

AGENDA
REDWOOD COUNTY BOARD OF COMMISSIONERS

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

TUESDAY, JANUARY 2, 2024
COMMISSIONER'S ROOM, GOVERNMENT CENTER
REDWOOD FALLS, MINNESOTA

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

8:30 a.m.

STATUTORY MEETING – (M.S. §375.07) “The Board shall meet at the County Seat for the transaction of business on the first Tuesday after the first Monday in January.”

- **AUDITOR-TREASURER**– to call the statutory meeting to order
Pledge of Allegiance
- **AUDITOR-TREASURER** – to request nominations for 2024 Chairperson of the Board
- **NEWLY ELECTED CHAIR** – to request nominations for the 2024 Vice-Chair of the Board

8:30 a.m.

- Open Forum**
- Review and approve January 2nd meeting agenda.
- Identification of Conflict of Interest
- Review and approve Consent Agenda:
 - December 26th minutes
 - bills

8:35 a.m.

- **BOARD CHAIR**
 - 1) Authorize the Board Chair to act on behalf of Redwood County in case of emergencies.
 - 2) Officially adopt Roberts Rules of Order as the County Board meeting procedural guide

8:40 a.m.

- **Auditor-Treasurer**
Jean Price
 - 1) County Absentee Ballot Board for the 2024 Presidential Nomination Primary Election.
 - 2) Resolution for Designation of Depositories.

8:50 a.m.

- **SHERIFF**
Jason Jacobson
 - 1) Squad Discussion

9:00 a.m.

- **XCEL ENERGY**
Randy Fordice
 - 1) Minnesota Energy Connection Route Permit Application

9:20 a.m.

- **ROAD AND BRIDGE**
Anthony Sellner
 - 1) Authorization for Highway Engineer to Pay Miscellaneous Permit Fees in 2024

- 2) Resolution to use website advertisement.

9:30 a.m. BREAK

9:40 a.m.

➤ **ENVIRONMENTAL**

Nick Brozek

- 1) Phase 1 Archaeological Survey

9:45 a.m.

➤ **ADMINISTRATOR**

- 1) Resolution appointing County Coroner
- 2) Newspaper Bid for 2024
- 3) Professional Service Agreement with Redwood Gazette
- 4) Resolution Designating Redwood Gazette as Official Newspaper
- 5) 2024 Fee Schedule

9:55 a.m.

➤ **BOARD CHAIR**

- 1) Proposed Roster of the County Board – 2024 Committee Appointments

10:15 a.m.

➤ **COUNTY ATTORNEY**

Jenna Peterson

- 1) Cannabis Ordinance
- 2) Tobacco Ordinance

Commissioner Items:

Commissioners' Reports

ADJOURN

****OPEN FORUM****

OPEN FORUM PROCEDURES

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

OFFICIAL NOTICES/ UPCOMING MEETINGS

January 2nd – 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,
Board Room

January 16th– 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,
Board Room

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

February 20th – 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,
Board Room

REDWOOD COUNTY, MINNESOTA

December 26, 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, Bob Van Hee, Jim Salfer, Rick Wakefield, and Dave Forkrud, County Administrator Vicki Kletscher, Administrative Assistant Sierra Fluck, Environmental Director Nick Brozek, Ditch and Ag Inspector Brent Lang, Auditor/Treasurer Jean Price, Human Resource Coordinator Peter Brown, Sheriff Jason Jacobson, Assistant County Engineer Jeff Bommersbach, Maintenance Director Loren Gewerth, Technology Director Paul Parsons, Farmer's Co-Op Renville Manager Scott Walker.

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

On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the December 26 agenda.

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

CONSENT AGENDA

- On motion by Van Hee, second by Groebner, with Wakefield abstaining due to a conflict of interest, the Board voted to approve the bills from Lori Wakefield in the amount of \$250.00 and Rick Wakefield in the amount of \$390.00.
- On motion by Groebner, second by Wakefield, excluding the bills from Lori Wakefield in the amount of \$520.00 and Rick Wakefield in the amount of \$390.00, the Board voted unanimously to approve the following:
 - December 12th Board Minutes.
 - Payment of bills.

General Fund	\$ 802,404.30
Building Fund	\$ 22,253.80
Ditch Fund	\$ 116,027.59
Solid Waste Fund	\$ 212.29
Insurance	\$ 374.40
Soil & Water	\$ 37,263.88

Warrants Approved On 12/26/2023 For Payment 12/29/2023.

<u>Vendor Name</u>	<u>Amount</u>
ALPHA WIRELESS COMMUNICATIONS CO	21,851.30

ARVIG	637,690.50
ASSN OF MN COUNTIES	2,500.00
BLOMEKE CONSTRUCTION INC	13,456.24
CHRISTENSEN/JOHN	3,275.00
CITY OF MORGAN	5,000.00
COUNTIES PROVIDING TECHNOLOGY	4,604.00
COUNTY OF RENVILLE	38,488.10
DELL MARKETING LP	3,360.00
FLEET SERVICES DIVISION-DEPT OF ADM	7,351.16
GOVERNMENT FORMS & SUPPLIES LLC	2,801.66
HAGERT/BRYAN	10,265.00
KRAMER LAW OFFICE	27,975.00
KUEHN/RANDY	10,107.50
L & S CONSTRUCTION CORP	50,003.06
REDWOOD COUNTY HIGHWAY DEPT	5,714.84
REGENTS OF THE UNIVERSITY OF MINN	19,670.25
ROHLIK/CLETUS	4,363.88
SCHMIDT CONSTRUCTION INC	45,900.00
SMITH & JOHNSON	4,000.00
THE MARKET AT REDWOOD LLC	10,077.25
TOTAL ENERGY SYSTEMS LLC	5,713.97
TROST/CURTIS	3,452.50
89 Payments less than 2 0 0 0	39,298.36
Final Total:	976,919.57

AUDITOR/TREASURER

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the November 2023 Disbursements in the amount of \$8,580,831.95.

Warrants Approved for Payment 11/02/2023.

<u>Vendor Name</u>	<u>Amount</u>
BLUE CROSS BLUE SHIELD OF MINNESO	52,282.06
BLUE CROSS BLUE SHIELD OF MINNESO	2,152.00
BLUE CROSS BLUE SHIELD OF MINNESO	12,314.58
BLUE CROSS BLUE SHIELD OF MINNESO	16,922.82
BLUE CROSS BLUE SHIELD OF MINNESO	17,437.88
BLUE CROSS BLUE SHIELD OF MINNESO	45,671.66
MINNESOTA DEPARTMENT of REVENUE	75,982.31
MN COMMISSION OF FINANCE	211,166.13
MN COMMISSION OF FINANCE	7,087.00
REDWOOD COUNTY LICENSE CENTER	2,123.53
REDWOOD COUNTY LICENSE CENTER	3,075.00
REDWOOD COUNTY LICENSE CENTER	2,079.38
REDWOOD FALLS PUBLIC UTILITIES	3,117.66
REDWOOD FALLS PUBLIC UTILITIES	6,048.10
REDWOOD FALLS PUBLIC UTILITIES	4,020.29
WEX LEAP	7,825.69
WEX LEAP	7,825.69
37 Payments less than 2 0 0 0	20,668.01
Final Total:	497,799.79

Warrants Approved On 11/02/2023 For Payment 11/03/2023.

<u>Vendor Name</u>	<u>Amount</u>
SCHOOL DISTRICT 2754	74,354.03
SCHOOL DISTRICT 2884	99,522.04
SCHOOL DISTRICT 2897	375,301.98
SCHOOL DISTRICT 2898	58,885.77

SCHOOL DISTRICT 2904	9,727.54
SCHOOL DISTRICT 635	51,397.07
SCHOOL DISTRICT 640	93,212.49
SCHOOL DISTRICT 85	26,022.58
1 Payments less than 2000	1,578.80

Final Total: 790,002.30

Warrants Approved for Payment 11/03/2023.

<u>Vendor Name</u>	<u>Amount</u>
FAHRNER ASPHALT SEALERS LLC	90,060.08
MEADOWLAND FARMERS COOP	4,260.55
REDWOOD COUNTY LICENSE CENTER	9,114.18
TOWMASTER	130,788.00
4 Payments less than 2 0 0 0	2,698.07

Final Total: 236,920.88

Warrants Approved On 11/07/2023 For Payment 11/07/2023.

<u>Vendor Name</u>	<u>Amount</u>
MN COMMISSION OF FINANCE	4,214.00
PFARR/GLEN & CHRIS	2,107.00
SOUTHWEST HEALTH & HUMAN SERVICE	39,997.27
16 Payments less than 2 0 0 0	3,882.04

Final Total: 50,200.31

Warrants Approved for Payment 11/08/2023.

<u>Vendor Name</u>	<u>Amount</u>
8 Payments less than 2 0 0 0	819.50

Final Total: 819.50

Warrants Approved On 11/14/2023 For Payment 11/14/2023.

<u>Vendor Name</u>	<u>Amount</u>
RRRSWA	36,220.00
SOUTHWEST HEALTH & HUMAN SERVICE	4,920.88
6 Payments less than 2 0 0 0	1,415.82

Final Total: 42,556.70

Warrants Approved for Payment 11/15/2023.

<u>Vendor Name</u>	<u>Amount</u>
BLACKSTRAP INC	11,866.51
M & K BRIDGE CONSTRUCTION INC	53,209.60
MORRIS SEALCOAT & TRUCKING INC	66,224.90
MR PAVING & EXCAVATING INC	5,000.00
3 Payments less than 2 0 0 0	747.06

Final Total: 137,048.07

Warrants Approved On 11/21/2023 For Payment 11/21/2023.

<u>Vendor Name</u>	<u>Amount</u>
BRANDT/THOMAS R	4,220.00
CHRISTENSEN/CHRIS & JOANNE	24,960.00
DOLEZAL/ROSS G & PEGGY	4,500.00
EILER/DOUGLAS J & MARGARET K	4,000.00
G & J AWNING AND CANVAS INC	3,450.00
GREENFIELD LLP	18,480.00
HEIDERSCHIEDT DIGGING & MICHAEL SE	13,473.00
HOFFMAN/LYNN K	14,960.00
IRLBECK LT/JOEL & JOLENE	12,560.00
JENSEN/DIANE L	4,560.00
KERKHOFF/MERVIN E & SALLY J	11,680.00

KOCH/JANETTE	4,000.00
MEIER/BRUCE	8,160.00
MEIER/MARK J	8,160.00
MERTENS FAMILY LIMITED PARTNERSHI	5,920.00
METLIFE	4,263.14
MUELLER/LARRY D	4,000.00
NELSON LIVING TRUSTS/STEPHEN J & A	4,740.00
NELSON/RICHARD & SUSAN	50,160.00
OTTO/WENDY K	12,480.00
PLAETZ LIVING TRUSTS/LEON H & JOYCE	24,800.00
ROHLIK FAMILY IRREV/ILA MAE E	8,400.00
ROHLIK FAMILY TRUST FUND/PETER	16,080.00
ROHLIK RT/CHRIS A	2,560.00
ROHLIK TESTAMENTARY/GERALD A	16,720.00
ROHLIK/JEFFREY G	4,560.00
SAMYN RLT/JOLENE A	16,080.00
SAMYN/MICHAEL	10,640.00
STURM/CHRIS	17,920.00
TURBES/GEORGE M	13,360.00
WESTLAKE PROPERTIES - MINNESOTA A	105,000.00
ZIMMERLI/MICHAEL & DIANA	16,000.00
19 Payments less than 2 0 0 0	6,216.18
Final Total:	477,062.32

Warrants Approved for Payment 11/22/2023.

<u>Vendor Name</u>	<u>Amount</u>
BLACKSTRAP INC	13,983.64
EVERSTRONG CONSTRUCTION INC	3,741.06
ZIMMERMANN MAINTENANCE	6,336.14
7 Payments less than 2 0 0 0	1,382.42
Final Total:	25,443.26

Warrants Approved On 11/28/2023 For Payment 11/28/2023.

<u>Vendor Name</u>	<u>Amount</u>
DOERR/KAREN M	2,720.00
SAMYN/MATTHEW & ANDREA	11,200.00
SCHMIESING/FERN	2,014.00
17 Payments less than 2 0 0 0	7,396.23
Final Total:	23,330.23

Warrants Approved for Payment 11/29/2023.

<u>Vendor Name</u>	<u>Amount</u>
FARMWARD COOPERATIVE	3,644.10
MURRAY COUNTY HWY DEPT	20,513.20
1 Payments less than 2 0 0 0	147.02
Final Total:	24,304.32

Warrants Approved On 11/30/2023 For Payment 11/30/2023.

<u>Vendor Name</u>	<u>Amount</u>
CITY OF BELVIEW	65,318.19
CITY OF CLEMENTS	28,994.23
CITY OF DELHI	27,925.92
CITY OF LAMBERTON	386,307.37
CITY OF LUCAN	75,610.63
CITY OF MILROY	127,939.04
CITY OF MORGAN	200,140.71
CITY OF REDWOOD FALLS	1,497,928.71
CITY OF REVERE	26,839.11
CITY OF SANBORN	70,306.10
CITY OF SEAFORTH	14,277.20

CITY OF VESTA	87,738.16
CITY OF WABASSO	267,663.04
CITY OF WALNUT GROVE	151,774.24
CITY OF WANDA	20,349.07
RED ROCK RURAL WATER SYSTEM	4,884.00
REDWOOD PROPERTY HOLDINGS LLC	2,891.72
RRRSWA	266,836.65
SCHOOL DISTRICT 2190	7,566.28
SCHOOL DISTRICT 2754	135,471.74
SCHOOL DISTRICT 2884	125,690.38
SCHOOL DISTRICT 2897	214,577.89
SCHOOL DISTRICT 2898	57,778.00
SCHOOL DISTRICT 2904	30,730.94
SCHOOL DISTRICT 635	52,729.76
SCHOOL DISTRICT 640	191,746.87
SCHOOL DISTRICT 85	90,074.58
SOUTHWEST HEALTH & HUMAN SERVICE	1,212,795.96
SW REGIONAL DEVELOPMENT COMMISS	25,047.14
TOWNSHIP OF BROOKVILLE	34,471.00
TOWNSHIP OF CHARLESTOWN	30,062.77
TOWNSHIP OF DELHI	31,769.75
TOWNSHIP OF GALES	19,017.24
TOWNSHIP OF GRANITE ROCK	27,508.27
TOWNSHIP OF JOHNSONVILLE	43,296.26
TOWNSHIP OF KINTIRE	27,986.84
TOWNSHIP OF LAMBERTON	37,466.53
TOWNSHIP OF MORGAN	38,749.03
TOWNSHIP OF NEW AVON	32,541.47
TOWNSHIP OF NORTH HERO	28,874.67
TOWNSHIP OF PAXTON	44,221.82
TOWNSHIP OF REDWOOD FALLS	46,659.64
TOWNSHIP OF SHERIDAN	30,032.62
TOWNSHIP OF SHERMAN	33,828.51
TOWNSHIP OF SPRINGDALE	40,266.53
TOWNSHIP OF SUNDOWN	42,709.10
TOWNSHIP OF SWEDES FOREST	18,679.97
TOWNSHIP OF THREE LAKES	24,746.46
TOWNSHIP OF UNDERWOOD	30,391.89
TOWNSHIP OF VAIL	25,396.68
TOWNSHIP OF VESTA	26,019.71
TOWNSHIP OF WATERBURY	25,003.09
TOWNSHIP OF WESTLINE	24,042.96
TOWNSHIP OF WILLOW LAKE	41,583.53
3 Payments less than 2000	2,084.30
Final Total:	6,275,344.27

- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve the Redwood Area Community Center Rental Agreement for Election Judges to be trained to conduct the Presidential Nomination Election in the amount of \$345.00.

TECHNOLOGY

- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the 2024 LaserFiche licenses renewal in the amount of \$5,726.00.

- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve the Matrix NDI Software Assurance Renewal for the county's NEC Phones effective 2/18/24-2/17/25 in the amount of \$2,872.00.

ENVIRONMENTAL

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to set the low-income Septic Grant guidelines to applicants based on household income.
- On motion on Van Hee, second by Wakefield, the Board voted unanimously to approve Lamberton Township streambank stabilization project on the Cottonwood River to be paid from Riparian Protection Aid.
- Tabled Phase 1 Archaeological Survey Contract with Kogel Archaeological Consulting Services to January 2, 2023, Board meeting.

DITCH AUTHORITY

- Entered into Ditch Authority at 8:48 a.m.
- On motion by Forkrud, second by Salfer, the Board voted unanimously to reduce the levy on County Ditch 35C from 2% to 1%.

RECONVENE

- The Board reconvened into Regular Session at 8:53 a.m.

LAMBERTON C-STORE

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve the 2024 Tobacco License Application for Farmer's Co-op of Renville Lamberton C-Store after discussion with Manager Scott Walker regarding compliance of the Redwood County Tobacco Ordinance.

SHERIFF

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

WHEREAS, Farmers Union Industries wishes to donate \$1,000.00 to Redwood County Sheriff's Office and;

WHEREAS, the Sheriff's Office will utilize the donation of \$1,000.00 for the purpose of a K9 program and/or equipment; and

WHEREAS, the Board of Commissioners appreciates the generosity of Farmers Union Industries in supporting the Redwood County Sheriff's Office;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the acceptance of \$1,000.00 from Farmers Union Industries to the Redwood County Sheriff's Office, on behalf of the County.

MAINTENANCE

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the 5-year Preventative Maintenance Agreement with G&R Controls in the amount of \$40,340.00.

ROAD & BRIDGE

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve Road & Bridge December 2024 bills in the amount of \$81,726.30.

Warrants Approved On 12/26/2023 For Payment 12/29/2023.

<u>Vendor Name</u>	<u>Amount</u>
BOLTON & MENK INC	15,460.66
FARMWARD COOPERATIVE	9,234.67
JD PLUMBING & HEATING	4,982.00
KECK TREE SERVICE	4,150.00
M-R SIGN CO INC	4,506.44
NORTH CENTRAL INTERNATIONAL INC	5,089.81
WEE'S CLEANING SERVICE LLC	2,030.00
WIDSETH SMITH NOLTING & ASSOCIATE	27,352.72
27 Payments less than 2 0 0 0	8,920.00
Final Total:	81,726.30

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

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,

Bridge No.	Route	Township	Total Cost	State Aid	Town Bridge	Local	LBRP	Const. Year	LPI
92230	CR 57	Westline	\$525,000			\$75,000	\$450,000	2024	68.0
92206	CR 67	Willow Lake	\$525,000			\$75,000	\$450,000	2024	
89872	CR 57	Westline	\$328,415			\$82,701	\$245,714	2025	56.0
93245	CR 71	Springdale	\$337,344			\$52,258	\$285,086	2025	55.0
64513	CR 70	New Avon	\$706,800			\$75,000	\$631,800	2026	55.0
89888	CR 65	Sheridan	\$1,713,525			\$75,000	\$1,638,525	2027	54.0
64542	CR 60	Sundown	\$1,057,100			\$75,000	\$982,100	TBD	62.0

64528	CR 78	Springdale	\$1,125,300			\$75,000	\$1,050,300	TBD	64.0
89874	CR 57	Gales	\$682,000			\$75,000	\$607,000	TBD	61.0
89875	CR 57	Gales	\$792,825			\$75,000	\$717,825	TBD	75.0
90749	CSAH 16	Three Lakes	\$466,812	\$322,284			\$144,528	2024	29.0
1195	CSAH 20	Springdale	\$555,000	\$352,500			\$202,500	2025	44.0
89830	CSAH 10	Johnsonville	\$2,250,000	\$1,200,000			\$1,050,000	2025	59.0
92859	CSAH 45	North Hero	\$430,000	\$290,000			\$140,000	2025	55.0

Bridge No.	Route	Township	Total Cost	State Aid	Town Bridge	Local	LBRP	Const. Year	LPI
94129	CSAH 7	North Hero	\$234,066	\$61,524			\$172,542	2025	50.0
4329	CSAH 1	Three Lakes	\$640,223	\$395,632			\$244,591	2025	58.0
89850	CSAH 17	Delhi	\$2,825,250	\$1,612,500			\$1,212,750	2026	19.0
64501	CSAH 11	Sherman	\$1,395,625	\$847,500			\$548,125	2026	54.0
92202	CSAH 5	Granite Rock	\$495,000	\$247,500			\$247,500	2026	51.0
92194	CSAH 101	City Redwood	\$825,000	\$475,000			\$350,000	2029	56.0
5745	CSAH 6	Lamberton	\$1,801,800	\$1,050,500			\$751,300	2029	60.0
89844	CSAH 16	New Avon	\$465,000	\$325,000			\$140,000	2029	79.0
64517	CSAH 10	Granite Rock	\$1,221,000	\$685,500			\$535,500	TBD	47.0
64531	CSAH 5	Johnsonville	\$2,117,500	\$1,208,500			\$909,000	TBD	58.0
64518	CSAH 4	Johnsonville	\$1,058,750	\$679,000			\$379,750	TBD	60.0
64511	CSAH 7	Vail	\$770,000	\$535,000			\$235,000	TBD	45.0
64532	CSAH 5	Johnsonville	\$1,135,750	\$456,594			\$679,156.50	TBD	49.0
89819	CSAH 8	Springdale	\$790,500	\$470,250			\$320,250	TBD	64.0
89852	CSAH 19	Kintire	\$614,400	\$344,700			\$269,700	TBD	63.0
64521	CSAH 19	Kintire	\$701,400	\$388,200			\$313,200	TBD	66.0
64514	CSAH 7	Lamberton	\$1,607,375	\$953,500			\$653,875	TBD	70.0
89845	CSAH 17	Willow Lake	\$895,125	\$522,563			\$372,562.50	TBD	70.0
4067	CSAH 1	Sundown	\$895,125	\$597,500			\$297,625	TBD	72.0
3824	CSAH 2	Sherman	\$600,000	\$375,000			\$225,000	TBD	62.0
4065	CSAH 2	Sherman	\$1,654,000	\$952,000			\$702,000	TBD	69.0
L6923	Fairview Ave	Vesta	\$405,000		\$385,000	\$20,000		2024	67.0
L6927	Garden Ave	Sheridan	\$405,000		\$385,000	\$20,000		2024	58.0
L9451	310th St	Paxton	\$405,000		\$385,000	\$20,000		2024	56.0
L9453	Magnolia Ave	Three Lakes	\$405,000		\$385,000	\$20,000		2024	68.0
L6919	Evergreen Ave	Vesta	\$405,000		\$385,000	\$20,000		2024	56.0
L9301	270th St.	Three Lakes	\$405,000		\$385,000	\$20,000		2024	24.0
L9522	270th St.	Three Lakes	\$405,000		\$385,000	\$20,000		2025	25.0
L6900	Balsa Ave.	Underwood	\$405,000		\$385,000	\$20,000		2025	40.0
L9886	170th St.	Gales	\$630,000		\$610,000	\$20,000		2025	38.0

Bridge No.	Route	Township	Total Cost	State Aid	Town Bridge	Local	LBRP	Const. Year	LPI
L9348	Porter Ave.	Sherman	\$594,200		\$574,200	\$20,000		2025	58.0
L6933	Harvest Ave.	Kintire	\$466,600		\$446,600	\$20,000		2025	41.0
L6880	140th St.	Springdale	\$434,700		\$414,700	\$20,000		24/25/26	35.0
L6892	Aspen Ave.	Springdale	\$474,575		\$454,575	\$20,000		24/25/26	41.0
L6909	Crown Ave.	Springdale	\$442,675		\$422,675	\$20,000		24/25/26	32.0
L8797	200th St.	Waterbury	\$626,100		\$606,100	\$20,000		24/25/26	50.0
L8558	Grandview Ave	Waterbury	\$665,975		\$645,975	\$20,000		24/25/26	35.0
64505	Prairie Ave	Brookville	\$873,325		\$853,325	\$20,000		2026	49.0
L6945	Impala Ave.	Delhi	\$490,525		\$470,525	\$20,000		2027	39.0
L8563	Bunker Ave.	Westline	\$405,000		\$385,000	\$20,000		2028	58.0
L8764	Duncan Ave.	Granite Rock	\$405,000		\$385,000	\$20,000		2028	56.0
L8766	Frontier Ave	Granite Rock	\$530,400		\$510,400	\$20,000		TBD	53.0
L8767	Fairview Ave.	Granite Rock	\$538,375		\$518,375	\$20,000		TBD	55.0
L9684	Knox Ave.	Charlestown	\$405,000		\$385,000	\$20,000		TBD	55.0
L9778	Bunker Ave	Springdale	\$840,000		\$820,000	\$20,000		TBD	55.0
95578	160th St	Springdale	\$630,000		\$610,000	\$20,000		TBD	55.0
L8763	Eagle Ave.	Granite Rock	\$405,000		\$385,000	\$20,000		TBD	56.0
L6919	Evergreen Ave	Vesta	\$405,000		\$385,000	\$20,000		TBD	56.0
L8770	230th St.	Granite Rock	\$405,000		\$385,000	\$20,000		TBD	56.0
L8562	230th St	Westline	\$405,000		\$385,000	\$20,000		TBD	56.0
L9687	110th St	Springdale	\$280,000		\$260,000	\$20,000		TBD	57.0
64527	Kenwood Ave	Delhi	\$817,500		\$797,500	\$20,000		TBD	59.0
64538	Kenwood Ave	Willow Lake	\$610,150		\$590,150	\$20,000		TBD	64.0
95238	150th St	Springdale	\$540,000		\$520,000	\$20,000		TBD	64.0
L9347	300th St.	Paxton	\$610,150		\$590,150	\$20,000		TBD	65.0
L6816	110th St.	Springdale	\$466,600		\$446,600	\$20,000		TBD	65.0
64547	Duncan Ave	North Hero	\$881,300		\$861,300	\$20,000		TBD	72.0

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.

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to authorize advertising for 2024 & 2025 Highway Department projects with individual letting dates to be determined by the County Engineer.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve the purchase of R12i survey equipment from Frontier Precision from State Contract No.

171661 with trade in or outright sale of excess equipment R10-1 not to exceed \$28,381.50.

ADMINISTRATION

- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the 2024 Liquor License Application for Lower Sioux Community dba Dacotah Ridge Golf Club.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the 2024 Tobacco License Application for Lower Sioux Community dba Dacotah Ridge Golf Club.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the 2024 Soliday Waste Hauler Licenses for Sweetman Sanitation, Waste Management, West Central Sanitation, River View Sanitation, CMF, Clobes Sanitation, Renville-Sibley Sanitation, R & E Sanitation, and Southwest Sanitation.
- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve CPT Professional Services Joint Powers Agreement for FY 2024-2026.
- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve Elected Officials out of state travel Policy for 2024.
- On motion by Van Hee, second by Forkrud, the Board voted unanimously to approve the 2024 Reimbursement Policy with IRS standard mileage rate.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to set the Board meeting dates for 2024.

Personnel

- On motion by Wakefield, second by Groebner, the Board voted unanimously to acknowledge the resignation of Angela Hanneman, Full-Time Dispatcher for Sheriff's Department, effective January 15, 2024.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the 2024 Drug Court Contracts with Steve Gramstad at the rate of \$28.00 per hour and Michelle Koenig at \$25.00 per hour.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve MOU between the County and LELS Unit #404 Licensed Officers.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve MOU between the County and LELS Unit #114 Non-Licensed officers.
- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve MOU between the County and AFSCME Union Council #65 for Sheriff Department Employees only.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve revision to the Personnel Policy section 6.08(A), MN employee Sick and Safe Time (ESST) effective January 1, 2024.

COMMISSIONERS

- The commissioners reported on meetings they attended.

Salfer: Personnel Committee, EMS Ambulance Meeting

VanHee: Prime West

Groebner: Redwood Renville Solid Waste Authority, Soil & Water, Minnesota Valley Regional Rail Authority.

Forkrud: Personnel Committee, Redwood Renville Solid Waste Authority

Wakefield: Southwest Health & Human Services.

ADJOURN

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

Attest: _____

Vicki Kletscher
County Administrator

Jim Salfer, Chair
Board of County Commissioners



REQUEST FOR BOARD ACTION

Requested Board Date:	1/2/2024	Originating Dept.:	A/T
Preferred 2 nd Date:			
Discussion Item:	Presenter: Jean		
Establishing a County Absentee Ballot Board for the 2024 Presidential Nomination Primary Election	estimated time needed:		
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Per MN Statute 203B.121, subd. 1, the County Board establishes by resolution the Redwood County Absentee Ballot Board for the 2024 Presidential Nomination Primary Election.

Background Information:

Per MN Statute 203B.121, subd. 1, the County Board is required to establish by resolution the Redwood County Absentee Ballot Board for the 2024 Presidential Nomination Primary Election.

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



**ESTABLISHING A COUNTY ABSENTEE BALLOT BOARD
2024 PRESIDENTIAL NOMINATION PRIMARY ELECTION**

WHEREAS, Redwood County is required by Minn. Stat. § 203B.121, Subd. 1(a) to establish a County Absentee Ballot Board for the 2024 Presidential Nomination Primary Election; and

WHEREAS, this authorization will bring uniformity in the processing of accepting or rejecting returned regular absentee ballots to Redwood County Elections that would consist of deputy county auditors who have received training in the processing and counting of absentee ballots; and

WHEREAS, would consist of a sufficient number of election judges trained in the handling of absentee ballots and appointed as provided in Minn. Stat. § 204B.19 to Minn. Stat. § 204B.22 to specifically handle those absentee ballots requiring signature comparisons per Minn. Stat. § 203B.121, Subd. 2(b)(3); and

WHEREAS the County Absentee Ballot Board must begin this process 46 days prior to the 2024 Presidential Nomination Primary Election;

THEREFORE, BE IT RESOLVED THAT, the Redwood County Board of Commissioners hereby establishes the Redwood County Absentee Ballot Board and appoints deputy county auditors; Lisa Guggisberg, Rachel Woelfel and Julie Zimmermann, and the following election judges; Tamara Houle, Jesse Jacobson, Jacalyn Lueck, and Amy Serbus and authorizes the Redwood County Auditor/Treasurer to train and oversee the Redwood County Absentee Ballot Board for the 2024 Presidential Nomination Primary Election. The Redwood County Auditor/Treasurer is also given authority to hire and train additional election judges in an emergency situation.

Jim Salfer, Board Chair

Attest: _____

Vicki Knobloch Kletscher
Redwood County Administrator

Dated this 2nd day of January 2024

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:	1/2/2024	Originating Department:	Aud/Treas
Preferred 2 nd Date:			
Discussion Item:	Presenter: Jean		
Resolution for Designation of Depositories	estimated time needed: 5 min		
Board Action:	<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only		

If Action, Board Motion Requested:

Motion to pass resolution:

1) Resolution for Designation of Depositories

Background Information:

Each year the board must pass the designation of depositories.

Supporting Documents: ☒ Attached ☐ None

County Attorney Reviewed Information: ☐ Completed ☐ In Progress ☒ Not applicable

Administrators Comments:

Reviewed by Administrator: ☒ Yes ☐ No

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

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Redwood Falls, MN 56283

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MN Statute 118A.02 subd. 1 (a) The governing body of each government entity shall designate, as a depository of its funds, one or more financial institutions.

DESIGNATION OF DEPOSITORIES

(for Deposit Accounts)

DEPOSITOR:

County of Redwood
403 South Mill Street
Redwood Falls, MN 56283

FINANCIAL INSTITUTIONS:

Bremer Bank, NA
Bremer Wealth Management
Hometown Bank
Integrity Bank Plus
Minnwest Bank M.V.
U.S. Bank
Wanda State Bank
MAGIC Fund
Wells Fargo Advisors
Multi-Bank Securities
State Bank of Taunton

I, the undersigned Administrator of the County named above, hereby certify that the County of Redwood is organized and existing under and by virtue of the laws of the state of Minnesota as a corporation for profit, with its principal address at 403 South Mill Street, Redwood Falls, MN 56283.

Account Holder: County of Redwood is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the Board of Commissioners of the County of Redwood, duly and regularly called and held on January 2, 2024, at which a quorum was present and voting, the following resolutions were adopted:

RESOLVED, that the Financial Institutions named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of the County, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of the County ("Agents"), whose actual signatures are shown below:

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

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Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD

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Jean Price

Authorized Signer Printed Name

Vicki Kletscher

Authorized Signer Printed Name

Authorized Signature

Authorized Signature

And that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agent's signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the County's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by Redwood County for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the County may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

1st District

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I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of Redwood County; that they are in full force and effect and have not been modified in any manner whatsoever.

The above resolution was adopted by the Board of Commissioners of Redwood County on this 2nd day of January, 2024.

Board Chair
Redwood County Board of Commissioners

Vicki Kletscher
County Administrator

1st District

RICK WAKEFIELD

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REQUEST FOR BOARD ACTION

Requested Board Date:	01/02/2024	Originating Dept.: Sheriff's Office
Preferred 2 nd Date:		
Discussion Item:	Presenter: Jason Jacobson	
2023 Police Equipment Budget Carry Over	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:

Reserve \$15,000.00 from the 2023 police equipment maintenance budget for use in 2024.

Background Information:

The 2023 squad orders have not arrived, but are scheduled to arrive in mid-January. The money allocated in budget line 01-201-000-0000-6302 is utilized to cover equipment purchase and installation. As of 12/28/23, there is \$20,673.68 left in that line, with few transactions yet to process. This money would be used in 2024 to cover purchase and installation police equipment. Due to several factors, including unexpected order cancellation, we are hesitant to purchase additional equipment in advance. Most of the equipment is specific to make and model of the vehicle.

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 ****



MINNESOTA ENERGY CONNECTION ROUTE PERMIT APPLICATION

December 2023

PROJECT DESCRIPTION

- Double-circuit 345-kV transmission line
- Approximately 175 miles
- End points—Lyon County, Minn. (Southwest Minnesota) and retiring Sherco power plant (Becker, Minn.).
- Replaces coal-fired electricity with renewables and re-uses existing grid connections at Sherco to serve customers



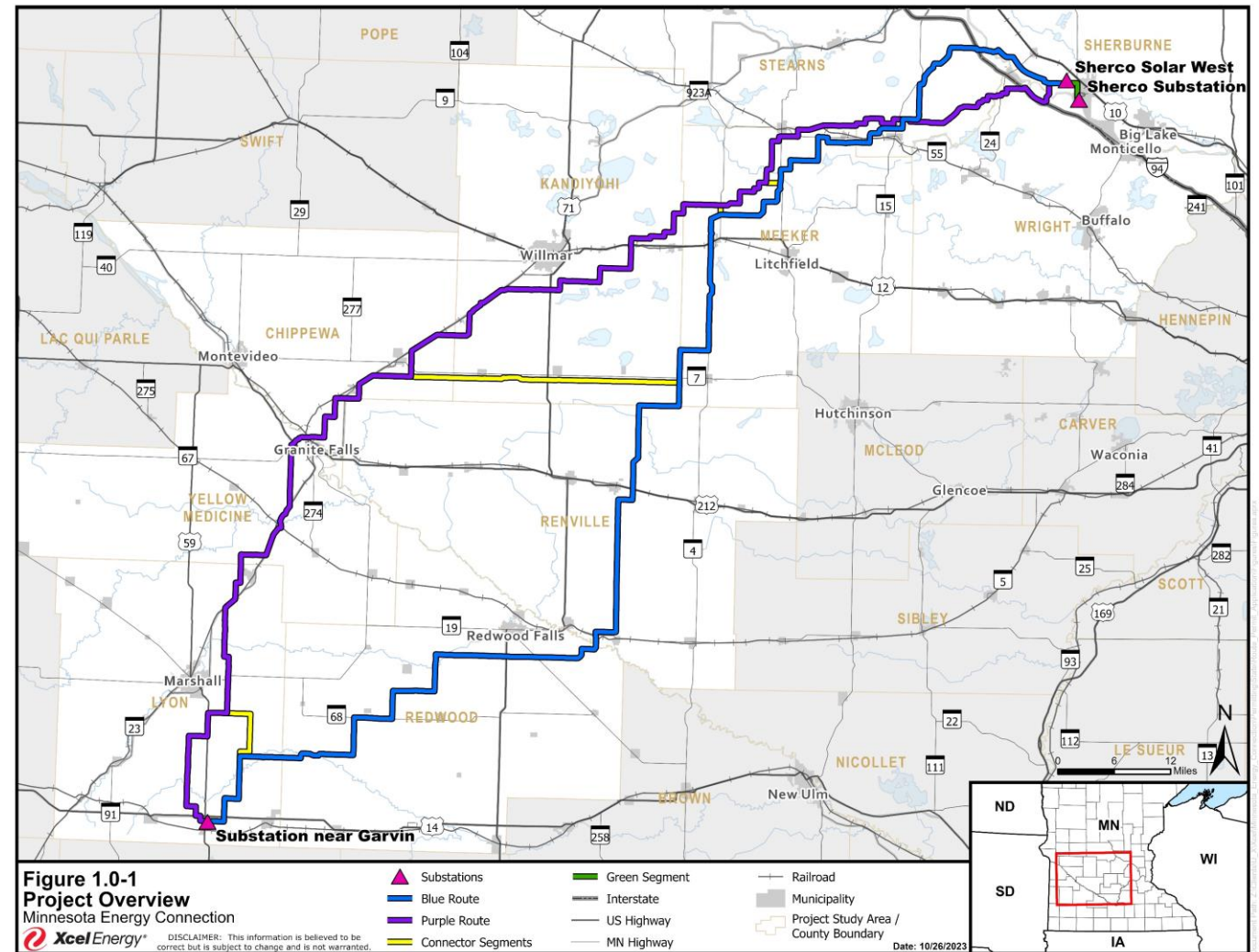
Route options and activity—Summer 2023

Presented corridors to landowners in February-March 2023

Revised routes based on feedback in June 2023

Reviewed all comments from landowners, state agencies, stakeholders

Filed Route Permit application October 30, 2023



ROUTE DEVELOPMENT PROCESS

Public outreach and involvement

- Landowner mailings and open houses
 - July 2022, November 2022, February 2023, May 2023
 - Open houses November 2022 (virtual), February, June (in-person and virtual)
- Identified potential route options following existing corridors (transmission lines, roads, field/section lines)
- Used information to develop route options that minimize impacts while meeting state requirements



MINNESOTA REGULATORY PROCESS

Minnesota Public Utilities Commission approvals required

- Certificate of Need
 - Describes issues the project will solve
- Route Permit
 - At least two route proposals required
- Combined review now underway
 - Environmental Impact Statement scoping meetings likely in January
 - Public Hearings mid-2024



PUBLIC COMMENT OPPORTUNITIES

- Environmental Impact Statement Scoping
 - Led by Department of Commerce EERA
 - Input on what environmental and land use issues to be addressed
 - Opportunity for additional route segments to consider
- Public hearings
 - Coordinated by MN PUC and ALJ
 - Verbal and written comments accepted



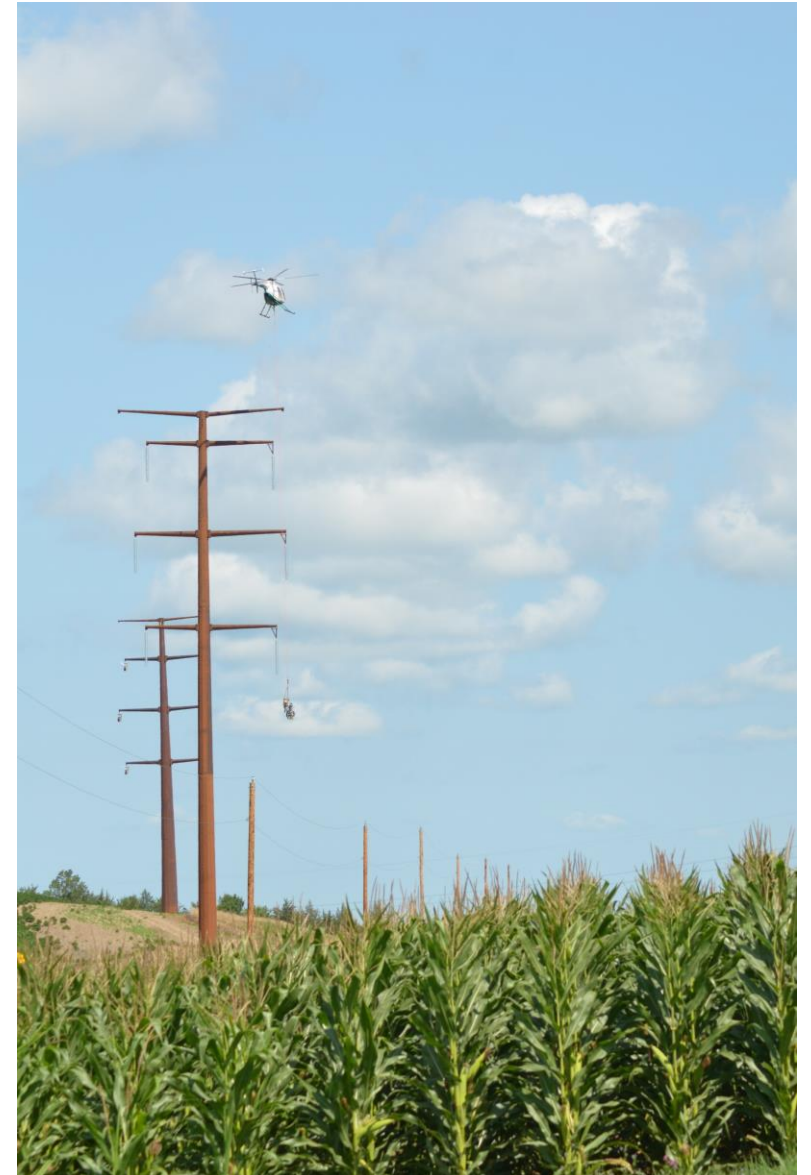
EASEMENT ACQUISITION PROCESS

- Negotiate directly with each landowner
- Easement language specific to each property
 - Addresses access, crop damages, drain tile, other potential impacts
 - Xcel Energy pays for crop damage, drain tile repair
- Easement provides Xcel Energy ability to build, operate and maintain infrastructure
- Landowner retains ownership
- Landowners can elect Buy the Farm if they prefer

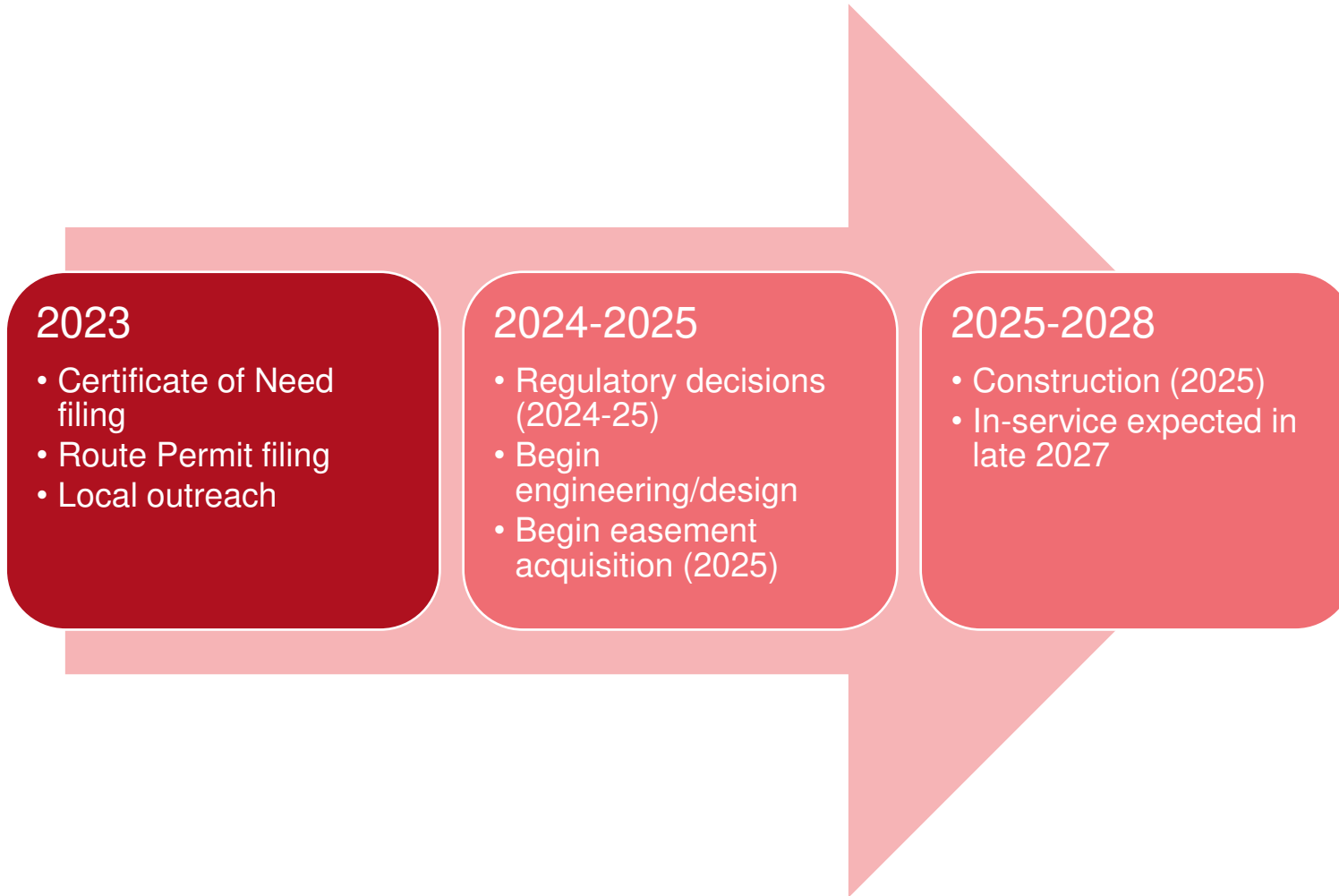


CONSTRUCTION PROCESS

- Survey and geotechnical investigation
 - May work with landowners for access prior to Route Permit decision
- Install concrete foundations
- Erect single-pole structures
- Install conductor wire using combination of helicopters and ground-based equipment



Expected timeline



CONTACT US

- Project information available at:
 - [Web: www.MNEnergyConnection.com](http://www.MNEnergyConnection.com)
 - Phone: 888-292-4714
 - Email: MNEnergyConnection@xcelenergy.com



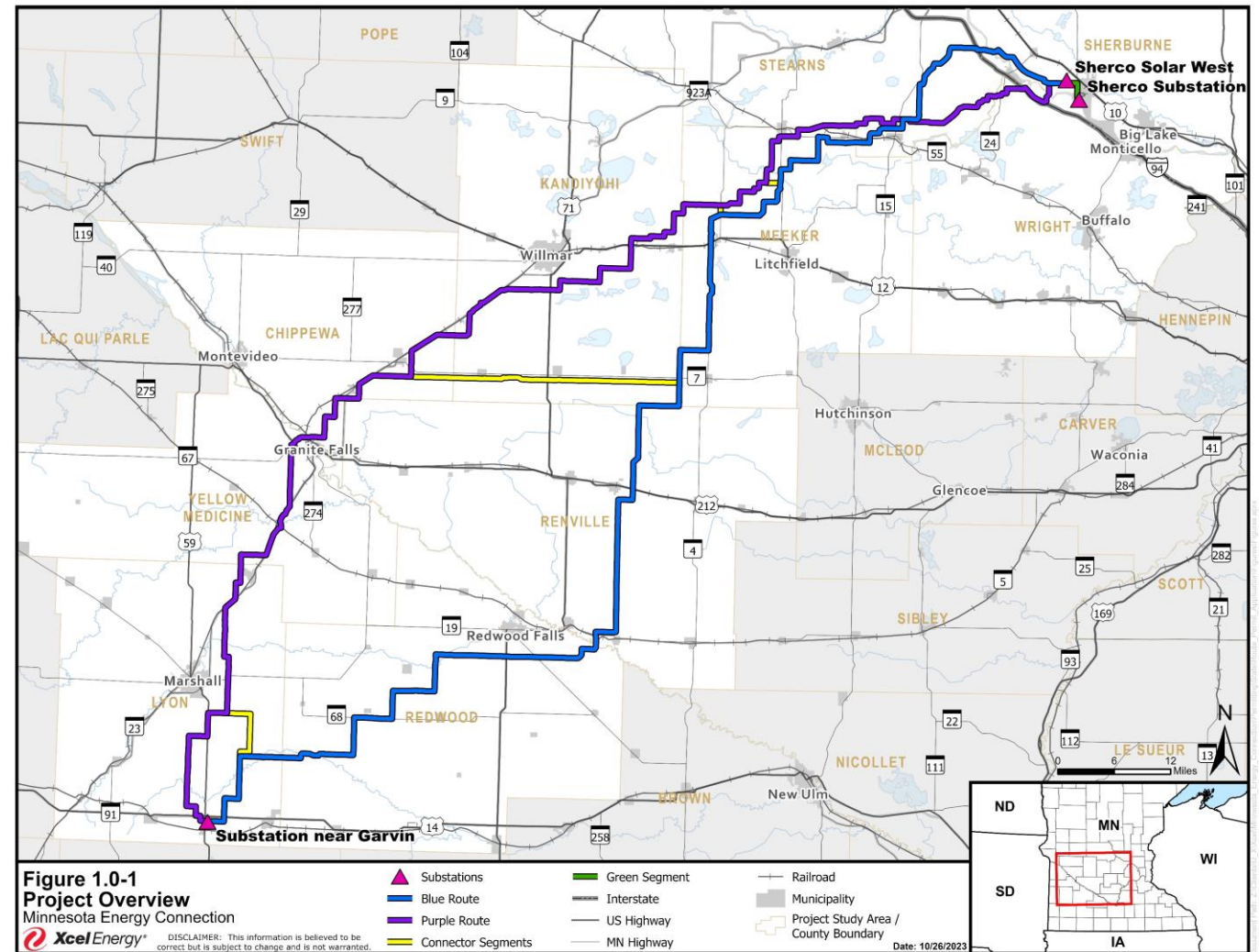
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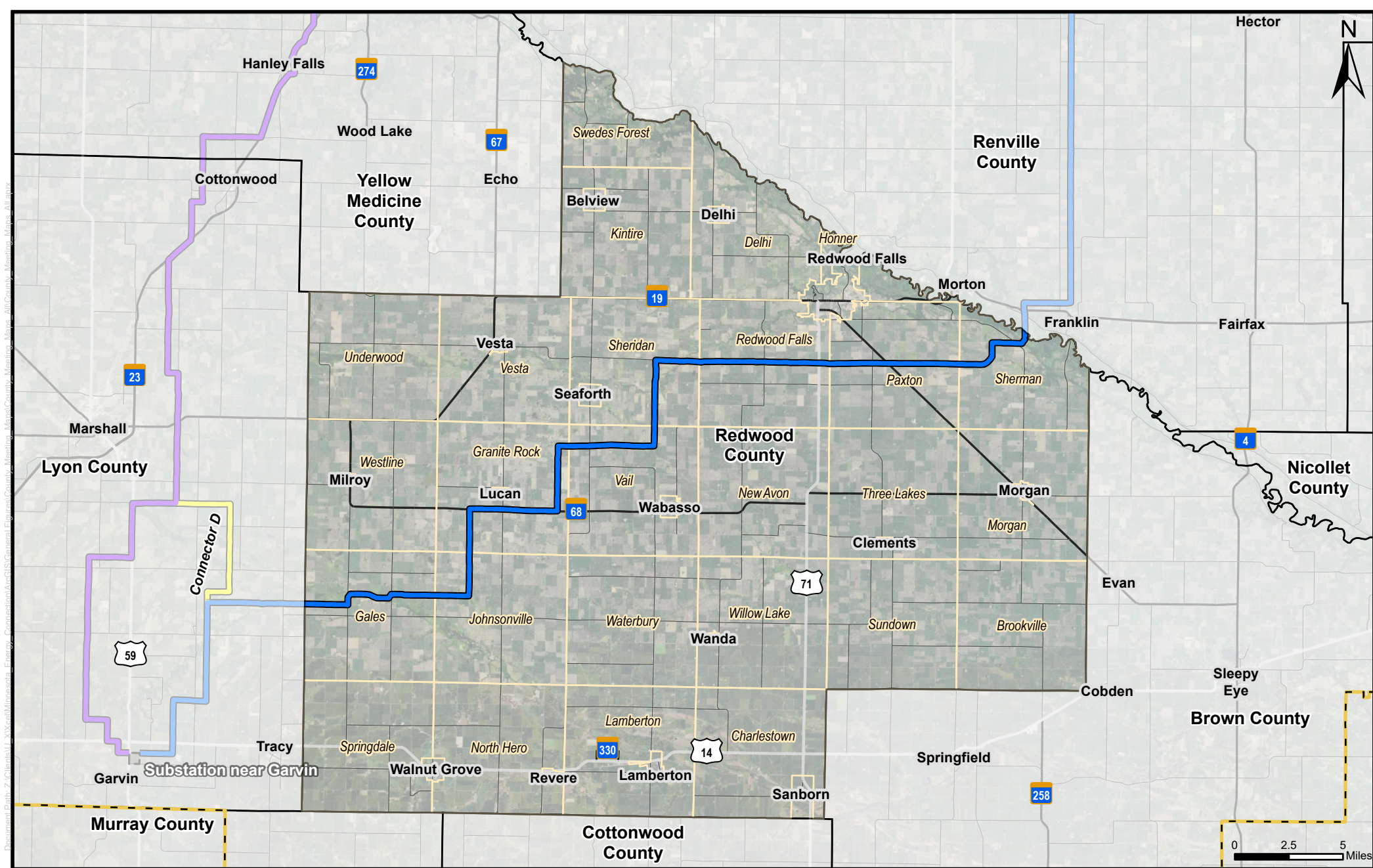
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Filed Route Permit application October 30, 2023



Questions?

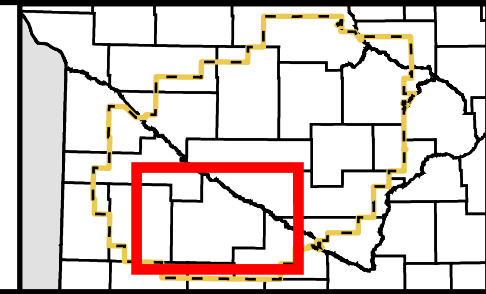
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Redwood County Overview Map

Minnesota Energy Connection

- Blue Route
- Purple Route
- Connector Segments
- Substation Boundary
- County Boundary
- Notice Area
- Township Boundary
- US Highway
- MN Highway
- County Road



DISCLAIMER: This information is believed to be correct but is subject to change and is not warranted.

Date: 11/3/2023

ROAD & BRIDGE AGENDA

January 2, 2024

1. Authorize Engineer to pay certain permit fees
2. Resolution to use Website to advertise 2024 & 2025 transportation projects for bid

Other Discussion Items:

- None



REQUEST FOR BOARD ACTION

Requested Board Date:	1/2/2024	Originating Dept.:	Highway
Preferred 2 nd Date:	NEXT AVAILABLE		
Discussion Item:	Presenter: Anthony Sellner, P.E.		
Authorize to pay permits in 2024	estimated time needed:	5 mins	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorize County Engineer to pay permit fees including but not limited to; MPCA Storm Water, DNR, COE and others for Redwood County projects as required.

Background Information:

Any construction project disturbing > 1 acre requires a MN Pollution Control Agency Permit. Any bridge replacement project working in the waters of the State may require a DNR and/or COE permit. Other agencies that may require project submittal items may include Soil & Water, Historical/Archeological Society, and others.

Supporting Documents: ☐ Attached ☒ None

County Attorney Reviewed Information: ☐ Completed ☐ In Progress ☒ Not applicable

Administrators Comments:

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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:	1/2/2024	Originating Dept.:	Highway
Preferred 2 nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Approve resolution to use website advertisement		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 use Redwood County website advertisement for the 2024 & 2025 transportation project bid requests

Background Information:

Supporting Documents: ☐ Attached ☒ None

County Attorney Reviewed Information: ☐ Completed ☐ In Progress ☒ Not applicable

Administrators Comments:

Reviewed by Administrator: ☒ Yes ☐ No

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Resolution
Use Website Advertisement for Transportation Project Bids
January 2, 2024

The following Resolution was offered by Commissioner _____ and moved for adoption at a Regular Meeting held on January 2, 2024 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Minn. Statute #331A.12, allows a county to use its website as the publication for transportation contracts;

NOW, THEREFORE BE IT RESOLVED, the County of Redwood designates publication for transportation contracts on the County website, <https://redwoodcounty-mn.us/>, in place of or in addition to any other required form of publication,

FURTHERMORE, each year after designating publication on the County website, the County of Redwood must publish in a qualified newspaper in the jurisdiction and on the website notice that the County will publish any advertisements for bids on its website,

FURTHERMORE, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute #331A.12 Subd.3,

FURTHERMORE, a political subdivision that publishes notice on its website must ensure that a permanent record of publication is maintained in a form accessible by the public per Statute #331A.12 Subd.4.

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

Adopted by the following vote: Ayes Nays

Dated this 2nd day of January, 2024

Board Chair, 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
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5th District
DAVE FORKRUD
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Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	12/26/23	Originating Department:	Environmental
Preferred 2 nd Date:	1/2/23		
Discussion Item:	Presenter: Jeanette P.		
Phase I Archeological Survey Contract	estimated time needed: 5 minutes		
Board Action:	<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only		

If Action, Board Motion Requested:

Approve proposed Agreement for Professional Services with Kogel Archaeological Consulting Services to provide a Phase I archaeological survey, in connection with the Plum Creek Park improvement grant, for an amount not to exceed \$5,900.00.

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
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 (the "Effective Date") by and between the County of Redwood, a political subdivision of the State of Minnesota (the "County"), 250 S Jefferson Street, Redwood, Minnesota 56283, and Kogel Archaeological Consulting Services (the "Consultant"), 2101 S. Lincoln Avenue, Sioux Falls, South Dakota 57105.

WHEREAS, the County is in need of Phase I Archaeological Survey (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 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. Troy Kogel 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 \$ 5,900.00 (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:

Kogel Archaeological Consulting Services
2101 S. Lincoln Avenue
Sioux Falls, South Dakota 57105

5. AUTHORIZED REPRESENTATIVE.

Nick Brozek 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 Environmental Office
PO Box 130
Redwood Falls, MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

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

**KOGEL ARCHAEOLOGICAL
CONSULTING SERVICES**

By: _____

By: _____

Print Name

Print Name

Title

Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Redwood County Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

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

See attached Phase I Archaeological Survey Proposal for The Plum Creek County Park Improvement Project Area Near Walnut Grove, Redwood County, Minnesota

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 April 28, 2024.

EXHIBIT C

COMPENSATION

The County shall pay Consultant 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.

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). County **must be named as additional insured**. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. County must also be named as additional insured on the excess or umbrella policy.
 - 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). County **must be named as additional insured**. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. County must also be named as additional insured on the excess or umbrella policy.
 - 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 Consultant elects not to purchase workers' compensation coverage, Consultant shall provide County with a written waiver of workers' compensation coverage in a form acceptable to County. Consultant agrees that under no circumstances shall 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:
 - \$1,500,000 per occurrence
 - \$3,000,000 annual aggregate
 - \$3,000,000 products and completed operations aggregate
 - b. Business Automobile Liability and if necessary, Umbrella Liability:

- \$1,500,000 per occurrence
 - \$3,000,000 aggregate
- c. Worker's Compensation:
- as required by the State of Minnesota
- d. 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
- f. Professional/Technical Liability or Errors and Omissions:
- \$2,000,000 per occurrence – Errors & Omissions
 - \$2,000,000 per occurrence – Bond (conduct by employee constituting malfeasance, willful neglect of duty or bad faith)
 - \$4,000,000 annual aggregate
3. Deductibles and Self-Insurance:
- a. Any deductibles will be the sole responsibility of Consultant and may not exceed \$50,000 without the written consent of County. Any request for a higher deductible must first be approved by County after Consultant provides County with financial documentation sufficient for 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 County. 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 County 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 County with certificates of insurance and original endorsements showing that Consultant has each type of insurance coverage and limits required under this Agreement. A Certificate of Insurance for each policy must be on file with County within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. 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 Agreement a new Certificate of Insurance must be provided to County at least 10 days prior to the expiration date. The new insurance must meet all the same terms as outlined in this Exhibit D. 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 Consultant. All subcontractors shall provide evidence of similar coverage.



REQUEST FOR BOARD ACTION

Requested Board Date:	January 2, 2024	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K
County Coroner		estimated time needed:	5 min
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Adopt Resolution to appoint Dr. Kelly Mills, River Valley Forensic Services, for a 4 year term from January 1, 2024 through December 31, 2027

Background Information:

Dr. Kelly Mills was originally appointed as County Coroner on December 17, 2019 for a 4 year term. That term is expired and the County is mandated by MN Statute 382.01 to appoint a County Coroner by resolution for a new four year term.

Supporting Documents: ☒ Attached ☐ None

County Attorney Reviewed Information: ☐ Completed ☐ In Progress ☒ Not applicable

Administrators Comments:

The Board approved a contract with Dr. Kelly Mills, River Valley Forensic Services on November 21, 2023.

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



**REDWOOD COUNTY BOARD OF COMMISSIONERS
APPOINTMENT OF COUNTY CORONER**

Motion made by Commissioner _____ Second by Commissioner _____

WHEREAS, Minnesota Statutes §382.01, declares that the terms of office as County Coroner shall begin on January 1 of every fourth year after 2023; and

WHEREAS, on December 17, 2019, Dr. Kelly Mills, River Valley Forensic Services, was appointed by the Redwood County Board of Commissioners for a four-year term beginning January 1, 2020, through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, By the County Board of Redwood County, Minnesota, that Dr. Kelly Mills, River Valley Forensic Services, is hereby appointed as County Coroner for Redwood County, Minnesota for a four-year term beginning January 1, 2024, pursuant to MN statute §382.01.

BE IT FURTHER RESOLVED, that a copy of this resolution be placed on file.

	Yes	No	Abstain	Absent
Salfer	_____	_____	_____	_____
Van Hee	_____	_____	_____	_____
Wakefield	_____	_____	_____	_____
Groebner	_____	_____	_____	_____
Forkrud	_____	_____	_____	_____

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:	12-26-23	Originating Dept.:	Administrator
Preferred 2 nd Date:	1-2-24		
Discussion Item:	Presenter: Vicki Kletscher		
Newspaper Bid for 2024	estimated time needed:		
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Award newspaper publication bid to the Redwood Gazette at \$11.83 per column inch for all legal publications.

Background Information:

The bid for 2022 and 2023 was \$11.83 per column inch.

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 ****

RECEIVED

NOV 27 2023

REDWOOD COUNTY
AUDITOR - TREAS

2024 BID FORM

REDWOOD COUNTY OFFICIAL NEWSPAPER

Redwood County Commissioners:

In response to your request for submission, I, on behalf of: Redwood Gazette

do hereby offer to print the legal notices described in the accompanying invitation to bid in accordance with the specifications set forth at a rate per column inch of:

at \$ 11.83 ^{which} is current price _{also}

Line length (width of column) in picas 9 p2.56

Size of type to be used 8pt on 9pt leading

If bidder is awarded the contract, it will print the official notices at the rate bid herein for all of 2024 according to the specifications set forth in the invitation to bid and in this bid form.

Bidder certifies that they have 604 subscribers residing in Redwood County at the time this bid is submitted. This information will be used to provide the successful bidder with copies of the Redwood County Financial Statement for insertion as per the invitation to bid.

Sharon Fattle
Signature of Bidder

NOV 21, 2023
Date



REQUEST FOR BOARD ACTION

Requested Board Date:	1/2/2024	Originating Dept.:	Administration
Preferred 2 nd Date:			
Discussion Item:	Presenter: Vicki		
Professional Service Agreement with Redwood Gazette	estimated time needed:	5 mins	
Board Action:	<input type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Agreement with Redwood Gazette to publish all legal notices.

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 ****

County of Redwood, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this ____ day of _____, 20____, by and between the County of Redwood, herein called the "County," and Cherry Road Media, a corporation registered and existing under the laws of the State of Minnesota, located at 222 S. 9th Street, Suite 450, Minneapolis, MN 55402, 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, Vendor shall be designated the newspaper for official publications for Redwood County, the County shall purchase said publication 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 the 2024 Official Redwood County Newspaper Invitation to Bid published December 6, 2023, and accepted by the Board of Commissioners as of _____.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from January 1, 2024 to December 31, 2024, 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 For services satisfactorily completed in accordance with this Contract, the County shall pay Vendor in accordance with the amounts specified in Vendor's submitted Bid Form.

F.1 INCREASE

F.1.1 No increases to the amount identified in Vendor's Bid Form will be allowed to the Vendor during the term of this Contract.

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 indicated in Vendors Bid Form.

H.1 GUARANTEE

- H.1.1 Vendor further agrees to guarantee all services 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 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, 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 UNAVOIDABLE CIRCUMSTANCES

- J.1.1 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.

K.1 RIGHT TO TERMINATE

- K.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 bid specifications, or to the reasonable satisfaction of County, upon notification to Vendor.

L.1 ASSIGNMENT

- L.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, 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.

M.1 INDEMNIFICATION

- M.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, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

N.1 COMPLIANCE WITH LAWS

N.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.

O.1 RECORDS AUDITING AND RETENTION

O.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.

P.1 WAIVER

P.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.

Q.1 MODIFICATIONS/AMENDMENT

Q.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.

R.1 SEVERABILITY

R.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.

S.1 FINAL AGREEMENT

S.1.1 This Contract, including the 2024 Official Record County Newspaper Invitation to Bid published December 6, 2023 and Vendor's Bid Form

response are 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.

T.1 EXECUTION

T.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 _____, _____.

CHERRYROAD MEDIA INC.

COUNTY OF REDWOOD

By: _____
Its _____

By: _____
James Salfer, Board Chair

By: _____
Vicki Kletscher, County Administrator

APPROVED AS TO FORM

By:  12.21.2023
County Attorney



REQUEST FOR BOARD ACTION

Requested Board Date:	12-26-23	Originating Dept.:	Administration
Preferred 2 nd Date:	1-2-23		
Discussion Item:		Presenter:	Vicki Kletscher
Resolution Designating Redwood Gazette as Official Newspaper		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:

Adopt Resolution designating Redwood Gazette as official newspaper for 2024.

Background Information:

Minnesota Statute 331A required the County to annually designate its official newspaper for publications.

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

RESOLVED, THAT THE Redwood Gazette, a legal newspaper printed and published in the City of Redwood Falls, Redwood County, Minnesota, be and the same is hereby designated by the Board of County Commissioners of said Redwood County, Minnesota as the newspaper in which the notice and list of real estate remaining delinquent on the first working day of January 2024 shall be published.

RESOLVED FURTHER, THAT THE said Redwood County, Minnesota enter into a contract with the Redwood Gazette to print and publish as provided by law that said list of delinquent taxes at a compensation rate allowed by Section 331A of the Statutes of the State of Minnesota.

BE IT FURTHER RESOLVED, THAT THE Redwood Gazette be named the official newspaper of the County for the insertion of the annual financial statement and all printing of Commissioners' proceedings for 2024 for legal printing rates as prescribed by State Law.

STATE OF MINNESOTA

COUNTY OF REDWOOD

I, Vicki Kletscher, being the Administrator of Redwood County, Minnesota, do hereby certify that the above is a full, true, and correct copy of a Resolution duly adopted by the Board of Redwood County Commissioners on January 2, 2024.

Dated this 2nd day of January 2024.

Board 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:	1/2/2024	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K
2024 Redwood County Fee Schedule		estimated time needed:	5 min
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Adopt 2024 Redwood County Fee Schedule

Background Information:

Updated fees are highlighted for your information

The recorder's office has collected a total of \$842,495 in fees so far in 2023; \$1,010,559 in 2022; and \$919,993 in 2021. These fees are then split and paid out to the state and different funds within the county.

The total abstracting fees collected so far this year is \$81,207; for 2022 we collected \$89,911 and for 2021 \$81,045. As previously discussed, these fees are above and beyond our statutory requirements and all of the fee goes into the county's general fund. Therefore, in order to keep competitive with private industry, we will be increasing certain fees associated with abstracting.

We also have added two additional vital statistics fees – one for filing of ordinations and one for marriage certificate amendments. These fees have been discussed at our district meetings and all counties within the seventh district plan to charge these additional fees.

Supporting Documents: ☒ Attached ☐ None

County Attorney Reviewed Information: ☐ Completed ☐ In Progress ☒ Not applicable

Administrators Comments:

Reviewed by Administrator: ☒ Yes ☐ No

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

2023 COMMITTEE APPOINTMENTS

Forkrud
Salfer

Wakefield
Groebner

Van Hee

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

Commissioner Forkrud; Salfer as alternate.
Meets 4th Thursday of the month at 9am
Center for Regional Development – Slayton, MN
2023 Appropriation: \$37,992/yearly

Ag Society/Fairboard:

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

Aquatic Invasive Species Committee

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

Association of Minnesota Counties
(AMC Voting Delegates)

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

Meets for Annual Conference Dec. 3rd – 6th
AMC Legislative Conference March
AMC Leadership Conference Spring 2023
AMC Policy Committees September 2023
Appropriation: \$13,026/yearly

AMC District VIII Meetings:

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

AMC Policy Committees:

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

Area II Minnesota River Basin
Projects
Joint Powers

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

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

Cyber Security Committee:

Commissioner Salfer; Sheriff Jacobson, A/T Price, County Attorney Peterson, Paul Parsons, Brian Schulte, Matthew Luitjens, Katelyn Torgerson, Mark Cook, Jennifer Kaase, Administrator

Dead Coon Lake Outlet

Commissioner Groebner and Wakefield

Drug Court Steering Committee

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

Drug Task Force:
(Joint Powers)

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

Emergency Medical Services (EMS)
Board:

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

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

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

Human Rights Officers:

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

Insurance & Benefits Committee:

Commissioner Forkrud, Alternate Salfer; Administrator;
AFSCME-Courthouse, Amber Kleinhuizen, Denise Siegfried,
R & B: Robin Kokesch
LELS: B.J. Labat
R & B: TBD Matthew Guetter
Non-Union Employees: Peter Brown
Management Team: Auditor-Treasurer
Meets as needed

Judicial Ditch Committee:

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

Ditch Committee

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

Explore Southwest MN

Commissioner: Wakefield
Anne Johnson
Meets 2nd Tuesday every month at 2pm via Zoom or at the
SW Regional Development Commission Office in Slayton

Law Library

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

Lower Sioux Community Planning:

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

Marketing Committee

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

MN Rural Counties Caucus

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

MN Transportation Alliance:

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

MN Valley Regional Rail Authority:
(Joint Powers)

Commissioner Groebner Alternate Van Hee
Meets 3rd Wednesdays at 9:30 a.m.
Odd months – Sibley County Courthouse;
Even months – Redwood County Government Center
Contact: RADC 507-637-4084, McKenzie Fischer
Mvrraa19@gmail.com

Opioid Settlement Committee

Commissioner: Wakefield

Ordinance Task Force

Commissioner: Forkrud
Planning Commission Member: Mike Scheffler; Planning &
Zoning Administrator Jeanette Pidde;
Auditor/Treasurer: Jean Price
Solid Waste Administrator: Jon Mitchell

Personnel Sub-Committee:

Salfer and Forkrud
Administrator; HR Coordinator
Meets as needed

Plum Creek Parks Committee

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

Planning & Zoning Commission:

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

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

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

Primewest

Commissioner Van Hee Alternate: Forkrud
Meets: First Thursday every month

Meets in Alexandria, MN 11:30 a.m. – 3:00 p.m.

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

One Watershed, One Plan

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

Redwood County Collaborative:
(Joint Powers)

Commissioner **Salfer**; **Wakefield** as alternate
Meets yearly

Redwood County EDA Committee:

(May serve three 3-Year terms)

Commissioners **VACANT** – 2024-2025-2026 (1st Term)
Van Hee – 2023-2024-2025 (3rd Term)
EDA Coordinator
1st District: Jacob Jenniges (3rd Term): 2023-2024-2025
2nd District: Ed Cohrs (3rd Term): 2024-2025-2026
3rd District: Shawn Guetter (1st Term): 2023-2024-2025
4th District Sarah Kuglin (3rd Term) 2024-2025-2026
5th District: Jeff Manthei (1st Term): 2022-2023-2024
At Large: Kristi Larson (1st Term): 2023-2024-2025
At Large: Stacey Heiling (2nd Term): 2023-2024-2025
2nd Wednesday every other month (odd months) at 9am at the
Government Center, and even months via Zoom

Redwood County Historical Society
Board and Friends of Gilfillan:

Commissioner **Groeber**; **Forkrud** as alternate.
Hist. Society meets 3rd Tuesday of the month in the evening.
Friends of Gilfillan -meets 4th Thursday of the month March-
November at Gilfillan
Redwood Falls Library
Appropriation: \$20,000/yearly

Redwood County Water Plan
Advisory Board

Commissioner **Groeber** and **Wakefield**
Contact: Nick Brozek (Soil and Water)
Usually meets 2x/year or so

Recycling Committees

Lyon County Regional Landfill:

Commissioner; **Groeber**; **Forkrud** as alternate;
RRRSA Executive Director; Redwood County Solid Waste
Administrator
Meets in Marshall 1x/year

Lyon County Regional Landfill:
(Annual Meeting)

All five Commissioners
Redwood County Solid Waste Administrator
RRRSA Executive Director

Redwood/Renville Regional Solid
Waste Joint Powers:

Commissioner Groebner; Commissioner Forkrud
Salfer as alternate.

Redwood County Representative: William Lightfoot

At Large Member: Dr. Steven Medrud

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

Rural MN Energy Board:

Commissioner Groebner; Commissioner Wakefield; as
alternate.

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

www.rmeb.org for meeting dates; Annette Fiedler

Appropriation: \$2,500.00/yearly

(Joint Powers)

Solid Waste Subcommittee:

Commissioners Groebner & Forkrud
Salfer as alternate

RRRSWA Executive Director/Redwood Cty. Solid Waste
Administrator

Meets as needed

Southwest Regional Solid Waste :
Commission:

(Joint Powers)

Commissioner Groebner; Alternate: Wakefield –
RRRSWA Executive Director: Jon Mitchell.

Contact: SRDC Office, 507-836-1633 – Rosemary Bruce-
White

Qtly Meetings in the am at 2401 Broadway Ave., Slayton

Redwood Soil & Water Conservation
District – Liaison Committee

Commissioner Groebner & Forkrud

Soil & Water Board Members: Joe Plaetz, Jeff Potter

Environmental Director

County Administrator

Meets: As needed

Redwood Soil & Water Conservation
Board

Commissioner: Groebner; Alternate: Forkrud

Meets the 2nd Wednesday of every month in the AM

Safety Committee:

Commissioner Salfer and Forkrud; Groebner as alternate

Safety Coordinator: Peter Brown;

Safety Technician: Shelly Koenig

R & B - Jerry Jenniges; Jeff Bommersbach as

Alternate;

Maintenance-Loren Gewerth

Sheriff – Joel Bill

CH/Government Center-Jim Sandgren

Meets 4x/year

Southern MN Tourism Association:

Chamber Director; Commissioner Forkrud

Meetings in various sites quarterly

Contact: Mankato Office, 507-389-2683.

Anne Johnson, Chamber Director
Appropriation: \$772.00/yearly

Southern Prairie Community Care:

Commissioner **Van Hee**; Alternate **Salfer**
Meets 4th Friday every month (9:30-12:30pm)
At Redwood Falls MN West Room
Toni.lecy@southernprairie.org

SMAMHC (SW MN Adult Mental Health Consortium Executive Commission Board:
(Joint Powers 18 Counties)

Commissioner **Salfer**; Alternate **Wakefield**
Meets annually in October
Consortium meets 3rd Friday monthly. (attended by SWHHS)
Marshall

Southwest Health & Human Services:

Commissioners **Salfer** & **Wakefield** (**Van Hee** as alternate)
Public Health Lay-person: Maydra Maas
Meets third Wednesday of the month at 9:00 a.m. at the
Gov't Center in Marshall.
Monica.christianson@swhhs.com

SW MN Private Industry Council
Chief Elected Officials Board:
(Joint Powers)

Commissioner **Wakefield**; **Salfer** as alternate.
Meets Qtrly. at 2pm
Contact: Marshall Office, 507-476-4060. Carrie Bendix
cbendix@swmnpic.org
Lyon County Government Center
Appropriation: \$3,440/yearly

SW Regional Development Commission:
(Joint Powers)

Commissioner **Van Hee**; **Salfer** as alternate.
2nd Thursday every month at 3:30pm. at SRDC Office in
Slayton. Contact: Slayton Office, 2401 Broadway Ave. #1
Rhonda Wynia; rwynia@swrdc.org (507) 836-8547

State Community Health Service
Advisory Board

Commissioner: **Salfer**
Representative for SWHHS
Meets Quarterly in March, June, Sept. and December
Contact is Carol Biren
Salfer is the representative for SWHHS and they pay his per diem

Supporting Hands Nurse Family Partnership

Commissioner; **Salfer**; **Forkrud** Alternate
Meets Quarterly – Carol Biren – SWHHS
Meeting Dates:
Kandiyohi HHS Building, Willmar

Tobacco Ordinance Hearing Panel:

Representative from SWHHS (5-18-21)

United Community Action
Board of Directors

Commissioner: **Van Hee**
Meets 4th Thursday of the month at 5:30 p.m. in Redwood

United Community Action
Partnership – Community Transit

Commissioner **Van Hee**
Meets quarterly on third Tuesday at 3:30 p.m.
164 East 2nd Street, Redwood Falls

(February, May, August and November)
Cathleen Amick (507) 637-2187

Wellness Your Way

Sierra Fluck, Michelle Koenig, Peter Brown,
Robin Kokesch, Chris Burchfield, Julie Zimmermann
Jeanne Prescott, Jenifer Manthei, Amy Serbus
Meets the 3rd Wednesday every month at 3:00 p.m.

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

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



REQUEST FOR BOARD ACTION

Requested Board Date: <u>12/12/2023</u>	Originating Dept.: <u>County Attorney</u>
Preferred 2 nd Date: <u>1.2.2024</u>	
Discussion Item: <u>Cannabis Ordinance</u>	Presenter: <u>Jenna</u>
	estimated time needed: <u>5 minutes</u>
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Proposed County Cannabis Ordinance review

Bring to the next meeting

Background Information:

Supporting Documents: ☒ Attached ☐ None

County Attorney Reviewed Information: ☒ Completed ☐ In Progress ☐ Not applicable

Administrators Comments:

No Action
Board to Review Jan. 2024

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
STATE OF MINNESOTA**

ORDINANCE No.: X

**ORDINANCE REGULATING THE USE OF CANNABIS AND
CANNABIS DERIVED PRODUCTS
IN PUBLIC PLACES**

THE REDWOOD COUNTY COMMISSIONERS HEREBY ORDAIN AS FOLLOWS:

SECTION 1. PURPOSE, INTENT, AND STATUTORY AUTHORITY

1.1 Statement of Purpose and Intent.

This Ordinance is adopted by the Redwood County Commissioners for the purpose of protecting public health and safety in accordance with its statutory obligations by regulating the use of Cannabis and Cannabis Derived Products in public places and places of public accommodation within Redwood County.

1.2 Statutory Authority.

By enacting 2023 Session Law, Chapter 63, H. F. No. 100 the Minnesota Legislature passed the adult-use cannabis bill, hereinafter "Session Law". As of August 1, 2023, the Session Law legalized adult use, possession, and personal growth of cannabis under certain parameters.

The Session Law authorizes adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis. See Session Law, Article 4, Sec. 19, Minn. Stat. 152.0263, Subd. 5, or successor statute.

The Local Public Health Act, Minn. Stat. 145A.01 through 145A.17, requires the governing body of a county to provide community health services. To further this obligation, Minn. Stat. 145A.05, subd. 1 authorizes adoption of ordinances to regulate actual or potential threats to public health.

Minn. Stat. 144.417, subd. 4 authorizes enforcement of local government ordinances which are more stringent than state law in protecting individuals from secondhand smoke or from involuntary exposure to aerosol or vapor from electronic delivery devices.

This Ordinance is enacted pursuant to and incorporates the following: Session Law; Session Law, Article 1, Sec. 1 Minn. Stat. 342.01; Session Law, Article 1, Sec. 9 Minn. Stat. 342.09 Subd. 1(b) or successor statute; Session Law, Article 4, Sec. 19 Minn. Stat. 152.0263, Subd. 5, or successor statute; Minn. Stat. 145A; and Minn. Stat. 144.417, subd. 4, or successor statute.

SECTION 2. DEFINITIONS

For purposes of this ordinance, the terms in this section have the meanings given them.

2.1 Adult-use cannabis flower. "Adult-use cannabis flower" means cannabis flower that is approved for sale by the office or is substantially similar to a product approved by the office.

Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hemp-derived consumer products.

2.2 Adult-use cannabis products. "Adult-use cannabis products" means a cannabis product that is approved for sale by the office or is substantially similar to a product approved by the office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles.

2.3 Artificially derived cannabinoid. "Artificially derived cannabinoid" means a cannabinoid extracted from a cannabis plant, cannabis flower, hemp plant, or hemp plant parts with a chemical makeup that is changed after extraction to create a different cannabinoid or other chemical compound by applying a catalyst other than heat or light. Artificially derived cannabinoid includes but is not limited to any tetrahydrocannabinol created from cannabidiol but does not include cannabis concentrate, cannabis products, hemp concentrate, lower-potency hemp edibles, or hemp-derived consumer products.

2.4 Cannabinoid. "Cannabinoid" means any of the chemical constituents of hemp plants or cannabis plants that are naturally occurring, biologically active, and act on the cannabinoid receptors of the brain. Cannabinoid includes but is not limited to tetrahydrocannabinol and cannabidiol.

2.5 Cannabis concentrate. "Cannabis concentrate" means:

- (1) the extracts and resins of a cannabis plant or cannabis flower;
- (2) the extracts or resins of a cannabis plant or cannabis flower that are refined to increase the presence of targeted cannabinoids; or
- (3) a product that is produced by refining extracts or resins of a cannabis plant or cannabis flower and is intended to be consumed by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product.
- (4) Cannabis concentrate does not include hemp concentrate, artificially derived cannabinoid, or hemp-derived consumer products.

2.6 Cannabis flower. "Cannabis flower" means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

2.7 Cannabis plant. "Cannabis plant" means all parts of the plant of the genus Cannabis that is growing or has not been harvested and has a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent on a dry weight basis.

2.8 Cannabis product. "Cannabis product" means any of the following:

- (1) cannabis concentrate;

(2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or

(3) any other product that contains cannabis concentrate.

(4) Cannabis product includes adult-use cannabis products, including but not limited to edible cannabis products and medical cannabinoid products. Cannabis product does not include cannabis flower, artificially derived cannabinoid, lower-potency hemp edibles, hemp-derived consumer products, or hemp-derived topical products.

2.9 Cannabis seed. "Cannabis seed" means the viable seed of the plant of the genus Cannabis that is reasonably expected to grow into a cannabis plant. Cannabis seed does not include hemp seed.

2.10 Division of Medical Cannabis. "Division of Medical Cannabis" means a division housed in the Office of Cannabis Management that operates the medical cannabis program.

2.11 Edible cannabis product. "Edible cannabis product" means any product that is intended to be eaten or consumed as a beverage by humans; contains a cannabinoid other than an artificially derived cannabinoid in combination with food ingredients; is not a drug; and is a type of product approved for sale by the office, or is substantially similar to a product approved by the office including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods. Edible cannabis product does not include lower-potency hemp edibles.

2.12 Hemp concentrate. "Hemp concentrate" means:

(1) the extracts and resins of a hemp plant or hemp plant parts;

(2) the extracts or resins of a hemp plant or hemp plant parts that are refined to increase the presence of targeted cannabinoids; or

(3) a product that is produced by refining extracts or resins of a hemp plant or hemp plant parts and is intended to be consumed by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product.

(4) Hemp concentrate does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived consumer products, or hemp-derived topical products.

2.13 Hemp derived consumer products.

(1) "Hemp derived consumer products" means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:

(i) contains or consists of hemp plant parts; or

(ii) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.

(2) Hemp-derived consumer products does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived topical products, hemp fiber products, or hemp grain.

2.14 Hemp-derived topical product. "Hemp-derived topical product" means a product intended for human or animal consumption that contains hemp concentrate, is intended for application externally to a part of the body of a human or animal, and does not contain cannabis flower or cannabis concentrate.

2.15 Hemp fiber product. "Hemp fiber product" means an intermediate or finished product made from the fiber of hemp plant parts that is not intended for human or animal consumption. Hemp fiber product includes but is not limited to cordage, paper, fuel, textiles, bedding, insulation, construction materials, compost materials, and industrial materials.

2.16 Hemp grain. "Hemp grain" means the harvested seeds of the hemp plant intended for consumption as a food or part of a food product. Hemp grain includes oils pressed or extracted from harvested hemp seeds.

2.17 Hemp plant. "Hemp plant" means all parts of the plant of the genus Cannabis that is growing or has not been harvested and has a delta-9 tetrahydrocannabinol concentration of no more than 0.3 percent on a dry weight basis.

2.18 Hemp plant parts. "Hemp plant parts" means any part of the harvested hemp plant, including the flower, bud, leaves, stems, and stalk, but does not include derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers that are separated from the plant. Hemp plant parts does not include hemp fiber products, hemp grain, or hemp seed.

2.19 Hemp seed. "Hemp seed" means the viable seed of the plant of the genus Cannabis that is intended to be planted and is reasonably expected to grow into a hemp plant. Hemp seed does not include cannabis seed or hemp grain.

2.20 Lower-potency hemp edible. A "lower-potency hemp edible" means any product that:

- (1) is intended to be eaten or consumed as a beverage by humans;
- (2) contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;
- (3) is not a drug;
- (4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol, or any combination of those cannabinoids that does not exceed the identified amounts;
- (5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;
- (6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;
- (7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and

(8) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

2.21 Medical cannabis business. "Medical cannabis business" means an entity licensed by the Office to engage in one or more of the following:

- (1) the cultivation of cannabis plants for medical cannabis flower;
- (2) the manufacture of medical cannabinoid products; and
- (3) the retail sale of medical cannabis flower and medical cannabinoid products.

2.22 Medical cannabis flower. "Medical cannabis flower" means cannabis flower provided to a patient enrolled in the registry program; a registered designated caregiver; or a parent, legal guardian, or spouse of an enrolled patient by a cannabis retailer or medical cannabis business to treat or alleviate the symptoms of a qualifying medical condition. Medical cannabis flower does not include adult-use cannabis flower.

2.23 Medical cannabinoid product. "Medical cannabinoid product" means a product that:

- (1) consists of or contains cannabis concentrate or hemp concentrate or is infused with cannabinoids, including but not limited to artificially derived cannabinoids;
- (2) is provided to a patient enrolled in the registry program; a registered designated caregiver; or a parent, legal guardian, or spouse of an enrolled patient, by a cannabis retailer or medical cannabis retailer to treat or alleviate the symptoms of a qualifying medical condition.
- (3) A medical cannabinoid product must be in the form of:
 - (1) liquid, including but not limited to oil;
 - (2) pill;
 - (3) liquid or oil for use with a vaporized delivery method;
 - (4) water-soluble cannabinoid multiparticulate, including granules, powder, and sprinkles;
 - (5) orally dissolvable product, including lozenges, gum, mints, buccal tablets, and sublingual tablets;
 - (6) edible products in the form of gummies and chews;
 - (7) topical formulation; or
 - (8) any allowable form or delivery method approved by the office.

(4) Medical cannabinoid product does not include adult-use cannabis products or hemp-derived consumer products.

2.24 Medical cannabis flower. "Medical cannabis flower" means cannabis flower provided to a patient enrolled in the registry program; a registered designated caregiver; or a parent, legal guardian, or spouse of an enrolled patient by a cannabis retailer or medical cannabis business to treat or alleviate the symptoms of a qualifying medical condition. Medical cannabis flower does not include adult-use cannabis flower.

2.25 Medical cannabis paraphernalia. "Medical cannabis paraphernalia" means a delivery device, related supply, or educational material used by a patient enrolled in the registry program to administer medical cannabis and medical cannabinoid products.

2.26 Office. "Office" means the Office of Cannabis Management.

2.27 Patient. "Patient" means a Minnesota resident who has been diagnosed with a qualifying medical condition by a health care practitioner and who has met all other requirements for patients under this chapter to participate in the registry program.

2.28 Public place. A "public place" means a public park or trail, public recreation area, public street or sidewalk, any publicly owned property, and any enclosed area used by the general public, including but not limited to theaters; restaurants; bars; food establishments and their outdoor curtilage; places licensed to sell intoxicating liquor, wine, or malt beverages; retail businesses; gyms; common areas in buildings; public shopping areas; auditoriums; arenas; or other places of public accommodation.

2.29 Place of public accommodation. "Place of public accommodation" means a business, any form of public transportation, or any refreshment, entertainment, or recreation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.

2.30 Exceptions to public place or place of public accommodation. Public Place and Place of Public Accommodation do not include the following:

1. a private residence, including the individual's curtilage or yard.
2. a private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or
3. the premises of an establishment or event licensed to permit on-site consumption.

2.31 Qualifying medical condition. "Qualifying medical condition" means a diagnosis of any of the following conditions:

- (1) Alzheimer's disease;
- (2) autism spectrum disorder that meets the requirements of the fifth edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association;

- (3) cancer, if the underlying condition or treatment produces one or more of the following:
 - (i) severe or chronic pain;
 - (ii) nausea or severe vomiting; or
 - (iii) cachexia or severe wasting;
- (4) chronic motor or vocal tic disorder;
- (5) chronic pain;
- (6) glaucoma;
- (7) human immunodeficiency virus or acquired immune deficiency syndrome;
- (8) intractable pain as defined in Minn. Stat. 152.125, subdivision 1, paragraph (c);
- (9) obstructive sleep apnea;
- (10) post-traumatic stress disorder;
- (11) Tourette's syndrome;
- (12) amyotrophic lateral sclerosis;
- (13) seizures, including those characteristic of epilepsy;
- (14) severe and persistent muscle spasms, including those characteristic of multiple sclerosis;
- (15) inflammatory bowel disease, including Crohn's disease;
- (16) irritable bowel syndrome;
- (17) obsessive-compulsive disorder;
- (18) sickle cell disease;
- (19) terminal illness, with a probable life expectancy of under one year, if the illness or its treatment produces one or more of the following:
 - (i) severe or chronic pain;
 - (ii) nausea or severe vomiting; or
 - (iii) cachexia or severe wasting; or
- (20) any other medical condition or its treatment approved by the office.

2.32 Registered designated caregiver. "Registered designated caregiver" means an individual who:

- (1) is at least 18 years old;
- (2) is not disqualified for a criminal offense according to rules adopted pursuant to Minn. Stat. 342.15, subdivision 2;
- (3) has been approved by the Division of Medical Cannabis to assist a patient with obtaining medical cannabis flower and medical cannabinoid products from a cannabis retailer or medical cannabis retailer and with administering medical cannabis flower and medical cannabinoid products; and
- (4) is authorized by the Division of Medical Cannabis to assist a patient with the use of medical cannabis flower and medical cannabinoid products.

2.33 Registry or registry program. "Registry" or "registry program" means the patient registry established under this chapter listing patients authorized to obtain medical cannabis flower, medical cannabinoid products, and medical cannabis paraphernalia from cannabis retailers and medical cannabis retailers and administer medical cannabis flower and medical cannabinoid products.

2.34 Smoking. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

SECTION 3. JURISDICTION

This Ordinance shall be applicable within the legal boundaries of the County with the exception of those cities or townships that have adopted their own ordinance establishing standards for public use of cannabis within their jurisdiction. It is the intention of this Ordinance that a properly enacted city or township ordinance shall supersede and preempt this ordinance within its jurisdiction.

SECTION 4. PROHIBITED ACTS

Subd. 1. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless an exception as stated in Section 2.30 of this Ordinance applies.

Subd. 2. No person shall vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor.

SECTION 5. PENALTY

Subd. 1. Criminal Penalty. A violation of this ordinance shall be a petty misdemeanor punishable by a fine of up to \$300. Nothing in this ordinance shall prohibit the United States, the State of Minnesota, or the County from investigating or prosecuting any other activity that is a crime under any other federal or state statute or county ordinance.

SECTION 6. SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

SECTION 6. EFFECTIVE DATE

This ordinance shall be in full force and effect immediately from and after its passage and publication as required by law.

ADOPTED by the Redwood County Board of Commissioners this _____ day of _____, 2023.

James Salfer, Redwood County Board Chair

Attest: _____