lock. If an End User or a hacker is attempting to log in and has several failed attempts the account will lock. This eliminates the risk by locking the account after five failed attempts, the account will be locked and can be unlocked by RCIT or have the End User wait 15 minutes and try again. This will deter an unauthorized log-in attempt.
 - i. **Recommendation:** There are several other login password policies that are being utilized. For example, the recycling of passwords is set to ten. This means that you cannot use the previous ten passwords when changing password. I am recommending continuing to use this setting.
 - ii. **Recommendation:** RCIT administrator’s password change should be set to a lesser time of 90 days. Due to the security rights as an administrator this should be changed more often than the End Users passwords.
 - iii. **Recommendation:** End Users change their password every 180 days. Recommendation is to continue with this setting.
 - iv. **Recommendation:** Users cannot change their password until after three days of changing password. This will prevent them from changing it ten times to get back to their “favorite” password.
 - v. **Recommendation:** Strict password requirements. Thirteen characters and must contain three out of the four following. Capitol letter, lower case letter, number, and special character.

- vi. **Positive effects:** More secure environment, minimize risk.

6. Environmental Hazards

- a. **Description:** RCIT has several locations where DataCom, Servers, UPS's, etc. are located. These environments are secured with card key or key lock and supplied with proper safety/control equipment. For example, in the Redwood County Government Center Data room, there are proper fire extinguishers, temperature-controlled rooms for equipment performance, and rack mounted cage for security, cable management, and safety.
 - i. **Recommendation:** Continue to utilize the current methods and enforce them.
 - ii. **Negative effects:** None
 - iii. **Positive effects:** More secure environment, minimize risk.

7. Terminated Employee

- a. **Description:** When an employee leaves Redwood County or is terminated, there are several steps that are needed to secure the domain, and to retain information. HR will submit a request with end users name and last day of employment. Network Active Directory accounts should be either disabled or deleted. If email forwarding is needed, then RCIT will need to change the end user's password, remove from distribution groups, and configure email forwarding to department Manager or designated staff member. Department Managers will need to indicate how long to keep accounts alive. If employee belonged to a department that has administrator rights on the Domain, then the current domain administrator account will need to have the password changed. In addition to domain account, there will need to be a request put in for the Cisco VPN account to be removed, and any other accounts that were created for employee. If account is not dealt with, whether disabled or deleted, this leaves a risk for people to use that account. After typically 30 days the account will be deleted. Key FOBs will also be disabled upon their last day at the county.
 - i. **Solution:** RCIT has implemented a Help Desk Ticketing application. This will provide the proper steps and communication when a county employee is terminated. A service request is created to provide the proper information that is needed to accomplish this task. RCIT will perform the proper steps and then once completed will close service request and this will provide the proper paper trail. In addition, RCIT will create a calendar event for the 30 days to remind us to delete accounts.
 - ii. **Negative effects:** Man hours.
 - iii. **Positive effects:** Clean up Active Directory stale accounts, clean up VPN stale accounts, better manage user accounts, more secure network.

8. Third Party Updates (Non-Microsoft)

- a. **Description:** Java, Adobe and other third party (non-Microsoft) have updates that come out on a weekly basis. Without these updates' devices, whether it is a workstation, or a server will become vulnerable to risks. These applications need to be updated to the latest version and patch. .
 - i. **Recommendation:** When setting up PC's RCIT will need to make a special effort to change the settings to automatically download updates and let End User control when they perform the update. Also, there are several different server applications that will monitor and apply third party updates and keep an inventory to let the Administrator know which devices need an update. This will have a huge positive impact on eliminating any vulnerability on the network.
 - ii. **Negative effects:** Man hours, cost of an application to manage third party application updates (about \$15 per device/per year), physical hardware purchase, unless reconditioned server can be utilized.
 - iii. **Positive effects:** More secure network, less risk, easier to manage updates, and the capability to create a more accurate inventory of devices, and software.

9. Wireless ID's

- a. **Description:** RCIT has setup a couple wireless access points that are not on the network. These services provide internet access to visitors to each building, provide a testing environment, and keep end users devices off our County Network.
 - i. **Negative effects:** None

- ii. **Positive effects:** More secure County network, eliminate potential risks on our County Network, and isolate issues.

10. End User local Administrator

- a. **Description:** By adding End Users to the local administrator group on the local workstation, this enables the End Users to be an Administrator on the workstation. This can lead to a potential risk allowing the End User to launch files that may harm the workstation and even worse spread a virus or malware to the network. There are several applications that require elevated rights to run on a Windows device and this may lead to self-inflicted issues.
 - i. **Recommendation:** The Administrator rights for the End User should be removed, but this will need to be tested in its entirety prior to implementing throughout the network. This is a WIP (Work in Progress) RCIT is going to run reports to show how many devices have the Local Administrator rights for End Users, then present to Technology Committee to review and act. There will need to be a thorough testing phase to be completed before eliminating.
 - ii. **Negative effects:** Removing Administrator rights from the End User could cause applications not to work. Then there will be a need to purchase an application to load on the domain controller to elevate the rights for the End User to allow them to launch the application. Man hours will be needed to research, test, and deploy something like Power Broker to allow the End User the rights to perform their jobs.
 - iii. **Positive effects:** More secure network, eliminate the risk of End Users loading unapproved software on their workstations, minimize down time if PC must be re-imaged due to unapproved software being loaded on it.

11. Unsafe Websites

- a. **Description:** If an End User decides to visit an unsafe website while on their county workstation, this provides a risk to the network and connected devices. Redwood County was using an appliance that has the capabilities to block certain websites or categories of websites. For example, any website or category that has been deemed inappropriate can be blocked (known unsafe sites, adult, media, terrorism, gambling, cult)
 - i. **Recommendation:** Implement a web filter to block websites that end users have no need to visit.
 - ii. **Negative effects:** Cost, man hours, downtime if End User “needs” to be able to browse to a certain site.
 - iii. **Positive effects:** More secure network prevents End Users from browsing to unapproved websites, productivity increases, maximizes bandwidth of our network communication, and decreases internet traffic.

12. Backup and Recovery

- a. **Description:** Today data needs to be backed up on a regular schedule. Daily, weekly, monthly, quarterly, and yearly. Currently RCIT is backing up the County servers and LEC servers with a backup solution. RCIT performs a once-a-week full backup and then nightly incremental. The backup device is housed in the Government Center, LEC and other locations and is away from the Data Center for the off-sight storage solution. The iSeries is backed up daily and tapes are swapped out on a weekly basis. The tapes are stored in the Government Center and the most current is stored at the Sheriff’s Department in a keyed gun box. RCIT utilizes a 10-tape backup system. One in tape drive, five in LEC lock box, and four tapes in Government Center. All behind locked doors.
 - i. **Recommendation:** Continue to implement current solution. Five most current tapes in LEC for backup purposes, then one tape in backup device in Data Center, and remaining older tapes in Government Center to be reused and to maintain the 9-week backup recovery. In addition, to continue to backup County Servers and LEC servers to the backup device in GC and other locations.
 - ii. **Recommendation:** RCIT will perform semi-annually backup tests and document results accordingly.

- iii. **Solution:** Continue to implement current process.
- iv. **Negative effects:** None
- v. **Positive effects:** The ability to store backup data off site, the ability to recover data that may have been accidentally deleted or lost more efficiently and easily. Backup data and configuration can be easier to maintain.

13. Help Desk Ticketing Application

- a. **Description:** RCIT has implemented a ticketing solution called SpiceWorks. It is a free application that was recommended by several other Counties throughout Minnesota and spoke highly of it. RCIT has implemented SpiceWorks Help Desk, Inventory, and Purchasing portions of this product. Basically, End Users that are experiencing an issue will submit a Help Desk request either by email, or log into the customized portal and submit ticket for assistance. RCIT will assign to proper technician, document resolution, and ensure time, and proper category is selected, then close request. This will record service tickets by user, department or by device within the reporting system of SpiceWorks.
 - i. **Recommendation:** Continue to implement SpiceWorks
 - ii. **Solution:** Continue with our current ticketing solution. (SpiceWorks)
 - iii. **Negative effects:** Man hours.
 - iv. **Positive effects:** Better management of Help Desk, document solutions, Knowledge Base, information readily available to End Users, track time spent for Technicians.

14. Encryption

- a. **Description:** As of 12-31-2014 all our CJDN (Criminal Justice Data Network) portable devices will need to be encrypted. Then BCA said that we don't need to encrypt our LEC portable devices. Encryption of devices that are at rest should be done in case of theft, or lost device.
 - i. **Recommendation:** Implement an encryption solution on all laptops on both LEC and County Networks.
 - ii. **Solution:** Implement Encryption on portable devices.
 - iii. **Negative effects:** Man hours, training on staff on how to log in and protect.
 - iv. **Positive effects:** More secure LEC and County networks, protect mobile devices.



REQUEST FOR BOARD ACTION

Requested Board Date: 6/6/23	Originating Dept.: Maintenance
Preferred 2nd Date: 6/20/23	
Discussion Item: LEC sewer issues	Presenter: Loren Gewerth
	estimated time needed: 10 Min
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Service Contract with MJ Mechanical, LLC in the amount of \$12,100

Background Information:

The plumbing in the small chase area has become an issue with the cast iron pipeline closing shut, causing frequent plugged drain issues. This sewer piping is located in an area that requires enlarging the opening and installing a new taller access door. When the LEC renovation project was done, there were no issues with plugs in this location but the pipe has been deteriorating and is now closing off. New plastic pipe had been replaced up to near the front of access door. It will require jack hammering cement inside the chase area and cell area floor, also digging and replacing pipe with plastic for two combo units in cells, new cement, and epoxy floor patching.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Funding for the project is available through the building fund.

Reviewed by Administrator: Yes No

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

**County of Redwood, Minnesota
Service Contract**

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this ____ day of _____, 2023, by and between the County of Redwood, herein called the "County," and MJ Mechanical, LLC, a corporation organized and existing under the laws of the State of Minnesota, located at 210 N Patten Street, Redwood Falls, MN 56283, herein called the "Vendor."

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase plumbing services from said Vendor, upon orders furnished by the County at the agreed price(s) submitted, and the Vendor shall perform said services all in accordance with the specifications of Vendor Quote # 3014 dated March 9, 2023, accepted by the County as of _____.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from _____ to _____, inclusive.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the special Conditions Supplement attached hereto and made a part hereof and marked Exhibit(s): N/A.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is \$ 12,100.00.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in writing by the County through an official Change Order.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, as outlined Vendor Quote # 3014 dated March 9, 2023.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Except as provided in Minn. Stat. 574.26, subd. 1, Minn. Stat. 574.263 and Minn. Stat. 574.264, Minn. Stat. 574.26 requires Vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in an amount no less than the contract price, for any contract over \$175,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. If insurance expires during the term of this Contract a new Certificate of Insurance must be provided to the County at least 10 days prior to the expiration date. The new insurance must meet all the same terms as outlined in this Section J.1.
- J.1.2 The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Vendor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1 Minimum of \$1,500,000 each occurrence
Minimum of \$3,000,000 aggregate

J.1.3.2 Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability.

J.1.3.3 Redwood County **must be named as additional insured.**

J.1.3.4 An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. Redwood County must also be named as additional insured on the excess or umbrella policy.

J.1.4 Business Automobile Liability Insurance

J.1.4.1 Minimum of \$1,500,000 each occurrence
Minimum of \$3,000,000 aggregate

J.1.4.2 Must cover owned, nonowned, and hired vehicles.

J.1.4.3 Redwood County **must be named as additional insured.**

J.1.4.4 An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. Redwood County must also be named as additional insured on the excess or umbrella policy.

J.1.5 Workers' Compensation and Employer's Liability Coverage

J.1.5.1 Workers' compensation limits should follow statutory limits per applicable state and federal laws.

J.1.5.2 Employer's liability coverage with minimum limits of:
Bodily injury by accident: \$500,000 each employee
Bodily injury by accident: \$1,500,000 each incident
Bodily injury by disease: \$500,000 each employee
Bodily injury by disease: \$1,500,000 policy limit

J.1.5.3 County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder.

J.1.6 Professional Liability Insurance

J.1.6.1 Vendor shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Vendor, its agent and employees in the amount of not less than \$2,000,000 per wrongful act or occurrence and \$4,000,000 annual aggregate.

J.1.7 Indemnification Clause

J.1.7.1 Except as may be caused by the sole negligence of the County or its employees, Vendor shall indemnify and save harmless the County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Vendor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.7.2 Vendor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.7.3 This provision is not intended to create any cause of action in favor of any third party against the Vendor or the County or to enlarge in any way the Vendor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Vendor's or the Vendor's agents' performance hereunder.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Vendor Quote # 3014 dated March 9, 2023, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract except as outlined in Vendor Quote # 3014 dated March 9, 2023, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, its subcontractors, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment

were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, 2023.

MJ MECHANICAL, LLC

COUNTY OF REDWOOD

By: _____
Its _____

By: _____
James Salfer, Board Chair

By: _____
Vicki Kletscher, County Administrator

APPROVED AS TO FORM

By:  05.31.2023 _____
County Attorney

MJ MECHANICAL, LLC.

email: mjmechanical@hotmail.com
 210 N PATTEN ST
 Redwood Falls, MN 56283

Quote

Date	Estimate #
3/9/2023	3014

Phone #
507-828-5405

Name / Address
SHERIFF'S OFFICE PO BOX 47 REDWOOD FALLS MN 56283

			Project
Description	Qty	Rate	Total
PRICE TO REDO PLUMBING IN WOMEN JUVENILE			
E&K CONSTRUCTION - DEMO CONCRETE, REPLACE CONCRETE, AND INSTALL NEW DOOR, SAW RENTAL, AND FILTRATION SYSTEM	1	6,800.00	6,800.00
MJ MECHANICAL - EXCAVATION OFF DIRT, REPLACE PLUMING AND RESET TOILETS	1	4,500.00	4,500.00
CHRIS BECKER - EPOXY FLOOR	1	800.00	800.00
NOTE: PENAL ACCESS SUPPLIED BY REDWOOD COUNTY JAIL			
NOTE: TAKE \$1000.00 OFF IF OTHER COMPANY SAWS DOOR			
Total			\$12,100.00

DUE TO CURRENT MARKET AND INDUSTRY CONDITIONS, ESTIMATE DOES NOT INCLUDE POTENTIAL UNKNOWN VENDOR PRICE INCREASES ON MATERIAL AND ADDITIONAL FREIGHT CHARGES ONCE MATERIAL SHIPS. THIS IS MINIMUM BASE PRICE. IF UNFORESEEN PROBLEMS ARISE AFTER WORK HAS COMMENCED, ADDITIONAL LABOR AND MATERIALS WILL APPLY. PLEASE CAREFULLY REVIEW THIS ESTIMATE AND CONTACT US IF YOU HAVE ANY QUESTIONS. THANK YOU, WE APPRECIATE THE OPPORTUNITY TO PROVIDE YOU WITH AN ESTIMATE.



REQUEST FOR BOARD ACTION

Requested Board Date:	June 6, 2023	Originating Dept.:	Admin
Preferred 2nd Date:			
Discussion Item:	Presenter: Vicki K		
RCRCA JPA	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:

Approve revised JRCRCA Joint Powers Agreement

Background Information:

This is the renewal for the Joint Powers Agreement with RCRCA. As indicated in the email from the Executive Director, Kerry Netzke, the only change to the agreement is the dates, to July 1, 2023 through June 30, 2025.

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-COTTONWOOD RIVERS CONTROL AREA
JOINT POWERS AGREEMENT**

Section 1 PURPOSE

The purpose of this agreement is the joint exercise of powers by the undersigned governmental units to develop and implement plans with regard to the protection of property from damage of flooding; controlling erosion of land; protection of property, streams and lakes from sedimentation and pollution; and maintaining and improving the quality of water in the streams, lakes and ground water and improving recreational and wildlife and same; all in accordance with the intent of Section 471.59 of Minnesota Statutes, to-wit:

Subdivision 1 Agreement. Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power, common to the contracting parties or any similar powers, including those which are the same except for the territorial limits with which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or any adjoining state, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.

The organization is organized exclusively for charitable, religious, educational, and/or scientific purposes under section 501(c)(3) of the Internal Revenue Code.

Section 2 NAME OF ASSOCIATION

The association established herein shall be known as the Redwood-Cottonwood Rivers Control Area, herein referred to as the "RCRCA".

Section 3 LIMITS OF JURISDICTION

The limits of the jurisdiction of this agreement shall include: the lands lying within the boundaries of the watershed of the Redwood and Cottonwood Rivers within the counties of Brown, Cottonwood, Lincoln, Lyon, Murray, Pipestone, Redwood and Yellow Medicine. Maps of these boundaries can be obtained at the local Soil and Water Conservation District Offices.

Section 4 EFFECTIVE DATE OF AGREEMENT

This agreement shall take effect and be enforced after the date of execution of the same by the authorized representatives of the governing bodies of the governmental units included herein.

Section 5 BOARD OF DIRECTORS

Subd. 1 Membership. The Board of Directors shall consist of one representative from each County Board of Commissioners included in this agreement and one representative from each Soil and Water Conservation District Board of Supervisors included in this agreement.

Subd. 2 Qualifications. Each member of the Board of Directors shall be a member of each respective unit of government and shall be appointed by the respective unit of government.

Subd. 3 Terms. The term of appointment shall be two (2) years.

Subd. 4 Meetings. The Board of Directors shall meet at least four (4) times per year, or more often if needed at the location to be set by the Chairman of the Board on a rotating basis among the governmental units represented with at least ten (10) days advance written notice given to each governmental unit.

Subd. 5 Quorum. A quorum shall consist of a majority of the members of the Board of Directors.

Subd. 6 Officers. Officers shall consist of a chairman and vice chairman, public relations information officer, secretary and treasurer who will be elected during the first meeting of the Board of Directors and during the first meeting following January 1 of each year. The vice-chairman shall assume the role of

chairman during temporary absence or disability of the chairman. Should the chairman be succeeded by another appointee during his term of office, the vice-chairman shall serve as chairman until the expiration of the chairman's term. Should both the chairman and vice-chairman be succeeded prior to the expiration of their terms in such offices, the Board shall re-elect a new chairman and vice-chairman to serve until the following January 1. Should the offices of public relations information officer, secretary and/or treasurer become vacant due to disability or succession, the Board shall by majority vote appoint the successor(s). The chairman shall preside at all meetings of the Board, if present, and shall perform all other duties and functions usually incumbent upon such an officer and Secretary and the Treasurer shall perform such duties and functions usually incumbent upon such an officer and all other functions assigned to him by the Board.

Subd. 7 Executive Board. The Executive Board herein shall by majority vote, have the power between meetings to implement ministerial, as opposed to policy, decisions. Said Executive Board members shall consist of the officers listed in subdivision 6, i.e. Chairman, Vice Chairman, Public Relations Information Officer, Secretary and Treasurer.

Subd. 8 Procedure. That the RCRCA shall exercise all powers and authority through an affirmative vote of the majority of its members present at a regular meeting or at a duly held special meeting if a quorum is present.

Subd. 9 Compensation. There shall be no compensation paid by the association for serving on these boards, however compensation at the prevailing per diem and mileage rates shall be paid to Executive Board members for attendance at Executive Board meetings.

Subd. 10 Plan. As soon as practicable after the ratification of this agreement by the parties hereto, the Board shall develop and adopt a watershed-based plan for meeting the purposes outlined in Section 1, conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings, and shall update this plan as conditions warrant.

- a) The RCRCA will recommend a plan to the parties of this Agreement, and upon approval by each party, the RCRCA will submit the watershed-based plan to the Minnesota Board of Water and Soil Resources (BWSR) for review and approval.
- b) The parties agree to adopt and begin implementation of the watershed-based plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103 B.

The RCRCA shall facilitate implementation of programs to achieve the purposes outlined in Section 1.

Subd. 11 Benefits. Subject to county board notification and approval, if and when any costs are incurred other than administrative costs for any and all projects to be undertaken by said Board including but not limited to dams and other structures, said costs shall be apportioned in an equitable manner to the counties benefited, any insurance costs shall be considered project costs.

Subd. 12 Administrative Budget. That the annual administrative budget shall be submitted and approved on an annual basis by a majority of the RCRCA Board provided, however, that the amount apportioned to be paid by any county be in accordance with attached Exhibit A.

Subd. 13 Public Employee Blanket Bond. RCRCA carries Public Employee Dishonesty insurance coverage. This coverage includes "employees and specified Non-Compensated Officers as employees"; coverage is for the position, not the individual. The Bond has an Indemnification Clause Item D Number 2. Additional Conditions which states: "*We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against lost through dishonest acts of persons who serve under them, subject to the Limit of Insurance.*" The Insurance Policy in its entirety can be obtained at the RCRCA office.

Section 6 CHANGE OF AGREEMENT

The provisions of this agreement shall remain in effect until and unless amended by the RCRCA with an affirmative unanimous vote of the membership thereof.

Section 7 TERMINATION OF AGREEMENT

Subd. 1 This agreement shall remain in effect until rescinded or terminated by all parties thereto or until two (2) years have elapsed from the date of final adoption of this joint powers agreement.

Any damages incurred during the term of this agreement shall be apportioned in the same manner as other costs and divided among the member units, which shall accept responsibility for payment of their shares.

Continuation of this agreement for another two (2) year period shall require a unanimous vote of the RCRCA Board of Directors after receiving approval from each member county's Board of Commissioners and each member SWCD's Board of Supervisors.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

July 1, 2023 - June 30, 2025

Exhibit A

**Square Mile Apportionment for
Redwood-Cottonwood Rivers Control Area (RCRCA)**

County	Square Miles	Percentage	Dollar Appropriations
Brown County	270	13.4	\$10,720.00
Cottonwood	250	12.4	\$9,920.00
Lincoln County	140	6.9	\$5,520.00
Lyon County	535	26.4	\$21,120.00
Murray County	111	5.4	\$4,320.00
Pipestone County	26	1.3	\$1,040.00
Redwood County	670	33.1	\$26,480.00
Yellow Medicine County	22	1.1	\$880.00
TOTAL	2,024	100%	\$80,000.00

_____, 2023

BROWN COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023

COTTONWOOD COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023

LINCOLN COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023

LYON COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023

MURRAY COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023

PIPESTONE COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023

REDWOOD COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023

YELLOW MEDICINE COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

AMENDMENTS

Section 7, subd. 1, paragraph three is amended to read: Continuation of this agreement for another two (2) year period shall require a unanimous vote of the RCRCA Board of Directors.

*This amendment was adopted at the May 1991 Board of Directors meeting.

Section 5, subd. 11 is amended to read: Subject to county board notification and approval, if and when any costs are incurred other than administrative costs for any and all projects to be undertaken by said Board including but not limited to dams and other structures, said costs shall be apportioned in an equitable manner to the counties benefited, any insurance costs shall be considered project costs.

*This amendment was adopted at the March 1995 Board of Directors meeting and is immediately effective.

Section 7, subd. 1 paragraph three is amended to read: Continuation of this agreement for another two (2) year period shall require a unanimous vote of the RCRCA Board of Directors after receiving approval from each member county's Board of Commissioners and each member SWCD's Board of Supervisors.

*This amendment was adopted at the March 1995 Board of Directors meeting and is immediately effective.

Section 5, subd. 9 is amended to read: There shall be no compensation paid by the association for serving on these boards, however compensation at the prevailing per diem and mileage rates shall be paid to Executive Board members for attendance at Executive Board meetings.

*This amendment was adopted at the April 1999 Board of Directors meeting and is immediately effective.

Section 5, Subd. 13 Public Employee Blanket Bond. RCRCA carries "Public Employee Dishonesty" insurance coverage. This coverage includes "employees and specified Non-Compensated Officers as employees"; coverage is for the position not the individual. The Bond has an *Indemnification Clause Item D Number 2. Additional Conditions* which states: "We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against lost through dishonest acts of persons who serve under them, subject to the Limit of Insurance." Insurance Policy in its entirety can be obtained at the RCRCA office.

*This addition was adopted at the May 2001 Board of Directors meeting and is immediately effective.

Section 1, subd. 1 New paragraph two to read: The organization is organized exclusively for charitable, religious, educational, and/or scientific purposes under section 501(c)(3) of the Internal Revenue Code.

*This addition was adopted at the May 2014 Board of Directors meeting and is immediately effective.

Section 7, subd. 1 New paragraph four to read: Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

*This addition was adopted at the May 2014 Board of Directors meeting and is immediately effective.

Section 5, Subd. 10 Plan. Paragraph amended as underlined:

As soon as practicable after the ratification of this agreement by the parties hereto, the Board shall develop and adopt a watershed-based plan for meeting the purposes outlined in Section 1, conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings, and shall update this plan as conditions warrant.

a) The RCRCA will recommend a plan to the parties of this Agreement, and upon approval by each party, the RCRCA will submit the watershed-based plan to the Minnesota Board of Water and Soil Resources (BWSR) for review and approval.

b) The parties agree to adopt and begin implementation of the watershed-based plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103 B.

The RCRCA shall facilitate implementation of programs to achieve the purposes outlined in Section 1.

*This amendment was adopted at the June 2022 Board of Directors meeting and is immediately effective.

**Request for Opinion or Legal Assistance
From Redwood County Attorney's Office**

Date: 5/8/2023 Referring Department: Administration

Person making referral: Vicki K

Description of Issue (Please include any related attachments): Please review the RCRCA Joint Powers renewal. The only change made was the date of the agreement, all the rest of the agreement is unchanged, per the notification from the executive director Kerry Netzke. I will present at the June 6 Board meeting.

Please indicate a deadline for response: 5/30/2023

FOR OFFICE USE ONLY

Date Received: Click here to enter a date.

Received By: Choose an item.

Attorney Assigned: Choose an item.

Date Attorney Assigned: Click here to enter a date.

File Name: Click here to enter text.

Vicki Knobloch Kletscher

From: Joy Bruns <joy.bruns@rcrca.com>
Sent: Thursday, May 4, 2023 12:33 PM
To: Angie Steinbach (Angie.Steinbach@co.ym.mn.gov); Carolyn McDonald; Donna Torkelson (donna.torkelson@co.cottonwood.mn.us); DVierhuf@co.lincoln.mn.us; Heidi Winter (HWinter@co.murray.mn.us); Jake Sieg (jake.sieg@lqppo.com); Jean Price; Kelly Thongvivong (kelly.thongvivong@co.cottonwood.mn.us); Loren Stomberg (lorenstomberg@co.lyon.mn.us); Sam Hansen (Sam.Hansen@co.brown.mn.us); Steve Ewing (Steve.ewing@co.pipestone.mn.us); Vicki Knobloch Kletscher; anita.borg@co.ym.mn.gov; Jeanne Prescott; John Biren (JohnBiren@co.lyon.mn.us); Kay Gross (kay.gross@co.cottonwood.mn.us); Kyle Krier (Kyle.Krier@pcmn.us); Melanie Krueger (melanie.krueger@brownswcdmn.org); Mr. Dale Sterzinger (dale.sterzinger@mndistrict.org); Nick Brozek; Shelly Lewis (slewis@co.murray.mn.us); Tyler Knutson (tyler.knutson@co.ym.mn.gov)
Subject: RCRCA Joint Powers Agreement Renewal 2023-2025
Attachments: 2023-04-RCRCA-JPO-To Renew.pdf

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.

Please put the RCRCA Joint Powers renewal on your agenda for your approval and authorization of their delegate to sign the JPA by June 30, 2023.

The only change made was the dates of the agreement. All the rest of the agreement is unchanged.

They may sign the signature page and return via email.

Thank you.

Kerry Netzke
Executive Director
Redwood-Cottonwood Rivers Control Area (RCRCA)
1424 East College Drive, Suite 300
Marshall, MN 56258
(507) 532-1325



REQUEST FOR BOARD ACTION

Requested Board Date:	June 6, 2023	Originating Dept.:	Veteran Service Office
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K.
Resolutions accepting donations		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:

Vote on Each Resolution separately, to accept the different donations received by the Veteran Service office

Background Information:

[Empty text box for background information]

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

[Empty text box for administrators comments]

Reviewed by Administrator: Yes No

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

Redwood County Board of Commissioners

403 South Mill Street

P.O. Box 130

Redwood Falls, MN 56283

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

redwoodcounty-mn.us



**A RESOLUTION ACCEPTING THE DONATION OF 25 QUILTS FROM THE
PIECEMAKERS OF PRESBYTERIAN CHURCH OF REDWOOD FALLS**

WHEREAS, THE PIECEMAKERS wishes to donate 25 Quilts to Redwood County Veterans Service Office and;

WHEREAS, the Redwood County Veterans Service Office will utilize the donation of the 25 quilts for the purpose of distributing to veterans at the Minneapolis and St. Cloud VA Medical Center that are in need; and

WHEREAS, the Board of Commissioners appreciates the generosity of the Piecemakers in supporting the Redwood County Veterans Service Office;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the acceptance of the 5 quilts from the Piecemakers of Presbyterian Church of Redwood Falls to Redwood County Veterans Service Office, on behalf of the County.

PASSED and ADOPTED by the Redwood County Board of Commissioners this 6th day of June, 2023.

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

Redwood County Board of Commissioners

403 South Mill Street

P.O. Box 130

Redwood Falls, MN 56283

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

redwoodcounty-mn.us



A RESOLUTION ACCEPTING THE DONATION OF 1 QUILT FROM AN ANONYMOUS DONOR

WHEREAS, AN ANONYMOUS DONOR wishes to donate 1 Quilt to Redwood County Veterans Service Office and;

WHEREAS, the Redwood County Veterans Service Office will utilize the donation of the quilt for the purpose of distributing it to a veteran in the local area that would be in need; and

WHEREAS, the Board of Commissioners appreciates the generosity of the anonymous person in supporting the Redwood County Veterans Service Office;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the acceptance of the quilt from the anonymous donor to Redwood County Veterans Service Office, on behalf of the County.

PASSED and ADOPTED by the Redwood County Board of Commissioners this 6th day of June, 2023.

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

Redwood County Board of Commissioners

403 South Mill Street

P.O Box 130

Redwood Falls, MN 56283

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

redwoodcounty-mn.us



**A RESOLUTION ACCEPTING THE DONATION OF A TOILET SAFETY RAIL FROM
AN ANONYMUS DONOR**

WHEREAS, AN ANONYMOUS DONOR wishes to donate a Toilet Safety Rail to Redwood County Veterans Service Office and;

WHEREAS, the Redwood County Veterans Service Office will utilize the donation of the Toilet Safety Rail for the purpose of donating it to a veteran in the local area in need; and

WHEREAS, the Board of Commissioners appreciates the generosity of the anonymous donor in supporting the Redwood County Veterans Service Office;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the acceptance of the Toilet Safety Rail from the anonymous donor to Redwood County Veterans Service Office, on behalf of the County.

PASSED and ADOPTED by the Redwood County Board of Commissioners this 6th day of June, 2022.

Jim Salfer, Chair
Redwood County Board of Commissioners

Vicki Kletscher
County Administrator

1st District

RICK WAKEFIELD

P.O. Box 473
Walnut Grove, MN 56180
(507) 859-2369

Rick_W@co.redwood.mn.us

2nd District

JIM SALFER

865 Pine Street
Wabasso, MN 56293
(507) 342-2431

Jim_S2@co.redwood.mn.us

3rd District

DENNIS GROEBNER

250 Center Street
Clements, MN 56224
(507) 692-2235

Dennis_G@co.redwood.mn.us

4th District

BOB VANHEE

503 Fallwood Road
Redwood Falls, MN 56283
(507) 616-1000

Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD

P.O. Box 235
Belview, MN 56214
(507) 430-1907

Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	June 6, 2023	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Presenter: Vicki K		
Agreement with Dept of Revenue for Collection of Local Transit Sales and Use Tax	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:

Approve Agreement between the Minnesota Department of Revenue and Redwood County for Collection of a Local Transit Sales and Use Tax

Background Information:

Board authorized to enact the local area transit sales and use tax effective April 1, 2019 as authorized by MN Statute 297A.993, and entered into an agreement February 19, 2019 with the MN Department of Revenue to administer, collect, and enforce the Redwood County taxes, as authorized under MN statute. With the addition of numerous local taxing areas over the last few years, as well as changes to local sales and local government statutes, the Department of Revenue wants to ensure the administration of local taxes is fair to all local governments for the local sales and use tax they collect, including how much revenue they will withhold when the local option sales tax program ends, costs incurred, when they will provide notice of rate changes, and payment frequency for revenue collected.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

There are no rate changes made to this agreement, just additional language regarding the termination of a local tax, and responsibilities of a county in reporting to the Dept of Revenue.

Reviewed by Administrator: Yes No

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



Agreement Between the Minnesota Department of Revenue and Redwood County for Collection of a Local Transit Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Redwood County transit sales tax
- Redwood County transit use tax

Laws of Minnesota Statute 297A.993 authorize the above taxes. The taxes are imposed by Redwood County Resolution dated December 20, 2018.

Administration, collection and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Redwood County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Redwood County. If the local tax revenues collected are not sufficient to cover actions taken, Redwood County must provide the department with sufficient funding to process all adjustments.

Redwood County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Redwood County further agrees to take corrective action within 90 days if notified by the department of required resolution language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Redwood County's resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Redwood County taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Redwood County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Redwood County tax jurisdiction will be registered for the Redwood County taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Redwood County taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Redwood County acknowledges that there is no cost-effective way to identify specific vendors located outside the Redwood County taxing jurisdiction who are required to be registered for Redwood County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Redwood County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Redwood County will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes, and reference the department's website link.

Returns and remittance

Vendors will collect and remit Redwood County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Redwood County. Redwood County will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection related to July through December 2023, the department will continue to make two transmittals. The first will be transmitted approximately five business days after month end. The second transmittal will be sent approximately 40 days after month end. The second transmission will reflect any adjustments made for refunds issued by the department for tax reported in error. The department retains, from the second monthly payment, a fee for administering, collecting, and enforcing the Redwood County taxes as provided in this agreement. The department sends notification each month to the contact person showing the breakdown of the month's collections and administrative fees deducted.

For each month of collection beginning January 1, 2024, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Redwood County taxes as provided in this agreement. The department sends notification each month to Redwood County with the month's sales and use tax collections and the administrative fees deducted. See the calendar examples below.

Reports

Upon request, the department will provide Redwood County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Redwood County must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Redwood County understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Redwood County's designated representative. Redwood County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Redwood County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Redwood County's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Redwood County's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Redwood County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Redwood County will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

The department will review its own direct and indirect costs for administering, collecting, and enforcing local taxes as needed and adjust costs accordingly. If changes are required, the department will notify Redwood County of the estimated cost for administering, collecting, and auditing the local taxes at least 180 days prior to when the change will be implemented.

For each month of collection related to July through December 2023, the following calculation of reimbursement for administrative costs will continue to apply.

All local jurisdictions share in the cost of local tax administration. The calculations are based on the share of total revenues and total tax lines reported on Minnesota sales and use tax returns for each local area. The department weights each jurisdiction's percentage of revenue by one third and their percentage of tax lines by two thirds to compute their monthly percentage of total administrative costs.

Example:

Assume monthly totals for all Local Sales Taxes:

Total Tax revenues	\$20,000,000.00
Total Tax lines on returns	90,000.00
Total Administrative costs	\$200,000.00

If Local Tax A has revenues of \$1,600,000.00 (8% of the total) and 9,000 tax lines (10% of the total) their share of monthly expenses would be 9.34% or \$18,680.00, which represents approximately 1.17% of their monthly revenues. The following is how the 9.34% was calculated:

$$\begin{aligned} 8\% \times 1/3 &= 2.67\% \\ 10\% \times 2/3 &= 6.67\% \\ &9.34\% \end{aligned}$$

For each month of collection beginning January 1, 2024, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Redwood County will pay a flat rate of 1.35% of sales taxes collected to cover the administration, collection, and auditing of local sales taxes.

Any changes required to balance costs and fees will be communicated according to the notification schedule noted above. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The department will provide a report to Redwood County after the last month that the tax is in effect. The report will indicate the total amount of Redwood County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Redwood County to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Redwood County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Redwood County will be notified of the final settlement.

Responsibilities

When the boundary limits for Redwood County change, it is the responsibility of Redwood County to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Redwood County updates or amends the county resolution relating to the Redwood County tax covered by this agreement, Redwood County must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Redwood County will then provide the department with a signed copy of the revised or amended resolution.

Redwood County must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Redwood County will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Redwood County to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Redwood County.

Minnesota Department of Revenue

Signature: _____
Paul Marquart
Commissioner of Revenue

Date: _____

Redwood County Representative

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____



REQUEST FOR BOARD ACTION

Requested Board Date:	June 6, 2023	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K
Non-Gaming Land Acquisition Application		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:

Provide written feedback/comments per the request of the Governor's Office regarding the proposed land use for the Lower Sioux Indian Community non-gaming land acquisition application.

Background Information:

Six (6) parcels have been identified by the Lower Sioux Indian Community and applied to have these real properties accepted "in trust" for said applicant. The Governor's office has opened a comment period, as well as the Bureau of Indian Affairs office to provide the following information on the attached document following.

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 ****



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
MINNEAPOLIS REGIONAL OFFICE
NORMAN POINTE II
5600 WEST AMERICAN BOULEVARD, SUITE 500
BLOOMINGTON, MN 55437

RECEIVED
MAY 16 2023
COUNTY ADMINISTRATOR

IN REPLY REFER TO:
Real Estate Services
TR-4609-P5

Case Number: 50047

NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION

Pursuant to the Code of Federal Regulations, Title 25, INDIANS, 151.10 On-Reservation, notice is given of the application filed by the LOWER SIOUX INDIAN COMMUNITY IN THE STATE OF MINNESOTA to have real property accepted "in trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority which is vested in the Secretary of the Interior, or his authorized representative, U.S. Department of the Interior. To assist us in the exercise of that discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we also request that you provide the following information:

- (1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization;
- (3) Any governmental services that are currently provided to the property by your organization; and
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with the zoning.

We provide the following information regarding this application:

Applicant:

LOWER SIOUX INDIAN COMMUNITY IN THE STATE OF MINNESOTA

Legal Land Description/Site Location:

See "Exhibit A" for legal descriptions.

NOLA201



Office Codes: F-F-50-402 AD Number: 4200389207 Case: 50047

Project Description/Proposed Land Use:

The subject property consists of approximately 201.14 acres, more or less, that is located on the site of the property known as the former Striepe Doeden and the McCorquodale property, in Redwood County. The property is currently used for farming activities, consistent with current zoning, and Tribe has no plans to change the use at this time.

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on local/state government, which may result from the removal of the subject property from the tax roll and local jurisdiction.

This notice does not constitute, or replace, a notice that might be issued for the purpose of compliance with the National Environmental Policy Act (NEPA) of 1969.

Your written comments should be addressed to the Bureau of Indian Affairs office listed at the top of this notice. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted one thirty day extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter. Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application.

If any party receiving the enclosed notice is aware of additional governmental entities that may be affected by the subject acquisition, please forward a copy to said party.

A copy of the application, excluding any documentation exempted under the Freedom of Information Act (FOIA), is available for review at the above address. A request to make an appointment to review the application, or questions regarding the application, may be directed to the MINNEAPOLIS REGIONAL OFFICE Office attention: THOMAS WILKINS, REALTY SPECIALIST, (612) 725-4584.

Sincerely,

TAMMIE POITRA

Digitally signed by TAMMIE
POITRA
Date: 2023.05.10 20:27:10 -05'00'

REGIONAL DIRECTOR

Enclosure(s)

NOLAQ01



Office Codes: F-F,50-402 AD Number: 4200389207 Case: 50047

BY CERTIFIED MAIL:

Office of Governor
130 State Capitol
75 Rev Dr. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155

9489 0090 0027 6171 1054 27

County Administrator
Redwood County
403 South Mill Street
Post Office Box 130
Redwood Falls, Minnesota 56283

9489 0090 0027 6171 1054 34

Paxton Township Clerk
36235 US Highway
Redwood Falls, Minnesota 56283

9489 0090 0027 6171 1054 41

Honorable Robert Larson, Sr., President
Lower Sioux Indian Community
Post Office Box 308
Morton, Minnesota 56270

9489 0090 0027 6171 1054 58

BY FIRST CLASS MAIL:

Joseph F. Halloran
The Jacobson Law Group
180 East Fifth Street, Suite 940
Saint Paul, Minnesota 55101

Case Number: 50047

Applicant Name: LOWER SIOUX INDIAN
COMMUNITY IN THE
STATE OF MINNESOTA

LEGAL DESCRIPTION EXHIBIT A

Tract ID:

Tract Name: SD FARMS LSIC

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRQ</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>	
402	LOWER SIOUX		MIDWEST LTRQ	MIDWEST	MINNEAPOLIS	Both (Mineral and Surface)	
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
3	112.00N	035.00W	MINNESOTA	REDWOOD	Fifth Principal		20.070

METES AND BOUNDS: The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 3, Township 112 North, Range 35 West of the Fifth Principal Meridian, according to the U.S. Government Survey thereof; EXCEPTING THEREFROM, Lot One, The Oak's Addition, in Sections 2 and 3, Township 112 North, Range 35 West of the Fifth Principal Meridian; and EXCEPTING THEREFROM all that real property included in the Plat of The Oaks Second Addition in Section 3, Township 112 North, Range 35 West of the Fifth Principal Meridian; AND Lots 1, 2, and 3, Block 1 of The Oaks Second Addition, Paxton Township, being a part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 3, Township 112 North, Range 35 West of the Fifth Principal Meridian.

10	112.00N	035.00W	MINNESOTA	REDWOOD	Fifth Principal		201.070
----	---------	---------	-----------	---------	--------------------	--	---------

METES AND BOUNDS: Northeast Quarter (NE1/4) and South Half of South Half of Northwest Quarter (S1/2 S1/2 NW1/4) of Section 10, Township 112 North, Range 35 West of the Fifth Principal Meridian, Paxton Township, Redwood County, Minnesota.

WDAEA01



Office Codes: F.F-5D.402 AD Number: 420387207 Case: 50047

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



NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION

- (1) If known, the annual amount of property taxes currently levied on the subject property allocation to your organization.
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization.

Parcel #	Description	Total Taxes for County's Portion	Current Assessments	Drainage Benefits that could cause future drainage assessments	Currently Zoned
62-003-4080	17.94 Acres	\$84.05	None	No drainage benefits	Agricultural
62-623-0020	Lot 1 Blk 1 Oaks 2 nd Addition	\$60.61	None	No drainage benefits	Residential
62-623-0040	Lot 2 Blk 1 Oaks 2 nd Addition	\$54.44	None	No drainage benefits	Residential
62-623-0060	Lot 3 Blk 1 Oaks 2 nd Addition	\$53.63	None	No drainage benefits	Residential
62-010-1020	160 Acres NE1/4 10-112-35	\$4,258.06	None	Yes, parcel has drainage benefits for County Ditch 103	Agricultural
62-010-2040	40 Acres S1/2S1/2NW1/4 10-112-35	\$1,119.02	None	Yes, parcel has drainage benefits for County Ditch 22 & County Ditch 103	Agricultural
TOTAL TAXES/ASSESSMENTS FOR COUNTY'S PORTION:		\$5,629.81	\$0		

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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4th District

BOB VANHEE

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5th District

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- (3) Any governmental services that are currently provided to the property by your organization.
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with the zoning.

As noted in the documents provided by the United States Department of the Interior, Legal Description Exhibit A: the land in question is currently zoned agricultural. The property listed in Section 10 is currently farmed. The property in Section 3 consists mostly of the Crow Creek riverbed, and ravines. It does not have any known usage currently. Both properties are currently being used in conformity with the county zoning ordinance. The notice states that the Lower Sioux Indian Community has no immediate plans to change the current usage. Therefore, the intended use is consistent with the zoning.

Last week Redwood County received an inquiry regarding the zoning requirements to put a campground on part of the section 10 property. Said use is a Conditional Use in the agricultural district and requires a special permit. However, since this inquiry was received through another county office (Auditor), it is unknown whether the Lower Sioux Community made the inquiry.

The agricultural properties in section 10 currently receive government services in the form of ditch maintenance and inspection, in connection with the public drainage system. The NE1/4 is on the benefit rolls of County Ditch 103. The S1/2 S1/2 NW1/4 is on the benefit rolls of both CD 103 and CD 22. The properties receive the benefit of the drainage for agricultural purposes and are responsible for paying their share of any levy made to pay drainage expenses.

- (5) Whether the subject property is located within the current boundaries of the Lower Sioux Reservation (this question is asked by the Department of Revenue for purposes of our response to the Governor’s Office).

None of the subject property is currently located within the current boundaries of the Lower Sioux Reservation.

1st District

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- (6) Does the County have any concerns with the property being placed in trust that they would like shared with the Governor's office?

Redwood County recognizes the many potentials benefits the Lower Sioux Indian Community could receive should the land be placed in trust. Unfortunately, the trust acquisition is not without negative impact on Redwood County. Should the identified land be placed in trust in accordance with the Non-Gaming Land Acquisition Application it would be removed from the Taxable Rolls of Redwood County. At this time, the property tax attributed to Redwood County for the identified parcels is approximately \$5,700 annually. This removal would shift the taxable burden to the remaining Redwood County property owners.

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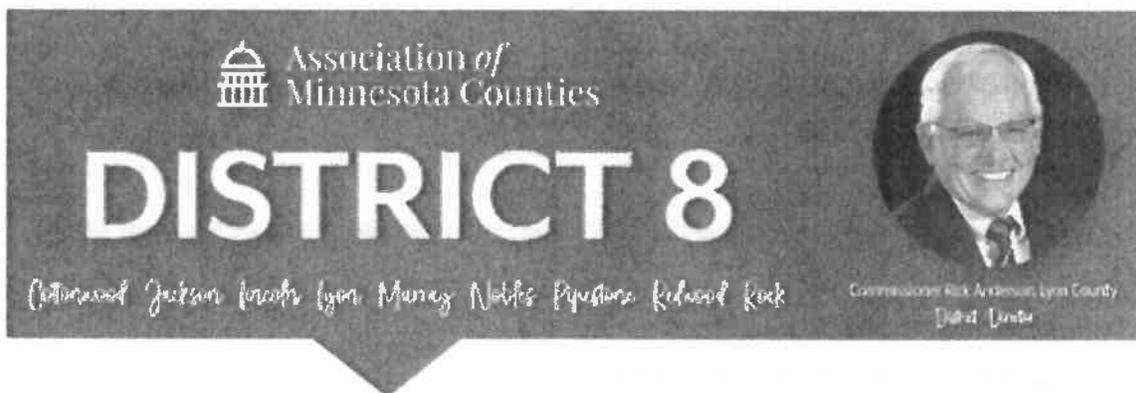
Dave_F@co.redwood.mn.us

Vicki Knobloch Kletscher

From: AMC District 8 Director Rick Anderson <pizinger@mncounties.org>
Sent: Thursday, June 1, 2023 7:43 AM
To: Vicki Knobloch Kletscher
Subject: Join Us for the AMC District 8 Meeting - June 8 in Luverne

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.



Greetings District 8 Members!

Attached you will find an [agenda](#) for our spring AMC District 8 meeting coming up next week. We will meet on **Thursday, June 8, from 8:00 a.m. - Noon**, followed by lunch. We will meet in Rock County at the **Generations Event Center, 105 S Estey St in Luverne**.

At this meeting, we will have an election for District Director and Alternate Director. I am not eligible to run for another term. If you are interested in serving in AMC leadership, either as Director or Alternate, please be in touch with Ryan Erdmann at AMC (erdmann@mncounties.org or 651-789-4345). We have heard from a couple of folks that are interested in the roles, but if you might be interested and haven't been in touch with Ryan, please do so.

Also, as we have for many years, we have a few questions we are suggesting for the content of the county reports, I've included those below. These are based on the questions we are hearing at AMC about how county operations are going as we return to our normal course of business post-pandemic. As always, if there are other key issues for your county

you'd like to share or get feedback from your neighbors on, please includes that in your county report as well.

What is your county's current practice on remote work and is it indeed permanent?

- What specific policies has your county adopted as it relates to remote work and are they uniform for all employee groups?
- How have remote work policies impacted your union negotiations?
- Has remote work policy factored into your retention and recruitment efforts?
- Have you seen any impact (positive or negative) on work production based on your county changes?
- What does a remote environment mean for your county's capital/space planning?

What other operational changes did you adopt during the pandemic and chosen to make permanent?

Please direct any questions to Ryan at AMC and I look forward to seeing you next week.

I look forward to seeing you soon!

Rick Anderson, Lyon County Commissioner

AMC District 8 Director



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AMC District Meeting Notices

Our mailing address is:

Association of Minnesota Counties

125 Charles Ave

Saint Paul, MN 55103-2108

[Add us to your address book](#)

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