

**AGENDA**  
**REDWOOD COUNTY BOARD OF COMMISSIONERS**

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

TUESDAY APRIL 5, 2022

COMMISSIONERS ROOM, GOVERNMENT CENTER  
REDWOOD FALLS, MINNESOTA

---

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

**8:30 a.m.**

- Call to Order; Pledge of Allegiance
- Open Forum
- Review and approve April 5<sup>th</sup> meeting agenda
- Identification of Conflict of Interest
- Review and approve Consent Agenda:
  - March 15<sup>th</sup> minutes
  - Bills

**8:30 a.m.**

- **CARBON PIPELINE MN**  
Peg Urshong

**8:45 a.m.**

- **ENVIRONMENTAL**  
Scott Wold
  - 1) Agreement for Professional Services with Toltz, King, Duvall, Anderson and Associates
  - 2) Plum Creek Farmland Lease Agreement

**8:55 a.m.**

- **REDWOOD COUNTY DITCH AUTHORITY**
  - 1) Petition for Re-route CD #48 filed by Carlson McCain O/B/O Kwik Trip
  - 2) Set Public Hearing for Petition to Outlet into CD #52, Lateral 87 for May 3, 2022 at 10:00 a.m.
  - 3) Adopt Findings and Order for CD #20
  - 4) Adopt Findings and Order for CD #52
  - 5) Adopt Findings and Order for CD #64
  - 6) Appoint Ditch Viewers for CD #39, 43, 50, 51 and 53
  - 7) Appoint Ditch Viewers for CD #25, 29, 30 and 32

**9:10 a.m.**

- **JOINT DITCH AUTHORITY – LYON COUNTY AND REDWOOD COUNTY**  
JD #22 R & L – Conference Call
  - 1) Redetermination of Benefits for Judicial Ditch #22
  - 2) Appoint Ditch Viewers for JD #22
  - 3) Adopt Findings and Order for JD #22

**9:30 a.m.**

- **BREAK**

**9:45 a.m.**

➤ **AUDITOR-TREASURER**

Jean Price

- 1) 2022 Help America Vote Act (HAVA) Grant Agreement

**9:50 a.m.**

➤ **TECHNOLOGY**

Paul Parsons

- 1) Agreement for Professional Services between Redwood County and Voyant
- 2) Award Justice Center and Law Enforcement Center Camera System
- 3) Agreement for Professional Services for Justice Center and Law Enforcement Center Camera System (pending award and County Attorney approval)
- 4) Award Door Access Control System for Justice Center
- 5) Agreement for Professional Services for Door Access Control System for Justice Center (pending County Attorney approval)

*Personnel Action Items:*

- 1) *AFSCME Healthcare Savings Plan (paperwork pending)*
- 2) *Request to Promote*

**10:00 a.m.**

➤ **WOLD ARCHITECTS AND CONTEGRITY GROUP**

John McNamara and Larry Filippi

**10:30 a.m.**

➤ **ROAD AND BRIDGE**

Anthony Sellner

- 1) Authorization to Pay Bills
- 2) Award Bid for SAP 064-598-027, SAP 064-598-028, SAP 064-598-029, SAP 064-607-048 and SAP 064-608-029, Bridge Replacement Projects
- 3) Authorize Board Chair and Administrator to Sign Construction Contract for SAP 064-598-027, SAP 064-598-028, SAP 064-598-029, SAP 064-607-048 and SAP 064-608-029 with Low Bidder
- 4) Resolution to Accept Local Bridge Replacement Bonds for SAP 064-607-048, CSAH 7, Bridge 89812
- 5) State of Minnesota Local Bridge Replacement Program Grant Agreement #1049105 for SAP 064-607-048 (pending County Attorney approval)
- 6) Resolution Authorizing Agreement to the State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions for SAP 064-598-027, SAP 064-598-028 and SAP 064-598-029
- 7) State of Minnesota Local Bridge Replacement Program Grant Agreement #1049272 for SAP 064-598-027, SAP 064-598-028 and SAP 064-598-029 (pending County Attorney approval)
- 8) Resolution Authorizing Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions for SAP 064-608-029
- 9) State of Minnesota Local Bridge Replacement Program Grant Agreement #1049299 for SAP 064-608-029 (pending County Attorney approval)
- 10) Construction and Maintenance Cooperative Agreement Between City of Clements and Redwood County
- 11) Award Bid for CSAH 1 Reconstruction in Clements, SAP 064-601-017

- 12) Authorize Board Chair and Administrator to Sign Contract for CSAH 1 Reconstruction in Clements, SAP 064-601-017 with Low Bidder
- 13) Resolution Authorizing Grant Agreement to State Transportation Fund Local Road Improvement Program Grant Terms and Conditions for SAP 064-601-017
- 14) Local Road Improvement Program Grant Agreement #1049774, SAP 064-601-017
- 15) Authorization to Advertise for Wabasso Cedar Street, SAP 064-594-003
- 16) Authorize Purchase of Pneumatic Tire Roller
- 17) Authorize Purchase of a Push Blade Attachment
- 18) Authorize Purchase of a Snowblower Attachment
- 19) Resolution to Support a Gas Tax Increase
- 20) Resolution Supporting Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to Reconstruct CSAH @

**12:00 p.m.**

➤ **ADMINISTRATOR**

- 1) Resolution to Appoint Veteran Service Officer
- 2) Oath of Office for Veteran Service Officer
- 3) Authorize County Credit Card for Veteran Service Officer
- 4) Authorize Change Order for Schmidt Construction
- 5) Acknowledge Change Orders for Justice Center Project
- 6) Set Passport Photo Fee in Redwood County Fee Schedule

**Commissioner Items:**

- 1) Summit Carbon Solutions Open House – April 6<sup>th</sup> – 7<sup>th</sup>

Commissioners' Reports

**\*\*OPEN FORUM\*\***

OPEN FORUM PROCEDURES

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

**ADJOURN**

**OFFICIAL NOTICES/ UPCOMING MEETINGS**

April 5<sup>th</sup> – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,  
Board Room

April 6<sup>th</sup> – 10:00 a.m. – Judicial Ditch #15 Redwood & Lyon County – Final Hearing for Redetermination  
of Benefits- Lyon County Commissioner’s Room

11:00 a.m. – Judicial Ditch #15 Redwood & Lyon County – Final Hearing on Proposed  
Improvement

April 6<sup>th</sup> – 5:30 p.m. – 7:30 p.m. – Summit Carbon Solutions Open House – Redwood Falls Community  
Center

April 19<sup>th</sup> – 8:30 a.m. - Redwood County Board Meeting – Redwood County Government Center,  
Board Room

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

May 10<sup>th</sup> – 5:00 p.m. – LINC Graduation – Redwood Falls

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

May 17<sup>th</sup> – 5:00 p.m. – 7:00 p.m. – A.C.E. Volunteer Appreciation Event – St. Anne’s Catholic Church –  
Redwood Falls, MN

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

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

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

REDWOOD COUNTY, MINNESOTA

MARCH 15, 2022

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

Present for all or portions of the meeting were Commissioners Rick Wakefield, Jim Salfer, Dave Forkrud and Bob VanHee; County Administrator Vicki Kletscher, Human Resource Coordinator Peter Brown; Auditor-Treasurer Jean Price; Economic Development Coordinator Briana Mumme and Highway Engineer Anthony Sellner; Planning and Zoning Supervisor Nick Brozek; Environmental Director Scott Wold; Property Appraiser Kim Wee Sit; Accountant Rachel Woelfel; Recorder Joyce Anderson; Ditch Inspector Brent Lang, Ditch Technician Matthew Mumme; Human Resource Coordinator Peter Brown, Highwater Ethanol CEO Brian Kletscher, Jana Graney and Edith Graney. Commissioner Groebner was absent.

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

On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the March 15<sup>th</sup> revised agenda.

Chair Salfer asked the Board members to identify any areas for which they had a Conflict of Interest. Commissioner Wakefield identified a conflict in the abstract of bills.

**CONSENT AGENDA**

- On motion by Van Hee, second by Forkrud, and excluding the bills from Rick and Lori Wakefield in the amount of \$130.00 each, the Board voted unanimously to approve the consent agenda.
- On motion by Forkrud, second by Van Hee, with Wakefield abstaining due to a conflict of interest, the Board voted to approve the bills from Rick and Lori Wakefield in the amount of \$130.00 each.
  - March 1<sup>st</sup> minutes.
  - Payment of bills as follows:

General Fund	\$ 83,623.55
Ditch Fund	\$ 13,954.66
Building Fund	\$ 18,695.13
Insurance Fund	\$ 651.32
Soil and Water Fund	\$ 8,834.85

- **Bills exceeding \$2,000:** A.C.E. of SW MN \$15,973.50; Bjorklund Compensation Consultation \$8,500.00; Marco \$5,250.92; Morris Electronics \$12,905.00; MEND Correctional \$4,123.69; Redwood County Hwy. Department \$5,358.52; Tersteegs Holiday Market \$6,833.90; Maas Construction \$3,150.00; Frontier Precision \$6,795.90; Integrated Protection Systems \$13,491.90; WOLD Architects \$5,203.23; TNT Construction \$12,733.60; Great River Greening \$8,834.85.

### EMPLOYEE RECOGNITION

- The Board recognized Nick Brozek, Environmental Department, for 10 years of service to Redwood County.
- The Board recognized Kim Wee Sit, Assessor's Office, and Rachel Woelfel, Auditor/Treasurer's Office, to 5 years of service to Redwood County.

### AUDITOR/TREASURER

- On motion by Wakefield, second by Salfer, the Board voted unanimously to approve the following: Cash Balance Report, Investment Summary, Budget Reports and February Disbursements in the amount of \$1,412,436.39.
- Bills exceeding \$2,000.00: Great Plains Natural Gas \$5,950.52, \$3,787.74; Redwood Falls Public Utilities \$9,720.07, \$5,153.21; Paycom \$2,494.57; Preferred one \$2,285.10, \$34,239.39, \$9,619.29, \$4,152.31, \$33,115.55, \$9,962.15, \$6,136.25; Further \$8,559.46, \$8,359.46, \$5,019.36, \$2,070.98; BCBS of MN \$2,286.00; MN Dept. of Revenue \$37,168.98; Redwood County License Center \$2,732.60; \$2,771.06; Greg Anderson \$28,078.00; Bonnie Bloemke \$6,986.00; Ross Bloemke \$3,460.00; Heidi Fink \$4,856.50; Dan Herfurth \$2,934.00; Holli Hoffman \$4,856.50; Jensen Heiderscheidt \$14,064.00; Mark Nelsen \$6,786.00; Patrick Nelsen \$6,187.00; Edna Petersen %15,103.00; Kara Platz \$3,526.00; Alan Plotz \$6,654.00; Leo/Janet Plotz Trust \$9,780.00, \$9,780.00; Potter Enterprises \$9,647.00; Barbara Potter \$5,656.00; John Reiner \$3,859.00; Russel Rohlik \$6,254.00; Thorston Family Farms \$5,456.00; Roy Tindeland \$10,246.00; Tim Vogel \$7,385.00; RT Anderson \$7,053.00; Fred Dauer Jr. Living Trust \$4,823.50; Kenneth Hemmingsen \$13,439.00; Karen Kuritz Family Trust \$8,916.00; James Nelson Trust \$7,018.50; Phyliss Nelsen Trust \$7,018.50; Kyle Reiner \$16,167.00; Delta Dental \$4,243.63; Joyce & David McConville \$6,996.00; Redwood County Auditor/Treasurer \$14,399.00; Sun Life Financial \$2,399.75; Blackstrap Inc. \$2,104.07; Brookville Twp. \$37,468.29; Charlestown Twp. \$32,297.09; Delhi Twp. \$39,953.42; Gales Twp. \$29,419.63; Granite Rock Twp. \$38,373.90; Honner Twp. \$6,884.06; Johnsonville Twp. \$31,200.00; Kintire Twp. \$32,377.25; Lambertton Twp. \$30,032.21; Morgan Twp. \$40,537.87; New Avon Twp. \$38,414.30; North Hero Twp. \$32,426.11; Paxton Twp. \$74,859.42; Redwood Falls Twp. \$28,701.50; Sheridan Twp. \$33,252.03; Sherman Twp. \$40,776.07; Springdale Twp. \$34,686.49; Sundown Township \$33,055.00; Swede's Forest Twp. \$17,253.00; Three Lakes Twp. \$35,443.30; Underwood Twp. \$34,245.77; Vail Twp. \$35,423.33; Vesta Twp. 34,905.00; Waterbury Twp. 32,089.73; Westline Twp. \$31,684.84; Willow Lake Twp. \$36,767.39; Bolton & Menk \$4,736.00; Zimmermann Maintenance \$8,290.26; Great Plains Natural Gas \$3,598.34.

**HIGHWATER ETHANOL – SUMMIT CARBON SOLUTIONS**

- Kletscher presented a project that Summit Carbon Solutions is proposing in Redwood County including Highwater Ethanol to capture CO2 produced from their fermentation process that will be transferred in a pipeline underground to North Dakota. Kletscher requested Minnesota Rural Energy Board to act as the responsible government unit for the Environmental Assessment Worksheet as well as having Minnesota Rural Energy Board taking on the role allows all aspects of the project to be considered at once and doesn't place the responsibility on any one county to act in this capacity.

**ROAD AND BRIDGE**

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to award Bid #22-2 for SAP 064-599-113, SAP 064-599-117 and SAP 064-599-120 Bridge Replacement Projects to Everstrong in the amount of \$1,784,706.60.

## All Bids Received

Company	Bid Amount
Everstrong Construction	\$ 1,784,706.60
Structural Specialties	\$ 1,971,418.21
M & K Bridge Construction	\$ 2,073,078.88
Minnowa Construction	\$ 2,197,929.50
Duininck, Inc.	\$ 4,304,779.38

- On motion by Van Hee, second by Forkrud, the Board voted unanimously to authorize the Board Chair and Administrator to sign the contracts with Everstrong for SAP 064-599-113, SAP 064-599-117 and SAP 064-599-120 Bridge Replacement Projects.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to award Bid #22-5 for SAP 064-030-017 Seal Coating Project to Morris Sealcoat & Trucking, Inc. in the amount of \$991,634.30.

## All Bids Received

Company	Bid Amount
Morris Sealcoat & Trucking, Inc.	\$ 991,634.30
Asphalt Surface Technologies Corp.	\$1,020,721.87
Allied Blacktop Company	\$1,029,051.35
Pearson Bros., Inc.	\$1,166,492.70

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to authorize the Board Chair and Administrator to sign the contracts with Morris Sealcoat & Trucking for SAP 064-030-017 Seal Coating Project.
- On motion by Wakefield, second by Forkrud, the Board voted unanimously to purchase a Felling Trailer from Titan Machinery in the amount of \$42,886.76 off State Contract #T-603-206478 less shipping costs of \$975.00, for a total purchase price of \$41,911.76. The trailer will be picked up by the Highway Department.

## All Bids Received

Company	Bid Amount
Titan Machinery	\$42,886.76 less shipping = total \$41,911.76
Ziegler Cat	\$58,319.40

**ECONOMIC DEVELOPMENT**

- On motion by Wakefield, second by Salfer, the Board voted unanimously the authorization to publish the Request for Proposal, with an amendment to the Step One, Discovery Phase, to conduct strategic planning for the Economic Development Authority.
- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the Agreement for Professional Services Agreement with Nationwide CLBC, LLC dba CCG Consulting pending County Attorney approval.
- On motion by Van Hee, second by Forkrud, the Board voted unanimously the authorization to solicit bids for an Environmental Study as required by the CDBG-CV Program for the deployment of the fiber to the premise broadband project in the City of Sanborn and Charlestown Township.

**REDWOOD COUNTY DITCH AUTHORITY  
PUBLIC HEARING FOR CD #64**

- At 10:00 a.m., the Board entered into Redwood County Ditch Authority for a Public Hearing for CD #64. Present from Redwood County were Commissioners Salfer, Van Hee, Forkrud and Wakefield, Administrator Kletscher and Environmental Director Scott Wold, Ditch Inspector Brent Lang, Ditch Technician Matthew Mumme, Administrative Assistant Heidi Wersal, Ditch Viewers John Schueller, Kevin Vickerman, Blake Garberich, Luke Olson, Landowners Roger Pabst, Dan & Mary Tauer, Tom Green, Ramona Kuehn and Daryl Kuehn.
- Chair Wakefield discussed the two reasons for the redetermination of benefits and consolidation of laterals for CD #64 are to bring in lands that are benefiting from the system, but are not paying benefits and to bring the value of the ditch system up to current dollar values.
- Wold presented the jurisdictional and notice documents. Wold noted that the affidavit of publication was not available at this time but provided the actual publication in the Redwood Gazette.
- Ditch Viewer Schueller presented the viewer's report.
- Wakefield opened the hearing for public comment. No public comments were offered.
- Wakefield closed the hearing for public comment.
- On motion by Salfer, second by Forkrud, the Board voted unanimously to approve the Viewer's Report for the Redetermination of Benefits for CD #64 as presented.
- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve the Consolidation of CD #64 and all Laterals as it is consistent with the redetermination of benefits of the drainage systems and provides for the efficient administration of the drainage system and is fair and equitable.
- On motion by Salfer, second by Forkrud, the Board voted unanimously to set the repayment terms as presented.
- On motion by Van Hee, second by Salfer, the Board voted unanimously to direct Environmental Director Wold to draft the Findings and Order for CD #64.



- Chair Wakefield closed the Public Hearing for CD #64.

#### **PUBLIC HEARING FOR CD #52**

- At 10:31 a.m., the Board entered into Redwood County Ditch Authority for a Public Hearing for CD #52. Present from Redwood County were Commissioners Salfer, Van Hee, Forkrud and Wakefield, Administrator Kletscher and Environmental Director Scott Wold, Ditch Inspector Brent Lang, Ditch Technician Matthew Mumme, Administrative Assistant Heidi Wersal, Ditch Viewers John Thompson, Kendall Langseth and Robert Hansen, Keith Muetzel, Jim Weideman, Myron Jordan, Herb Panitzke, Doug Eiler, Larry Weidell and Fred Panitzke.
- Chair Wakefield discussed the two reasons for the redetermination of benefits for CD #52 are to bring in lands that are benefiting from the system, but are not paying benefits and to bring the value of the ditch system up to current dollar values.
- Wold presented the jurisdictional and notice documents. Wold noted that the affidavit of publication was not available at this time but provided the actual publication in the Redwood Gazette.
- Ditch Viewer Thompson presented the viewer's report.
- Wakefield opened the hearing for public comment. No public comments were offered.
- Wakefield closed the hearing for public comment.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve the Viewer's Report for the Redetermination of Benefits for CD #52 as presented.
- On motion by Salfer, second by Forkrud, the Board voted unanimously to set the repayment terms as presented.
- On motion by Salfer, second by Van Hee, the Board voted unanimously to direct Environmental Director to draft the Findings and Order for CD #52.
- Chair Wakefield closed the Public Hearing for CD #52 at 10:42 a.m.

#### **PUBLIC HEARING FOR CD #20**

- At 10:45 a.m., the Board entered into Redwood County Ditch Authority for a Public Hearing for CD #52. Present from Redwood County were Commissioners Salfer, Van Hee, Forkrud and Wakefield, Administrator Kletscher and Environmental Director Scott Wold, Ditch Inspector Brent Lang, Ditch Technician Matthew Mumme and Administrative Assistant Heidi Wersal.
- Chair Wakefield discussed the two reasons for the redetermination of benefits and consolidation of laterals for CD #20 are to bring in lands that are benefiting from the system, but are not paying benefits and to bring the value of the ditch system up to current dollar values.
- Wold presented the jurisdictional and notice documents. Wold noted that the affidavit of publication was not available at this time but provided the actual publication in the Redwood Gazette.
- Ditch Viewer Thompson presented the viewer's report.
- Wakefield opened the hearing for public comment. No one was present for public comment.
- Wakefield closed the hearing for public comments.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Viewer's Report for the Redetermination of Benefits for CD #20 as presented.

- On motion by Forkrud, second by Salfer, the Board voted unanimously to set the repayment terms as presented.
- On motion by Salfer, second by Forkrud, the Board voted unanimously to direct Environmental Director to draft the Findings and Order for CD #20.
- Chair Wakefield closed the Public Hearing for CD #20 at 10:50 a.m.

**JD #36 AND JD #33**

- On motion by Van Hee, second by Salfer, the Board voted unanimously to approve the bid documents for Phase 1 rip rap delivery and placement for JD #36 & JD #33.
- There being no further business, Chair Wakefield declared the Redwood County Ditch Authority adjourned at 10:51 a.m.

**RECONVENE**

- The Board reconvened into regular session at 10:51 a.m.

**ENVIRONMENTAL**

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

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

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

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

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

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

**WHEREAS**, the counties, soil and water conservation districts, and watershed districts within the Cottonwood River, Watershed #23, as delineated in the attached One Watershed, One Plan Suggested Boundary Map, have interest in developing a comprehensive watershed management plan for this area.

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

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

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

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to award the Plum Creek Expansion Planning to TKDA in the amount of \$17,863.00.

#### Other Bids Received

Company	Bid Amount
TKDA	\$17,863.00
Bolton & Menk	\$20,238.00
Stantec	\$21,738.00
WSB	\$22,525.00
Sambatek	\$24,515.00
LHB	\$24,780.00
Asakura Robinson	\$61,309.00

#### ADMINISTRATION

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to authorize the advertisement for bids for the demolition of the Courthouse and the Third Street House.
- On motion by Van Hee, second by Wakefield, in a roll-call vote with Van Hee, Wakefield, Forkrud and Salfer all voting aye, the Board voted to adopt the following resolution:

#### **RESOLUTION SUPPORTING OF HF 2821/SF2670 AND PUBLIC SAFETY INITIATIVE**

WHEREAS, The County of Redwood is writing in support of this important public safety initiative, HF 2821 / SF 2670.

WHEREAS, Effective radios are the backbone of public safety in the State of Minnesota. Our first responders, firefighters, and law enforcement personnel depend upon this ARMER system to effectively perform their jobs. Radios save lives and serve every constituent of the State of Minnesota.

WHEREAS, Radios that serve the ARMER system are outdated in many jurisdictions. They are costly to maintain and replace. In local government units, where budgets are tight, it is very difficult to plan for the costly process of replacing this critical infrastructure. Local government units would urge the state to fund a grant program that allows for the critical upgrade of radios. We would also encourage sustainable funding to support ongoing replacement costs.

WHEREAS, The cost to replace the aging radios is a direct impact on our local taxpayers. ARMER radios are critical to deploying resources, protecting property and life, and protecting our workers. However, they often get overlooked for replacement because there is no existing funding source.

WHEREAS, In Redwood County, there are 430 radios on the statewide ARMER system, most of these radios are used by our small rural emergency departments. There are 28 emergency services departments who serve Redwood County who rely on this interoperability. The radios allow for communication between all emergency services departments.

WHEREAS, Redwood County has aging radios on the ARMER system, making it extremely difficult to find radio parts or used parts to fix or maintain the subscriber units. Our emergency services departments rely on the ARMER radio system to provide the interoperability between the departments at the local, regional, State, and Federal levels. The replacement cost for the radios that are at the end of their life expectancy range from \$2,500 to \$4,800 each, not including the programming cost, additional equipment, or supplies required to add the radio onto the statewide radio system. That additional cost is approximately \$400 per radio.

NOW THEREFORE, BE IT RESOLVED, that Redwood County supports the HF 2821/SF 2670 and urges the importance of this public safety initiative.

- The Board reviewed the February 2022 Jail Population.

#### **Personnel**

- On motion by Forkrud, second by Van Hee, the Board voted unanimously to hire Benjamin Bauer as Full-Time Conservation Specialist at Grade 12, Step 1 of the AFSCME Scale at \$23.70/hour effective April 4, 2022.
- On motion by Wakefield, second by Van Hee, the Board voted unanimously to hire Roxanna Gutierrez as Full-Time Custody Officer on the 2022 LELS Custody Officer, Grade/Step 2 at \$20.93/hour effective March 16, 2022, due to experience.
- On motion by Forkrud, second by Wakefield, the Board voted unanimously to hire Josh Leach as Full-Time Highway Maintenance Specialist and Weed Sprayer on the 2022 Non-Union Salary Schedule at Step 1 at \$20.32/hour effective March 21, 2022.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to hire Roger Zollner as Full-Time Veterans Service Office on the 2022 Non-Union/Department Head Salary Schedule at Step 1 at \$25.59/hour effective March 21, 2022.

#### **COMMISSIONER REPORTS**

- The commissioners reported on meetings they attended:

Wakefield: RCRCA/Area II, Annual Township Meetings, Plum Creek Park Committee, Water Management Meeting, Lions Club Meeting in Lucan

Forkrud: Personnel Subcommittee, Redwood/Renville Regional Solid Waste Authority

Salfer: Personnel Subcommittee, Redwood/Renville Regional Solid Waste Authority, Economic Development Authority, Annual Township Meetings, Courthouse Walk Through

VanHee: Economic Development Authority, Prime West, Southwest Regional Development Commission, AMC Legislative Conference, Fair Board

**ADJOURN**

- There being no further business, Chair Salfer declared the meeting adjourned at 11:44 a.m.

Attest:

\_\_\_\_\_  
Vicki Kletscher  
County Administrator

\_\_\_\_\_  
Jim Salfer, Chair  
Board of County Commissioners

DRAFT

COMMISSIONERS ABSTRACT:

April 5, 2022

	Meals Payable	Salaries Payable	Accounts Payable	Credit Card
GENERAL FUND	\$14.73	\$200.00	\$135,216.96	\$8,938.67
BUILDING FUND			\$403,435.97	
DITCH FUND		\$50.00	\$58,466.43	
SOLID WASTE FUND		\$50.00	\$338.94	
SOIL & WATER			\$6,667.50	
FORFEITED TAX SALE				
DEBT SERVICE FUND			\$529.78	
HEALTH FUND				
PUBLIC HEALTH SERVICE				
R & B FUND				\$430.11
STATE REVENUE				
TAX & PENALTY				
INSURANCE			\$300.00	\$95.94
<b>TOTALS</b>	\$14.73	\$300.00	\$604,955.58	\$9,464.72

SALARIES PAYABLE					MEALS PAYABLE 182-3						
	(PERA YES) (PERA NO)	REVENUE 187-0 187-3	DITCH 15-611-182-0 15-611-190-3	SOLID WASTE 22-391-188-0 22-391-188-3	date	EMPLOYEE	# of	REVENUE	DITCH 15-611	SOLID WASTE 22-391	INSURANCE
David Forkrud #120	Y N	\$ 50.00		\$ 50.00	2.8.22	Jason Jacobson	1	\$14.73			
Dennis Groebner #118	Y N	\$ -	\$ -	\$ -							
Robert VanHee #119	Y N	\$ -	\$ -								
Jim Salfer #117	Y N	\$ -									
Rick Wakefield	Y N	\$ 150.00	\$ 50.00		2.2.22						
Jean Price #316	ext 01-602 Y N										
<b>TOTALS</b>		\$ 200.00	\$ 50.00	\$ 50.00				\$14.73	\$0.00	\$0.00	\$0.00

APPROVED AND ORDERED PAID BY ORDER OF THE BOARD OF REDWOOD COUNTY COMMISSIONERS ON THIS 5TH DAY OF APRIL 2022.

\_\_\_\_\_  
Chairperson  
Board of County Commissioners

RACHELW  
4/1/22 11:37AM

\*\*\* **Redwood County** \*\*\*



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

Page 1

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

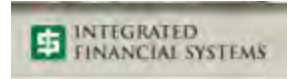
Explode Dist. Formulas?: Y

Paid on Behalf Of Name  
on Audit List?: N

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

Save Report Options?: N

\*\*\* Redwood County \*\*\*



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	DEPT			COMMISSIONERS			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
13	01-002-000-0000-6331		397.46	LODGING @ AMC CON - BV 03/01/2022 03/03/2022	28968447	MILEAGE	N
12	01-002-000-0000-6334		158.34	MEAL @ AMC CON - BV 03/02/2022 03/02/2022	28968447	LODGING & EXPENSE	N
14	01-002-000-0000-6401		65.00	REDWOOD GAZETTE SUBSCRIPTION	469405	OFFICE SUPPLIES & EQUIPMENT MAI	N
20	01-002-000-0000-6334		339.56	LODGING @ LEADERSHIP CON - BV 03/29/2022 03/30/2022	87104679-1	LODGING & EXPENSE	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>960.36</b>	<b>4 Transactions</b>			
2	<b>DEPT Total:</b>		<b>960.36</b>	<b>COMMISSIONERS</b>	<b>1 Vendors</b>	<b>4 Transactions</b>	
42	DEPT			ASSESSOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
27	01-042-000-0000-6242		400.00	REG @ PROPERTY APPRAIS - JM 03/21/2022 03/24/2022	362599305322	DUES & REGISTRATION FEES	N
24	01-042-000-0000-6401		11.88	BUSINESS CARD HOLDER 03/16/2022 03/16/2022	5189011 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>411.88</b>	<b>2 Transactions</b>			
42	<b>DEPT Total:</b>		<b>411.88</b>	<b>ASSESSOR</b>	<b>1 Vendors</b>	<b>2 Transactions</b>	
43	DEPT			LICENSE CENTER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
19	01-043-000-0000-6401		77.96	ALCOHOL WIPES 03/10/2022 03/10/2022	5401063 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>77.96</b>	<b>1 Transactions</b>			
43	<b>DEPT Total:</b>		<b>77.96</b>	<b>LICENSE CENTER</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
61	DEPT			ADMINISTRATOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
18	01-061-000-0000-6401		174.98	PHOTO PRINTER - PASSPORTS 03/09/2022 03/09/2022	1228245 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>174.98</b>	<b>1 Transactions</b>			



\*\*\* Redwood County \*\*\*

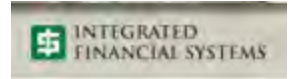


Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
<b>61</b>	<b>DEPT Total:</b>		<b>174.98</b>	<b>ADMINISTRATOR</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>64</b>	DEPT 21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b>			COMPUTER			
21	01-064-000-0000-6264		1,750.00	WEBSITE SUBSCRIPTION 03/16/2022 03/16/2022	04448732	PROGRAMMING EXPENSES	N
11	01-064-000-0000-6401		37.72	ETHERNET CABLES 02/28/2022 02/28/2022	7025861 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
17	01-064-000-0000-6401		44.13	LABELS 03/08/2022 03/08/2022	9558663 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>1,831.85</b>		<b>3 Transactions</b>		
<b>64</b>	<b>DEPT Total:</b>		<b>1,831.85</b>	<b>COMPUTER</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	
<b>91</b>	DEPT 21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b>			ATTORNEY			
9	01-091-000-0000-6401		59.39	RETURN - KEYBOARD TRAY 02/16/2022 02/16/2022	2486642 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
23	01-091-000-0000-6401		15.98	FILE JACKETS 03/16/2022 03/16/2022	4881814 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
25	01-091-000-0000-6401		30.35	FILE FOLDERS 03/16/2022 03/16/2022	5189011 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
15	01-091-000-0000-6401		95.92	TONER 03/07/2022 03/07/2022	5617855 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
22	01-091-000-0000-6401		25.99	PORTABLE DVD DRIVE 03/09/2022 03/09/2022	6212222 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
6	01-091-000-0000-6242		260.00	LAWYER REGISTRATION - JP 03/07/2022 03/07/2022	LAWYER-239727	DUES & REGISTRATION FEES	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>368.85</b>		<b>6 Transactions</b>		
<b>91</b>	<b>DEPT Total:</b>		<b>368.85</b>	<b>ATTORNEY</b>	<b>1 Vendors</b>	<b>6 Transactions</b>	
<b>118</b>	DEPT 21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b>			COURTHOUSE MAINTENANCE			
1	01-118-000-0000-6301		58.45	BRAKE PARTS 02/24/2022 02/24/2022	3195017	EQUIPMENT & BUILDING MAINTENAN	N
2	01-118-000-0000-6301		287.79	ELECTRIC FAUCET 03/09/2022 03/09/2022	9341823 2425	EQUIPMENT & BUILDING MAINTENAN	N

\*\*\* Redwood County \*\*\*



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21275	ELAN CORPORATE PAYMENT SYSTEMS		346.24		2 Transactions		
<b>118</b>	<b>DEPT Total:</b>		<b>346.24</b>	<b>COURTHOUSE MAINTENANCE</b>	<b>1 Vendors</b>	<b>2 Transactions</b>	
<b>201</b>	<b>DEPT</b>			<b>SHERIFF</b>			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
39	01-201-000-0000-6401		23.20	POSTAGE 03/04/2022 03/04/2022		OFFICE SUPPLIES & EQUIPMENT MAI	N
54	01-201-000-0000-6401		116.00	POSTAGE 03/11/2022 03/11/2022		OFFICE SUPPLIES & EQUIPMENT MAI	N
59	01-201-000-0000-6401		11.25	POSTAGE 03/15/2022 03/15/2022		OFFICE SUPPLIES & EQUIPMENT MAI	N
32	01-201-000-0000-6302		70.49	DRUG TEST KITS 03/03/2022 03/03/2022	17261	POLICE EQUIPMENT MAINTENANCE	N
31	01-201-000-0000-6301		69.36	PAPER TOWELS - JAIL 02/24/2022 02/24/2022	2337816 2425	EQUIPMENT & BUILDING MAINTENAN	N
46	01-201-000-0000-6301		47.37	SQUEEGEE 03/08/2022 03/08/2022	2454618 2425	EQUIPMENT & BUILDING MAINTENAN	N
42	01-201-000-0000-6302		8.49	PRINTER CLEANING SHEETS 03/02/2022 03/02/2022	2553018 2425	POLICE EQUIPMENT MAINTENANCE	N
47	01-201-000-0000-6334		319.24	LODGING @ TRAINING - TC 03/08/2022 03/09/2022	365981	LODGING & EXPENSE	N
48	01-201-000-0000-6334		319.24	LODGING @ TRAINING - AE 03/08/2022 03/09/2022	365982	LODGING & EXPENSE	N
41	01-201-000-0000-6401		13.99	SPEAKER SWITCH 03/03/2022 03/03/2022	4069021 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
35	01-201-000-0000-6302		44.09	EVIDENCE BAGS 03/03/2022 03/03/2022	5075415 2425	POLICE EQUIPMENT MAINTENANCE	N
36	01-201-000-0000-6334		215.10	LODGING @ TRAINING - BK 03/01/2022 03/03/2022	57065	LODGING & EXPENSE	N
37	01-201-000-0000-6334		215.10	LODGING @ TRAINING - TR 03/01/2022 03/03/2022	57068	LODGING & EXPENSE	N
38	01-201-000-0000-6334		322.65	LODGING @ JAIL ADMIN TR - ML 02/28/2022 03/03/2022	57069	LODGING & EXPENSE	N
51	01-201-000-0000-6401		170.00	SIGNATURE PAD 03/09/2022 03/09/2022	5807	OFFICE SUPPLIES & EQUIPMENT MAI	N
30	01-201-000-0000-6356		39.44	COFFEE - JAIL KITCHEN 02/16/2022 02/16/2022	6174657 2425	BOARDING PRISONER MEAL EXPENS	N
34	01-201-000-0000-6401		74.43	FLASHDRIVES	6673815	OFFICE SUPPLIES & EQUIPMENT MAI	N

\*\*\* Redwood County \*\*\*



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
43	01-201-000-0000-6407		41.93	03/02/2022 SHOWER CHAIR	2425 7263468	JAIL EXPENSES	N
33	01-201-000-0000-6302		220.00	03/08/2022 EVIDENCE BAGS	2425 84845	POLICE EQUIPMENT MAINTENANCE	N
40	01-201-000-0000-6242		375.00	03/03/2022 REG @ BCA TRAINING - AE	03/03/2022 DE09CF264BE6	DUES & REGISTRATION FEES	N
49	01-201-000-0000-6242		90.00	03/04/2022 POST LICENSE RENEW - MF	03/04/2022 MLSPOS-102228	DUES & REGISTRATION FEES	N
50	01-201-000-0000-6242		2.24	03/08/2022 POST LICENSE RENEW - MF	03/08/2022 MLSPOS-102228	DUES & REGISTRATION FEES	N
44	01-201-000-0000-6242		90.00	03/08/2022 POST LICENSE RENEW - JB	03/08/2022 MLSPOS-102353	DUES & REGISTRATION FEES	N
45	01-201-000-0000-6242		2.24	03/10/2022 POST LICENSE RENEW - JB	03/10/2022 MLSPOS-102353	DUES & REGISTRATION FEES	N
57	01-201-000-0000-6242		90.00	03/10/2022 POST LICENSE RENEW - KT	03/10/2022 MLSPOS-102484	DUES & REGISTRATION FEES	N
58	01-201-000-0000-6242		2.24	03/14/2022 POST LICENSE RENEW - KT	03/14/2022 MLSPOS-102484	DUES & REGISTRATION FEES	N
55	01-201-000-0000-6242		90.00	03/14/2022 POST LICENSE RENEW - MZ	03/14/2022 MLSPOS-102544	DUES & REGISTRATION FEES	N
56	01-201-000-0000-6242		2.24	03/14/2022 POST LICENSE RENEW - MZ	03/14/2022 MLSPOS-102544	DUES & REGISTRATION FEES	N
28	01-201-000-0000-6334		19.99	03/14/2022 LODGING @ TRAINING - TA & AS	03/14/2022 R650795347	LODGING & EXPENSE	N
66	01-201-000-0000-6334		610.40	03/28/2022 LODGING @ TRAINING - TA & AS	03/28/2022 R650795347	LODGING & EXPENSE	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>3,715.72</b>		<b>30 Transactions</b>		
<b>201</b>	<b>DEPT Total:</b>		<b>3,715.72</b>	<b>SHERIFF</b>	<b>1 Vendors</b>	<b>30 Transactions</b>	
<b>249</b>	DEPT			OTHER PUBLIC SAFETY			
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>						
52	01-249-000-2815-6802		23.71	03/17/2022 SHAVING CREAM - JAIL	03/17/2022 388214	CANTEEN EXPENSES	N
29	01-249-000-2815-6802		199.92	02/25/2022 MATTRESSES - JAIL	02/25/2022 550353	CANTEEN EXPENSES	N
53	01-249-000-2815-6802		5.16	03/17/2022 SHAVING CREAM - JAIL	03/17/2022 9229800	CANTEEN EXPENSES	N
					2425		

\*\*\* Redwood County \*\*\*

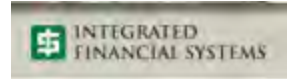


Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21275	ELAN CORPORATE PAYMENT SYSTEMS		228.79		3 Transactions		
249	<b>DEPT Total:</b>		228.79	<b>OTHER PUBLIC SAFETY</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	
520	DEPT			PARKS			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
61	01-520-000-0000-6301		197.48	STAIN 03/09/2022 03/09/2022		EQUIPMENT & BUILDING MAINTENAN	N
62	01-520-000-0000-6301		26.35	FUEL 03/09/2022 03/09/2022		EQUIPMENT & BUILDING MAINTENAN	N
63	01-520-000-0000-6301		197.48	STAIN, PAINT 03/19/2022 03/19/2022		EQUIPMENT & BUILDING MAINTENAN	N
60	01-520-000-0000-6301		290.28	LUMBER 02/28/2022 02/28/2022	34611725	EQUIPMENT & BUILDING MAINTENAN	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		711.59		4 Transactions		
520	<b>DEPT Total:</b>		711.59	<b>PARKS</b>	<b>1 Vendors</b>	<b>4 Transactions</b>	
601	DEPT			AGRICULTURAL INSPECTION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
7	01-601-000-0000-6242		16.09	TELECOM SOFTWARE - ZOOM 02/23/2022 03/22/2022	134496548	DUES & REGISTRATION FEES	N
8	01-601-000-0000-6242		65.00	REDWOOD GAZETTE SUBSCRIPTION	470341	DUES & REGISTRATION FEES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		81.09		2 Transactions		
601	<b>DEPT Total:</b>		81.09	<b>AGRICULTURAL INSPECTION</b>	<b>1 Vendors</b>	<b>2 Transactions</b>	
620	DEPT			SOIL AND WATER CONSERVATION DIST			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
65	01-620-000-0000-6242		20.00	SQUARSPACE DOMAIN RENEWAL 03/08/2022 03/08/2022		DUES & REGISTRATION	N
64	01-620-000-0000-6401		9.36	POSTAGE 02/23/2022 02/23/2022		OFFICE SUPPLIES & EQUIP MNTCE	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		29.36		2 Transactions		
620	<b>DEPT Total:</b>		29.36	<b>SOIL AND WATER CONSERVATION DIST</b>	<b>1 Vendors</b>	<b>2 Transactions</b>	
1	<b>Fund Total:</b>		8,938.67	<b>GENERAL</b>		<b>60 Transactions</b>	

\*\*\* **Redwood County** \*\*\*



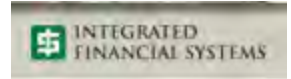
Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

3

ROAD AND BRIDGE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
320	DEPT			HIGHWAY CONSTRUCTION & ENGINEER			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
3	03-320-000-0000-6291		400.00	REG @ MN POLLUTION - JB 02/23/2022 02/23/2022	MNFPCA-61944	PROFESSIONAL & TECHNICAL SERVI	N
4	03-320-000-0000-6291		9.96	REG @ MN POLLUTION - JB 02/23/2022 02/23/2022	MNFPCA-61944	PROFESSIONAL & TECHNICAL SERVI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		409.96	2 Transactions			
320	DEPT Total:		409.96	HIGHWAY CONSTRUCTION & ENGINEER	1 Vendors	2 Transactions	
330	DEPT			EQUIPMENT MAINTENANCE & SHOP			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
5	03-330-000-0000-6504		20.15	FUEL 03/16/2022 03/16/2022		FUEL	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		20.15	1 Transactions			
330	DEPT Total:		20.15	EQUIPMENT MAINTENANCE & SHOP	1 Vendors	1 Transactions	
3	Fund Total:		430.11	ROAD AND BRIDGE		3 Transactions	

\*\*\* **Redwood County** \*\*\*



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

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
26	73-801-000-0000-6178		4.03	WELLNESS - ST PAT'S DAY 03/17/2022 03/17/2022		EMPLOYEE WELLNESS	N
16	73-801-000-0000-6178		30.44	MUNCH BETTER 03/08/2022 03/08/2022	1041057 2425	EMPLOYEE WELLNESS	N
10	73-801-000-0000-6178		61.47	WELLNESS PRIZES - RACC PASS 02/28/2022 02/28/2022	36149719	EMPLOYEE WELLNESS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		95.94	3 Transactions			
801	<b>DEPT Total:</b>		95.94	<b>NON-DEPARTMENTAL</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	
73	<b>Fund Total:</b>		95.94	<b>INSURANCE</b>		<b>3 Transactions</b>	
	<b>Final Total:</b>		9,464.72	<b>15 Vendors</b>	<b>66 Transactions</b>		

# \*\*\* Redwood County \*\*\*



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	8,938.67	GENERAL
3	430.11	ROAD AND BRIDGE
73	95.94	INSURANCE
<b>All Funds</b>	<b>9,464.72</b>	<b>Total</b>

Approved by, .....

.....

.....

RACHELW  
4/1/22 11:34AM

\*\*\* **Redwood County** \*\*\*



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

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

Explode Dist. Formulas?: Y

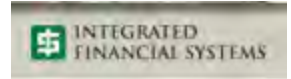
Paid on Behalf Of Name  
on Audit List?: N

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

Save Report Options?: N



\*\*\* Redwood County \*\*\*

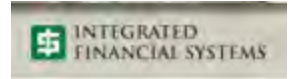


Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	DEPT 3402 ASSN OF MN COUNTIES			COMMISSIONERS			
2	01-002-000-0000-6242		325.00	REG @ LEGISLATIVE CON - BV 03/02/2022 03/03/2022	STMT	DUES & REGISTRATION FEES	N
	<b>3402 ASSN OF MN COUNTIES</b>		<b>325.00</b>	<b>1 Transactions</b>			
29	26510 FORKRUD/DAVID 01-002-000-0000-6331		56.16	2022 FEB - MILEAGE 02/01/2022 02/23/2022		MILEAGE	N
	<b>26510 FORKRUD/DAVID</b>		<b>56.16</b>	<b>1 Transactions</b>			
104	92280 WAKEFIELD/RICK 01-002-000-0000-6331		84.24	2022 FEB - MILEAGE 02/03/2022 02/16/2022		MILEAGE	Y
	<b>92280 WAKEFIELD/RICK</b>		<b>84.24</b>	<b>1 Transactions</b>			
2	<b>DEPT Total:</b>		<b>465.40</b>	<b>COMMISSIONERS</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
23	DEPT 93610 THOMSON REUTERS - WEST PUBLISHING			LAW LIBRARY			
100	01-023-000-0000-6899		614.66	2022 FEB - WEST INFO CHARGES 02/01/2022 02/28/2022	845965181	MISCELLANEOUS	N
	<b>93610 THOMSON REUTERS - WEST PUBLISHING</b>		<b>614.66</b>	<b>1 Transactions</b>			
23	<b>DEPT Total:</b>		<b>614.66</b>	<b>LAW LIBRARY</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
31	DEPT 13055 COLUMN SOFTWARE PBC			COUNTY ADMINISTRATION			
18	01-031-000-0000-6230		46.41	REDISTRICTING NOTICE 03/18/2022 03/18/2022	C3A0B464-1	PRINTING & PUBLISHING	Y
	<b>13055 COLUMN SOFTWARE PBC</b>		<b>46.41</b>	<b>1 Transactions</b>			
31	27565 GATEHOUSE MEDIA MINNESOTA HOLDING 01-031-000-0000-6230		588.09	01/18&02/01 BOARD MINUTES 01/18/2022 02/01/2022	618352	PRINTING & PUBLISHING	N
	<b>27565 GATEHOUSE MEDIA MINNESOTA HOLDING</b>		<b>588.09</b>	<b>1 Transactions</b>			
	43191 JONES LAW OFFICE						

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
49	01-031-000-0000-6266		10.00	2022 FEB - RB 02/04/2022 02/04/2022	1977006	COURT APPOINTED ATTORNEYS	Y
48	01-031-000-0000-6266		190.00	2022 FEB - JB 02/09/2022 02/28/2022	1977007	COURT APPOINTED ATTORNEYS	Y
47	01-031-000-0000-6266		330.00	2022 FEB - BW 02/01/2022 02/16/2022	1977008	COURT APPOINTED ATTORNEYS	Y
<b>43191</b>	<b>JONES LAW OFFICE</b>		<b>530.00</b>		<b>3</b> Transactions		
55688	MARTIN LAW FIRM PLLC						
64	01-031-000-0000-6263		518.00	LEGAL SERVICES 02/07/2022 02/09/2022	1087-01	PERSONNEL & LABOR NEGOTIATIONS	Y
<b>55688</b>	<b>MARTIN LAW FIRM PLLC</b>		<b>518.00</b>		<b>1</b> Transactions		
79197	RUNCHEY LOUWAGIE & WELLMAN PLLP						
87	01-031-000-0000-6266		260.00	2022 FEB - KB 02/01/2022 02/24/2022	14544	COURT APPOINTED ATTORNEYS	Y
86	01-031-000-0000-6266		180.00	2022 FEB - TC 02/18/2022 02/28/2022	14546	COURT APPOINTED ATTORNEYS	Y
<b>79197</b>	<b>RUNCHEY LOUWAGIE &amp; WELLMAN PLLP</b>		<b>440.00</b>		<b>2</b> Transactions		
<b>31</b>	<b>DEPT Total:</b>		<b>2,122.50</b>	<b>COUNTY ADMINISTRATION</b>	<b>5 Vendors</b>	<b>8 Transactions</b>	
<b>41</b>	<b>DEPT</b>			<b>AUDITOR-TREASURER</b>			
13235	COUNTIES PROVIDING TECHNOLOGY						
21	01-041-000-2758-6401		120.00	2022 MAR - TAX WEB HOST 03/01/2022 03/31/2022	STMT	OFFICE SUPPLIES	N
<b>13235</b>	<b>COUNTIES PROVIDING TECHNOLOGY</b>		<b>120.00</b>		<b>1</b> Transactions		
55642	MARCO TECHNOLOGIES LLC - MO						
59	01-041-000-2758-6401		285.78	03/20-04/20 KONICA LEASE 03/20/2022 04/20/2022	467380838	OFFICE SUPPLIES	N
<b>55642</b>	<b>MARCO TECHNOLOGIES LLC - MO</b>		<b>285.78</b>		<b>1</b> Transactions		
<b>41</b>	<b>DEPT Total:</b>		<b>405.78</b>	<b>AUDITOR-TREASURER</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
<b>42</b>	<b>DEPT</b>			<b>ASSESSOR</b>			
13235	COUNTIES PROVIDING TECHNOLOGY						
22	01-042-000-2758-6401		343.00	2022 MAR - CAMA MONTHLY	STMT	OFFICE SUPPLIES	N

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
13235	COUNTIES PROVIDING TECHNOLOGY		343.00	03/01/2022 03/31/2022	1 Transactions		
55642	MARCO TECHNOLOGIES LLC - MO						
62	01-042-000-0000-6401		280.26	03/20-04/20 KONICA LEASE	467380739	OFFICE SUPPLIES & EQUIPMENT MAI	N
55642	MARCO TECHNOLOGIES LLC - MO		280.26	03/20/2022 04/20/2022	1 Transactions		
55650	MARSHALL AND SWIFT						
63	01-042-000-2758-6401		1,261.15	MARSHALL VALUATION, REST COST	86746	OFFICE SUPPLIES	N
55650	MARSHALL AND SWIFT		1,261.15	03/22/2022 03/22/2022	1 Transactions		
85240	TAFT STETTINIUS & HOLLISTER LLP						
99	01-042-000-2839-6802		10,717.00	LEGAL FEES - 1ST EVANGELICAL	3921999	OTHER EXPENSES(TAX COURT)	Y
85240	TAFT STETTINIUS & HOLLISTER LLP		10,717.00	03/16/2022 03/16/2022	1 Transactions		
42	DEPT Total:		12,601.41	ASSESSOR	4 Vendors	4 Transactions	
43	DEPT			LICENSE CENTER			
37640	INNOVATIVE SOLUTIONS LLC						
40	01-043-000-0000-6401		16.09	MOUSE PAD, WRIST REST	3704496	OFFICE SUPPLIES & EQUIPMENT MAI	N
41	01-043-000-0000-6401		38.78	MOUSE PAD	3706522	OFFICE SUPPLIES & EQUIPMENT MAI	N
39	01-043-000-0000-6401		29.12	STAPLES, CALC TAPE, RIBBON	3713531	OFFICE SUPPLIES & EQUIPMENT MAI	N
119	01-043-000-0000-6401		19.39	MOUSE PAD	3717127	OFFICE SUPPLIES & EQUIPMENT MAI	N
38	01-043-000-0000-6401		7.33	RUBBER BANDS	3719234	OFFICE SUPPLIES & EQUIPMENT MAI	N
37640	INNOVATIVE SOLUTIONS LLC		110.71	03/17/2022 03/17/2022	5 Transactions		
55642	MARCO TECHNOLOGIES LLC - MO						
61	01-043-000-0000-6401		132.01	03/20-04/20 KONICA LEASE	467380580	OFFICE SUPPLIES & EQUIPMENT MAI	N
55642	MARCO TECHNOLOGIES LLC - MO		132.01	03/20/2022 04/20/2022	1 Transactions		

\*\*\* Redwood County \*\*\*

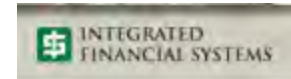


Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
<b>43</b>	<b>DEPT Total:</b>		<b>242.72</b>	<b>LICENSE CENTER</b>	<b>2 Vendors</b>	<b>6 Transactions</b>	
<b>61</b>	DEPT			ADMINISTRATOR			
47850	<b>KLETSCHER/VICKI</b>						
50	01-061-000-0000-6331		136.89	MILEAGE @ CPT MTG 02/28/2022 02/28/2022		MILEAGE	N
51	01-061-000-0000-6331		136.89	MILEAGE @ CPT MTG 03/28/2022 03/28/2022		MILEAGE	N
<b>47850</b>	<b>KLETSCHER/VICKI</b>		<b>273.78</b>	<b>2 Transactions</b>			
64868	<b>ONE OFFICE SOLUTION</b>						
76	01-061-000-0000-6401		43.96	LEGAL & LEDGER PAPER 03/17/2022 03/17/2022	455960-00	OFFICE SUPPLIES & EQUIPMENT MAI	N
<b>64868</b>	<b>ONE OFFICE SOLUTION</b>		<b>43.96</b>	<b>1 Transactions</b>			
81780	<b>SHRM</b>						
92	01-061-000-0000-6242		229.00	2022 SHRM MEMBERSHIP - PB 06/01/2022 05/31/2023	501643831	DUES & REGISTRATION FEES	Y
<b>81780</b>	<b>SHRM</b>		<b>229.00</b>	<b>1 Transactions</b>			
<b>61</b>	<b>DEPT Total:</b>		<b>546.74</b>	<b>ADMINISTRATOR</b>	<b>3 Vendors</b>	<b>4 Transactions</b>	
<b>63</b>	DEPT			ELECTIONS			
30329	<b>GOVERNMENT FORMS &amp; SUPPLIES</b>						
33	01-063-000-0000-6899		152.70	ELECTION STAMPS 03/22/2022 03/22/2022	0333087	MISCELLANEOUS	N
<b>30329</b>	<b>GOVERNMENT FORMS &amp; SUPPLIES</b>		<b>152.70</b>	<b>1 Transactions</b>			
80538	<b>SEACHANGE PRINT INNOVATIONS</b>						
89	01-063-000-0000-6611		19,305.06	OMNI BALLOT TAB X 13 VEGA-3 04/06/2022 04/06/2022	007805	CAPITAL OUTLAY (\$500-\$4,999)	N
90	01-063-000-0000-6611		23,306.53	OMNI BALLOT TAB X13 HAVA 04/06/2022 04/06/2022	007805	CAPITAL OUTLAY (\$500-\$4,999)	N
91	01-063-000-2832-6611		22,453.41	OMNI BALLOT TABX13 CO PORTION 04/06/2022 04/06/2022	007805	CAPITAL OUTLAY (\$500-\$4,999)	N
<b>80538</b>	<b>SEACHANGE PRINT INNOVATIONS</b>		<b>65,065.00</b>	<b>3 Transactions</b>			

\*\*\* Redwood County \*\*\*

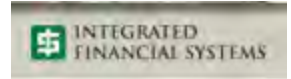


Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
<b>63</b>	<b>DEPT Total:</b>		<b>65,217.70</b>	<b>ELECTIONS</b>	<b>2 Vendors</b>	<b>4 Transactions</b>	
<b>64</b>	<b>DEPT</b>			<b>COMPUTER</b>			
13235	COUNTIES PROVIDING TECHNOLOGY						
20	01-064-000-0000-6264		4,010.00	2022 MAR - DATA PROCESSING 03/01/2022 03/31/2022	STMT	PROGRAMMING EXPENSES	N
	<b>13235</b>		<b>4,010.00</b>	<b>1 Transactions</b>			
33585	HEPPNER CONSULTING INC						
36	01-064-000-0000-6264		5,239.21	IBM MAINTENANCE AGREEMENT 01/28/2022 01/26/2023	3040	PROGRAMMING EXPENSES	N
	<b>33585</b>		<b>5,239.21</b>	<b>1 Transactions</b>			
38290	INTEGRATED PROTECTION SYSTEMS INC						
42	01-064-000-0000-6401		170.00	KEYFOBS 03/04/2022 03/04/2022	77110	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>38290</b>		<b>170.00</b>	<b>1 Transactions</b>			
<b>64</b>	<b>DEPT Total:</b>		<b>9,419.21</b>	<b>COMPUTER</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
<b>91</b>	<b>DEPT</b>			<b>ATTORNEY</b>			
13315	COUNTY OF BLUE EARTH - SHERIFF						
105	01-091-000-0000-6271		65.00	SUBPOENA SERVICE 02/18/2022 02/18/2022	2022-233	VICTIM/WITNESS FEES	N
	<b>13315</b>		<b>65.00</b>	<b>1 Transactions</b>			
13640	COUNTY OF HENNEPIN - SHERIFF						
106	01-091-000-0000-6271		320.00	SUBPOENA SERVICES 03/08/2022 03/24/2022	86718.86776	VICTIM/WITNESS FEES	N
	<b>13640</b>		<b>320.00</b>	<b>1 Transactions</b>			
13555	COUNTY OF KANDIYOHI - SHERIFF						
107	01-091-000-0000-6271		30.00	SUBPOENA SERVICE 03/14/2022 03/14/2022	8515	VICTIM/WITNESS FEES	N
	<b>13555</b>		<b>30.00</b>	<b>1 Transactions</b>			
13562	COUNTY OF LYON - SHERIFF						
108	01-091-000-0000-6271		70.00	SUBPOENA SERVICE	2022-4534	VICTIM/WITNESS FEES	N

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	<b>13562 COUNTY OF LYON - SHERIFF</b>		<b>70.00</b>	03/29/2022 03/29/2022 1 Transactions			
109	13585 COUNTY OF MCLEOD 01-091-000-0000-6271		60.00	SUBPOENA SERVICE 03/25/2022 03/25/2022 1 Transactions	6040	VICTIM/WITNESS FEES	N
	<b>13585 COUNTY OF MCLEOD</b>		<b>60.00</b>				
110	13721 COUNTY OF OTTERTAIL - SHERIFF 01-091-000-0000-6271		80.00	SUBPOENA SERVICE 03/07/2022 03/07/2022 1 Transactions	2022-213	VICTIM/WITNESS FEES	N
	<b>13721 COUNTY OF OTTERTAIL - SHERIFF</b>		<b>80.00</b>				
111	13726 COUNTY OF POLK - SHERIFF 01-091-000-0000-6271		79.80	SUBPOENA SERVICE 03/07/2022 03/07/2022 1 Transactions	2022-238	VICTIM/WITNESS FEES	N
	<b>13726 COUNTY OF POLK - SHERIFF</b>		<b>79.80</b>				
112	13845 COUNTY OF SCOTT 01-091-000-0000-6271		70.00	SUBPOENA SERVICE 03/17/2022 03/17/2022 1 Transactions	4796	VICTIM/WITNESS FEES	N
	<b>13845 COUNTY OF SCOTT</b>		<b>70.00</b>				
113	14400 CULLIGAN 01-091-000-0000-6271		84.99	BOTTLED WATER DELIVERY 02/28/2022 02/28/2022 1 Transactions	17-1-322-7	VICTIM/WITNESS FEES	N
	<b>14400 CULLIGAN</b>		<b>84.99</b>				
114	37640 INNOVATIVE SOLUTIONS LLC 01-091-000-0000-6401		66.78	ENVELOPES 03/08/2022 03/08/2022 1 Transactions	3703103	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>37640 INNOVATIVE SOLUTIONS LLC</b>		<b>66.78</b>				
116	57230 MN COUNTIES COMPUTER COOPERATIVE 01-091-000-0000-6420		2,872.50	2022 2ND QTR MCAPS MAINT FEES 04/01/2022 06/30/2022 1 Transactions	2201172	LEGAL RESOURCES	N
	<b>57230 MN COUNTIES COMPUTER COOPERATIVE</b>		<b>2,872.50</b>				
999999930	WRIGHT COUNTY SHERIFF OFFICE						

\*\*\* **Redwood County** \*\*\*

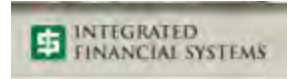


Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
117	01-091-000-0000-6271		70.00	SUBPOENA SERVICE 03/10/2022 03/10/2022	2022-1174	VICTIM/WITNESS FEES	N
<b>999999930</b>	<b>WRIGHT COUNTY SHERIFF OFFICE</b>		<b>70.00</b>	<b>1 Transactions</b>			
<b>91</b>	<b>DEPT Total:</b>		<b>3,869.07</b>	<b>ATTORNEY</b>	<b>12 Vendors</b>	<b>12 Transactions</b>	
<b>101</b>	DEPT			RECORDER			
32001	<b>H &amp; L PRINTING SERVICE</b>						
34	01-101-000-0000-6401		143.00	ENVELOPES 03/21/2022 03/21/2022	67601	OFFICE SUPPLIES & EQUIPMENT MAI	N
<b>32001</b>	<b>H &amp; L PRINTING SERVICE</b>		<b>143.00</b>	<b>1 Transactions</b>			
63900	<b>OFFICE DEPOT</b>						
71	01-101-000-0000-6401		147.13	COPY PAPER, MOUSEPAD, POST IT 03/09/2022 03/09/2022	232245864001	OFFICE SUPPLIES & EQUIPMENT MAI	N
72	01-101-000-0000-6401		137.61	TONER, PENS, BANDAIDS 03/08/2022 03/08/2022	61412906	OFFICE SUPPLIES & EQUIPMENT MAI	N
<b>63900</b>	<b>OFFICE DEPOT</b>		<b>284.74</b>	<b>2 Transactions</b>			
<b>101</b>	<b>DEPT Total:</b>		<b>427.74</b>	<b>RECORDER</b>	<b>2 Vendors</b>	<b>3 Transactions</b>	
<b>118</b>	DEPT			COURTHOUSE MAINTENANCE			
13037	<b>COLE PAPERS INC</b>						
14	01-118-000-0000-6410		20.35	GARBAGE BAGS 03/09/2022 03/09/2022	10116023	FLOOR & CLEANING SUPPLIES	N
16	01-118-000-0000-6410		666.98	GARBAGE BAGS, PAPER PRODUCTS 03/09/2022 03/09/2022	10121145.0395	FLOOR & CLEANING SUPPLIES	N
15	01-118-000-0000-6410		57.39	FOAM CONTROL LIQUID 03/09/2022 03/09/2022	10124313	FLOOR & CLEANING SUPPLIES	N
<b>13037</b>	<b>COLE PAPERS INC</b>		<b>744.72</b>	<b>3 Transactions</b>			
19180	<b>ECOLAB PEST ELIMINATION DIV</b>						
26	01-118-000-0000-6410		284.85	PEST CONTROL - CH 03/16/2022 03/16/2022	6500208	FLOOR & CLEANING SUPPLIES	N
<b>19180</b>	<b>ECOLAB PEST ELIMINATION DIV</b>		<b>284.85</b>	<b>1 Transactions</b>			
58015	<b>MJ MECHANICAL</b>						
67	01-118-000-0000-6301		500.00	ROTO ROOTER - GSB	8541	EQUIPMENT & BUILDING MAINTENAN	N

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
58015	MJ MECHANICAL		500.00	03/23/2022 03/23/2022	1 Transactions		
83965	SUMMIT COMPANIES						
98	01-118-000-0000-6301		1,751.50	SPRINK, ALARM, EXTINGUISH INSP 11/30/2021 12/31/2021	15-8831	EQUIPMENT & BUILDING MAINTENAN	N
83965	SUMMIT COMPANIES		1,751.50	1 Transactions			
118	DEPT Total:		3,281.07	COURTHOUSE MAINTENANCE	4 Vendors	6 Transactions	
129	DEPT			VETERAN SERVICE OFFICER			
55642	MARCO TECHNOLOGIES LLC - MO						
60	01-129-000-0000-6401		127.84	03/20-04/20 KONICA LEASE 03/20/2022 04/20/2022	467380978	OFFICE SUPPLIES & EQUIPMENT MAI	N
55642	MARCO TECHNOLOGIES LLC - MO		127.84	1 Transactions			
60475	NACVSO						
69	01-129-000-2751-6242		60.00	2022 MEMBERSHIP DUES 04/01/2022 04/01/2023	STMT	DUES & REGISTRATION FEES	N
60475	NACVSO		60.00	1 Transactions			
129	DEPT Total:		187.84	VETERAN SERVICE OFFICER	2 Vendors	2 Transactions	
201	DEPT			SHERIFF			
24707	5TH DISTRICT JAIL ADMINISTRATORS ASS						
1	01-201-000-0000-6242		560.00	REG @ CORRECTIONS TR X 3 03/01/2022 03/03/2022	STMT	DUES & REGISTRATION FEES	N
24707	5TH DISTRICT JAIL ADMINISTRATORS ASS		560.00	1 Transactions			
4492	AXON ENTERPRISE INC						
3	01-201-000-0000-6302		840.00	TASER LEASE 03/01/2022 03/01/2022	INUS057768	POLICE EQUIPMENT MAINTENANCE	N
4492	AXON ENTERPRISE INC		840.00	1 Transactions			
5398	BAUNE/NAOMI						
4	01-201-000-0000-6331		197.88	MILEAGE @ JAIL TRAINING 02/07/2022 02/10/2022	STMT	MILEAGE	N



\*\*\* Redwood County \*\*\*

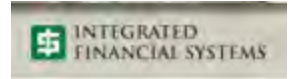


Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099
5398	BAUNE/NAOMI				197.88						
								1 Transactions			
10	7850	BOB BARKER COMPANY INC									
		01-201-000-0000-6301			67.68	SHOWER CURTAINS		REDMN8:0		EQUIPMENT & BUILDING MAINTENAN	N
						03/14/2022	03/14/2022				
	7850	BOB BARKER COMPANY INC			67.68						
								1 Transactions			
11	10525	CARRIS HEALTH									
		01-201-000-0000-6355			262.09	INMATE MEDICAL		3501400657		BOARDING PRISONER MEDICAL EXPI	6
						06/28/2021	07/21/2021				
	10525	CARRIS HEALTH			262.09						
								1 Transactions			
23	13845	COUNTY OF SCOTT									
		01-201-000-0000-6354			360.00	INMATE BOARDING - JP		27994		BOARDING PRISONERS	N
						02/15/2022	03/14/2022				
	13845	COUNTY OF SCOTT			360.00						
								1 Transactions			
24	14064	CROMWELL/THEODORE									
		01-201-000-0000-6331			151.32	MILEAGE @ DMT TRAINING				MILEAGE	N
						03/08/2022	03/10/2022				
25		01-201-000-0000-6334			73.60	MEALS @ DMT TRAINING				LODGING & EXPENSE	N
						03/08/2022	03/10/2022				
	14064	CROMWELL/THEODORE			224.92						
								2 Transactions			
27	22752	ESSER/ALEX									
		01-201-000-0000-6334			68.26	MEALS @ DMT TRAINING				LODGING & EXPENSE	N
						03/08/2022	03/09/2022				
	22752	ESSER/ALEX			68.26						
								1 Transactions			
28	25810	FLEET SERVICES DIVISION-DEPT OF ADMI									
		01-201-000-0000-6343			10,850.22	2022 FEB - PATROL CAR LEASE		2022080036		PATROL CAR LEASE	N
						02/01/2022	02/28/2022				
	25810	FLEET SERVICES DIVISION-DEPT OF ADMI			10,850.22						
								1 Transactions			
30	27545	GARCIA CLINICAL LABORATORY									
		01-201-000-0000-6355			30.00	INMATE MEDICAL		60587		BOARDING PRISONER MEDICAL EXPI	Y
						03/14/2022	03/14/2022				
	27545	GARCIA CLINICAL LABORATORY			30.00						
								1 Transactions			

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
44	42390 JESSE'S COLLISION & RESTORATION 01-201-000-0000-6565		530.95	REPLACE WINDSHIELD - SQ#11495 03/28/2022 03/28/2022	4859	PATROL CAR EXPENSES-OWNED	Y
45	01-201-000-0000-6565		1,176.42	REAR END REPAIR - SQ #11575 03/28/2022 03/28/2022	4861	PATROL CAR EXPENSES-OWNED	Y
	<b>42390 JESSE'S COLLISION &amp; RESTORATION</b>		<b>1,707.37</b>	<b>2 Transactions</b>			
53	47883 KNUTSON/BEAU 01-201-000-0000-6331		42.68	MILEAGE @ JAIL TRAINING 03/01/2022 03/03/2022		MILEAGE	N
	<b>47883 KNUTSON/BEAU</b>		<b>42.68</b>	<b>1 Transactions</b>			
52	49090 KUBESH/ISAIAH 01-201-000-0000-6179		178.07	EARPIECE, AMMO POUCH, HANDCUFF 03/05/2022 03/05/2022		CLOTHING ALLOWANCE	N
	<b>49090 KUBESH/ISAIAH</b>		<b>178.07</b>	<b>1 Transactions</b>			
66	55924 MCKESSON MEDICAL-SURGICAL 01-201-000-0000-6355		434.82	2022 MAR - INMATE MEDICAL 03/01/2022 03/31/2022	55346129	BOARDING PRISONER MEDICAL EXPI	N
	<b>55924 MCKESSON MEDICAL-SURGICAL</b>		<b>434.82</b>	<b>1 Transactions</b>			
70	63622 NORTHERN SAFETY TECHNOLOGY INC 01-201-000-0000-6302		135.00	SQUAD CAR CAMERA CABLE 03/11/2022 03/11/2022	53709	POLICE EQUIPMENT MAINTENANCE	N
	<b>63622 NORTHERN SAFETY TECHNOLOGY INC</b>		<b>135.00</b>	<b>1 Transactions</b>			
78	74900 QUILL CORPORATION 01-201-000-0000-6401		65.98	DUSTER, WIPES 03/15/2022 03/15/2022	23516498	OFFICE SUPPLIES & EQUIPMENT MAI	N
79	01-201-000-0000-6401		198.08	PENS, MEMO BOOK, LEGAL PADS 03/23/2022 03/23/2022	23692180	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>74900 QUILL CORPORATION</b>		<b>264.06</b>	<b>2 Transactions</b>			
81	76387 REYNOLDS/TYSON 01-201-000-0000-6331		27.24	MILEAGE @ JAIL TRAINING 03/01/2022 03/03/2022		MILEAGE	N
	<b>76387 REYNOLDS/TYSON</b>		<b>27.24</b>	<b>1 Transactions</b>			

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
82	77020 RICKY J'S CAR WASH 01-201-000-0000-6565		18.00	2022 FEB - CAR WASHES 02/11/2022 02/17/2022	79358	PATROL CAR EXPENSES-OWNED	Y
	<b>77020 RICKY J'S CAR WASH</b>		<b>18.00</b>	<b>1 Transactions</b>			
85	78230 ROHLIK/AMBER 01-201-000-0000-6331		22.31	MILEAGE @ COURTHOUSE 03/08/2022 03/08/2022		MILEAGE	N
	<b>78230 ROHLIK/AMBER</b>		<b>22.31</b>	<b>1 Transactions</b>			
88	80594 SCHROEDER/ANDREW 01-201-000-0000-6179		337.13	VEST, SHIRTS, HANDCUFFS 03/07/2022 03/07/2022		CLOTHING ALLOWANCE	N
	<b>80594 SCHROEDER/ANDREW</b>		<b>337.13</b>	<b>1 Transactions</b>			
93	83302 SOUTHWEST SALES & SERVICE 01-201-000-0000-6565		56.50	FORD EXPEDITION - OIL CHANGE 03/14/2022 03/14/2022	13810	PATROL CAR EXPENSES-OWNED	Y
	<b>83302 SOUTHWEST SALES &amp; SERVICE</b>		<b>56.50</b>	<b>1 Transactions</b>			
118	83965 SUMMIT COMPANIES 01-201-000-0000-6301		888.00	SPRINKLER, ALARM INSPECTION 03/14/2022 03/14/2022	15-9857.8832	EQUIPMENT & BUILDING MAINTENAN	N
	<b>83965 SUMMIT COMPANIES</b>		<b>888.00</b>	<b>1 Transactions</b>			
102	88129 TORGERSON/KATELYN 01-201-000-0000-6179		447.72	BOOTS, GLOVES, HANDCUFFS 03/18/2022 03/18/2022		CLOTHING ALLOWANCE	N
	<b>88129 TORGERSON/KATELYN</b>		<b>447.72</b>	<b>1 Transactions</b>			
103	91492 VOYAGER FLEET SYSTEMS INC 01-201-000-0000-6565		40.82	2022 MAR - FUEL 03/01/2022 03/31/2022	8691019802213	PATROL CAR EXPENSES-OWNED	N
	<b>91492 VOYAGER FLEET SYSTEMS INC</b>		<b>40.82</b>	<b>1 Transactions</b>			
201	<b>DEPT Total:</b>		<b>18,060.77</b>	<b>SHERIFF</b>	<b>24 Vendors</b>	<b>27 Transactions</b>	
202	DEPT 58805 MOTOROLA SOLUTIONS INC			E-911 SYSTEM			

\*\*\* **Redwood County** \*\*\*

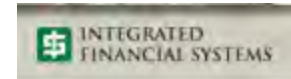


Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
68	01-202-000-2756-6406		10,000.00	VESTA 911 ANSWERING EQUIPMENT 03/17/2022 03/17/2022	8281341749	DISPATCH EXPENSES	N
	<b>58805 MOTOROLA SOLUTIONS INC</b>		<b>10,000.00</b>	<b>1 Transactions</b>			
<b>202</b>	<b>DEPT Total:</b>		<b>10,000.00</b>	<b>E-911 SYSTEM</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>212</b>	DEPT			CORONER			
6	7850 <b>BOB BARKER COMPANY INC</b> 01-212-000-0000-6899		380.70	STORAGE BIN LIDS 03/23/2022 03/23/2022	1744487	MISCELLANEOUS	N
	<b>7850 BOB BARKER COMPANY INC</b>		<b>380.70</b>	<b>1 Transactions</b>			
37	61503 <b>HILLESTAD FUNERAL SERVICE INC</b> 01-212-000-0000-6899		250.00	REMOVAL & TRANSPORT - 22200598 02/27/2022 02/27/2022	STMT	MISCELLANEOUS	N
	<b>61503 HILLESTAD FUNERAL SERVICE INC</b>		<b>250.00</b>	<b>1 Transactions</b>			
83	78029 <b>RIVER VALLEY FORENSIC SERVICES PA</b> 01-212-000-0000-6899		250.00	2022 FEB - MEDICAL EXAM SERV 02/01/2022 02/28/2022	1743	MISCELLANEOUS	N
	<b>78029 RIVER VALLEY FORENSIC SERVICES PA</b>		<b>250.00</b>	<b>1 Transactions</b>			
95	83868 <b>STURM FUNERAL HOMES, INC</b> 01-212-000-0000-6899		300.00	REMOVAL & TRANSPORT 2110183 03/02/2021 03/02/2021	STMT	MISCELLANEOUS	N
96	01-212-000-0000-6899		300.00	REMOVAL & TRANSPORT 21106623 09/21/2021 09/21/2021	STMT	MISCELLANEOUS	N
97	01-212-000-0000-6899		300.00	REMOVAL & TRANSPORT 22101411 03/03/2022 03/03/2022	STMT	MISCELLANEOUS	N
	<b>83868 STURM FUNERAL HOMES, INC</b>		<b>900.00</b>	<b>3 Transactions</b>			
<b>212</b>	<b>DEPT Total:</b>		<b>1,780.70</b>	<b>CORONER</b>	<b>4 Vendors</b>	<b>6 Transactions</b>	
<b>249</b>	DEPT			OTHER PUBLIC SAFETY			
8	7850 <b>BOB BARKER COMPANY INC</b> 01-249-000-2815-6802		38.95	BOARD GAME 03/18/2022 03/18/2022	1743377	CANTEEN EXPENSES	N
7	01-249-000-2815-6802		131.14	LIFE LINE BLANKETS	1745955	CANTEEN EXPENSES	N

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
9	01-249-000-2815-6802		860.68	03/28/2022 03/28/2022 STORAGE BOXES, SOAP, UNDERWEAR	REDMN8:0	CANTEEN EXPENSES	N
	<b>7850 BOB BARKER COMPANY INC</b>		<b>1,030.77</b>	03/14/2022 03/14/2022 <b>3 Transactions</b>			
94	01-249-000-2815-6802		648.86	04/08/2022 04/07/2023 SUBSCRIPTION RENEWAL - JAIL	10197028	CANTEEN EXPENSES	N
	<b>83365 STAR TRIBUNE</b>		<b>648.86</b>	<b>1 Transactions</b>			
<b>249</b>	<b>DEPT Total:</b>		<b>1,679.63</b>	<b>OTHER PUBLIC SAFETY</b>	<b>2 Vendors</b>	<b>4 Transactions</b>	
<b>520</b>	<b>DEPT</b>			<b>PARKS</b>			
5	8464 BRIGHTER HOMES STORE 01-520-000-0000-6301		53.63	03/02/2022 03/02/2022 STAIN	37712	EQUIPMENT & BUILDING MAINTENAN	Y
	<b>8464 BRIGHTER HOMES STORE</b>		<b>53.63</b>	<b>1 Transactions</b>			
46	43095 JOHN DEERE FINANCIAL 01-520-000-0000-6301		133.04	03/24/2022 03/24/2022 OIL & FILTER	11513470	EQUIPMENT & BUILDING MAINTENAN	N
	<b>43095 JOHN DEERE FINANCIAL</b>		<b>133.04</b>	<b>1 Transactions</b>			
57	55389 MARC 01-520-000-0000-6301		581.17	03/24/2022 03/24/2022 GLOVES	0757139	EQUIPMENT & BUILDING MAINTENAN	N
	<b>55389 MARC</b>		<b>581.17</b>	<b>1 Transactions</b>			
<b>520</b>	<b>DEPT Total:</b>		<b>767.84</b>	<b>PARKS</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
<b>601</b>	<b>DEPT</b>			<b>AGRICULTURAL INSPECTION</b>			
17	13055 COLUMN SOFTWARE PBC 01-601-000-0000-6282		148.27	03/17/2022 03/17/2022 SOLAR GARDEN NOTE, CUP SCHMIDT	CEACC7F9-4,5	PLANNING/ZONING COMMITTEE EXPI	Y
	<b>13055 COLUMN SOFTWARE PBC</b>		<b>148.27</b>	<b>1 Transactions</b>			
19	13187 COORDINATED BUSINESS SYSTEMS LTD 01-601-000-0000-6401		84.36	02/24-03/23 COPIER LEASE	209430	OFFICE SUPPLIES & EQUIPMENT MAI	N

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
13187	COORDINATED BUSINESS SYSTEMS LTD		84.36	02/24/2022 03/23/2022	1 Transactions		
64868	ONE OFFICE SOLUTION						
75	01-601-000-0000-6401		74.53	ENVELOPES, LABELS	16743	OFFICE SUPPLIES & EQUIPMENT MAI	N
				03/16/2022 03/16/2022	1 Transactions		
64868	ONE OFFICE SOLUTION		74.53				
601	DEPT Total:		307.16	AGRICULTURAL INSPECTION	3 Vendors	3 Transactions	
602	DEPT			EXTENSION			
55642	MARCO TECHNOLOGIES LLC - MO						
115	01-602-000-0000-6401		197.75	03/20-04/20 KONICA LEASE	468594155	OFFICE SUPPLIES & EQUIPMENT MAI	N
				03/20/2022 04/20/2022	1 Transactions		
55642	MARCO TECHNOLOGIES LLC - MO		197.75				
64868	ONE OFFICE SOLUTION						
73	01-602-000-0000-6401		130.99	ENVELOPES	455638-00	OFFICE SUPPLIES & EQUIPMENT MAI	N
				03/08/2022 03/08/2022	1 Transactions		
64868	ONE OFFICE SOLUTION		130.99				
76778	REGENTS OF THE UNIVERSITY OF MINNES						
80	01-602-000-0000-6401		300.00	2022 FAIR ENTRY SUBSCRIPTION	03000029051	OFFICE SUPPLIES & EQUIPMENT MAI	N
				03/16/2022 03/16/2022	1 Transactions		
76778	REGENTS OF THE UNIVERSITY OF MINNES		300.00				
602	DEPT Total:		628.74	EXTENSION	3 Vendors	3 Transactions	
620	DEPT			SOIL AND WATER CONSERVATION DISTI			
10086	CARTER/EDWARD						
12	01-620-000-0000-6899		650.92	01/06-03/09 S&W MEETINGS		SUPERVISOR EXPENSES	Y
				01/06/2022 03/09/2022	1 Transactions		
10086	CARTER/EDWARD		650.92				
55640	MARCO TECHNOLOGIES LLC - MN						
58	01-620-000-0000-6401		402.12	COPIER LEASE PAYOFF	500050868800	OFFICE SUPPLIES & EQUIP MNTCE	N
				03/23/2022 03/23/2022			

\*\*\* Redwood County \*\*\*

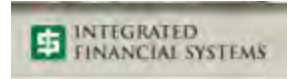


Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
55640	MARCO TECHNOLOGIES LLC - MN		402.12		1 Transactions		
65	55780 MAURER/RICHARD J 01-620-000-0000-6899		140.08	03/23 S&W MEETING 03/23/2022 03/23/2022	1 Transactions	SUPERVISOR EXPENSES	Y
74	64868 ONE OFFICE SOLUTION 01-620-000-0000-6401		72.22	SHEET PROTECTORS, DRYERASE 03/21/2022 03/21/2022	1 Transactions	OFFICE SUPPLIES & EQUIP MNTCE	N
77	71404 PLAETZ/JOSEPH 01-620-000-0000-6899		308.00	03/07&03/09 S&W MEETING 03/07/2022 03/09/2022	1 Transactions	SUPERVISOR EXPENSES	Y
101	87123 TIMM/BRIAN 01-620-000-0000-6899		150.52	03/09 S&W MEETING 03/09/2022 03/09/2022	1 Transactions	SUPERVISOR EXPENSES	Y
620	<b>DEPT Total:</b>		<b>1,723.86</b>	<b>SOIL AND WATER CONSERVATION DIST</b>	<b>6 Vendors</b>	<b>6 Transactions</b>	
704	DEPT 13025 COHRS/EDWARD			OTHER ECONOMIC DEVELOPMENT			
13	01-704-000-0000-6282		76.91	01/12 EDA MEETING & MILEAGE 01/12/2022 01/12/2022	1 Transactions	EDA BOARD EXPENSE (PER DIEMS)	Y
32	29770 GOBLISH/JENIFER 01-704-000-0000-6282		73.40	03/09 MEETING & MILEAGE 03/09/2022 03/09/2022	1 Transactions	EDA BOARD EXPENSE (PER DIEMS)	Y
35	33038 HEILING/STACEY 01-704-000-0000-6282		50.00	03/09 EDA MEETING 03/09/2022 03/09/2022		EDA BOARD EXPENSE (PER DIEMS)	Y

\*\*\* Redwood County \*\*\*



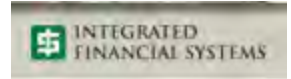
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	On Behalf of Name	
33038	HEILING/STACEY		50.00	1 Transactions		
41327	JENNIGES/JACOB					
43	01-704-000-0000-6282		99.73	03/09 EDA MEETING & MILEAGE 03/09/2022 03/09/2022	EDA BOARD EXPENSE (PER DIEMS)	Y
41327	JENNIGES/JACOB		99.73	1 Transactions		
47990	KOFFLER/HEATHER					
54	01-704-000-0000-6282		59.36	03/09 EDA MEETING & MILEAGE 03/09/2022 03/09/2022	EDA BOARD EXPENSE (PER DIEMS)	Y
47990	KOFFLER/HEATHER		59.36	1 Transactions		
49273	KUGLIN/SARAH					
55	01-704-000-0000-6282		57.02	03/09 EDA MEETING & MILEAGE 03/09/2022 03/09/2022	EDA BOARD EXPENSE (PER DIEMS)	Y
56	01-704-000-2862-6802		450.00	01/07-02/25 CBR MEETING 01/07/2022 02/25/2022	BROADBAND STUDY EXPENDITURES	Y
49273	KUGLIN/SARAH		507.02	2 Transactions		
704	DEPT Total:		866.42	OTHER ECONOMIC DEVELOPMENT	6 Vendors	7 Transactions
1	Fund Total:		135,216.96	GENERAL		118 Transactions



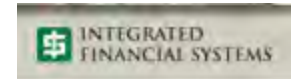
\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
119	DEPT			BUILDINGS AND PLANT			
11570	<b>CHOSEN VALLEY TESTING</b>						
122	10-119-000-2720-6619		1,687.00	CONCRETE TESTING 03/10/2022 03/10/2022	44192	ADDITION: JUSTICE CENTER	N
	<b>11570 CHOSEN VALLEY TESTING</b>		<b>1,687.00</b>	<b>1 Transactions</b>			
13081	<b>COMMUNITY ELECTRIC INC</b>						
123	10-119-000-2720-6619		119,347.55	PAY APP #7 03/10/2022 03/10/2022	STMT	ADDITION: JUSTICE CENTER	N
	<b>13081 COMMUNITY ELECTRIC INC</b>		<b>119,347.55</b>	<b>1 Transactions</b>			
13172	<b>CONTEGRITY GROUP INC</b>						
125	10-119-000-2720-6619		11,014.00	CONSTRUCTION MANAGEMENT - JC 03/10/2022 03/10/2022	2022044	ADDITION: JUSTICE CENTER	N
124	10-119-000-2720-6619		17,255.42	GENERAL CONDITIONS - JC 03/10/2022 03/10/2022	2022045	ADDITION: JUSTICE CENTER	N
	<b>13172 CONTEGRITY GROUP INC</b>		<b>28,269.42</b>	<b>2 Transactions</b>			
14085	<b>CS PAINTING SERVICES</b>						
126	10-119-000-0000-6899		4,985.00	PROBATION OFFICE PAINTING 03/29/2022 03/29/2022	882	MISCELLANEOUS	Y
	<b>14085 CS PAINTING SERVICES</b>		<b>4,985.00</b>	<b>1 Transactions</b>			
20730	<b>ECOWATER SYSTEMS</b>						
127	10-119-000-2720-6619		33.00	COOLER RENTAL, WATER DELIVERY 03/10/2022 03/10/2022	2104.1.023	ADDITION: JUSTICE CENTER	N
	<b>20730 ECOWATER SYSTEMS</b>		<b>33.00</b>	<b>1 Transactions</b>			
27425	<b>G &amp; R CONTROLS</b>						
128	10-119-000-2720-6619		11,932.00	PAY APP #12 03/10/2022 03/10/2022	STMT	ADDITION: JUSTICE CENTER	N
	<b>27425 G &amp; R CONTROLS</b>		<b>11,932.00</b>	<b>1 Transactions</b>			
27465	<b>GAG SHEET METAL INC</b>						
129	10-119-000-2720-6619		27,714.83	PAY APP #6 CAT #10 03/10/2022 03/10/2022	STMT	ADDITION: JUSTICE CENTER	N
130	10-119-000-2720-6619		6,953.05	PAY APP #7 CAT #11 03/10/2022 03/10/2022	STMT	ADDITION: JUSTICE CENTER	N
131	10-119-000-2720-6619		58,629.25	PAY APP #9 CAT#25	STMT	ADDITION: JUSTICE CENTER	N

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
27465	GAG SHEET METAL INC		93,297.13	03/10/2022 03/10/2022	3 Transactions		
31609	GUNION PAINTING LLC						
132	10-119-000-2720-6619		5,258.25	PAY APP #1 03/10/2022	STMT	ADDITION: JUSTICE CENTER	Y
31609	GUNION PAINTING LLC		5,258.25	03/10/2022	1 Transactions		
39509	J & K MASONRY						
133	10-119-000-2720-6619		32,525.15	PAY APP #8 03/10/2022	STMT	ADDITION: JUSTICE CENTER	N
39509	J & K MASONRY		32,525.15	03/10/2022	1 Transactions		
55699	MASTERS PLUMBING HEATING & COOLING						
134	10-119-000-2720-6619		57,052.25	PAY APP #3 03/10/2022	STMT	ADDITION: JUSTICE CENTER	N
55699	MASTERS PLUMBING HEATING & COOLING		57,052.25	03/10/2022	1 Transactions		
70006	PATRIOT ERECTORS INC						
135	10-119-000-2720-6619		19,000.00	PAY APP #5 03/10/2022	STMT	ADDITION: JUSTICE CENTER	N
70006	PATRIOT ERECTORS INC		19,000.00	03/10/2022	1 Transactions		
76150	REDWOOD BUILDING CENTER INC						
136	10-119-000-2720-6619		11.99	MASONRY 03/10/2022	2203-012873	ADDITION: JUSTICE CENTER	N
76150	REDWOOD BUILDING CENTER INC		11.99	03/10/2022	1 Transactions		
78819	RTL CONSTRUCTION INC						
137	10-119-000-2720-6619		20,016.79	PAY APP #7 03/10/2022	STMT	ADDITION: JUSTICE CENTER	N
78819	RTL CONSTRUCTION INC		20,016.79	03/10/2022	1 Transactions		
83297	SOUTHWEST SANITATION INC						
138	10-119-000-2720-6619		1,826.69	ROLL OFF CONTAINER 03/10/2022	47509	ADDITION: JUSTICE CENTER	N
83297	SOUTHWEST SANITATION INC		1,826.69	03/10/2022	1 Transactions		
84208	SUSSNER CONSTRUCTION INC						

RACHELW  
4/1/22 11:34AM

# \*\*\* Redwood County \*\*\*



10 BUILDING FUND

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 20

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
139	10-119-000-2720-6619		PAY APP #3	STMT	ADDITION: JUSTICE CENTER	N
			03/10/2022 03/10/2022			
				1 Transactions		
<b>84208</b>	<b>SUSSNER CONSTRUCTION INC</b>					
			8,193.75			
			8,193.75			
<b>119</b>	<b>DEPT Total:</b>		<b>403,435.97</b>	<b>BUILDINGS AND PLANT</b>	<b>15 Vendors</b>	<b>18 Transactions</b>
<b>10</b>	<b>Fund Total:</b>		<b>403,435.97</b>	<b>BUILDING FUND</b>		<b>18 Transactions</b>

RACHELW  
4/1/22 11:34AM  
15 DITCH

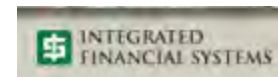
\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			DITCH MAINTENANCE			
6034	BEHREND/SMARK						
140	15-611-000-0000-6899		650.00	JD 14 DITCH VIEWING 01/16/2022 01/29/2022	STMT	MISCELLANEOUS	Y
141	15-611-000-0000-6899		1,300.00	CD 52 DITCH VIEWING 01/16/2022 01/29/2022	STMT	MISCELLANEOUS	Y
142	15-611-000-0000-6899		832.91	CD 52 DITCH VIEWING 02/01/2022 02/07/2022	STMT	MISCELLANEOUS	Y
143	15-611-000-0000-6899		767.91	JD 14 DITCH VIEWING 02/01/2022 02/07/2022	STMT	MISCELLANEOUS	Y
<b>6034</b>	<b>BEHREND/SMARK</b>		<b>3,550.82</b>	<b>4 Transactions</b>			
7570	BOLTON & MENK INC						
144	15-611-000-0000-6899		2,641.50	JD 91 R&YM PROF SERVICES 03/09/2022 03/09/2022	285291	MISCELLANEOUS	N
<b>7570</b>	<b>BOLTON &amp; MENK INC</b>		<b>2,641.50</b>	<b>1 Transactions</b>			
13187	COORDINATED BUSINESS SYSTEMS LTD						
145	15-611-000-0000-6401		84.36	02/24-03/23 COPIER LEASE 02/24/2022 03/23/2022	209430	OFFICE SUPPLIES & EQUIPMENT MAI	N
<b>13187</b>	<b>COORDINATED BUSINESS SYSTEMS LTD</b>		<b>84.36</b>	<b>1 Transactions</b>			
27565	GATEHOUSE MEDIA MINNESOTA HOLDING						
160	15-611-000-0000-6899		234.00	CD 52 LEGALS 02/24/2022 02/24/2022	618431	MISCELLANEOUS	N
161	15-611-000-0000-6899		207.00	CD 20 LEGALS 02/24/2022 02/24/2022	618431	MISCELLANEOUS	N
162	15-611-000-0000-6899		236.57	CD 64 LEGALS 02/24/2022 02/24/2022	618431	MISCELLANEOUS	N
<b>27565</b>	<b>GATEHOUSE MEDIA MINNESOTA HOLDING</b>		<b>677.57</b>	<b>3 Transactions</b>			
32432	HANSEN/ROBERT M						
146	15-611-000-0000-6899		307.18	CD 52 DITCH VIEWING 02/02/2022 02/03/2022	STMT	MISCELLANEOUS	Y
147	15-611-000-0000-6899		307.18	JD 14 DITCH VIEWING 03/07/2022 03/07/2022	STMT	MISCELLANEOUS	Y
148	15-611-000-0000-6899		642.42	JD 15 DITCH VIEWING 02/02/2022 02/03/2022	STMT	MISCELLANEOUS	Y

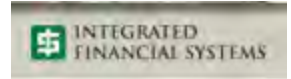
# \*\*\* Redwood County \*\*\*



## Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
<b>32432</b>	<b>HANSEN/ROBERT M</b>		<b>1,256.78</b>		<b>3 Transactions</b>		
43146	<b>JOHNSON/STEVEN M</b>						
163	15-611-000-0000-6899		596.91	CD 55 DITCH VIEWING 03/08/2022 03/18/2022	STMT	MISCELLANEOUS	Y
164	15-611-000-0000-6899		512.76	CD 63 DITCH VIEWING 03/08/2022 03/18/2022	STMT	MISCELLANEOUS	Y
165	15-611-000-0000-6899		452.76	CD 65 DITCH VIEWING 03/08/2022 03/18/2022	STMT	MISCELLANEOUS	Y
<b>43146</b>	<b>JOHNSON/STEVEN M</b>		<b>1,562.43</b>		<b>3 Transactions</b>		
82414	<b>JONES HAUGH SMITH</b>						
172	15-611-000-0000-6899		1,260.00	CD 53 PROFESSIONAL SERVICES 03/17/2022 03/17/2022	42824	MISCELLANEOUS	N
168	15-611-000-0000-6899		1,680.00	CD 39 PROFESSIONAL SERVICES 03/17/2022 03/17/2022	42825	MISCELLANEOUS	N
169	15-611-000-0000-6899		2,240.00	CD 43 PROFESSIONAL SERVICES 03/17/2022 03/17/2022	42826	MISCELLANEOUS	N
170	15-611-000-0000-6899		1,960.00	CD 50 PROFESSIONAL SERVICES 03/17/2022 03/17/2022	42827	MISCELLANEOUS	N
171	15-611-000-0000-6899		2,400.00	CD 51 PROFESSIONAL SERVICES 03/17/2022 03/17/2022	42828	MISCELLANEOUS	N
<b>82414</b>	<b>JONES HAUGH SMITH</b>		<b>9,540.00</b>		<b>5 Transactions</b>		
45745	<b>KECK TREE SERVICE</b>						
173	15-611-000-0000-6899		10,000.00	JD 22 - TREE SERVICE WO#5273 03/13/2022 03/13/2022	STMT	MISCELLANEOUS	Y
<b>45745</b>	<b>KECK TREE SERVICE</b>		<b>10,000.00</b>		<b>1 Transactions</b>		
50050	<b>L &amp; S CONSTRUCTION CORP</b>						
157	15-611-000-0000-6896		1,041.29	CD 102 FEMA '19 02/01/2022 02/28/2022	STMT	FEMA EXPENDITURES	N
158	15-611-000-0000-6896		6,066.03	JD 31 FEMA '18 02/01/2022 02/28/2022	STMT	FEMA EXPENDITURES	N
159	15-611-000-0000-6896		14,326.79	JD 31 FEMA '19 02/01/2022 02/28/2022	STMT	FEMA EXPENDITURES	N
155	15-611-000-0000-6899		8.71	CD 102 DITCH REPAIR WO#5269 02/01/2022 02/28/2022	STMT	MISCELLANEOUS	N
156	15-611-000-0000-6899		5,232.18	JD 31 DITCH REPAIR	STMT	MISCELLANEOUS	N

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
<b>50050</b>	<b>L &amp; S CONSTRUCTION CORP</b>		<b>26,675.00</b>	02/01/2022 02/28/2022 5 Transactions			
50435	LANGSETH/KENDALL						
149	15-611-000-0000-6899		55.00	CD 14 DITCH VIEWING 02/16/2022 02/28/2022	STMT	MISCELLANEOUS	Y
150	15-611-000-0000-6899		110.00	CD 39 DITCH VIEWING 02/16/2022 02/28/2022	STMT	MISCELLANEOUS	Y
151	15-611-000-0000-6899		282.02	CD 43 DITCH VIEWING 02/16/2022 02/28/2022	STMT	MISCELLANEOUS	Y
152	15-611-000-0000-6899		137.50	CD 50 DITCH VIEWING 02/16/2022 02/28/2022	STMT	MISCELLANEOUS	Y
153	15-611-000-0000-6899		392.02	CD 51 DITCH VIEWING 02/16/2022 02/28/2022	STMT	MISCELLANEOUS	Y
154	15-611-000-0000-6899		55.00	CD 58 DITCH VIEWING 02/16/2022 02/28/2022	STMT	MISCELLANEOUS	Y
<b>50435</b>	<b>LANGSETH/KENDALL</b>		<b>1,031.54</b>	<b>6 Transactions</b>			
64868	ONE OFFICE SOLUTION						
174	15-611-000-0000-6401		74.52	ENVELOPES, LABELS 03/16/2022 03/16/2022	16743	OFFICE SUPPLIES & EQUIPMENT MAI N	
<b>64868</b>	<b>ONE OFFICE SOLUTION</b>		<b>74.52</b>	<b>1 Transactions</b>			
75464	RANGER PUMP COMPANY						
166	15-611-000-0000-6899		320.00	JD91 PUMP REPAIR 03/23/2022 03/23/2022	STMT	MISCELLANEOUS	Y
<b>75464</b>	<b>RANGER PUMP COMPANY</b>		<b>320.00</b>	<b>1 Transactions</b>			
77350	RINKE-NOONAN						
167	15-611-000-0000-6899		200.00	2022 FEB - RETAINER FEE 02/01/2022 02/28/2022	339830	MISCELLANEOUS	Y
<b>77350</b>	<b>RINKE-NOONAN</b>		<b>200.00</b>	<b>1 Transactions</b>			
86670	THOMPSON/JOHN L						
175	15-611-000-0000-6899		385.00	CD 52 DITCH VIEWING 02/02/2022 02/08/2022	STMT	MISCELLANEOUS	Y
176	15-611-000-0000-6899		440.00	JD 14 DITCH VIEWING 02/02/2022 02/08/2022	STMT	MISCELLANEOUS	Y

RACHELW  
4/1/22 11:34AM  
15 DITCH

# \*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
86670	THOMPSON/JOHN L		825.00		2 Transactions		
92280	WAKEFIELD/RICK						
177	15-611-000-0000-6331		26.91	2022 FEB - MILEAGE 02/02/2022	02/02/2022 1 Transactions	MILEAGE	Y
92280	WAKEFIELD/RICK		26.91				
611	<b>DEPT Total:</b>		58,466.43	<b>DITCH MAINTENANCE</b>	<b>15 Vendors</b>	<b>38 Transactions</b>	
15	<b>Fund Total:</b>		58,466.43	<b>DITCH</b>		<b>38 Transactions</b>	

RACHELW  
4/1/22 11:34AM  
22 SOLID WASTE

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
391	DEPT			SOLID WASTE			
	26510 FORKRUD/DAVID						
180	22-391-000-0000-6331		18.72	2022 FEB - MILEAGE 02/08/2022 02/08/2022		MILEAGE	N
	26510 FORKRUD/DAVID		18.72	1 Transactions			
391	<b>DEPT Total:</b>		<b>18.72</b>	<b>SOLID WASTE</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
395	DEPT			RRRSWA JOINT POWERS			
	5162 BAKER TILLY MUNICIPAL ADVISORS LLC						
120	22-395-000-0000-6701		320.22	2013A FINAL ABITRAGE CALC 2022 03/23/2022 03/23/2022	BTMA13614	BOND ISSUANCE COSTS	Y
	5162 BAKER TILLY MUNICIPAL ADVISORS LLC		320.22	1 Transactions			
395	<b>DEPT Total:</b>		<b>320.22</b>	<b>RRRSWA JOINT POWERS</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
22	<b>Fund Total:</b>		<b>338.94</b>	<b>SOLID WASTE</b>		<b>2 Transactions</b>	



RACHELW  
4/1/22 11:34AM

# \*\*\* Redwood County \*\*\*



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

**31** DEBT SERVICE

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
<b>802</b>	DEPT		DEBT SERVICE			
	5162 <b>BAKER TILLY MUNICIPAL ADVISORS LLC</b>					
121	31-802-000-2716-6701		2013A FINAL ABITRAGE CALC 2022	BTMA13614	ADMINISTRATIVE FEES 2013A LEC BC Y	
			03/23/2022 03/23/2022			
	<b>5162 BAKER TILLY MUNICIPAL ADVISORS LLC</b>		<b>529.78</b>	<b>1</b> Transactions		
<b>802</b>	<b>DEPT Total:</b>		<b>529.78</b>	<b>DEBT SERVICE</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
<b>31</b>	<b>Fund Total:</b>		<b>529.78</b>	<b>DEBT SERVICE</b>		<b>1 Transactions</b>

RACHELW  
4/1/22 11:34AM

\*\*\* **Redwood County** \*\*\*



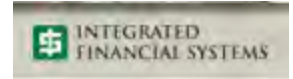
Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
84	78023 RIVER BEND THERAPEUTIC MASSAGE LLC		300.00	CHAIR MASSAGES	STMT	EMPLOYEE WELLNESS	Y
	73-801-000-0000-6178			03/22/2022 03/22/2022			
	78023 RIVER BEND THERAPEUTIC MASSAGE LLC		300.00		1 Transactions		
801	<b>DEPT Total:</b>		<b>300.00</b>	<b>NON-DEPARTMENTAL</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
73	<b>Fund Total:</b>		<b>300.00</b>	<b>INSURANCE</b>		<b>1 Transactions</b>	

RACHELW  
 4/1/22 11:34AM  
 85 SOIL & WATER CONSERVA

\*\*\* Redwood County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
620	DEPT			SOIL AND WATER CONSERVATION DIST			
23503	ESTEBO FRANK MUNSHOWER LTD						
178	85-620-975-0000-6802		1,258.50	EASEMENT FEES - HOGAN 03/23/2022 03/23/2022	41107	BWSR RIM-EASEMENTS EXPENSES	Y
	<b>23503 ESTEBO FRANK MUNSHOWER LTD</b>		<b>1,258.50</b>	<b>1 Transactions</b>			
30504	GREAT RIVER GREENING						
179	85-620-995-0000-6802		5,409.00	PROFESSIONAL SERVICES 01/01/2022 02/28/2022	2	LCCMR GRANT EXPENSES	N
	<b>30504 GREAT RIVER GREENING</b>		<b>5,409.00</b>	<b>1 Transactions</b>			
620	<b>DEPT Total:</b>		<b>6,667.50</b>	<b>SOIL AND WATER CONSERVATION DIST</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
85	<b>Fund Total:</b>		<b>6,667.50</b>	<b>SOIL &amp; WATER CONSERVATION</b>		<b>2 Transactions</b>	
	<b>Final Total:</b>		<b>604,955.58</b>	<b>133 Vendors</b>	<b>180 Transactions</b>		

\*\*\* **Redwood County** \*\*\*



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	135,216.96	GENERAL
10	403,435.97	BUILDING FUND
15	58,466.43	DITCH
22	338.94	SOLID WASTE
31	529.78	DEBT SERVICE
73	300.00	INSURANCE
85	6,667.50	SOIL & WATER CONSERVATION
<b>All Funds</b>	<b>604,955.58</b>	<b>Total</b>

Approved by, .....

.....

.....



**REQUEST FOR BOARD ACTION**

Requested Board Date: 4/5/22	Originating Dept.: Environmental
Preferred 2 <sup>nd</sup> Date:	
Discussion Item:	Presenter: Scott W
Approve contract with TKDA - park expansion	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:**

TKDA was awarded plum creek park bid at 3/15/22 board meeting in the amount of \$17,863. Contract for services is being presented today.

**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 \_\_\_\_\_, 2022 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 250 S Jefferson Street, Redwood, Minnesota 56283, and Toltz, King, Duvall, Anderson and Associates, Inc. (the “Consultant”), 444 Cedar Street, Suite 1500, Saint Paul, Minnesota 55101.

WHEREAS, the County is in need of concept and schematic design services for the expansion of Plum Creek County Park in Walnut Grove, Minnesota (the “Project”); and

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

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

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

**AGREEMENT**

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

2.2 **Personnel.** All work the Consultant is to perform shall be performed by competent and qualified personnel. Steven Foss 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; the analysis need not be exhaustive, but shall be sufficient to understand how the County's data and information may inform the Scope of Services, consistent with the standard of care. If any data or information is found to be incorrect or incomplete by the Consultant as a result of such analysis, 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 \$ 17,863.00 (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:

Toltz, King, Duvall, Anderson and Associates, Inc.  
444 Cedar Street, Suite 1500  
Saint Paul, Minnesota 55101

5. AUTHORIZED REPRESENTATIVE.

Scott Wold 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 Government Center  
403 South Mill Street  
Redwood Falls, Minnesota 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. Likewise, County acknowledges that Consultant's work products are instruments of Consultant's professional services, intended for a specific purpose; any re-use or modification by or on behalf of County without Consultant's approval shall be without risk to Consultant. 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**

**TOLTZ, KING, DUVALL, ANDERSON,  
AND ASSOCIATES, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

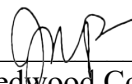
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Redwood County Attorney

Date: 03.25.2022

# 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:

### County Participation, Project Approach, and Work Plan

#### County Participation

TKDA requests the following from Redwood County Staff:

- PMT staff attendance and feedback at meetings
- Provide existing plans and background information
- Provide meeting space location and attend one public meeting

#### Project Approach

Our approach is organized into four tasks, which encompass the design process and project management, as outlined in chronological order in the work plan. For each task we have identified specific deliverables and responsibilities that account for valuable input from county staff, Plum Creek Park Committee, and the public. By establishing clear and consistent communication, this design process offers opportunity to vet design options as a team as the project advances.

It is our mission to build upon the recent successful grant application outcomes for this park. TKDA will conclude the design process through crafting final deliverables that not only respond to the desired goals and objectives, but will also be implementable and within the specified project budget.

#### Work Plan

We anticipate using the following steps to complete the scope of work necessary to deliver the final product. It will provide the County with the necessary information to seek grant funding. We assume a March 8th start date after contract approval.

##### Task 1 - Project Kick-off Meeting with Project Management Team (PMT)

The general purpose of the kickoff meeting is to familiarize the TKDA team and the PMT. Steve will establish a point of contact from the County and communicate in identifying the make-up of the PMT. Establishing the PMT is essential to ensure communication is directed to individuals most familiar with the site, resulting in well informed decisions throughout the design process. Through this initial meeting, TKDA and the PMT will gather critical site information and establish goals which align with expanding both camping and recreational opportunities around the campground.

Following the kick-off, subsequent meetings will follow throughout the design process. Below are a list of identified meetings also referenced in the schedule.

- Project Kick-off Meeting (March)
- Preliminary Concept Review Meeting (April)
- Public Meeting to Review Concepts (May)
- Schematic Plan and Estimate Review Meeting (June)

##### Consultant Deliverables

- Meeting agenda and minutes

##### County responsibilities

- Appoint staff member as County point of contact for Project Management Team (PMT)
- Assemble and provide recommended staff to serve as part of the PMT
- Background information
- Site Survey
- Lidar data

##### Task 2 - Preliminary Concept Design

Working with County staff we assemble and review prior planning documents TKDA will develop two preliminary conceptual plans for the 10-acre property surrounding the main campground and the lake front. These plans will build off of the master plan completed in 2016 and integrate elements defined in the RFP as well as information gathered from the project kickoff meeting. TKDA will present the plans virtually to the PMT to gain their input and make decisions to keep the design process moving forward.

##### Consultant Deliverables

- Meeting agenda and minutes
- Preliminary concept plans in electronic PDF format

##### County responsibilities

- PMT staff attendance and feedback

### Task 3 - Concept Design

Following the preliminary conceptual design presentations, TKDA will make refinements to the plans which will be presented to the public. Through presenting the concept plans to the public, TKDA will gather input and feedback in developing one final schematic design. The schematic design may include one preferred concept or a combination of elements from the two concept plans. Through the development of the schematic design, TKDA will also provide an estimate reflecting the proposed improvements.

#### Consultant Deliverables

- Revised concept plans in electronic PDF format and two (2) print copies for public meeting
- Question and comment cards for public input
- Provide summary of feedback received from public meeting

#### County responsibilities

- PMT staff attendance and feedback
- Provide meeting space location

### Task 4 - Schematic Design

Once developed, TKDA will hold a virtual meeting with the PMT to review the schematic design and estimate. At this time, TKDA will seek final comments which will be incorporated into the final schematic design plans and estimate for approval. Final plans and estimate will be developed to prioritize budget to align with grant funding which will then be used by the County in hopes of attaining grant funding in 2023.

#### Consultant Deliverables

- Meeting agenda, minutes
- Schematic plan and cost estimate in electronic PDF format and two (2) print copies

#### County responsibilities

- PMT staff attendance and feedback



Click the links below to view existing online engagement sites we have successfully implemented:

[Hennepin County: Vernon Avenue Bridge](#)

[City of St. Paul: RiverCentre Bridge & Exchange Street Viaduct](#)



Community Engagement for Hall and Farwell Parks in Minneapolis



## 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 July 15, 2022.

#### Schedule

Our proposed schedule is based on assumption of a project start after approval of the contract in early-March and concludes with submittal of final deliverables in mid-July. We will work with County staff to adhere to the schedule or shift dates as needed.

TASK	March	April	May	June	July	August
1. Project management	①	②	③	④		
2. Preliminary Concept Design						
3. Concept Design						
4. Schematic Design						

- ① Project Kick-off Meeting
- ② Preliminary Concept Review Meeting
- ③ Public Meeting to Review Concepts
- ④ Schematic Plan and Estimate Review Meeting

\*All meetings will include PMT

**EXHIBIT C**  
**COMPENSATION**

The County shall pay Consultant \$ 17,863.00 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.

**Budget**

Our fee is broken out by task corresponding to our schedule. We are open to negotiation on fee if the scope of work or deliverables desired by the County are amended or additional services are requested.

TASK	Fee	Reimbursable Expenses	Task Total
1. Project Management and Meetings	\$ 5,229.00		\$ 5,229.00
2. Preliminary Concept Design	\$ 5,382.00		\$ 5,382.00
3. Concept Design	\$ 1,357.00	\$ 100.00	\$ 1,457.00
4. Schematic Design and Estimate (30%)	\$ 5,695.00	\$ 100.00	\$ 5,795.00
<b>TOTAL PROJECT FEE</b>	<b>\$ 17,663.00</b>	<b>\$ 200.00</b>	<b>\$ 17,863.00</b>

## EXHIBIT D

### INSURANCE REQUIREMENTS

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

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

- c. Employers Liability:
  - as required by the State of Minnesota
- d. Professional/Technical Liability or Errors and Omissions:
  - \$500,000 per claim – Errors & Omissions
  - 
  - \$3,000,000 annual aggregate

3. Deductibles and Self-Insurance:

- a. Any deductibles will be the sole responsibility of the Consultant and may not exceed \$50,000 without the written consent of the County. Any request for a higher deductible must first be approved by the County after Consultant provides the County with financial documentation sufficient for the County to determine whether Consultant has the financial resources to cover the requested deductible.

4. Additional Insurance Conditions:

- a. Consultant's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County. The County's insurance or self-insurance program shall be excess of Consultant's insurance and shall not contribute to it.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the NCDA or its officers, officials, employees or volunteers.
- c. Consultant must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Consultant shall provide the County with certificates of insurance and original endorsements showing that the Consultant has each type of insurance coverage and limits required under this Agreement. All certificates and endorsements are to be received and approved by the County before work commences.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4-5-2022	<b>Originating Dept.:</b> Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Scott Wold
Plum Creek Park Farmland Lease	<b>estimated time needed:</b> 5 min
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

**If Action, Board Motion Requested:**

Approve the lease agreement with Dennis Hemish to rent 8.1 acres at \$250.00 / acre, total is \$2,025

**Background Information:**

Dennis Hemish has expressed interest in continuing to rent the parcel that Redwood County bought to expand the borders of Plum Creek County Park. It would benefit the County to lease this parcel out for an additional year and then use the proceeds to offset the cost of improvements on the newly land.

Since this lease is under \$15,000 it is not subject to the bidding requirement under Minnesota Statutes §373.01, subdivision 1(b).

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 \*\***

# LEASE AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Redwood County, a political subdivision of the State of Minnesota, (“Lessor”), and Dennis Hemish, an individual, (“Lessee”), witnesseth as follows:

## **I. Term.**

The term of this Lease shall be for one year commencing on April 15, 2022, and ending on the date the Lessee has fully removed the growing crop on the premises in the fall of 2022 or on December 31, 2022, whichever occurs first, unless sooner terminated as herein provided.

## **II. Demise and Description of Premises**

The Lessor, in consideration of the rents, promises, and covenants contained herein, Leases to Lessee the following described property situated in the County of Redwood, and State of Minnesota:

See Exhibit “A” attached hereto.

## **III. Rent**

Lessee agrees to pay Lessor rent for the property in the sum of \$250.00 per acre for an agreed amount of \$ 2,025.00 per year, to be paid on or before April 20<sup>th</sup> of each rental year.

Lessor agrees that the Lessee, upon paying the rent and complying with the terms and conditions of this Lease, shall quietly and peaceably have, hold and enjoy the premises for the term of this Lease.

## **IV. Payment of Costs and Expenses**

Costs and expenses of any kind whatsoever in connection with the use, operation, and maintenance of the premises, and all activities conducted thereon shall be the sole responsibility of Lessee and the Lessor shall have no responsibility of any kind for any of said costs and/or expenses thereof.

## **V. Use of Premises**

Subject to the other terms and provisions contained herein, the Lessee shall be permitted to use the premises for any agricultural purposes only.

Hunting and trapping is prohibited upon the premises.

Lessee shall immediately notify Lessor of any washouts, cave-ins, slides, building damage,

or other dangerous conditions on the premises or landfill portion of the property.

Furthermore, during the term of this Lease, the Lessee shall comply with all applicable laws affecting the premises, the breach of which might result in any penalty on the Lessor or the forfeiture of the Lessor's title to the premises. The Lessee shall not commit or allow to be committed any waste or nuisance on the premises. Lessee shall be solely responsible for any violation of any applicable laws affecting the premise and for any waste or nuisance on the premises.

Lessee does hereby agree with Lessor to destroy all noxious weeds growing on the premises, declared by Minnesota or federal statute to be nuisances, within the time as prescribed by law, and shall keep all roadways and other parts of land, not in crop, mowed and free from growing weeds, Lessor or his agent shall have the right to enter upon said premises at any time.

Lessee shall be solely responsible for all care and upkeep of the leased premises.

Lessee shall, at the expiration of the term of this Lease, quietly yield and surrender the leased premises to the Lessor in as good a condition as when taken and further covenants to return the premises to the Lessor without fall tillage or application of pesticides, herbicides or fertilizer.

#### **VI. Right to Sublease.**

The Lessee shall not assign this Agreement nor sublet the leased premises to any other party without the prior written consent of the Lessor.

#### **VII. Notices.**

All communications, demands, notices, or objections permitted or required to be given or served under this Lease Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to the other party to this Lease, to the address set forth next to such party's signature at the end of this Lease Agreement, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner.

Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

#### **VIII. Mechanics' Liens.**

The Lessee hereby covenants and agrees that the Lessee will not permit or allow any

mechanics' or materialmen's liens to be placed on the Lessor's interest in the premises during the term hereof.

#### **IX. Indemnification of Lessor.**

The Lessor shall not be liable, and the Lessee shall indemnify, save, hold harmless, and defend the Lessor, for any claim, loss, injury, death, or damage arising from or in any way related to the Lessee's use of the premises to persons or property which may at any time be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the premises, or be in, on, or about the premises, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, negligence, or intentional misconduct of the Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the manner or things above set forth, and the Lessee shall indemnify the Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage.

Lessee shall obtain liability insurance to cover this indemnity agreement with a minimum policy limit of \$300,000 naming Lessor as an additional insured. Lessee shall mail a certificate of said insurance evidencing to Lessor at Redwood County on the date of this Lease.

#### **X. Attorney's Fees.**

If any action at law or in equity shall be brought to recover any rent under this Lease, on account of any breach of the Lease, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree.

#### **XI. Termination of Lease.**

The Lease shall terminate at the end of the Term described in Section I herein unless otherwise extended for one year as provided in Section XIX or in the event of default by Lessee described in Section XII. This Lease will not renew automatically after the end of the term. Lessee shall not remain in possession of the premises after the expiration of this Lease.

Both Lessor and Lessee have the option of terminating this Lease prior to the end of the Term described herein. This Lease is terminable upon either party giving 60 days written notice to the other party. Termination of the Lease by either party as described in this paragraph shall be deemed "default" and subject to the provisions of Paragraph XII herein.

#### **XII. Default.**

In the event of any default of this Lease by the Lessee, the Lessor, in addition to the other



rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property otherwise from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Lessee. Should the Lessor elect to reenter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, the Lessor may either terminate this Lease or it may from time to time, without terminating this Lease, relet the premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as the Lessor in the sole discretion of Lessor may deem advisable, with the right to make alterations and repairs to the premises. On such reletting (a) the Lessee shall be immediately liable to pay the Lessor, in addition to any indebtedness, other than the rent due hereunder, the expenses of such reletting and of such alterations and repairs incurred by the Lessor and the amount, if any, by which the rent reserved in this Lease for the period of such reletting, up to but not beyond the term of this Lease, exceed the amount agreed to be paid as rent for the premises for such period on such reletting, or (b) at the option of the Lessor, rents received by such Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from the Lessee to the Lessor; second, to the payment of any expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by the Lessor and applied in payment of future rent as it may become due and payable hereunder. If the Lessee has been credited with any rent to be received by such reletting under option (a) hereof and if such rent shall not be promptly paid to the Lessor by the new tenant or if such rentals received from such reletting under option (b) hereof during any month is less than that to be paid under that month by the Lessee hereunder, the Lessee shall pay any such deficiency to the Lessor.

No such reentry or taking possession of the premises by the Lessor shall be construed as an election on the part of the Lessor to terminate this Lease unless a written notice of such intention is given to the Lessee or unless a determination thereof is determined by a Court of competent jurisdiction. Notwithstanding such reletting without termination, the Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, the Lessor may recover from the Lessee all damages incurred by reason of such breach, including the cost of recovering the premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from the Lessee to the Lessor.

### **XIII. Lessor's Right to Perform**

In addition to any other provision contained herein, in the event that the Lessee shall be in default hereunder by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, and such failure shall continue for a period of thirty (30) days after written notice from the Lessor thereof, the Lessor may at the Lessor's option do or perform, or cause to done or performed, such act or thing, and the Lessor shall not be liable, or be held liable

or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to the Lessee on account thereof. The Lessee shall pay to the Lessor on demand the entire expense thereof, including compensation to the agents and employees of the Lessor.

The Lessor shall be permitted to enter the premises while exercising any right given to it by the terms of this section. Any act or thing done by the Lessor pursuant to the provisions of this section shall not be or be construed to be a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition herein contained for the performance thereof, or of any other right or remedy of the Lessor, hereunder or otherwise.

#### **XIV. Surrender of Lease; Effect on Subleases.**

The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger and shall at the option of the Lessor terminate any or all existing subleases or subtenancies or may at the option of the Lessor operate as an assignment to it of any or all such subleases or subtenancies. The terms of this section shall be included in all such subleases.

#### **XV. Ownership of Improvements on Termination of Lease**

On the termination of this Lease for any cause, the Lessor shall become the absolute owner of any buildings or improvements of any nature or kind on the premises, regardless of who placed such buildings or improvements thereon, and the Lessee shall not thereafter have any interest whatsoever therein.

#### **XVI. Time Is Of the Essence.**

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

#### **XVII. No Partnership, Joint Venture or Fiduciary Relationship Created Hereby.**

Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the Lessor and the Lessee. It is understood and agreed that the sole relationship created hereby is one of landlord and tenant. All laws and statutes of the County of Redwood and the State of Minnesota relative to landlord and tenant relationship shall be applicable to the parties herein.

#### **XVIII. Minnesota Law**

This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

#### **XIX. Extension**

The Lease Term contained in Section I may be extended, upon agreement of the Lessor and Lessee, for an additional one year period, provided the Lessee has satisfactorily complied with the terms and conditions of this Lease. Such extension shall be under the same terms and conditions stated in this Lease. Notice of intent to extend shall be given by Lessee at least sixty days, but not more than ninety days before the expiration of the Lease.

**XX. Cumulative Rights**

Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative, and in addition to, every other right or remedy given herein or not hereafter existing at law, in equity, or by statute.

**XXI. Severable Provisions.**

Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Lease.

**XXII. Entire Agreement.**

This Lease together with Exhibit A contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in a writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSOR:

Redwood County  
c/o Vicki Knobloch, County Administrator  
PO Box 130  
Redwood Falls, MN 56283


By: \_\_\_\_\_  
Jim Salfer  
Board Chair

By: \_\_\_\_\_  
Vicki Knobloch  
County Administrator

LESSEE

\_\_\_\_\_  
Dennis Hemish  
16345 Bunker Avenue  
Walnut Grove, MN 56180

Approved as to Form:

  
\_\_\_\_\_  
Jenna Peterson  
Redwood County Attorney

## Exhibit "A"

### Legal Description

Rental of approximately 8.4 tillable acres in All that part of the Northeast Quarter of Section Thirty-five (35), Township One Hundred Nine (109) North, Range Thirty-nine (39) West, Redwood County, Minnesota, being more particularly described as follows: Commencing at the northwest corner of the Southwest Quarter of said Northeast Quarter; thence South 00 degrees 07 minutes 42 seconds East, bearing based on Redwood County Coordinate System, along the west line of the Southwest Quarter of said Northeast Quarter, a distance of 643.50 feet; thence North 89 degrees 47 minutes 18 seconds East a distance of 620.00 feet, thence North 00 degrees 15 minutes 42 seconds West a distance of 417.06 feet, to the point of beginning; thence continuing North 00 degrees 15 minutes 42 seconds West a distance of 230.00 feet, to a point on the north line of the Southwest Quarter of said Northeast Quarter; thence North 89 degrees 27 minutes 30 seconds East, along said north line, a distance of 693.18 feet, to the southwest corner of the Northeast Quarter of said Northeast Quarter; thence continuing North 89 degrees 27 minutes 30 seconds East, along the south line of the Northeast Quarter of said Northeast Quarter, a distance of 125.00 feet; thence North 00 degrees 16 minutes 48 seconds West, parallel to the west line of the Northeast Quarter of said Northeast Quarter, a distance of 1029.62 feet, to a point on a line which is 294 feet south and parallel with the north line of the Northeast Quarter of said Northeast Quarter; thence North 89 degrees 30 minutes 53 seconds East, parallel to said north line, a distance of 200.00 feet; thence South 00 degrees 16 minutes 48 seconds East, parallel to the west line of the Northeast Quarter of said Northeast Quarter, a distance of 1259.42 feet; thence South 89 degrees 27 minutes 30 seconds West, parallel to the north line of the Southwest Quarter of said Northeast Quarter, a distance of 1018.26 feet, to the point of beginning.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4/5/22	<b>Originating Dept.:</b> Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Scott W
CD 48 - Petition for rerouting - Kwik Trip	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Petition to reroute CD 48 has been submitted by Carlson McCain on behalf of Kwik Trip. Set time and date for Public Hearing for May 3 at 10:00 a.m.

**Background Information:**

Reroute is proposed to move County tile so that it is not under the proposed Kwik Trip parking lot.

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 \*\***



March 15, 2022

Public Ditch Authority  
c/o Scott Wold, Redwood County Environmental  
Redwood County Government Center  
403 South Mill Street  
PO Box 130  
Redwood Falls, MN 56283

Re: Petition for Realignment of County Ditch 48  
Kwik Trip Store 1203  
US Highway 71 and County Road 1  
Redwood Falls, Minnesota

Dear Mr. Wold:

With this letter and supporting documentation, Kwik Trip, Inc. (Petitioner) formally petitions the Redwood County as the drainage authority for County Ditch 48 for permission to abandon and relocate a portion of the ditch that runs through the proposed Kwik Trip site. This petition is made pursuant to Minnesota Statutes, Section 103E.

### **Background**

This request is made to accommodate a Kwik Trip convenience store, fueling canopies, and drive lanes to be constructed on the subject property by the Petitioner. The subject site is located in the southeast corner of US Highway 71 and County Road 1 in Redwood County, Redwood Falls, Minnesota. County Ditch 48 traverses the site from northwest to southeast as a 14-inch concrete drintile. A portion of the ditch is located within the extents of the proposed site improvements, necessitating the abandonment and realignment.

### **Existing Conditions**

The proposed site consists of 13.39 acres and is part of the northeast quarter of Section 5, Township 112, Range 35, located in the southeast corner of US Highway 71 and County Road 1. The site is bounded on the north by US Highway 71, on the west by County Road 1, on the south by undeveloped grasslands, and on the east by commercial property. The site is currently abandoned commercial property.

County Ditch 48 traverses the site from northwest to southeast as a 14-inch concrete drintile. County Ditch 48 drains southeast to County Ditch 52, which in turn drains to Crow Creek and then to the Minnesota River.

## **Proposed Conditions**

The plan of development proposes to remove/abandon approximately 430 feet of the 14-inch concrete drain tile and replace it with approximately 538 feet of 15-inch reinforced concrete pipe. The proposed ditch realignment will begin at the existing 45-degree bend at the northwest corner of the property and will end in the central portion of the property 430 feet to the southeast. The new alignment will run southerly along County Road 1, and then easterly where it will tie back into the existing ditch. It is proposed to use 48-inch concrete manholes at the connections and bends in the new alignment.

See attached Site Improvement Plans and Stormwater Management Plan for details.

## **Funding**

The Petitioner will provide 100% funding for design, construction, and oversight costs associated with the ditch realignments and abandonments. No funding from Redwood County or other public entities is being requested for this project.

## **“Terms of the Funds”**

The following language in the petition serves as the “terms” of the bond/cash deposit. This is taken directly from state statute:

1. Accompanying this petition is the Petitioner’s escrow deposit of \$10,000. Petitioner acknowledges and agrees that additional deposit may be required as additional costs are incurred in the proceedings. Petitioner agrees to pay all costs and expenses that may be incurred if the proceedings are dismissed.
2. Petitioner acknowledges that the costs incurred before the proposed drainage system modification is established may not exceed the amount in the amount of the Petitioner’s deposit.
3. Petitioner acknowledges that a claim for expenses greater than the amount of the deposit may not be paid unless an additional deposit is filed.
4. Petitioner acknowledges that if the drainage authority determines that the cost of the proceedings will be greater than the Petitioner’s deposit before the proposed drainage system modification is established, the drainage authority must require an additional deposit to cover all costs to be filed within a prescribed time.
5. Petitioner acknowledges that the proceeding will be stopped until the additional deposit prescribed by the drainage authority is filed.
6. Petitioner acknowledges that if the additional deposit is not filed within the time prescribed, the proceeding must be dismissed.
7. Petitioner acknowledges that the costs of Redwood County in the proceedings will be paid from the deposit.



## Maintenance

Ownership and maintenance of the ditches will continue to be Redwood County. The Petitioner will provide an easement and routes for Redwood County access and maintenance.

## Closing

We request that Redwood County as Public Ditch Authority set a time and location for a public hearing on this partial abandonment and realignment petition and give notice of the hearing by mail to owners of all property benefited by the drainage system either in a newspaper of general circulation within the affected drainage area or by publication on the Redwood County website pursuant to Minnesota Statutes, Sections 103E.805 and 103E.806.

Please contact me at (763)489-7912 or [jradach@carlsonmccain.com](mailto:jradach@carlsonmccain.com) if you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe T. R.", is positioned above the typed name.

Joseph Radach, PE  
Carlson McCain

Petitioner Signature

Emily Helwig  
Kwik Trip, Inc.

Attachments: Kwik Trip Store 1203 Site Improvement Plans  
Kwik Trip Store 1203 Stormwater Management Plan

# KWIK TRIP STORE #1203

## PERMIT SET CITY OF REDWOOD FALLS REDWOOD COUNTY, MINNESOTA

**Kwik  
TRIP**

**Kwik  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

**CARLSON  
McCain**

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
TEL 763-489-7900 \ FAX 763-489-7959 \ CARLSONMCCAIN.COM

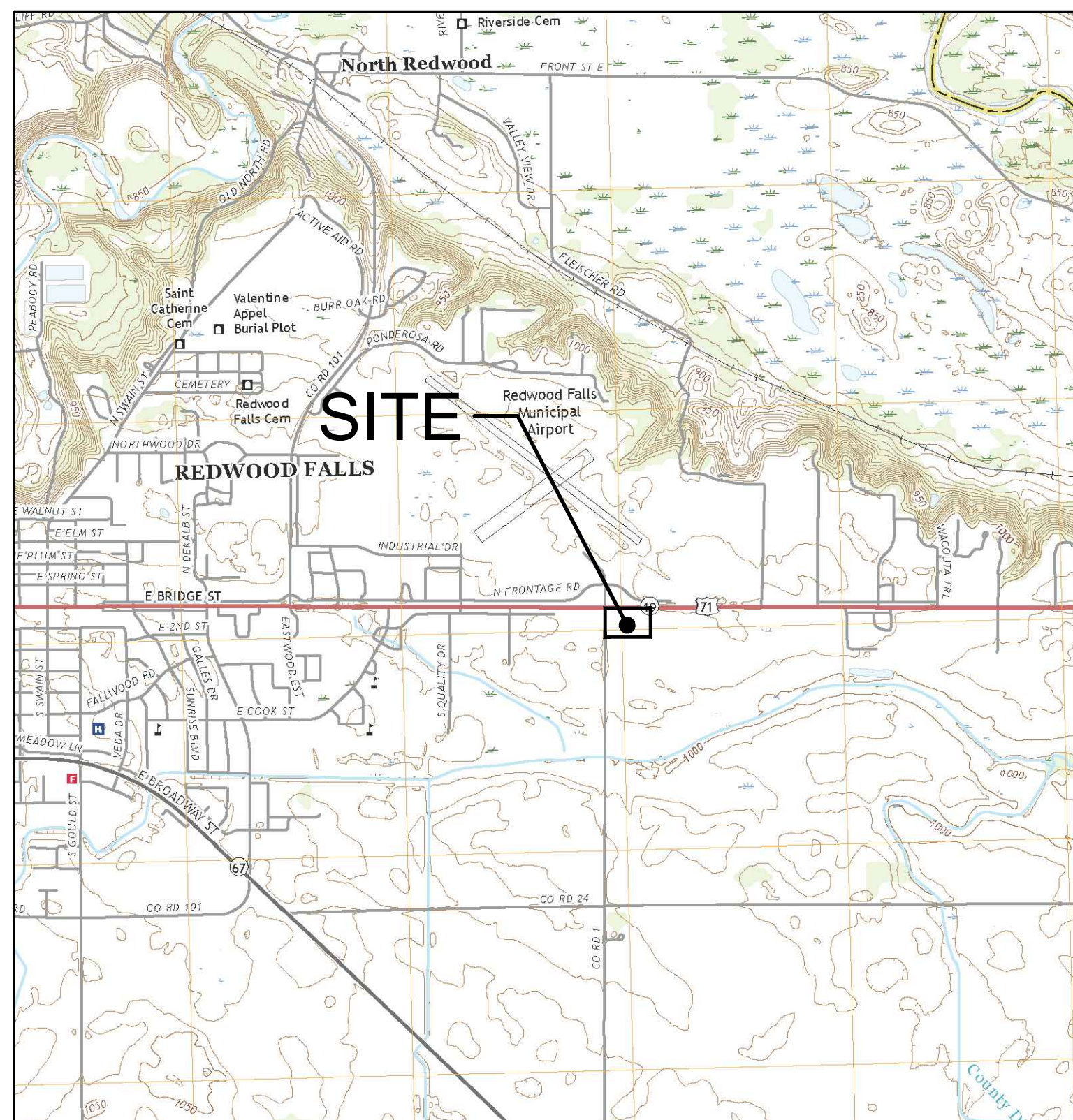
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
Signature: *Joseph T. Radach*  
Date: 01/03/22 License #: 45889

COVER SHEET  
CONVENIENCE STORE #1203  
WITH 1-BAY CARWASH  
& SIDE DIESEL  
HIGHWAY 71 & COUNTY ROAD 1  
REDWOOD FALLS, MINNESOTA

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 T1



SITE LOCATION MAP



AERIAL LOCATION MAP

### DRAWING INDEX

T1	TITLE SHEET
ALTA	ALTA SURVEY
DM1	DEMO PLAN
SP0	SITE CIRCULATION PLAN
SP1	SITE DIMENSION PLAN
SP1.1	SITE KEYNOTE PLAN
SP1.2	TURN LANE PLAN
SP2	GRADE PLAN
SP2.1	GRADE PLAN (TURN LANE)
SP3	STORM SEWER PLAN
SP3.1	STORM SEWER NOTES & DETAILS
SP4	UTILITY PLAN
SP4.1	UTILITY NOTES
SP5	SITE PLAN DETAILS
SP6	SITE PLAN DETAILS
SWP1	EROSION CONTROL PLAN
SWP2	EROSION CONTROL NOTES
SWP3	EROSION CONTROL DETAILS
SWP4	EROSION CONTROL DETAILS
L1	LANDSCAPE PLAN
L2	LANDSCAPE PLAN
L3	LANDSCAPE PLAN
E1	PHOTOMETRIC LIGHTING PLAN

**OWNER**  
KWIK TRIP, INC  
EMILY HELWID  
1626 OAK STREET  
LA CROSSE, WI 54602  
PHONE: 608-791-7443  
EMAIL: [ehelwig@kwiktrip.com](mailto:ehelwig@kwiktrip.com)

**CIVIL ENGINEER**  
CARLSON MCCAIN, INC.  
JOSEPH RADACH  
3890 PHEASANT RIDGE DR NE, #100  
BLAINE, MN 55449  
PHONE: 763-489-7912  
EMAIL: [jradach@carlsonmccain.com](mailto:jradach@carlsonmccain.com)

**SITE DESIGNER**  
CARLSON MCCAIN, INC.  
JOSEPH RADACH  
3890 PHEASANT RIDGE DR NE, #100  
BLAINE, MN 55449  
PHONE: 763-489-7912  
EMAIL: [jradach@carlsonmccain.com](mailto:jradach@carlsonmccain.com)

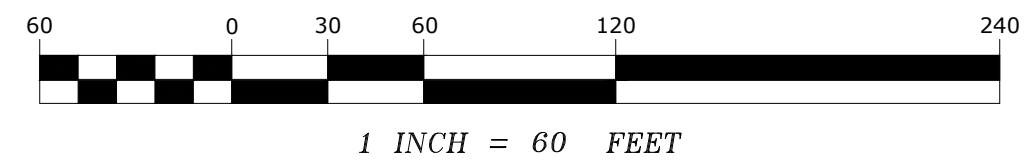
**SURVEYOR**  
EG RUD & SONS  
SAMUEL NIEMELA  
990 5TH AVE SE, STE 2  
HUTCHINSON, MN 55350  
PHONE: 320-587-2025  
EMAIL: [sniemela@egrud.com](mailto:sniemela@egrud.com)

# ALTA/NSPS LAND TITLE SURVEY

~for~ KWIK TRIP, INC.

~part of~ NE 1/4 SEC. 5, TWP. 112, R. 35, REDWOOD FALLS,  
REDWOOD COUNTY, MN.

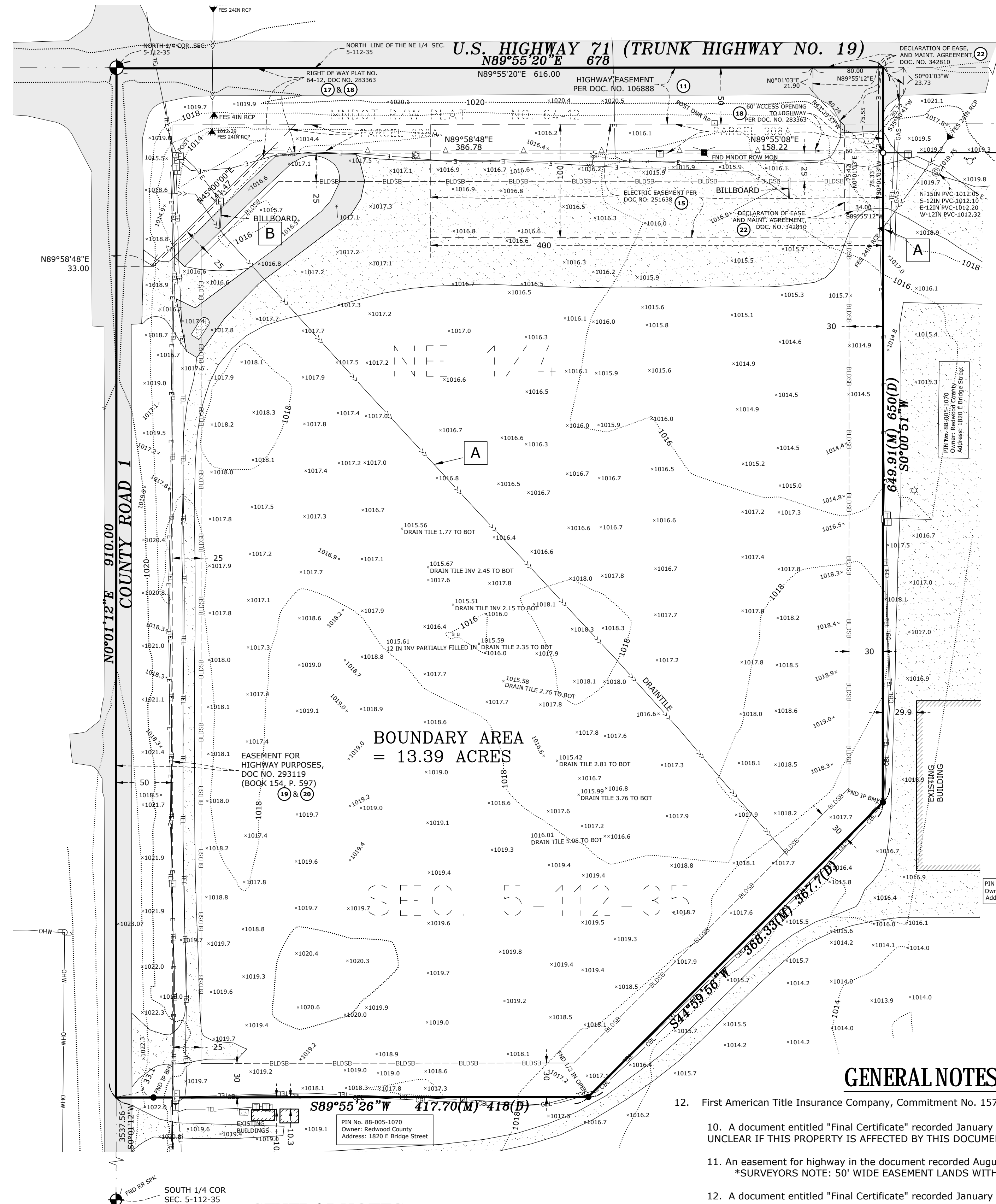
GRAPHIC SCALE



## BENCHMARK

BENCHMARK: MNDOT GSID STATION #103971  
MNDOT NAME: 6404 D RESET  
ELEVATION: 1016.002 NAVD88

NORTH



## VICINITY MAP

PART OF SEC. 05, TWP. 112, R. 35



REDWOOD COUNTY, MINNESOTA  
(NO SCALE)

## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 45356/52705
- DENOTES MNDOT RIGHT-OF-WAY MONUMENT
- DENOTES REDWOOD COUNTY SECTION CORNER
- DENOTES ELECTRICAL BOX
- DENOTES EXISTING SPOT ELEVATION
- DENOTES HYDRANT
- DENOTES LIGHT POLE
- DENOTES POWER POLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES SIGN
- DENOTES STORM SEWER APRON
- DENOTES TELEPHONE PEDESTAL
- DENOTES WATER VALVE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES OVERHEAD WIRE
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES UNDERGROUND GAS LINE
- DENOTES UNDERGROUND TELEPHONE LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES RESTRICTED ROAD ACCESS
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER REDWOOD COUNTY TAX INFORMATION)
- (M) DENOTES DISTANCE MEASURED
- (D) DENOTES DISTANCE PER DESCRIPTION
- ⑪ DENOTES TITLE COMMITMENT SCHEDULE B-II RELATED ITEM

## GENERAL NOTES CONT.

12. First American Title Insurance Company, Commitment No. 1574634-1, Schedule B-II Survey Related Exceptions:
  10. A document entitled "Final Certificate" recorded January 19, 1954 as Doc. No. 168036 of Official Records. \*NOT SURVEY RELATED (IT IS UNCLEAR IF THIS PROPERTY IS AFFECTED BY THIS DOCUMENT AS IT DOES NOT INCLUDE ANY DESCRIBED PROPERTY)
  11. An easement for highway in the document recorded August 31, 1927 as Doc. No. 106888, Book 23 of Misc., page 463 of Official Records. \*SURVEYORS NOTE: 50' WIDE EASEMENT LANDS WITHIN EXISTING HIGHWAY 71 ROAD RIGHT-OF-WAY AS SHOWN HEREON
  12. A document entitled "Final Certificate" recorded January 19, 1954 as Book 47 of Misc., page 416 of Official Records. \*NOT SURVEY RELATED
  13. An easement for telephone lines purposes in the document recorded May 18, 1966 as in Book 59 of Misc., page 571 of Official Records. The above document has been assigned by document dated December 15, 2010, and recorded August 15, 2011, as Doc. No. A338640. The above document has been assigned by document dated March 08, 2012, and recorded May 07, 2012, as Doc. No. A341262. Affidavit of Identity recorded August 06, 2012, Doc. No. A342145. \*SURVEYORS NOTE: BLANKET EASEMENT OVER THE THIS PROPERTY. DOES NOT DESCRIBE EASEMENT BUT STATES CONSTRUCTING, MAINTAINING AND TRIMMING TREES FOR TELEPHONE LINES NEAR THE PROPERTY LINE OF THIS PARCEL
  14. A document entitled "Redwood Falls Municipal Airport Zoning Ordinance" recorded September 18, 1974 as Book 78 of Misc., page 196 of Official Records. \*NOT SURVEY RELATED
  15. An easement for electric line purposes in the document recorded April 23, 1987 as Book 112 of Misc., page 115 as Doc. No. 251638 of Official Records. \*SURVEYORS NOTE: SHOWN HEREON
  16. The terms and provisions contained in Conditional Use Permit recorded June 07, 1993, in Book 134 of Misc., page 241. \*NOT SURVEY RELATED
  17. A document entitled "Right of Way Plat No. 64-12" recorded September 23, 1996 as Doc. No. 283363, Plat Cabinet 239B of Official Records. \*SURVEYORS NOTE: SHOWN HEREON
  18. Access Control shown in Minnesota Department of Transportation Right of Way Plat No. 64-12 recorded September 23, 1996 as Doc. No. 283363, Plat Cabinet 239B \*SURVEYORS NOTE: SHOWN HEREON
  19. An easement for highway purposes in the document recorded May 21, 1999 as Book 154 of Misc., page 597 of Official Records. \*SURVEYORS NOTE: SHOWN HEREON
  20. An easement for highway purposes in the document recorded May 21, 1999 as Doc. No. 293119 of Official Records. \*SURVEYORS NOTE: SHOWN HEREON
  21. The terms and provisions contained in the document entitled "Ordinance No. 61, Third Series" recorded October 01, 2001 as Book 163 of Misc., page 95 as Doc. No. 301417 of Official Records. \*SURVEYORS NOTE: DESCRIBES ENTIRE PROPERTY BUT IS NOT SURVEY RELATED
  22. The easements, terms and provisions contained in the document entitled "Declaration of Easement and Maintenance Agreement" recorded October 08, 2012 as Doc. No. 342810 of Official Records. \*SURVEYORS NOTE: SHOWN HEREON

## CERTIFICATION

I hereby certify to Kwik Trip, Inc., a Wisconsin corporation and to First American Title Insurance Company, that this is a survey of:

A tract of land located in the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows: Commencing at the North Quarter Corner of Section 5 in Township 112 North, Range 35 West of the 5th Principal Meridian, thence East a distance of 678 feet, thence South a distance of 650 feet, thence South 45° West a distance of 367.7 feet, thence West a distance of 418 feet to a point situated on the North and South Quarter line of said Section 5, thence North a distance of 910 feet to the place of beginning, except Parcel 308A of Minnesota Department of Transportation Right-of-Way Plat No. 64-12, Redwood County, Minnesota.

and is based upon information found in the commitment for title insurance prepared by First American Title Insurance Company, File No. 1574634-1, dated effective May 12, 2021 at 8:00 A.M., and that all easements, if any, listed in Schedule B-II on the herein referenced commitment for title insurance, are shown hereon; and that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2021, and (ii) pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor licensed in the State of Minnesota, the Relative Positional Accuracy of this survey does not exceed that which is specified therein and includes Items 1, 2, 3, 4, 6(a)(b), 7(a), 8, 9, 11(a)(b), 14, 17, 18 and 20 (location of utilities per visible, above ground on-site observation and available mapping) of Table A thereof. The field work was completed on June 30, 2021.

I further certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date: 9/9/2021

E.G. Rud & Sons, Inc.  
  
 Samuel N. Niemela, Land Surveyor  
 Minnesota License No. 52705

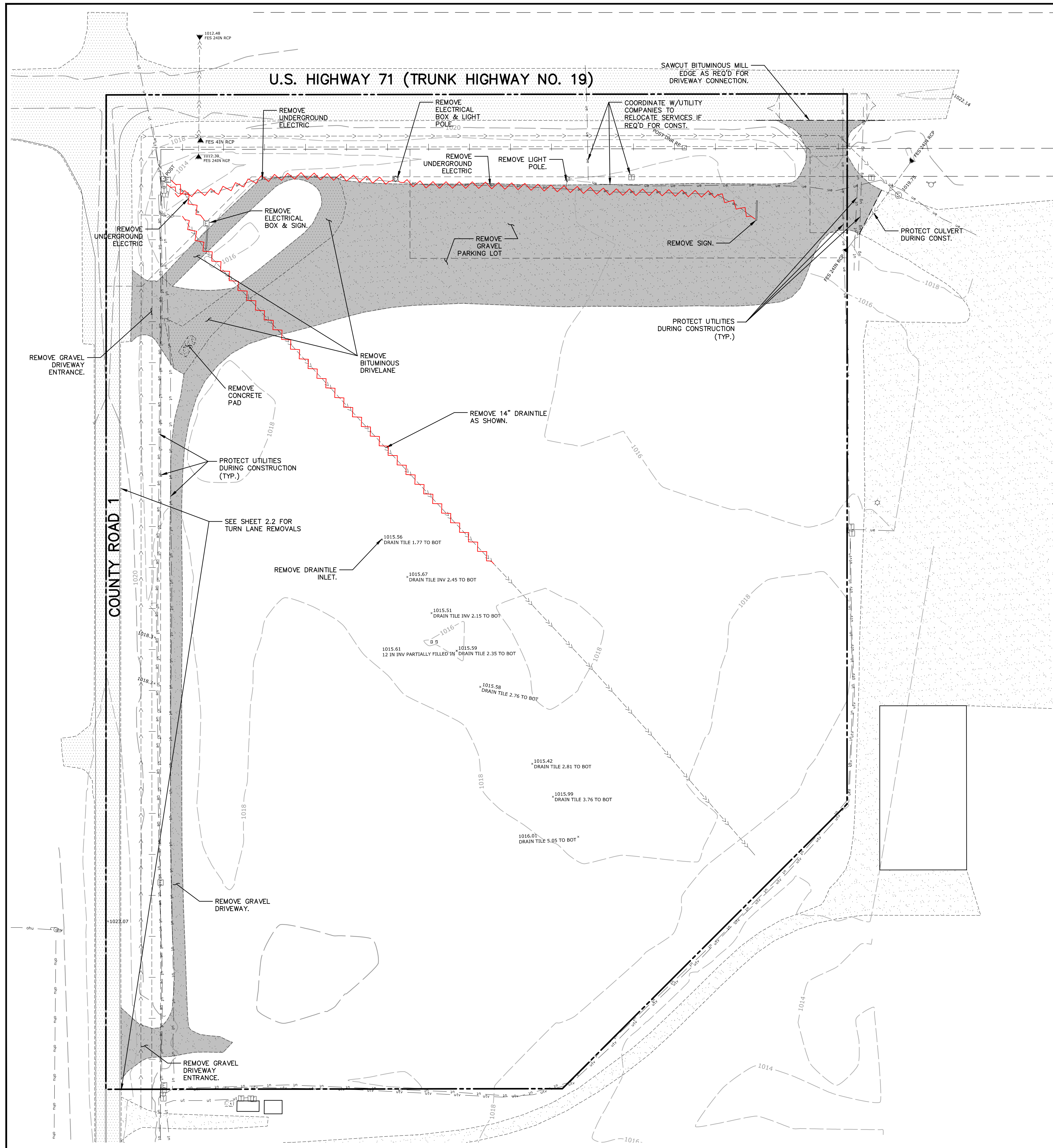
- DENOTES ENCROACHMENTS
- A DRAINTILE & STORM SEWER WITHOUT EASEMENT
  - B BILLBOARD WITHOUT EASEMENT

## GENERAL NOTES

1. Fee ownership is vested in Ronald A. Kohls and Charlene R. Kohls, husband and wife, as joint tenants, an undivided one-half interest; Gregory B. Weelborg and Susan R. Weelborg, husband and wife, as joint tenants, an undivided one-half interest. The Land referred to herein below is situated in the County of Redwood, State of MN, and is described as follows:  
A tract of land located in the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows: Commencing at the North Quarter Corner of Section 5 in Township 112 North, Range 35 West of the 5th Principal Meridian, thence East a distance of 678 feet, thence South a distance of 650 feet, thence South 45° West a distance of 367.7 feet, thence West a distance of 418 feet to a point situated on the North and South Quarter line of said Section 5, thence North a distance of 910 feet to the place of beginning, except Parcel 308A of Minnesota Department of Transportation Right-of-Way Plat No. 64-12, Redwood County, Minnesota.  
Parcel ID Number: 88-005-1040
2. Address of the surveyed premises: \*Not yet assigned by the City of Redwood Falls Minnesota.
3. Bearings shown hereon are based on the Redwood County Coordinate System, NAD83 (1996 Adj.)
4. Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map Community No. 270644 Panel No. 0162 Suffix C by the Federal Emergency Management Agency, effective date JULY 16TH, 2013.
5. Boundary area of the surveyed premises: 13.39 acres.
6. A zoning letter from the City of Redwood Falls lists the surveyed premises being zoned B-3-(Auto-Oriented). Under the applicable zoning regulations, the current setbacks are:  
 Building: Front = 25 feet  
 Side = 10 feet  
 Rear = 30 feet  
 Parking: Front = 25 feet  
 Side = 25 feet  
 Rear = 25 feet  
 For additional information contact the City of Redwood Falls at (507) 616-7400.
7. There are 0 marked or striped parking areas onsite. (0 regular, 0 handicapped)
8. The surveyed premises has access to County Road No. 1 AND U.S. Highway 71, a public road.
9. Location of utilities existing on or serving the surveyed property determined by:
  - Observed evidence collected pursuant to Section 5.E.iv.
  - Markings requested by E.G. Rud And Sons INC. per Gopher State One Call Ticket No. 211744465 & 211744340.
  - Record drawings provided by the City of Redwood Fall's engineering department.
 Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.
10. Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.
11. There are no proposed right-of-way changes per Redwood County Highway Department and the City of Redwood Falls. There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the field work.

**E.G. RUD & SONS, INC.**  
 EST. 1977  
**Professional Land Surveyors**  
 990 - 5th Avenue SE, Suite 2  
 HUTCHINSON, MN 55350  
 TEL. HUTCHINSON: (320) 587-2025 TEL. GAYLORD: (507) 237-5212

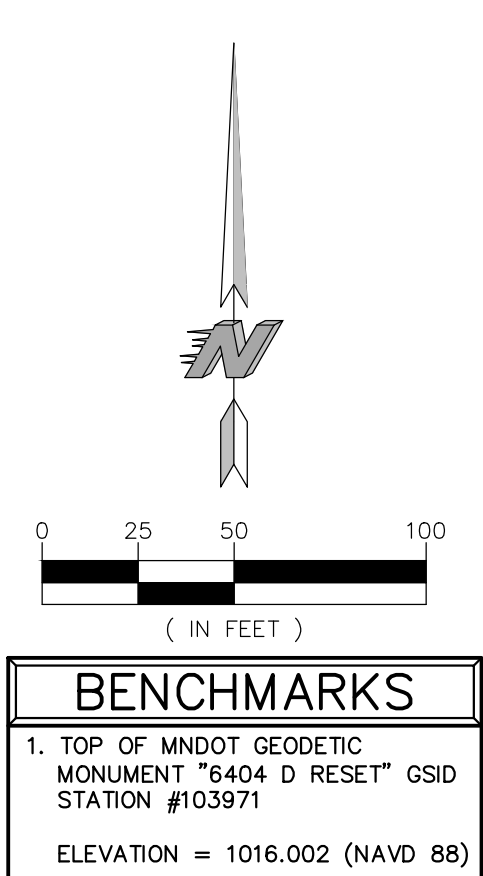
DRAWN BY: CBS	JOB NO: 210853AS	DATE: 9/9/2021
CHECK BY: SNN	FIELD CREW: CBS/BCK	
1	9SEP21	TITLE EXAMINER COMMENTS
2		
3		
NO.	DATE	DESCRIPTION



**PLAN LEGEND**

EXISTING	REMOVAL
CURB	AS NOTED
BITUMINOUS	
CONCRETE PAVEMENT	
GRAVEL	
PROPERTY LINE	
EASEMENT LINE	
STORM SEWER	
SANITARY SEWER	
WATER MAIN	
UNDERGROUND GAS	
UNDERGROUND TELEPHONE	
UNDERGROUND ELECTRIC	
OVERHEAD UTILITY	
TELEPHONE PEDESTAL	
POWER POLE	
SANITARY MANHOLE	
LIGHT POLE	
SIGN	
HYDRANT	
WATER VALVE	
ELECTRICAL BOX	

- REMOVAL PLAN NOTES**
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION, DEPTH AND TYPES OF EXISTING UTILITIES AND TO NOTIFY THE OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
  - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, APPURTENANCES AND STRUCTURES NOT INDICATED FOR REMOVAL. DAMAGE CAUSED BY DEMOLITION OPERATIONS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
  - CONTRACTOR TO REMOVE/RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. THE CONTRACTOR SHALL COORDINATE THESE ACTIVITIES WITH THE UTILITY COMPANIES.
  - THE CONTRACTOR IS RESPONSIBLE FOR ALL THE REMOVALS SHOWN ON THE PLANS AND SHALL CONFORM/ADHERE TO ALL GOVERNING STATE AND LOCAL REGULATIONS. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

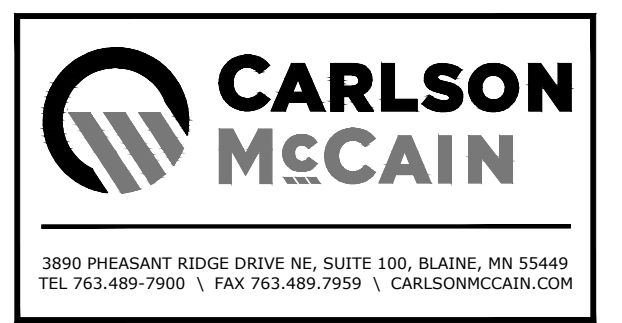


CALL BEFORE YOU DIG

**811**  
Know what's below.  
Call before you dig.



KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
Signature: [Signature]  
Date: 01/03/22 License #: 45889

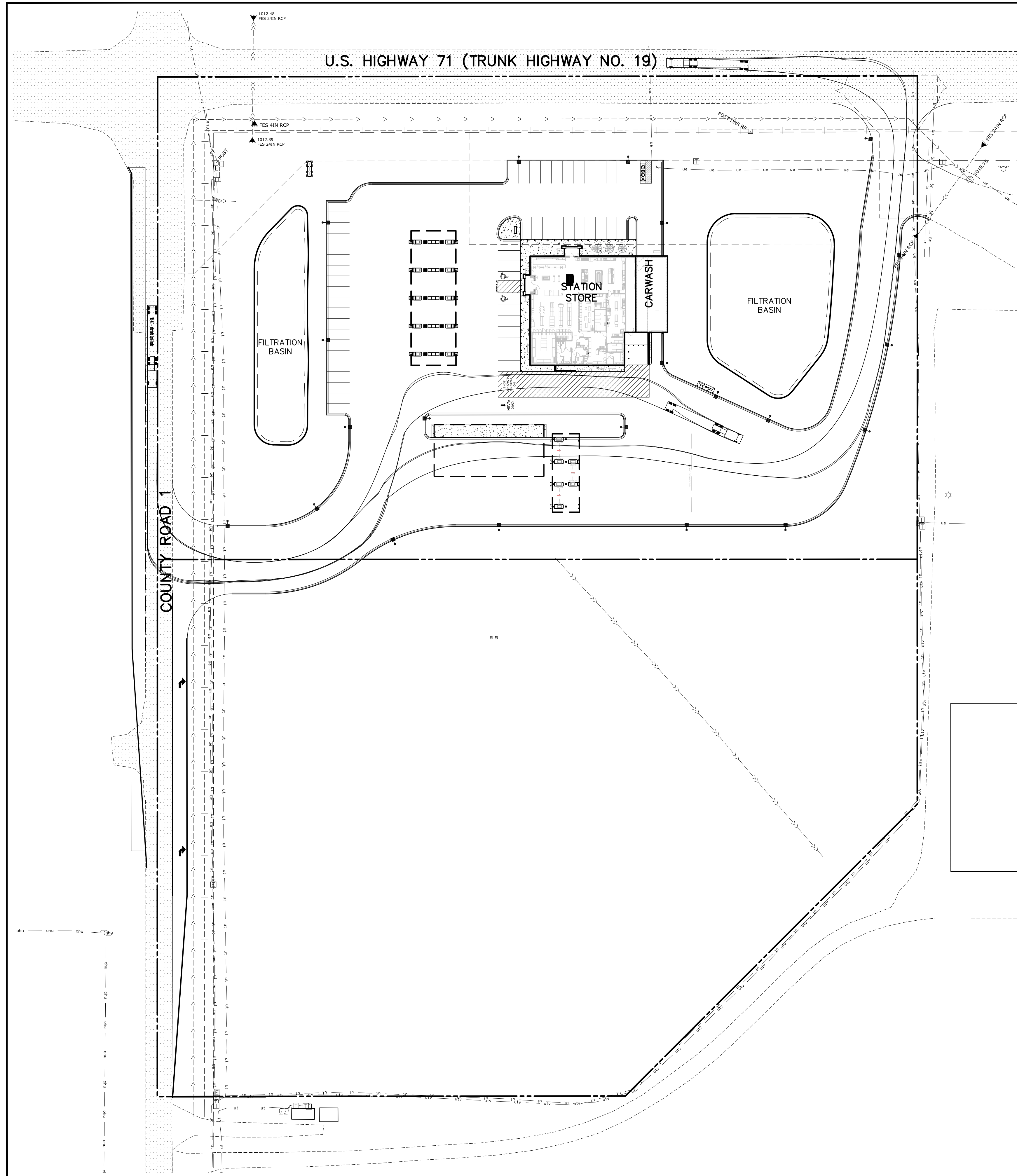
**DEMO PLAN**

**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**

**HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA**

#	DATE	DESCRIPTION
1.	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 DM1



**PLAN LEGEND**

	EXISTING	PROPOSED
CURB	---	---
BITUMINOUS	-----	-----
CONCRETE PAVEMENT	-----	-----
CONCRETE WALK	-----	-----
PROPERTY LINE	---	---
EASEMENT LINE	---	---
STORM SEWER	---<<---	---<<---
SANITARY SEWER	---<<---	---<<---
WATER MAIN	--- ---	--- ---
WATER MAIN	--- ---	--- ---
UNDERGROUND GAS	--- ---	--- ---
UNDERGROUND TELEPHONE	--- ---	--- ---
UNDERGROUND ELECTRIC	--- ---	--- ---
OVERHEAD UTILITY	--- ---	--- ---
TELEPHONE PEDESTAL	⊕	⊕
POWER POLE	⊕	⊕
SANITARY MANHOLE	⊕	⊕
LIGHT POLE	⊕	⊕
SIGN	⊕	⊕
HYDRANT	⊕	⊕
WATER VALVE	⊕	⊕
ELECTRICAL BOX	⊕	⊕

**Kwik  
TRIP**

**Kwik  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

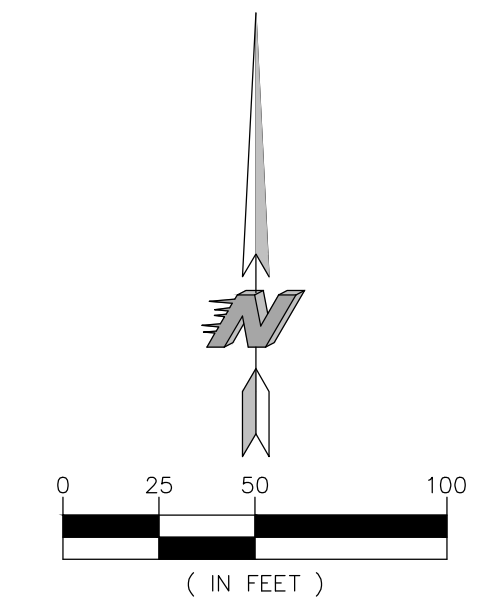
**CARLSON  
MCCAIN**  
3990 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
Name: Joseph T. Radach, P.E.  
Signature: *J. T. Radach*  
Date: 01/03/22 License #: 45889

**SITE CIRCULATION PLAN**  
**CONVENIENCE STORE #1203**  
**WITH 1-BAY CARWASH**  
**& SIDE DIESEL**  
**HIGHWAY 71 & COUNTY ROAD 1**  
**REDWOOD FALLS, MINNESOTA**

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

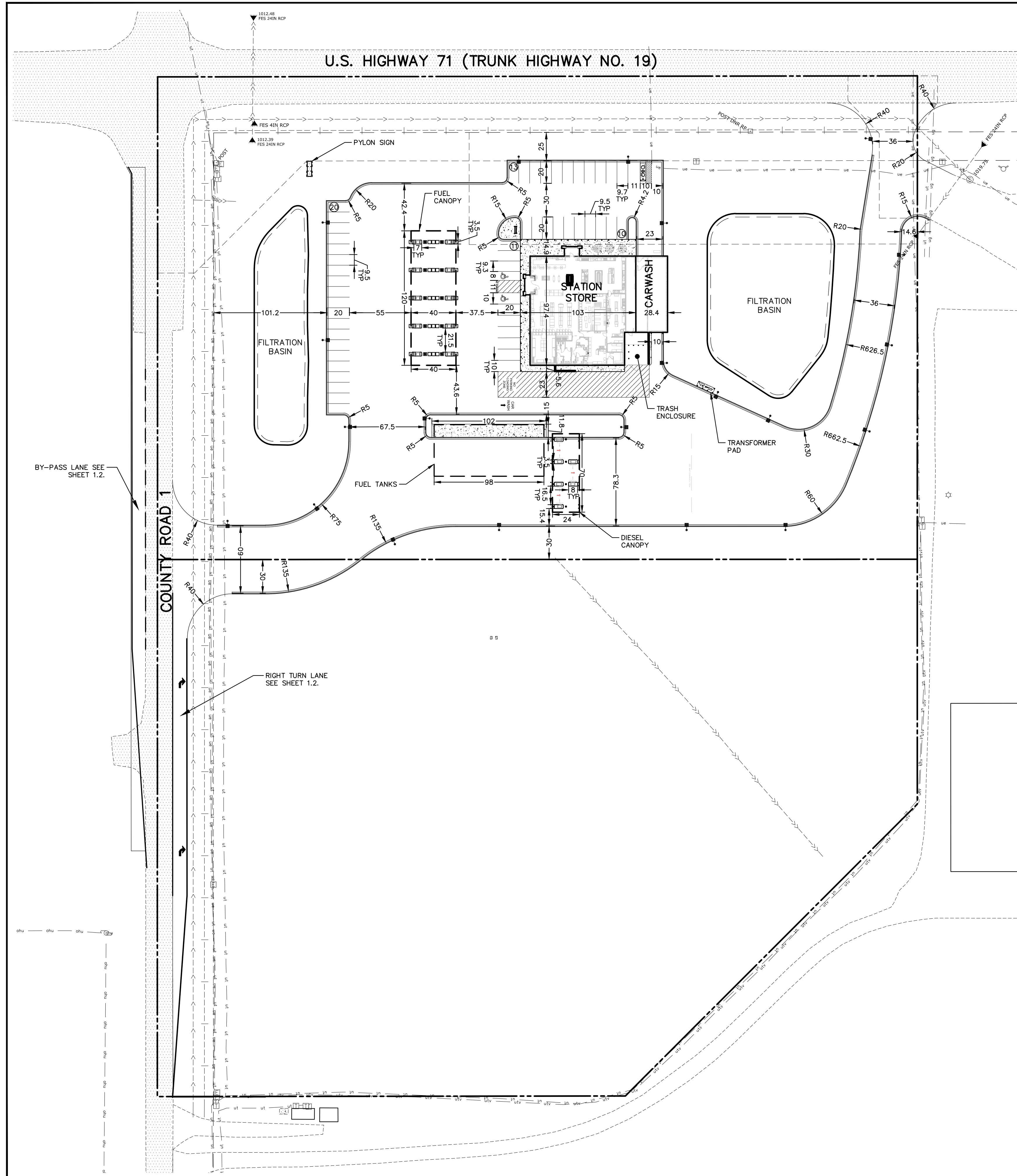
DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SP0



**BENCHMARKS**  
1. TOP OF MNDOT GEODETIC MONUMENT "6404 D RESET" GSD STATION #103971  
ELEVATION = 1016.002 (NAVD 88)



**811**  
Know what's below.  
Call before you dig.



**PLAN LEGEND**

	EXISTING	PROPOSED
CURB	---	---
BITUMINOUS CONCRETE PAVEMENT	-----	-----
CONCRETE WALK	-----	-----
PROPERTY LINE	-----	-----
EASEMENT LINE	-----	-----
STORM SEWER	--->---	--->---
SANITARY SEWER	--->---	--->---
WATER MAIN	--->---	--->---
UNDERGROUND GAS	--->---	--->---
UNDERGROUND TELEPHONE	--->---	--->---
UNDERGROUND ELECTRIC	--->---	--->---
OVERHEAD UTILITY	--->---	--->---
TELEPHONE PEDESTAL	○	○
POWER POLE	○	○
SANITARY MANHOLE	○	○
LIGHT POLE	○	○
SIGN	○	○
HYDRANT	○	○
WATER VALVE	○	○
ELECTRICAL BOX	○	○

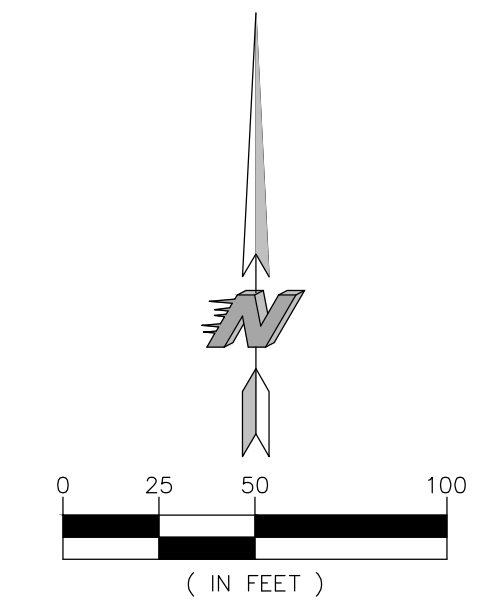
- SITE PLAN NOTES**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  - CONCRETE CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
  - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF SITE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
  - UNLESS OTHERWISE SHOWN ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINT AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES PER THE FOLLOWING REQUIREMENTS:  
 CONTROL JOINT MAX. SPACING: WALKS-8' O.C. ALL OTHERS-10' O.C.  
 SAW CUT CONTROL JOINTS MINIMUM 1/4 CONCRETE THICKNESS.  
 EXPANSION JOINT MAX. SPACING: WALKS-24' O.C. \*ALL OTHERS-40' O.C.  
 \*ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS SHALL HAVE AN EXPANSION JOINT.  
 DOWELL ALL EXPANSION JOINTS: 24" O.C. MAX.  
 CONCRETE SEALER SHALL BE TK-26UV.
  - CONCRETE IN ISLAND COMPLEX SHALL BE SMOOTH BROOM FINISHED.

**SITE DATA**

ZONING:	B-3
PARCEL AREA:	292,275 SF
<b>HARD SURFACE AREA:</b>	
STATION STORE:	9,126 SF 3%
CARWASH:	1,930 SF 1%
PAVEMENT:	140,171 SF 48%
TOTAL:	151,227 SF 52%
PERVIOUS SURFACE AREA:	139,948 SF 48%
<b>BUILDING HEIGHTS</b>	
STATION STORE:	24.0 FT
CARWASH:	14.0 FT
FUEL CANOPIES:	15.5 FT

**PARKING SUMMARY**

STANDARD STALLS	52
HANDICAP STALLS	2
FUEL CANOPY STALLS	20
DIESEL CANOPY STALLS	3
TOTAL STALLS	77



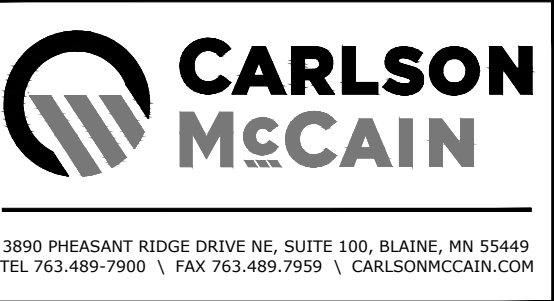
**BENCHMARKS**  
 1. TOP OF MNDOT GEODETIC MONUMENT "6404 D RESET" GSD STATION #103971  
 ELEVATION = 1016.002 (NAVD 88)

CALL BEFORE YOU DIG

**811**  
 Know what's below.  
 Call before you dig.



KWIK TRIP, Inc.  
 P.O. BOX 2107  
 1626 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960



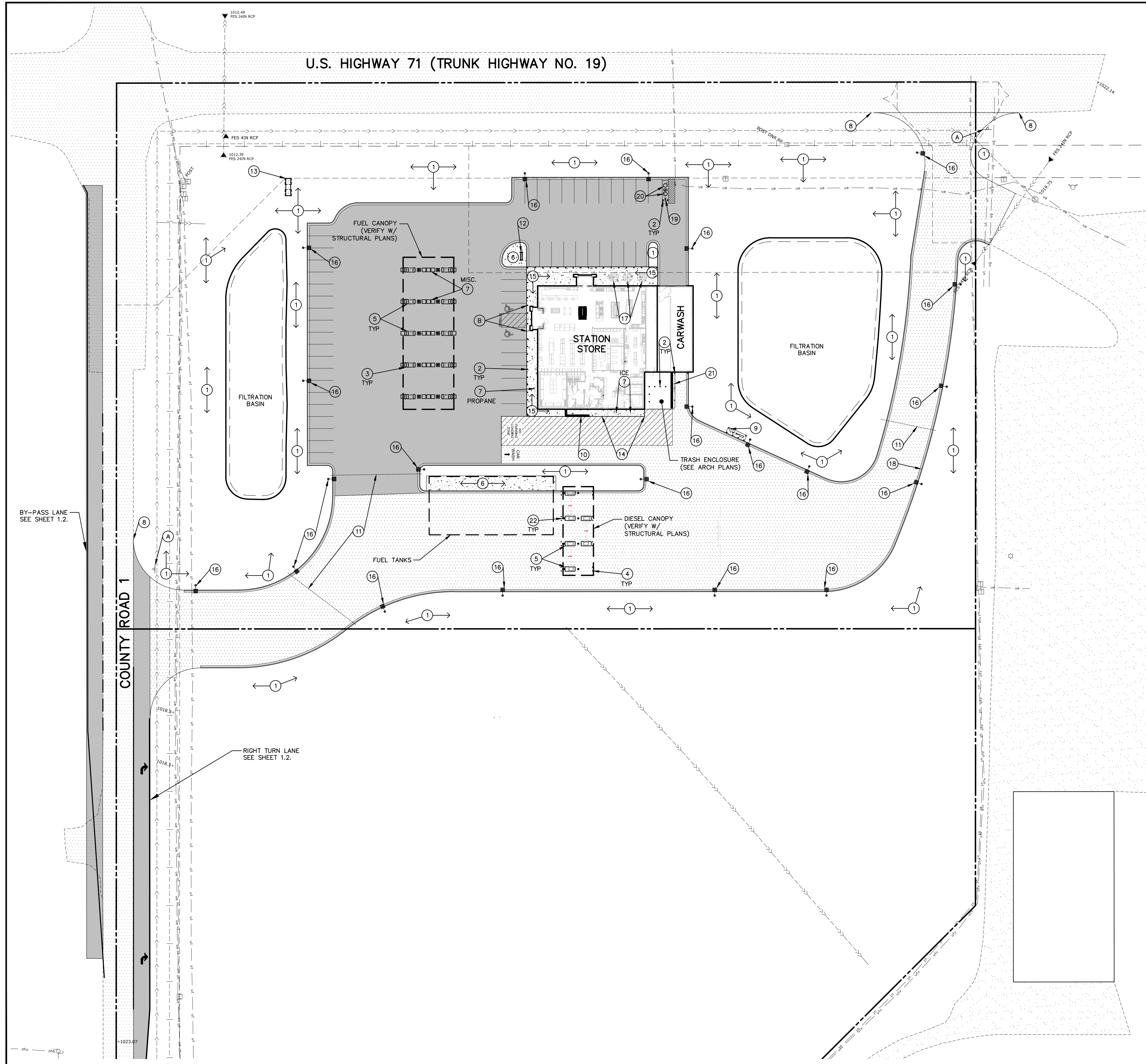
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
 Signature: *J. T. Radach*  
 Date: 01/03/22 License #: 45889

**SITE DIMENSION PLAN**  
**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**  
**HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA**

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
 SCALE: GRAPHIC  
 PROJ. NO.: 9721-00  
 DATE: 2022-01-03  
 SHEET: 1203 SP1



**PLAN LEGEND**

EXISTING	PROPOSED
CURB	
BITUMINOUS	
CONCRETE PAVEMENT	
CONCRETE WALK	
PROPERTY LINE	
EASEMENT LINE	
STORM SEWER	
SANITARY SEWER	
WATER MAIN	
UNDERGROUND GAS	
UNDERGROUND TELEPHONE	
UNDERGROUND ELECTRIC	
OVERHEAD UTILITY	
TELEPHONE PEDESTAL	
POWER POLE	
SANITARY MANHOLE	
LIGHT POLE	
SIGN	
HYDRANT	
WATER VALVE	
ELECTRICAL BOX	

**PLAN KEYNOTES**

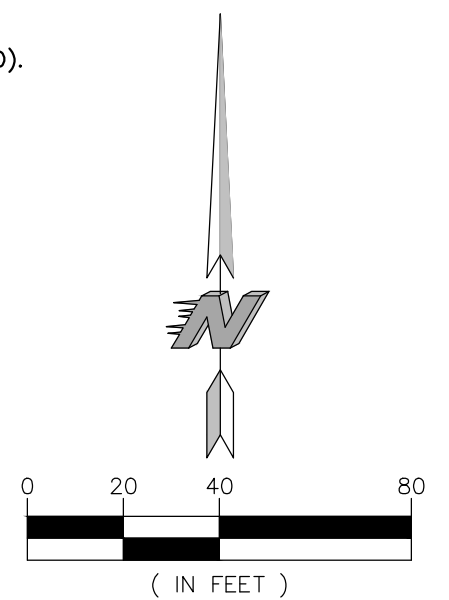
- LANDSCAPE AREA. SEE SHEET L1.
- 30" HEIGHT, 6" DIAMETER CONCRETE FILLED PIPE BOLLARD. SEE DETAIL 6/SP5.
- 36" HEIGHT, 6" DIAMETER CONCRETE FILLED PIPE BOLLARD. SEE DETAIL 7/SP5.
- 48" HEIGHT, 6" DIAMETER CONCRETE FILLED PIPE BOLLARD. SEE DETAIL 8/SP5.
- CONCRETE ISLAND WITH 6" EXPOSURE WITH FUEL DISPENSER. DISPENSER PER OWNER.
- 4" CONCRETE WALK.
- OUTDOOR MERCHANDISING.
- MATCH EXISTING CURB & GUTTER/SIDEWALK/PAVEMENT.
- TRANSFORMER LOCATION.
- TOTE SCREENING WALL. SEE ARCHITECTURAL PLANS.
- PVC IRRIGATION SLEEVE UNDER PAVEMENT. VERIFY WITH IRRIGATION PLAN FOR EXACT SIZE AND LOCATION BEFORE INSTALLATION.
- BIKE RACK PER OWNER.
- PYLON SIGN.
- PAINT FACE OF CURB TRANSITION WITH HIGH VISIBILITY YELLOW PAINT.
- 6" INTEGRAL CONCRETE WALK/CURB.
- SITE AREA LIGHT WITH CONCRETE BASE PER DETAIL 5/SP5.
- PICNIC TABLE PER OWNER.
- 5 FT. DROP CURB FOR EOF.
- "FREE AIR" COMPRESSOR PER OWNER. PROVIDE SIGNAGE PER OWNER.
- AUTO VACUUM PER OWNER ON CONCRETE ISLAND WITH 6" EXPOSURE. PROVIDE TRASH CONTAINER PER OWNER.
- CARWASH KEYPAD PER OWNER. PROVIDE TRASH CONTAINER PER OWNER.
- DIESEL TRUCK AIR MACHINE.

**SIGNAGE & STRIPING NOTES**

- ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND CURB UNLESS OTHERWISE NOTED.
- SIGNAGE SHALL INCLUDE SIGN, POST, HARDWARE, CONCRETE FOOTING AND STEEL CASING (IF REQUIRED).
- PARKING LOT STRIPING SHALL BE 4" HIGH VISIBILITY SOLID YELLOW PAINT.
- PAVEMENT HATCHING, LANE MARKINGS AND TEXT SHALL BE 4" HIGH VISIBILITY PAINT.  
COLORS: HANDICAP - BLUE  
ALL OTHERS - YELLOW
- HANDICAP PARKING PROVIDED PER ADA CODE.

**SIGN SCHEDULE (PER MMUTCD)**

- (A) STOP SIGN: R1-1 (30"x30")
- (B) HANDICAP PVC BOLLARD SLEEVE PER OWNER. SEE DETAIL 4/SP7.



**BENCHMARKS**

1.	TOP OF MNDOT GEODETIC MONUMENT "6404 D RESET" GSD STATION #103971
	ELEVATION = 1016.002 (NAVD 88)

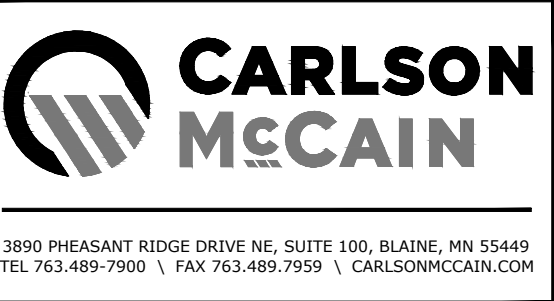
CALL BEFORE YOU DIG

**811**

Know what's below.  
Call before you dig.



KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
Signature: *[Signature]*  
Date: 01/03/22 License #: 45889

**SITE KEYNOTE PLAN**

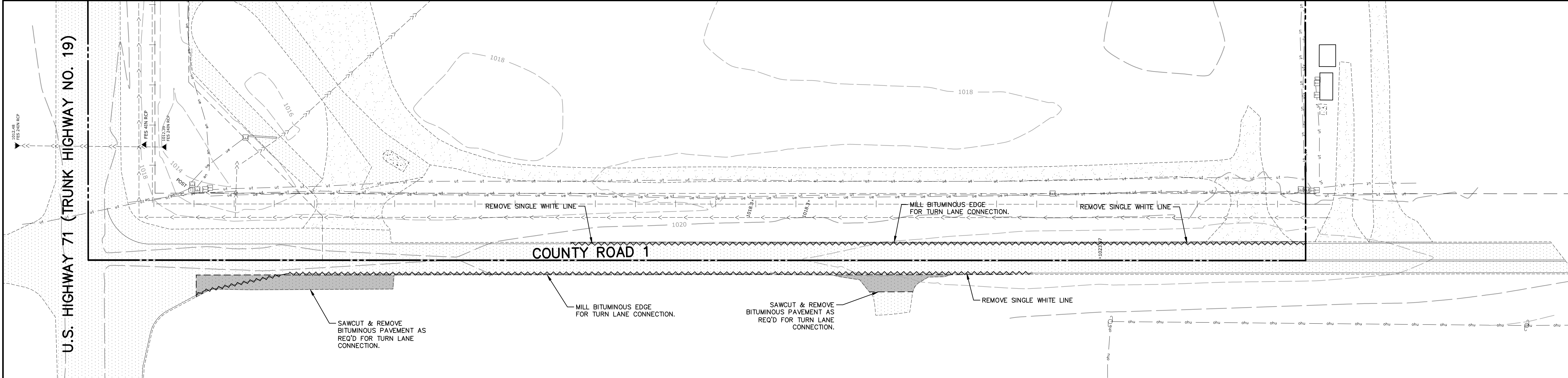
**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**

**HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA**

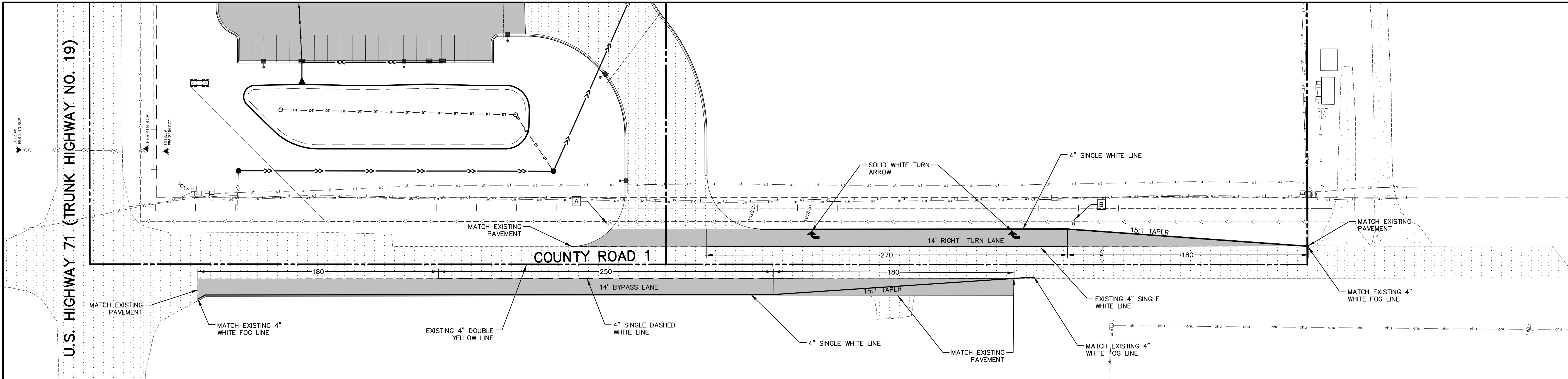
#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SP.1.1

TURN LANE REMOVALS PLAN



TURN LANE SITE PLAN



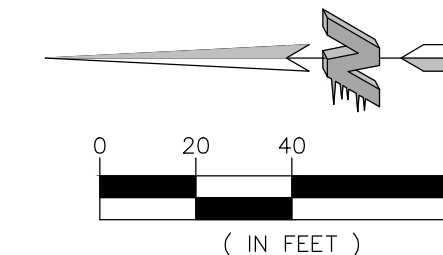
PLAN LEGEND

EXISTING	PROPOSED
CURB	---
BITUMINOUS	▨
CONCRETE PAVEMENT	▩
GRAVEL	▧
PROPERTY LINE	- - - -
EASEMENT LINE	- · - · -
STORM SEWER	—•—•—
SANITARY SEWER	—•-•-
WATER MAIN	— — —
UNDERGROUND GAS	—X—X—
UNDERGROUND TELEPHONE	—#—#—
UNDERGROUND ELECTRIC	—=—=—
OVERHEAD UTILITY	—@—@—
TELEPHONE PEDESTAL	⊕
POWER POLE	⊞
SANITARY MANHOLE	⊕
LIGHT POLE	⊙
SIGN	⊛
HYDRANT	⊙
WATER VALVE	⊕
ELECTRICAL BOX	⊞
5' CONTOUR	— 905 —
1' CONTOUR	— 904 —
SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)	00.0
SILT FENCE	⋯⋯⋯

TURN LANE PLAN NOTES

1. THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN ALL WORK.
2. PAVEMENT SECTION FOR RIGHT TURN LANE TO MATCH EXISTING PAVEMENT SECTION OF COUNTY ROAD 1.
3. ALL SAWCUTS SHALL BE FULL DEPTH. STEP MILLING SHALL BE USED WHERE NEW PAVEMENT ABUTS EXISTING PAVEMENT.
4. ALL STRIPING SHALL BE COMPLETED USING EPOXY PAINT. COORDINATE STRIPING WITH REDWOOD COUNTY.
5. ALL CONFLICTING PAVEMENT MARKINGS SHALL BE REMOVED.
6. TRAFFIC CONTROL SHALL BE PER MMUTCD, LATEST EDITION. COORDINATE TRAFFIC CONTROL WITH REDWOOD COUNTY.
7. CONTRACTOR SHALL COORDINATE WORK AROUND AND RELOCATE SMALL UTILITIES AS REQUIRED.

SIGN SCHEDULE			
SIGN	SIGN NO.	SIZE	QUANTITY
(A)	R1-1	30" X 30" (WHITE ON RED)	(INCLUDED IN SITE PLANS)
(B)	R3-7R	30" X 30" (BLACK ON WHITE)	1



BENCHMARKS  
1. TOP OF MNDOT GEODETIC MONUMENT "6404 D RESET" GSID STATION #103971  
ELEVATION = 1016.002 (NAVD 88)



**Kwik TRIP**

**Kwik STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

**CARLSON McCAIN**  
3990 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
Name: Joseph T. Radach, P.E.  
Signature: *[Signature]*  
Date: 01/03/22 License #: 45889

**TURN LANE PLAN**

**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**  
HIGHWAY 71 & COUNTY ROAD 1  
REDWOOD FALLS, MINNESOTA

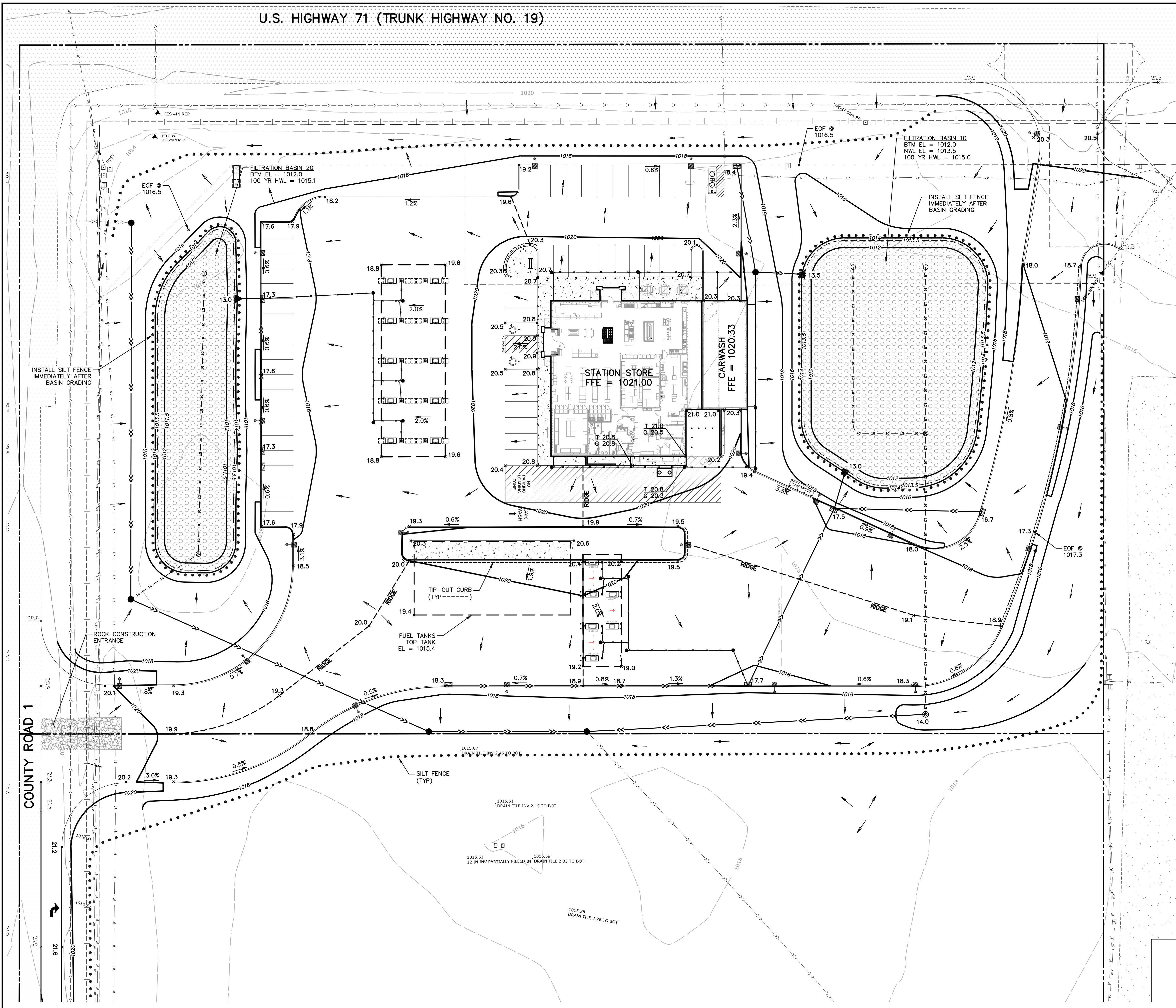
#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SP.1.2





U.S. HIGHWAY 71 (TRUNK HIGHWAY NO. 19)



**PLAN LEGEND**

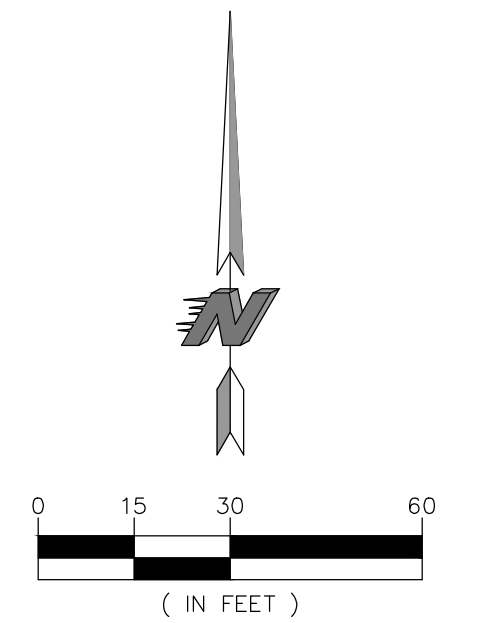
EXISTING	PROPOSED
CURB	CURB
BITUMINOUS	BITUMINOUS
CONCRETE PAVEMENT	CONCRETE PAVEMENT
CONCRETE WALK	CONCRETE WALK
PROPERTY LINE	PROPERTY LINE
EASEMENT LINE	EASEMENT LINE
STORM SEWER	STORM SEWER
SANITARY SEWER	SANITARY SEWER
WATER MAIN	WATER MAIN
UNDERGROUND GAS	UNDERGROUND GAS
UNDERGROUND TELEPHONE	UNDERGROUND TELEPHONE
UNDERGROUND ELECTRIC	UNDERGROUND ELECTRIC
OVERHEAD UTILITY	OVERHEAD UTILITY
DRAIN TILE	DRAIN TILE
TELEPHONE PEDESTAL	TELEPHONE PEDESTAL
POWER POLE	POWER POLE
SANITARY MANHOLE	SANITARY MANHOLE
LIGHT POLE	LIGHT POLE
SIGN	SIGN
HYDRANT	HYDRANT
WATER VALVE	WATER VALVE
ELECTRICAL BOX	ELECTRICAL BOX
5' CONTOUR	5' CONTOUR
1' CONTOUR	1' CONTOUR
SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)	SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)
SILT FENCE	SILT FENCE

**GOVERNING SPECIFICATIONS**

- THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION".
- THE LATEST EDITION OF THE CITY OF REDWOOD FALLS STANDARD DETAILS AND SPECIFICATIONS.
- THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
- THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.

**GRADING NOTES**

- SILT FENCE AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL SITE HAS BEEN STABILIZED.
- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND PAVEMENTS PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RESPADE SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 4" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODDED, SEEDED OR LANDSCAPED.



**BENCHMARKS**

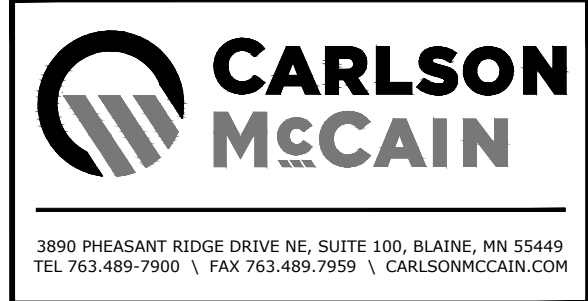
- TOP OF MNDOT GEODETIC MONUMENT "6404 D RESET" GSD STATION #103971 ELEVATION = 1016.002 (NAVD 88)

CALL BEFORE YOU DIG

**811**  
Know what's below.  
Call before you dig.



KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960



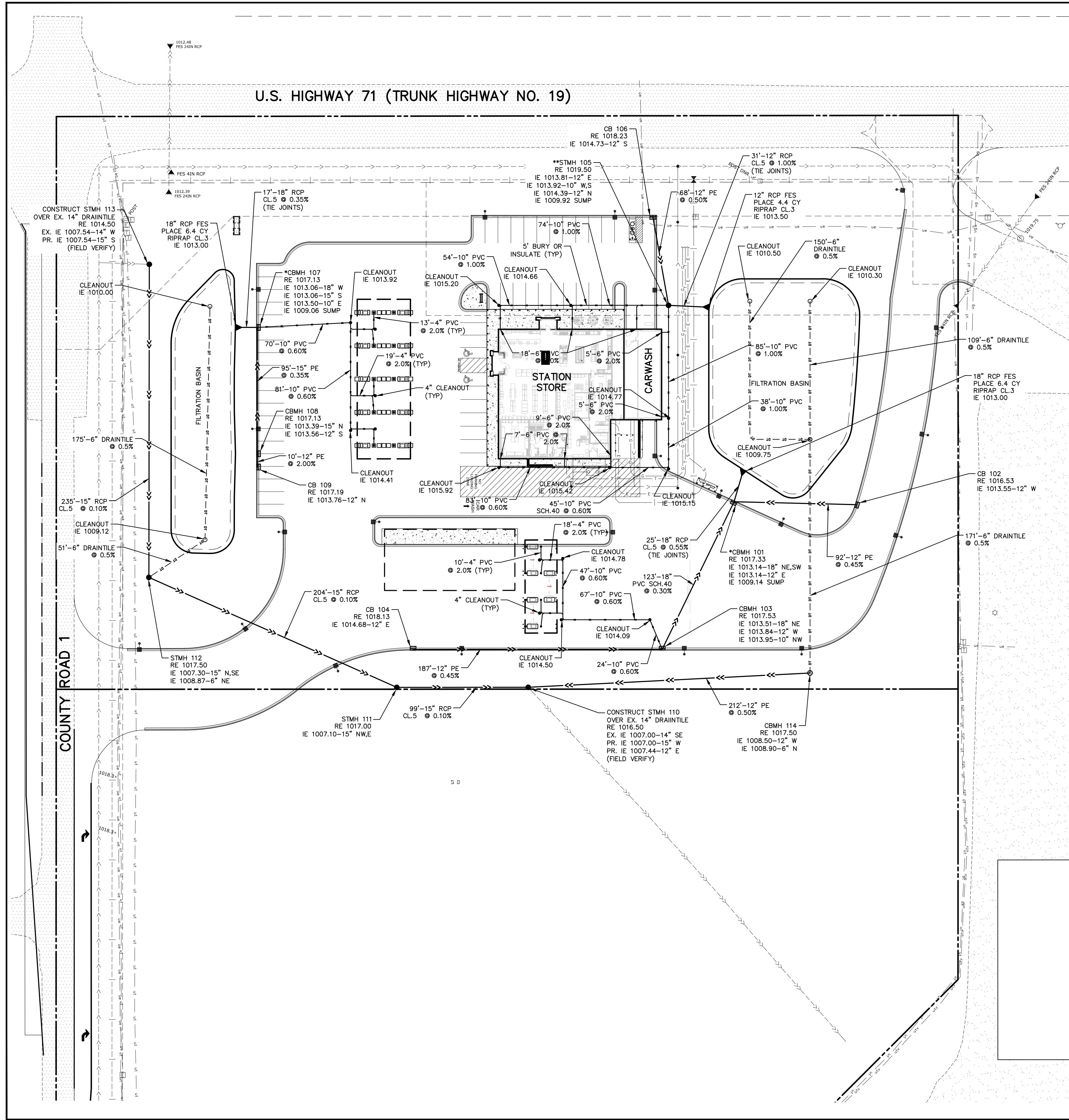
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
Signature:   
Date: 01/03/22 License #: 45889

**GRADE PLAN**  
**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**  
**HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA**

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SP2



**PLAN LEGEND**

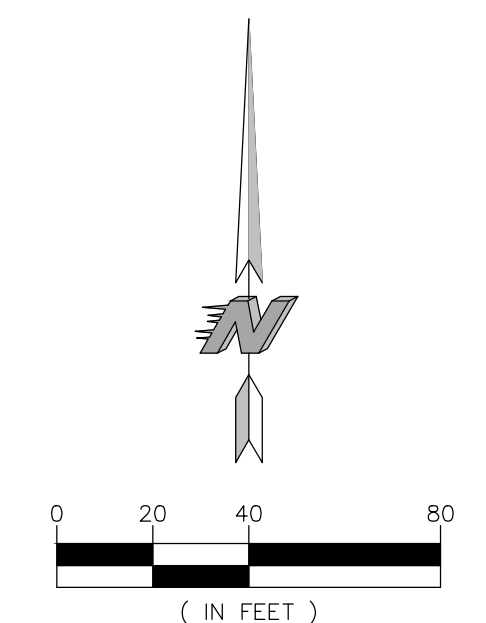
	EXISTING	PROPOSED
CURB		
BITUMINOUS CONCRETE PAVEMENT		
CONCRETE WALK		
PROPERTY LINE		
EASEMENT LINE		
STORM SEWER		
SANITARY SEWER		
WATER MAIN		
UNDERGROUND GAS		
UNDERGROUND TELEPHONE		
UNDERGROUND ELECTRIC		
OVERHEAD UTILITY		
TELEPHONE PEDESTAL		
POWER POLE		
SANITARY MANHOLE		
LIGHT POLE		
SIGN		
HYDRANT		
WATER VALVE		
ELECTRICAL BOX		

**STORM SEWER SCHEDULE**

STRUCTURE	NEENAH CASTING or EQUAL
TYPE & No. SIZE	
CBMH-114 48" DIA.	R-4342
STMH-113 48" DIA.	R-1733
STMH-112 48" DIA.	R-1733
STMH-111 48" DIA.	R-1733
STMH-110 48" DIA.	R-1733
CB-109 24" x 36"	R-3067-V
CBMH-108 48" DIA.	R-3067-VB
*CBMH-107 48" DIA.	R-3067-VB
CB-106 24" x 36"	R-3067-V
**STMH-105 48" DIA.	R-1733
CB-104 24" x 36"	R-3067-VB
CBMH-103 72" DIA.	R-3067-VB
CB-102 24" x 36"	R-3067-VB
*CBMH-101 48" DIA.	R-3067-VB

\* INSTALL 24R SNOOT OIL & DEBRIS STOP AS MANUFACTURED BY BMP, INC. ON OUTLET PIPE.

\*\*INSTALL 18R SNOOT OIL & DEBRIS STOP AS MANUFACTURED BY BMP, INC. ON OUTLET PIPE.



**BENCHMARKS**

1. TOP OF MNDOT GEODETIC MONUMENT "6404 D RESET" GSD STATION #103971  
ELEVATION = 1016.002 (NAVD 88)

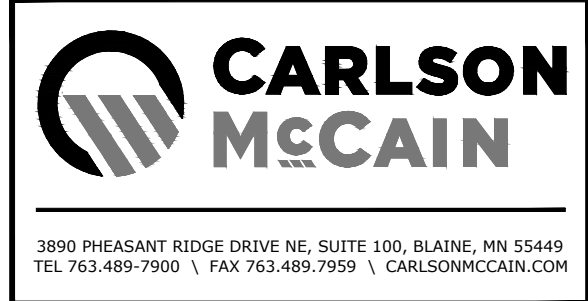
CALL BEFORE YOU DIG

**811**

Know what's below.  
Call before you dig.



KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
Signature:   
Date: 01/03/22 License #: 45889

**STORM SEWER PLAN**

**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**

**HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA**

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SP3

STORM DRAINAGE:

- 1. Unless otherwise indicated, use reinforced, precast, concrete manhole boxes and catchbasins conforming to ASTM C478...
2. Install catchbasin castings with specified rim elevation as shown.
3. All joints and connections in the storm sewer system shall be gastight or watertight...
4. The building sewer starts 2 feet outside of the building.
5. The exterior storm water piping must comply with the following requirements: (A) Double weys may not be used for drainage fittings...
6. PVC Pipe (Outside of the Building): Use solid-core, Schedule 40 Polyvinyl Chloride (PVC) Plastic Pipe...
7. Cleanouts: Install cleanouts on all roof drains. Cleanouts shall be installed at every wey, sweep, and bend...
8. Fittings: Provide directional fittings for the storm piping serving the gas island pump stations...
9. RCP: Reinforced concrete pipe (RCP) and fittings shall conform to ASTM C76, Design C, with circular reinforcing for the class of pipe specified...
10. BC Aprons: Install a reinforced concrete apron on the free end of all daylighted RCP storm sewer pipes...
11. Grates on horizontal pipes: Install safety-trap grates on all horizontal inlets/outlets greater than 6 inches in diameter...
12. Testing: Test all portions of storm sewer that are within 10 feet of buildings, within 10 feet of buried water lines...
13. Drainage: In accordance with Minnesota Rules part 4714.1102.5, use perforated polyvinyl chloride PVC (ASTM D2729) or corrugated polyethylene PE (ASTM F405) on all drainage 3-inches to 6-inches in diameter...
14. Use Neenah R-3067-DR/DL casting with curb box, or approved equal, on CB #1, CB#2, CB#4 and CB #5.
15. Use Zurn Z886 trench drain model 8606N with black acid resistant epoxy coated ductile grate - Class C for proposed trench drain.
16. Use Neenah Faundry Co. R-1642 casting with self-sealing, split, type B lid, or approved equal, on all storm sewer manhole covers.
17. Trace Wire: Install locating wires on all conductive and non-conductive storm sewer, sanitary sewer, and water lines...
18. Detectable Warning Tape: Install detectable underground warning tape directly above all underground utilities...
19. Install anti-seepage diaphragms at the locations indicated on the plan in accordance with MNDOT Standard Specification 2501 and MNDOT Standard Plate No. 3146C.
20. The minimum depth of cover for building and canopy roof drain leaders without insulation is 5 feet.

- top of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to Dow Styrofoam HI-40 plastic foam insulation.
21. Install all pipe with the ASTM identification numbers on the top for inspection.
22. Line ponds with 2' thick impervious clay liner per detail.
23. Clean sediment and debris from sewers, sumps and stormwater basins prior to final owner acceptance.
24. Televisé all existing lines prior to connection.
25. Provide a final storm water management report that will serve to verify that the intent of the approved storm water management design has been met.
26. Install finger drains at each and every proposed catchbasin (see detail). Finger drains around catch basin inlets shall not be installed below the crown of the storm drain piping.

HDPE REQUIREMENTS:

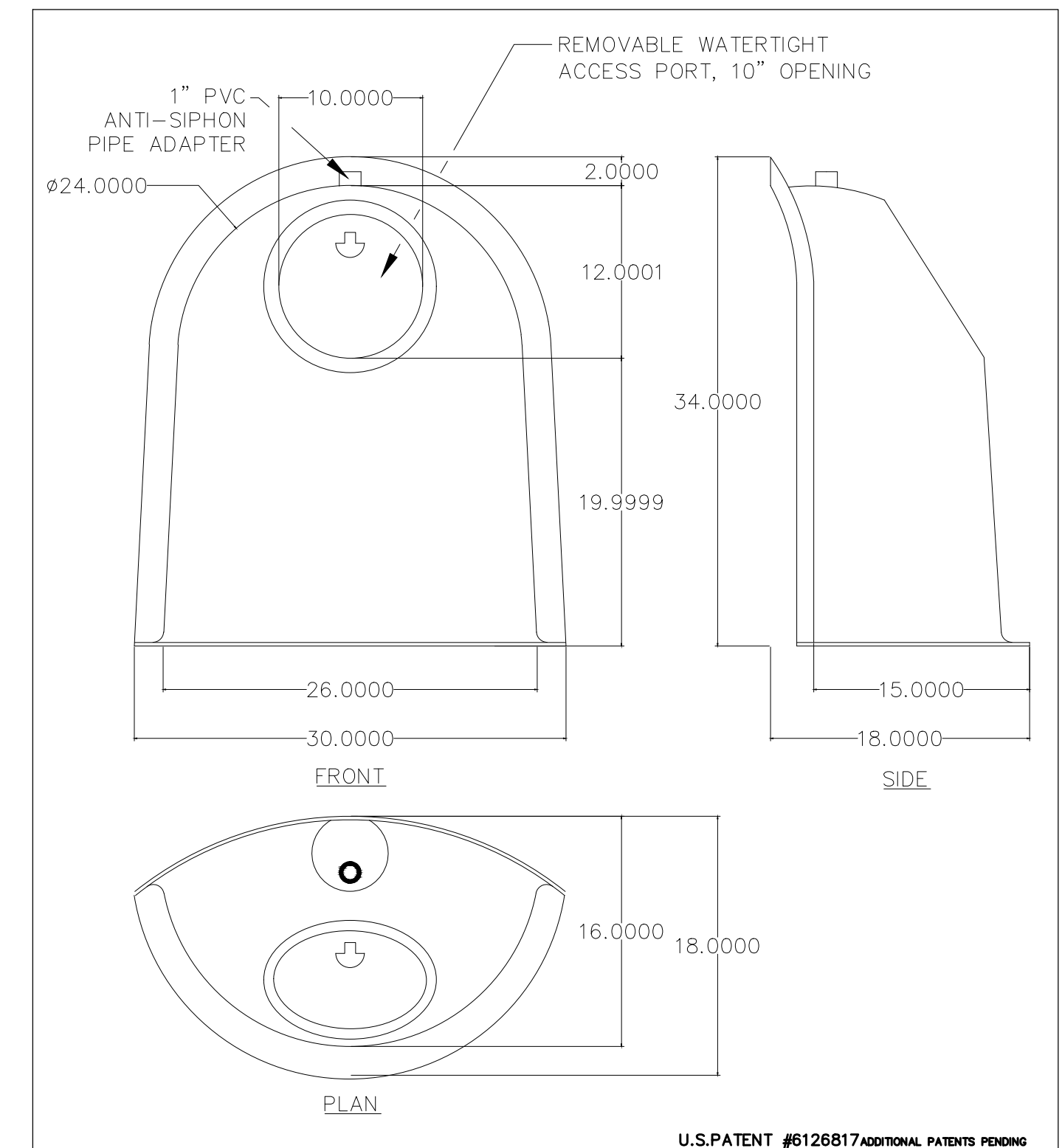
- 1. Install dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe at locations indicated on the plan. High-density polyethylene (HDPE) storm sewers must meet ASTM F714 (see Minnesota Rules, Chapter 4714 and Installation Standard 1).
2. Dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe shall conform to the requirements of AASHTO M252 for pipe sizes 4-inch to 10-inch diameter.
3. All fittings must comply with ASTM Standard D3212.
4. Water-tight joints must be used on all connections (including structures) in conformance with ASTM F2510.
5. HDPE pipe connections into all concrete structures must be made with water tight materials utilizing Nyloplast 'Manhole Adaptors'...
6. Lay all HDPE pipe on a continuous granular bed. Installation must comply with ASTM D2321.
7. Perform deflection tests on all HDPE pipe after the sewer lines have been installed and backfill has been in place for at least 30 days.

INFILTRATION AREA CONSTRUCTION:

- 1. Protect the infiltration area from compaction and disturbance of existing soils.
2. Report any signs of high water table or compaction of the in place soil to the Engineer.
3. Schedule the construction so that excavation of the infiltration system to final grade occur after the contributing drainage area has been constructed and fully stabilized.
4. Delinate the location of infiltration areas (e.g. with flags, stakes, signs, silt fence, etc.) before work begins so that heavy construction equipment will not compact the soil in the proposed infiltration system.
5. Excavation of infiltration areas shall be completed using a backhoe with a toothed bucket.
6. The bottom excavations surface of infiltration areas shall be level without dips or swales.
7. Native soils in infiltration areas shall be de-compacted to a minimum depth of 18 inches prior to placing planting media or rock.
8. Planting media and rock shall remain uncompacted (not mixed with other soil) before and during installation.
9. During construction, stormwater must be routed around infiltration areas until all construction activity has ceased and tributary surface area is cleaned of sediment.
10. Installation of infiltration practices shall be done during periods of dry weather and completed before the rainfall event.
11. Use rigorous erosion prevention and sediment controls (e.g. diversion berms) during the construction of the infiltration system in order to keep sediment and runoff completely away from the infiltration area.
12. Inspect all infiltration areas in order to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that these areas are protected from compaction due to construction equipment driving across the infiltration areas.
13. Prior to construction, provide dual-ring infiltrometer testing (ASTM D-3385) at the infiltration site in order to verify infiltration rates used for the basin design.
14. 2.5' of engineered soil is to be used as the surface layer of the infiltration basin.
15. Coarse filter aggregate shall be a free draining mineral product, excluding crushed carbonate quarry rock, limestone, crushed concrete, and salvaged bituminous mixture.
16. After final grading, lift the floor of the infiltration area to a depth of at least 18 inches in order to provide a well sorted, porous surface texture.
17. Place all excavated materials downstream and away from the infiltration area during and after excavation.
18. Stabilize the bottom and side slopes of the infiltration area immediately following construction of the basin.
19. Use native MN state seed mixture 33-261. Apply seed mixture at a rate of 35 lbs per acre in accordance with MNDOT Standard Spec. 2575. Incorporate a Type 3 fertilizer (slow release type with 10 week residual) consisting of 22-5-10 (2N-1-P-K) into the soil at an application rate of 200 lbs per acre by disk prior to seeding.
20. Establish native seed mix in accordance with MNDOT Standard Spec. 2575.3. Seed native mixes with a native seed drill, a drop type seeder, or a hydro seeder...
21. Comply with the requirements of MNDOT Standard Spec. Table 2575-1 for season of planting native seed mixtures.
22. Water and maintain seeded areas on a timely day-to-day basis.
23. Maintenance of Areas Planted With Native Seeds: To reduce weed establishment, mow 2 to 3 times (30 days apart) during the first year with the mower deck about 6" - 8" off the ground.

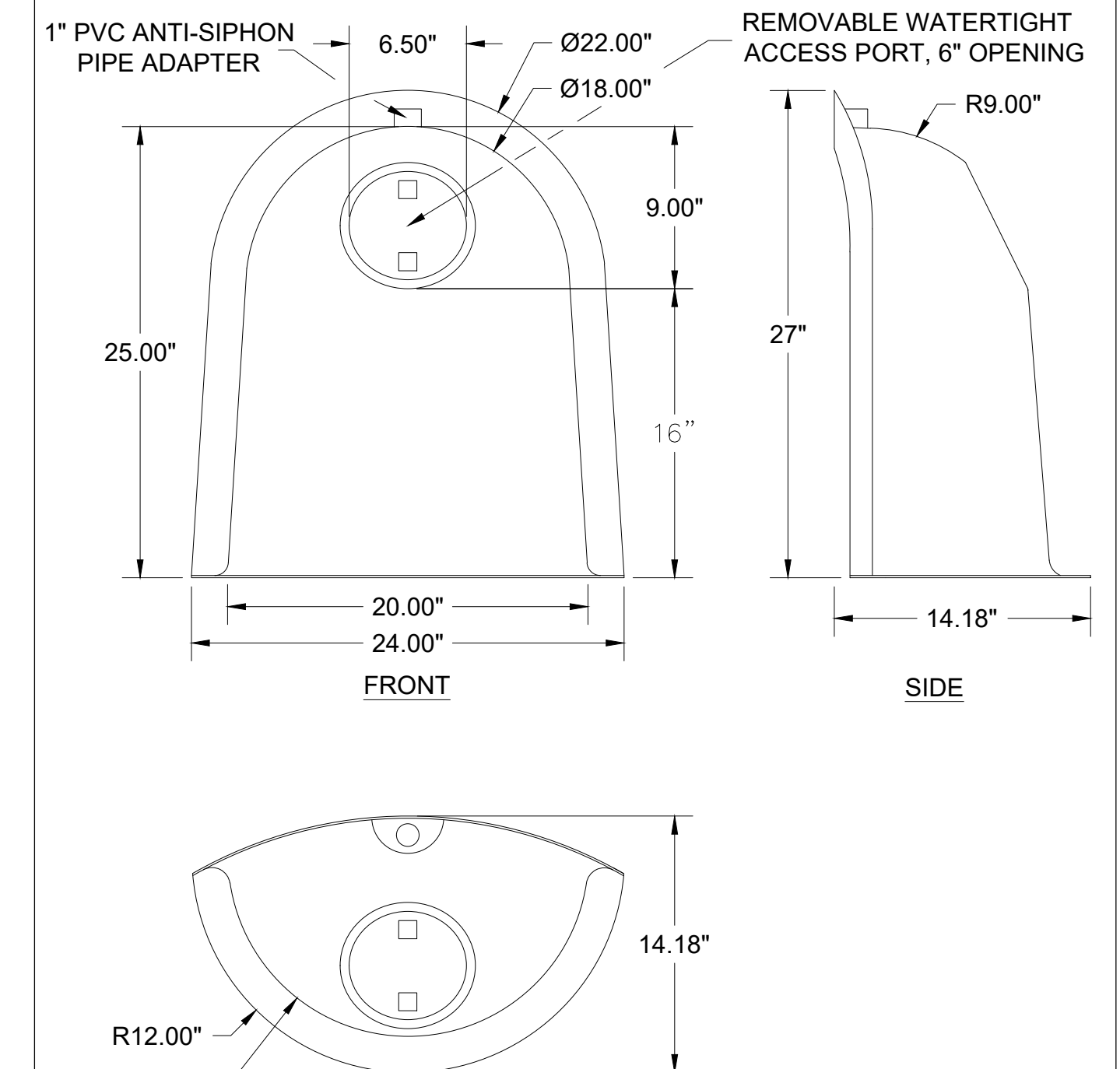
INFILTRATION AREA PERFORMANCE TESTING:

- 1. After construction, provide dual-ring infiltrometer testing (ASTM D-3385) at the infiltration site in order to verify the performance of the as-built infiltration system.
2. Perform a minimum of 2 tests at each infiltration site (0.5-acre bottom area or less).
3. The average of the measured infiltration rates must meet or exceed the infiltration rate used for the basin design.



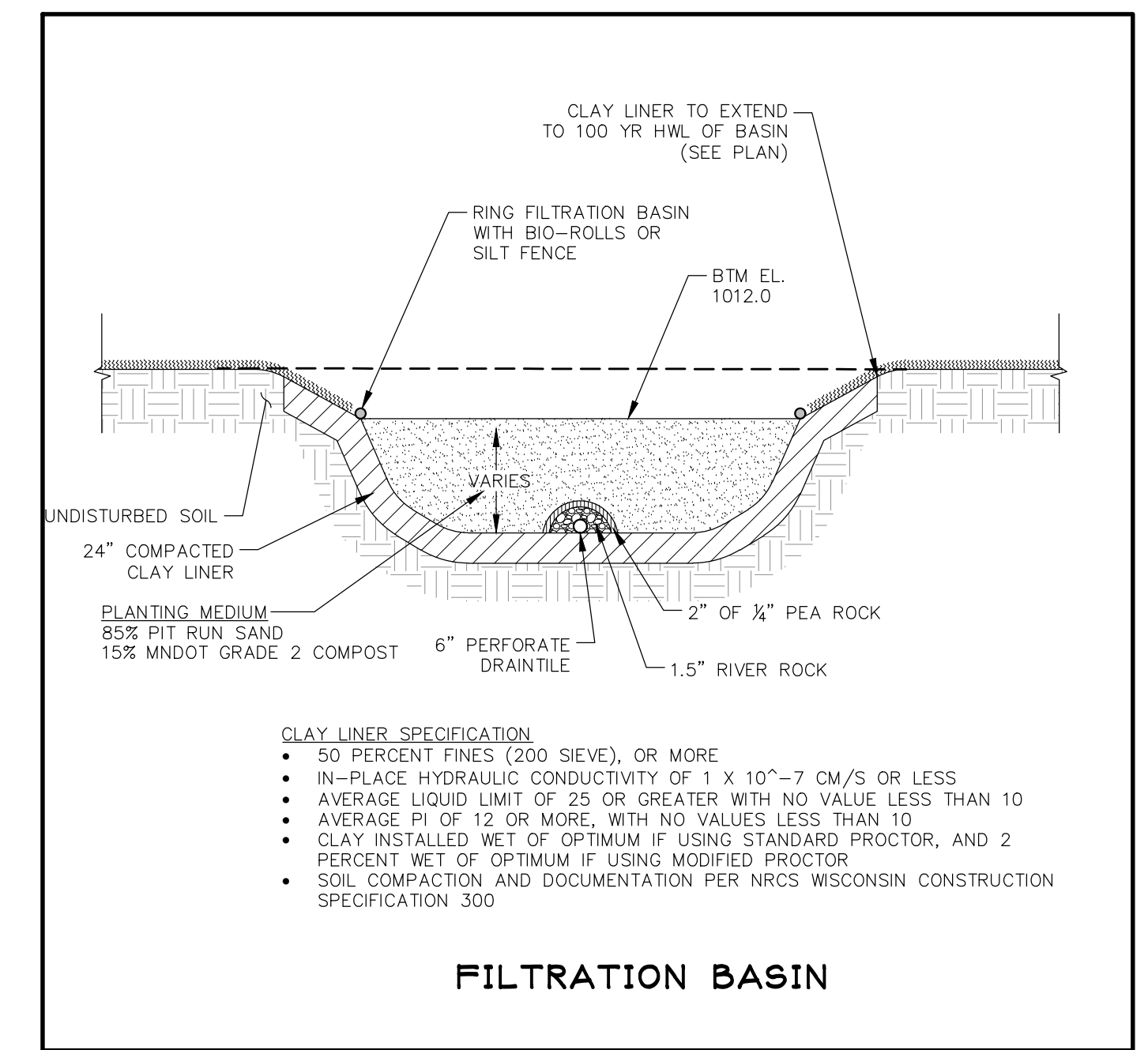
DESIGNED TO FIT 48"-60" DIAM. STRUCTURES RECOMMENDED SUMP DEPTH 2.5 TO 3X OUTLET PIPE I.D.

BMP, INC. 53 MT. ARCHER ROAD, LYME, CT. 06371 (800) 504-8008 FAX: (860)434-3195. Description: 24R SNOUT OIL & DEBRIS STOP. Date: 09/13/99. Scale: NONE. Drawing Number: 24R.



DESIGNED TO FIT 48"-60" DIAM. STRUCTURES RECOMMENDED SUMP DEPTH 2.5 TO 3X OUTLET PIPE I.D.

BMP, INC. 53 MT. ARCHER ROAD, LYME, CT. 06371 (800) 504-8008 FAX: (860)434-3195. Description: 18R SNOUT OIL & DEBRIS STOP. Date: 09/06/99. Scale: NONE. Drawing Number: 18R.



- CLAY LINER SPECIFICATION
• 50 PERCENT FINES (200 SIEVE), OR MORE
• IN-PLACE HYDRAULIC CONDUCTIVITY OF 1 X 10^-7 CM/S OR LESS
• AVERAGE LIQUID LIMIT OF 25 OR GREATER WITH NO VALUE LESS THAN 10
• AVERAGE PI OF 12 OR MORE, WITH NO VALUES LESS THAN 10
• CLAY INSTALLED WET OF OPTIMUM F USING STANDARD PROCTOR, AND 2 PERCENT WET OF OPTIMUM IF USING MODIFIED PROCTOR
• SOIL COMPACTION AND DOCUMENTATION PER NRCS WISCONSIN CONSTRUCTION SPECIFICATION 300

FILTRATION BASIN

Kwik Trip logo.

Kwik Star logo.

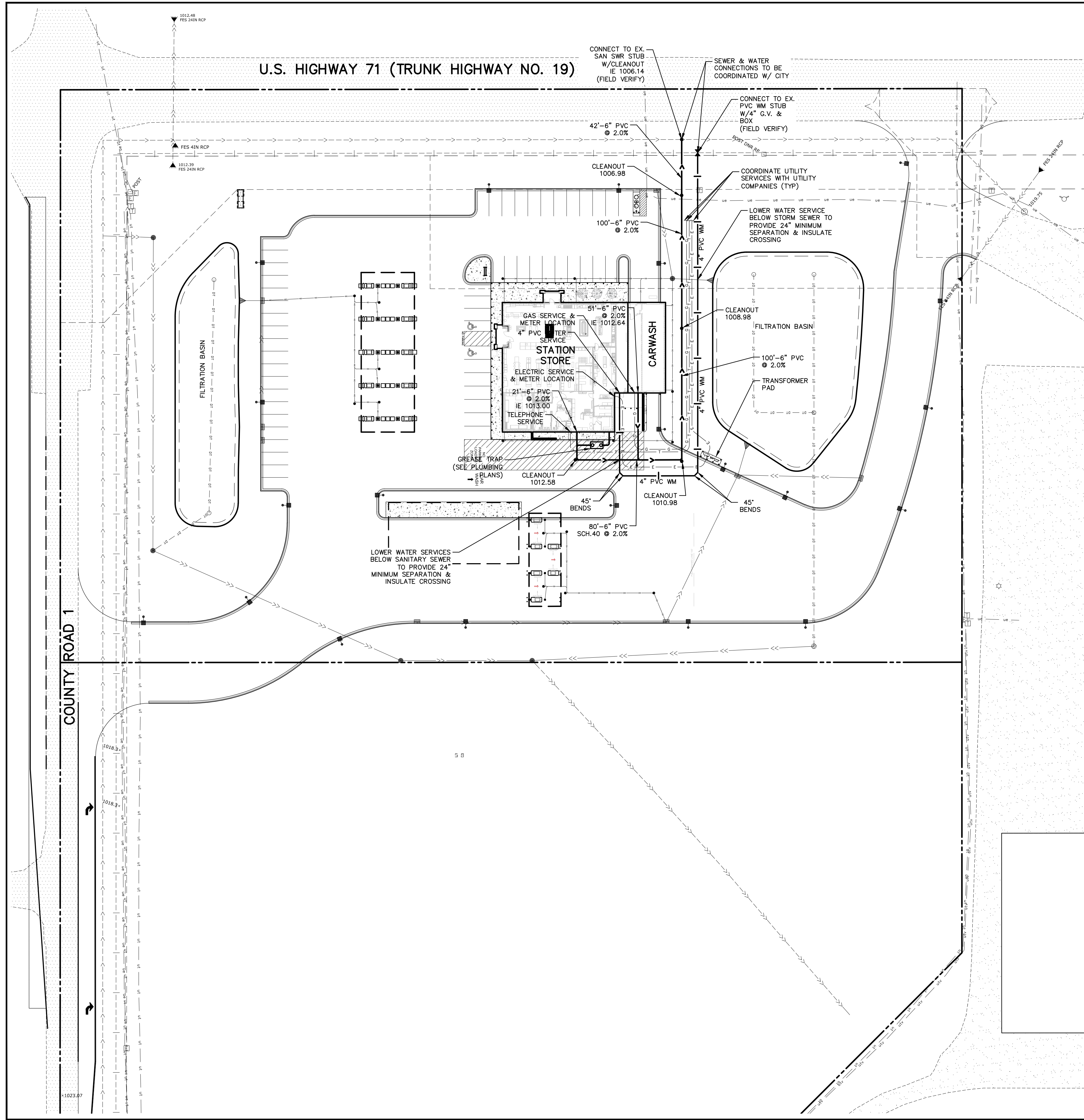
KWIK TRIP, Inc. P.O. BOX 2107 1626 OAK STREET LA CROSSE, WI 54602-2107 PH. (608) 781-8988 FAX (608) 781-8960

CARLSON MCCAIN logo.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Name: Joseph T. Radach, P.E. Signature: [Signature] Date: 01/03/22 License #: 45889

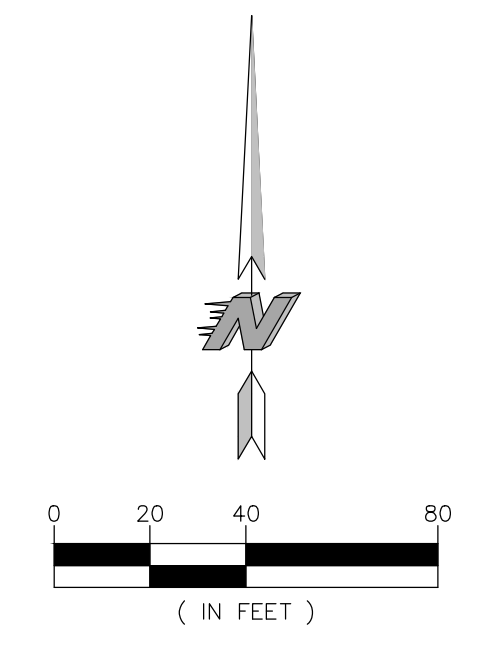
STORM SEWER NOTES & DETAILS CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA

Table with columns: #, DATE, DESCRIPTION, DRAWN BY, SCALE, PROJ. NO., DATE, SHEET. Includes drawing number 1203 SP3.1 and date 2022-01-03.



**PLAN LEGEND**

	EXISTING	PROPOSED
CURB	---	---
BITUMINOUS CONCRETE PAVEMENT	-----	-----
CONCRETE WALK	-----	-----
PROPERTY LINE	---	---
EASEMENT LINE	---	---
STORM SEWER	---<<---	---<<---
SANITARY SEWER	---<---	---<---
WATER MAIN	--- ---	--- ---
UNDERGROUND GAS	---o---	---o---
UNDERGROUND TELEPHONE	---t---	---t---
UNDERGROUND ELECTRIC	---e---	---e---
OVERHEAD UTILITY	---o---	---o---
TELEPHONE PEDESTAL	---o---	---o---
POWER POLE	---o---	---o---
SANITARY MANHOLE	---o---	---o---
LIGHT POLE	---o---	---o---
SIGN	---o---	---o---
HYDRANT	---o---	---o---
WATER VALVE	---o---	---o---
ELECTRICAL BOX	---o---	---o---



**BENCHMARKS**

1. TOP OF MNDOT GEODETIC MONUMENT "6404 D RESET" GSD STATION #103971  
ELEVATION = 1016.002 (NAVD 88)

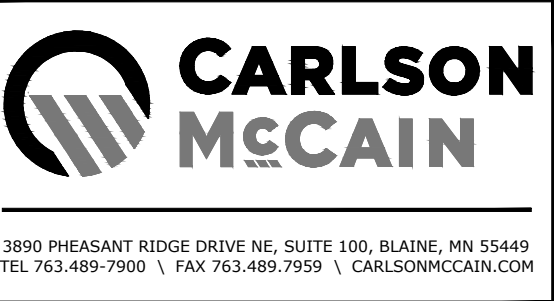
CALL BEFORE YOU DIG

**811**

Know what's below.  
Call before you dig.



**KWIK TRIP, Inc.**  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
Signature: *J. T. Radach*  
Date: 01/03/22 License #: 45889

**UTILITY PLAN**

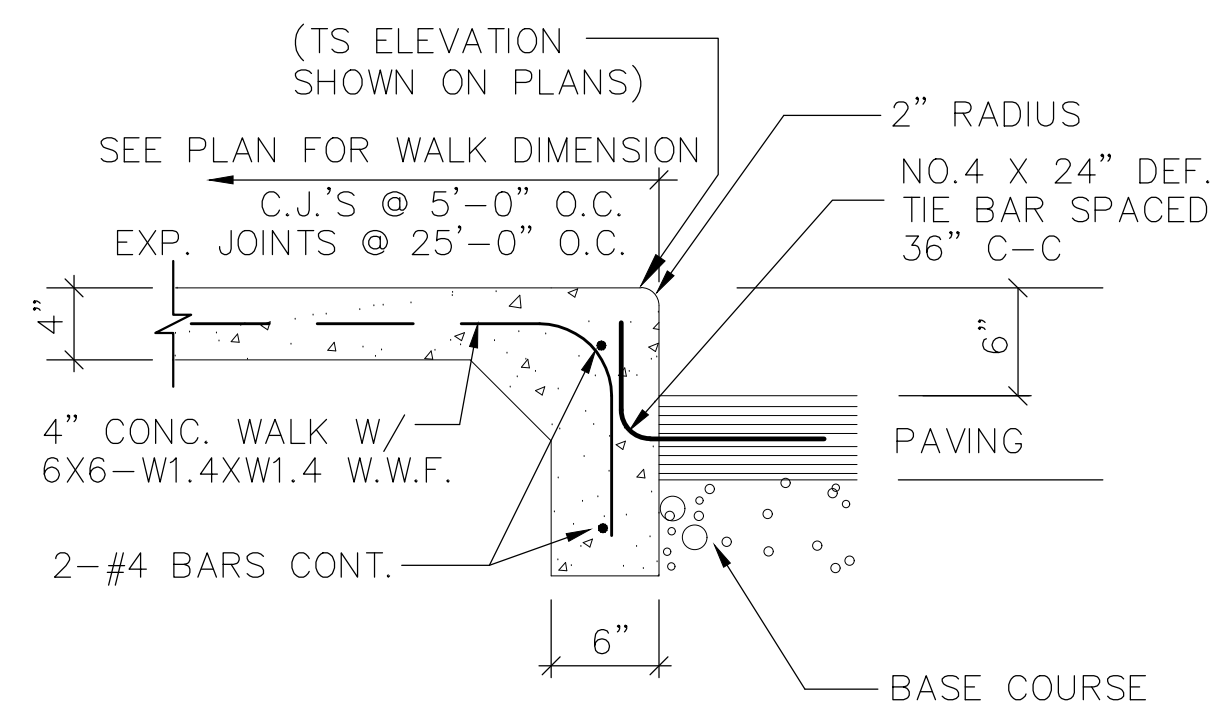
**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**

**HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA**

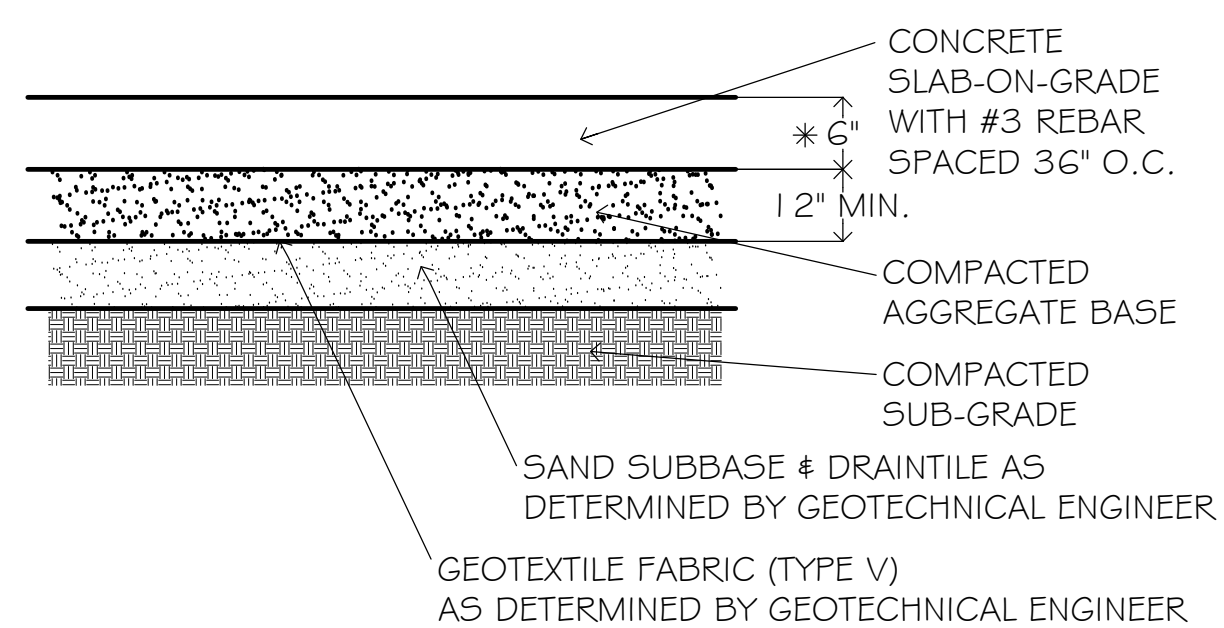
#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SP4

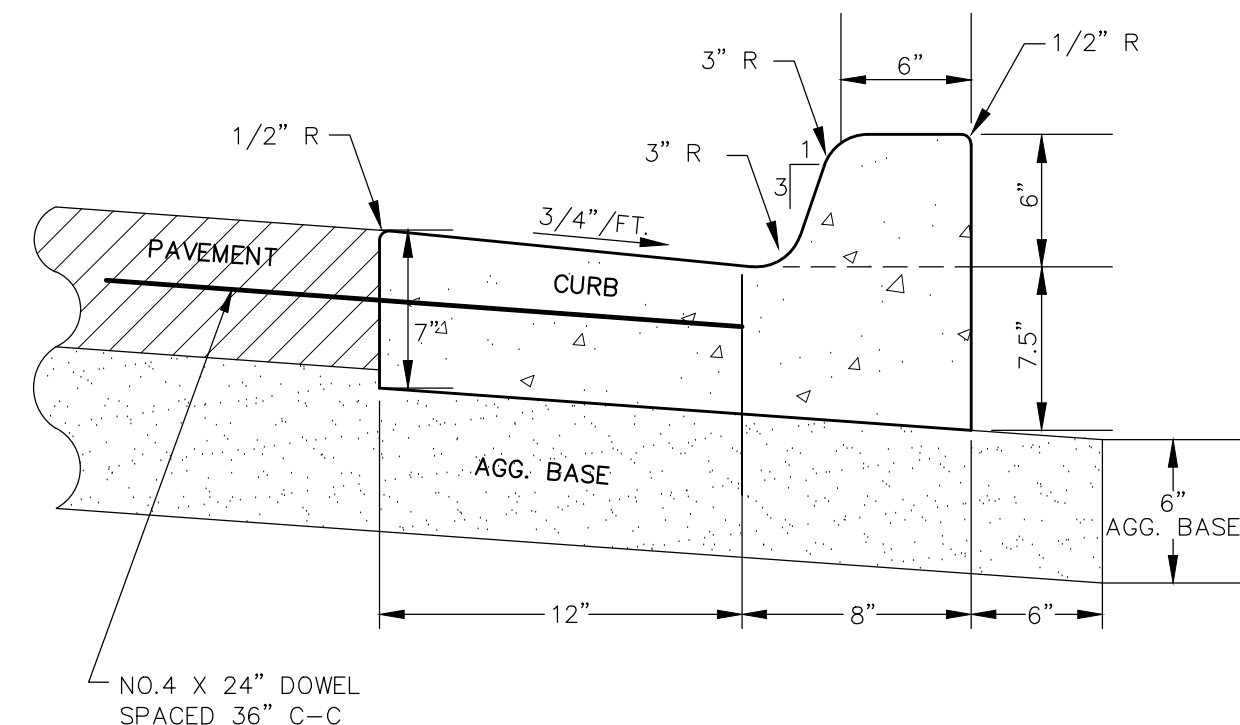




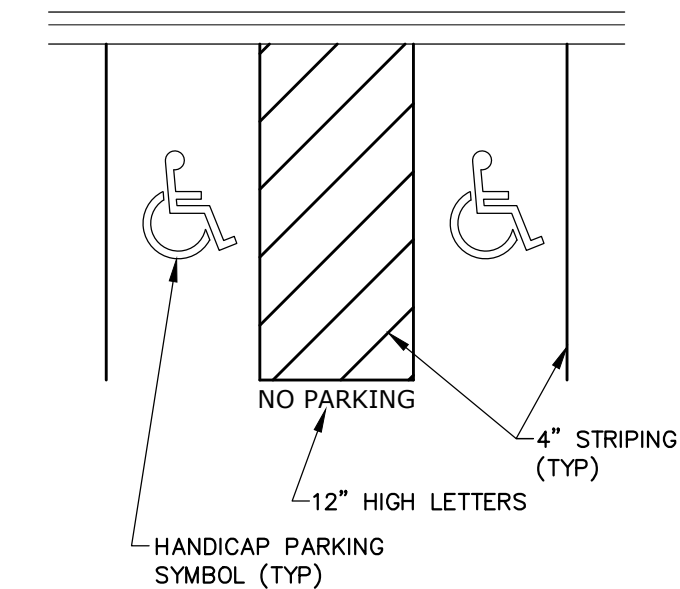
1 | SIDEWALK/ CURB DETAIL  
SP5 | NO SCALE



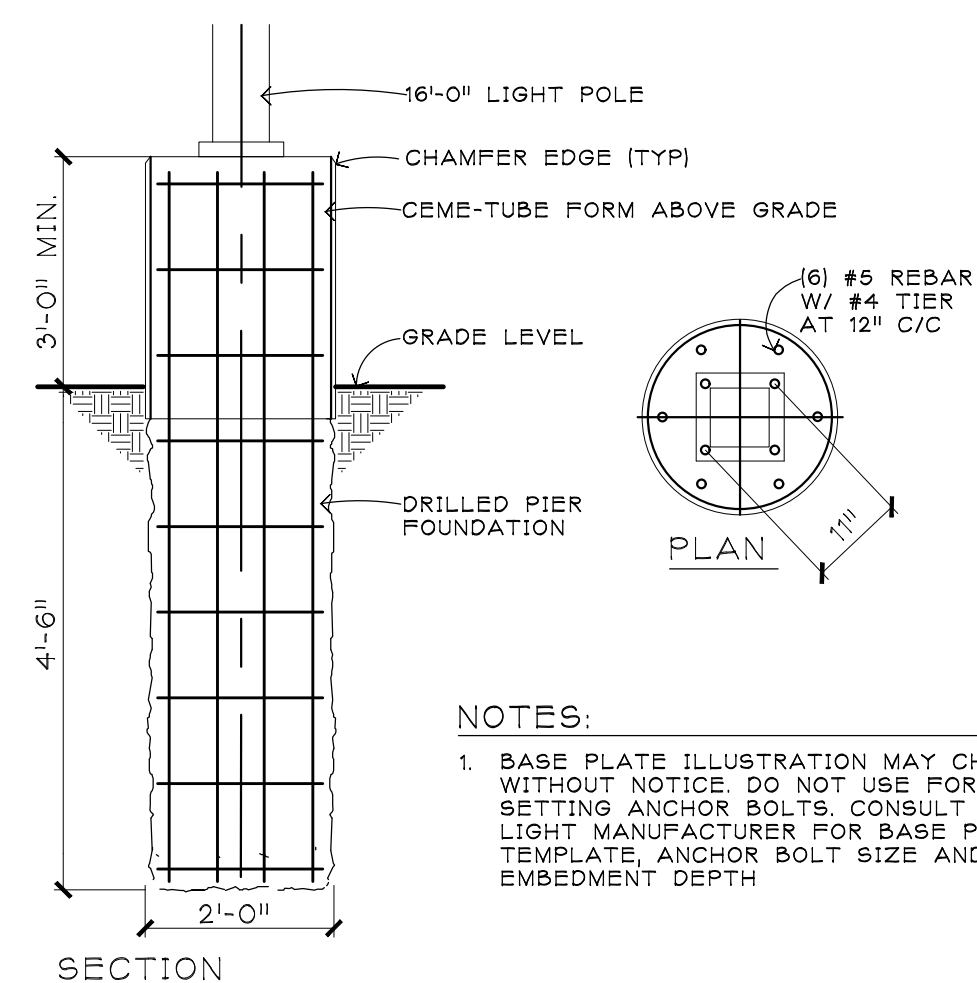
2 | 6" CONCRETE PAVEMENT SECTION (LIGHT DUTY)  
SP5 | NO SCALE



3 | B-612 CONCRETE CURB & GUTTER  
SP5 | NO SCALE



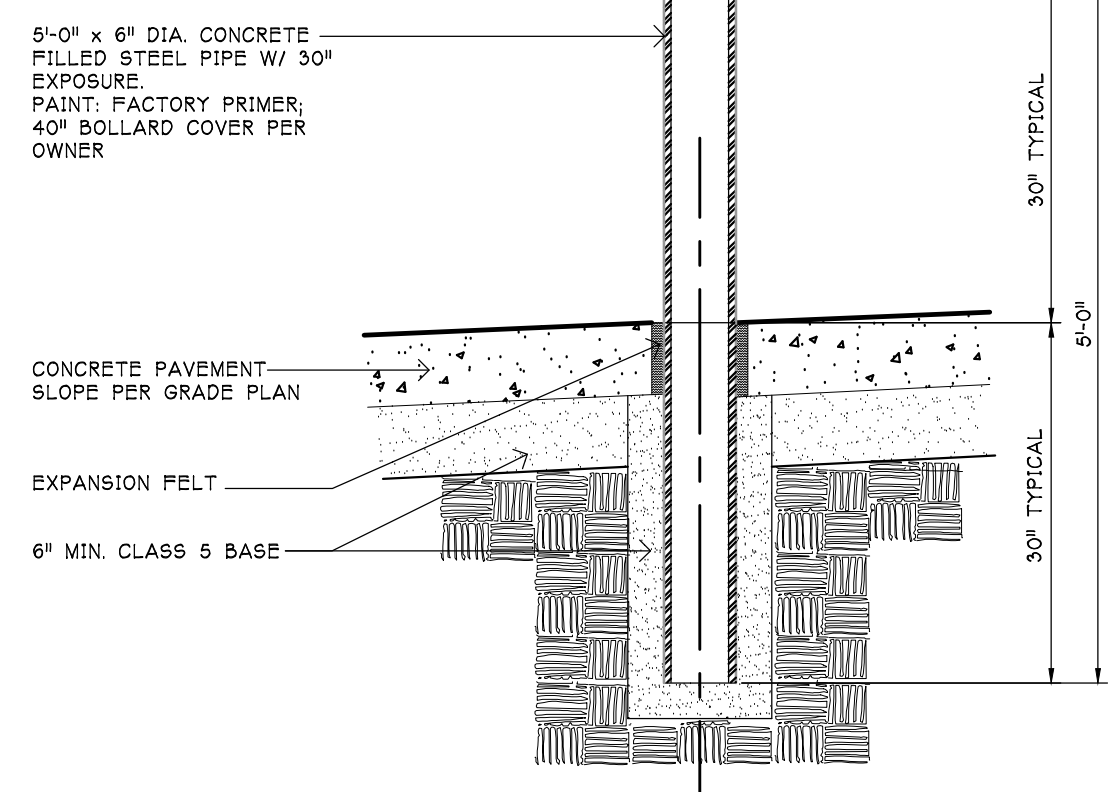
4 | HANDICAP PARKING SPACE STRIPING  
SP5 | NO SCALE



NOTES:  
1. BASE PLATE ILLUSTRATION MAY CHANGE WITHOUT NOTICE DO NOT USE FOR SETTING ANCHOR BOLTS. CONSULT AREA LIGHT MANUFACTURER FOR BASE PLATE TEMPLATE, ANCHOR BOLT SIZE AND EMBEDMENT DEPTH

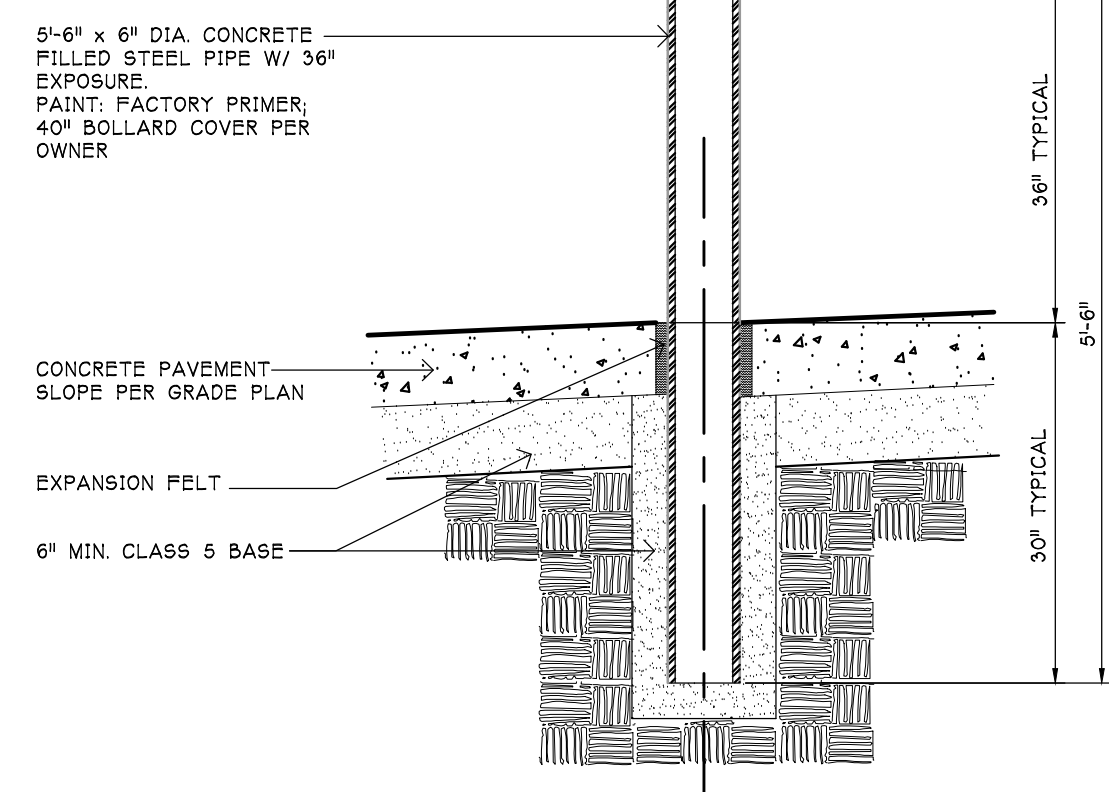
5 | ROUND AREALIGHT FOUNDATION  
SP5 | NO SCALE

NOTE: SEE ARCHITECTURAL PLANS FOR REMOVABLE BOLLARD LOCATION AND DETAIL.



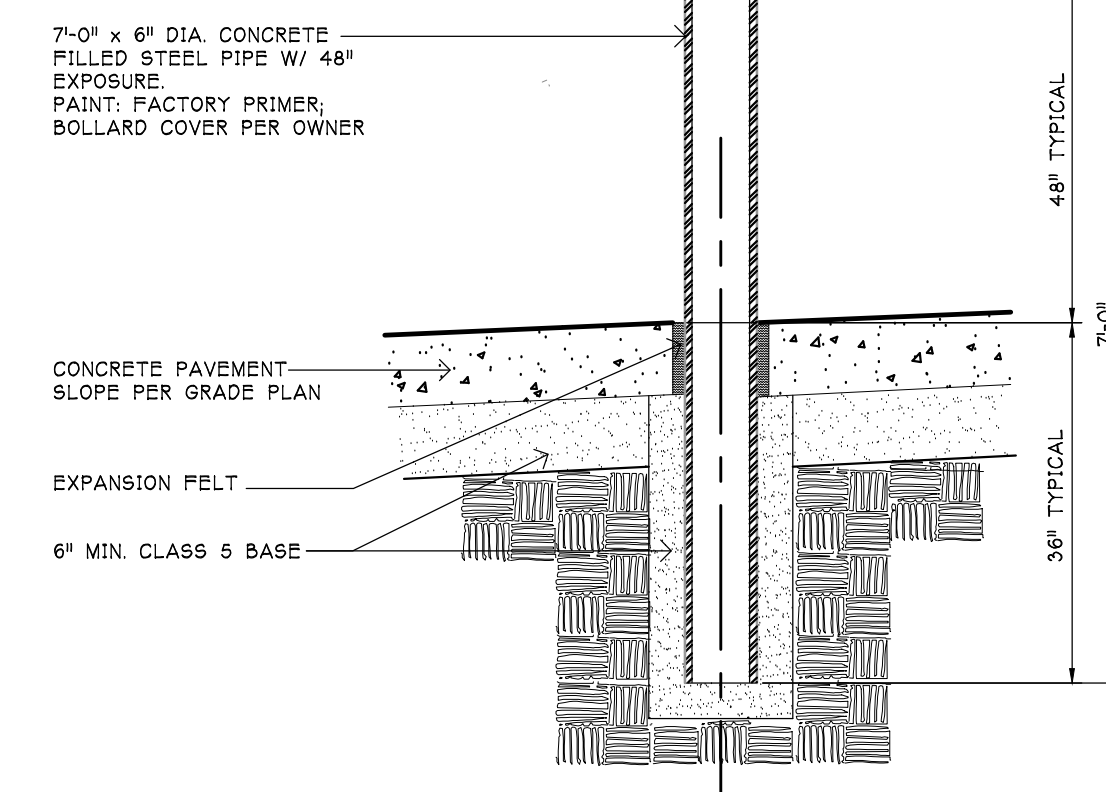
6 | 6" PIPE BOLLARD - 5'  
SP5 | NO SCALE

NOTE: SEE ARCHITECTURAL PLANS FOR REMOVABLE BOLLARD LOCATION AND DETAIL.

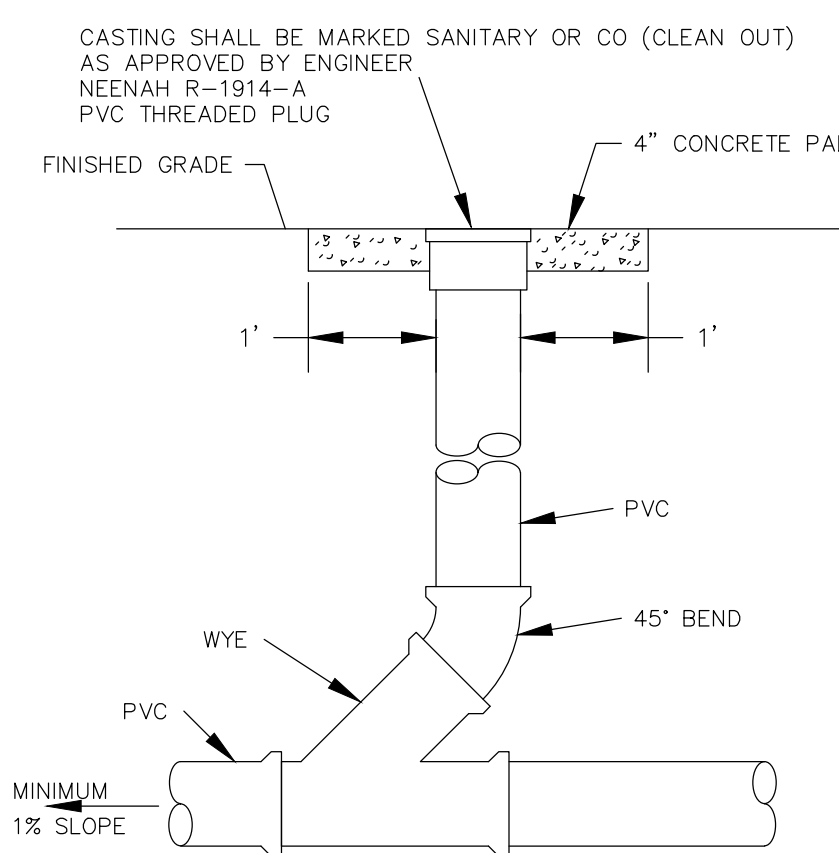


7 | 6" PIPE BOLLARD - 5'-6"  
SP5 | NO SCALE

NOTE: SEE ARCHITECTURAL PLANS FOR REMOVABLE BOLLARD LOCATION AND DETAIL.

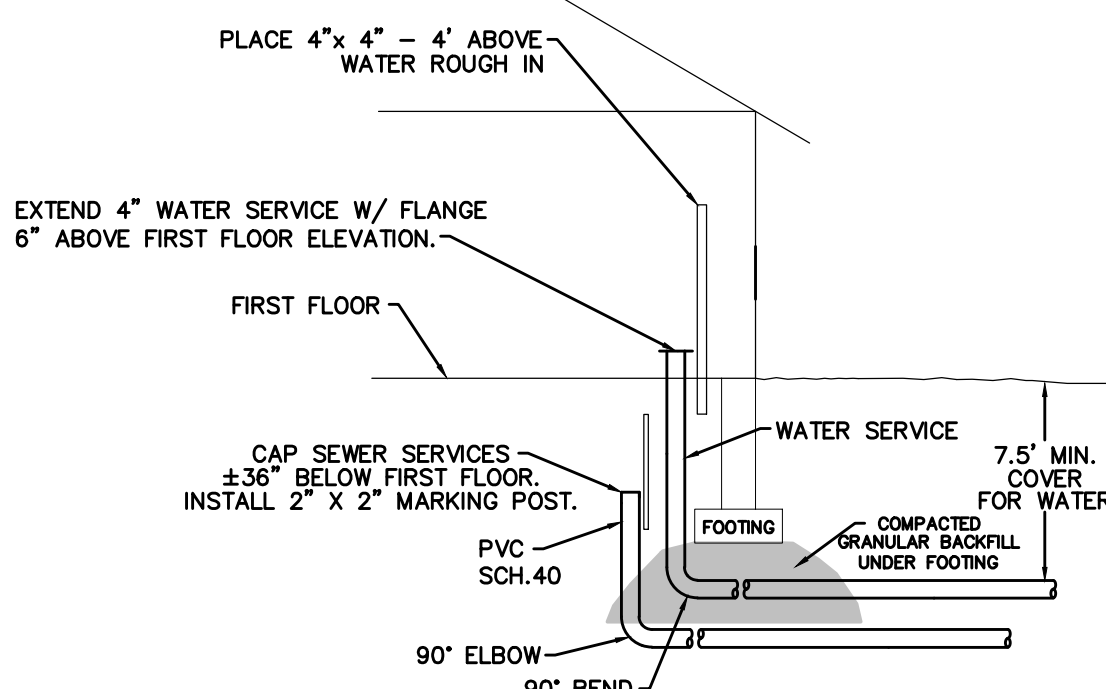


8 | 6" PIPE BOLLARD - 7'-0"  
SP5 | NO SCALE



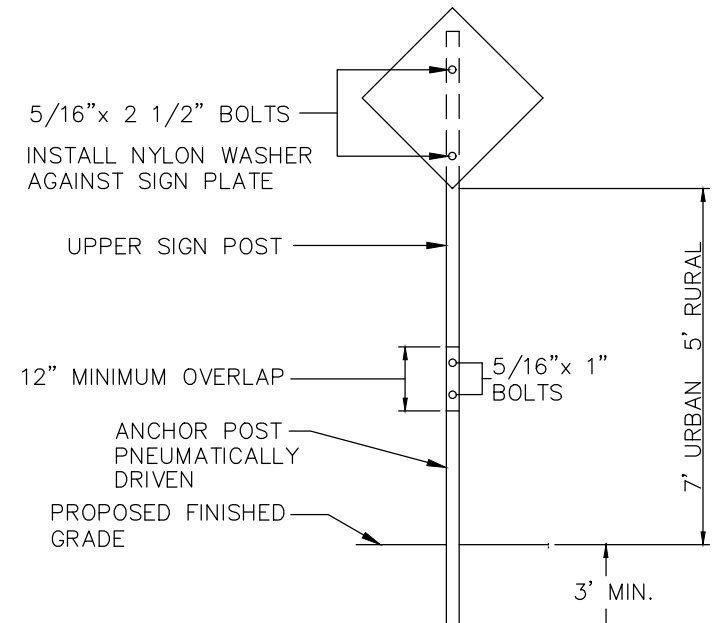
NOTES:  
- ALL JOINTS SHALL BE SOLVENT WELD EXCEPT AS NOTED.  
- CLEAN OUTS ARE REQUIRED AT 100' SPACING AND AT CHANGE OF DIRECTION.  
- ALL CLEAN OUTS SHALL BE EQUIPPED WITH A FROST SLEEVE.

9 | SERVICE CLEAN OUT  
SP5 | NO SCALE



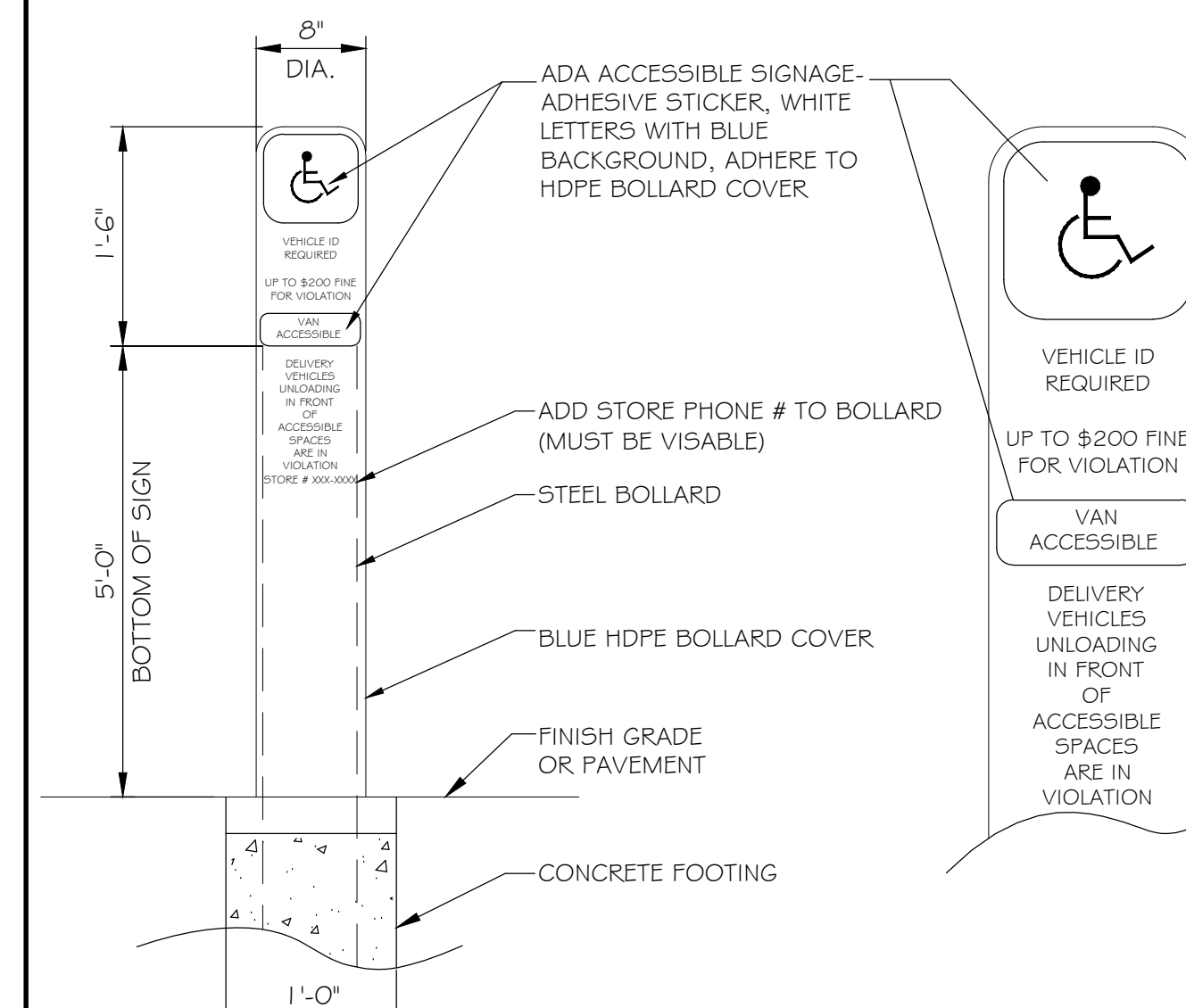
WATER NOTES: 4" WATER SERVICE W/FLANGE SHALL BE EXTENDED TO 6" ABOVE FIRST FLOOR ELEVATION. ALL SERVICES SHALL BE MARKED WITH A 4" X 4" POST, 4' ABOVE GRADE.  
SEWER NOTES: SANITARY SEWER SERVICES FOR BUILDINGS SHALL BE EXTENDED VERTICALLY TO APPROXIMATELY 36" BELOW FIRST FLOOR ELEVATION AND CAPPED. ALL SERVICES SHALL BE MARKED WITH A 2" X 2" POST.

10 | SANITARY & WATER SERVICE INSTALLATION  
SP5 | NO SCALE



NOTES:  
1. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH CITY SPECIFICATIONS.  
2. SIGN PANELS-REFLECTIVE SHEETING, VP DIAMOND GRADE.  
3. BOLTS SHALL BE TAMPER PROOF.  
4. FLANGED CHANNEL SIGN POSTS SHALL BE PAINTED GREEN, 3 LB./L.F. AND 7' LONG.  
5. SIGNS INSTALLED IN CONCRETE SHALL HAVE AN APPROVED BREAK-AWAY DEVICE.  
6. EDGE OF SIGN SHALL BE MINIMUM 18" FROM BACK OF CURB.

11 | TRAFFIC SIGN INSTALLATION  
SP5 | NO SCALE



12 | ADA BOLLARD SIGNAGE  
SP5 | NO SCALE

**KWIK TRIP**

**KWIK STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

**CARLSON MCCAIN**

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

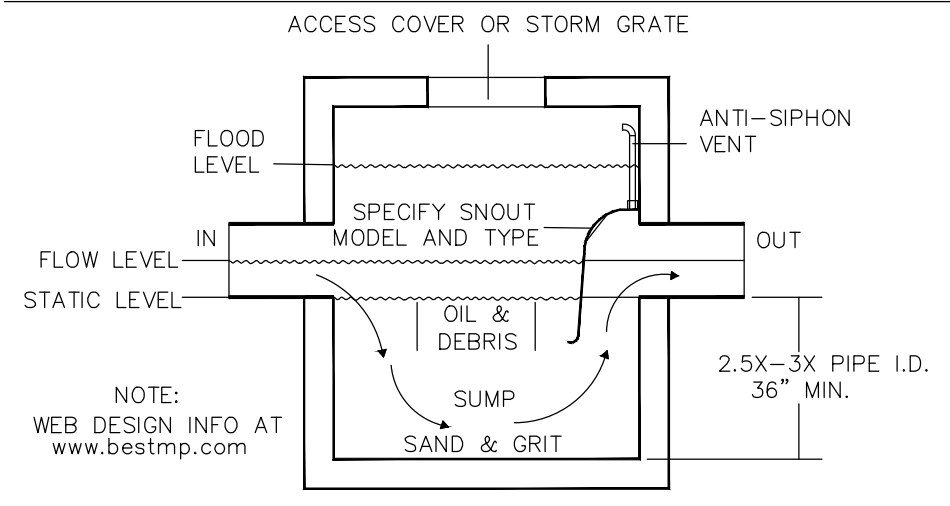
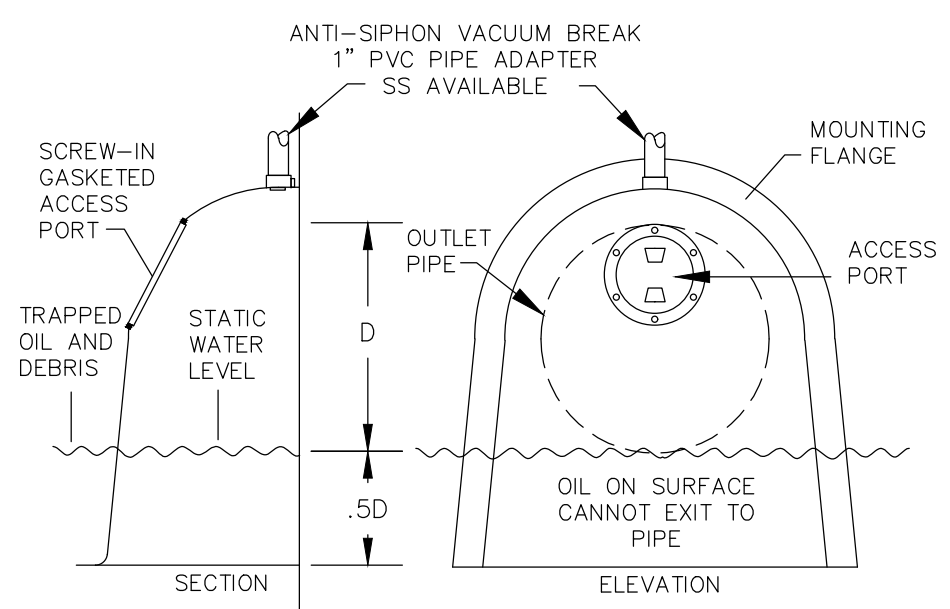
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
Signature: *J. T. Radach*  
Date: 01/03/22 License #: 45889

**SITE PLAN DETAILS**  
**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**  
**HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA**

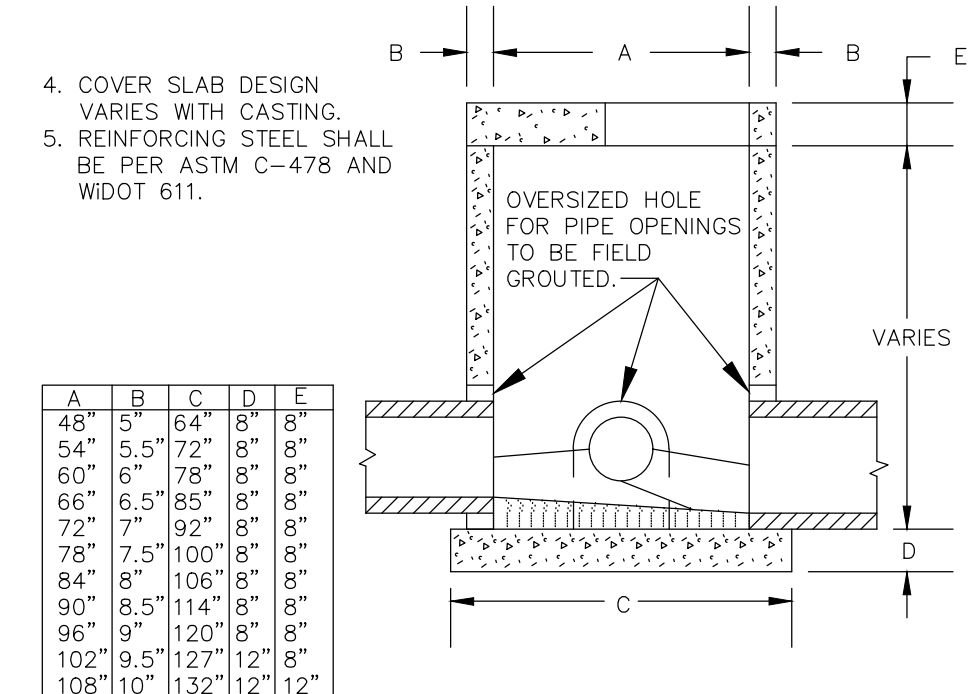
#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SP5



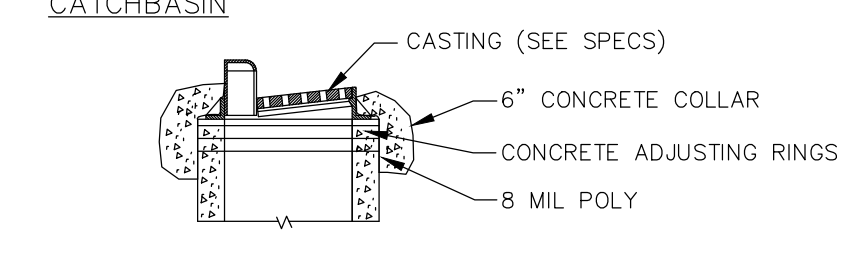
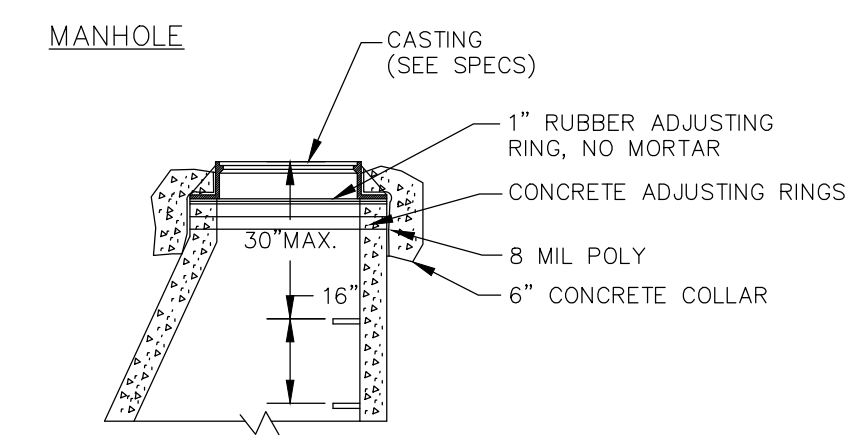
1 "SNOUT" OIL-WATER-DEBRIS SEPARATOR  
SP6 NO SCALE

- NOTES:  
 1. 54" THRU 120" DIA. STRUCTURES ARE MANUFACTURED WITH BELL END FACING DOWN.  
 2. STRUCTURES ARE MANUFACTURED IN ACCORDANCE WITH ASTM C-478 AND WDOT 611 WITH RUBBER GASKET JOINTS.  
 3. PROVIDE MORTAR FILLETS TO FIT THE BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET HALF-WAY UP PIPE MINIMUM.



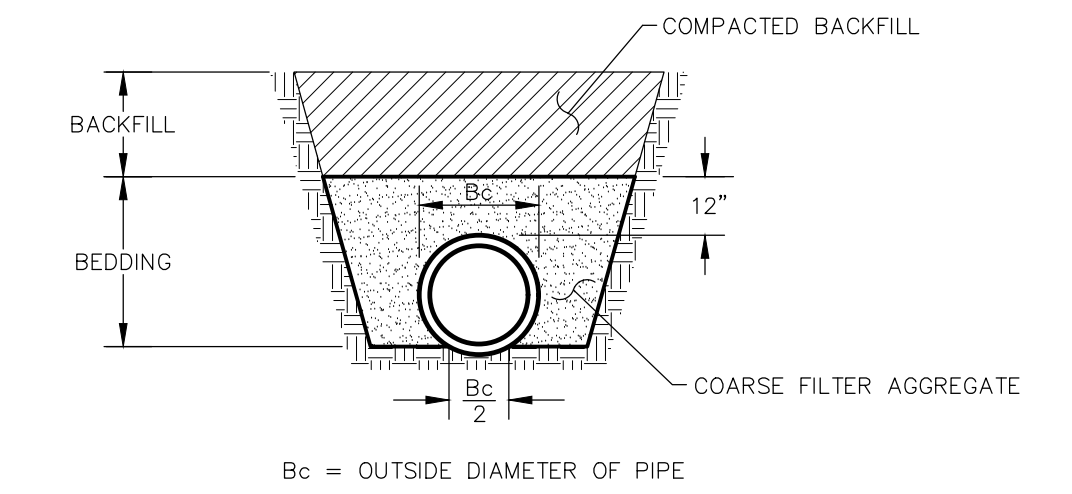
A	B	C	D	E
48"	15"	64"	8"	8"
54"	5.5"	72"	8"	8"
60"	6"	78"	8"	8"
66"	6.5"	85"	8"	8"
72"	7"	92"	8"	8"
78"	7.5"	100"	8"	8"
84"	8"	106"	8"	8"
90"	8.5"	114"	8"	8"
96"	9"	120"	8"	8"
102"	9.5"	127"	12"	8"
108"	10"	132"	12"	12"
120"	10"	146"	12"	12"

STANDARD STORM SEWER CATCH BASIN/MANHOLE & MANHOLE  
 2 SP6 NO SCALE

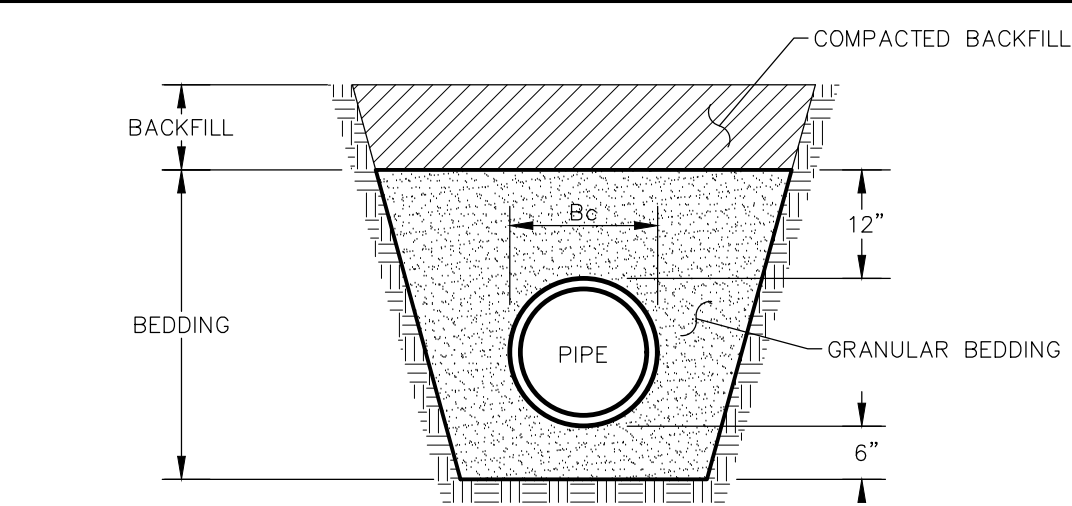


- NOTES:  
 1. USE MINIMUM OF 2-0.2" ADJUSTING RINGS, MAXIMUM OF 5-0.2" ADJUSTING RINGS, ALL SET IN MORTAR.  
 2. MANHOLE STEPS SHALL BE PER MNDOT PLATE 4180, TYPE W. STEPS SHALL BE LOCATED ON UPSTREAM WALL FOR PIPE SIZES UP TO AND INCLUDING 15" AND ON SIDE WALL FOR GREATER THAN 15".  
 3. LIDS FOR SANITARY SEWER SHALL BE MARKED "SANITARY"

3 ADJUSTING RINGS & STEPS  
SP6 NO SCALE



4 DIP & RCP PIPE BEDDING  
SP6 NO SCALE



5 PVC PIPE BEDDING  
SP6 NO SCALE

**Kwik Trip**

**Kwik Star**

KWIK TRIP, Inc.  
 P.O. BOX 2107  
 1626 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960

**CARLSON McCAIN**

3990 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
 TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

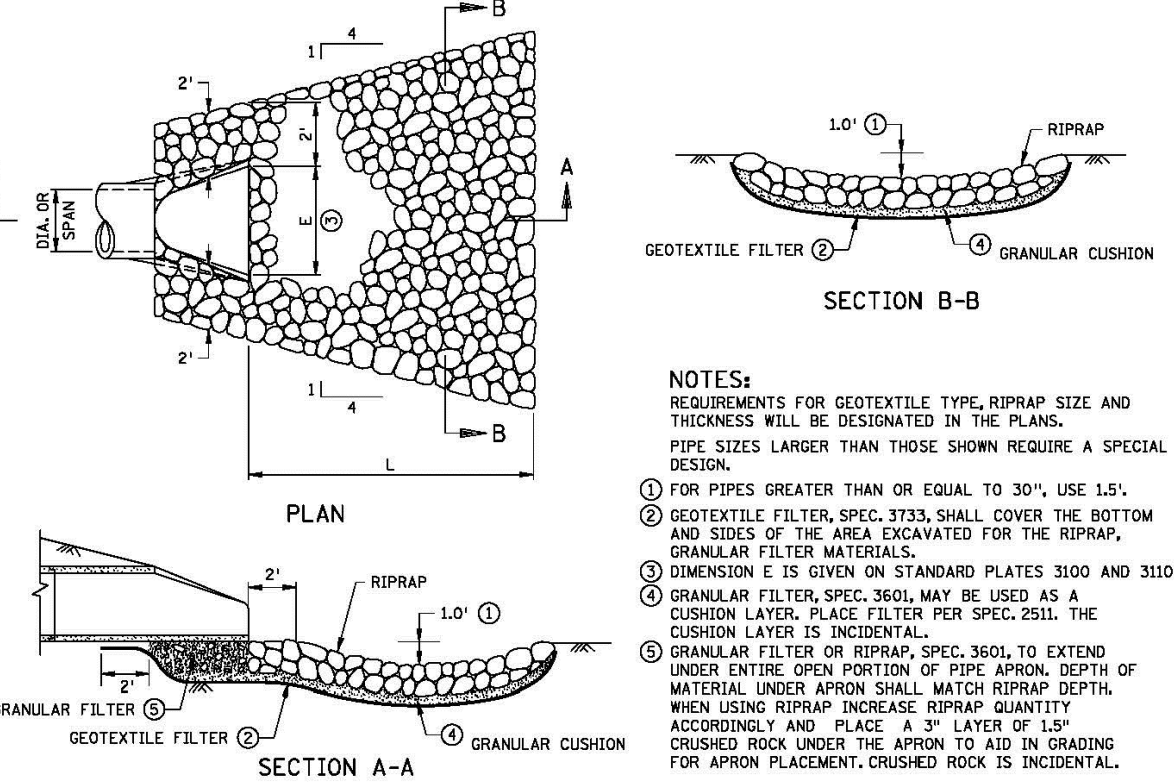
Name: Joseph T. Radach, P.E.  
 Signature: *[Signature]*  
 Date: 01/03/22 License #: 45889

TABLE OF QUANTITIES  
 RIPRAP AT RCP OUTLETS

DIAL. OF ROUND PIPE (IN.)	CLASS II d <sub>50</sub> = 6"				CLASS III d <sub>50</sub> = 9"				CLASS IV d <sub>50</sub> = 12"				
	12" GEO-TEXTILE UNDER APRON	12" FILTER DEPTH RIPRAP	18" GEO-TEXTILE UNDER APRON	18" FILTER DEPTH RIPRAP	24" GEO-TEXTILE UNDER APRON	24" FILTER DEPTH RIPRAP	24" GEO-TEXTILE UNDER APRON	24" FILTER DEPTH RIPRAP	24" GEO-TEXTILE UNDER APRON	24" FILTER DEPTH RIPRAP	24" GEO-TEXTILE UNDER APRON	24" FILTER DEPTH RIPRAP	
12	8	16.9	0.2	3.0	19.6	0.3	4.4	22.6	0.3	5.9	25.6	0.4	6.4
15	8	18.0	0.2	3.2	20.6	0.3	4.8	23.9	0.4	6.4	27.0	0.5	8.5
18	10	22.4	0.3	4.3	25.6	0.4	6.4	29.0	0.5	8.5	32.1	0.7	9.4
21	10	24.1	0.4	4.7	27.4	0.6	7.1	30.8	0.7	10.2	34.0	0.7	12.3
24	12	29.7	0.5	6.2	35.4	0.8	9.2	37.3	1.0	12.3	41.6	1.2	13.2
27	12	31.4	0.6	6.6	38.2	0.9	9.9	38.2	1.2	13.2	44.4	1.2	16.4
30	14	37.4	0.8	8.2	41.6	1.1	12.3	46.0	1.5	16.4	50.4	2.1	21.1
36	16	45.9	1.1	10.6	50.5	1.6	15.8	55.4	2.1	21.1	61.4	2.3	24.9
42	18	52.8	1.2	12.5	57.8	1.7	18.7	63.0	2.3	24.9	70.7	2.9	29.6
48	20	61.1	1.5	14.8	68.5	2.2	22.2	72.0	2.9	29.6	81.6	3.6	34.4

TABLE OF QUANTITIES  
 RIPRAP AT RCP-A OUTLETS

SPAN OF PIPE (IN.)	CLASS II d <sub>50</sub> = 6"				CLASS III d <sub>50</sub> = 9"				CLASS IV d <sub>50</sub> = 12"				
	12" GEO-TEXTILE UNDER APRON	12" FILTER DEPTH RIPRAP	18" GEO-TEXTILE UNDER APRON	18" FILTER DEPTH RIPRAP	24" GEO-TEXTILE UNDER APRON	24" FILTER DEPTH RIPRAP	24" GEO-TEXTILE UNDER APRON	24" FILTER DEPTH RIPRAP	24" GEO-TEXTILE UNDER APRON	24" FILTER DEPTH RIPRAP	24" GEO-TEXTILE UNDER APRON	24" FILTER DEPTH RIPRAP	
12	10	22.4	0.3	4.3	25.6	0.4	6.4	29.0	0.5	8.5	32.1	0.7	9.4
28	12	29.5	0.5	5.7	35.2	0.7	8.5	37.1	0.9	11.3	41.3	1.1	14.3
36	14	37.3	0.8	7.6	41.5	1.1	11.2	45.8	1.5	14.3	50.1	1.8	17.3
43	16	45.9	1.1	9.5	50.5	1.6	14.3	55.3	2.1	19.0	60.1	2.5	22.3
51	18	52.5	1.2	11.3	57.5	1.7	16.9	62.7	2.3	22.3	68.1	2.8	26.4
58	20	59.3	1.3	13.2	65.2	1.9	19.8	70.7	2.5	26.4	77.1	3.2	31.4



- NOTES:  
 1. REQUIREMENTS FOR GEOTEXTILE TYPE, RIPRAP SIZE AND THICKNESS WILL BE DESIGNATED IN THE PLANS.  
 2. PIPE SIZES LARGER THAN THOSE SHOWN REQUIRE A SPECIAL DESIGN.  
 3. FOR PIPES GREATER THAN OR EQUAL TO 30", USE 1.5".  
 4. GEOTEXTILE FILTER, SPEC. 3733, SHALL COVER THE BOTTOM AND SIDES OF THE AREA EXCAVATED FOR THE RIPRAP.  
 5. GRANULAR FILTER MATERIALS.  
 6. DIMENSION E IS GIVEN ON STANDARD PLATES 3103 AND 3110.  
 7. GRANULAR FILTER, SPEC. 3616, MAY BE USED AS A CUSHION LAYER. PLACE FILTER PER SPEC. 2511. THE CUSHION LAYER IS INCIDENTAL.  
 8. GRANULAR FILTER OR RIPRAP, SPEC. 3610, TO EXTEND UNDER APRON. PLACE FILTER PER SPEC. 2511. THE CUSHION LAYER IS INCIDENTAL.  
 9. GRANULAR FILTER OR RIPRAP, SPEC. 3610, TO EXTEND UNDER APRON SHALL MATCH RIPRAP DEPTH. MATCH UNDER RIPRAP INCREASE RIPRAP QUANTITY ACCORDINGLY AND PLACE A 3" LAYER OF 1.5" CRUSHED ROCK UNDER THE APRON TO AID IN GRADING FOR APRON PLACEMENT. CRUSHED ROCK IS INCIDENTAL.

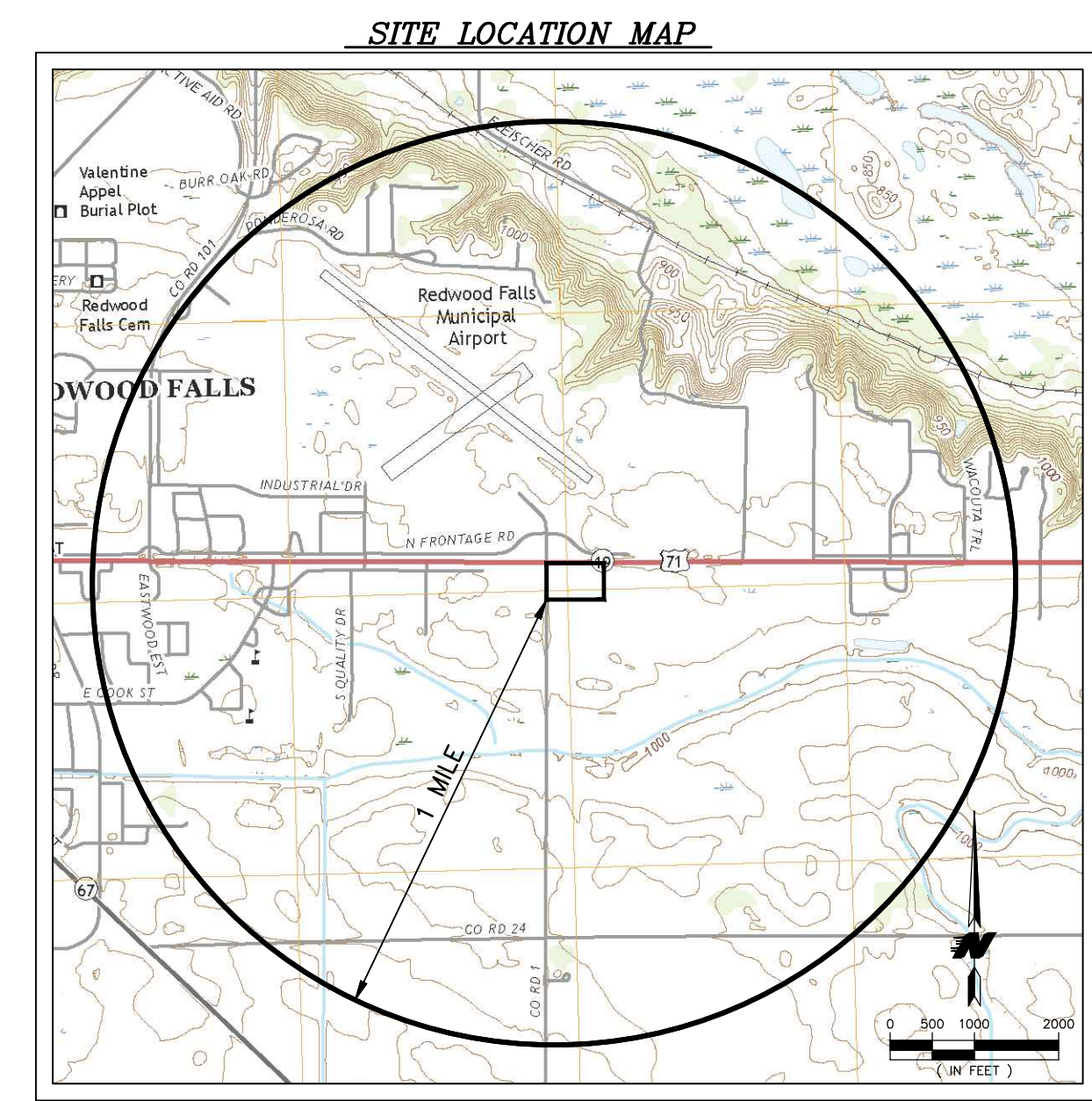
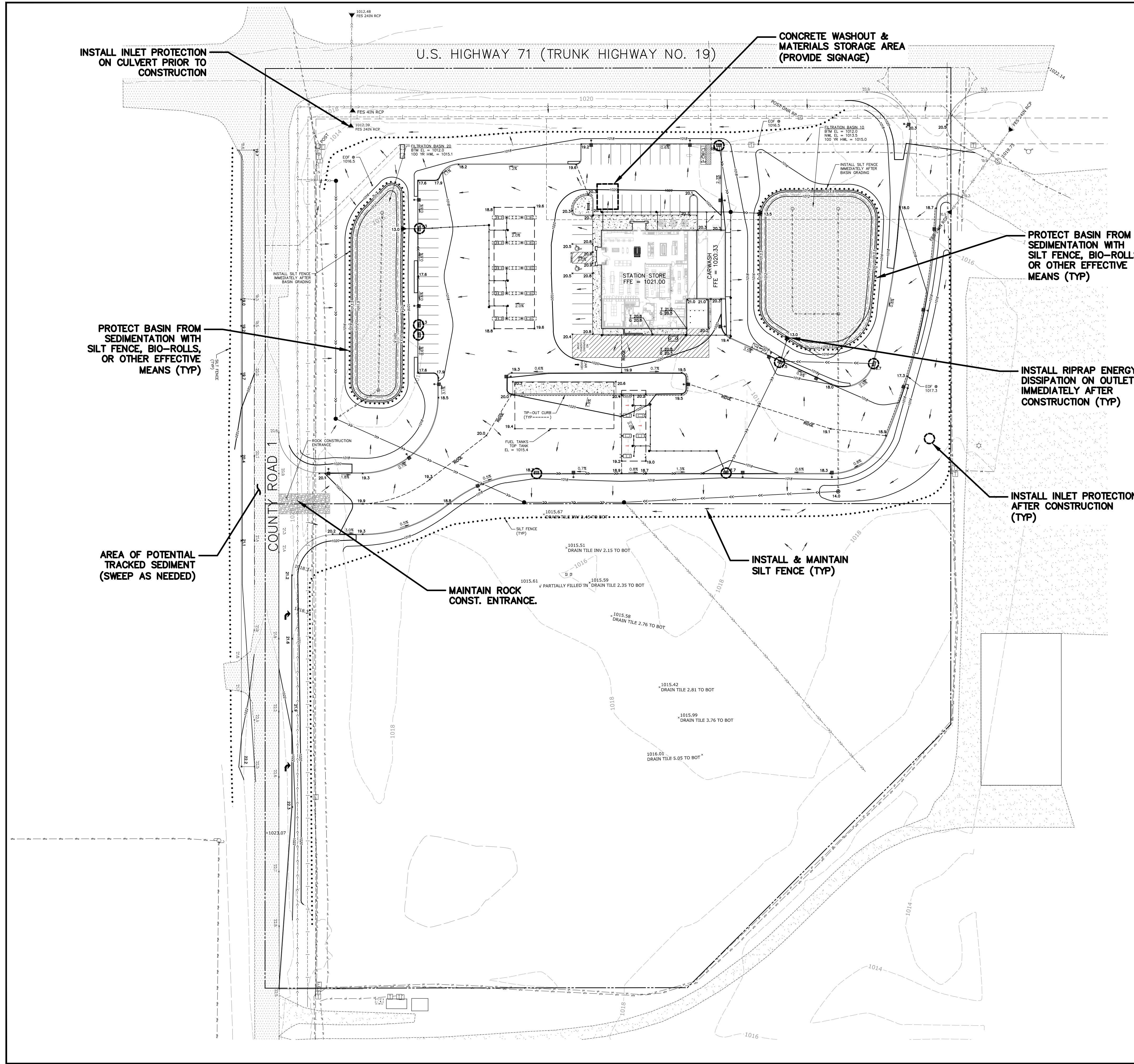
APPROVED DECEMBER 9, 2013  
 STATE OF MINNESOTA  
 DEPARTMENT OF TRANSPORTATION  
 REFERENCE 3100 3110 3115 3133 2911  
 RIPRAP AT RCP OUTLETS  
 STANDARD PLATE NO. 3133D

SITE PLAN DETAILS  
 CONVENIENCE STORE #1203  
 WITH 1-BAY CARWASH  
 & SIDE DIESEL  
 HIGHWAY 71 & COUNTY ROAD 1  
 REDWOOD FALLS, MINNESOTA

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

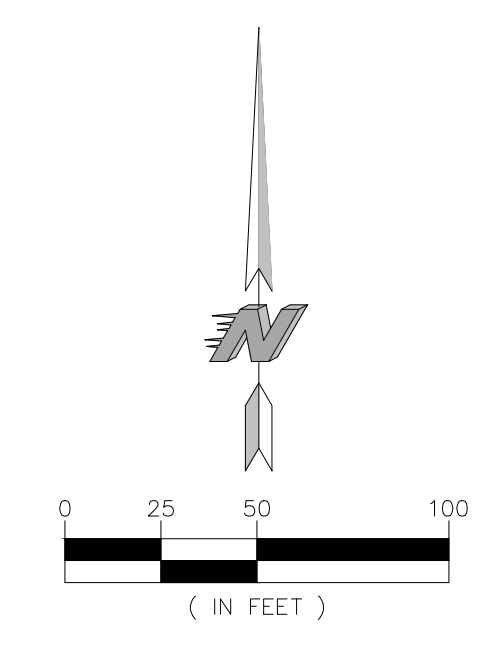
DRAWN BY: JTR  
 SCALE: GRAPHIC  
 PROJ. NO.: 9721-00  
 DATE: 2022-01-03  
 SHEET: 1203 SP6





QUANTITIES  
THE FOLLOWING TABLE PROVIDES ESTIMATED QUANTITIES FOR STORMWATER POLLUTION PREVENTION THROUGHOUT THE PROJECT.

ITEM	UNIT	ESTIMATED QUANTITY
ROCK ENTRANCE	E.A.	1
SILT FENCE/BIO-LOGS	L.F.	3,400
INLET PROTECTION	E.A.	9
EROSION CONTROL BLANKET	S.Y.	3,110
TURF ESTABLISHMENT	AC.	2.1



BENCHMARKS	
1.	TOP OF MNDOT GEODETIC MONUMENT "6404 D RESET" GSD STATION #103971 ELEVATION = 1016.002 (NAVD 88)

CALL BEFORE YOU DIG

Know what's below.  
Call before you dig.

# Kwik TRIP

# Kwik STAR

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

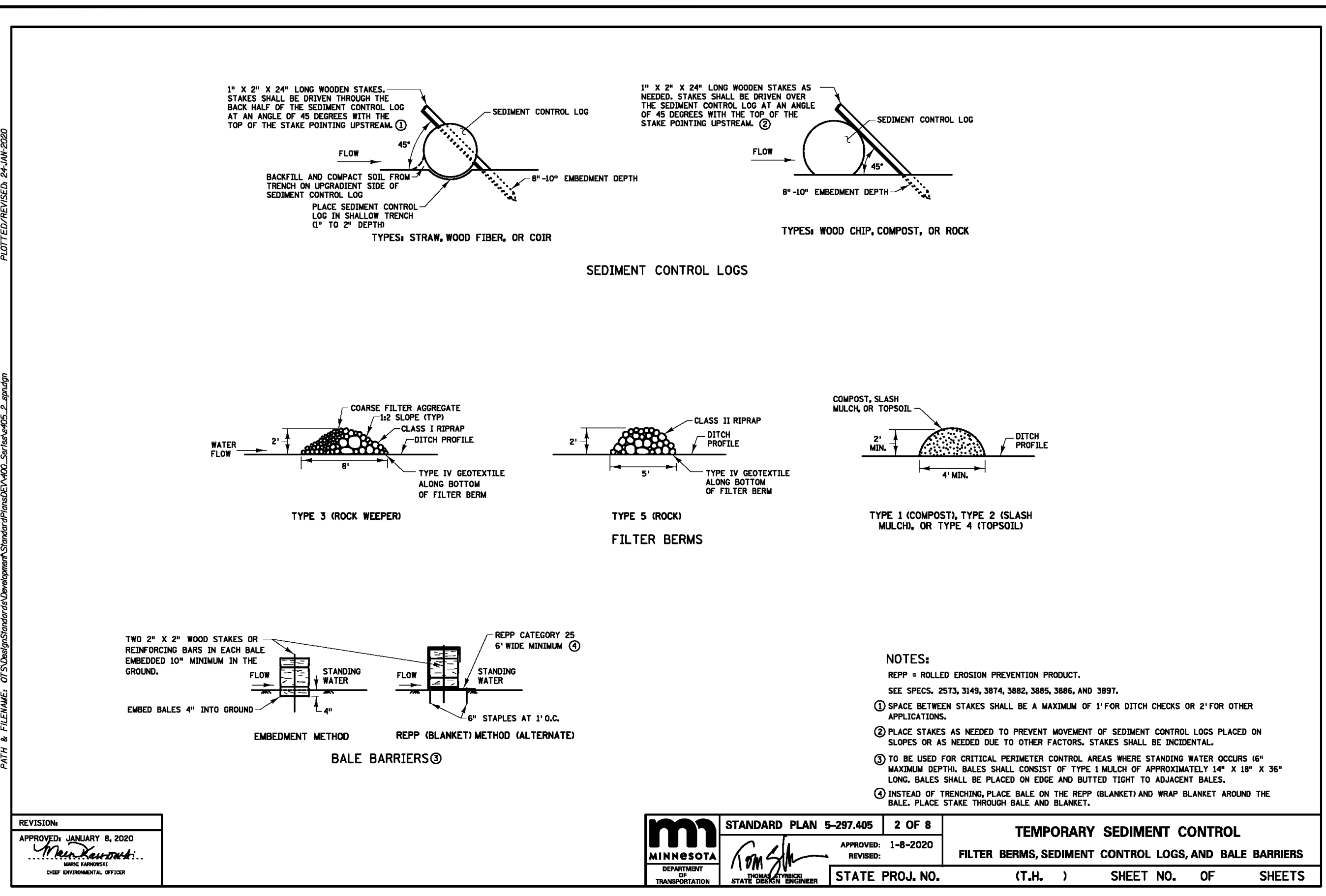
Name: Joseph T. Radach, P.E.  
Signature: *[Signature]*  
Date: 01/03/22 License #: 45889

**EROSION CONTROL PLAN**  
**CONVENIENCE STORE #1203**  
**WITH 1-BAY CARWASH**  
**& SIDE DIESEL**  
**HIGHWAY 71 & COUNTY ROAD 1**  
**REDWOOD FALLS, MINNESOTA**

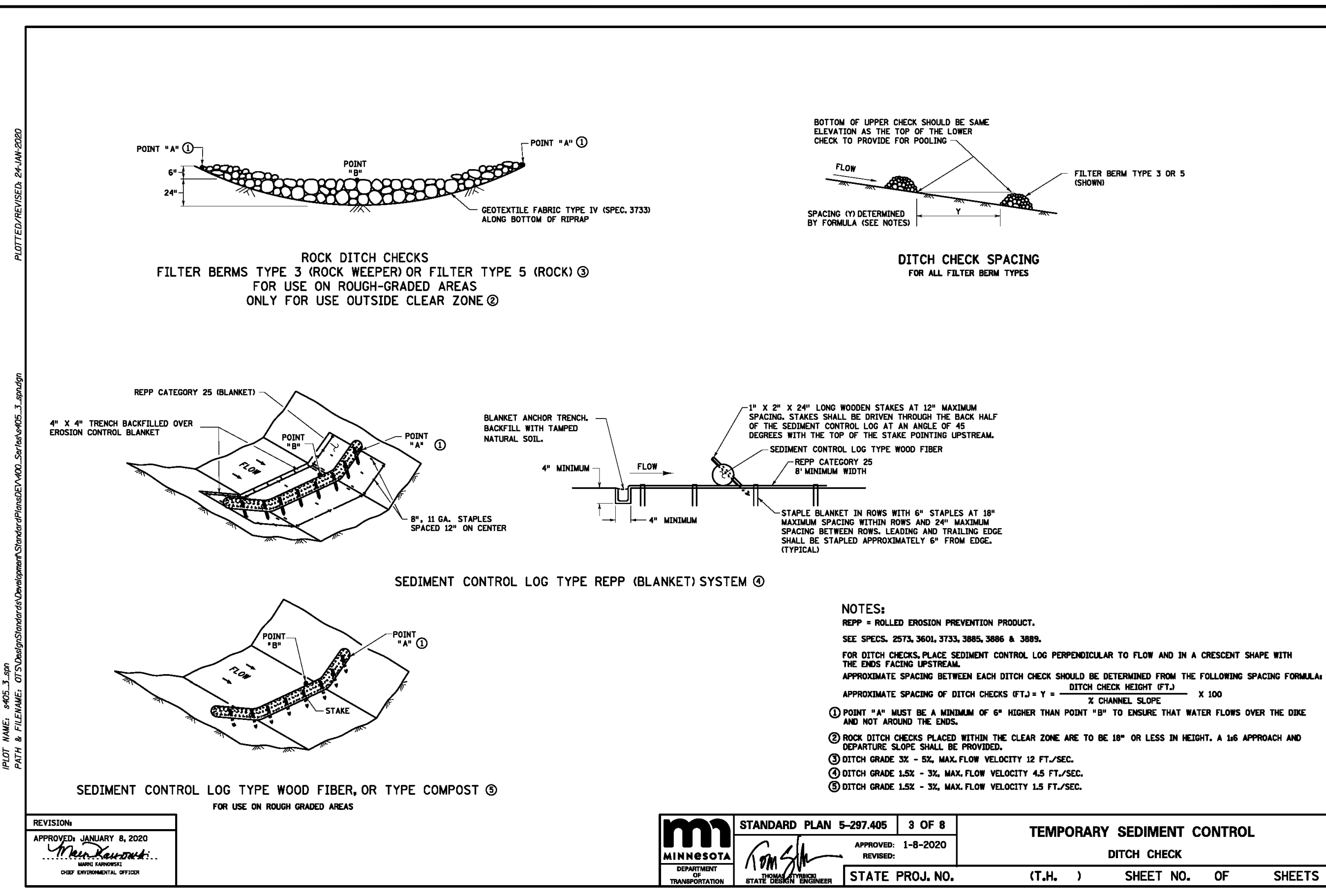
#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SWP1

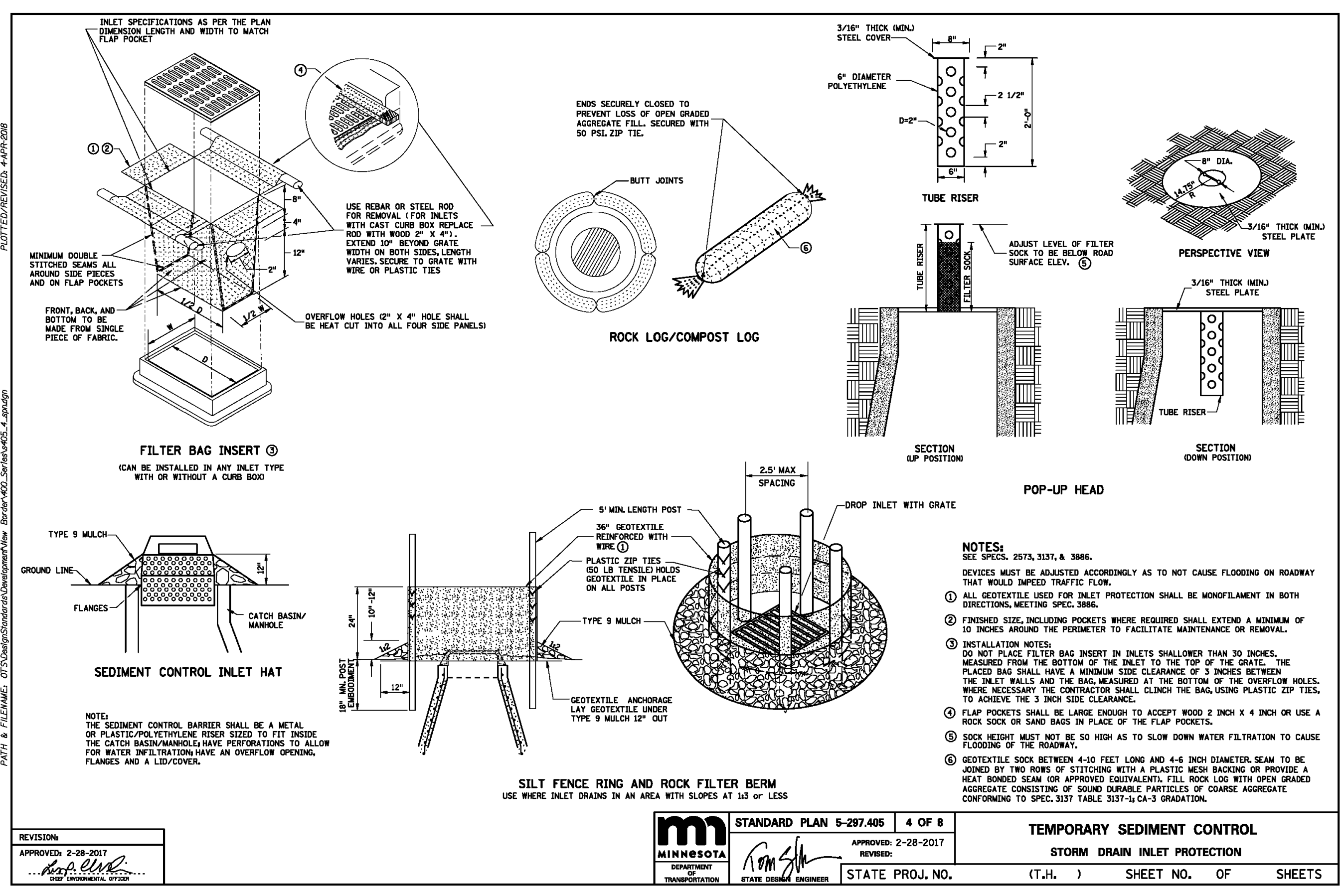




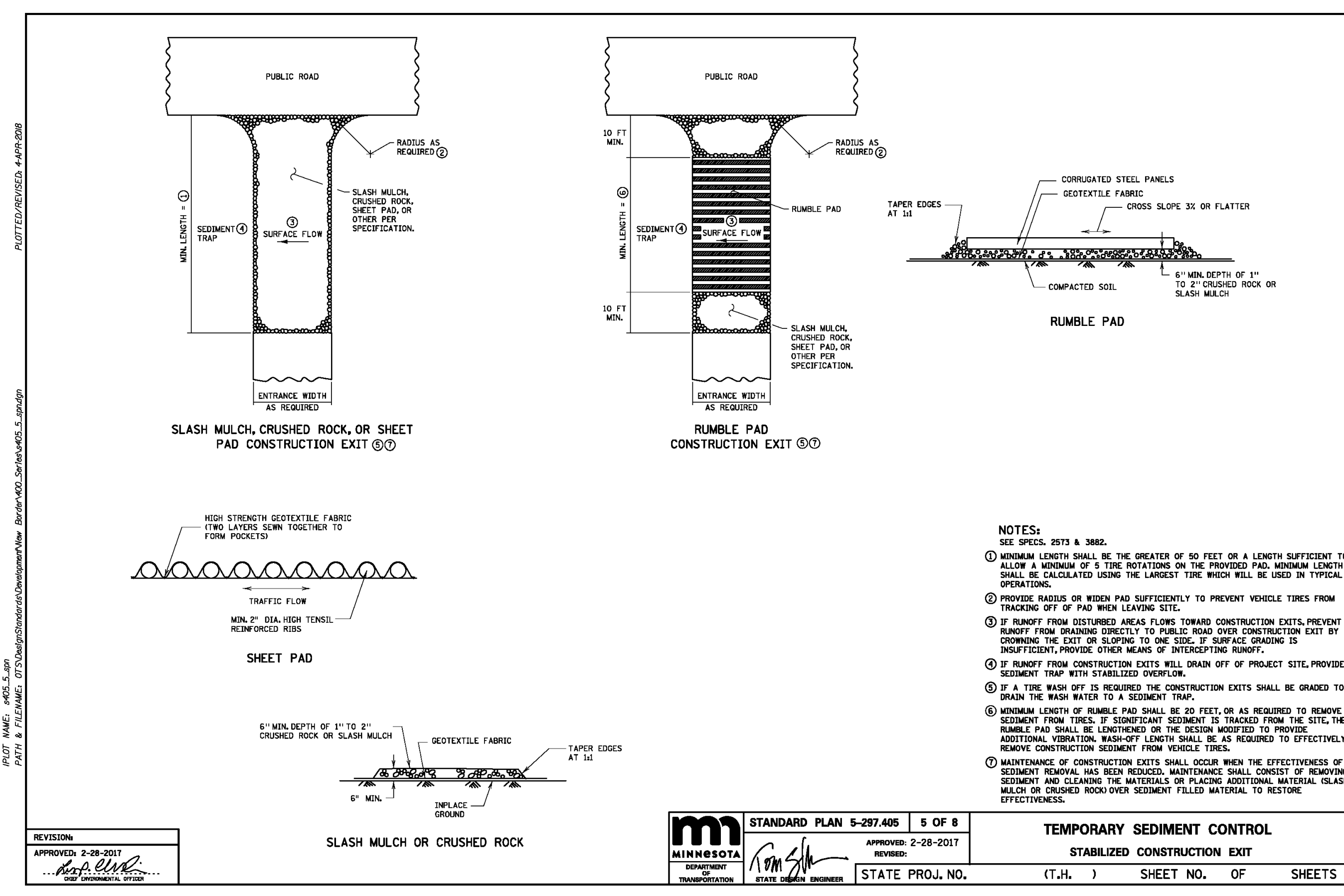
MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	2 OF 8	TEMPORARY SEDIMENT CONTROL
APPROVED: [Signature]	REVISION: 1-8-2020		FILTER BERMS, SEDIMENT CONTROL LOGS, AND BALE BARRIERS
STATE PROJ. NO.	(T.H.)	SHEET NO.	OF SHEETS



MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	3 OF 8	TEMPORARY SEDIMENT CONTROL
APPROVED: [Signature]	REVISION: 1-8-2020		DITCH CHECK
STATE PROJ. NO.	(T.H.)	SHEET NO.	OF SHEETS



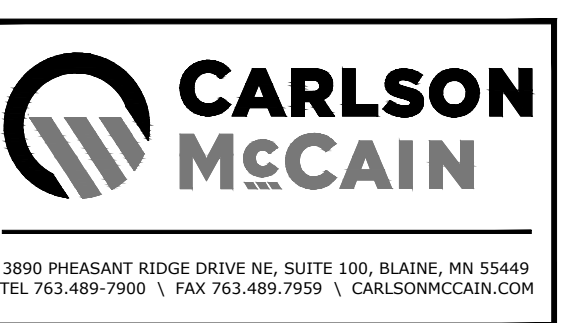
MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	4 OF 8	TEMPORARY SEDIMENT CONTROL
APPROVED: [Signature]	REVISION: 2-28-2017		STORM DRAIN INLET PROTECTION
STATE PROJ. NO.	(T.H.)	SHEET NO.	OF SHEETS



MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	5 OF 8	TEMPORARY SEDIMENT CONTROL
APPROVED: [Signature]	REVISION: 2-28-2017		STABILIZED CONSTRUCTION EXIT
STATE PROJ. NO.	(T.H.)	SHEET NO.	OF SHEETS



KWIK TRIP, Inc.  
P.O. BOX 2107  
162 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
Signature: [Signature]  
Date: 01/03/22 License #: 45889

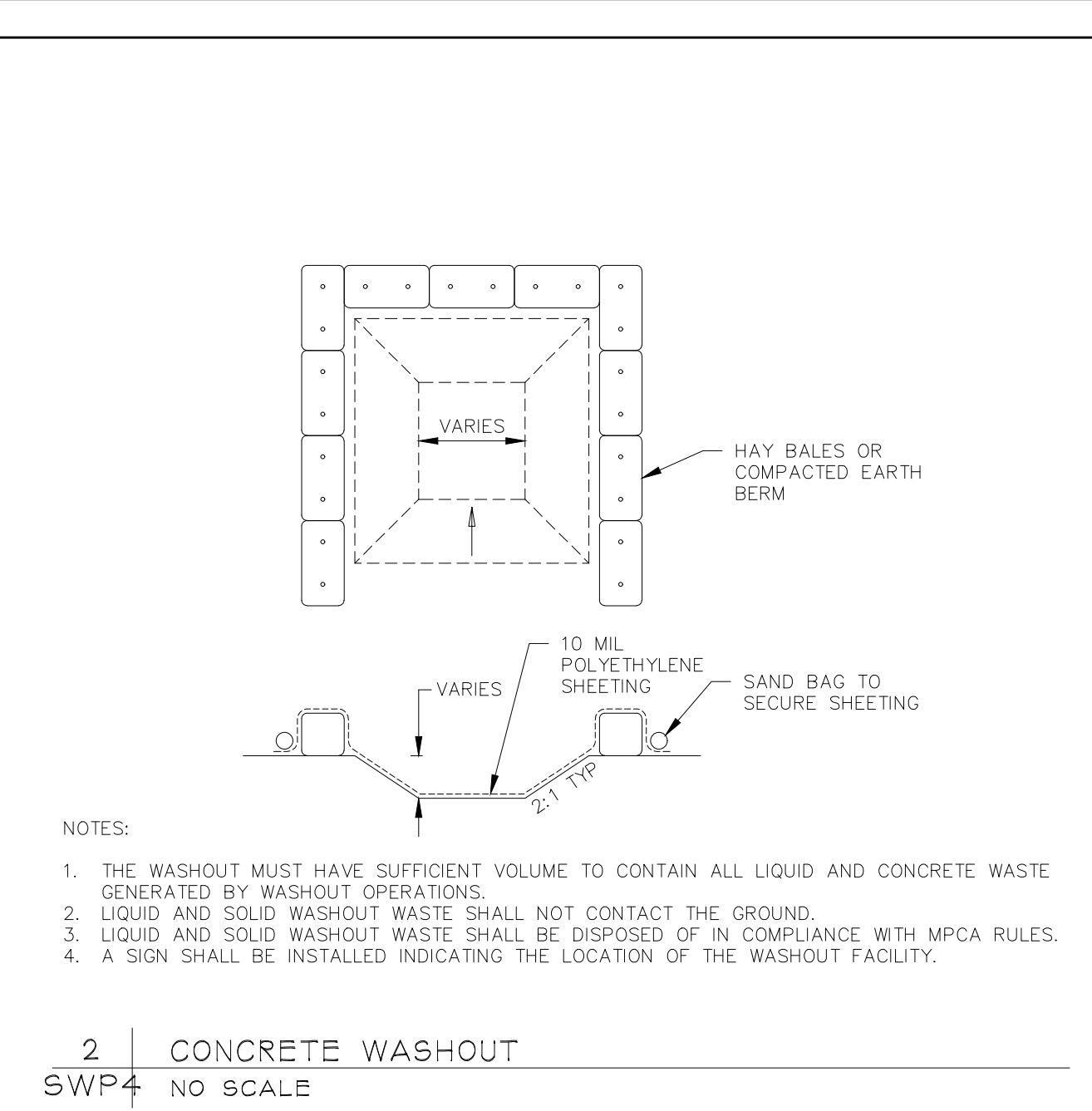
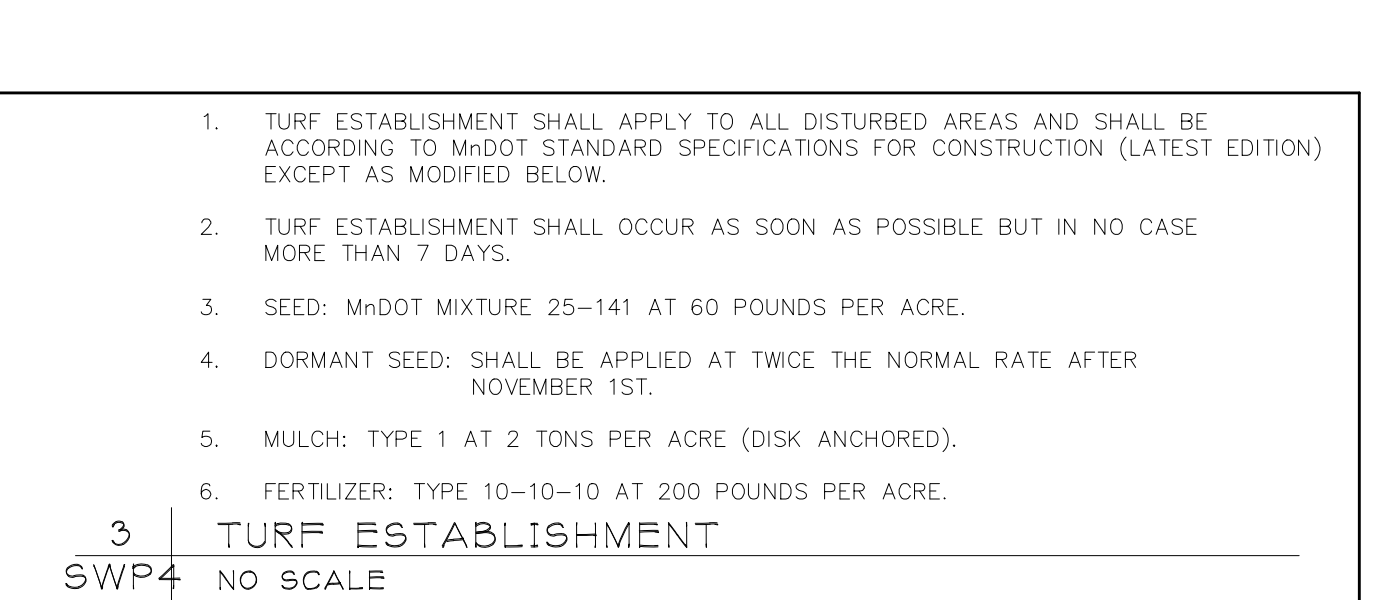
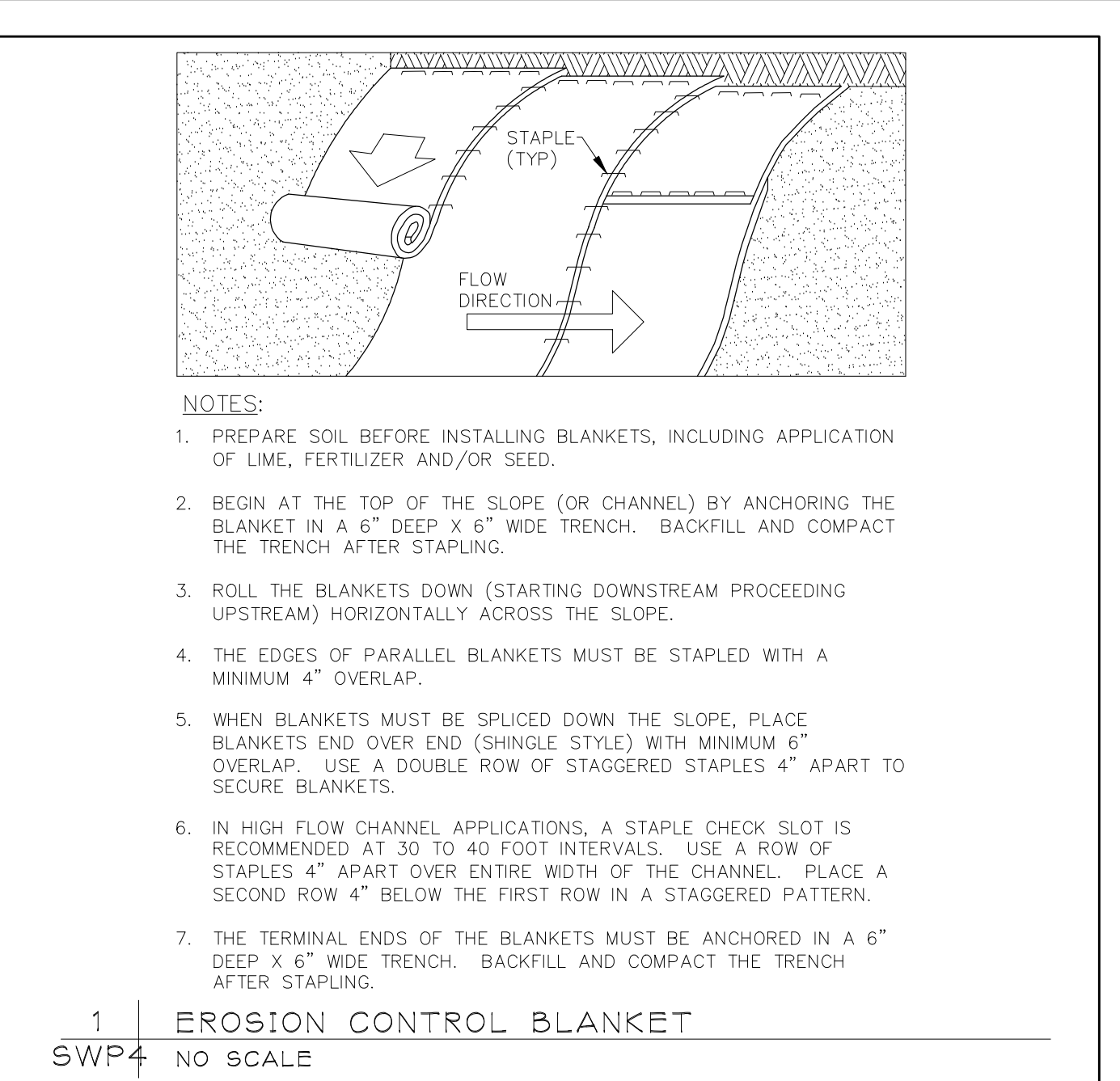
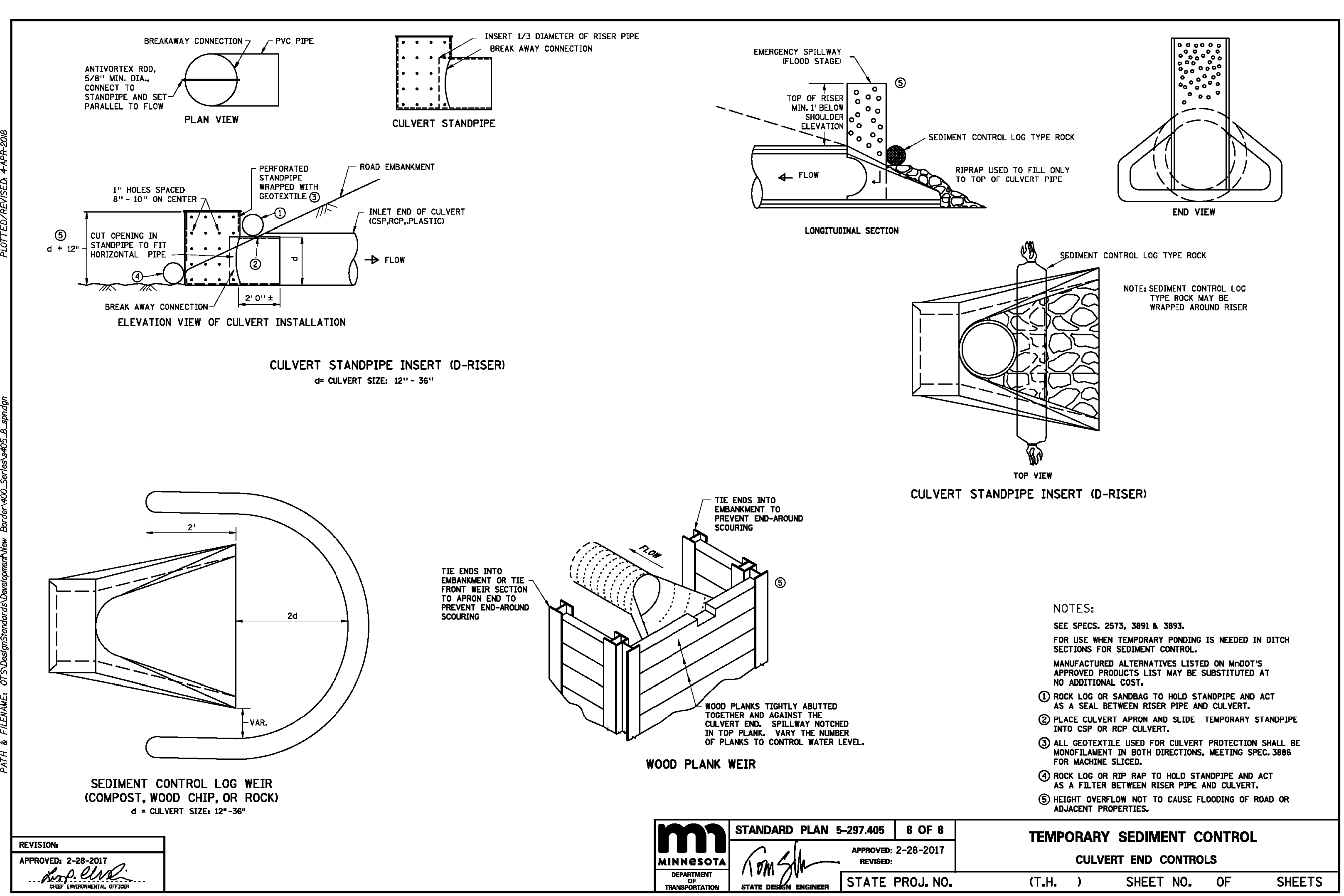
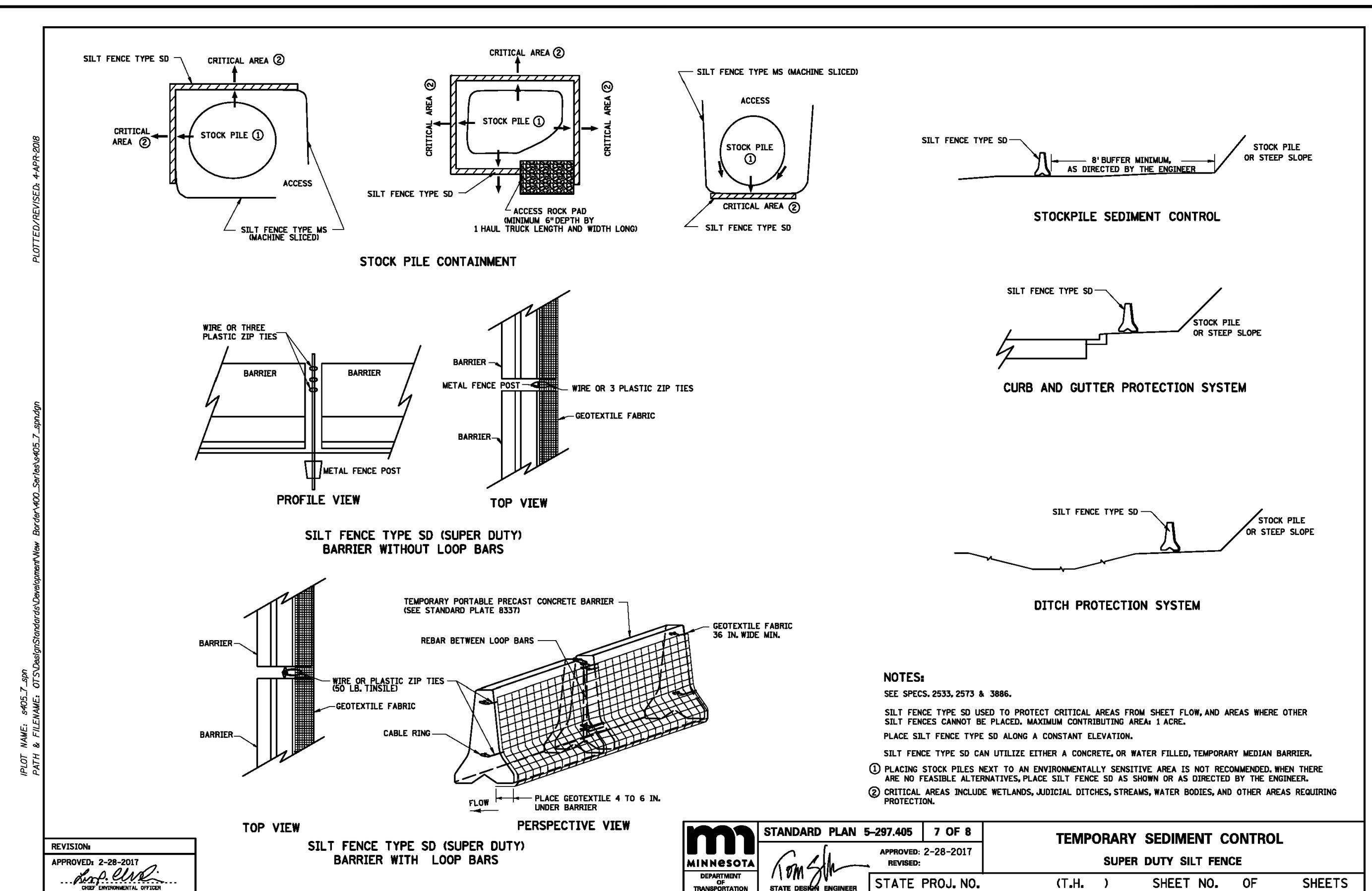
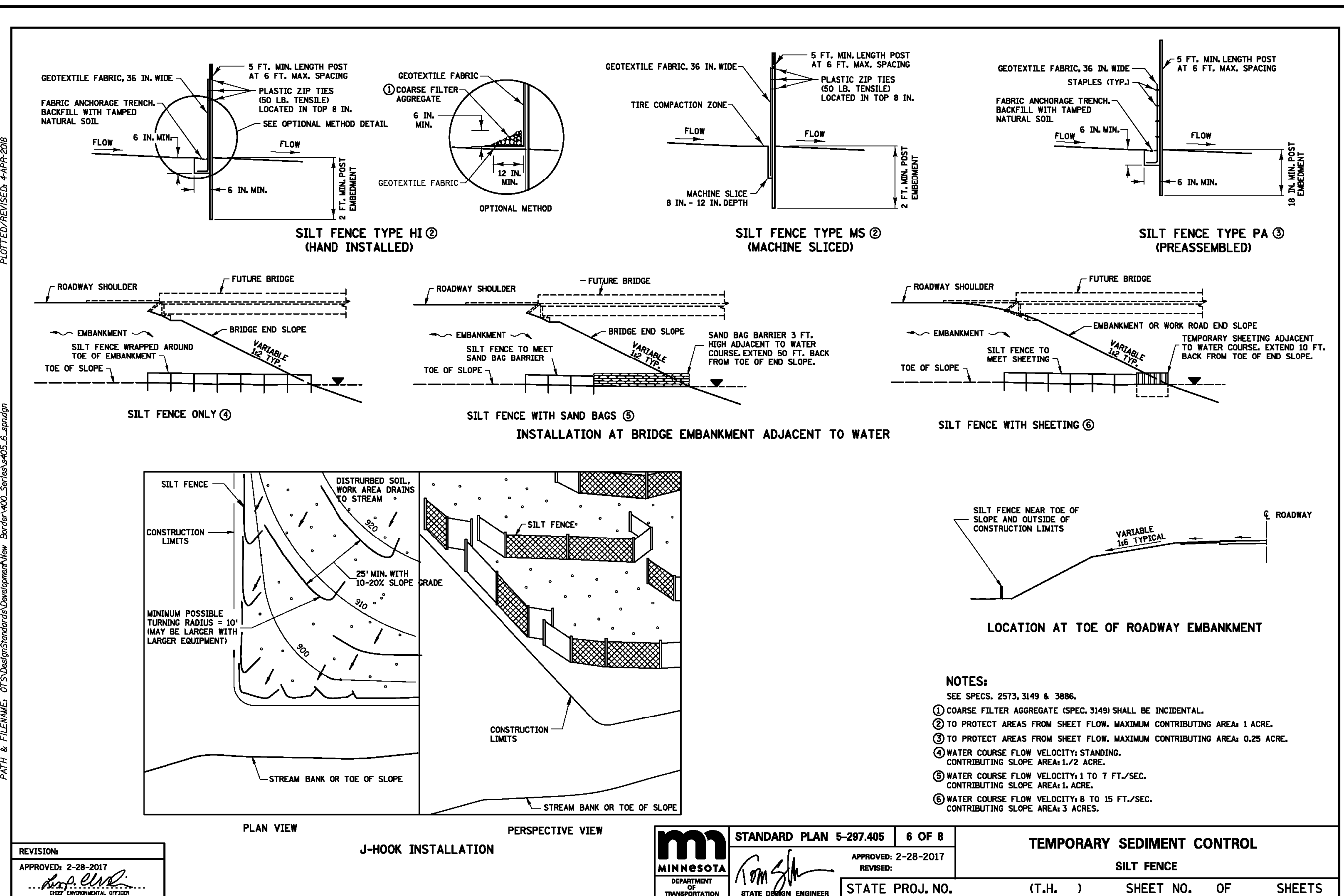
**EROSION CONTROL DETAILS**

**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**

**HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA**

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
SCALE: GRAPHIC  
PROJ. NO.: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 SWP3



**KWIK TRIP, Inc.**  
 P.O. BOX 2107  
 1626 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960



3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
 TEL 763-489-7900 \ FAX 763-489-7959 \ CARLSONMCCAIN.COM

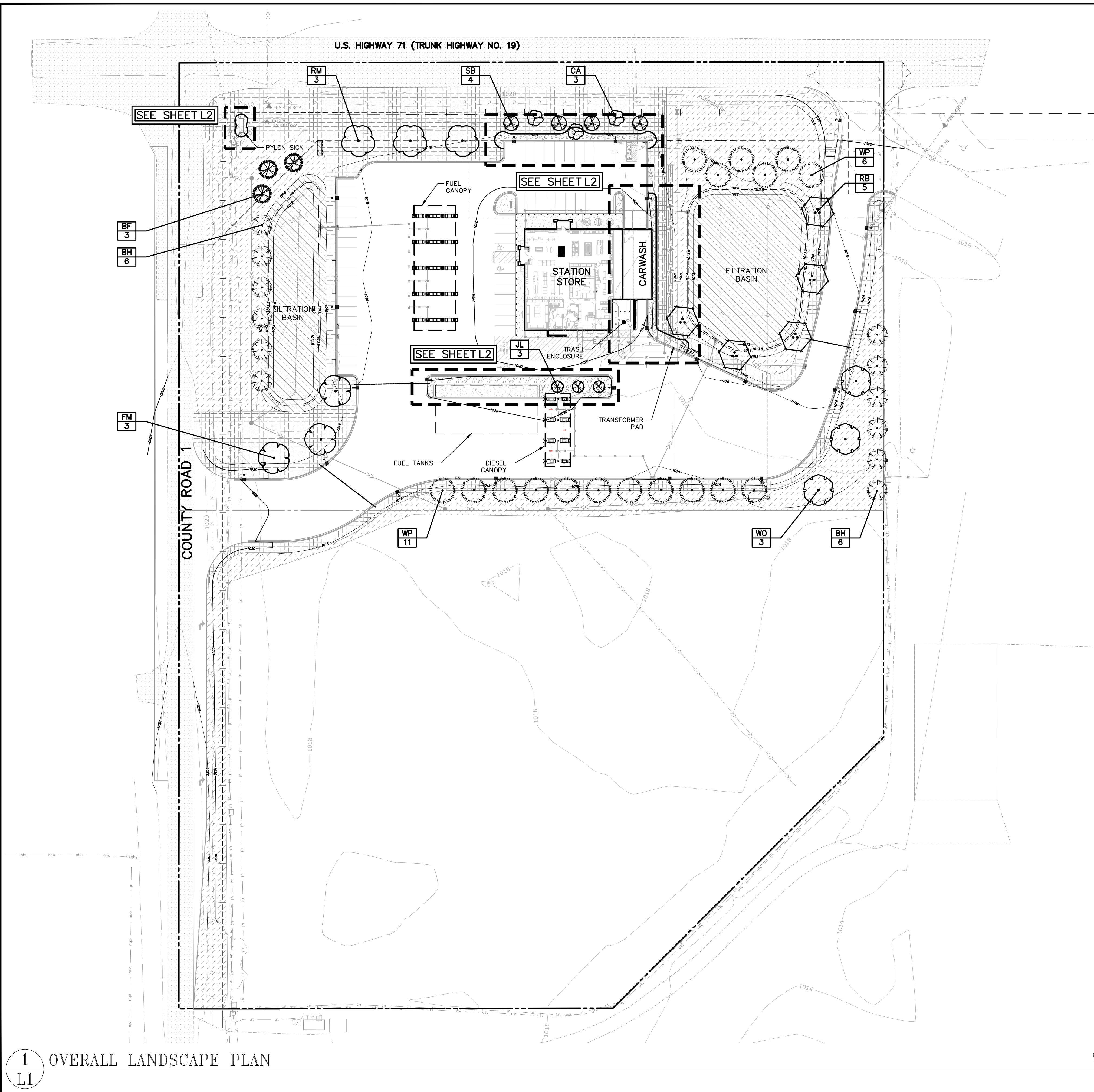
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Joseph T. Radach, P.E.  
 Signature: [Signature]  
 Date: 01/03/22 License #: 45889

**EROSION CONTROL DETAILS**  
**CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL**  
 HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: JTR  
 SCALE: GRAPHIC  
 PROJ. NO.: 9721-00  
 DATE: 2022-01-03  
 SHEET: 1203 SWP4



**CITY OF REDWOOD FALLS LANDSCAPE REQUIREMENTS**

1. **BASE PLANTINGS.** THE BASE NUMBER OF LANDSCAPE PLANTINGS REQUIRED SHALL BE DETERMINED BY THE PERCENT OF IMPERVIOUS SURFACE ON THE PROPERTY AS SHOWN BELOW BASED ON TABLE 5.2 IN SECTION 5.14(A) OF THE UDC. NO MORE THAN 1/3 OF THE TOTAL REQUIRED PLANTINGS SHALL BE SHRUBS. PERENNIALS AND ANNUALS SHALL NOT QUALIFY AS SHRUBS. A MINIMUM OF 1/3 OF THE REQUIRED PLANTINGS SHALL BE A HEARTY SPECIES AND NATIVE TO THE REGION. A MINIMUM OF 50% OF THE REQUIRED BASE PLANTINGS SHALL BE LOCATED WITHIN THE REQUIRED FRONT BUILDING SETBACK AREA. IF THE PROPERTY HAS MORE THAN ONE STREET FRONTAGE, THE PLANTINGS REQUIRED WITHIN THIS SECTION SHALL BE EVENLY DIVIDED BETWEEN THE STREET FRONTAGES.

8 **PLANTINGS PER ACRE (40-50% IMPERVIOUS) X 6.71 AC = 54 PLANTINGS REQUIRED**  
 MINIMUM TREES REQUIRED (2/3) = 36      MINIMUM SHRUBS REQUIRED (1/3) = 18  
 MINIMUM TREES PROVIDED (2/3) = 56      MINIMUM SHRUBS PROVIDED (1/3) = 131

**LANDSCAPE PLAN NOTES**

- EXISTING CONDITIONS.** CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
- UTILITY LOCATES.** CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING IRRIGATION LINES, AT LEAST 48 HOURS BEFORE EXCAVATING OR IN ACCORDANCE WITH STATE LAW. IN MINNESOTA, CALL Gopher State One-Call AT 651-454-0002 FOR FIELD LOCATION OF PUBLIC UNDERGROUND UTILITY LINES. ALL LOCATES AND ITEMS NOTED AS 'FIELD VERIFY' ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR AT THEIR EXPENSE.
- PERMITS.** CONTRACTOR SHALL VERIFY WITH THE OWNER/LANDSCAPE ARCHITECT THAT THE REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
- EXISTING ITEMS TO REMAIN.** CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PAVEMENT, STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE (AT CONTRACTOR'S EXPENSE) TO EXISTING ITEMS TO REMAIN.
- CONSTRUCTION STAGING AND ACCESS.** CONTRACTOR SHALL VERIFY THE LOCATION FOR CONSTRUCTION STAGING AND SITE ACCESS WITH THE OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PEDESTRIAN AND VEHICLE ACCESS WITHIN AND ADJACENT TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE PERMITTED. ALL WASTE AND/OR UNUSED MATERIAL SHALL BE PROMPTLY REMOVED FROM THE SITE.
- SITE REMOVALS.** REFER TO CIVIL PLANS FOR GENERAL SITE REMOVALS. ALL ITEMS NOTED TO BE REMOVED SHALL BE COMPLETED BY THE CONTRACTOR AND IMMEDIATELY DISPOSED OF OFF-SITE, IN ACCORDANCE WITH LOCAL REGULATIONS, UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER/LANDSCAPE ARCHITECT FOR ANY ITEMS NOTED AS 'REMOVED BY OTHERS' OR 'REMOVE AND SALVAGE.'
- UTILITY COORDINATION.** REFER TO CIVIL PLAN SHEETS FOR INFORMATION RELATED TO PROPOSED UTILITIES. COORDINATE WITH ELECTRICAL CONTRACTORS FOR SITE ELECTRICAL WORK AND SITE LIGHTING.
- CONSTRUCTION STAKING.** UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING CONTROL POINTS AND ALL CONSTRUCTION FIELD STAKING DURING THE COURSE OF THE PROJECT.
- DIMENSIONS.** DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT/WALKWAY, OR OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- PLAN QUANTITIES.** CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.
- REFERENCE SPECIFICATIONS.** THE FOLLOWING SPECIFICATIONS SHALL GOVERN THIS PROJECT ACCORDING TO THE FOLLOWING ORDER:  
 1. ADDENDA, WITH THOSE OF A LATER DATE HAVING PRECEDENCE OVER THOSE OF AN EARLIER DATE.  
 2. LANDSCAPE SPECIFICATIONS.  
 3. PLAN DRAWINGS.  
 4. PLANT / MATERIAL SCHEDULES.  
 5. CITY STANDARD SPECIFICATIONS AND DETAILS.  
 6. MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.

1 OVERALL LANDSCAPE PLAN  
L1



KWIK TRIP, Inc.  
 P.O. BOX 2107  
 1626 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960



3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
 TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

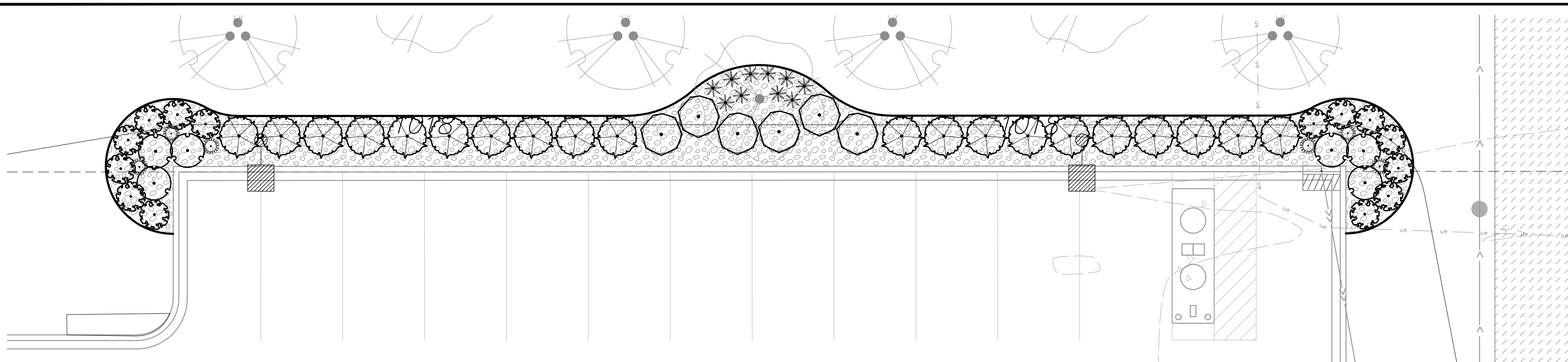
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.  
 Name: Ryan J. Ruttger, RLA  
 Signature: [Signature]  
 Date: 01/03/22 License #: 56346

LANDSCAPE PLAN  
 CONVENIENCE STORE #1203  
 WITH 1-BAY CARWASH  
 & SIDE DIESEL  
 HIGHWAY 71 & COUNTY ROAD 1  
 REDWOOD FALLS, MINNESOTA

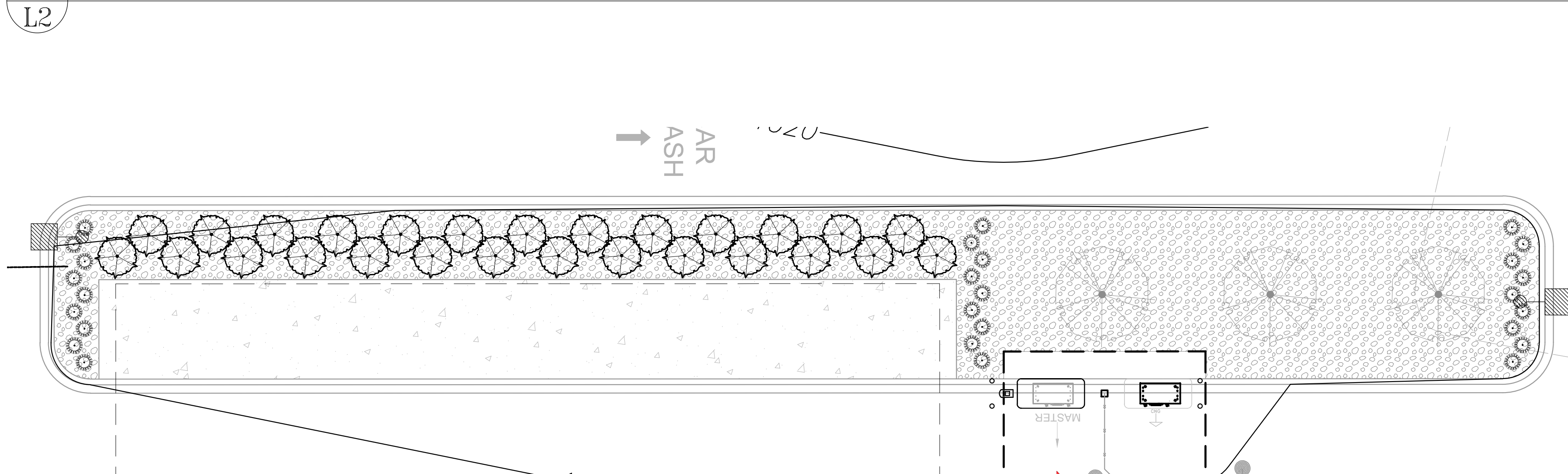
#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: RJR  
 SCALE: GRAPHIC  
 PROJ. NO.: 9721-00  
 DATE: 2022-01-03  
 SHEET: 1203 L1

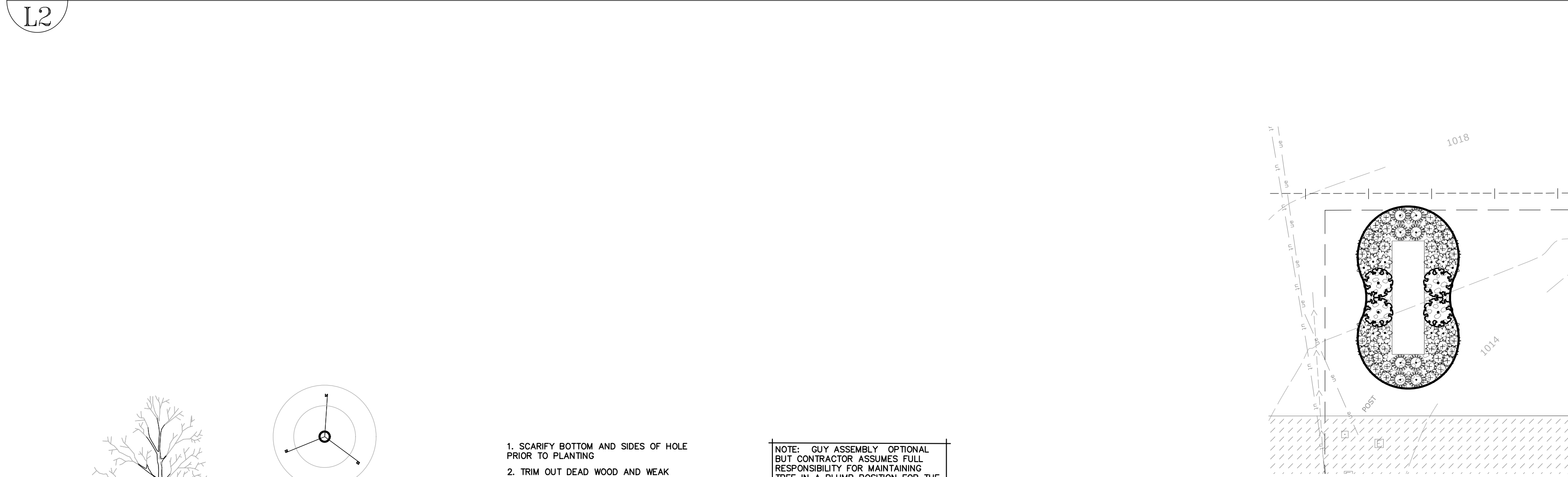




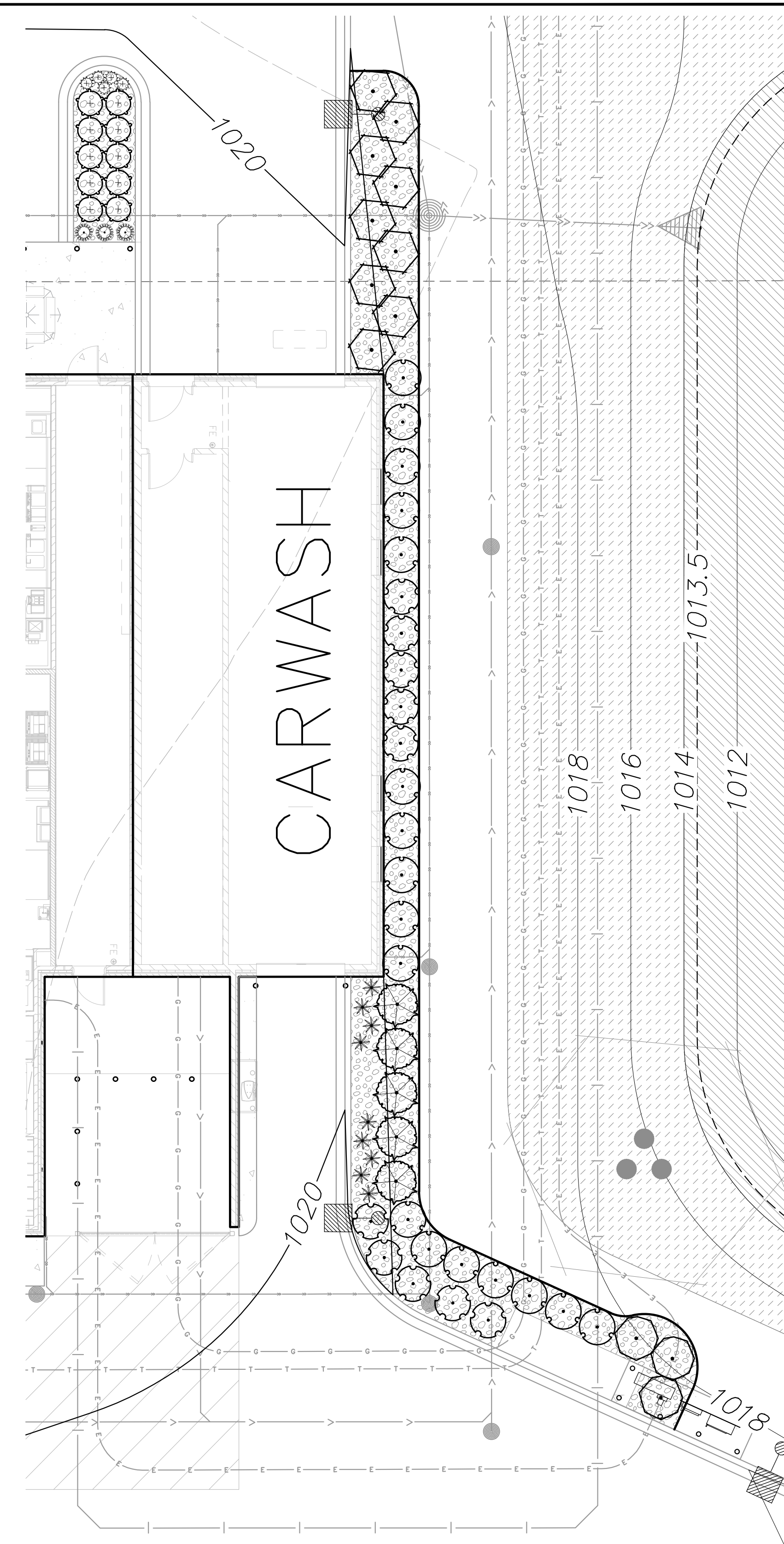
1 LANDSCAPE PLAN ENLARGEMENT



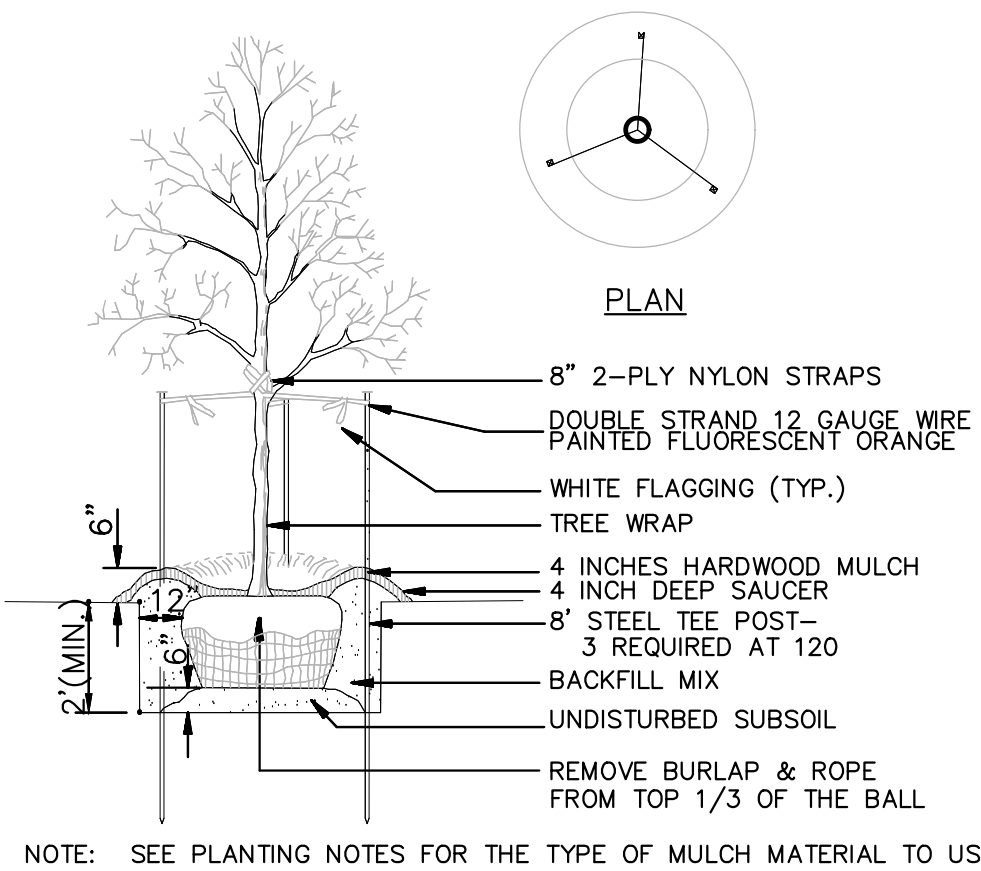
2 LANDSCAPE PLAN ENLARGEMENT



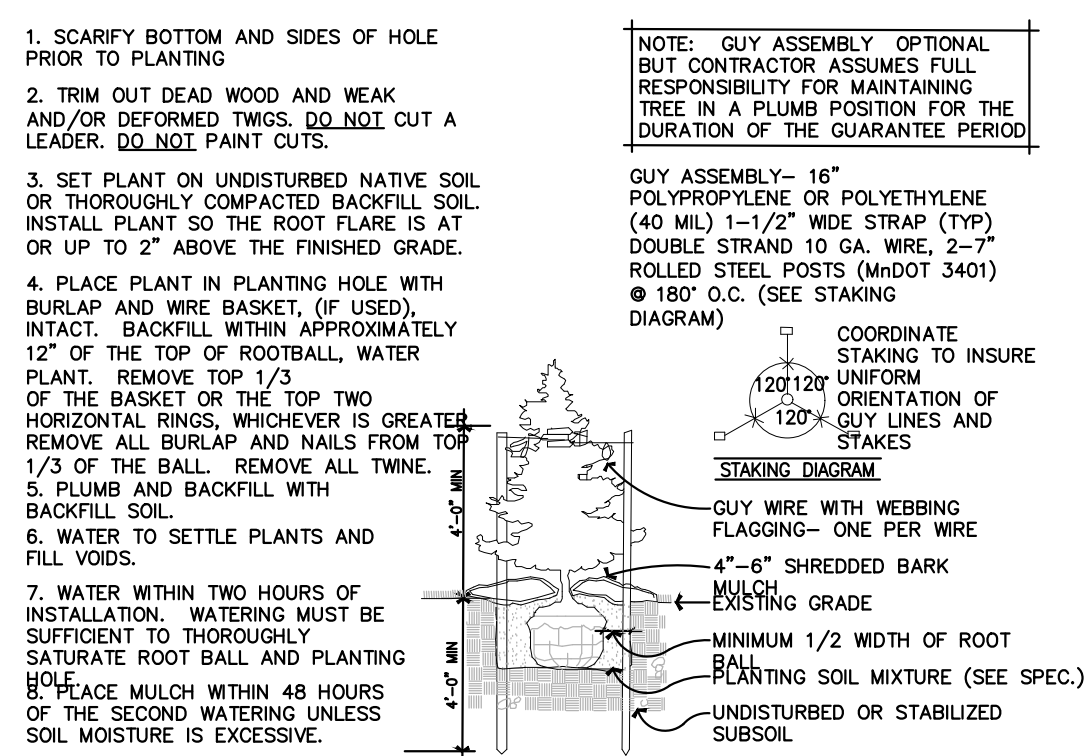
3 MONUMENT SIGN



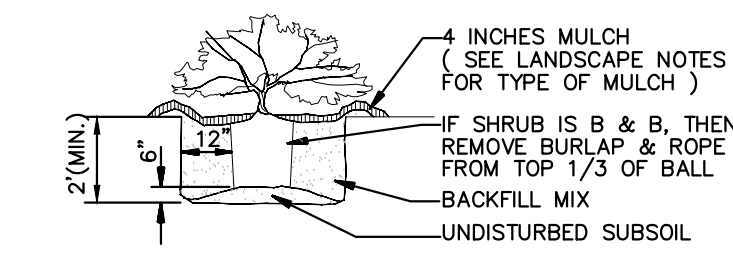
4 LANDSCAPE PLAN ENLARGEMENT



A DECIDUOUS TREE PLANTING DETAIL NOT TO SCALE



B CONIFEROUS TREE PLANTING DETAIL NOT TO SCALE



C SHRUB & CONTAINER PLANTING DETAIL NOT TO SCALE

**KWIK TRIP**

**KWIK STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

**CARLSON McCAIN**

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Name: Ryan J. Ruttger, RLA  
Signature: [Signature]  
Date: 01/03/22 License #: 56346

**LANDSCAPE PLAN**  
**CONVENIENCE STORE #1203**  
**WITH 1-BAY CARWASH**  
**& SIDE DIESEL**  
HIGHWAY 71 & COUNTY ROAD 1  
REDWOOD FALLS, MINNESOTA

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS
DRAWN BY	RJR	
SCALE	GRAPHIC	
PROJ. NO.	9721-00	
DATE	2022-01-03	
SHEET	1203 L2	

**LANDSCAPE SPECIFICATIONS**

- TREE PROTECTION.** ALL TREES NOT SPECIFICALLY NOTED OR MARKED ON SITE FOR REMOVAL SHALL REMAIN PROTECTED AND UNDISTURBED DURING CONSTRUCTION. TREE PROTECTION SHALL EXTEND TO THE DRIP LINE, WITHIN WHICH NO CONSTRUCTION ACTIVITY, MATERIAL STORAGE, OR VEHICLE PARKING SHALL BE PERMITTED. TREE PROTECTION FENCING SHALL BE ERECTED PRIOR TO CONSTRUCTION START PER PLANS OR AS DIRECTED BY OWNER/LANDSCAPE ARCHITECT AND SHALL CONSIST OF 4" TALL HEAVY DUTY ORANGE CONSTRUCTION FENCING WITH 6" STEEL FENCE POSTS SPACED 6' O.C. MAX.
- EROSION CONTROL.** REFER TO CIVIL PLAN SHEETS FOR STORMWATER POLLUTION PREVENTION PLAN (SWPPP), AND TEMPORARY AND PERMANENT STORMWATER BMPs, INCLUDING SILT FENCE, BIO-ROLLS, INLET PROTECTION, EROSION CONTROL BLANKETING, DUST CONTROL, SWEEPING AND ROCK CONSTRUCTION ENTRANCE. ALL DISTURBED AREAS SHALL RECEIVE PERMANENT STABILIZATION IN ACCORDANCE WITH THE LANDSCAPE PLAN WITHIN 7 DAYS AFTER CONSTRUCTION ACTIVITY IN THE DISTURBED AREA HAS CEASED. IN THE EVENT PERMANENT STABILIZATION CANNOT BE IMPLEMENTED WITHIN 7 DAYS, TEMPORARY STABILIZATION BMPs MUST BE IMPLEMENTED WITHIN 7 DAYS USING.
- CLEARING AND GRUBBING.** CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING ALL AREAS INDICATED AS BEING DISTURBED OR OTHERWISE SHOWN ON PLANS. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL AND DISPOSAL OF ALL TREES, STUMPS, BRUSH, GRASS, ROOTS AND OTHER ORGANIC MATERIAL AT AN APPROVED OFF-SITE DISPOSAL LOCATION.
- SOIL PREPARATION.** REFER TO GEOTECHNICAL REPORT FOR ANY REQUIRED SOIL CORRECTIONS, AMENDMENTS OR ADDITIONAL INFORMATION (IF APPLICABLE). EXISTING TOPSOIL SHALL BE STRIPPED FROM ALL DISTURBED AREAS AND STOCKPILED IN AN APPROVED LOCATION FOR RE-SPREAD. ALL AREAS WHERE SOIL HAS BEEN COMPACTED BY CONSTRUCTION ACTIVITY AND THAT ARE INDICATED TO BE SODDED, SEEDED OR PLANTING BED SHALL BE DE-COMPACTED TO A MINIMUM DEPTH OF 12 INCHES BY SOIL RIPPING, TILLING OR OTHER APPROVED SOIL LOOSENING METHOD.
- TOPSOIL MATERIAL.** ALL EXISTING, AMENDED OR IMPORTED TOPSOIL SHALL MEET THE REQUIREMENTS OF MNDOT TOPSOIL TYPE A. A MINIMUM 4 INCH DEPTH OF TOPSOIL SHALL BE PLACED ON ALL AREAS TO BE SODDED OR SEEDED. A MINIMUM 12 INCH DEPTH OF TOPSOIL SHALL BE PLACED WITHIN ALL PLANTING BED AREAS. ALL TOPSOIL SHALL BE FINE GRADED, RAKED AND DRAGGED TO PROVIDE A SMOOTH, UNIFORM SURFACE. TOPSOIL GRADES SHALL BE WITHIN .1 FEET OF INDICATED FINISHED GRADE AND SHALL BE TRUE TO GRADIENTS SHOWN ON PLANS. REFER TO CIVIL PLAN SHEETS FOR FILTRATION BASIN SOIL REQUIREMENTS.
- SEEDING AND TURF ESTABLISHMENT.** CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SEEDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SEEDING. SEEDS SHALL BE SOWN IN 2 PERPENDICULAR PASSES, EACH PASS AT ONE-HALF THE INDICATED RATE, VIA BROADCAST SPREADER, DROP SEEDER OR DRILL SEEDER. FOLLOWING SEED APPLICATION, INSTALL TYPE 3M EROSION CONTROL BLANKET ON ALL SLOPES GREATER THAN 4:1. IN ALL OTHER AREAS, APPLY HYDROMULCH COVER (MUST BE A SEPARATE OPERATION FROM SEEDING) AT A TARGETED DRY WEIGHT RATE OF 3500 LBS PER ACRE. SOIL SHALL BE KEPT MOIST DURING ESTABLISHMENT WITH ADDITIONAL RE-SEEDING AS NECESSARY TO ACHIEVE A HEALTHY, UNIFORM STAND OF GRASS, FREE OF WEEDS AND WITH COVERAGE EXCEEDING 75% IN ANY 10'x10' AREA PRIOR TO FINAL ACCEPTANCE.
- SODDING.** CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SODDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SODDING AND ROLL TOPSOIL TO CREATE A UNIFORM SURFACE FOR LAYING SOD. SOD SHALL NOT BE CUT MORE THAN 24-HOURS IN ADVANCE OF INSTALLATION. CONTRACTOR SHALL KEEP SOD MOIST FOR A MINIMUM OF 30 DAYS AND SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD UNTIL FINAL ACCEPTANCE.
- PLANT MATERIAL.** ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS. OWNER/LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION. NO SUBSTITUTION OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- PLANT MATERIAL SUBSTITUTIONS.** ALL REQUESTS FOR PLANT SUBSTITUTIONS SHALL BE MADE IN WRITING TO THE OWNER/LANDSCAPE ARCHITECT AND MUST BE APPROVED BY THE CITY.
- PLANT INSTALLATION AND ESTABLISHMENT.** REFER TO STANDARD PLANTING DETAILS. CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER/LANDSCAPE ARCHITECT PRIOR TO PLANTING. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE.

- MULCH MATERIAL.** DOUBLE SHREDDED HARDWOOD MULCH OR ROCK MULCH AS INDICATED ON PLANS. ALL MULCH SHALL BE CLEAN AND FREE OF NOXIOUS WEEDS, SOIL, OR OTHER DELETERIOUS MATERIAL, AND SHALL BE INSTALLED OVER A NON-WOVEN GEOTEXTILE FABRIC (INCIDENTAL) OR OTHER APPROVED WEED BARRIER TO A MINIMUM SETTLED DEPTH OF 4". MULCH SHALL BE HELD BACK FROM PLANT STEMS/TRUNKS A MINIMUM OF 3". WOOD MULCH SHALL BE PLACED AROUND INDIVIDUAL TREES TO A 4" MINIMUM DIAMETER. MULCH SHALL BE INSTALLED WITHIN 48-HOURS OF PLANT INSTALLATION.
- LANDSCAPE EDGING.** INSTALL LANDSCAPE EDGING BETWEEN ALL MULCH AREAS AND TURF EDGING SHALL BE COMMERCIAL GRADE BLACK POLYETHYLENE OR VINYL EDGING, 0.1 INCH THICK BY 6 INCHES DEEP, V-LIPPED BOTTOM, HORIZONTALLY GROOVED, 1-INCH ROUND TOP, EXTRUDED IN STANDARD LENGTHS, WITH 9-INCH STEEL ANGLE STAKES.
- IRRIGATION.** DESIGN, FURNISH AND INSTALL A COMPLETE UNDERGROUND IRRIGATION SYSTEM FROM APPROVED POINT(S)-OF-CONNECTION WITHIN THE SITE COVERING ALL TURF AND PLANTING AREAS AS SHOWN ON THE LANDSCAPE PLAN. INCLUDES FLOW/PRESSURE TESTING, PLANS WITH DESIGN CALCULATIONS, AS-BUILT DRAWINGS, LABOR, MATERIALS, EQUIPMENT, AND SERVICES FOR THE TESTING, ADJUSTING, RETESTING AND READJUSTING AS REQUIRED TO PLACE THE SYSTEM IN AN APPROVED OPERATING CONDITION. THE IRRIGATION SYSTEM SHALL INCLUDE THE DESIGN AND INSTALLATION OF THE FOLLOWING: PIPING, METER AND BACKFLOW ASSEMBLIES, SPRINKLER HEADS, CABINETS, VALVES AND VALVE BOXES, CONTROLLERS, CONTROL WIRING, FITTINGS, ELECTRICAL CONNECTIONS, QUICK-COUPERS, ALL OTHER NECESSARY ACCESSORIES, SYSTEM MANUALS, 1-YEAR MAINTENANCE PERIOD INCLUDING 1 FALL WINTERIZATION AND 1 SPRING START-UP. IRRIGATION PLANS TO BE PREPARED BY A QUALIFIED IRRIGATION DESIGNER AND SUBMITTED TO OWNER/LANDSCAPE ARCHITECT FOR APPROVAL.
- MAINTENANCE.** MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE. INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE MOWING, TRIMMING, WATERING, FERTILIZING, WEED AND PESTICIDE CONTROL, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL RETAIN RESPONSIBILITY FOR ALL PLANT MATERIAL THROUGH THE COMPLETION OF THE WARRANTY PERIOD.
- WATERING.** UPON ESTABLISHMENT OF SEED AND INSTALLATION OF PLANTS, CONTRACTOR SHALL MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS AND TURF AREAS A MINIMUM OF ONCE A WEEK. MORE FREQUENT WATERING MAY BE REQUIRED DURING PERIODS OF HOT, DRY WEATHER. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER. IN THE ABSENCE OF PERMANENT IRRIGATION, TEMPORARY IRRIGATION, TREE WATERING BAGS, OR HAND-WATERING ARE ACCEPTABLE.
- NATIVE PLANT ESTABLISHMENT.** THIS PROJECT INCLUDES ONE OR MORE NATIVE PLANT SEED MIXES CONSISTING OF A VARIETY OF GRASSES, SEDGES AND FLOWERING FORBS. BECAUSE THESE PLANTS TYPICALLY HAVE A LONGER GERMINATION PERIOD, A COVER CROP SPECIES IS REQUIRED TO PROVIDE TEMPORARY COVER AND STABILIZATION. MAINTENANCE OF THESE SEEDED AREAS IS CRITICAL DURING THE FIRST SEVERAL YEARS TO ESTABLISH A SUCCESSFUL NATIVE PLANT COMMUNITY. SEEDED AREAS SHALL BE MOWED / WEED-WHIPPED TO A HEIGHT OF 6-10 INCHES IN MID-JULY AND EARLY SEPTEMBER DURING THE FIRST 2-3 YEARS OF ESTABLISHMENT. IN ADDITION, ALL NON-NATIVE SPECIES / WEEDS SHALL BE SPOT SPRAYED NO LESS THAN 3 TIMES A YEAR WITH HERBICIDE BY A LICENSED APPLICATOR. RE-SEEDING AS NECESSARY SHALL OCCUR IN MAY. A NATIVE PLANT COMMUNITY SHALL BE CONSIDERED SUCCESSFULLY ESTABLISHED NO SOONER THAN 3 YEARS AFTER INITIAL SEEDING - ONCE THE COVER CROP HAS BEEN SUFFICIENTLY REPLACED BY NATIVE PLANTS AND THE AREA IS FREE OF ALL NON-NATIVE AND INVASIVE SPECIES. AT THIS TIME, MAINTENANCE CAN BE REDUCED TO MOWING / WEED-WHIPPING TO A HEIGHT OF 6-10 INCHES ONCE A YEAR IN EARLY SEPTEMBER AND SPOT SPRAYING OF HERBACIDE ONLY AS NEEDED.
- FINAL ACCEPTANCE.** UPON SUBSTANTIAL COMPLETION OF THE WORK, CONTRACTOR SHALL REQUEST FINAL ACCEPTANCE OF THE WORK IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT. IF ANY WORK IS FOUND TO BE INCOMPLETE OR UNSATISFACTORY IN THE OPINION OF THE OWNER/LANDSCAPE ARCHITECT, A WRITTEN PUNCH LIST WILL BE PREPARED LISTING ALL ITEMS THAT REQUIRE COMPLETING OR CORRECTING BEFORE FINAL ACCEPTANCE.
- WARRANTY.** ALL PLANTS, MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND MATERIAL.

**PLANT SCHEDULE**

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	RM	3	Acer rubrum 'Northwood'	Northwood Red Maple	2" Cal.	B&B
	FM	3	Acer x freemanii 'Sienna'	Sienna Glen Maple	2" Cal.	B&B
	RB	5	Betula nigra Clump Form, 2" Cal Equivalent	River Birch Multi-Trunk	6' Ht.	B&B
	WO	3	Quercus bicolor	Swamp White Oak	2" Cal.	B&B
CONIFEROUS TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	BF	3	Abies balsamea	Balsam Fir	6' Ht.	B&B
	BH	12	Picea glauca densata	Black Hills Spruce	6' Ht.	B&B
	WP	17	Pinus strobus	White Pine	6' Ht.	B&B
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	SB	4	Amelanchier x grandiflora 'Autumn Brilliance' Clump Form, 1.5" Cal Equivalent	Autumn Brilliance Serviceberry	7' Ht.	B&B
	CA	3	Malus x 'Prairifire' Red Flowers	Prairifire Crabapple	1.5" Cal.	B&B
	JL	3	Syringa reticulata 'Ivory Silk' White Flowers	Ivory Silk Japanese Tree Lilac	1.5" Cal.	B&B
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	BCB	10	Aronia melanocarpa 'Autumn Magic'	Autumn Magic Black Chokeberry	#5 Cont.	
	RTD	23	Cornus sericea 'Alleman's Compact'	Dwarf Red Twig Dogwood	#5 Cont.	
	DBH	18	Diervilla lonicera	Dwarf Bush Honeysuckle	#5 Cont.	
	JSG	52	Juniperus chinensis 'Sea Green'	Sea Green Juniper	#5 Cont.	
	SPG	10	Spiraea x bumalda 'Goldflame' Gold Foliage, Red Flowers	Goldflame Spirea	#5 Cont.	
	MKL	9	Syringa patula 'Miss Kim'	Miss Kim Lilac	#5 Cont.	
	VBC	9	Viburnum trilobum 'Bailey Compact' Red Fall Color	Bailey's Compact American Cranberry Bush	#5 Cont.	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	KFG	44	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	#3 Cont.	
	PDS	19	Sporobolus heterolepis	Prairie Dropseed	#3 Cont.	
PERENNIALS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	DLB	41	Hemerocallis x 'Baja' Red Flowers	Baja Daylily	#1 Cont.	
	SCS	12	Sedum spectabile 'Autumn Joy'	Stonecrop	#1 Cont.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	ROCK	4,722 sf	Rock Mulch Non-Woven Geotextile Incidental	1.5" Trap Rock Mulch	4" Depth	
	SOD	51,673 sf	Turf Sod Bluegrass	Kentucky Bluegrass	sod	
	TII	29,696 sf	Type II - Stormwater Seed Mix Refer to notes for acceptable seeding methods. Seeding Rate 52.0 lb/ac	MnDOT Seed Mix 33-261	seed	
	TVI	68,598 sf	Type IV - Native Seed Mix Refer to notes for acceptable seeding methods. Seeding Rate 50.0 lb/ac	MnDOT Seed Mix 35-241	seed	

**MISCELLANEOUS QUANTITIES**

- LANDSCAPE EDGING = 440 F

**KWIK TRIP**

**KWIK STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

**CARLSON MCCAIN**

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449  
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

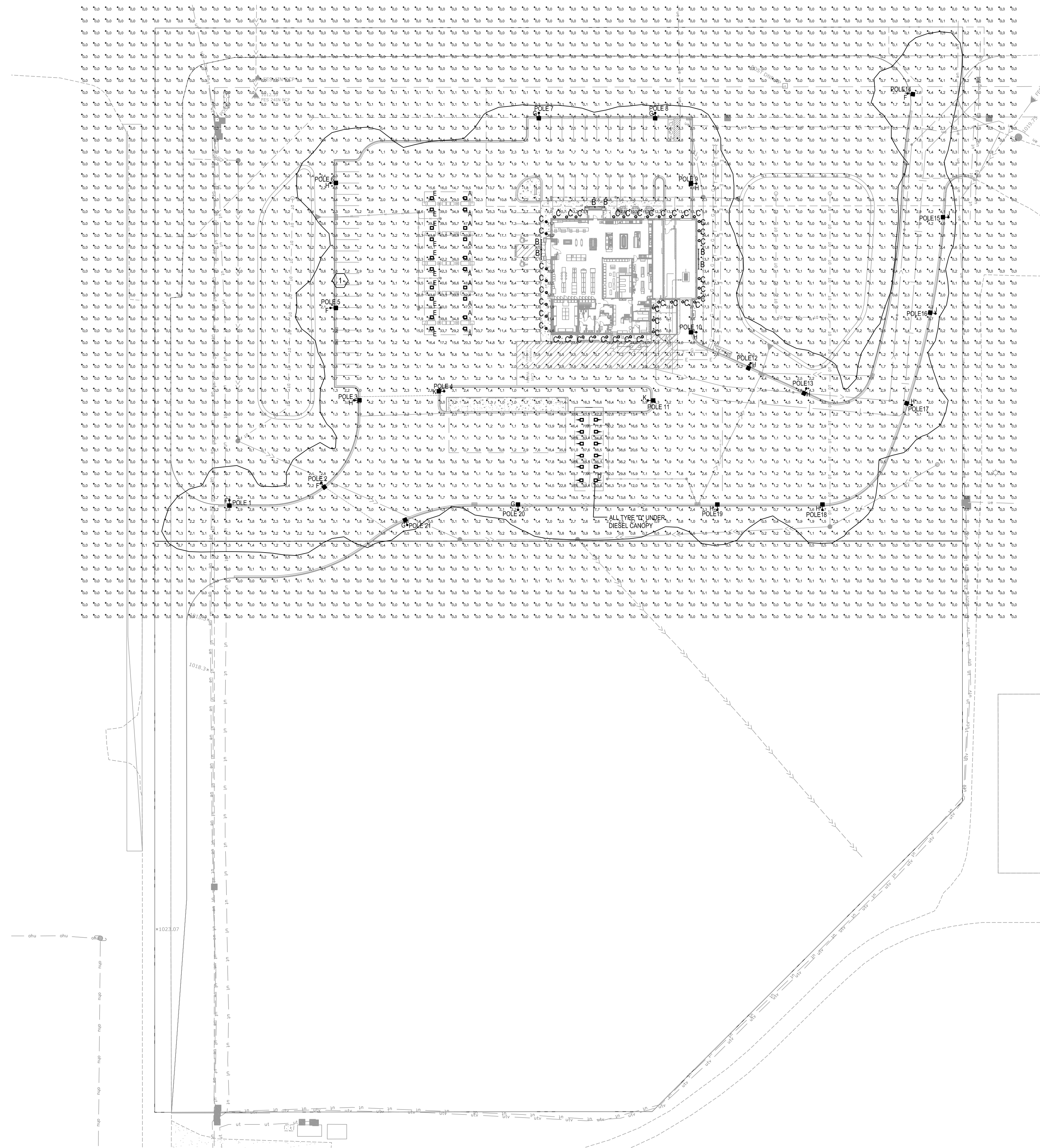
Name: Ryan J. Ruttger, RLA  
Signature:   
Date: 01/03/22 License #: 56346

LANDSCAPE PLAN

CONVENIENCE STORE #1203  
WITH 1-BAY CARWASH  
& SIDE DIESEL  
HIGHWAY 71 & COUNTY ROAD 1  
REDWOOD FALLS, MINNESOTA

#	DATE	DESCRIPTION
1	02/04/22	PER OWNER COMMENTS

DRAWN BY: RJR  
SCALE: GRAPHIC  
PROJ. NO: 9721-00  
DATE: 2022-01-03  
SHEET: 1203 L3



**CALCULATION STATISTICS**

OVERALL SITE:  
 AVERAGE: 2.5  
 MAXIMUM: 88.5  
 MINIMUM: 0.0

**FIXTURE QUANTITIES**

- A - 10
- B - 6
- C - 40
- D - 12
- E - 10
- F - 4
- G - 4
- H - 9
- J - 2
- K - 2

PROVIDE (21) 15' POLES

**FIXTURE SYMBOLS:**

- A, D & E LED LIGHT MOUNTED UNDER FUEL CANOPIES
- B LED STRIP LIGHT MOUNTED IN GABLE
- C RECESSED LED DOWNLIGHT
- F, G, H, J & K POLE MOUNTED LED FIXTURE

**NOTE:**

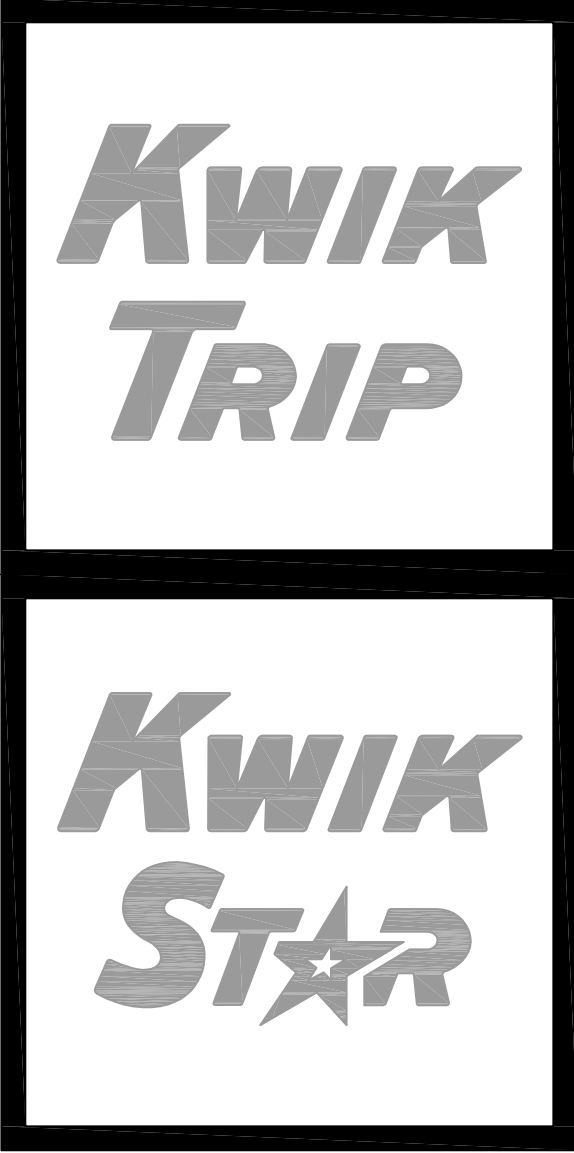
1. FOOTCANDLE LEVELS SHOWN ON THIS PLAN ARE CALCULATED AT GRADE LEVEL.

**KEYED NOTES:**

1. COORDINATE LOCATION AND MOUNTING HEIGHT OF SECURITY CAMERA WITH OWNER.

**FIXTURE TYPES:**

- A - LSI LIGHTING: SCV-LED-23L-SCFT-UNV-DIM-50-WHT MOUNTED UNDER GAS CANOPY MOUNT FIXTURES WITH FORWARD THROW OPTIC AIMING AT STORE FRONT.
- B - LED STRIP LIGHT MOUNTED IN GABLE LITHONIA -TZL-1N-96-1000LM-FST-MVOLT
- C - RECESSED LED DOWNLIGHT GOTHAM EVO-35/30-8AR-WD-120-TRW
- D - LSI LIGHTING: SCV-LED-23L-SCFT-UNV-DIM-50-BLK MOUNTED UNDER DIESEL CANOPY MOUNT FIXTURES WITH FORWARD THROW OPTIC AIMING IN DIRECTION OF ARROW.
- E - LSI LIGHTING: SCV-LED-15L-SC-UNV-DIM-50-WHT MOUNTED UNDER GAS CANOPY
- F - LSI LIGHTING: MRS-LED-12L-SIL-3-UNV-50-70CRI-WHT
- G - LSI LIGHTING: MRS-LED-12L-SIL-3-UNV-50-70CRI-WHT-IL
- H - LSI LIGHTING: MRS-LED-12L-SIL-FT-UNV-50-70CRI-WHT
- J - LSI LIGHTING: MRS-LED-12L-SIL-FT-UNV-50-70CRI-WHT-IL
- K - LSI LIGHTING: MRS-LED-12L-SIL-5W-UNV-50-70CRI-WHT-IL



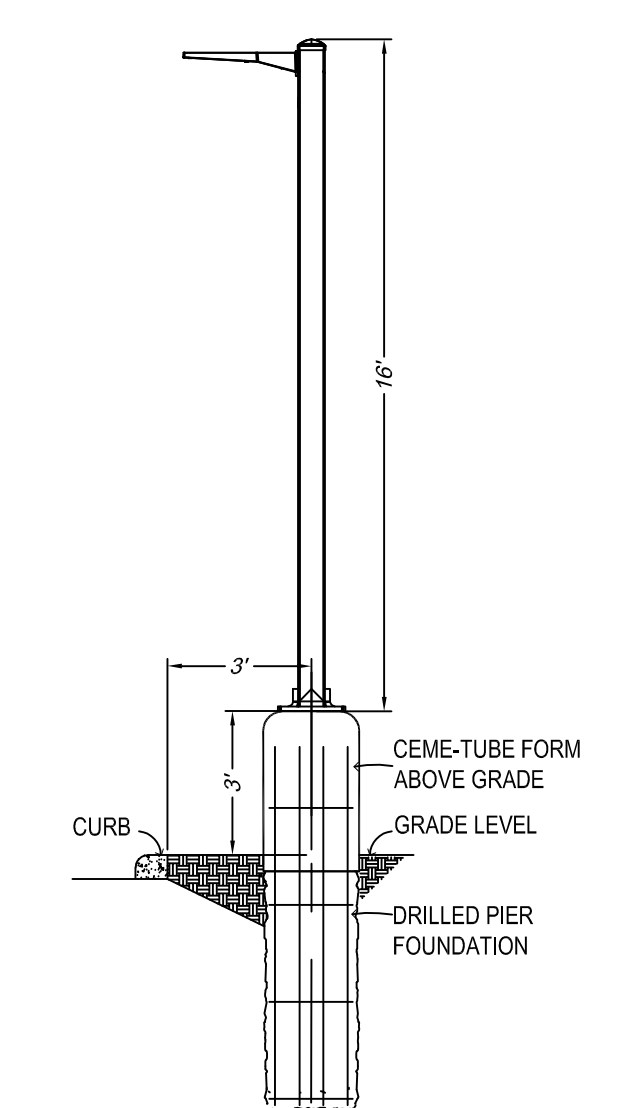
**KWIK TRIP, Inc.**  
 P.O. BOX 2107  
 1626 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Jesse J. T. [Signature]  
 Date: 08/21 License #: 85886

**PRELIMINARY**



**LOT LIGHT ELEVATION DETAIL**  
 NOT TO SCALE

**PHOTOMETRIC SITE PLAN**  
 SCALE: 1" = 50'-0"

**PHOTOMETRIC SITE PLAN**  
**CONVENIENCE STORE #1203**  
**WITH 1-BAY CARWASH**  
**& SIDE DIESEL**  
 HIGHWAY 71 & COUNTY ROAD 1  
 REDWOOD FALLS, MINNESOTA

#	DATE	DESCRIPTION

DRAWN BY: DLC  
 SCALE: GRAPHIC  
 PROJ. NO.: 9721-00  
 DATE: 2021-10-08  
 SHEET: E1

2021-0195.56  
**GRAEF**  
 275 West Wisconsin Avenue, Suite 300  
 Milwaukee, WI 53203  
 414 / 259 1500  
 414 / 259 0037 fax



# STORMWATER MANAGEMENT PLAN

## **Kwik Trip Convenience Store 1203**

US Highway 71 & County Road 1

Redwood Falls, Minnesota

*Project #9721-00*

Prepared for:

Kwik Trip, Inc.

P.O. Box 2107

1626 Oak Street

LaCrosse, WI 54602-2107

January 3, 2022

Revised: February 4, 2022



3890 PHEASANT RIDGE DRIVE NE, SUITE 100  
BLAINE, MN 55449

TEL 763.489.7900

FAX 763.489.7959

CARLSONMCCAIN.COM

ENGINEERING \ LAND SURVEYING \ ENVIRONMENTAL

TABLE OF CONTENTS

1.0 INTRODUCTION ..... 1

1.1 Existing Conditions ..... 1

1.2 Proposed Conditions..... 1

1.3 Soil Information ..... 2

1.4 Curve Numbers..... 2

1.5 Time of Concentration..... 2

2.0 STORMWATER ANALYSIS ..... 3

2.1 Peak Elevations..... 3

2.2 Runoff Control Analysis..... 3

2.3 Water Quality Analysis ..... 4

2.4 Public Ditch Realignment ..... 4

2.5 Storm Sewer Design ..... 4

2.6 Conclusion ..... 4

3.0 CERTIFICATION ..... 5

FIGURES

Figure 1 Site Location Map

Figure 2 Existing Drainage Map

Figure 3 Proposed Drainage Map

Figure 4 Storm Sewer Drainage Map

APPENDICES

Appendix A Existing HydroCAD Model

Appendix B Proposed HydroCAD Model

Appendix C Storm Sewer Design

Appendix D Soil Information

## 1.0 INTRODUCTION

This document provides detailed information on the proposed surface water management system for the development of property located in the southeast quadrant of the intersection of US Highway 71 and County Road 1 in Redwood Falls, Redwood County, Minnesota. Kwik Trip, Inc. plans on developing the site into a convenience store with a single bay carwash and side diesel. Included in this document are peak elevations for the onsite basins, a runoff control analysis, water quality analysis, and storm sewer design. See Figure 1 for a site location map.

### 1.1 Existing Conditions

The site is located in the southeast quadrant of the intersection of US Highway 71 and County Road 1 in Redwood Falls, Redwood County, Minnesota. The site is bounded on the north by Highway 71, on the west by County Road 1, on the south by undeveloped grasslands, and on the east by commercial property. The site is currently abandoned commercial property.

The proposed site boundary consists of 6.710 acres. A drainage boundary of 15.274 acres will be considered for this analysis, which includes runoff from the right-of-way area outside the site boundary and from the property to the east. The existing drainage boundary currently has 5.369 acres of impervious surface onsite.

The site has a generally flat topography generally sloping from the west to east, with slopes generally ranging from 0.5% to 2% over the developed area. Elevations at the site range from 1013 in the northwest corner of the site, up to about 1020 in the southwest corner of the site and along the adjacent roads. Stormwater from the site either drains overland to the northwest corner of the site to a culvert that outlets north across US Highway 71 or to the center southern edge of the site, where stormwater is collected by a 14-inch concrete draitile that traverses the site from northwest to southeast. This draitile is part of the public drainage system, identified as County Ditch 48, and outlets to County Ditch 52. Stormwater ultimately flows to Crow Creek and then the Minnesota River. Stormwater from the northwest culvert ultimately flows to the Minnesota River. See Figure 2 for an existing conditions drainage map.

County Ditch 52, located approximately 0.3 miles south of the site and is an impaired water. There are no known wetlands onsite.

### 1.2 Proposed Conditions

Kwik Trip, Inc. plans on developing the site into a convenience store with a single bay carwash, side diesel, and associated parking and drive areas. During construction, approximately 5.9 acres will be disturbed. After the site is constructed, the drainage boundary will contain approximately 6.771 acres of impervious surface, which is an increase of 1.402 acres.

Stormwater from the developed portion of the site, including all fueling areas, will be collected in storm sewer and routed to one of two proposed filtration basins, located in the eastern and western

portions of the site, respectively. Both basins will discharge to the County Ditch 48 draintile, running through the site, which outlets to County Ditch 52. All drainage that isn't collected in storm sewer will either flow directly to the culvert in the northwest corner of the site or to the draintile inlets located south of the site. As part of the project, the County Ditch 48 draintile will be partially realigned around the proposed site improvements. See Figure 3 for proposed conditions drainage map.

### **1.3 Soil Information**

In June of 2021, Braun Intertec drilled nine soil borings to approximate near surface soils. The borings indicate that near surface soils consist primarily of clayey sand, sandy lean clay, and silty sand materials. These soils generally fall within the Hydrologic Soil Group (HSG) "D".

Groundwater was found to be present in seven of the borings, and was generally at an elevation of 996 to 1008.5.

See Appendix D for soil information.

### **1.4 Curve Numbers**

Curve Numbers (CN) were selected based on the Soil Conservation Service (SCS) Technical Release 55 last revised in 1986.

The existing and proposed site is mainly a combination of bituminous, concrete, rooftops, agricultural land, and grassland. A CN of 98 was selected for all bituminous, gravel, and concrete surfaces and a CN of 80 was selected for any grassy pervious areas, which is consistent with grassy areas in the HSG "D".

### **1.5 Time of Concentration**

The times of concentration were calculated using a combination of sheet flow and shallow concentrated flow. These methods require the length, slope of the water course and the water course characteristics for calculating the time of concentration, which were measured from the existing and proposed topography. Per the SCS Technical Release 55, a minimum time of concentration of 6 minutes was used for the analysis. See HydroCAD models in Appendix A and B.

## 2.0 STORMWATER ANALYSIS

The surface water analysis was completed using HydroCAD software, based on the SCS methodologies with Atlas 14 storms. The peak elevations and runoff rates were modeled for the 2-year (2.66”), 10-year (3.84”) and 100-year (6.40”) events. See Appendix A and B for HydroCAD models.

### 2.1 Peak Elevations

For the proposed filtration basins, the 2-year, 10-year and 100-year high water levels have been calculated. See Table 1.

**Table 1**  
**High Water Elevations**  
 Kwik Trip Convenience Store 1203  
 Redwood Falls, Minnesota

Basin	Bottom	2y HWL	10y HWL	100y HWL
Filtration Basin 10	1012.0	1013.0	1013.7	1015.0
Filtration Basin 20	1012.0	1013.0	1013.8	1015.1

### 2.2 Runoff Control Analysis

All stormwater from the site either discharges to the culvert in the northwest corner of the site or to the draintile system. As such, runoff rates are compared for both areas.

**Table 2**  
**Runoff Comparison 1**  
 Kwik Trip Convenience Store 1203  
 Redwood Falls, Minnesota

Runoff to NW culvert			
Condition	2y Storm (cfs)	10y Storm (cfs)	100y Storm (cfs)
Existing (2P)	4.8	8.0	14.1
Proposed (3P)	2.4	4.1	7.9

**Table 3**  
**Runoff Comparison 1**  
 Kwik Trip Convenience Store 1203  
 Redwood Falls, Minnesota

Runoff to Draintile			
Condition	2y Storm (cfs)	10y Storm (cfs)	100y Storm (cfs)
Existing (1P)	9.1	11.3	17.9
Proposed (X)	8.7	11.3	15.0

Note that for all events, the proposed runoff rates are reduced from or equal to existing. Volumes were reduced as much as possible, however since infiltration is not allowed for runoff from fueling areas, volumes were not reduced from existing.

### **2.3 Water Quality Analysis**

The MPCA Construction Stormwater Permit requires sites to provide a water quality volume of 1-inch of runoff from newly created impervious surfaces. The proposed site will create approximately 1.402 acres of impervious surface. The water quality requirement for the impervious surface area is 0.117 acre-feet. The onsite filtration basins provide a water quality volume of 0.506 acre-feet and 0.286 acre-feet. The total water quality treatment volume is 0.792 acre-feet. The proposed basins meet and exceed the MPCA Construction Stormwater Permit. See Appendix C for design calculations.

Pretreatment for the stormwater treatment facilities will be provided by sump manholes equipped with SNOUT oil/water/debris separators.

### **2.4 Public Ditch Realignment**

Public Ditch 48 traverses the site from northwest to southeast as a 14-inch concrete draitile. As part of the project, approximately 430' of the 14-inch draitile will be removed and replaced with approximately 538' of 15-inch reinforced concrete pipe. The public ditch will be realigned to allow for development of the site.

It is understood that a petition to the public ditch authority to realign Public Ditch 48 will be required per MN Statute 103E. This petition will be submitted upon review and approval of the proposed site construction plans.

### **2.5 Storm Sewer Design**

All storm sewers have been designed to accommodate the 10-year storm. The HydroCAD model was used to model the pond outlets, and a rational method spreadsheet was used to design the storm sewer serving the site. See Appendix C for rational method spreadsheet.

### **2.6 Conclusion**

Water quality treatment for the site is provided by the onsite filtration basins. Proposed runoff rates have been decreased for all design events and volumes have been reduced as much as possible. All storm sewers have been sized to accommodate the 10-year storm, at a minimum. Sump manholes equipped with SNOUTs will be used to prevent floatables, trash, and sediment from being conveyed downstream.

### 3.0 CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

This Stormwater Management Plan was prepared by:



---

Joseph T. Radach, P.E.  
License #: 45889

1/3/22

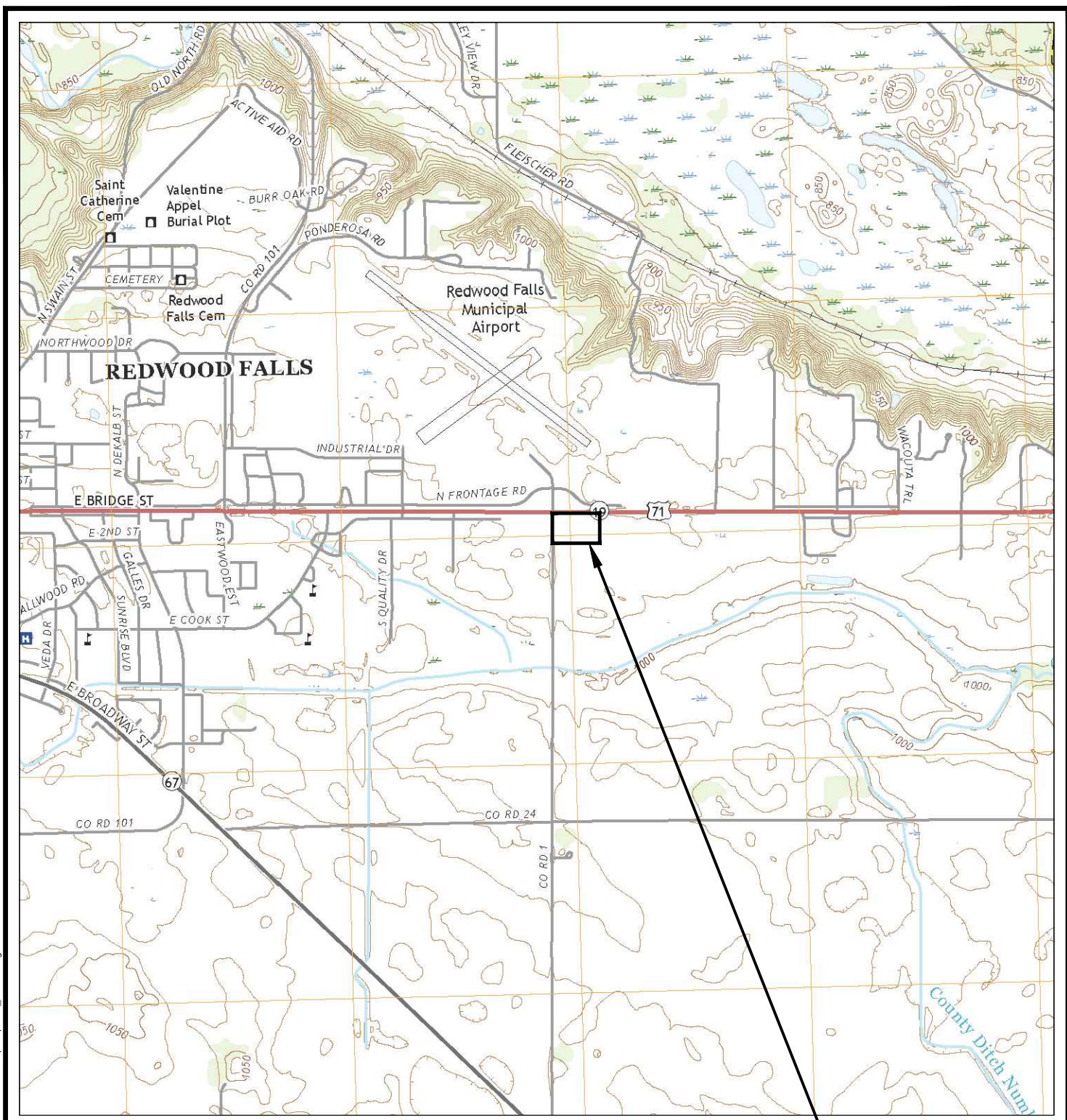
---

Date

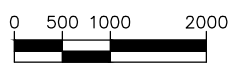
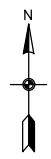
## FIGURES



Save Date: 12/15/21 f:\jobs\9721 - 9740\9721 - kwik trip 1203 - redwood falls\cad\9721\_drain.dwg



— SITE LOCATION



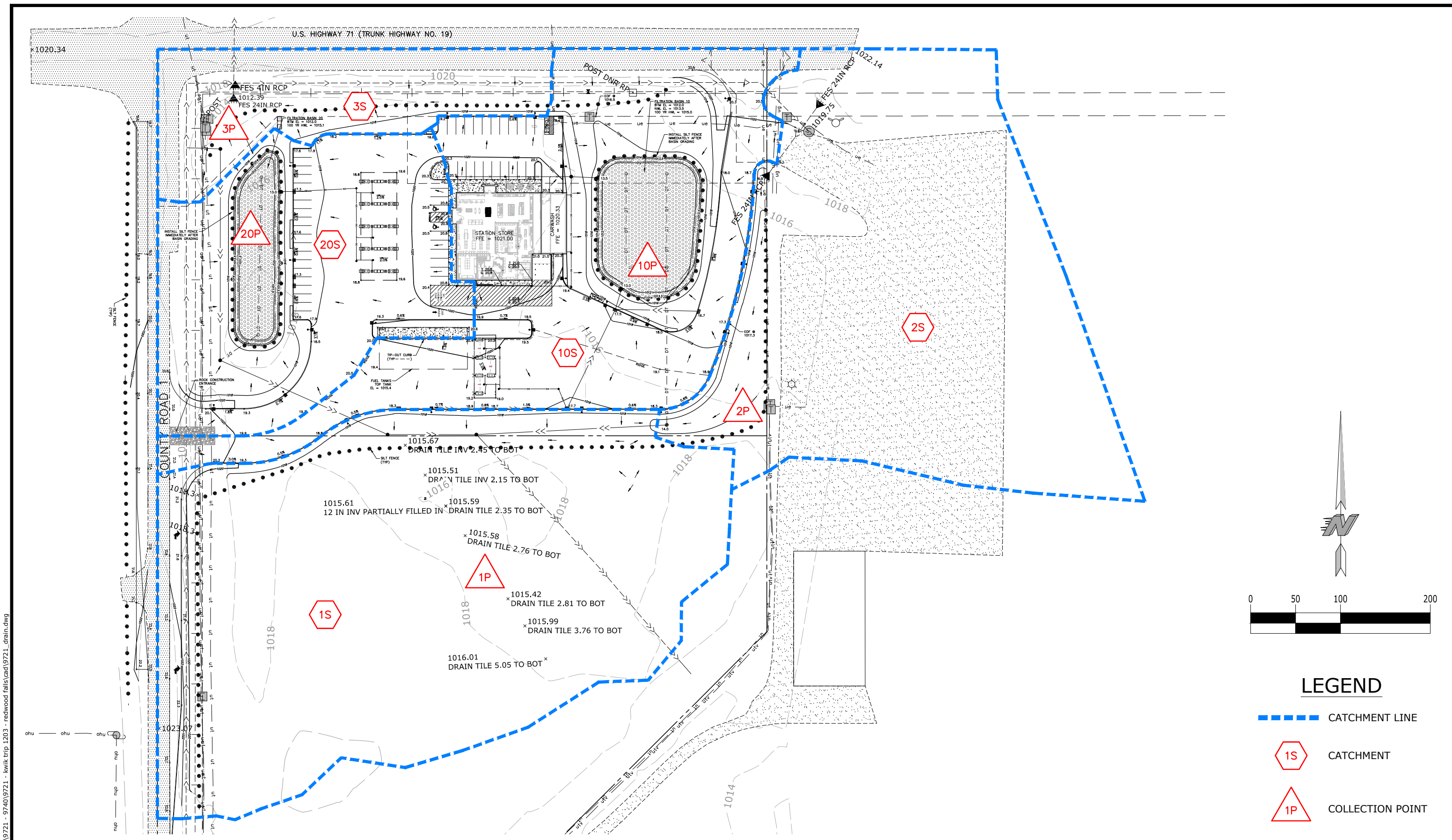
SOURCE: USGS REDWOOD FALLS 7.5 MIN. QUADRANGLE



**KWIK TRIP STORE 1203**  
**W/1-BAY CARWASH &**  
**SIDE DIESEL**  
 Redwood Falls, Minnesota

**FIGURE 1**  
**SITE LOCATION MAP**





Save Date: 01/04/22 | F:\jobs\9721 - kwik trip 1203 - redwood falls\cad\9721\_drain.dwg

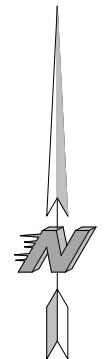
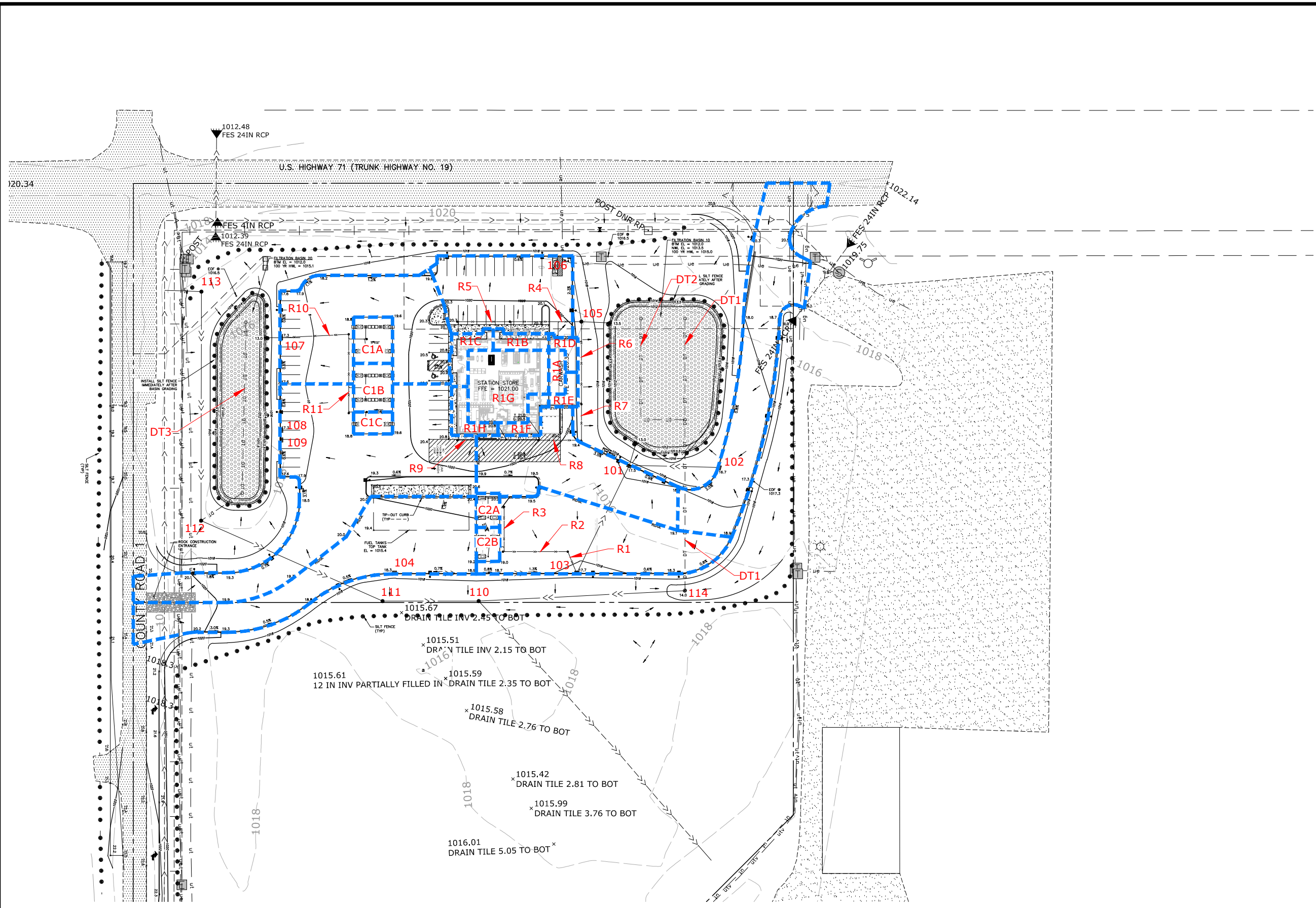


Notes:

**KWIK TRIP, INC.**  
 1626 Oak Street  
 La Crosse, WI 54602

**KWIK TRIP STORE 1203**  
**W/1-BAY CARWASH & SIDE**  
**DIESEL**  
 Redwood Falls, Minnesota

**FIGURE 3**  
**PROPOSED CONDITIONS**  
**DRAINAGE MAP**



**LEGEND**

- - - - - CATCHMENT LINE
- 101 CATCHMENT

Save Date: 01/04/22 | F:\jobs\9721 - kwik trip 1203 - redwood falls\cad\9721\_drain.dwg



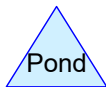
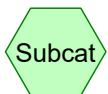
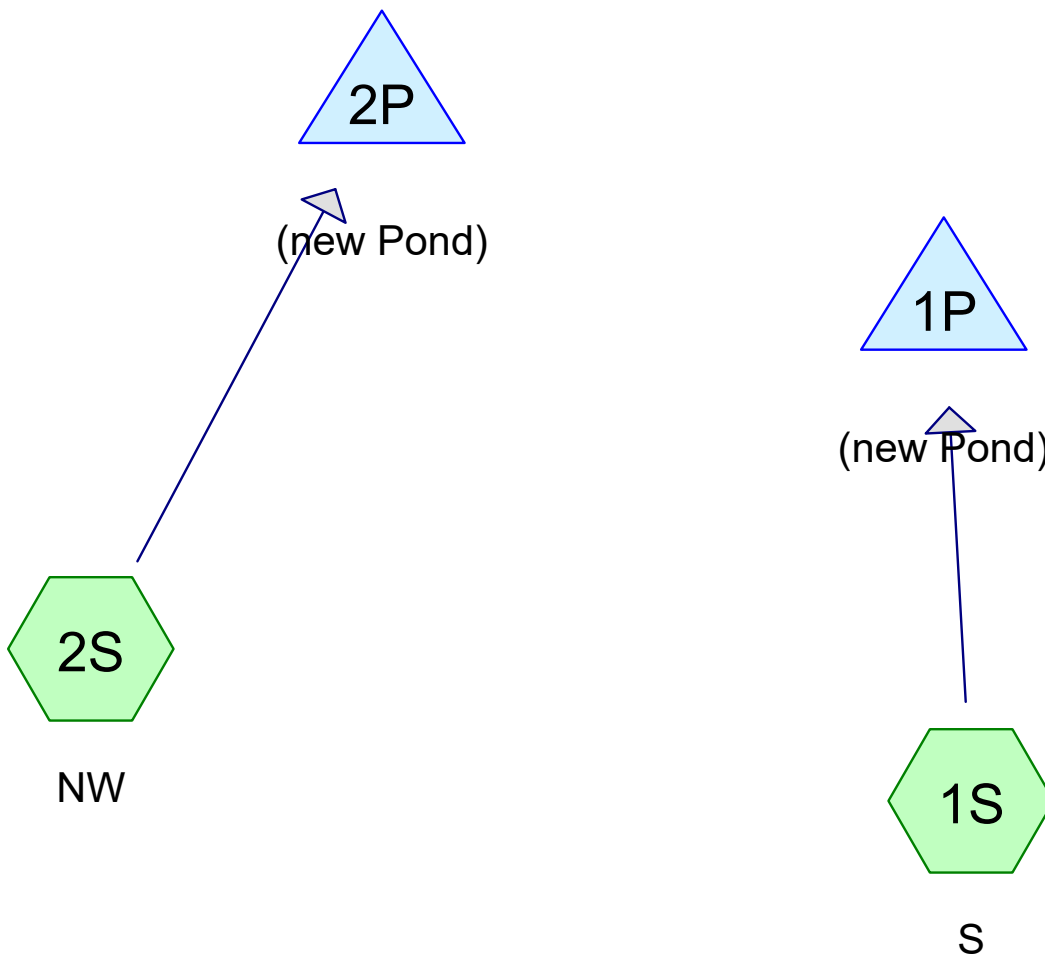
Notes:

**KWIK TRIP, INC.**  
 1626 Oak Street  
 La Crosse, WI 54602

**KWIK TRIP STORE 1203**  
**W/1-BAY CARWASH & SIDE**  
**DIESEL**  
 Redwood Falls, Minnesota

**FIGURE 4**  
**STORM SEWER**  
**DRAINAGE MAP**

## APPENDIX A



**Area Listing (selected nodes)**

Area (acres)	CN	Description (subcatchment-numbers)
9.905	80	>75% Grass cover, Good, HSG D (1S, 2S)
5.369	98	Paved parking, HSG D (1S, 2S)
<b>15.274</b>	<b>86</b>	<b>TOTAL AREA</b>

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: S**

Runoff Area=13.349 ac 34.11% Impervious Runoff Depth>1.31"  
Flow Length=317' Tc=19.1 min CN=86 Runoff=20.95 cfs 1.459 af

**Subcatchment 2S: NW**

Runoff Area=1.925 ac 42.34% Impervious Runoff Depth>1.46"  
Flow Length=375' Tc=6.0 min CN=88 Runoff=5.20 cfs 0.234 af

**Pond 1P: (new Pond)**

Peak Elev=1,016.64' Storage=0.353 af Inflow=20.95 cfs 1.459 af  
Outflow=9.10 cfs 1.458 af

**Pond 2P: (new Pond)**

Peak Elev=1,013.35' Storage=0.013 af Inflow=5.20 cfs 0.234 af  
Outflow=4.84 cfs 0.233 af

**Total Runoff Area = 15.274 ac Runoff Volume = 1.693 af Average Runoff Depth = 1.33"**  
**64.85% Pervious = 9.905 ac 35.15% Impervious = 5.369 ac**



**Summary for Subcatchment 1S: S**

Runoff = 20.95 cfs @ 12.29 hrs, Volume= 1.459 af, Depth> 1.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
8.795	80	>75% Grass cover, Good, HSG D
4.554	98	Paved parking, HSG D
13.349	86	Weighted Average
8.795		65.89% Pervious Area
4.554		34.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

**Summary for Subcatchment 2S: NW**

Runoff = 5.20 cfs @ 12.13 hrs, Volume= 0.234 af, Depth> 1.46"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
0.815	98	Paved parking, HSG D
1.110	80	>75% Grass cover, Good, HSG D
1.925	88	Weighted Average
1.110		57.66% Pervious Area
0.815		42.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

**Summary for Pond 1P: (new Pond)**

Inflow Area = 13.349 ac, 34.11% Impervious, Inflow Depth > 1.31" for 2-yr event  
 Inflow = 20.95 cfs @ 12.29 hrs, Volume= 1.459 af  
 Outflow = 9.10 cfs @ 12.59 hrs, Volume= 1.458 af, Atten= 57%, Lag= 18.3 min  
 Primary = 9.10 cfs @ 12.59 hrs, Volume= 1.458 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,016.64' @ 12.59 hrs Surf.Area= 0.587 ac Storage= 0.353 af

Plug-Flow detention time= 13.9 min calculated for 1.453 af (100% of inflow)  
 Center-of-Mass det. time= 13.5 min ( 807.9 - 794.4 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	2.143 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.759	0.517	0.593
1,018.00	2.342	1.550	2.143

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	<b>6.0" Horiz. Orifice/Grate X 9.00</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=9.09 cfs @ 12.59 hrs HW=1,016.64' (Free Discharge)  
 ↳1=Orifice/Grate (Orifice Controls 9.09 cfs @ 5.15 fps)

**Summary for Pond 2P: (new Pond)**

Inflow Area = 1.925 ac, 42.34% Impervious, Inflow Depth > 1.46" for 2-yr event  
 Inflow = 5.20 cfs @ 12.13 hrs, Volume= 0.234 af  
 Outflow = 4.84 cfs @ 12.16 hrs, Volume= 0.233 af, Atten= 7%, Lag= 1.4 min  
 Primary = 4.84 cfs @ 12.16 hrs, Volume= 0.233 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,013.35' @ 12.16 hrs Surf.Area= 0.023 ac Storage= 0.013 af

Plug-Flow detention time= 3.3 min calculated for 0.233 af (100% of inflow)  
 Center-of-Mass det. time= 2.4 min ( 781.6 - 779.2 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	<b>24.0" Vert. Orifice/Grate</b> C= 0.600

**9721\_ex**

Prepared by wilk0260

HydroCAD® 10.00-26 s/n 02263 © 2020 HydroCAD Software Solutions LLC

*MSE 24-hr 3 2-yr Rainfall=2.66"*

Printed 12/15/2021

Page 6

---

**Primary OutFlow** Max=4.75 cfs @ 12.16 hrs HW=1,013.34' (Free Discharge)

↳ **1=Orifice/Grate** (Orifice Controls 4.75 cfs @ 3.29 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: S**

Runoff Area=13.349 ac 34.11% Impervious Runoff Depth>2.30"  
Flow Length=317' Tc=19.1 min CN=86 Runoff=36.45 cfs 2.561 af

**Subcatchment 2S: NW**

Runoff Area=1.925 ac 42.34% Impervious Runoff Depth>2.49"  
Flow Length=375' Tc=6.0 min CN=88 Runoff=8.63 cfs 0.399 af

**Pond 1P: (new Pond)**

Peak Elev=1,017.25' Storage=0.829 af Inflow=36.45 cfs 2.561 af  
Outflow=11.25 cfs 2.559 af

**Pond 2P: (new Pond)**

Peak Elev=1,013.66' Storage=0.021 af Inflow=8.63 cfs 0.399 af  
Outflow=8.02 cfs 0.398 af

**Total Runoff Area = 15.274 ac Runoff Volume = 2.959 af Average Runoff Depth = 2.33"**  
**64.85% Pervious = 9.905 ac 35.15% Impervious = 5.369 ac**

### Summary for Subcatchment 1S: S

Runoff = 36.45 cfs @ 12.28 hrs, Volume= 2.561 af, Depth> 2.30"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
8.795	80	>75% Grass cover, Good, HSG D
4.554	98	Paved parking, HSG D
13.349	86	Weighted Average
8.795		65.89% Pervious Area
4.554		34.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

### Summary for Subcatchment 2S: NW

Runoff = 8.63 cfs @ 12.13 hrs, Volume= 0.399 af, Depth> 2.49"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
0.815	98	Paved parking, HSG D
1.110	80	>75% Grass cover, Good, HSG D
1.925	88	Weighted Average
1.110		57.66% Pervious Area
0.815		42.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

### Summary for Pond 1P: (new Pond)

Inflow Area = 13.349 ac, 34.11% Impervious, Inflow Depth > 2.30" for 10-yr event  
 Inflow = 36.45 cfs @ 12.28 hrs, Volume= 2.561 af  
 Outflow = 11.25 cfs @ 12.69 hrs, Volume= 2.559 af, Atten= 69%, Lag= 24.1 min  
 Primary = 11.25 cfs @ 12.69 hrs, Volume= 2.559 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,017.25' @ 12.69 hrs Surf.Area= 1.151 ac Storage= 0.829 af

Plug-Flow detention time= 27.1 min calculated for 2.550 af (100% of inflow)  
 Center-of-Mass det. time= 26.7 min ( 811.9 - 785.2 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	2.143 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.759	0.517	0.593
1,018.00	2.342	1.550	2.143

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	<b>6.0" Horiz. Orifice/Grate X 9.00</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=11.25 cfs @ 12.69 hrs HW=1,017.25' (Free Discharge)  
 ←1=Orifice/Grate (Orifice Controls 11.25 cfs @ 6.36 fps)

**Summary for Pond 2P: (new Pond)**

Inflow Area = 1.925 ac, 42.34% Impervious, Inflow Depth > 2.49" for 10-yr event  
 Inflow = 8.63 cfs @ 12.13 hrs, Volume= 0.399 af  
 Outflow = 8.02 cfs @ 12.16 hrs, Volume= 0.398 af, Atten= 7%, Lag= 1.5 min  
 Primary = 8.02 cfs @ 12.16 hrs, Volume= 0.398 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,013.66' @ 12.16 hrs Surf.Area= 0.029 ac Storage= 0.021 af

Plug-Flow detention time= 2.9 min calculated for 0.398 af (100% of inflow)  
 Center-of-Mass det. time= 2.3 min ( 772.5 - 770.2 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	<b>24.0" Vert. Orifice/Grate</b> C= 0.600

**9721\_ex**

Prepared by wilk0260

HydroCAD® 10.00-26 s/n 02263 © 2020 HydroCAD Software Solutions LLC

*MSE 24-hr 3 10-yr Rainfall=3.84"*

Printed 12/15/2021

Page 10

---

**Primary OutFlow** Max=7.89 cfs @ 12.16 hrs HW=1,013.65' (Free Discharge)

↳ **1=Orifice/Grate** (Orifice Controls 7.89 cfs @ 3.81 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: S**

Runoff Area=13.349 ac 34.11% Impervious Runoff Depth>4.61"  
Flow Length=317' Tc=19.1 min CN=86 Runoff=71.04 cfs 5.132 af

**Subcatchment 2S: NW**

Runoff Area=1.925 ac 42.34% Impervious Runoff Depth>4.85"  
Flow Length=375' Tc=6.0 min CN=88 Runoff=16.12 cfs 0.777 af

**Pond 1P: (new Pond)**

Peak Elev=1,019.93' Storage=2.143 af Inflow=71.04 cfs 5.132 af  
Outflow=17.91 cfs 5.129 af

**Pond 2P: (new Pond)**

Peak Elev=1,014.26' Storage=0.044 af Inflow=16.12 cfs 0.777 af  
Outflow=14.14 cfs 0.777 af

**Total Runoff Area = 15.274 ac Runoff Volume = 5.910 af Average Runoff Depth = 4.64"**  
**64.85% Pervious = 9.905 ac 35.15% Impervious = 5.369 ac**



**Summary for Subcatchment 1S: S**

Runoff = 71.04 cfs @ 12.28 hrs, Volume= 5.132 af, Depth> 4.61"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
8.795	80	>75% Grass cover, Good, HSG D
4.554	98	Paved parking, HSG D
13.349	86	Weighted Average
8.795		65.89% Pervious Area
4.554		34.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

**Summary for Subcatchment 2S: NW**

Runoff = 16.12 cfs @ 12.13 hrs, Volume= 0.777 af, Depth> 4.85"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
0.815	98	Paved parking, HSG D
1.110	80	>75% Grass cover, Good, HSG D
1.925	88	Weighted Average
1.110		57.66% Pervious Area
0.815		42.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

**Summary for Pond 1P: (new Pond)**

Inflow Area = 13.349 ac, 34.11% Impervious, Inflow Depth > 4.61" for 100-yr event  
 Inflow = 71.04 cfs @ 12.28 hrs, Volume= 5.132 af  
 Outflow = 17.91 cfs @ 12.80 hrs, Volume= 5.129 af, Atten= 75%, Lag= 31.3 min  
 Primary = 17.91 cfs @ 12.80 hrs, Volume= 5.129 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,019.93' @ 12.80 hrs Surf.Area= 2.342 ac Storage= 2.143 af

Plug-Flow detention time= 60.1 min calculated for 5.112 af (100% of inflow)  
 Center-of-Mass det. time= 59.7 min ( 833.1 - 773.4 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	2.143 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.759	0.517	0.593
1,018.00	2.342	1.550	2.143

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	<b>6.0" Horiz. Orifice/Grate X 9.00</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=17.87 cfs @ 12.80 hrs HW=1,019.91' (Free Discharge)  
 ↳1=Orifice/Grate (Orifice Controls 17.87 cfs @ 10.11 fps)

**Summary for Pond 2P: (new Pond)**

Inflow Area = 1.925 ac, 42.34% Impervious, Inflow Depth > 4.85" for 100-yr event  
 Inflow = 16.12 cfs @ 12.13 hrs, Volume= 0.777 af  
 Outflow = 14.14 cfs @ 12.16 hrs, Volume= 0.777 af, Atten= 12%, Lag= 2.1 min  
 Primary = 14.14 cfs @ 12.16 hrs, Volume= 0.777 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,014.26' @ 12.16 hrs Surf.Area= 0.055 ac Storage= 0.044 af

Plug-Flow detention time= 2.6 min calculated for 0.777 af (100% of inflow)  
 Center-of-Mass det. time= 2.1 min ( 760.8 - 758.7 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	<b>24.0" Vert. Orifice/Grate</b> C= 0.600

**9721\_ex**

Prepared by wilk0260

HydroCAD® 10.00-26 s/n 02263 © 2020 HydroCAD Software Solutions LLC

*MSE 24-hr 3 100-yr Rainfall=6.40"*

Printed 12/15/2021

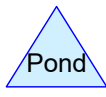
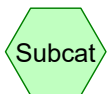
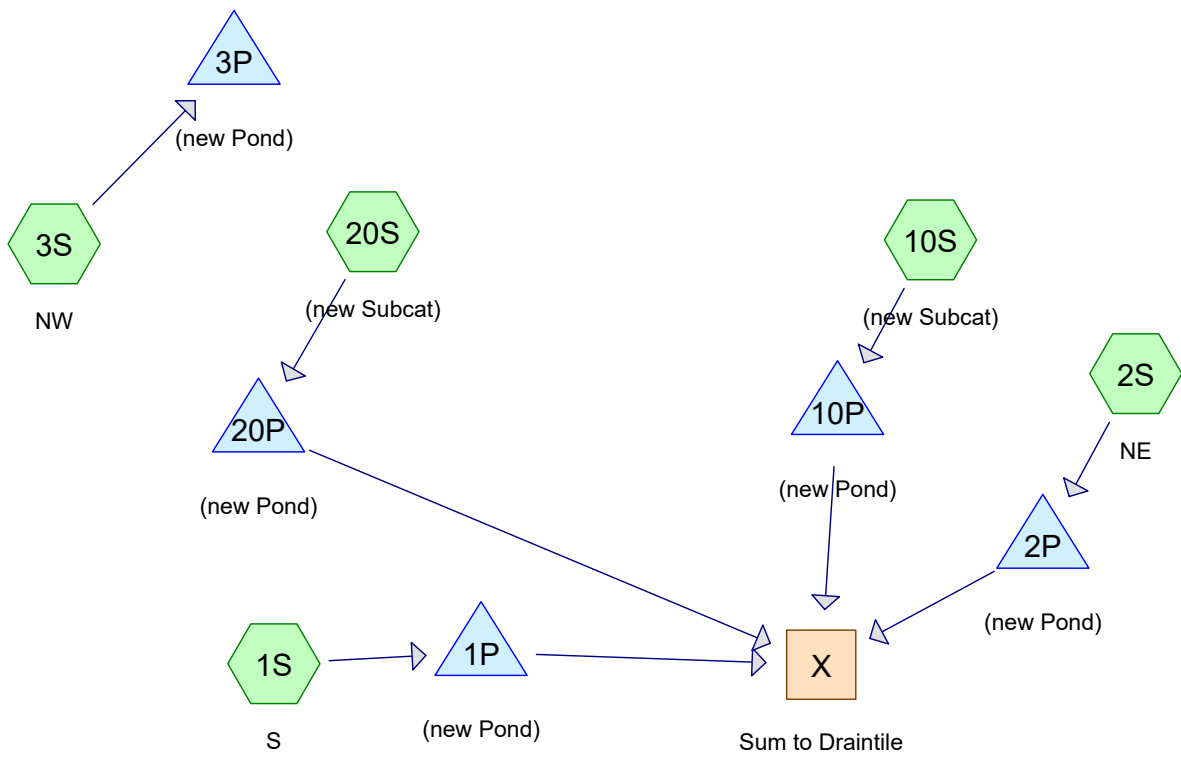
Page 14

---

**Primary OutFlow** Max=13.89 cfs @ 12.16 hrs HW=1,014.23' (Free Discharge)

↳ **1=Orifice/Grate** (Orifice Controls 13.89 cfs @ 4.61 fps)

## APPENDIX B



**Area Listing (selected nodes)**

Area (acres)	CN	Description (subcatchment-numbers)
8.503	80	>75% Grass cover, Good, HSG D (1S, 2S, 3S, 10S, 20S)
6.771	98	Paved parking, HSG D (1S, 2S, 3S, 10S, 20S)
<b>15.274</b>	<b>88</b>	<b>TOTAL AREA</b>

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1S: S</b>	Runoff Area=5.015 ac 4.59% Impervious Runoff Depth>1.00" Flow Length=317' Tc=19.1 min CN=81 Runoff=5.96 cfs 0.419 af
<b>Subcatchment 2S: NE</b>	Runoff Area=3.943 ac 73.57% Impervious Runoff Depth>1.86" Flow Length=318' Tc=21.0 min CN=93 Runoff=8.13 cfs 0.610 af
<b>Subcatchment 3S: NW</b>	Runoff Area=1.046 ac 31.45% Impervious Runoff Depth>1.32" Flow Length=375' Tc=6.0 min CN=86 Runoff=2.57 cfs 0.115 af
<b>Subcatchment 10S: (new Subcat)</b>	Runoff Area=3.206 ac 65.81% Impervious Runoff Depth>1.78" Tc=6.0 min CN=92 Runoff=10.20 cfs 0.474 af
<b>Subcatchment 20S: (new Subcat)</b>	Runoff Area=2.064 ac 58.19% Impervious Runoff Depth>1.61" Tc=6.0 min CN=90 Runoff=6.07 cfs 0.277 af
<b>Reach X: Sum to Draintile</b>	Inflow=8.67 cfs 1.364 af Outflow=8.67 cfs 1.364 af
<b>Pond 1P: (new Pond)</b>	Peak Elev=1,015.85' Storage=0.040 af Inflow=5.96 cfs 0.419 af Outflow=4.50 cfs 0.418 af
<b>Pond 2P: (new Pond)</b>	Peak Elev=1,015.52' Storage=0.139 af Inflow=8.13 cfs 0.610 af Outflow=3.82 cfs 0.609 af
<b>Pond 3P: (new Pond)</b>	Peak Elev=1,013.04' Storage=0.007 af Inflow=2.57 cfs 0.115 af Outflow=2.39 cfs 0.114 af
<b>Pond 10P: (new Pond)</b>	Peak Elev=1,012.97' Storage=0.320 af Inflow=10.20 cfs 0.474 af Outflow=0.28 cfs 0.217 af
<b>Pond 20P: (new Pond)</b>	Peak Elev=1,013.00' Storage=0.191 af Inflow=6.07 cfs 0.277 af Outflow=0.16 cfs 0.120 af

**Total Runoff Area = 15.274 ac Runoff Volume = 1.895 af Average Runoff Depth = 1.49"**  
**55.67% Pervious = 8.503 ac 44.33% Impervious = 6.771 ac**

**Summary for Subcatchment 1S: S**

Runoff = 5.96 cfs @ 12.30 hrs, Volume= 0.419 af, Depth> 1.00"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
4.785	80	>75% Grass cover, Good, HSG D
0.230	98	Paved parking, HSG D
5.015	81	Weighted Average
4.785		95.41% Pervious Area
0.230		4.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

**Summary for Subcatchment 2S: NE**

Runoff = 8.13 cfs @ 12.30 hrs, Volume= 0.610 af, Depth> 1.86"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
2.901	98	Paved parking, HSG D
1.042	80	>75% Grass cover, Good, HSG D
3.943	93	Weighted Average
1.042		26.43% Pervious Area
2.901		73.57% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
6.2	218	0.0069	0.58		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
21.0	318	Total			

**Summary for Subcatchment 3S: NW**

Runoff = 2.57 cfs @ 12.13 hrs, Volume= 0.115 af, Depth> 1.32"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.66"



Area (ac)	CN	Description
0.329	98	Paved parking, HSG D
0.717	80	>75% Grass cover, Good, HSG D
1.046	86	Weighted Average
0.717		68.55% Pervious Area
0.329		31.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

**Summary for Subcatchment 10S: (new Subcat)**

Runoff = 10.20 cfs @ 12.13 hrs, Volume= 0.474 af, Depth> 1.78"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
2.110	98	Paved parking, HSG D
1.096	80	>75% Grass cover, Good, HSG D
3.206	92	Weighted Average
1.096		34.19% Pervious Area
2.110		65.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					<b>Direct Entry, min Tc</b>

**Summary for Subcatchment 20S: (new Subcat)**

Runoff = 6.07 cfs @ 12.13 hrs, Volume= 0.277 af, Depth> 1.61"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.66"

Area (ac)	CN	Description
1.201	98	Paved parking, HSG D
0.863	80	>75% Grass cover, Good, HSG D
2.064	90	Weighted Average
0.863		41.81% Pervious Area
1.201		58.19% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

**Summary for Reach X: Sum to Draintile**

Inflow Area = 14.228 ac, 45.28% Impervious, Inflow Depth > 1.15" for 2-yr event  
 Inflow = 8.67 cfs @ 12.47 hrs, Volume= 1.364 af  
 Outflow = 8.67 cfs @ 12.47 hrs, Volume= 1.364 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

**Summary for Pond 1P: (new Pond)**

Inflow Area = 5.015 ac, 4.59% Impervious, Inflow Depth > 1.00" for 2-yr event  
 Inflow = 5.96 cfs @ 12.30 hrs, Volume= 0.419 af  
 Outflow = 4.50 cfs @ 12.44 hrs, Volume= 0.418 af, Atten= 24%, Lag= 8.2 min  
 Primary = 4.50 cfs @ 12.44 hrs, Volume= 0.418 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,015.85' @ 12.44 hrs Surf.Area= 0.203 ac Storage= 0.040 af

Plug-Flow detention time= 4.0 min calculated for 0.417 af (100% of inflow)  
 Center-of-Mass det. time= 3.5 min ( 808.1 - 804.6 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	1.934 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.680	0.478	0.553
1,018.00	2.081	1.380	1.934

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	<b>6.0" Horiz. Orifice/Grate X 8.00</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=4.49 cfs @ 12.44 hrs HW=1,015.85' (Free Discharge)  
 ←1=Orifice/Grate (Orifice Controls 4.49 cfs @ 2.86 fps)

**Summary for Pond 2P: (new Pond)**

Inflow Area = 3.943 ac, 73.57% Impervious, Inflow Depth > 1.86" for 2-yr event  
 Inflow = 8.13 cfs @ 12.30 hrs, Volume= 0.610 af  
 Outflow = 3.82 cfs @ 12.59 hrs, Volume= 0.609 af, Atten= 53%, Lag= 17.2 min  
 Primary = 3.82 cfs @ 12.59 hrs, Volume= 0.609 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 1,015.52' @ 12.59 hrs Surf.Area= 0.263 ac Storage= 0.139 af

Plug-Flow detention time= 13.7 min calculated for 0.607 af (100% of inflow)  
Center-of-Mass det. time= 13.1 min ( 790.5 - 777.4 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,014.50'	0.830 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,014.50	0.010	0.000	0.000
1,016.00	0.381	0.293	0.293
1,017.00	0.692	0.537	0.830

Device	Routing	Invert	Outlet Devices
#1	Primary	1,014.50'	<b>12.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=3.82 cfs @ 12.59 hrs HW=1,015.52' (Free Discharge)  
 ↑1=Orifice/Grate (Orifice Controls 3.82 cfs @ 4.87 fps)

**Summary for Pond 3P: (new Pond)**

Inflow Area = 1.046 ac, 31.45% Impervious, Inflow Depth > 1.32" for 2-yr event  
 Inflow = 2.57 cfs @ 12.13 hrs, Volume= 0.115 af  
 Outflow = 2.39 cfs @ 12.16 hrs, Volume= 0.114 af, Atten= 7%, Lag= 1.5 min  
 Primary = 2.39 cfs @ 12.16 hrs, Volume= 0.114 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,013.04' @ 12.16 hrs Surf.Area= 0.017 ac Storage= 0.007 af

Plug-Flow detention time= 4.0 min calculated for 0.114 af (99% of inflow)  
 Center-of-Mass det. time= 2.9 min ( 786.6 - 783.7 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	<b>24.0" Vert. Orifice/Grate</b> C= 0.600

**Primary OutFlow** Max=2.34 cfs @ 12.16 hrs HW=1,013.04' (Free Discharge)  
 ↑1=Orifice/Grate (Orifice Controls 2.34 cfs @ 2.72 fps)

**Summary for Pond 10P: (new Pond)**

Inflow Area = 3.206 ac, 65.81% Impervious, Inflow Depth > 1.78" for 2-yr event  
 Inflow = 10.20 cfs @ 12.13 hrs, Volume= 0.474 af  
 Outflow = 0.28 cfs @ 14.40 hrs, Volume= 0.217 af, Atten= 97%, Lag= 136.4 min  
 Primary = 0.28 cfs @ 14.40 hrs, Volume= 0.217 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,012.97' @ 14.40 hrs Surf.Area= 0.344 ac Storage= 0.320 af

Plug-Flow detention time= 208.6 min calculated for 0.216 af (46% of inflow)  
 Center-of-Mass det. time= 144.6 min ( 912.9 - 768.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	1.541 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.314	0.000	0.000
1,013.50	0.361	0.506	0.506
1,014.00	0.377	0.184	0.691
1,016.00	0.473	0.850	1.541

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	<b>0.800 in/hr Exfiltration over Surface area</b>

**Primary OutFlow** Max=0.28 cfs @ 14.40 hrs HW=1,012.97' (Free Discharge)  
 ↖1=Exfiltration (Exfiltration Controls 0.28 cfs)

**Summary for Pond 20P: (new Pond)**

Inflow Area = 2.064 ac, 58.19% Impervious, Inflow Depth > 1.61" for 2-yr event  
 Inflow = 6.07 cfs @ 12.13 hrs, Volume= 0.277 af  
 Outflow = 0.16 cfs @ 14.95 hrs, Volume= 0.120 af, Atten= 97%, Lag= 169.2 min  
 Primary = 0.16 cfs @ 14.95 hrs, Volume= 0.120 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,013.00' @ 14.95 hrs Surf.Area= 0.199 ac Storage= 0.191 af

Plug-Flow detention time= 215.2 min calculated for 0.119 af (43% of inflow)  
 Center-of-Mass det. time= 150.3 min ( 924.4 - 774.1 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	0.929 af	<b>Custom Stage Data (Prismatic)</b> Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.166	0.000	0.000
1,013.50	0.215	0.286	0.286
1,014.00	0.231	0.112	0.397
1,016.00	0.301	0.532	0.929

9721\_pr

Prepared by wilk0260

HydroCAD® 10.00-26 s/n 02263 © 2020 HydroCAD Software Solutions LLC

MSE 24-hr 3 2-yr Rainfall=2.66"

Printed 1/4/2022

Page 9

---

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	<b>0.800 in/hr Exfiltration over Surface area</b>

**Primary OutFlow** Max=0.16 cfs @ 14.95 hrs HW=1,013.00' (Free Discharge)

↑**1=Exfiltration** (Exfiltration Controls 0.16 cfs)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1S: S</b>	Runoff Area=5.015 ac 4.59% Impervious Runoff Depth>1.90" Flow Length=317' Tc=19.1 min CN=81 Runoff=11.38 cfs 0.792 af
<b>Subcatchment 2S: NE</b>	Runoff Area=3.943 ac 73.57% Impervious Runoff Depth>2.96" Flow Length=318' Tc=21.0 min CN=93 Runoff=12.63 cfs 0.971 af
<b>Subcatchment 3S: NW</b>	Runoff Area=1.046 ac 31.45% Impervious Runoff Depth>2.31" Flow Length=375' Tc=6.0 min CN=86 Runoff=4.42 cfs 0.201 af
<b>Subcatchment 10S: (new Subcat)</b>	Runoff Area=3.206 ac 65.81% Impervious Runoff Depth>2.86" Tc=6.0 min CN=92 Runoff=15.95 cfs 0.765 af
<b>Subcatchment 20S: (new Subcat)</b>	Runoff Area=2.064 ac 58.19% Impervious Runoff Depth>2.67" Tc=6.0 min CN=90 Runoff=9.78 cfs 0.459 af
<b>Reach X: Sum to Draintile</b>	Inflow=11.33 cfs 2.156 af Outflow=11.33 cfs 2.156 af
<b>Pond 1P: (new Pond)</b>	Peak Elev=1,016.21' Storage=0.140 af Inflow=11.38 cfs 0.792 af Outflow=6.35 cfs 0.791 af
<b>Pond 2P: (new Pond)</b>	Peak Elev=1,015.96' Storage=0.279 af Inflow=12.63 cfs 0.971 af Outflow=4.57 cfs 0.970 af
<b>Pond 3P: (new Pond)</b>	Peak Elev=1,013.27' Storage=0.011 af Inflow=4.42 cfs 0.201 af Outflow=4.13 cfs 0.201 af
<b>Pond 10P: (new Pond)</b>	Peak Elev=1,013.65' Storage=0.559 af Inflow=15.95 cfs 0.765 af Outflow=0.29 cfs 0.251 af
<b>Pond 20P: (new Pond)</b>	Peak Elev=1,013.75' Storage=0.341 af Inflow=9.78 cfs 0.459 af Outflow=0.18 cfs 0.144 af

**Total Runoff Area = 15.274 ac Runoff Volume = 3.189 af Average Runoff Depth = 2.51"**  
**55.67% Pervious = 8.503 ac 44.33% Impervious = 6.771 ac**

**Summary for Subcatchment 1S: S**

Runoff = 11.38 cfs @ 12.29 hrs, Volume= 0.792 af, Depth> 1.90"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
4.785	80	>75% Grass cover, Good, HSG D
0.230	98	Paved parking, HSG D
5.015	81	Weighted Average
4.785		95.41% Pervious Area
0.230		4.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

**Summary for Subcatchment 2S: NE**

Runoff = 12.63 cfs @ 12.30 hrs, Volume= 0.971 af, Depth> 2.96"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
2.901	98	Paved parking, HSG D
1.042	80	>75% Grass cover, Good, HSG D
3.943	93	Weighted Average
1.042		26.43% Pervious Area
2.901		73.57% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
6.2	218	0.0069	0.58		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
21.0	318	Total			

**Summary for Subcatchment 3S: NW**

Runoff = 4.42 cfs @ 12.13 hrs, Volume= 0.201 af, Depth> 2.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
0.329	98	Paved parking, HSG D
0.717	80	>75% Grass cover, Good, HSG D
1.046	86	Weighted Average
0.717		68.55% Pervious Area
0.329		31.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

**Summary for Subcatchment 10S: (new Subcat)**

Runoff = 15.95 cfs @ 12.13 hrs, Volume= 0.765 af, Depth> 2.86"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
2.110	98	Paved parking, HSG D
1.096	80	>75% Grass cover, Good, HSG D
3.206	92	Weighted Average
1.096		34.19% Pervious Area
2.110		65.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					<b>Direct Entry, min Tc</b>

**Summary for Subcatchment 20S: (new Subcat)**

Runoff = 9.78 cfs @ 12.13 hrs, Volume= 0.459 af, Depth> 2.67"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.84"

Area (ac)	CN	Description
1.201	98	Paved parking, HSG D
0.863	80	>75% Grass cover, Good, HSG D
2.064	90	Weighted Average
0.863		41.81% Pervious Area
1.201		58.19% Impervious Area



Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

**Summary for Reach X: Sum to Draintile**

Inflow Area = 14.228 ac, 45.28% Impervious, Inflow Depth > 1.82" for 10-yr event  
 Inflow = 11.33 cfs @ 12.55 hrs, Volume= 2.156 af  
 Outflow = 11.33 cfs @ 12.55 hrs, Volume= 2.156 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

**Summary for Pond 1P: (new Pond)**

Inflow Area = 5.015 ac, 4.59% Impervious, Inflow Depth > 1.90" for 10-yr event  
 Inflow = 11.38 cfs @ 12.29 hrs, Volume= 0.792 af  
 Outflow = 6.35 cfs @ 12.52 hrs, Volume= 0.791 af, Atten= 44%, Lag= 13.6 min  
 Primary = 6.35 cfs @ 12.52 hrs, Volume= 0.791 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,016.21' @ 12.52 hrs Surf.Area= 0.359 ac Storage= 0.140 af

Plug-Flow detention time= 8.0 min calculated for 0.789 af (100% of inflow)  
 Center-of-Mass det. time= 7.6 min ( 801.9 - 794.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	1.934 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.680	0.478	0.553
1,018.00	2.081	1.380	1.934

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	<b>6.0" Horiz. Orifice/Grate X 8.00</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=6.34 cfs @ 12.52 hrs HW=1,016.20' (Free Discharge)  
 ←1=Orifice/Grate (Orifice Controls 6.34 cfs @ 4.04 fps)

**Summary for Pond 2P: (new Pond)**

Inflow Area = 3.943 ac, 73.57% Impervious, Inflow Depth > 2.96" for 10-yr event  
 Inflow = 12.63 cfs @ 12.30 hrs, Volume= 0.971 af  
 Outflow = 4.57 cfs @ 12.67 hrs, Volume= 0.970 af, Atten= 64%, Lag= 21.8 min  
 Primary = 4.57 cfs @ 12.67 hrs, Volume= 0.970 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 1,015.96' @ 12.67 hrs Surf.Area= 0.372 ac Storage= 0.279 af

Plug-Flow detention time= 22.1 min calculated for 0.970 af (100% of inflow)  
Center-of-Mass det. time= 21.6 min ( 791.0 - 769.4 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,014.50'	0.830 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,014.50	0.010	0.000	0.000
1,016.00	0.381	0.293	0.293
1,017.00	0.692	0.537	0.830

Device	Routing	Invert	Outlet Devices
#1	Primary	1,014.50'	<b>12.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=4.57 cfs @ 12.67 hrs HW=1,015.96' (Free Discharge)  
 ↳1=Orifice/Grate (Orifice Controls 4.57 cfs @ 5.82 fps)

### Summary for Pond 3P: (new Pond)

Inflow Area = 1.046 ac, 31.45% Impervious, Inflow Depth > 2.31" for 10-yr event  
 Inflow = 4.42 cfs @ 12.13 hrs, Volume= 0.201 af  
 Outflow = 4.13 cfs @ 12.16 hrs, Volume= 0.201 af, Atten= 7%, Lag= 1.4 min  
 Primary = 4.13 cfs @ 12.16 hrs, Volume= 0.201 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,013.27' @ 12.16 hrs Surf.Area= 0.021 ac Storage= 0.011 af

Plug-Flow detention time= 3.5 min calculated for 0.200 af (99% of inflow)  
Center-of-Mass det. time= 2.6 min ( 777.1 - 774.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	<b>24.0" Vert. Orifice/Grate</b> C= 0.600

**Primary OutFlow** Max=4.06 cfs @ 12.16 hrs HW=1,013.26' (Free Discharge)  
 ↳1=Orifice/Grate (Orifice Controls 4.06 cfs @ 3.15 fps)

**Summary for Pond 10P: (new Pond)**

Inflow Area = 3.206 ac, 65.81% Impervious, Inflow Depth > 2.86" for 10-yr event  
 Inflow = 15.95 cfs @ 12.13 hrs, Volume= 0.765 af  
 Outflow = 0.29 cfs @ 15.10 hrs, Volume= 0.251 af, Atten= 98%, Lag= 178.6 min  
 Primary = 0.29 cfs @ 15.10 hrs, Volume= 0.251 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,013.65' @ 15.10 hrs Surf.Area= 0.366 ac Storage= 0.559 af

Plug-Flow detention time= 205.1 min calculated for 0.251 af (33% of inflow)  
 Center-of-Mass det. time= 125.2 min ( 885.2 - 760.0 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	1.541 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.314	0.000	0.000
1,013.50	0.361	0.506	0.506
1,014.00	0.377	0.184	0.691
1,016.00	0.473	0.850	1.541

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	<b>0.800 in/hr Exfiltration over Surface area</b>

**Primary OutFlow** Max=0.29 cfs @ 15.10 hrs HW=1,013.65' (Free Discharge)  
 ↳1=Exfiltration (Exfiltration Controls 0.29 cfs)

**Summary for Pond 20P: (new Pond)**

Inflow Area = 2.064 ac, 58.19% Impervious, Inflow Depth > 2.67" for 10-yr event  
 Inflow = 9.78 cfs @ 12.13 hrs, Volume= 0.459 af  
 Outflow = 0.18 cfs @ 15.11 hrs, Volume= 0.144 af, Atten= 98%, Lag= 179.0 min  
 Primary = 0.18 cfs @ 15.11 hrs, Volume= 0.144 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,013.75' @ 15.11 hrs Surf.Area= 0.223 ac Storage= 0.341 af

Plug-Flow detention time= 214.6 min calculated for 0.144 af (31% of inflow)  
 Center-of-Mass det. time= 137.2 min ( 902.7 - 765.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	0.929 af	<b>Custom Stage Data (Prismatic)</b> Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.166	0.000	0.000
1,013.50	0.215	0.286	0.286
1,014.00	0.231	0.112	0.397
1,016.00	0.301	0.532	0.929

9721\_pr

Prepared by wilk0260

HydroCAD® 10.00-26 s/n 02263 © 2020 HydroCAD Software Solutions LLC

MSE 24-hr 3 10-yr Rainfall=3.84"

Printed 1/4/2022

Page 16

---

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	<b>0.800 in/hr Exfiltration over Surface area</b>

**Primary OutFlow** Max=0.18 cfs @ 15.11 hrs HW=1,013.75' (Free Discharge)  
↑**1=Exfiltration** (Exfiltration Controls 0.18 cfs)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1S: S</b>	Runoff Area=5.015 ac 4.59% Impervious Runoff Depth>4.08" Flow Length=317' Tc=19.1 min CN=81 Runoff=24.11 cfs 1.705 af
<b>Subcatchment 2S: NE</b>	Runoff Area=3.943 ac 73.57% Impervious Runoff Depth>5.39" Flow Length=318' Tc=21.0 min CN=93 Runoff=22.26 cfs 1.770 af
<b>Subcatchment 3S: NW</b>	Runoff Area=1.046 ac 31.45% Impervious Runoff Depth>4.63" Flow Length=375' Tc=6.0 min CN=86 Runoff=8.49 cfs 0.403 af
<b>Subcatchment 10S: (new Subcat)</b>	Runoff Area=3.206 ac 65.81% Impervious Runoff Depth>5.29" Tc=6.0 min CN=92 Runoff=28.25 cfs 1.413 af
<b>Subcatchment 20S: (new Subcat)</b>	Runoff Area=2.064 ac 58.19% Impervious Runoff Depth>5.07" Tc=6.0 min CN=90 Runoff=17.76 cfs 0.872 af
<b>Reach X: Sum to Draintile</b>	Inflow=15.04 cfs 3.985 af Outflow=15.04 cfs 3.985 af
<b>Pond 1P: (new Pond)</b>	Peak Elev=1,016.89' Storage=0.482 af Inflow=24.11 cfs 1.705 af Outflow=8.92 cfs 1.704 af
<b>Pond 2P: (new Pond)</b>	Peak Elev=1,016.70' Storage=0.639 af Inflow=22.26 cfs 1.770 af Outflow=5.62 cfs 1.768 af
<b>Pond 3P: (new Pond)</b>	Peak Elev=1,013.65' Storage=0.021 af Inflow=8.49 cfs 0.403 af Outflow=7.91 cfs 0.403 af
<b>Pond 10P: (new Pond)</b>	Peak Elev=1,015.04' Storage=1.108 af Inflow=28.25 cfs 1.413 af Outflow=0.34 cfs 0.322 af
<b>Pond 20P: (new Pond)</b>	Peak Elev=1,015.11' Storage=0.691 af Inflow=17.76 cfs 0.872 af Outflow=0.22 cfs 0.191 af

**Total Runoff Area = 15.274 ac Runoff Volume = 6.164 af Average Runoff Depth = 4.84"**  
**55.67% Pervious = 8.503 ac 44.33% Impervious = 6.771 ac**

**Summary for Subcatchment 1S: S**

Runoff = 24.11 cfs @ 12.28 hrs, Volume= 1.705 af, Depth> 4.08"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
4.785	80	>75% Grass cover, Good, HSG D
0.230	98	Paved parking, HSG D
5.015	81	Weighted Average
4.785		95.41% Pervious Area
0.230		4.59% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.3	217	0.0143	0.84		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
19.1	317	Total			

**Summary for Subcatchment 2S: NE**

Runoff = 22.26 cfs @ 12.30 hrs, Volume= 1.770 af, Depth> 5.39"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
2.901	98	Paved parking, HSG D
1.042	80	>75% Grass cover, Good, HSG D
3.943	93	Weighted Average
1.042		26.43% Pervious Area
2.901		73.57% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.8	100	0.0090	0.11		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
6.2	218	0.0069	0.58		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
21.0	318	Total			

**Summary for Subcatchment 3S: NW**

Runoff = 8.49 cfs @ 12.13 hrs, Volume= 0.403 af, Depth> 4.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
0.329	98	Paved parking, HSG D
0.717	80	>75% Grass cover, Good, HSG D
1.046	86	Weighted Average
0.717		68.55% Pervious Area
0.329		31.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.8	23	0.0870	0.21		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.66"
4.2	352	0.0085	1.38		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
6.0	375	Total			

**Summary for Subcatchment 10S: (new Subcat)**

Runoff = 28.25 cfs @ 12.13 hrs, Volume= 1.413 af, Depth> 5.29"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
2.110	98	Paved parking, HSG D
1.096	80	>75% Grass cover, Good, HSG D
3.206	92	Weighted Average
1.096		34.19% Pervious Area
2.110		65.81% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					<b>Direct Entry, min Tc</b>

**Summary for Subcatchment 20S: (new Subcat)**

Runoff = 17.76 cfs @ 12.13 hrs, Volume= 0.872 af, Depth> 5.07"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 100-yr Rainfall=6.40"

Area (ac)	CN	Description
1.201	98	Paved parking, HSG D
0.863	80	>75% Grass cover, Good, HSG D
2.064	90	Weighted Average
0.863		41.81% Pervious Area
1.201		58.19% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, min Tc

**Summary for Reach X: Sum to Draintile**

Inflow Area = 14.228 ac, 45.28% Impervious, Inflow Depth > 3.36" for 100-yr event  
 Inflow = 15.04 cfs @ 12.66 hrs, Volume= 3.985 af  
 Outflow = 15.04 cfs @ 12.66 hrs, Volume= 3.985 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

**Summary for Pond 1P: (new Pond)**

Inflow Area = 5.015 ac, 4.59% Impervious, Inflow Depth > 4.08" for 100-yr event  
 Inflow = 24.11 cfs @ 12.28 hrs, Volume= 1.705 af  
 Outflow = 8.92 cfs @ 12.62 hrs, Volume= 1.704 af, Atten= 63%, Lag= 20.5 min  
 Primary = 8.92 cfs @ 12.62 hrs, Volume= 1.704 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,016.89' @ 12.62 hrs Surf.Area= 0.636 ac Storage= 0.482 af

Plug-Flow detention time= 19.4 min calculated for 1.704 af (100% of inflow)  
 Center-of-Mass det. time= 19.1 min ( 800.9 - 781.8 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,015.50'	1.934 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,015.50	0.025	0.000	0.000
1,016.00	0.276	0.075	0.075
1,017.00	0.680	0.478	0.553
1,018.00	2.081	1.380	1.934

Device	Routing	Invert	Outlet Devices
#1	Primary	1,015.50'	<b>6.0" Horiz. Orifice/Grate X 8.00</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=8.92 cfs @ 12.62 hrs HW=1,016.89' (Free Discharge)  
 ←1=Orifice/Grate (Orifice Controls 8.92 cfs @ 5.68 fps)

**Summary for Pond 2P: (new Pond)**

Inflow Area = 3.943 ac, 73.57% Impervious, Inflow Depth > 5.39" for 100-yr event  
 Inflow = 22.26 cfs @ 12.30 hrs, Volume= 1.770 af  
 Outflow = 5.62 cfs @ 12.77 hrs, Volume= 1.768 af, Atten= 75%, Lag= 28.5 min  
 Primary = 5.62 cfs @ 12.77 hrs, Volume= 1.768 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs



Peak Elev= 1,016.70' @ 12.77 hrs Surf.Area= 0.600 ac Storage= 0.639 af

Plug-Flow detention time= 41.4 min calculated for 1.762 af (100% of inflow)  
Center-of-Mass det. time= 40.7 min ( 800.2 - 759.4 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,014.50'	0.830 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,014.50	0.010	0.000	0.000
1,016.00	0.381	0.293	0.293
1,017.00	0.692	0.537	0.830

Device	Routing	Invert	Outlet Devices
#1	Primary	1,014.50'	<b>12.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads

**Primary OutFlow** Max=5.61 cfs @ 12.77 hrs HW=1,016.70' (Free Discharge)  
 ↳1=Orifice/Grate (Orifice Controls 5.61 cfs @ 7.15 fps)

**Summary for Pond 3P: (new Pond)**

Inflow Area = 1.046 ac, 31.45% Impervious, Inflow Depth > 4.63" for 100-yr event  
 Inflow = 8.49 cfs @ 12.13 hrs, Volume= 0.403 af  
 Outflow = 7.91 cfs @ 12.15 hrs, Volume= 0.403 af, Atten= 7%, Lag= 1.5 min  
 Primary = 7.91 cfs @ 12.15 hrs, Volume= 0.403 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,013.65' @ 12.15 hrs Surf.Area= 0.029 ac Storage= 0.021 af

Plug-Flow detention time= 3.0 min calculated for 0.403 af (100% of inflow)  
 Center-of-Mass det. time= 2.3 min ( 764.9 - 762.6 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.40'	0.534 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.40	0.005	0.000	0.000
1,014.00	0.035	0.032	0.032
1,016.00	0.191	0.226	0.258
1,017.00	0.360	0.275	0.534

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.40'	<b>24.0" Vert. Orifice/Grate</b> C= 0.600

**Primary OutFlow** Max=7.82 cfs @ 12.15 hrs HW=1,013.65' (Free Discharge)  
 ↳1=Orifice/Grate (Orifice Controls 7.82 cfs @ 3.80 fps)

**Summary for Pond 10P: (new Pond)**

Inflow Area = 3.206 ac, 65.81% Impervious, Inflow Depth > 5.29" for 100-yr event  
 Inflow = 28.25 cfs @ 12.13 hrs, Volume= 1.413 af  
 Outflow = 0.34 cfs @ 16.83 hrs, Volume= 0.322 af, Atten= 99%, Lag= 281.9 min  
 Primary = 0.34 cfs @ 16.83 hrs, Volume= 0.322 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,015.04' @ 16.83 hrs Surf.Area= 0.427 ac Storage= 1.108 af

Plug-Flow detention time= 211.1 min calculated for 0.322 af (23% of inflow)  
 Center-of-Mass det. time= 96.2 min ( 845.7 - 749.6 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	1.541 af	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.314	0.000	0.000
1,013.50	0.361	0.506	0.506
1,014.00	0.377	0.184	0.691
1,016.00	0.473	0.850	1.541

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	<b>0.800 in/hr Exfiltration over Surface area</b>

**Primary OutFlow** Max=0.34 cfs @ 16.83 hrs HW=1,015.04' (Free Discharge)  
 ↑1=Exfiltration (Exfiltration Controls 0.34 cfs)

**Summary for Pond 20P: (new Pond)**

Inflow Area = 2.064 ac, 58.19% Impervious, Inflow Depth > 5.07" for 100-yr event  
 Inflow = 17.76 cfs @ 12.13 hrs, Volume= 0.872 af  
 Outflow = 0.22 cfs @ 16.90 hrs, Volume= 0.191 af, Atten= 99%, Lag= 286.4 min  
 Primary = 0.22 cfs @ 16.90 hrs, Volume= 0.191 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 1,015.11' @ 16.90 hrs Surf.Area= 0.270 ac Storage= 0.691 af

Plug-Flow detention time= 222.1 min calculated for 0.191 af (22% of inflow)  
 Center-of-Mass det. time= 112.8 min ( 867.1 - 754.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,012.00'	0.929 af	<b>Custom Stage Data (Prismatic)</b> Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1,012.00	0.166	0.000	0.000
1,013.50	0.215	0.286	0.286
1,014.00	0.231	0.112	0.397
1,016.00	0.301	0.532	0.929

9721\_pr

Prepared by wilk0260

HydroCAD® 10.00-26 s/n 02263 © 2020 HydroCAD Software Solutions LLC

MSE 24-hr 3 100-yr Rainfall=6.40"

Printed 1/4/2022

Page 23

---

Device	Routing	Invert	Outlet Devices
#1	Primary	1,012.00'	<b>0.800 in/hr Exfiltration over Surface area</b>

**Primary OutFlow** Max=0.22 cfs @ 16.90 hrs HW=1,015.11' (Free Discharge)  
↑**1=Exfiltration** (Exfiltration Controls 0.22 cfs)

## APPENDIX C

PROJECT NAME: Kwik Trip Convenience Store 1203  
 PROJECT LOCATION: Redwood Falls, MN  
 CARLSON PROJECT NO.: 9721-00  
 DATE: 2/4/22  
 BY: JTR

DESIGN CRITERIA	
Storm Frequency	10 year
Manning's "n"	0.013
"C" coefficient	varies



**PROPOSED CONDITIONS STORM SEWER DESIGN**

LOCATION		MH SIZE	AREA			"C" COEFFICIENT			GENERAL		DESIGN						PROFILE INFORMATION			
CBMH (from)	CBMH (to)	Diameter (in)	Impervious (sf)	Pervious (sf)	Total Area (ac)	Inc. "C"	Inc. CA	Cum. CA	T (min)	I (in/hr)	Q = CAI (cfs)	D (in)	% Grade	Q <sub>full</sub> (cfs)	V <sub>full</sub> (fps)	L (ft)	Invert (in)	Invert (out)	Rim El.	Build (ft)
DT3	DT2	na	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	6	0.50%	0.40	2.02	150	1010.51	1009.76	1012.00	1.50
DT2	114	na	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	6	0.50%	0.40	2.02	280	1010.30	1008.90	1012.00	1.70
DT1	112	na	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	6	0.50%	0.40	2.02	226	1008.73	1007.60	1012.00	3.27
114	110	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	12	0.50%	2.52	3.21	212	1008.50	1007.44	1017.50	9.00
113	112	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	15	0.10%	2.04	1.66	235	1007.54	1007.30	1014.50	6.96
112	111	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	15	0.10%	2.04	1.66	204	1007.30	1007.10	1017.50	10.20
111	110	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	15	0.10%	2.04	1.66	99	1007.10	1007.00	1017.00	9.90
110	ex	48	0	0	0.00	0.00	0.00	0.00	10	5.8	0.00	14	0.67%	4.39	4.11	359	1007.00	1004.60	1016.50	9.50
C1C	R11	na	900	0	0.02	0.90	0.02	0.02	10	5.8	0.11	4	2.00%	0.27	3.08	32	1015.30	1014.66	1019.07	3.77
C1B	R11	na	2000	0	0.05	0.90	0.04	0.04	10	5.8	0.24	4	2.00%	0.27	3.08	32	1015.14	1014.50	1019.07	3.93
C1A	R11	na	1900	0	0.04	0.90	0.04	0.04	10	5.8	0.23	4	2.00%	0.27	3.08	32	1014.84	1014.20	1019.07	4.23
R11	R10	na	0	0	0.00	0.00	0.00	0.10	10	5.8	0.58	10	0.60%	1.70	3.11	81	1014.41	1013.92	1018.70	4.29
R10	107	na	0	0	0.00	0.00	0.00	0.10	10	5.8	0.58	10	0.60%	1.70	3.11	70	1013.92	1013.50	1018.70	4.78
109	108	24 x 36	13743	525	0.33	0.87	0.29	0.29	10	5.8	1.66	12	2.00%	5.03	6.41	10	1013.76	1013.56	1017.19	3.43
108	107	48	13742	524	0.33	0.87	0.29	0.57	10	5.8	3.32	15	0.35%	3.82	3.11	95	1013.39	1013.06	1017.13	3.74
107	fes	48	15952	48	0.37	0.90	0.33	1.00	10	5.8	5.81	18	0.35%	6.21	3.51	17	1013.06	1013.00	1017.13	4.07
R1H	R9	na	1253	0	0.03	0.90	0.03	0.03	10	5.8	0.00	6	2.00%	0.79	4.04	7	1016.23	1016.09	1021.00	4.77
R1G	R9	na	5542	0	0.13	0.90	0.11	0.11	10	5.8	0.00	6	2.00%	0.79	4.04	7	1015.93	1015.79	1021.00	5.07
R1F	R8	na	1060	0	0.02	0.90	0.02	0.02	10	5.8	0.13	6	2.00%	0.79	4.04	9	1015.77	1015.59	1021.00	5.23
R1E	R6	na	681	0	0.02	0.90	0.01	0.01	10	5.8	0.00	6	2.00%	0.79	4.04	5	1015.04	1014.94	1020.33	5.29
R1D	R6	na	703	0	0.02	0.90	0.01	0.01	10	5.8	0.08	6	2.00%	0.79	4.04	5	1014.42	1014.32	1020.33	5.91
R1C	R5	na	1459	0	0.03	0.90	0.03	0.03	10	5.8	0.17	6	2.00%	0.79	4.04	18	1015.73	1015.37	1021.00	5.27
R1B	R4	na	1022	0	0.02	0.90	0.02	0.02	10	5.8	0.12	6	2.00%	0.79	4.04	18	1015.19	1014.83	1021.00	5.81
R1A	R4	na	760	0	0.02	0.90	0.02	0.02	10	5.8	0.00	6	2.00%	0.79	4.04	18	1014.68	1014.32	1020.33	5.65
R9	R8	na	0	0	0.00	0.00	0.00	0.14	10	5.8	0.81	10	0.60%	1.70	3.11	83	1015.92	1015.42	1020.80	4.88
R8	R7	na	0	0	0.00	0.00	0.00	0.16	10	5.8	0.94	10	0.60%	1.70	3.11	45	1015.42	1015.15	1020.30	4.88
R7	R6	na	0	0	0.00	0.00	0.00	0.16	10	5.8	0.94	10	1.00%	2.19	4.01	38	1015.15	1014.77	1019.90	4.75
R6	105	na	0	0	0.00	0.00	0.00	0.19	10	5.8	1.11	10	1.00%	2.19	4.01	85	1014.77	1013.92	1019.80	5.03
R5	R4	na	0	0	0.00	0.00	0.00	0.03	10	5.8	0.17	10	1.00%	2.19	4.01	54	1015.20	1014.66	1020.60	5.40
R4	105	na	0	0	0.00	0.00	0.00	0.07	10	5.8	0.39	10	1.00%	2.19	4.01	74	1014.66	1013.92	1020.60	5.94
106	105	24 x 36	10658	188	0.25	0.89	0.22	0.48	10	5.8	2.78	12	0.50%	2.52	3.21	68	1014.73	1014.39	1018.23	3.50
105	fes	48	0	0	0.00	0.00	0.00	0.48	10	5.8	2.78	12	1.00%	3.56	4.53	31	1013.81	1013.50	1019.50	5.69
C2B	R3	na	840	0	0.02	0.90	0.02	0.02	10	5.8	0.10	4	2.00%	0.27	3.08	28	1015.59	1015.03	1020.10	4.51
C2A	R3	na	840	0	0.02	0.90	0.02	0.02	10	5.8	0.10	4	2.00%	0.27	3.08	28	1015.34	1014.78	1019.40	4.06
R3	R2	na	0	0	0.00	0.00	0.00	0.03	10	5.8	0.20	10	0.60%	1.70	3.11	47	1014.78	1014.50	1020.00	5.22
R2	R3	na	0	0	0.00	0.00	0.00	0.03	10	5.8	0.20	10	0.60%	1.70	3.11	67	1014.50	1014.09	1019.20	4.70
R1	103	na	0	0	0.00	0.00	0.00	0.03	10	5.8	0.20	10	0.60%	1.70	3.11	24	1014.09	1013.95	1018.42	4.33
104	103	24 x 36	18069	0	0.41	0.90	0.37	0.37	10	5.8	2.17	12	0.45%	2.39	3.04	187	1014.68	1013.84	1018.13	3.45
103	101	72	14793	0	0.34	0.90	0.31	0.71	10	5.8	4.14	18	0.30%	5.75	3.25	123	1013.51	1013.14	1017.53	4.02
102	101	24 x 36	17217	0	0.40	0.90	0.36	0.36	10	5.8	2.06	12	0.45%	2.39	3.04	92	1013.55	1013.14	1016.53	2.98
101	fes	48	11436	1191	0.29	0.83	0.24	1.31	10	5.8	7.60	18	0.55%	7.78	4.40	25	1013.14	1013.00	1017.33	4.19



PROJECT NAME: Kwik Trip 1203  
 PROJECT LOCATION: Redwood Falls, MN  
 CARLSON MCCAIN PROJECT NO.: 9721  
 DATE: 1/3/22  
 BY: JTR

**POND DESIGN - POND 10 - FILTRATION BASIN**

COVER DESCRIPTION	CN	AREA	Product of CN & AREA
Impervious	98	2.110	206.78
Pervious - Grass	39	1.096	42.74
Totals		3.206	249.52
Weighted CN	78		

**REQUIRED POND TREATMENT VOLUME**

Water Quality Volume (1" Runoff - Impervious Area)    **0.176**    acre-feet

**ACTUAL POND TREATMENT VOLUME**

<u>Filtration Volume</u>		
	Elevation	Area (ac.)    Volume (af)
	1013.5	0.361    0.506
Invert	1012	0.314
Total		<b>0.506</b> acre-feet



PROJECT NAME: Kwik Trip 1203  
 PROJECT LOCATION: Redwood Falls, MN  
 CARLSON MCCAIN PROJECT NO.: 9721  
 DATE: 1/3/22  
 BY: JTR

**POND DESIGN - POND 20 - FILTRATION BASIN**

COVER DESCRIPTION	CN	AREA	Product of CN & AREA
Impervious	98	1.201	117.70
Pervious - Grass	39	0.863	33.66
Totals		2.064	151.36
Weighted CN	73		

**REQUIRED POND TREATMENT VOLUME**

Water Quality Volume (1" Runoff - Impervious Area)    **0.100**    acre-feet

**ACTUAL POND TREATMENT VOLUME**

<u>Filtration Volume</u>			
	Elevation	Area (ac.)	Volume (af)
	1013.5	0.215	0.286
Invert	1012	0.166	
		<b>Total</b>	<b>0.286</b> acre-feet

## APPENDIX D





F:\2021\B2104135\CAD\B2104135.dwg, Geo, 6/29/2021 4:26:07 PM



Drawing Information

Project No:  
B2104135  
Drawing No:  
B2104135  
Drawn By: BJB  
Date Drawn: 6/7/21  
Checked By: NR  
Last Modified: 6/29/21

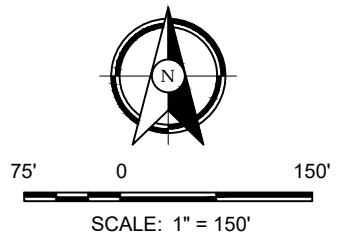
Project Information

Proposed Kwik  
Trip #1203  
SE Corner of Hwy 1 &  
East Bridge Street

Redwood Falls,  
Minnesota

Soil Boring  
Location Sketch

● DENOTES APPROXIMATE LOCATION OF  
STANDARD PENETRATION TEST BORING



See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota				BORING: <b>ST-1</b>			
DRILLER: J. Tatro				LOGGED BY: R. Jett			
SURFACE ELEVATION: 1016.7 ft		RIG: 7507		METHOD: 3 1/4" HSA			
NORTHING: 226247		EASTING: 540789		START DATE: 06/20/21			
END DATE: 06/20/21		SURFACING: Gravel		WEATHER: 68°, sunny			
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1016.1		APPARENT AGGREGATE BASE					
0.6		SANDY LEAN CLAY (CL), organic, black, moist (BURIED TOPSOIL)					
1013.2		CLAYEY SAND (SC), gray and dark brown, moist, stiff (GLACIOFLUVIUM)	5	2-4-3 (7) 16"	0.3		Soil sample (2.5'-5') at 12:45 collected for analytical testing
3.5				3-4-5 (9) 16"	0.4		
1010.2		SILTY SAND (SM), fine to coarse-grained, dark brown, moist to wet, loose (GLACIAL OUTWASH)					
6.5			10	2-3-5 (8) 16"	0.4	19	
				3-3-3 (6) 16"	0.3		Water sample at 13:10 collected for analytical testing
1002.7				2-4-2 (6) 16"	0.4		
14.0		POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, gray, wet, loose (GLACIAL OUTWASH)	15	4-3-4 (7) 16"	0.3		Temporary well installed with screen set from 15 to 20 feet
				2-1-7 (8) 18"	0.2		
995.7		END OF BORING					Water observed at 10.0 feet while drilling.
21.0		Boring then backfilled with bentonite grout					
			25				Water observed at 16.9 feet at end of drilling.
			30				Water measured at a depth of 16.70 feet in temporary well.
							Boring elevations and surface elevations were measured by Braun Intertec using GPS technology

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota				BORING: <b>ST-2</b>			
DRILLER: J. Tatro				LOGGED BY: R. Jett			
SURFACE ELEVATION: 1015.9 ft		RIG: 7507		METHOD: 3 1/4" HSA		SURFACING: Grass/Gravel	
Elev./Depth ft		Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)		Blows (N-Value) Recovery		PID ppm	
Water Level		Sample		MC %		Tests or Remarks	
1015.5	0.4	APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
1013.9	2.0	SILTY SAND (SM), fine to medium-grained, little Gravel, trace roots, dark brown, moist (BURIED TOPSOIL)		3-4-5 (9) 16"	1.1		Soil sample (2.5'-5') at 13:40 collected for analytical testing
1011.4	4.5	POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, gray, moist, loose (GLACIAL OUTWASH)	5	5-3-3 (6) 16"	0.6	23	
		SANDY LEAN CLAY (CL), contains seams of Silt, trace Gravel, gray to brown, moist, medium to stiff (GLACIAL TILL)		4-7-7 (14) 16"	0.5		
			10	2-4-6 (10) 16"	0.5		
1004.4	11.5	SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium (GLACIAL TILL)		2-2-5 (7) 16"	0.4		Water sample at 16:55 collected for analytical testing
			15	2-2-3 (5) 16"	0.1		Temporary well installed with screen set from 15 to 20 feet
			20	2-3-4 (7) 16"	0.1	15	Water measured at a depth of 19.9 feet in temporary well
994.9	21.0	END OF BORING					Water observed at 19.0 feet while drilling.
		Boring then backfilled with bentonite grout					Water measured at a depth of 14.90 feet in temporary well when rechecked 3 hours after installation.
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

<b>Project Number B2104135</b>					<b>BORING: ST-3</b>		
<b>Geotechnical &amp; Environmental Evaluation</b>					LOCATION: See attached sketch		
<b>Proposed Kwik Trip #1203</b>					NORTHING: 226273 EASTING: 540975		
<b>Southeast corner of E. Bridge Street &amp; Hwy 1</b>					START DATE: 06/20/21 END DATE: 06/20/21		
<b>Redwood Falls, Minnesota</b>					DRILLER: J. Tatro LOGGED BY: R. Jett SURFACING: Gravel WEATHER: 68°, sunny		
SURFACE ELEVATION: 1015.9 ft		RIG: 7507		METHOD: 3 1/4" HSA			
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1015.5		APPARENT AGGREGATE BASE					
0.4		FILL: POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, trace Gravel, dark brown, moist					
1013.9		FILL: CLAYEY SAND (SC), trace Gravel, trace organic, black, moist		2-4-6 (10) 16"	0.4	25	Soil sample (2.5'-5') at 14:25 collected for analytical testing OC=5%
2.0							
1011.4		SILTY SAND (SM), fine to medium-grained, trace Gravel, brown, moist, loose (GLACIOFLUVIUM)	5	2-3-5 (8) 16"	0.7		
4.5		SILTY SAND (SM), fine to coarse-grained, dark brown, wet, very loose to loose (GLACIOFLUVIUM)		1-2-2 (4) 16"	0.6		Temporary well installed with screen set from 7 to 12 feet
1009.4							
6.5			10	2-2-4 (6) 16"	0.8		
1004.4		POORLY GRADED SAND (SP), fine to coarse-grained, trace Gravel, brown, wet, loose (GLACIAL OUTWASH)		6-4-4 (8) 16"	0.2		Water sample at 14:40 collected for analytical testing
11.5							
1001.9		SANDY LEAN CLAY (CL), contains seams of Poorly Graded Sand, trace Gravel, dark gray, wet, medium (GLACIAL TILL)	15	6-4-2 (6) 16"	0.3		
14.0							
994.9			20	2-2-3 (5) 16"	0.3		
21.0		END OF BORING					Water observed at 7.5 feet while drilling.
		Boring then backfilled with bentonite grout					
			25				Water measured at a depth of 7.40 feet in temporary well.
			30				

See Descriptive Terminology sheet for explanation of abbreviations

<b>Project Number B2104135</b>					<b>BORING: ST-4</b>		
<b>Geotechnical &amp; Environmental Evaluation</b>					LOCATION: See attached sketch		
<b>Proposed Kwik Trip #1203</b>					NORTHING: 226263 EASTING: 541083		
<b>Southeast corner of E. Bridge Street &amp; Hwy 1</b>					START DATE: 06/20/21 END DATE: 06/20/21		
<b>Redwood Falls, Minnesota</b>					SURFACING: Gravel WEATHER: 68°, sunny		
DRILLER: J. Tatro		LOGGED BY: R. Jett		SURFACE ELEVATION: 1015.5 ft		RIG: 7507	
				METHOD: 3 1/4" HSA			
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1014.8		APPARENT AGGREGATE BASE					
0.8		FILL: CLAYEY SAND (SC), trace Gravel, brown to light brown, moist		1-1-3-4 (4) 12"	0.2		Soil sample (2.5'-5') at 15:25 collected for analytical testing
1011.5		<i>With a dark brown to black layer</i>		2-3-2-3 (5) 16"	0.2	23	
4.0		SANDY LEAN CLAY (CL), trace Gravel, gray, moist, medium to stiff (GLACIAL TILL)	5	4-5-7-7 (12) 16"	1.4		q <sub>p</sub> =2.5 tsf
1007.5		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, stiff (GLACIAL TILL)		4-5-7-7 (12) 18"	0.7		
8.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, stiff to medium (GLACIAL TILL)	10	4-4-6-7 (10) 18"	0.6		
1005.5				6-6-7-6 (13) 18"	0.1		
10.0			15	3-4-4-5 (8) 18"	0.3		
995.5				5-5-6-7 (11) 18"	0.4		Water not observed while drilling.
20.0		END OF BORING	20	4-4-6-7 (10) 18"	0.2		
		Boring then backfilled with bentonite grout					
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota				BORING: <b>ST-5</b>			
DRILLER: J. Tatro				LOGGED BY: R. Jett			
SURFACE ELEVATION: 1016.1 ft		RIG: 7507		METHOD: 3 1/4" HSA			
NORTHING: 226109		EASTING: 540851		START DATE: 06/20/21			
END DATE: 06/20/21		SURFACING: Grass/Gravel		WEATHER: 68°, sunny			
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1014.5		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
1013.6	1.7	FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, trace organic, black, moist		4-5-6 (11) 16"	0.8		Soil sample (2.5'-5') at 16:05 collected for analytical testing
1011.6	2.5	FILL: SILTY SAND (SM), fine to medium-grained, light brown to gray, moist		3-4-4 (8) 16"	1.3		
1009.1	4.5	POORLY GRADED SAND (SP), fine to medium-grained, trace Gravel, light brown, moist, loose (GLACIOFLUVIUM)	5	3-4-3 (7) 16"	0.5	36	Temporary well installed with screen set from 10 to 20 feet Water sample at 16:45 collected for analytical testing
1006.6	7.0	SILTY SAND (SM), fine to medium-grained, trace Gravel, gray, wet, loose (GLACIOFLUVIUM)		3-4-4 (8) 16"	0.6		
1002.1	9.5	SANDY LEAN CLAY (CL), trace Gravel, gray to brown, moist, medium to stiff (GLACIAL TILL)	10	2-3-6 (9) 16"	0.4		
995.1	14.0	SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, stiff to medium (GLACIAL TILL)	15	3-4-5 (9) 16"	0.8		Water observed at 7.5 feet while drilling.  Water measured at a depth of 7.40 feet in temporary well.
	21.0	END OF BORING  Boring then backfilled with bentonite grout	20	2-2-6 (8) 16"	1.0	12	
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota				BORING: <b>ST-6</b>			
DRILLER: J. Tatro				LOGGED BY: R. Jett			
SURFACE ELEVATION: 1015.9 ft		RIG: 7507		METHOD: 3 1/4" HSA			
NORTHING: 226091		EASTING: 540926		START DATE: 06/20/21			
END DATE: 06/20/21		SURFACING: Grass/Gravel		WEATHER: 68°, sunny			
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1015.3		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
0.6							
1013.9		FILL: CLAYEY SAND (SC), trace Gravel, trace organic, black to gray, moist		2-4-6 (10) 14"	0.5		Soil sample (2.5'-5') at 08:30 collected for analytical testing
2.0		SILTY SAND (SM), fine to medium-grained, trace Gravel, light brown, moist, loose (GLACIAL OUTWASH)					
1011.4		SILTY SAND (SM), fine to medium-grained, trace Gravel, gray to brown, moist, medium dense (GLACIAL OUTWASH)	5	10-8-10 (18) 14"	1.1		
4.5							
1008.9		POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, trace Gravel, brown, wet, medium dense to loose (GLACIAL OUTWASH)		8-6-8 (14) 14"	0.7	24	Temporary well installed with screen set from 7 to 12 feet P200=7%
7.0			10	3-4-3 (7) 14"	0.7		
1004.4		SILTY SAND (SM), fine to coarse-grained, trace Gravel, gray, wet, loose (GLACIAL OUTWASH)		4-4-4 (8) 14"	0.3		Water sample at 08:55 collected for analytical testing
11.5			15	2-3-2 (5) 14"	0.4		
997.9		SANDY LEAN CLAY (CL), contains seams of Silt, gray, medium (GLACIAL TILL)		2-2-3 (5) 14"	0.4		
18.0			20				
994.9		END OF BORING					Water observed at 7.5 feet while drilling.
21.0		Boring then backfilled with bentonite grout					
			25				Water measured at a depth of 7.60 feet in temporary well.
			30				

See Descriptive Terminology sheet for explanation of abbreviations

<b>Project Number B2104135</b>					<b>BORING: ST-7</b>		
<b>Geotechnical &amp; Environmental Evaluation</b>					LOCATION: See attached sketch		
<b>Proposed Kwik Trip #1203</b>					NORTHING: 225832 EASTING: 540742		
<b>Southeast corner of E. Bridge Street &amp; Hwy 1</b>					START DATE: 06/20/21 END DATE: 06/20/21		
<b>Redwood Falls, Minnesota</b>					SURFACING: Grass/Gravel WEATHER: 68°, sunny		
DRILLER: J. Tatro		LOGGED BY: R. Jett		SURFACE ELEVATION: 1018.6 ft		RIG: 7507	METHOD: 3 1/4" HSA
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1017.6		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
1.0		FILL: CLAYEY SAND (SC), fine to medium-grained, trace roots, brown, moist to dry		6-9-7 (16) 16"	0.6		Soil sample (2.5'-5') at 09:35 collected for analytical testing
1014.6		POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, light brown, moist, medium dense (GLACIAL OUTWASH)	5	8-7-7 (14) 16"	0.4	9	
1012.1		CLAYEY SAND (SC), trace Gravel, gray to brown, moist, stiff to very stiff (GLACIAL TILL)		10-4-6 (10) 16"	0.5		Water sample at 10:20 collected for analytical testing
6.5			10	6-7-11 (18) 16"	0.5		Temporary well installed with screen set from 10 to 15 feet
1004.6				4-7-10 (17) 16"	0.4		
14.0		SILTY SAND (SM), fine to coarse-grained, trace Gravel, dark gray, wet, medium dense (GLACIAL TILL)	15	6-7-10 (17) 16"	0.4		
1000.6		SANDY LEAN CLAY (CL), trace Gravel, dark gray, wet, stiff (GLACIAL TILL)	20	3-5-5 (10) 16"	0.3		
997.6							Water observed at 15.0 feet while drilling.
21.0		END OF BORING					Water measured at a depth of 10.00 feet in temporary well.
		Boring then backfilled with bentonite grout					
			25				
			30				



See Descriptive Terminology sheet for explanation of abbreviations









Project Number B2104135 Geotechnical & Environmental Evaluation Proposed Kwik Trip #1203 Southeast corner of E. Bridge Street & Hwy 1 Redwood Falls, Minnesota					BORING: <b>ST-8</b>		
					LOCATION: See attached sketch		
DRILLER: J. Tatro		LOGGED BY: R. Jett		NORTHING: 225648	EASTING: 540715		
SURFACE ELEVATION: 1019.9 ft		RIG: 7507	METHOD: 3 1/4" HSA	START DATE: 06/20/21	END DATE: 06/20/21		
SURFACING: Grass/Gravel		WEATHER: 68°, sunny					
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1018.4		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
1.5		FILL: CLAYEY SAND (SC), trace Gravel, brown, moist		4-7-7 (14) 14"	0.2		Soil sample (2.5'-5') at 10:45 collected for analytical testing
1015.4		POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, brown, moist, medium dense (GLACIAL OUTWASH)	5	5-7-7 (14) 14"	0.6		
1013.4		CLAYEY SAND (SC), trace Gravel, brown, moist, stiff to very stiff (GLACIAL TILL)		4-5-6 (11) 14"	0.2	22	Water sample at 12:45 collected for analytical testing
6.5			10	5-7-7 (14) 14"	0.2		
			15	3-5-7 (12) 18"	0.1		
			20	5-7-7 (14) 18"	0.3		Temporary well installed with screen set from 15 to 20 feet
1001.9		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, stiff (GLACIAL TILL)					
18.0				5-5-7 (12) 18"	0.1		Water measured at a depth of 19.1 feet in temporary well Water observed at 19.0 feet while drilling.
998.9		END OF BORING					
21.0		Boring then backfilled with bentonite grout					Water measured at a depth of 17.10 feet in temporary well when rechecked 1 hour after installation.
			25				
			30				

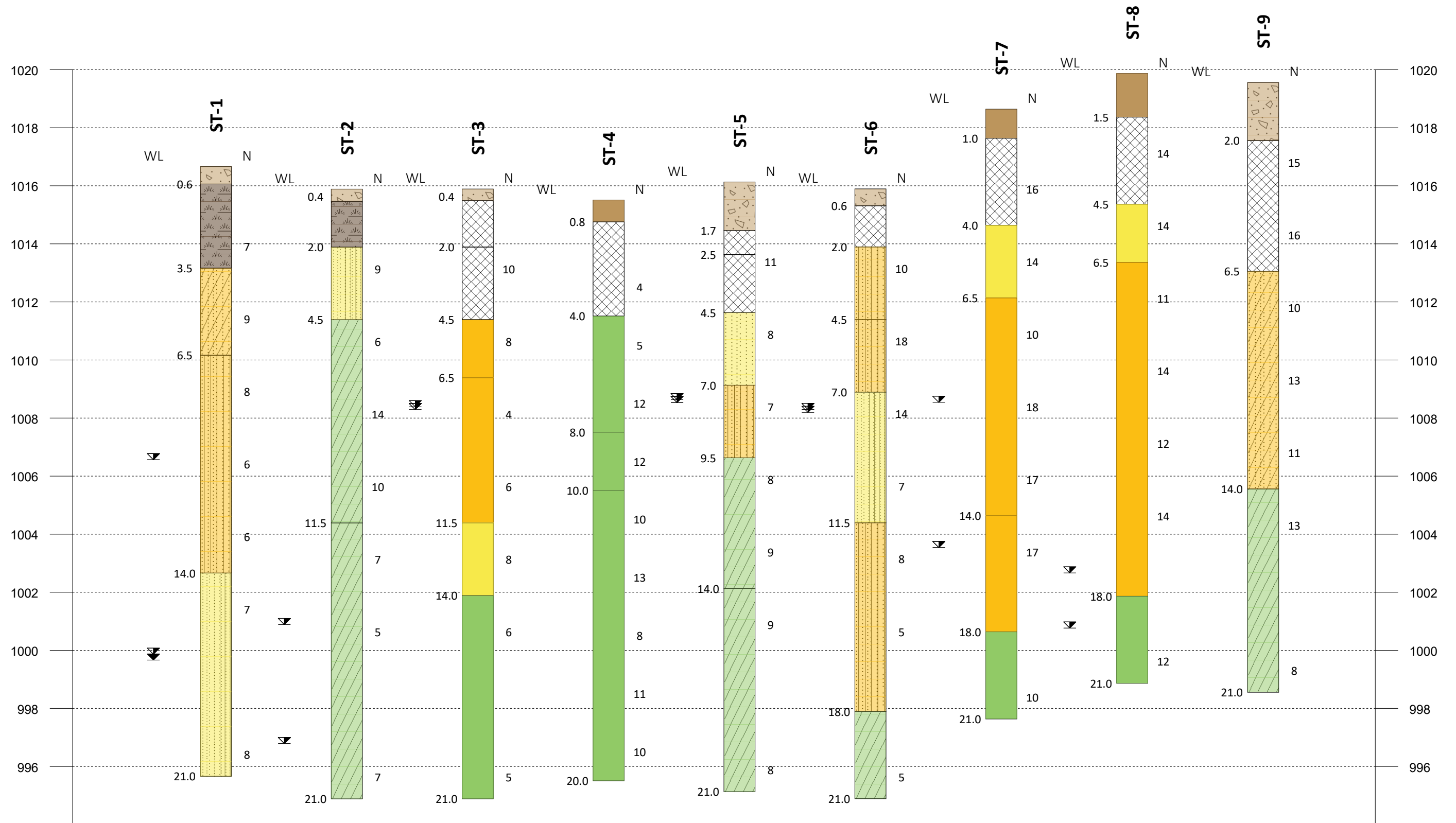
See Descriptive Terminology sheet for explanation of abbreviations

<b>Project Number B2104135</b>				<b>BORING: ST-9</b>	
<b>Geotechnical &amp; Environmental Evaluation</b>				LOCATION: See attached sketch	
<b>Proposed Kwik Trip #1203</b>				NORTHING: 225652      EASTING: 540889	
<b>Southeast corner of E. Bridge Street &amp; Hwy 1</b>				START DATE: 06/20/21      END DATE: 06/20/21	
<b>Redwood Falls, Minnesota</b>				SURFACING: Grass/Gravel      WEATHER: 68°, sunny	
DRILLER: J. Tatro		LOGGED BY: R. Jett			
SURFACE ELEVATION: 1019.6 ft	RIG: 7507	METHOD: 3 1/4" HSA			

Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	PID ppm	MC %	Tests or Remarks
1017.6		APPARENT AGGREGATE BASE, AND TOPSOIL FILL					
2.0		FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, trace organic, black, moist	5	6-8-7 (15) 16"	0.2		Soil sample (2.5'-5') at 11:46 collected for analytical testing
1013.1				6-9-7 (16) 0"	0.4		
6.5		CLAYEY SAND (SC), trace Gravel, gray to brown, moist, stiff (GLACIAL TILL)		4-4-6 (10) 16"	0.4	22	
			10	5-6-7 (13) 16"	0.3		
1005.6				3-5-6 (11) 16"	0.2		
14.0		SANDY LEAN CLAY (CL), trace Gravel, dark gray, moist, medium to stiff (GLACIAL TILL)	15	8-6-7 (13) 16"	0.1		
998.6			20	4-4-4 (8) 16"	0.2		
21.0		END OF BORING					Water not observed while drilling.
		Boring then backfilled with bentonite grout					Water not present in temporary well.
			25				
			30				

**Legend Key**

-  Apparent Aggregate Base
-  Fill
-  Topsoil
-  SP-SM
-  SM
-  SC
-  SP
-  CL

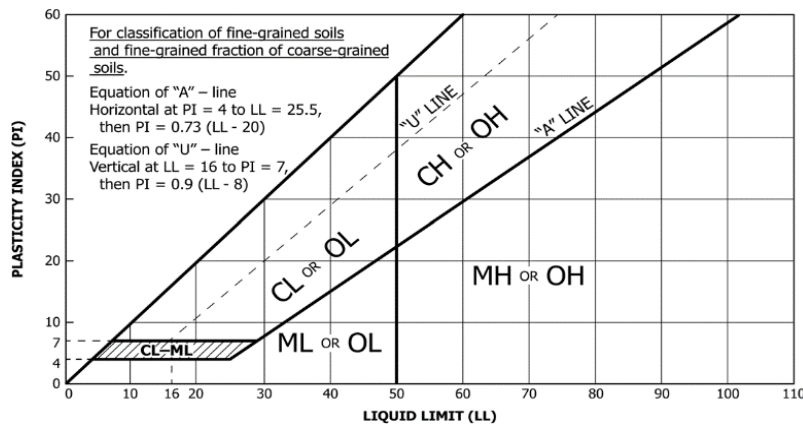


Project ID: B2104135  
 Vert. Scale: 1"=  
 Hor. Scale: NTS  
 Date: 07/15/2021

Fence Diagram  
 Geotechnical & Environmental Evaluation  
 Proposed Kwik Trip #1203  
 Southeast corner of E. Bridge Street & Hwy 1  
 Redwood Falls, Minnesota

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>			Soil Classification			
			Group Symbol	Group Name <sup>B</sup>		
Coarse-grained Soils (more than 50% retained on No. 200 sieve)	Gravels (More than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (Less than 5% fines <sup>C</sup> )	$C_u \geq 4$ and $1 \leq C_c \leq 3^D$	GW	Well-graded gravel <sup>E</sup>	
		Gravels with Fines (More than 12% fines <sup>C</sup> )	$C_u < 4$ and/or ( $C_c < 1$ or $C_c > 3^D$ )	GP	Poorly graded gravel <sup>E</sup>	
			Fines classify as ML or MH Fines Classify as CL or CH	GM	Silty gravel <sup>EFG</sup>	
		Sands (50% or more coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% fines <sup>H</sup> )	$C_u \geq 6$ and $1 \leq C_c \leq 3^D$	SW	Well-graded sand <sup>I</sup>
	Sands with Fines (More than 12% fines <sup>H</sup> )		$C_u < 6$ and/or ( $C_c < 1$ or $C_c > 3^D$ )	SP	Poorly graded sand <sup>I</sup>	
			Fines classify as ML or MH Fines classify as CL or CH	SM	Silty sand <sup>FGI</sup>	
				SC	Clayey sand <sup>FGI</sup>	
	Fine-grained Soils (50% or more passes the No. 200 sieve)	Silts and Clays (Liquid limit less than 50)	Inorganic	PI > 7 and plots on or above "A" line <sup>J</sup>	CL	Lean clay <sup>KLM</sup>
PI < 4 or plots below "A" line <sup>J</sup>				ML	Silt <sup>KLM</sup>	
Organic			Liquid Limit - oven dried	Liquid Limit - not dried < 0.75	OL	Organic clay <sup>KLMN</sup>
			Liquid Limit - oven dried		OH	Organic silt <sup>KLMN</sup>
Silts and Clays (Liquid limit 50 or more)		Inorganic	PI plots on or above "A" line	CH	Fat clay <sup>KLM</sup>	
			PI plots below "A" line	MH	Elastic silt <sup>KLM</sup>	
		Organic	Liquid Limit - oven dried	Liquid Limit - not dried < 0.75	OH	Organic clay <sup>KLMN</sup>
			Liquid Limit - oven dried		OH	Organic silt <sup>KLMN</sup>
Highly Organic Soils	Primarily organic matter, dark in color, and organic odor		PT	Peat		

- A. Based on the material passing the 3-inch (75-mm) sieve.
- B. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- C. Gravels with 5 to 12% fines require dual symbols:  
GW-GM well-graded gravel with silt  
GW-GC well-graded gravel with clay  
GP-GM poorly graded gravel with silt  
GP-GC poorly graded gravel with clay
- D.  $C_u = D_{60} / D_{10}$        $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
- E. If soil contains  $\geq 15\%$  sand, add "with sand" to group name.
- F. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
- G. If fines are organic, add "with organic fines" to group name.
- H. Sands with 5 to 12% fines require dual symbols:  
SW-SM well-graded sand with silt  
SW-SC well-graded sand with clay  
SP-SM poorly graded sand with silt  
SP-SC poorly graded sand with clay
- I. If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.
- J. If Atterberg limits plot in hatched area, soil is CL-ML, silty clay.
- K. If soil contains 15 to < 30% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
- L. If soil contains  $\geq 30\%$  plus No. 200, predominantly sand, add "sandy" to group name.
- M. If soil contains  $\geq 30\%$  plus No. 200 predominantly gravel, add "gravelly" to group name.
- N. PI  $\geq 4$  and plots on or above "A" line.
- O. PI < 4 or plots below "A" line.
- P. PI plots on or above "A" line.
- Q. PI plots below "A" line.



Laboratory Tests	
DD	Dry density, pcf
WD	Wet density, pcf
P200	% Passing #200 sieve
MC	Moisture content, %
OC	Organic content, %
$q_p$	Pocket penetrometer strength, tsf
$q_u$	Unconfined compression test, tsf
LL	Liquid limit
PL	Plastic limit
PI	Plasticity index

**Particle Size Identification**

Boulders.....	over 12"
Cobbles.....	3" to 12"
Gravel	
Coarse.....	3/4" to 3" (19.00 mm to 75.00 mm)
Fine.....	No. 4 to 3/4" (4.75 mm to 19.00 mm)
Sand	
Coarse.....	No. 10 to No. 4 (2.00 mm to 4.75 mm)
Medium.....	No. 40 to No. 10 (0.425 mm to 2.00 mm)
Fine.....	No. 200 to No. 40 (0.075 mm to 0.425 mm)
Silt.....	No. 200 (0.075 mm) to .005 mm
Clay.....	< .005 mm

**Relative Proportions<sup>L-M</sup>**

trace.....	0 to 5%
little.....	6 to 14%
with.....	$\geq 15\%$

**Inclusion Thicknesses**

lens.....	0 to 1/8"
seam.....	1/8" to 1"
layer.....	over 1"

**Apparent Relative Density of Cohesionless Soils**

Very loose .....	0 to 4 BPF
Loose .....	5 to 10 BPF
Medium dense.....	11 to 30 BPF
Dense.....	31 to 50 BPF
Very dense.....	over 50 BPF

**Consistency of Cohesive Soils**      **Blows Per Foot**      **Approximate Unconfined Compressive Strength**

Very soft.....	0 to 1 BPF.....	< 0.25 tsf
Soft.....	2 to 4 BPF.....	0.25 to 0.5 tsf
Medium.....	5 to 8 BPF.....	0.5 to 1 tsf
Stiff.....	9 to 15 BPF.....	1 to 2 tsf
Very Stiff.....	16 to 30 BPF.....	2 to 4 tsf
Hard.....	over 30 BPF.....	> 4 tsf

**Moisture Content:**

- Dry:** Absence of moisture, dusty, dry to the touch.
- Moist:** Damp but no visible water.
- Wet:** Visible free water, usually soil is below water table.

**Drilling Notes:**

**Blows/N-value:** Blows indicate the driving resistance recorded for each 6-inch interval. The reported N-value is the blows per foot recorded by summing the second and third interval in accordance with the Standard Penetration Test, ASTM D1586.

**Partial Penetration:** If the sampler could not be driven through a full 6-inch interval, the number of blows for that partial penetration is shown as #/x" (i.e. 50/2"). The N-value is reported as "REF" indicating refusal.

**Recovery:** Indicates the inches of sample recovered from the sampled interval. For a standard penetration test, full recovery is 18", and is 24" for a thinwall/shelby tube sample.

**WOH:** Indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

**WOR:** Indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

**Water Level:** Indicates the water level measured by the drillers either while drilling (  $\nabla$  ), at the end of drilling (  $\blacktriangledown$  ), or at some time after drilling (  $\blacktriangledown$  ).

**Sample Symbols**

	Standard Penetration Test		Rock Core
	Modified California (MC)		Thinwall (TW)/Shelby Tube (SH)
	Auger		Texas Cone Penetrometer
	Grab Sample		Dynamic Cone Penetrometer



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4/5/22	<b>Originating Dept.:</b> Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Scott W
Set time and date for Petition to Outlet into CD 52 Lat 87	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

**If Action, Board Motion Requested:**

Petition to outlet municipal water into CD 52 Lat 87 has been submitted by the Redwood Falls Port Authority. Set time and date for Public Hearing for May 3 at 10:00 a.m.

**Background Information:**

Petition to outlet under 103E.411 has been reviewed and is a complete and proper petition pending 2 additional pieces of information. Applicant will provide total acres being petitioned along with a map of petitioned property prior to Board meeting.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

**GISLASON & HUNTER** LLP  
ATTORNEYS AT LAW

March 8, 2022

Dean M. Zimmerli  
507-354-3111  
dzimmerli@gislason.com

Jean Price  
Auditor-Treasurer  
Redwood County Government Center  
403 South Mill Street  
PO Box 130  
Redwood Falls, MN 56283

Re: Redwood CD 22A Petition for Abandonment  
Our File No. 34461-001

Dear Auditor-Treasurer:

Enclosed for filing pursuant to Minn. Stat. § 103E.411, please find a Petition for Outlet relative to Redwood County Ditch 52 filed on behalf of the Redwood Falls Port Authority. This Petition is submitted as an alternative to the prior petition filed with my January 27, 2022 letter which may be considered withdrawn; though we do believe the prior petition was appropriate, to avoid unnecessary controversy concerning the issue, we are submitting this Petition pursuant to Section 103E.411 instead, per the recommendation of Mr. Scott Wold.

The Petitioner respectfully requests that a hearing be set pursuant to Minn. Stat. § 103E.411, subd. 4. I would appreciate if you could please let me know when the hearing will be held.

Best regards,

  
Dean M. Zimmerli

DMZ:jmh  
Enclosure

cc: Trenton Dammann (w/ enc.) (via e-mail)  
Scott Wold (w/ enc.) (via e-mail)

4874-2451-7395.1

**STATE OF MINNESOTA**  
**Before the**  
**REDWOOD COUNTY BOARD OF COMMISSIONERS**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**County Ditch #52-Lateral 87**

In The Matter of Petition for Authority  
to Use County Ditch #52-Lateral 87 as an Outlet

---

**PETITION FOR OUTLET**

---

Pursuant to Minn. Stat. § 103E.411, Petitioners seek authority to use Redwood County Ditch #52-Lateral 87 as an outlet for drainage. For their Petition, the undersigned Petitioners state and allege the following:

1. Petitioners own property which includes that part of the SW  $\frac{1}{4}$  of Section 8 lying north and east of the Minnesota Valley Railroad right-of-way Township 112N Range 35W and also The NW  $\frac{1}{4}$  of Section 8, except the right-of-way of the Minnesota Valley Railway Township 112N, Range 35W, Redwood County, Minnesota.
2. Petitioners request express authority from the Redwood County Board of Commissioners, acting as the drainage authority for County Ditch #52-Lateral 87, to use the County Ditch #52-Lateral 87 as an outlet for a drainage system installed to benefit the following properties:
  - a. Approximately 38.6 Acres within that part of the SW  $\frac{1}{4}$  of Section 8 lying north and east of the Minnesota Valley Railroad right-of-way Township 112N Range 35W and also The NW  $\frac{1}{4}$  of Section 8, except the right-of-way of the Minnesota Valley Railway Township 112N, Range 35W, that currently drain to CD 22A (the "Property").
3. The use of County Ditch #52-Lateral 87 as an outlet for drainage is necessary because it is the only efficient outlet for the conveyance of water from the Property. Minn. Stat. § 103E.411, Subd. 1(1).
4. The use of County Ditch #52-Lateral 87 will be of public benefit and utility because it will (1) enable new residential, commercial, and industrial construction and development (2) protect property and roads from overflow and flooding. Minn. Stat. §§ 103E.411, Subd. 1(2); 103E.005, Subd. 27. Particularly, the use of County Ditch #52-Lateral 87 will both (1) enable the construction of the Redwood Falls Southeast Development Project and (2) protect the property and roads established by the Redwood Falls Southeast Development Project. Further, the use of County Ditch #52-Lateral 87 will promote the public health because it will (1) improve the general sanitary condition of the Property by drainage and (2) prevent overflow of

the Property that produces or tends to produce unhealthful conditions. Minn. Stat. §§ 103E.411, Subd. 1(2); 103E.005, Subd. 25.

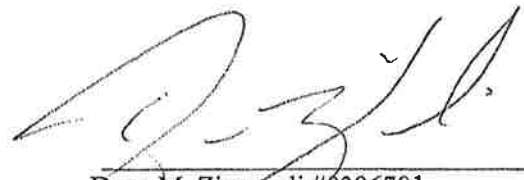
5. The Findings of Fact, Comment Responses, and Record of Decision for the Redwood Falls Southeast Development Project is attached hereto as **Exhibit A**. Exhibit A further describes the Redwood Falls Southeast Development Project, and determines that no environmental impact statement is required because the project does not have the potential for significant environmental effects.
6. The attached **Exhibit B** includes a plat which shows the location of County Ditch #52-Lateral 87 and the location of the municipal drainage system. Minn. Stat. § 103E.411, Subd. 1(3).
7. The attached **Exhibit C** shows the plan of connection from the municipal drainage system to County Ditch #52-Lateral 87. Minn. Stat. § 103E.411, Subd. 1(4).
8. The plan for connecting the municipal drainage system to County Ditch #52-Lateral 87 has been approved by the Minnesota Pollution Control Agency (“MPCA”). Minn. Stat. § 103E.411, Subd. 2. The City of Redwood Falls maintains a municipal separate storm sewer system permit (“MS4 permit”) issued by the MPCA, and this plan is in full compliance with the MS4 permit conditions. The attached **Exhibit D** evidences the MS4 permit. Therefore, the all necessary approval from the MPCA for connecting the municipal drainage system to County Ditch #52-Lateral 87 has been obtained, as required by Minn. Stat. § 103E.411, Subd. 2.
9. This Petition may be signed in counterparts.

Therefore, Petitioners respectfully request the following:

- a. That the drainage authority set a time and location for a hearing on this Petition and provide notice of the hearing pursuant to Minn. Stat. § 103E.411, Subd. 3(b).
- b. That the drainage authority conduct a hearing on the above Petition pursuant to Minn. Stat. § 103E.411, Subd. 4, and that the drainage authority, by order, authorize Petitioners to use County Ditch #52-Lateral 87 as an outlet.
- c. That the drainage authority, concurrent with this petition, appoint a viewer to view the Property and make a recommendation to the drainage authority on an appropriate outlet fee for the beneficial use received through the County Ditch #52-Lateral 87 outlet and to determine a benefit amount for future assessments.



Dated: March 8<sup>th</sup>, 2022.



Dean M. Zimmerli #0396791  
dzimmerli@gislason.com  
William M. Bigham #0402889  
wbigham@gislason.com  
GISLASON & HUNTER LLP  
2700 South Broadway  
P. O. Box 458  
New Ulm, MN 56073-0458  
Phone: 507-354-3111  
Fax: 507-354-8447  
*Attorneys for Petitioners*

Owner Signature	Property Owned	Mailing Address	Dated
Redwood Falls Port Authority By: <u>Will M. [Signature]</u> Its <u>EXECUTIVE DIRECTOR</u>	That part of the SW ¼ of Section 8 lying north and east of the Minnesota Valley Railroad right-of-way Township 112N Range 35W and also The NW ¼ of Section 8, except the right-of-way of the Minnesota Valley Railway Township 112N, Range 35W	333 S Washington St PO Box 526 Redwood Falls MN 56283	<u>03-08-22</u>



**FINDINGS OF FACT,  
COMMENT RESPONSES, AND  
RECORD OF DECISION**

**REDWOOD FALLS  
SOUTHEAST DEVELOPMENT PROJECT**

Redwood Falls, MN

November 2021

Table of Contents

1 PROJECT TITLE ..... 2

2 PROPOSER..... 2

3 RGU..... 2

4 REASON FOR EAW PREPARATION ..... 2

5 PROJECT LOCATION ..... 2

6 FINDINGS OF FACT ..... 3

    A. PROJECT DESCRIPTION..... 3

    B. PROCEDURAL HISTORY ..... 4

7 DETERMINING THE POTENTIAL OF SIGNIFICANT ENVIRONMENTAL EFFECTS ..... 5

    A. TYPE, EXTENT, AND REVERSIBILITY OF ENVIRONMENTAL EFFECTS..... 5

    B. CUMULATIVE POTENTIAL EFFECTS..... 8

    C. THE EXTENT TO WHICH ENVIRONMENTAL EFFECTS ARE SUBJECT TO MITIGATION BY ONGOING PUBLIC REGULATORY AUTHORITY.... 8

    D. THE EXTENT TO WHICH ENVIRONMENTAL EFFECTS CAN BE ANTICIPATED AND CONTROLLED AS A RESULT OF OTHER AVAILABLE ENVIRONMENTAL STUDIES UNDERTAKEN BY PUBLIC AGENCIES OR THE PROJECT PROPOSER..... 9

8 COMMENTS AND RESPONSES ..... 10

    A. MINNESOTA DEPARTMENT OF NATURAL RESOURCES ..... 10

    B. MINNESOTA DEPARTMENT OF TRANSPORTATION ..... 14

    C. MINNESOTA POLLUTION CONTROL AGENCY ..... 15

9 RECORD OF DECISION ..... 19

ATTACHMENTS..... 20

    A. AGENCY COMMENT LETTERS ..... 21

    B. CITY OF REDWOOD FALLS RESOLUTION OF NEGATIVE DECLARATION ..... 33

## 1 Project Title

Redwood Falls Southeast Development Project

## 2 Proposer

**Organization:** City of Redwood Falls  
**Contact person:** James Doering  
**Title:** Public Works Project Coordinator  
**Address:** 333 S. Washington Street, PO Box 526  
**City, State, ZIP:** Redwood Falls, MN 56283  
**Phone:** (507) 616-7400  
**Email:** jdoering@ci.redwood-falls.mn.us

## 3 RGU

**Organization:** City of Redwood Falls  
**Contact person:** James Doering  
**Title:** Public Works Project Coordinator  
**Address:** 333 S. Washington Street, PO Box 526  
**City, State, ZIP:** Redwood Falls, MN 56283  
**Phone:** (507) 616-7400  
**Email:** jdoering@ci.redwood-falls.mn.us

## 4 Reason for EAW Preparation

<p><b>Required:</b></p> <p><input type="checkbox"/> EIS Scoping</p> <p><input checked="" type="checkbox"/> Mandatory EAW  <b>MS 4410-4300, Subpart 36</b></p>	<p><b>Discretionary:</b></p> <p><input type="checkbox"/> Citizen petition</p> <p><input type="checkbox"/> RGU discretion</p> <p><input type="checkbox"/> Proposer initiated</p>
---	---

## 5 Project Location

<b>County</b>	Redwood County		
<b>City/Township</b>	Redwood Falls		
<b>PLS Location</b> ( $\frac{1}{4}$ , $\frac{1}{4}$ , Section, Township, Range)	<b>Section</b>	<b>Township</b>	<b>Range</b>
SW Parcel: NW1/4 EX RR & ALL SW1/4 E & N OF RR, 208.55A	8	112	35
NE Parcel: SE1/4 LYING S OF CTY DITCH 52 EX TR 640' X 510', 140.51A	5	112	35

**REDWOOD FALLS SOUTHEAST DEVELOPMENT**

<b>Watershed (82 major watershed scale):</b>	Minnesota River (Mankato) (07020007)
<b>GPS Coordinates:</b>	SW Parcel: NW corner - 15T 334085 4932736 NE corner - 15T 334868 4932734 SE corner - 15T 334837 4931375 SW corner - 15T 334073 4932150  NE Parcel: NW corner - 15T 334919 4933407 NE corners - 15T 335333 4933455, 15T 335334 4933340, 15T 335416 4933236, 15T 335690 4933231 SE corners - 15T 335687 4932902, 15T 335510 4932894, 15T 335486 4932758 SW corner - 15T 334902 4932763
<b>Tax Parcel Number:</b>	62-008-2020 (SW), 62-005-4020 (NE)
<b>County</b>	Redwood

## 6 Findings of Fact

### A. Project Description

The City of Redwood Falls proposes to develop two parcels totaling 324 acres for industrial, residential and commercial development southeast of the current city limits. This project will incorporate development in a phased approach across the two parcels. The parcel northeast of the intersection of County State Aid Highway (CSAH) 1 and CSAH 24 (NE parcel) will be developed primarily for light industrial use. The parcel southwest of this same intersection (SW parcel), will be developed for primarily residential use with the potential for commercial areas. Conceptual development plans for these parcels can be found in the EAW.

These parcels are currently owned by the Redwood Falls Port Authority and leased out for agricultural production. Construction is anticipated to commence in the Spring 2022 with full build-out completed over several years pending current and future developer interest.

Subsurface utilities including storm sewer, sanitary sewer, and watermains are planned to service the subdivision and industrial areas. Proposed new streets will be bituminous mat/aggregate base sections with low traffic volumes and occasional post-construction truck traffic in the NE parcel. It's anticipated that grade changes for structures will be limited to five feet. Structures will include residential development, both single-family and multi-family units, commercial properties, and light industrial and/or warehousing facilities.

The phased approach will facilitate build-out on these parcels over time as development pressures continue to increase in and around Redwood Falls. Phase 1 construction will begin in Spring 2022 and add amenities to both parcels, including a lift station, watermain loop, and preparing the site for additional utilities and roadways. This phase will also include initial residential development in the SW parcel. Phase 2 will commence based on developer interest

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

and anticipates completing residential and commercial construction in the SW parcel and add light industrial and/or warehousing facilities in the NE parcel.

### B. Procedural History

Distribution of the EAW document to EQB Distribution List	September 2, 2021
Public Notice of the EAW availability in the Redwood Gazette Newspaper	September 6 & 9, 2021
Publication of the availability in the EQB Monitor and the beginning of comment period	September 7, 2021
End of comment period	October 7, 2021

The Draft EAW was sent to the following agencies for review and comment:

- 1) Board of Water and Soil Resources
- 2) Environmental Quality Board
- 3) Indian Affairs Council
- 4) Minnesota Department of Agriculture
- 5) Minnesota Department of Health
- 6) Minnesota Department of Natural Resources
- 7) Minnesota Department of Transportation
- 8) Minnesota Environmental Quality Board
- 9) Minnesota Historical Society
- 10) Minnesota Pollution Control Agency
- 11) Minnesota Department of Commerce
- 12) Minnesota State Archaeologist
- 13) Southwest Region Development Commission
- 14) Redwood County Administrative Offices
- 15) State Historic Preservation Office
- 16) U.S. Army Corps of Engineers
- 17) U.S. Environmental Protection Agency
- 18) U.S. Fish & Wildlife Service

Copies of the document were placed in the City of Redwood Falls Administrative Office and the Region Eight Marshall-Lyon County Library.

The City received comments from three governmental agencies (**Attachment A**): Minnesota Department of Natural Resources, Minnesota Department of Transportation, and Minnesota Pollution Control Agency. The U.S. Army Corps of Engineers supplied a notice that their Approved Jurisdictional Determination (AJD) annotated they do not have jurisdiction over the wetlands and no additional reviews were required. Comment responses are provided in Section 8.

The City received no comments from the public.

## 7 Determining the Potential of Significant Environmental Effects

The purpose of the EAW is to identify potential environmental effects and determine whether or not an Environmental Impact Statement (EIS) is required. An EIS is undertaken when the project has the potential for significant environmental effects. The RGU determines if a project has the potential for significant environmental effects based on four criteria as outlined in Minnesota Rule 4410.1700:

- A. The type, extent, and reversibility of environmental effects;
- B. Cumulative potential effects;
- C. Extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority; and
- D. Extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer.

Determining whether a project needs or does not need an EIS is an evaluation of the potential for significant environmental effects based on the above criteria. An analysis of the four criteria is provided in this Record of Decision.

### A. Type, Extent, and Reversibility of Environmental Effects

#### Cover Types

- The project proposes to convert 300 acres of predominantly agricultural land to residential, commercial and industrial development properties.
- This is anticipated to increase impervious surfaces across the two parcels to approximately 200 acres.

#### Land Use

- The city will update its Comprehensive Plan following completion of the project's environmental review process to ensure consistency with future development opportunities.
- The two parcels will require annexation and rezoning prior to construction activities commencing.
- The city will work with the County Drainage Authority to ensure compliance, exemptions and/or removal of specific areas from the county's drain tile program.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

### Geology & Soils

- Where practical, stormwater ponds and other development features will be aligned with hydric soils across the proposed project area.
- MPCA Best Management Practices will be planned and instituted as soon as construction begins to reduce erosion and sedimentation.

### Water Resources

#### *Surface Waters*

- County Ditch 52 borders the northern parcel and is currently impaired for benthic macroinvertebrates. While a Total Maximum Daily Load (TMDL) assessment has not yet been completed for this ditch, the city assumes any and all BMPs will benefit and help ensure no further water quality impacts.
- A Letter of Map Revision (LOMR) was submitted to the Federal Emergency Management Agency based on results from a hydrologic study. This letter was reviewed and approved by Redwood County.
- Construction of a stormwater pond is anticipated within the floodplain area; however, this will be a dry pond to deter waterfowl use due to its proximity to the airport. All permits will be secured prior to construction activities.

#### *Wetlands*

- No wetland impacts are anticipated as part of this project.
- A wetland buffer of at least 50 feet will be implemented to protect wetland resources on-site.

#### *Groundwater*

- Groundwater as shallow as 5-feet was noted during soil boring assessments. Temporary dewatering activities may be required during utility installation and all required permits will be secured prior to construction activities.
- Any unexpected wells encountered on site will be sealed in accordance with state requirements.

#### *Wastewater*

- The city will extend its water and wastewater utilities to support the proposed development.
- No industrial wastewater will be produced at the project location.
- The city is currently reviewing its inflow and infiltration (I/I) reduction program to increase capacity at the wastewater treatment plant (WWTP). Pending outcomes of that program, in conjunction with known and projected precipitation rates, a determination will be made to either maintain current operations or to expand WWTP capacity.

#### *Stormwater*

- A MPCA National Pollutant Discharge Elimination System (NPDES) permit will be secured prior to construction activities commencing. All contractors will comply with permit requirements.



## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

- An Erosion and Sediment Control Plan and a Storm Water Pollution Prevention Program (SWPPP) will be submitted and approved as part of the plan approval process.
- As an active MS4 community, the city will meet or exceed all of its stormwater requirements and standards.
- MPCA BMPs will be implemented to mitigate erosion and sedimentation, which are required for all land disturbances. BMPs will include silt fences, rock construction entrances, and seeding disturbed areas, at a minimum.
- Stormwater ponds will ensure water quantity and water quality remains at or better than existing conditions.

### *Water Appropriations*

- Water main utilities and associated infrastructure will be extended to the development site.
- The city anticipates adding water storage, via a new water tower, to expand water services.
- Industries present on this site will be consistent with light industrial and will not require significant water use.
- The city and/or developer(s) will secure all required permits and comply with all regulations for this utility extension.

### Visual

- The viewshed will change as a result of the proposed project. Transitioning from predominantly agricultural views to residential and industrial development.
- These shifts are consistent with small city growth opportunities.

### Historic Properties

- The State Historic Preservation Office (SHPO) had no record of any historical properties on the project site but recommended a Phase I Archaeological Survey be conducted to determine if there are any sites of cultural resources significance.
- The Phase 1 Archaeological Survey was completed, and findings determined a single lithic find as not eligible for listing in the National Register of Historic Places.
- SHPO concurred with the archaeological report recommendations on July 19, 2021.

### Air

- Construction dust and odors are anticipated during the phased development project.
- Post-construction vehicle emissions increases are anticipated in the residential and industrial areas, although these are not expected to be a substantial issue.
- Stationary sources of air emissions will stem from domestic hear sources in residential and industrial facilities once constructed. These, too, are anticipated as minimal and not substantial.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

### Noise

- Construction noise levels and types typical of construction equipment will occur as a result of this project.
- Noise levels will temporarily increase during construction due to heavy equipment required for excavation, grading and hauling operations.
- Noise levels will drop to those typical of residential and light industrial areas after project construction.

### Transportation

- No access to TH 67 is anticipated during or following completion of the proposed development.
- Possible road improvements at the intersection of CSAH 24 and CSAH 1 are anticipated; however, no expansion of the roads is projected at this time.

## B. Cumulative Potential Effects

- The EAW addressed potential cumulative effects of this development regarding loss of agricultural land, increase in traffic and impervious surfaces, and a nominal increase in greenhouse gas emissions.
- Temporary impacts are anticipated during construction activities. Minimization and mitigation of these activities will reduce potential impacts.
- Because this development will occur in phases, its cumulative effects will be addressed and minimized throughout.
- Best management practices during the construction process, use of energy efficient building materials and appliances or other systems, and the addition of native landscape vegetation and tree species may help offset impacts from increased GHG emissions.
- There are no additional known projects that will interact with and result in cumulative potential impacts to this project.

## C. The Extent to Which Environmental Effects are Subject to Mitigation by Ongoing Public Regulatory Authority

- Annexation of these parcels into the city is anticipated prior to construction activities commencing.
- All appropriate permits will be secured and/or modified before construction starts in the development areas.
- Appropriate grading of the disturbed material will mitigate any potential drainage issues. Any grading material will be confined by silt-fencing and seeded to reduce erosion and sedimentation to local water resources.
- Permits identified in the EAW include:

**REDWOOD FALLS SOUTHEAST DEVELOPMENT**

---

<b>Government Agency</b>	<b>Type of Application/Permit</b>	<b>Status</b>
<b>Federal Agencies</b>		
Federal Emergency Management Agency	Letter of Map Revision (LOMR)	To be applied for
<b>State Agencies</b>		
Minnesota Pollution Control Agency	National Pollutant Discharge Elimination System (NPDES)	To be applied for
	Construction Storm Water Permit	To be applied for
	Sanitary Sewer Extension Permit	To be applied for
Minnesota Department of Health	Watermain Extension Permit	To be applied for
Minnesota Department of Natural Resources	Water Appropriations Permit	To be applied for
	Utility Crossing License (added since EAW)	To be applied for
<b>Local Agencies</b>		
Redwood County	Stormwater Outlet Permit to CD52	To be applied for
	Drain Tile Adjustments (added since EAW)	To be applied for
Redwood Soil & Water Conservation District	Grading/Excavation Permit	To be applied for
Redwood County / Paxton Township	Annexation	To be completed

- The City of Redwood Falls finds the potential impacts identified as part of the proposed Southeast Development project can be addressed through the final design process and through the regulatory agencies as part of the permitting process. Therefore, the City finds that the potential environmental impacts resulting from the project are not significant and are subject to mitigation by ongoing public regulatory authority.

**D. The Extent to Which Environmental Effects can be Anticipated and Controlled as a Result of Other Available Environmental Studies Undertaken by Public Agencies or the Project Proposer**

- No other environmental studies in or adjacent to the proposed project area are known at this time.
- Pending any future proposed development projects, the City will consult with and ensure additional mitigation measures are identified to comply with all local, state and federal regulatory requirements.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

- The City finds:
  - The proposed project will be designed to include various measures to reduce adverse impacts to the environmental.
  - The project is subject to local, state and federal requirements.
  - All necessary permits will be secured, and the permit holder will adhere to all requirements of the permits.
  - Considering the results of the environmental review and permitting processes, the City finds that the environmental effects of the project can be adequately anticipated, controlled and mitigated.

## 8 Comments and Responses

Agency letters can be found in **Attachment A**.

The following are the RGU's responses to the comments that were received during the EAW comment period from September 6, 2021, to October 6, 2021.

### A. Minnesota Department of Natural Resources

---

**Commentor:** Joanne Boettcher, Regional Environmental Assessment Ecologist,  
Region 4, MnDNR

**Comment Date:** October 7, 2021

---

Thank you for your comments regarding the Redwood Falls Southeast Development Environmental Assessment Worksheet.

*Comment/Question:* The EAW ties the project purpose to community growth. Census data indicate that prior to 2000, the City's population increased. However, since 2000, population has decreased by about 10%. What population and business growth prediction information are the city using? What growth is anticipated? Has the city considered improving already developed land within the city to meet any anticipated new needs? We encourage a careful consideration of these factors.

*Response:* The City of Redwood Falls has seen an increase in households although population has not grown. We are seeing trends as couples, singles or older adults want homes or townhomes and are often buying versus renting. The proposed project will provide a combination of housing and industrial parcels to facilitate continued economic growth.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

*Comment/Question:* County Ditch 52 is an altered portion of Crow Creek, and that public ditch does revert to a natural channel public water less than one mile downstream of the proposed development area. Both the public ditch and public water are already impaired for impacts to aquatic life and stressed by altered hydrology, as assessed by the MPCA. The EAW notes that 221 of the 324-acre development (68%) will be impermeable surface. This large amount of impermeable surface has the potential to negatively impact water quality and quantity from this acreage. Increasing the amount of water to streams accelerates downstream flooding and streambank erosion, in turn, degrading water quality. Degraded water quality harms fish and aquatic life. What is the anticipated change in runoff volume based on the change in land use/impermeable surface? We recommend that this development fully hydrologically mitigate changes in the runoff volume by adding sufficient storage, water use (evapotranspiration), and infiltration capacity within the development to prevent additional water being contributed to Crow Creek.

*Response:* Preliminary models show a slight (3.5%) decrease in total discharge from the residential development for a 10-year event and a 43% increase in runoff volume for the industrial development for a 10-year event. Stormwater ponds will be implemented across the project area to ensure this increased runoff is captured and either stored or infiltrates prior to entering the adjacent creeks. As refinements to the design continue, additional BMPs will be added to further reduce potential runoff for the industrial development section. Additionally, a SWPPP will be developed and adhered to by city contractors.

*Comment/Question:* The project proposes to place industrial development and a stormwater pond into the existing FEMA floodplain and pursue a revision to the floodplain map. Developing flood plains is ill-advised due to environmental but also business or residential concerns. Floodplains have an important ecologic and hydrologic value and help dissipated flood waters and energy, improve water quality, and provide important habitat. Furthermore, the placement of a stormwater pond in the floodplain could lead to pollutants that have settled onto the pond bottom being washed into the stream when the pond is flooded. Homes or businesses placed in floodplains bear a larger risk of being impacted by natural disasters and experiencing financial loss due to flooding. We recommend that the floodplain is not developed and that only perennial vegetation is placed within the floodplain and used to buffer the stream. To better protect development and environment, particularly in light of climate and landscape changes where higher stream flows are likely in the future, we recommend that a wide buffer of deep-rooted, native vegetation (trees, shrubs, prairie) is placed between any development and the floodplain.

*Response:* Any potential development within the floodplain will follow the City of Redwood Falls Conditional Use Ordinance that is consistent with DNR recommendations.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

*Comment/Question:* The project will need to apply for a DNR utility crossing license for any infrastructure proposed to cross a public ditch or stream. Likewise, if any impacts to the stream or ditch are possible, a DNR Public Waters Work Permit may be required.

*Response:* This permit is anticipated for utilities crossing County Ditch 52 and any other county ditches. All required permits will be secured prior to construction activities.

*Comment/Question:* Roughly half of the soils within the proposed development are fully or partially hydric with drown-out spots visible on aerial imagery and many identified restorable wetlands. We encourage future developments to consider these factors as they relate to suitability of development and also as potential areas to integrate natural, open space areas.

*Response:* Stormwater ponds or other open spaces/natural areas will follow soils and topography to the extent reasonable.

*Comment/Question:* In-place tile drainage is likely throughout the proposed development area because the area is currently farmed. The city should investigate if tile was installed under a Wetland Conservation Act exemption standard - whether the exemption was a formal decision or not. If tile was installed under such exemption, the change in land use from agriculture to urban development negates any agricultural-based exemption for wetland impacts that may have occurred. These wetlands would then need to be replaced. Please provide evidence that coordination with BWSR and the WCA authority regarding this concern is complete.

*Response:* The wetland delineation and Type & Boundary application was submitted to the LGU (Redwood County) and forwarded on for WCA review. All permits will be reviewed and secured prior to starting construction activities.

*Comment/Question:* Stormwater ponds are proposed to help partly mitigate the impacts of this project, but few details are provided. Please provide more information on the stormwater ponds, including the volume and runoff depth. The EAW shows a stormwater pond adjacent an existing wetland. We caution that measures may be necessary to ensure that the stormwater pond does not impact the wetland. The pond could act as a sink and groundwater may flow toward the stormwater pond and not to the wetland. In other words, the stormwater pond could steal hydrology from the wetland resulting in wetland drainage.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

*Response:* The ponds in the first phase of the residential development are sized to contain runoff from a 100-year event. The ponds in the second phase are sized to contain the runoff from a 25-year event, both of which are in excess of what is required by the MPCA. The ponds in the industrial development are sized for a 25-year event which is in excess of what is required by the MPCA. As an MS4 community, the City of Redwood Falls will abide by all required runoff standards during this development process.

*Comment/Question:* The EAW indicates a need for dewatering, dust control during construction, and water appropriation. Please provide more information on this. If more than 10,000 gallons per day or more than 1,000,000 gallons per year is needed, a DNR Water Appropriation Permit is required.

*Response:* Temporary dewatering is anticipated during utility installation activities. While it is not anticipated, any required permits will be requested and secured prior to reaching the dewatering threshold.

*Comment/Question:* The city has an active water appropriation permit—WAP No. 1954-0268. The city is permitted to use up to 250 million gallons per year (MGY). Since 2000, reported water use has been between 187 MGY and 230 MGY. The EAW states that a Water Appropriation Permit will be needed but does not provide more information. What is the projected water use for this development? Has the city considered where it will obtain water to supply the new development? Will the city be drilling one or more new wells? Is the city proposing to amend the current permit or seek a new permit? Please contact the DNR Area Hydrologist and the DNR Groundwater Hydrologist if new or expanded water appropriations is being pursued.

*Response:* The city will extend its current water utilities to the residential, commercial and industrial facilities. Standard water usage rates for residential and commercial facilities and light water usage for industrial facilities are anticipated. As indicated in the EAW and pending final design plans, a water storage tower will be added at a future date. The city will coordinate with the Area Hydrologist should any additional water appropriations be required.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

**Comment/Question:** In order for any proposed development to avoid the detriments of urban sprawl and negative impacts to ecology and hydrology, we recommend the development is designed in accordance with Low Impact Development and Green Infrastructure standards. We also encourage development planning that better addresses greenhouse gases and climate change. For instance, when neighborhoods are designed to be walkable and bikeable and business are located within the neighborhood, people are more likely to reduce their carbon footprint. We encourage the city to require green building of homes and business, such as through LEED certified structures. We also recommend that wildlife friendly erosion control and invasive species best practices (see attachment) are used during construction.

**Response:** As final design continues, low impact development opportunities will be incorporated where reasonable. The city will follow all permit requirements and work with contractors to facilitate wildlife-friendly erosion control materials and reduce the spread of invasive species. Erosion control practices will incorporate BMPs and SWPPP requirements will be followed.

**Comment/Question:** The EAW mentions that sustainable practices, best management practices, and native landscaping will be used to minimize negative impacts. However, other than stormwater ponds, the EAW does not specifically identify any of these mitigations, and the development does not appear to be designed using low impact development principles. We recommend that this proposed development is carefully examined and re-designed to implement the strategies and mitigation outlined throughout this letter.

**Response:** Comment noted. The city will work with developers to incorporate these strategies where reasonable.

### B. Minnesota Department of Transportation

---

**Commentor:** Megan M. DeSchepper, AICP – Principal Planner, District 8, MnDOT

**Comment Date:** September 29, 2021

---

Thank you for your comments regarding the Redwood Falls Southeast Development Environmental Assessment Worksheet.

**Comment/Question:** It appears this is a phased development from north to south, it would be MnDOT's recommendation to keep all access points on the CSAH system, with no accesses directly onto TH 67.

**Response:** Comment noted. As design plans continue, the city anticipates maintaining access on the CSAH system.



## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

*Comment/Question:* The separation from the proposed access onto TH 67 and CSAH 1 doesn't appear to meet spacing requirements from the intersection.

*Response:* The city will ensure spacing requirements are incorporated into final design.

*Comment/Question:* Any access on TH 67 will require a change of use/access permit. A right turn lane would likely be required at the developers expense. Please work with Permit Coordinator jeff.illies@state.mn.us for any permitting.

*Response:* While access directly to TH 67 is not anticipated, the city will work with MnDOT to secure all required permits prior to construction.

### C. Minnesota Pollution Control Agency

---

**Commentor:** Karen Kromar, Project Manager, Environmental Review Unit, Resource Management and Assistance Division, MPCA

**Comment Date:** October 5, 2021

---

Thank you for your comments regarding the Redwood Falls Southeast Development Environmental Assessment Worksheet.

*Comment/Question:* As stated in the EAW County Ditch (CD) 52 was found to be impaired for Aquatic Macroinvertebrates and although there is not a Total Maximum Daily Load for CD 52, dissolved oxygen, eutrophication, degraded habitat and altered hydrology were all found to be stressors to the Macroinvertebrate communities in the ditch. The adjacent CD 22 was found to be meeting both aquatic macroinvertebrates and fish which is rare in southern Minnesota. Therefore, the MPCA suggests the Project proposer implements Best Management Practices (BMPs) to prevent further degradation of the ditches during development of the areas including stormwater controls, erosion prevention and stormwater ponds designed to take the excess phosphorus out of stormwater runoff. It's important to ensure the water coming from impervious surfaces gets addressed before entering the ditch system. Total Suspended Solids was not found to be a stressor in this system and it would be good to keep it that way. For questions regarding impaired waters, please contact Bryan Spindler at 507-344-5267 or bryan.spindler@state.mn.us.

*Response:* Comment noted. The city will work with developers to ensure erosion control BMPs are incorporated into construction plans and follow all requirements identified in the SWPPP.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

*Comment/Question:* The EAW indicates that subsurface water was noted as shallow as five feet during the soil boring assessment, however, there are no more details provided on borings that were conducted. More details on the findings of the geotechnical report should be provided along with an indication of the anticipated depth of the sanitary sewer and other utility construction.

*Response:* A copy of the geotechnical report was provided with the EAW distribution; please reference that document for additional information. Utilities could be as deep as 30-feet for sanitary sewer.

*Comment/Question:* The need to conduct dewatering activities to install the sanitary sewer or other utilities as a result of the shallow groundwater should be discussed.

*Response:* Temporary dewatering is anticipated during utility installation and a dewatering permit will be secured, if needed, prior to reaching permit thresholds.

*Comment/Question:* It is not clear what the wastewater design flow of the development is or will be. The housing units are specified as 69,000 gallons per day (gpd) for 230 homes but the industrial/commercial is not specified and is listed as TBD. Using the 1500 gpd/acre discussed for the 107 acres of industrial land use would equal 160,500 gpd. Therefore the total of housing and industrial/commercial could be 229,000 gpd.

*Response:* The typical industrial and commercial businesses in the Redwood Falls area include implement dealers, metal fabricators, agricultural and yard supply stores, etc. These industry and commercial facilities often use less than 500 gpd. The City is not interested in and not capable of handling a wet industry. Developments in rural Minnesota are typically more sprawling than other areas and have large areas of parking and single-story construction such that water use on a per acre basis is quite low. Environmental engineers recommend using 300 gpd for wastewater totaling 32,100 gpd flows. This combined with residential at 3 capita per house equals 101,100 gpd ultimate flow.

*Comment/Question:* The design capacity of the wastewater treatment plant (WWTP) and the actual current influent flows and projected flow increases should be discussed in more detail with regard to available treatment capacity. The Redwood Falls WWTP has a permitted Average Wet Weather Flow (AWWF) of 1.321 Million Gallons per Day (MGD). Reported flows over the past 4 years shows that they exceeded the design flow in 2018 and 2019 and are at a 4-year average of 93% of design capacity. The total from this area may exceed the design capacity of the treatment plant and that must be discussed in the EAW. Questions regarding wastewater can be directed to Dave Sahli at 651-757-2687 or david.sahli@state.mn.us.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

*Response:* The city has a facility plan to review wastewater currently in process and has a sump pump program as part of an MPCA requirement to facilitate Inflow and Infiltration (I/I) reduction activities. The city is confident current infrastructure can handle the Phase I residential development but are messaging that is the limit until a larger WWTP is built. This development will be staged and corresponds with the I/I reduction efforts. Pending an increase in precipitation levels, the city will be required to expand its WWTP, and this is part of the reason for the facility plan. The city is aware continued growth is contingent on successful I/I reduction and this growth would be timed to match available WW capacity.

*Comment/Question:* The EAW states the development area is 324 acres in total. Since the Project will likely disturb 50 or more acres of land and has the ability to discharge to a water within 1 mile that has a construction-related impairment, the Stormwater Pollution Prevention Plan (SWPPP) for the Project must be submitted to the MPCA for review and approval prior to obtaining NPDES/SDS General Construction Stormwater permit (CSW Permit) coverage.

*Response:* Comment noted. A SWPPP and all required permits will be secured prior to beginning construction activities.

*Comment/Question:* Because the Project has the ability to discharge to an impaired water, the CSW Permit requires additional erosion and sediment control Best Management Practices (BMPs) not mentioned in the EAW. These include immediately stabilizing soils if any portion of the site will not be worked for 7 days or more and providing a temporary sediment pond where 5 or more acres of land drains to a common location.

*Response:* Comment noted. All SWPPP and permit requirements will be followed. Stormwater ponds will be sized to effectively accommodate increase in impervious surfaces.

*Comment/Question:* Due to the presence of wetlands on the site, at least 50 feet of existing buffers must be maintained during construction. If this is not possible to complete the construction, then redundant (double) downgradient sediment controls must be installed to protect the wetlands from sediment discharges during construction. Also, the wetlands on the site may not be utilized for management of stormwater unless they have gone through the wetland mitigation process.

*Response:* Comment noted. A wetland buffer will be incorporated into the final design plans.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

*Comment/Question:* Since the Project will be phased over many years, it is important the Owner of the site maintain CSW Permit coverage at the site until all construction is complete. New owners for sold portions of the site can obtain their own CSW Permit coverage using the Subdivision Registration process as long as the existing permit remains active. CSW Permit coverage is required even if sold portions of the site are less than 1 acre in size.

*Response:* Comment noted. All required permits will be maintained as needed for the duration of the development and construction process.

*Comment/Question:* The CSW Permit requires a volume reduction method, such as infiltration, to manage stormwater from impervious areas after construction. If soils prohibit infiltration, reuse of collected stormwater can be considered. The Project proposer is also encouraged to reduce stormwater volume by reducing the amount of impervious areas such as by using pervious pavements and maximizing green space. Please direct questions regarding CSW Permit requirements to Roberta Getman at 507-206-2629 or [roberta.getman@state.mn.us](mailto:roberta.getman@state.mn.us).

*Response:* Comment noted. Impervious surfaces will be reduced where reasonable and stormwater ponds will be constructed to accommodate the impervious surface increases.

## 9 Record of Decision

- A. The EAW, comments received on the EAW, and the responses prepared, have generated sufficient information to determine whether the proposed project has the potential for significant environmental effects.
- B. Areas where the potential for environmental effects from the project may exist have either been identified and incorporated into the EAW or will be mitigated through state and local mandatory permitting and regulatory procedures.
- C. The project will be required to meet all regulatory standards through permitting, monitoring, and mitigative measures.
- D. Based upon the criteria established in Minnesota Rule 4410.1700, subpart 7, the proposed project does not have the potential for significant environmental effects. Therefore, an Environmental Impact Statement is not required.

## **ATTACHMENTS**

### **A. Agency Response Letters**

- Minnesota Department of Natural Resources
- Minnesota Department of Transportation
- Minnesota Pollution Control Agency
- U.S. Army Corps of Engineers

### **B. City of Redwood Falls Resolution of Negative Declaration**

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

### A. Agency Comment Letters

#### Minnesota Department of Natural Resources



Division of Ecological & Water Resources  
Region 4 (Southern Region)  
21371 Highway 15 South  
New Ulm, MN 56073

October 7, 2021

James Doering  
Public Works Project Coordinator, City of Redwood Falls  
jdoering@ci.redwood-falls.mn.us

Subject: DNR Comments on EAW for Redwood Falls Eastern Development Project

Dear James,

Thank you for the opportunity to review the Environmental Assessment Worksheet (EAW) for the Redwood Falls Eastern Development Project. Development projects such as the one proposed alter the landscape, ecology, and hydrology for the foreseeable future. As climate change and environmental degradations have come to the forefront of global and local concerns, we encourage a careful consideration of project need, alternatives, impacts, and mitigation. As such, we offer the following comments.

#### **Project Purpose and Alternatives**

The EAW ties the project purpose to community growth. [Census data](#) indicate that prior to 2000, the City's population increased. However, since 2000, population has decreased by about 10%. What population and business growth prediction information are the city using? What growth is anticipated? Has the city considered improving already developed land within the city to meet any anticipated new needs? We encourage a careful consideration of these factors.

#### **Water Resources**

County Ditch 52 is an altered portion of Crow Creek, and that public ditch does revert to a natural channel public water less than one mile downstream of the proposed development area. Both the public ditch and public water are already impaired for impacts to aquatic life and stressed by altered hydrology, as assessed by the MPCA. The EAW notes that 221 of the 324-acre development (68%) will be impermeable surface. This large amount of impermeable surface has the potential to negatively impact water quality and quantity from this acreage. Increasing the amount of water to streams accelerates downstream flooding and streambank erosion, in turn, degrading water quality. Degraded water quality harms fish and aquatic life. What is the anticipated change in runoff volume based on the change in land use/impermeable surface? We recommend that this development fully hydrologically mitigate changes in the runoff volume by adding sufficient storage, water use (evapotranspiration), and infiltration capacity within the development to prevent additional water being contributed to Crow Creek.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

DNR Comments on Redwood Falls SE Development Project EAW

2

The project proposes to place industrial development and a stormwater pond into the existing FEMA floodplain and pursue a revision to the floodplain map. Developing flood plains is ill-advised due to environmental but also business or residential concerns. Floodplains have an important ecologic and hydrologic value and help dissipated flood waters and energy, improve water quality, and provide important habitat. Furthermore, the placement of a stormwater pond in the floodplain could lead to pollutants that have settled onto the pond bottom being washed into the stream when the pond is flooded. Homes or businesses placed in floodplains bear a larger risk of being impacted by natural disasters and experiencing financial loss due to flooding. We recommend that the floodplain is not developed and that only perennial vegetation is placed within the floodplain and used to buffer the stream. To better protect development and environment, particularly in light of climate and landscape changes where higher stream flows are likely in the future, we recommend that a wide buffer of deep-rooted, native vegetation (trees, shrubs, prairie) is placed between any development and the floodplain.

The project will need to apply for a DNR utility crossing license for any infrastructure proposed to cross a public ditch or stream. Likewise, if any impacts to the stream or ditch are possible, a DNR Public Waters Work Permit may be required.

### **Development of Hydric Soils and Wetlands**

Roughly half of the soils within the proposed development are fully or partially hydric with drown-out spots visible on aerial imagery and many identified restorable wetlands. We encourage future developments to consider these factors as they relate to suitability of development and also as potential areas to integrate natural, open space areas.

In-place tile drainage is likely throughout the proposed development area because the area is currently farmed. The city should investigate if tile was installed under a Wetland Conservation Act exemption standard - whether the exemption was a formal decision or not. If tile was installed under such exemption, the change in land use from agriculture to urban development negates any agricultural-based exemption for wetland impacts that may have occurred. These wetlands would then need to be replaced. Please provide evidence that coordination with BWSR and the WCA authority regarding this concern is complete.

Stormwater ponds are proposed to help partly mitigate the impacts of this project, but few details are provided. Please provide more information on the stormwater ponds, including the volume and runoff depth. The EAW shows a stormwater pond adjacent an existing wetland. We caution that measures may be necessary to ensure that the stormwater pond does not impact the wetland. The pond could act as a sink and groundwater may flow toward the stormwater pond and not to the wetland. In other words, the stormwater pond could steal hydrology from the wetland resulting in wetland drainage.

### **Water Appropriation**

The EAW indicates a need for dewatering, dust control during construction, and water appropriation. Please provide more information on this. If more than 10,000 gallons per day or more than 1,000,000 gallons per year is needed, a DNR Water Appropriation Permit is required.



## REDWOOD FALLS SOUTHEAST DEVELOPMENT

DNR Comments on Redwood Falls SE Development Project EAW

3

The city has an active water appropriation permit—WAP No. 1954-0268. The city is permitted to use up to 250 million gallons per year (MGY). Since 2000, reported water use has been between 187 MGY and 230 MGY. The EAW states that a Water Appropriation Permit will be needed but does not provide more information. What is the projected water use for this development? Has the city considered where it will obtain water to supply the new development? Will the city be drilling one or more new wells? Is the city proposing to amend the current permit or seek a new permit? Please contact the DNR Area Hydrologist and the DNR Groundwater Hydrologist if new or expanded water appropriations is being pursued.

### **Impact Mitigation**

In order for any proposed development to avoid the detriments of urban sprawl and negative impacts to ecology and hydrology, we recommend the development is designed in accordance with [Low Impact Development and Green Infrastructure](#) standards. We also encourage development planning that better addresses greenhouse gases and climate change. For instance, when neighborhoods are designed to be walkable and bikeable and business are located within the neighborhood, people are more likely to reduce their carbon footprint. We encourage the city to require green building of homes and business, such as through a [LEED](#) certified structures. We also recommend that wildlife friendly erosion control and invasive species best practices (see attachment) are used during construction.

The EAW mentions that sustainable practices, best management practices, and native landscaping will be used to minimize negative impacts. However, other than stormwater ponds, the EAW does not specifically identify any of these mitigations, and the development does not appear to be designed using low impact development principles. We recommend that this proposed development is carefully examined and re-designed to implement the strategies and mitigation outlined throughout this letter.

Sincerely,

Joanne Boettcher  
Regional Environmental Assessment Ecologist

cc:

Anne Hall, DNR District Groundwater Hydrologist  
Kyle Jarcho, DNR Area Hydrologist  
Cory Netland, DNR Area Wildlife Manager  
Karla Ihns, DNR Lands and Minerals  
Tim Gieseke, Liz Harper, Scott Roemhildt, DNR Regional Management

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

### Standard Erosion Control and Invasive Species Prevention Best Practices

#### Take precautions when working near waterbodies to prevent sedimentation and erosion:

- Erodible surfaces should not be left exposed for greater than one day. For example, work should not commence late in the week if it will be left unfinished over a weekend.
- Work should not commence if rain is predicted.
- All wheeled or tracked construction equipment should be restricted to work areas above the stream bank.
- Fill material should not be stockpiled in the floodplain.
- Backfill placed below Ordinary High Water (OHW) should consist of clean granular material free of fines, silts, soils, and mud.
- Use [Best Practices for DNR General Public Waters Work Permit GP 2004-0001: Species Protection](#). Refer to pages: 3, 11, 14, 16, 25, 33, and 34 as relevant to a particular project.
- Vegetative “grout” should be incorporated with any installed rip rap (see page 33 of above link).
- [Native species planting/seeding](#) should be used.
- DNR Public Waters Work Permit may be required. Permit requirements must be followed.

#### Use wildlife friendly erosion control:

- Biodegradable netting should be used, preferably natural materials with short degradation periods.
- Erosion control blankets should be limited to bio-netting or natural netting types due to the risk of entanglement and death of small animals. [2018 MnDOT Standards Specifications for Construction](#) identify acceptable materials in Category 3N or 4N mulches.
- Do not use products that require UV-light to degrade (also called “photodegradable”), as they do not degrade properly when covered/shaded.
- Do not use products containing plastic mesh netting or other plastic components.
- Do not use mulch products that contain synthetic (plastic) fiber additives near waterbodies.
- See [Wildlife Friendly Erosion Control](#) for more information.

#### Take active steps to prevent invasive species introduction and spread:

- Clean all equipment (including but not limited to: vehicles, clothing, and gear) at a site prior to moving to another site. All soil, aggregate material, mulch, vegetation, seeds, animals, etc. need to be removed using a hand tool, brush, compressed air, pressure washer, or otherwise.
- If equipment is not cleaned before arriving to a work site, then clean the equipment in the parking or staging area, ensuring no material is deposited at the new site. Material cleaned from equipment should be disposed of legally.
- All equipment (including but not limited to: waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps) used for work in an “infested water” must be adequately decontaminated. See [Watercraft Decontamination Manual](#) for more information.
- See [Come Clean, Leave Clean](#) for more detailed guidance. This guidance is required for those working on DNR lands as part of grant or contract or are working under a permit, your grant, contract, or permit.

#### Referenced Links

[https://files.dnr.state.mn.us/waters/watermgmt\\_section/pwpermits/gp\\_2004\\_0001\\_chapter1.pdf](https://files.dnr.state.mn.us/waters/watermgmt_section/pwpermits/gp_2004_0001_chapter1.pdf)

<https://bwsr.state.mn.us/seed-mixes>

<https://files.dnr.state.mn.us/eco/nongame/wildlife-friendly-erosion-control.pdf>

<http://www.dot.state.mn.us/pre-letting/spec/2018/2018-spec-book-final.pdf>

<https://www.dnr.state.mn.us/invasives/dnrlands.html>

<https://www.dnr.state.mn.us/invasives/dnrlands.html>

[https://files.dnr.state.mn.us/natural\\_resources/invasives/mndnr\\_ais\\_decontamination\\_handbook.pdf](https://files.dnr.state.mn.us/natural_resources/invasives/mndnr_ais_decontamination_handbook.pdf)

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

### Minnesota Department of Transportation

**From:** [Jim Doering](#)  
**To:** [DeSchepper, Megan \(DOT\)](#)  
**Cc:** [Owen Todd](#); [Shane Traulsky](#); [Angie Smith](#)  
**Subject:** RE: Redwood Falls EAW Comments  
**Date:** Wednesday, September 29, 2021 10:14:30 AM  
**Attachments:** [image002.jpg](#)  
[image001.png](#)

Megan,

Thanks for your comments. I have CC'd folks at Bolton & Menk Inc. our appointed City Engineers for a response.

JD

**James Doering**  
**Public Works Project Coordinator**  
City of Redwood Falls  
333 S. Washington St., PO Box 526  
Redwood Falls, MN 56283  
507-616-7400 voice; 507-637-2417 fax  
507-430-5904 cell

No Department email.jpg 2



**Privacy Statement:**

This e-mail is intended to be read only by the intended recipient. This e-mail may be legally privileged or protected from disclosure by law. If you are not the intended recipient, any dissemination of this e-mail or any attachments is strictly prohibited, and you should refrain from reading this e-mail or examining any attachments. If you received this e-mail in error, please notify the sender immediately and delete this e-mail and any attachments. Thank you.

**From:** DeSchepper, Megan (DOT) <megan.deschepper@state.mn.us>  
**Sent:** Wednesday, September 29, 2021 8:45 AM  
**To:** Jim Doering <jdoering@ci.redwood-falls.mn.us>  
**Subject:** Redwood Falls EAW Comments

Hi Jim,

MnDOT District 8 has received and reviewed the Redwood Falls Southeast Development EAW Agency Review and has the following comments:

- It appears this is a phased development from north to south, it would be MnDOT's recommendation to keep all access points on the CSAH system, with no accesses directly onto TH 67.
- The separation from the proposed access onto TH 67 and CSAH 1 doesn't appear to meet

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

spacing requirements from the intersection.

- Any access on TH 67 will require a change of use/access permit. A right turn lane would likely be required at the developers expense. Please work with Permit Coordinator [jeff.illies@state.mn.us](mailto:jeff.illies@state.mn.us) for any permitting.

Please let me know if you have any questions/concerns. Thank you for the opportunity to review and comment on the proposed development.

Megan M. DeSchepper, AICP- Principal Planner  
MnDOT District 8, Willmar  
2505 Transportation Road  
Willmar, MN 56201

Office Phone: 320-214-6414



## REDWOOD FALLS SOUTHEAST DEVELOPMENT

### Minnesota Pollution Control Agency



520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300  
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

October 5, 2021

James Doering  
Public Works Project Coordinator  
333 South Washington Street  
PO Box 526  
Redwood Falls, MN 56283

RE: Redwood Falls Southeast Development Project Environmental Assessment Worksheet

Dear James Doering:

Thank you for the opportunity to review and comment on the Environmental Assessment Worksheet (EAW) for the Redwood Falls Southeast Development project (Project) in the City of Redwood Falls, Redwood County, Minnesota. The Project consists of a 208 acre mixed use development. Regarding matters for which the Minnesota Pollution Control Agency (MPCA) has regulatory responsibility or other interests, the MPCA staff has the following comments for your consideration.

#### Water Resources (Item 11)

##### *Surface Water*

As stated in the EAW County Ditch (CD) 52 was found to be impaired for Aquatic Macroinvertebrates and although there is not a Total Maximum Daily Load for CD 52, dissolved oxygen, eutrophication, degraded habitat and altered hydrology were all found to be stressors to the Macroinvertebrate communities in the ditch. The adjacent CD 22 was found to be meeting both aquatic macroinvertebrates and fish which is rare in southern Minnesota. Therefore, the MPCA suggests the Project proposer implements Best Management Practices (BMPs) to prevent further degradation of the ditches during development of the areas including stormwater controls, erosion prevention and stormwater ponds designed to take the excess phosphorus out of stormwater runoff. It's important to ensure the water coming from impervious surfaces gets addressed before entering the ditch system. Total Suspended Solids was not found to be a stressor in this system and it would be good to keep it that way. For questions regarding impaired waters, please contact Bryan Spindler at 507-344-5267 or [bryan.spindler@state.mn.us](mailto:bryan.spindler@state.mn.us).

##### *Groundwater*

- The EAW indicates that subsurface water was noted as shallow as five feet during the soil boring assessment, however, there are no more details provided on borings that were conducted. More details on the findings of the geotechnical report should be provided along with an indication of the anticipated depth of the sanitary sewer and other utility construction.
- The need to conduct dewatering activities to install the sanitary sewer or other utilities as a result of the shallow groundwater should be discussed.

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

James Doering  
Page 2  
October 5, 2021

### Wastewater

- It is not clear what the wastewater design flow of the development is or will be. The housing units are specified as 69,000 gallons per day (gpd) for 230 homes but the industrial/commercial is not specified and is listed as TBD. Using the 1500 gpd/acre discussed for the 107 acres of industrial land use would equal 160,500 gpd. Therefore the total of housing and industrial/commercial could be 229,000 gpd.
- The design capacity of the wastewater treatment plant (WWTP) and the actual current influent flows and projected flow increases should be discussed in more detail with regard to available treatment capacity. The Redwood Falls WWTP has a permitted Average Wet Weather Flow (AWWF) of 1.321 Million Gallons per Day (MGD). Reported flows over the past 4 years shows that they exceeded the design flow in 2018 and 2019 and are at a 4 year average of 93% of design capacity. The total from this area may exceed the design capacity of the treatment plant and that must be discussed in the EAW. Questions regarding wastewater can be directed to Dave Sahli at 651-757-2687 or [david.sahli@state.mn.us](mailto:david.sahli@state.mn.us).

### Stormwater

- The EAW states the development area is 324 acres in total. Since the Project will likely disturb 50 or more acres of land and has the ability to discharge to a water within 1 mile that has a construction-related impairment, the Stormwater Pollution Prevention Plan (SWPPP) for the Project must be submitted to the MPCA for review and approval prior to obtaining NPDES/SDS General Construction Stormwater permit (CSW Permit) coverage.
- Because the Project has the ability to discharge to an impaired water, the CSW Permit requires additional erosion and sediment control Best Management Practices (BMPs) not mentioned in the EAW. These include immediately stabilizing soils if any portion of the site will not be worked for 7 days or more and providing a temporary sediment pond where 5 or more acres of land drains to a common location.
- Due to the presence of wetlands on the site, at least 50 feet of existing buffers must be maintained during construction. If this is not possible to complete the construction, then redundant (double) downgradient sediment controls must be installed to protect the wetlands from sediment discharges during construction. Also the wetlands on the site may not be utilized for management of stormwater unless they have gone through the wetland mitigation process.
- Since the Project will be phased over many years, it is important the Owner of the site maintain CSW Permit coverage at the site until all construction is complete. New owners for sold portions of the site can obtain their own CSW Permit coverage using the Subdivision Registration process as long as the existing permit remains active. CSW Permit coverage is required even if sold portions of the site are less than 1 acre in size.
- The CSW Permit requires a volume reduction method, such as infiltration, to manage stormwater from impervious areas after construction. If soils prohibit infiltration, reuse of collected stormwater can be considered. The Project proposer is also encouraged to reduce stormwater volume by reducing the amount of impervious areas such as by using pervious pavements and maximizing green space. Please direct questions regarding CSW Permit requirements to Roberta Getman at 507-206-2629 or [roberta.getman@state.mn.us](mailto:roberta.getman@state.mn.us).

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

James Doering  
Page 3  
October 5, 2021

We appreciate the opportunity to review this Project. Please provide your specific responses to our comments and notice of decision on the need for an Environmental Impact Statement. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit action(s) by the MPCA.

Ultimately, it is the responsibility of the Project proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this EAW, please contact me by email at [karen.kromar@state.mn.us](mailto:karen.kromar@state.mn.us) or by telephone at 651-757-2508.

Sincerely,

*Karen Kromar*

This document has been electronically signed.

Karen Kromar  
Project Manager  
Environmental Review Unit  
Resource Management and Assistance Division

KK/BS/DS/RG-vs

cc: Dan Card, MPCA, St. Paul  
Bryan Spindler, MPCA, Mankato  
Dave Sahli, MPCA, St. Paul  
Roberta Getman, MPCA, Rochester  
Randy Hukriede, MPCA, Marshall

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

### U.S. Army Corps of Engineers

**From:** [Angie Smith](#)  
**To:** [Jim Doering](#); [Brown, Meghan J CIV USARMY CEMVP \(USA\)](#)  
**Cc:** [Owen Todd](#)  
**Subject:** RE: Redwood Falls Development MVP-2020-01882-MJB  
**Date:** Wednesday, October 6, 2021 8:27:00 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---

Good morning!

Due to the newly revised federal rules and with adjacent public ditches, we wanted to provide USACE an opportunity to comment on the proposed development. Should the AID provide all necessary information from USACE's perspective, we have no issues or concerns withdrawing this review request.

Best,  
Angie

**Angie Smith**  
Senior Environmental Planner  
**Bolton & Menk, Inc.**  
7533 Sunwood Drive NW  
Suite 206  
Ramsey, MN 55303  
Office: 763-433-2851 x3693  
Mobile: 612-400-5540  
[Bolton-Menk.com](http://Bolton-Menk.com)



**From:** Jim Doering <[jdoering@ci.redwood-falls.mn.us](mailto:jdoering@ci.redwood-falls.mn.us)>  
**Sent:** Friday, October 1, 2021 7:54 AM  
**To:** Brown, Meghan J CIV USARMY CEMVP (USA) <[Meghan.J.Brown@usace.army.mil](mailto:Meghan.J.Brown@usace.army.mil)>  
**Cc:** Owen Todd <[Owen.Todd@bolton-menk.com](mailto:Owen.Todd@bolton-menk.com)>; Angie Smith <[Angie.Smith@bolton-menk.com](mailto:Angie.Smith@bolton-menk.com)>  
**Subject:** RE: Redwood Falls Development MVP-2020-01882-MJB

Thank you for the review and reply, I am forwarding your question to our appointed City Engineer who will provide an answer to your question.



## REDWOOD FALLS SOUTHEAST DEVELOPMENT

Thanks,

JD

**James Doering**  
**Public Works Project Coordinator**  
City of Redwood Falls  
333 S. Washington St., PO Box 526  
Redwood Falls, MN 56283  
507-616-7400 voice; 507-637-2417 fax  
507-430-5904 cell

No Department email.jpg 2



**Privacy Statement:**

This e-mail is intended to be read only by the intended recipient. This e-mail may be legally privileged or protected from disclosure by law. If you are not the intended recipient, any dissemination of this e-mail or any attachments is strictly prohibited, and you should refrain from reading this e-mail or examining any attachments. If you received this e-mail in error, please notify the sender immediately and delete this e-mail and any attachments. Thank you.

**From:** Brown, Meghan J CIV USARMY CEMVP (USA) <[Meghan.J.Brown@usace.army.mil](mailto: Meghan.J.Brown@usace.army.mil)>  
**Sent:** Thursday, September 30, 2021 5:15 PM  
**To:** Jim Doering <[jdoering@ci.redwood-falls.mn.us](mailto: jdoering@ci.redwood-falls.mn.us)>  
**Subject:** Redwood Falls Development MVP-2020-01882-MJB

James,

We received an EAW regarding the proposal in the subject line, where development is proposed within two parcels. I see we provided an Approved Jurisdiction Determination (AJD) regarding the waterbodies on-site so it appears we do not have jurisdiction over the wetlands. If impacts are proposed to waters outside of those two wetlands, please let me know. Otherwise, are you ok withdrawing your application for the Corps review since we provided you the AID previously?

Please let me know if you have any questions.

Respectfully,  
Meghan Brown (she/her/hers)  
USACE Regulatory Project Manager  
(651) 290-5688

1114 South Oak Street, La Crescent, Minnesota 55947-1560

## REDWOOD FALLS SOUTHEAST DEVELOPMENT

---

Information on Corps of Engineers Regulatory Program status during the COVID-19 pandemic can be found at: <https://www.mvp.usace.army.mil/missions/regulatory>

Please use [usace\\_requests\\_mn@usace.army.mil](mailto:usace_requests_mn@usace.army.mil) for new requests for action (pre-application consultations, permit applications, requests for delineation concurrences, requests for jurisdictional determinations, and mitigation bank proposals). Please include the county name in the subject line (e.g. Washington County).

**REDWOOD FALLS SOUTHEAST DEVELOPMENT**

---

**B. City of Redwood Falls Resolution of Negative Declaration**

**RESOLUTION NO. 59 OF 2021**

**RESOLUTION ISSUING A NEGATIVE DECLARATION OF NEED FOR AN ENVIRONMENTAL IMPACT STATEMENT FOR REDWOOD FALLS SOUTHEAST DEVELOPMENT**

**WHEREAS**, the City of Redwood Falls, hereinafter referred to as “City,” is proposing to develop 324 acres southeast of the city; and

**WHEREAS**, under the State of Minnesota Rules 4410.4300, Subpart 36, combined residential, commercial and industrial development of this size is required to have an Environmental Assessment Worksheet (EAW) prepared; and

**WHEREAS**, for the purposes of conducting the EAW, the City is the Responsible Governmental Unit (“RGU”); and

**WHEREAS**, the Minnesota Rules Chapter 4410.1500 requires the RGU to prepare a draft EAW document and distribute it to various governmental agencies and the general public; and

**WHEREAS**, in accordance with Minnesota Rules Chapter 4410, the City has completed the public comment period for the Southeast Development and,

**WHEREAS**, the mandatory EAW was sent to the following agencies for review and comment:

Board of Water and Soil Resources  
Environmental Quality Board  
Indian Affairs Council  
Minnesota Department of Agriculture  
Minnesota Department of Commerce  
Minnesota Department of Health  
Minnesota Department of Natural Resources  
Minnesota Department of Transportation  
Minnesota Environmental Quality Board  
Minnesota Pollution Control Agency  
Minnesota State Archaeologist  
Southwest Regional Development Council  
State Historic Preservation Office  
Redwood County  
U.S. Army Corps of Engineers  
U.S. Environmental Protection Agency  
U.S. Fish & Wildlife Service

**REDWOOD FALLS SOUTHEAST DEVELOPMENT**

**WHEREAS**, a notice of the mandatory EAW was published in the EQB Monitor on September 7, 2021, and copies of the document were placed in the City's administration center and the Region Eight Marshall-Lyon County Library, and,

**WHEREAS**, the deadline for comments on the EAW was open through October 7, 2021, and,

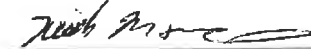
**WHEREAS**, based upon the written comments received, the City has prepared written responses and found there is no potential for significant environmental impacts as a result of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD FALLS, REDWOOD COUNTY, STATE OF MINNESOTA, as follows:**

1. That the City in its capacity as the RGU, makes a negative declaration for the preparation of an Environmental Impact Statement (EIS) for the Southeast Development.
2. The City shall prepare and cause to be distributed the Notice of Decision as required in Minnesota Rules Chapter 4410.1700, Subpart 5.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 2<sup>nd</sup> day of November 2021.

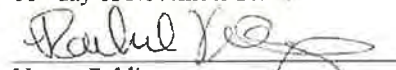
ATTEST:

  
\_\_\_\_\_  
Keith Muetzel  
City Administrator

  
\_\_\_\_\_  
Tom Quackenbush  
Mayor

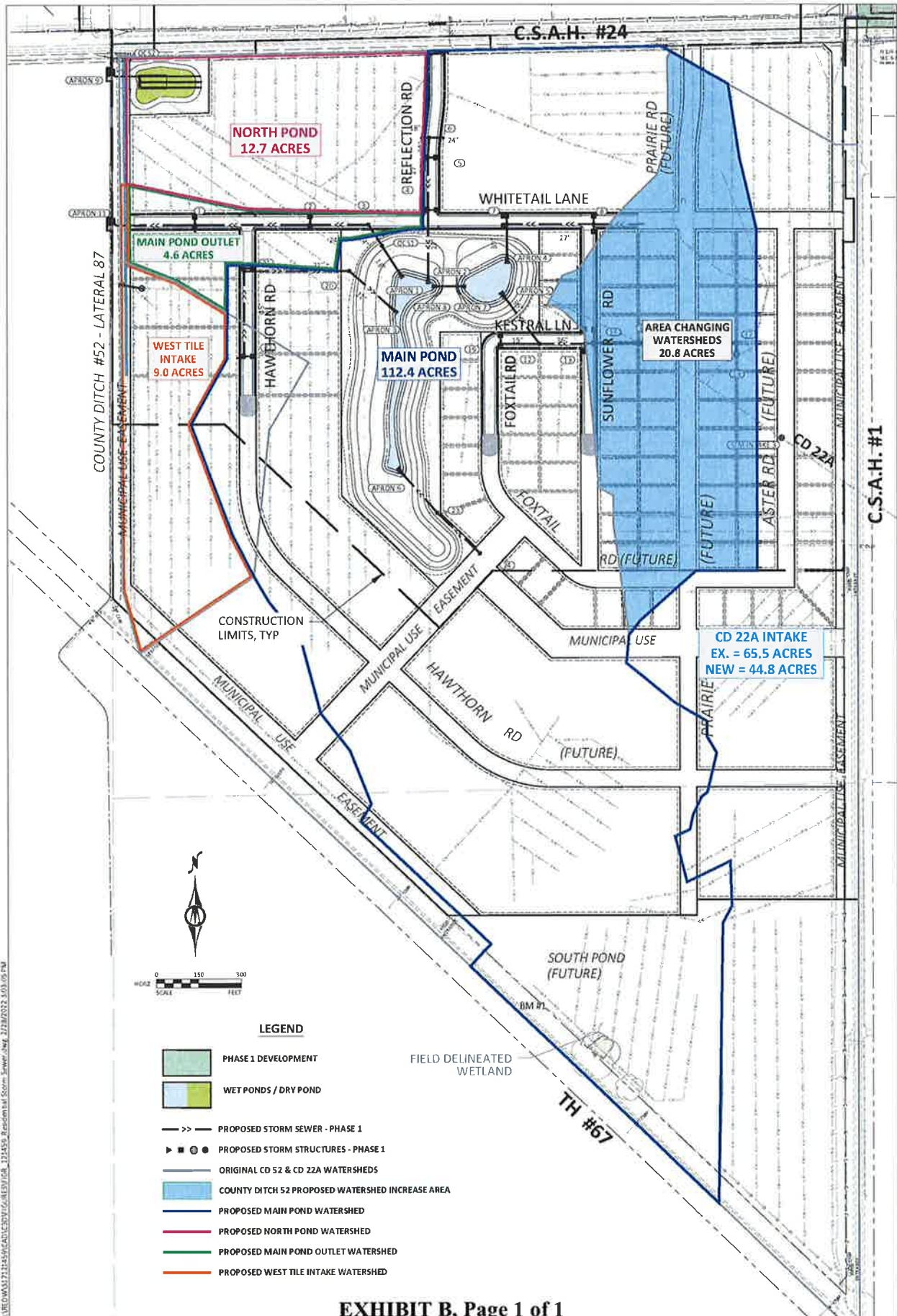
(City Seal)

Subscribed and sworn to before me this  
16<sup>th</sup> day of November 2021.

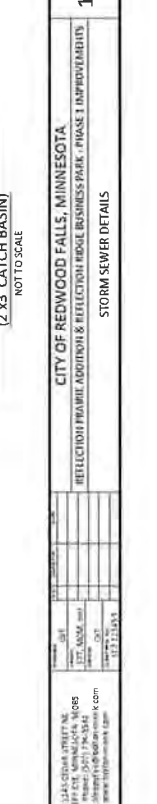
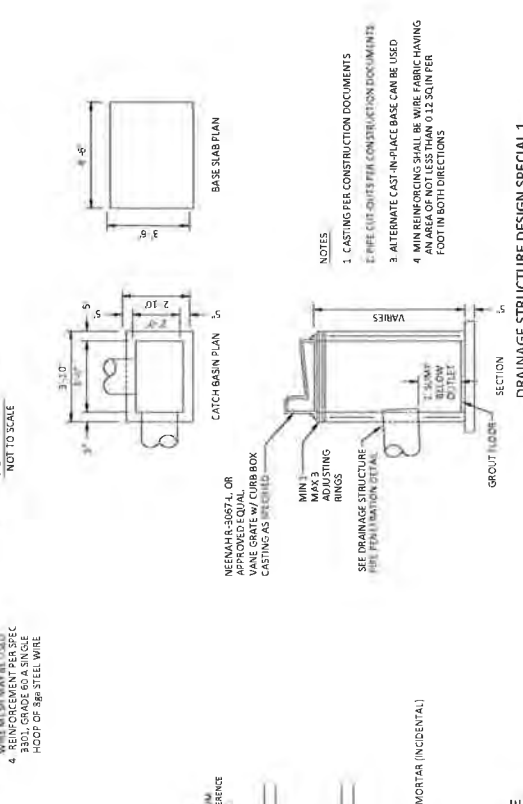
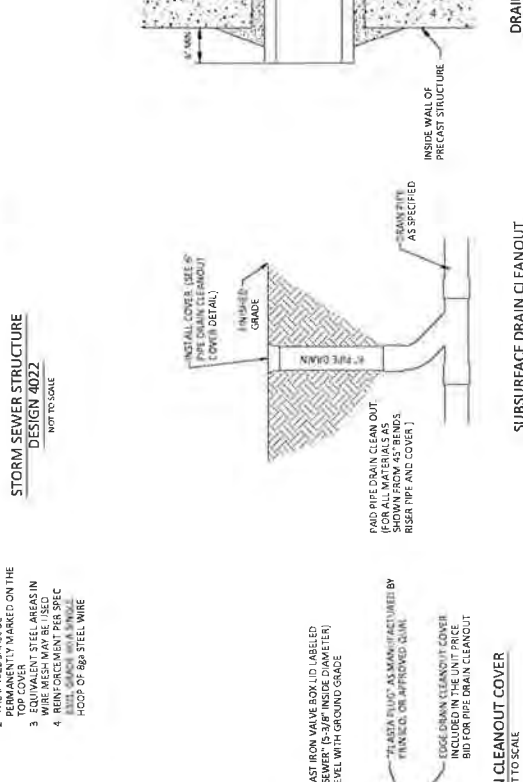
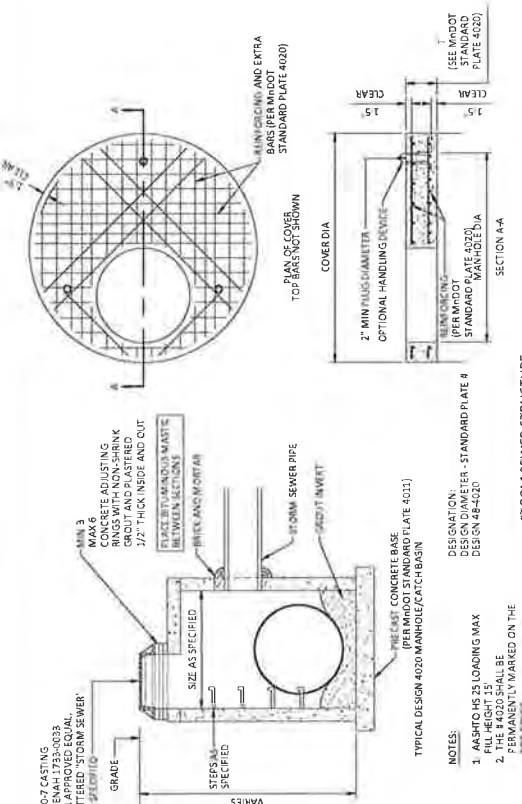
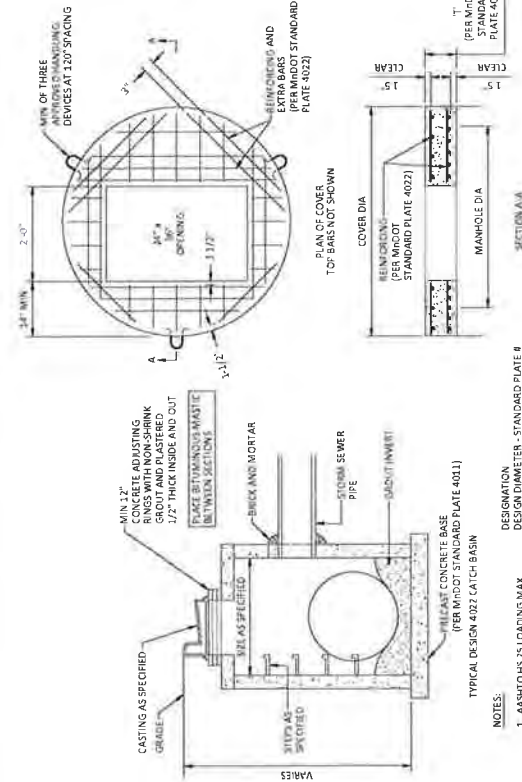
  
\_\_\_\_\_  
Notary Public



**RESOLUTION NO. 59 Of 2021**  
**Page 2 of 2**



A:\REDCOM\3171455\GARDENVIEW\GARDENVIEW\056\_121456\_ Residential Storm Sewer.dwg, 2/18/2022, 5:03:05 PM



SHEET  
1.11

**CITY OF REDWOOD FALLS, MINNESOTA**

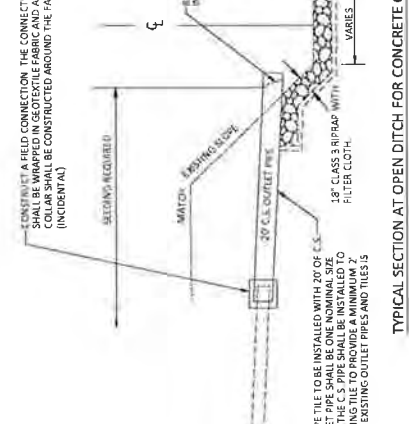
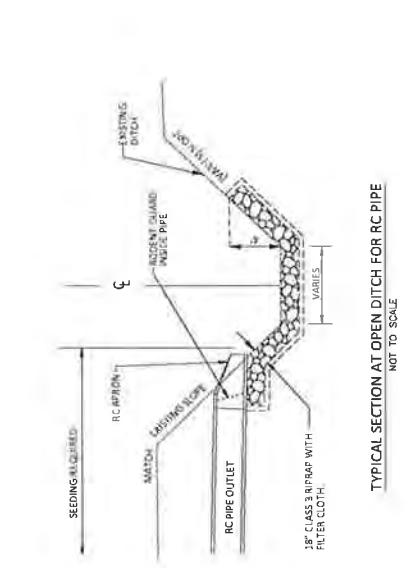
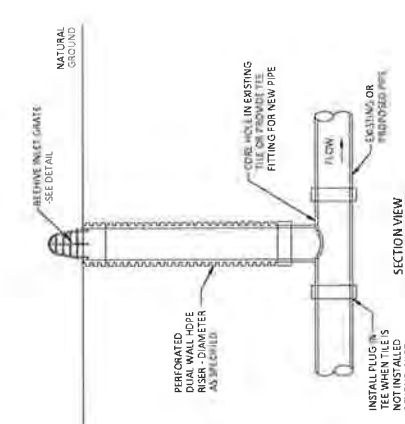
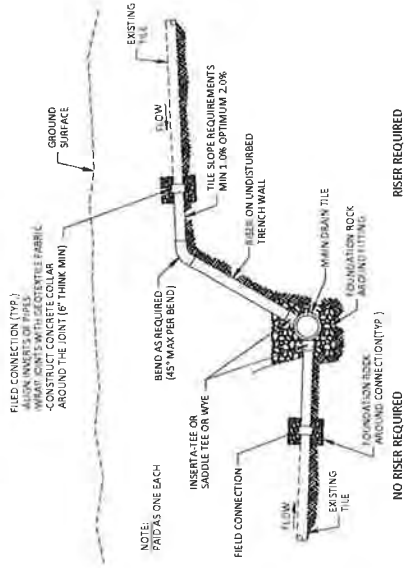
REFLECTION PAVEMENT ADDITION & REFLECTION ROSE BUSINESS PARK - PHASE 1 IMPROVEMENTS

**BOLTON & MENK**

1345 OLIVE STREET, NE  
SUITE 101  
REDWOOD FALLS, MN 56455  
Phone: (507) 786-5447  
Fax: (507) 786-5447  
www.boltonmenk.com

**City of Redwood Falls**

11.23.13



NEW CONCRETE OR HDPE TILE TO BE INSTALLED WITH 20' OF C.S. OUTLET PIPE. C.S. OUTLET PIPE SHALL BE ONE NOMINAL SIZE LARGER THAN THE TILE. THE C.S. PIPE SHALL BE INSTALLED TO OVERLAP THE TILE. THE TILE SHALL BE INSTALLED TO OVERLAP REMOVAL OF EXISTING OUTLET PIPES AND TILES IS INCIDENTAL.

SHEET  
1.12

CITY OF REDWOOD FALLS, MINNESOTA  
 REFLECTIONS PRAIRIE ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE 1 IMPROVEMENTS

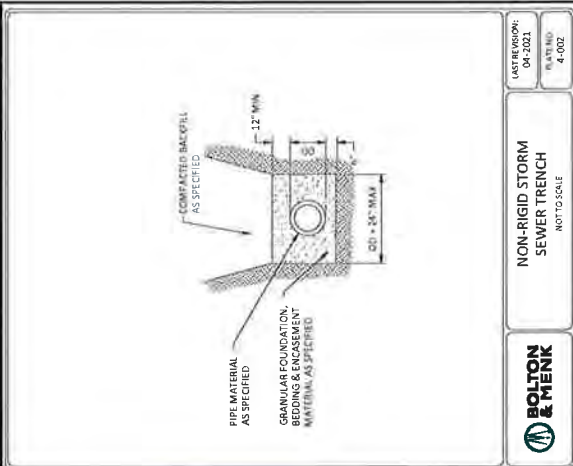
STORM SEWER DETAILS

DATE: 07/11/2019  
 TIME: 10:11 AM  
 USER: JMM  
 PROJECT: 1745 CEDAR STREET NW  
 SHEET: 1.12 MINNESOTA SD  
 DRAWN: JMM  
 CHECKED: JMM  
 APPROVED: JMM

**BOLTON & MENK**

1745 CEDAR STREET NW  
 SHEET: 1.12 MINNESOTA SD  
 DRAWN: JMM  
 CHECKED: JMM  
 APPROVED: JMM

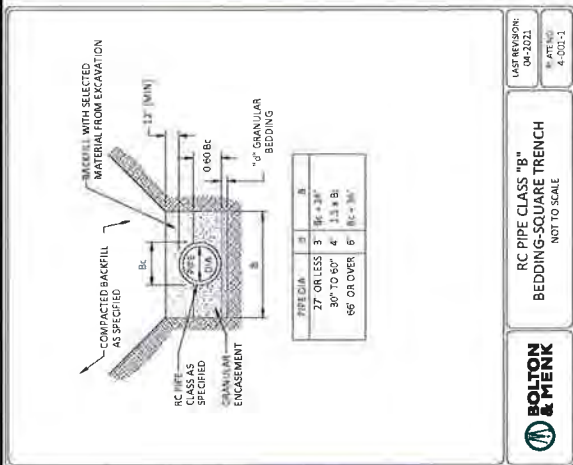
CITY OF REDWOOD FALLS



**BOLTON & MENK**

NON-RIGID STORM SEWER TRENCH  
NOT TO SCALE

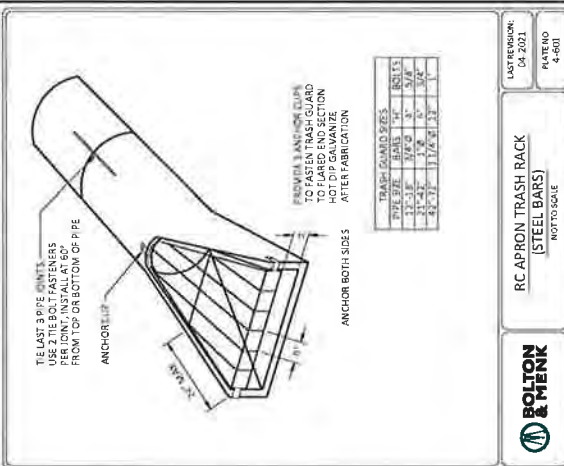
LAST REVISION: 04-2021  
PLATE NO. 4-002



**BOLTON & MENK**

RC PIPE CLASS "B" BEDDING-SQUARE TRENCH  
NOT TO SCALE

LAST REVISION: 04-2021  
PLATE NO. 4-2021-1



**BOLTON & MENK**

RC APRON TRASH RACK (STEEL BARS)  
NOT TO SCALE

LAST REVISION: 04-2021  
PLATE NO. 4-601

**BOLTON & MENK**

CITY OF REDWOOD FALLS, MINNESOTA

REFLECTION PRAIRIE ADDITION & REFLECTION BRIDGE BUSINESS PARK - PHASE 1 IMPROVEMENTS

STORM SEWER STANDARD PLATES

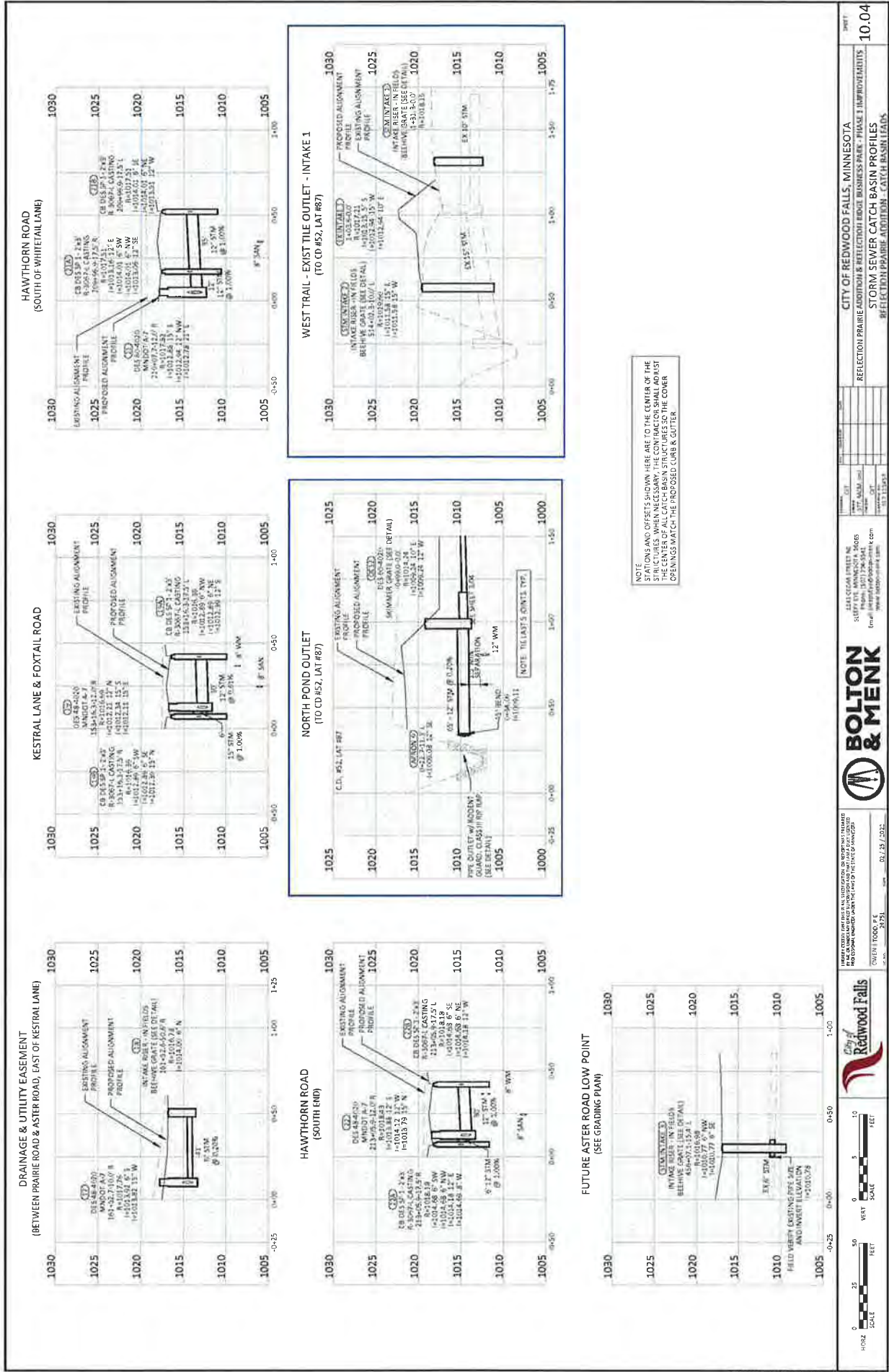
1.13

1243 CEDAR STREET NE  
SUITE 100, MINNETONKA, MN 55369  
Email: info@boltonmenk.com  
www.boltonmenk.com



**BOLTON & MENK**





**CITY OF REDWOOD FALLS, MINNESOTA**

**REFLECTION PRAIRIE ADDITION & REFLECTION BOULE BUSINESS PARK - PHASE 1 IMPROVEMENTS**

**STORM SEWER CATCH BASIN PROFILES**

**REFLECTION PRAIRIE ADDITION - CATCH BASIN LEADS**

**10.04**

**BOLTON & MENK**

**City of Redwood Falls**

0 25 50 100  
SCALE  
VERT SCALE  
HORIZONTAL SCALE

0 10 20 30  
SCALE  
VERT SCALE  
HORIZONTAL SCALE

PROJECT NO. 23751 DATE: 02/28/2022

DATE: 02/28/2022

BY: [Signature]

CHK: [Signature]

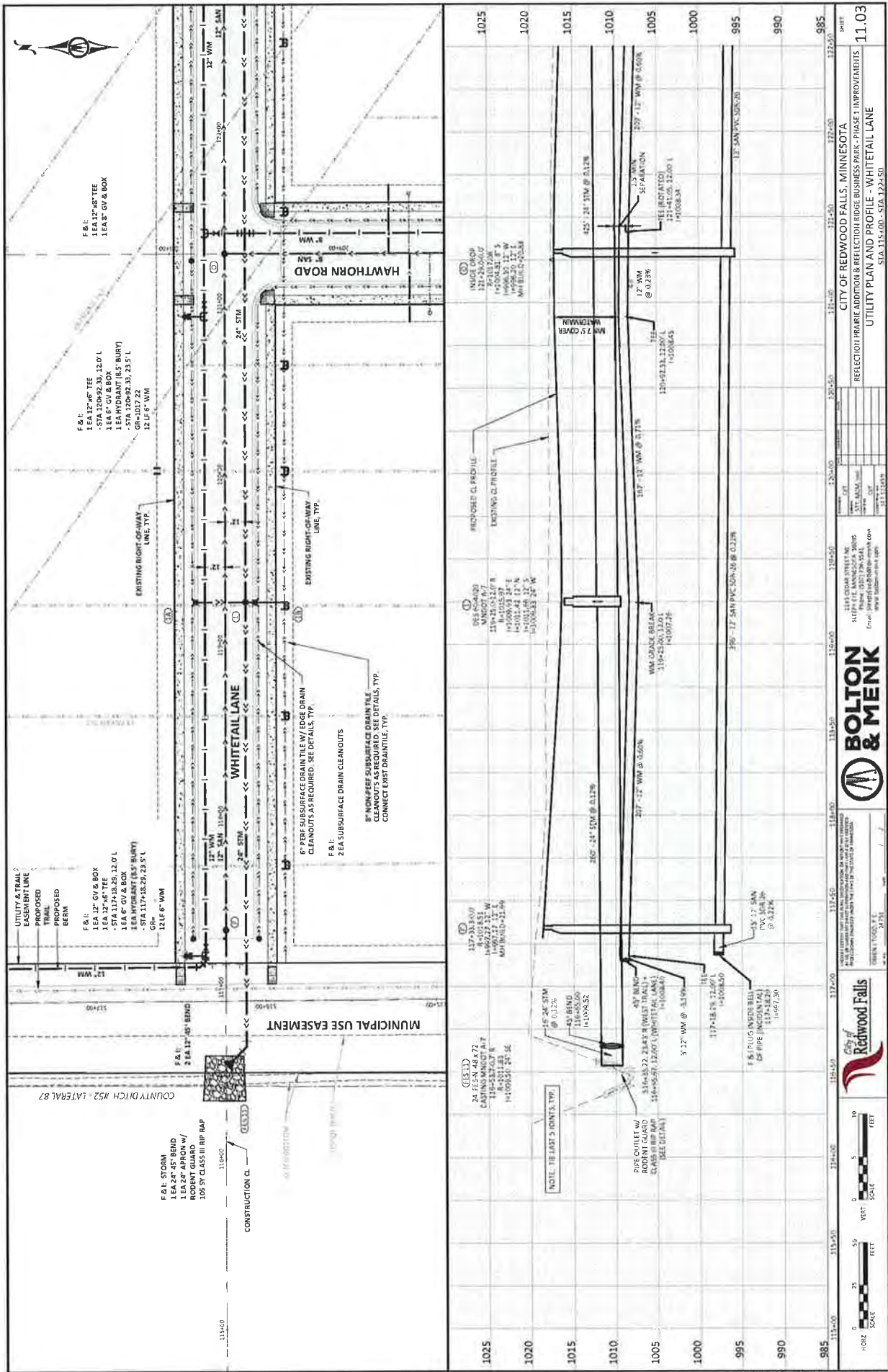
APP: [Signature]

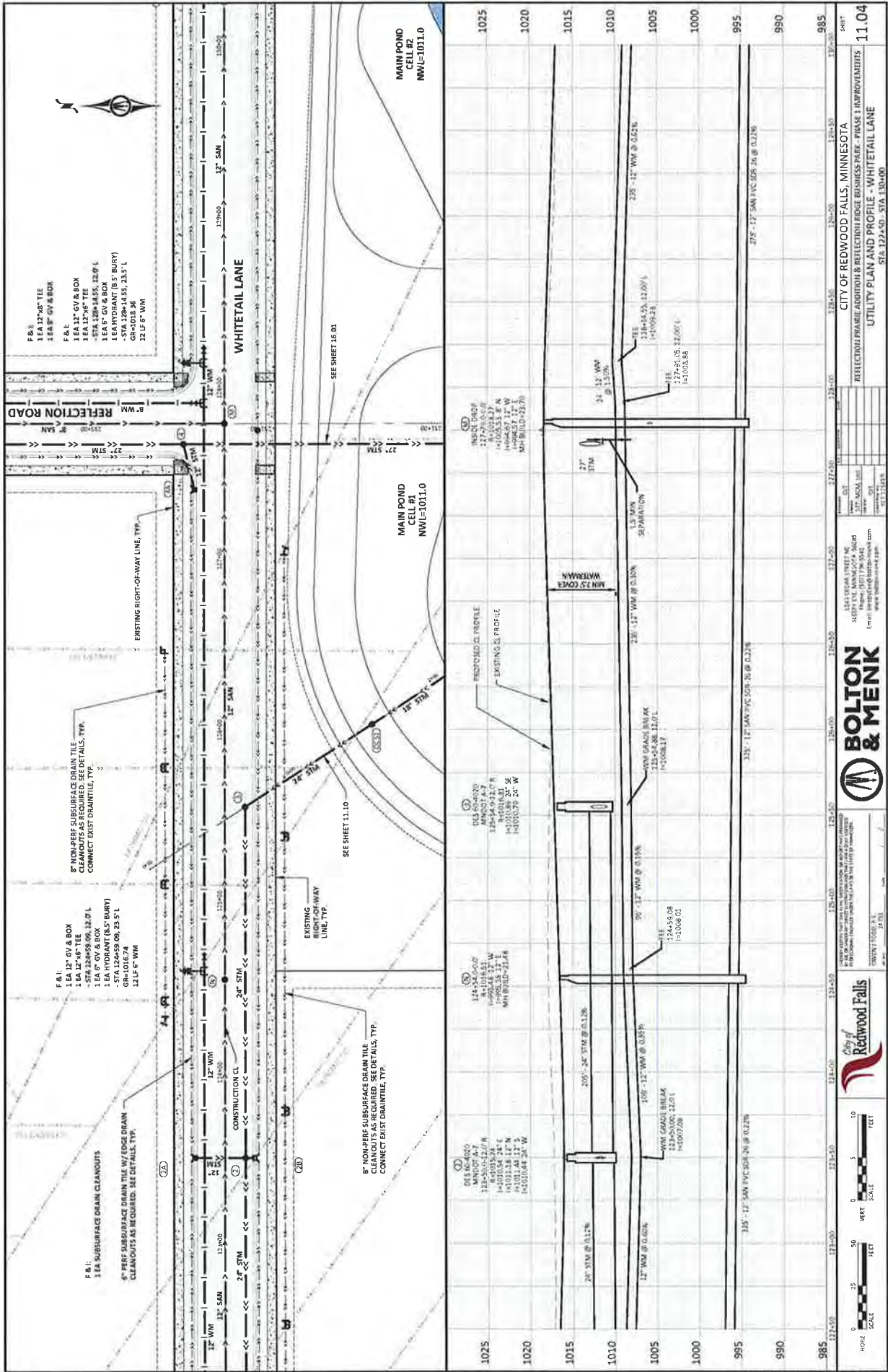
DESIGNER: [Signature]

DRAWN: [Signature]

CHECKED: [Signature]

DATE: 02/28/2022





- F & I:**  
 1 EA 12"x8" TEE  
 1 EA 8" GV & BOX  
 F & I:  
 1 EA 12"x6" GV & BOX  
 1 EA 12"x6" TEE  
 - STA 1228+45.5, 12.0' L  
 1 EA 8" GV & BOX  
 1 EA HYDRANT (8" & BURY)  
 GR=0.015 %  
 STA 1230+50, 23.5' L  
 12 LF 6" WM

- F & I:**  
 1 EA 12" GV & BOX  
 1 EA 12"x4"x8" 90° 12.0' L  
 1 EA 8" GV & BOX  
 1 EA HYDRANT (8" & BURY)  
 - STA 1244+50.09, 23.5' L  
 GR=0.0167 %  
 12 LF 6" WM

- F & I:**  
 1 EA SURFACE DRAIN CLEANOUTS  
 6" FREE SURFACE DRAIN TILE W/ EDGE DRAIN  
 CLEANOUTS AS REQUIRED. SEE DETAILS. TYP.

- F & I:**  
 1 EA 12" GV & BOX  
 1 EA 12"x4"x8" 90° 12.0' L  
 1 EA 8" GV & BOX  
 1 EA HYDRANT (8" & BURY)  
 - STA 1244+50.09, 23.5' L  
 GR=0.0167 %  
 12 LF 6" WM

SEE SHEET 10.01

SEE SHEET 11.10

8" NON-FREE SURFACE DRAIN TILE  
 CLEANOUTS AS REQUIRED. SEE DETAILS. TYP.  
 CONNECT EAST DRAIN TILE. TYP.

8" NON-FREE SURFACE DRAIN TILE  
 CLEANOUTS AS REQUIRED. SEE DETAILS. TYP.  
 CONNECT EAST DRAIN TILE. TYP.

SHEET **11.04**

CITY OF REDWOOD FALLS, MINNESOTA  
 REFLECTOR FRAME ADDITION & REFLECTION RIDGE BUSINESS PARK - PHASE 1 IMPROVEMENTS  
 UTILITY PLAN AND PROFILE - WHITTAIL LANE  
 STA. 1224+00 - STA. 1304+00

DATE: 01/14/2020  
 DRAWN BY: MANDI A. J.  
 CHECKED BY: JEFFREY W. L.  
 PROJECT NO.: 124450  
 SHEET NO.: 11.04  
 TOTAL SHEETS: 11

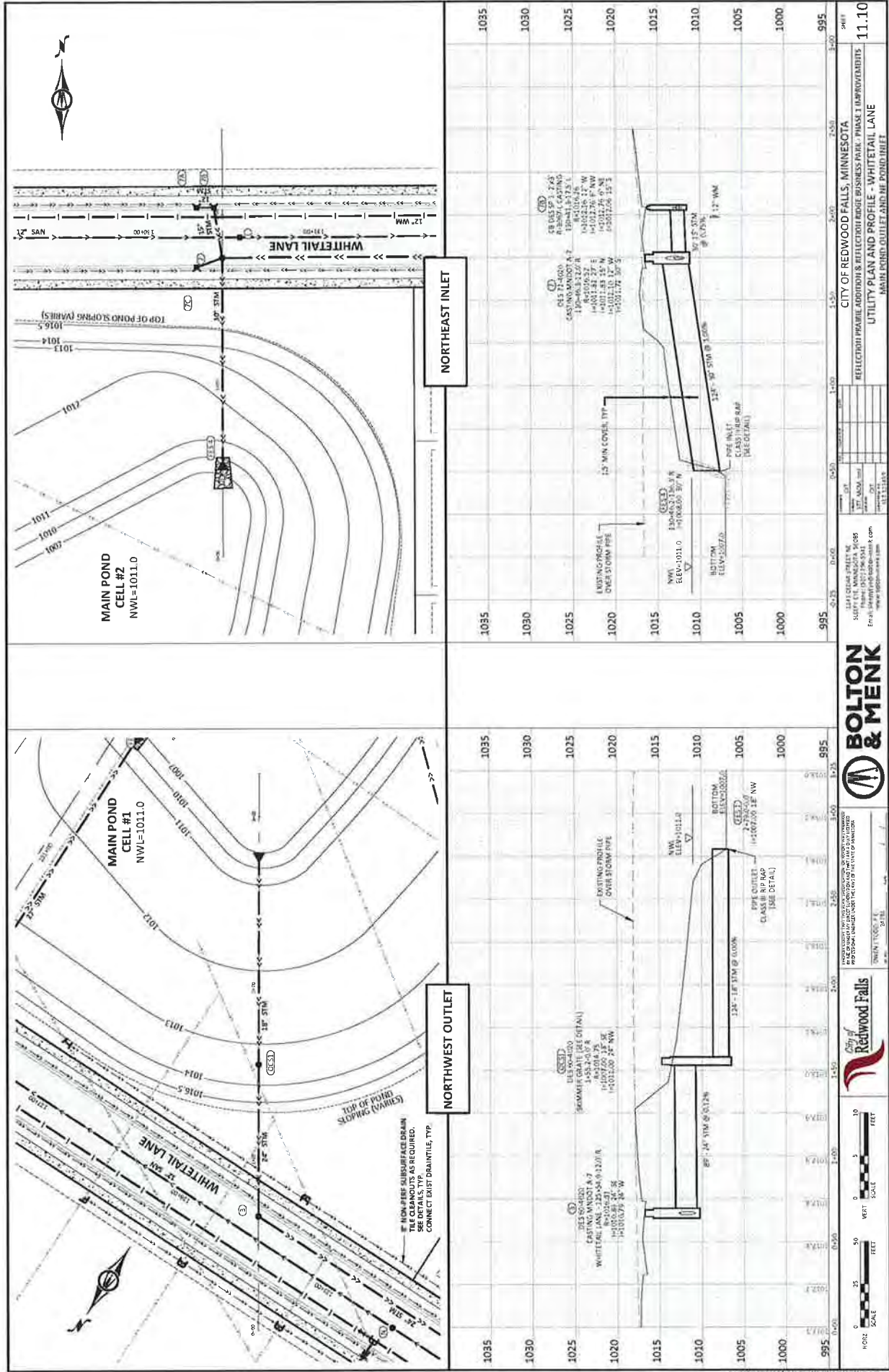
1341 CEDAR STREET NE  
 SUITE 100, MINNEAPOLIS, MN 55412  
 TEL: 763-571-0700  
 WWW.BOLTON-AND-MENK.COM

**BOLTON & MENK**

1" = 20' HORIZONTAL SCALE  
 1" = 2' VERTICAL SCALE

DATE: 01/14/2020  
 DRAWN BY: MANDI A. J.  
 CHECKED BY: JEFFREY W. L.  
 PROJECT NO.: 124450  
 SHEET NO.: 11.04  
 TOTAL SHEETS: 11

EXHIBIT C, Page 6 of 7



**CITY OF REDWOOD FALLS, MINNESOTA**  
 REFLECTOR PAVEMENT ADDITION & REFLECTOR RIDGE BUSINESS PARK - PHASE I IMPROVEMENTS  
 UTILITY PLAN AND PROFILE - WHITTAIL LANE  
 MAIN POND OUTLET AND MAIN POND INLET

**BOLTON & MENK**  
 City of Redwood Falls

DATE: 11.11.11  
 SHEET: 11.10

1" = 10' HORIZ SCALE  
 1" = 5' VERT SCALE



520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300  
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

September 13, 2021

James Doering  
City of Redwood Falls  
PO Box 526  
Redwood Falls, MN 56283-0526

RE: Issuance of Coverage under the Small Municipal Separate Storm Sewer Systems General Permit MNR040000 for City of Redwood Falls MS4

Dear James Doering:

In accordance with Minn. R. 7001.0140, the Minnesota Pollution Control Agency (MPCA) is issuing coverage under the Small Municipal Separate Storm Sewer System (MS4) General Permit MNR040000 (MS4 General Permit) to the City of Redwood Falls MS4, effective September 13, 2021. Enclosed is your official Notice of Coverage, which includes the above referenced MS4 General Permit requirements.

Our final decision to issue permit coverage was based on the following:

- You submitted a complete application; and
- No applicable comments were received or all applicable comments received have been addressed.

If you were covered under the August 1, 2013, MS4 General Permit, coverage under that permit is immediately terminated as of the date on this letter.

You must:

- Comply with the requirements of the MS4 General Permit and your Stormwater Pollution Prevention Program (SWPPP) Document;
- Meet the new requirements in the MS4 General Permit within 12 months of the date of receiving permit coverage;
- Retain your SWPPP Document and all records pertinent to it for at least three (3) years beyond the term of the MS4 General Permit;
- Report on activities that were required or committed to under the previous permit. Your annual report, due June 30 of each year, must cover all activities and permit requirements of the previous calendar year regardless which permit those activities are conducted under; and
- Retain this letter as documentation of your coverage under the MS4 General Permit.

The issuance of coverage does not preclude the MPCA from conducting inspections or audits.

James Doering  
Page 2  
September 13, 2021

If you have questions, please contact Rajminder Heck 651-757-2296 or [raj.heck@state.mn.us](mailto:raj.heck@state.mn.us).

Sincerely,

*Duane Duncanson*

*This document has been electronically signed.*

Duane Duncanson  
Supervisor  
Municipal Stormwater Unit  
Municipal Division

DD/RH:map

cc: Activity GEN20170001 @ 43775



**AUTHORIZATION TO DISCHARGE STORMWATER  
ASSOCIATED WITH SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS  
UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)/  
STATE DISPOSAL SYSTEM (SDS) PROGRAM  
MS400236**

**Permittee:** City of Redwood Falls  
**Coverage issuance date:** September 13, 2021  
**Expiration date:** November 15, 2025

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to operate a small municipal separate storm sewer system (MS4) and to discharge from the small MS4 to receiving waters, in accordance with the requirements of the Small Municipal Separate Storm Sewer Systems General Permit MNR040000 (General Permit).

The goal of the General Permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

The MPCA issued the General Permit on November 16, 2020, however the permittee received coverage under the General Permit on the coverage issuance date identified above. The General Permit expires at midnight on the expiration date identified above.

*Signature:* *Duane Duncanson* for the Minnesota Pollution Control Agency

*This document has been electronically signed.*

Duane Duncanson  
Supervisor, Municipal Stormwater Unit  
Municipal Division

If you have questions about the General Permit, including specific permit requirements, permit reporting, or permit compliance status, please contact the MPCA at:

Municipal Stormwater Program  
Municipal Division  
Minnesota Pollution Control Agency  
520 Lafayette Road North  
St. Paul, Minnesota 55155-4194  
Telephone: 651-296-6300 or toll free in Minnesota: 800-657-3864

## Table of Contents

	Page
1.1 Eligibility .....	3
2.1 Authorized Stormwater Discharges .....	3
3.1 Authorized Non-Stormwater Discharges .....	3
4.1 Limitations on Authorization .....	3
5.1 Permit Authorization .....	3
6.1 Transfer of Ownership or Control .....	4
7.1 Issuance of Individual Permits .....	4
8.1 Rights and Responsibilities .....	4
9.1 Application for Reissuance.....	4
10.1 New Permittee Applicants .....	4
11.1 Existing Permittee Applicants .....	4
12.1 Stormwater Pollution Prevention Program (SWPPP) Document .....	4
13.1 Stormwater Pollution Prevention Program (SWPPP) .....	6
14.1 Mapping.....	6
15.1 Minimum Control Measures (MCMs) .....	6
16.1 MCM 1: Public Education and Outreach .....	6
17.1 MCM 2: Public Participation/Involvement.....	7
18.1 MCM 3: Illicit Discharge Detection and Elimination .....	8
19.1 MCM 4: Construction Site Stormwater Runoff Control .....	10
20.1 MCM 5: Post-Construction Stormwater Management .....	12
21.1 MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations .....	15
22.1 Discharges to Impaired Waters with a USEPA-Approved TMDL that includes an Applicable WLA .....	17
23.1 Alum or Ferric Chloride Phosphorus Treatment Systems .....	18
24.1 Stormwater Pollution Prevention Program (SWPPP) Modification.....	19
25.1 Annual Assessment, Annual Reporting, and Recordkeeping .....	20
26.1 General Conditions .....	20
27.1 Definitions .....	22
Appendix A: Alum or Ferric Chloride Phosphorus Treatment Systems .....	26
Appendix B: Schedules.....	27



1.1	<b>Eligibility.</b> [Minn. R. 7090]
1.2	To be eligible for authorization to discharge stormwater under the Small Municipal Separate Storm Sewer Systems General Permit (General Permit), the applicant must be an owner and/or operator (owner/operator) of a small Municipal Separate Storm Sewer System (MS4) and meet one or more of the criteria requiring permit issuance as specified in Minn. R. 7090.1010. [Minn. R. 7090.1010]
2.1	<b>Authorized Stormwater Discharges.</b> [Minn. R. 7090]
2.2	The General Permit authorizes stormwater discharges from small MS4s as defined in 40 CFR 122.26(b)(16). [Minn. R. 7090]
3.1	<b>Authorized Non-Stormwater Discharges.</b> [Minn. R. 7090]
3.2	The following categories of non-stormwater discharges or flows are authorized under the General Permit to enter the permittee's small MS4 only if the permittee does not identify them as significant contributors of pollutants (i.e., illicit discharges), in which case the discharges or flows must be addressed in the permittee's Stormwater Pollution Prevention Program (SWPPP): water line flushing, landscape irrigation, diverted stream flows, rising groundwaters, uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20)), uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, street wash water, and discharges or flows from firefighting activities. [Minn. R. 7090]
4.1	<b>Limitations on Authorization.</b> [Minn. R. 7090]
4.2	<p>The following discharges or activities are not authorized by the General Permit:</p> <ul style="list-style-type: none"><li>a. non-stormwater discharges, except those authorized by the permittee in item 3.2;</li><li>b. discharges of stormwater to the small MS4 from activities requiring a separate NPDES/SDS permit. The General Permit does not replace or satisfy any other permitting requirements;</li><li>c. the General Permit does not replace or satisfy any environmental review requirements, including those under the Minnesota Environmental Policy Act (Minn. Stat. 116D), or the National Environmental Policy Act (42 U.S.C. 4321 et seq.);</li><li>d. the General Permit does not replace or satisfy any review requirements for endangered or threatened species, from new or expanded discharges that adversely impact or contribute to adverse impacts on a listed endangered or threatened species, or adversely modify a designated critical habitat;</li><li>e. the General Permit does not replace or satisfy any review requirements for historic places or archeological sites, from new or expanded discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered archeological sites; and</li><li>f. discharges to prohibited outstanding resource value waters pursuant to Minn. R. 7050.0335, subp. 3.</li></ul> <p>Only the permittee's small MS4 and the portions of the storm sewer system that are under the permittee's operational control are authorized by the General Permit. [Minn. R. 7090]</p>
5.1	<b>Permit Authorization.</b> [Minn. R. 7001]
5.2	The applicant must submit a complete application in accordance with Sections 9 through 12 in order to obtain authorization to discharge stormwater from a small MS4 under the General Permit. [Minn. R. 7001]
5.3	<p>The Commissioner reviews the General Permit application for completeness. After review, the Commissioner will do one of the following:</p> <ul style="list-style-type: none"><li>a. if an application is determined to be incomplete, the Commissioner will notify the applicant in writing, indicate why the application is incomplete, and request that the applicant resubmit the application; or</li><li>b. if an application is determined to be complete, the Commissioner will make a preliminary determination as to whether coverage under the General Permit should be issued or denied in accordance with Minn. R. 7001. [Minn. R. 7001]</li></ul>
5.4	The Commissioner provides a public notice with the opportunity for a hearing on the preliminary determination to issue coverage under the General Permit. [Minn. R. 7001]
5.5	Upon receipt of written notification of final approval of the application from the Commissioner, the applicant is authorized to discharge stormwater from the small MS4 under the terms and conditions of the General Permit. [Minn. R. 7001]

6.1	<b>Transfer of Ownership or Control.</b> [Minn. R. 7001, Minn. R. 7090.0080]
6.2	Where the ownership or significant operational control of the small MS4 changes after the submittal of an application in accordance with Sections 9 through 12, the new owner/operator must submit a new application in accordance with Sections 9 through 12. [Minn. R. 7090]
7.1	<b>Issuance of Individual Permits.</b> [Minn. R. 7001]
7.2	The permit applicant may request an individual permit in accordance with Minn. R. 7001.0210, subp. 6, for authorization to discharge stormwater associated with a small MS4. [Minn. R. 7001.0210, subp. 6]
7.3	The Commissioner may require an individual permit for the permit applicant or permittee covered by a general permit, in accordance with Minn. R. 7001.0210, Subp. 6. [Minn. R. 7001.0210, subp. 6]
8.1	<b>Rights and Responsibilities.</b> [Minn. R. 7001, Minn. R. 7090]
8.2	The Commissioner may modify the General Permit or issue other permits, in accordance with Minn. R. 7001, to include more stringent effluent limitations or permit requirements that modify or are in addition to the Minimum Control Measures of the General Permit, or both. These modifications may be based on the Commissioner's determination that such modifications are needed to protect water quality. [Minn. R. 7001]
8.3	The Commissioner may designate additional small MS4s for coverage under the General Permit in accordance with Minn. R. 7090. The owner/operator of a small MS4 that is designated for coverage must comply with the permit requirements by the dates specified in the Commissioner's determination. [Minn. R. 7090]
9.1	<b>Application for Reissuance.</b> [Minn. R. 7001]
9.2	If an existing permittee desires to continue permit coverage beyond the expiration date, the permittee must submit an application for permit reissuance: Due by 180 days prior to permit expiration. [Minn. R. 7001.0040, Subp. 3]
10.1	<b>New Permittee Applicants.</b> [Minn. R. 7090]
10.2	To become a new permittee authorized to discharge stormwater under the General Permit, the owner/operator of a small MS4 must submit an application, on a form provided by the Agency, in accordance with the schedule in Appendix B, Table 3, and the following requirements:  a. submit Part 1 of the permit application (includes the permit application fee); and b. submit Part 2 of the permit application, also known as the Stormwater Pollution Prevention Program (SWPPP) document, in accordance with Section 12. [Minn. R. 7090]
11.1	<b>Existing Permittee Applicants.</b> [Minn. R. 7090]
11.2	All existing permittees seeking to continue discharging stormwater associated with a small MS4 after the issuance date of the General Permit must submit Part 2 of the permit application: Due by 150 days after permit issuance. Existing permittees were required to submit Part 1 of the permit application prior to the expiration date (July 31, 2018) of the Agency's small MS4 general permit No.MNR040000, effective August 1, 2013. [Minn. R. 7090]
12.1	<b>Stormwater Pollution Prevention Program (SWPPP) Document.</b> [Minn. R. 7090]
12.2	All applicants must submit a SWPPP Document (i.e., Part 2 of the permit application) when seeking coverage under the General Permit. The SWPPP Document will become an enforceable part of the General Permit upon approval by the Agency. Modifications to the SWPPP Document that are required or allowed by the General Permit (see Section 24) will also become enforceable provisions. The applicant must submit the SWPPP Document on a form provided by the Agency. The applicant's SWPPP Document must include items 12.3 through 12.11, as applicable. [Minn. R. 7090]
12.3	The applicant must provide a description of partnerships with another regulated small MS4(s), into which the applicant has entered in order to satisfy one or more requirements of the General Permit. [Minn. R. 7090]
12.4	The applicant must provide a description of each program the applicant has developed and implemented to satisfy the Minimum Control Measure (MCM) requirements, including:  a. the Best Management Practices (BMPs) the applicant has implemented for each MCM at the time of application; b. the status of each required component of the program; and c. name(s) of individual(s) or position titles responsible for implementing and/or coordinating each component of the program.

	<p>If the program has not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.5	<p>The applicant must indicate whether each storm sewer system map requirement of Section 14 is satisfied at the time of application. For each requirement of Section 14 that is not satisfied at the time of application, the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.6	<p>The applicant must provide a description of existing regulatory mechanism(s) the applicant has developed, implemented, and enforced to satisfy the requirements of Sections 18, 19, and 20. At a minimum, the applicant must provide the following information:</p> <ul style="list-style-type: none"><li>a. the type(s) of regulatory mechanism(s) the applicant has in place at the time of application that will be used to satisfy the requirements;</li><li>b. the status of each required component of the regulatory mechanism(s); and</li><li>c. if available, a website address to the regulatory mechanism(s).</li></ul> <p>If the regulatory mechanism(s) have not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.7	<p>The applicant must provide a description of existing enforcement response procedures (ERPs) the applicant has developed and implemented that satisfy the ERP requirements of items 18.14, 19.12, and 20.19. If the applicant has not yet developed ERPs (e.g., new permittee applicants), or existing ERPs must be updated to satisfy new requirements, the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>
12.8	<p>The applicant must submit a compliance schedule for each applicable Waste Load Allocation (WLA) not being met for oxygen demand, nitrate, total suspended solids (TSS), and total phosphorus (TP). The applicant may develop a compliance schedule to include multiple WLAs. The applicant's compliance schedule must include the following information:</p> <ul style="list-style-type: none"><li>a. proposed BMPs or progress toward implementation of BMPs to be achieved during the permit term;</li><li>b. the year each BMP is expected to be implemented;</li><li>c. a target year the applicable WLA(s) will be achieved; and</li><li>d. if the applicant has an applicable WLA for TSS or TP, a cumulative estimate of TSS and TP load reductions (in pounds) to be achieved during the permit term and the Agency-approved method used to determine the estimate.</li></ul> <p>Agency-approved methods include "Program for Predicting Polluting Particle Passage thru Pits, Puddles, and Ponds (P8) Urban Catchment Model", "Source Loading and Management Model for Windows (WinSLAMM)", "Minimal Impact Design Standards (MIDS) calculator", "Minnesota Pollution Control Agency (MPCA) simple estimator tool", or any other method that receives Agency-approval. [Minn. R. 7090]</p>
12.9	<p>For each applicable WLA where a reduction in pollutant loading is required for bacteria, chloride, and temperature, the applicant must provide a description of any existing BMPs the applicant has developed and implemented to satisfy the requirements of items 22.3 through 22.7, including:</p> <ul style="list-style-type: none"><li>a. the BMPs the applicant has implemented for each required component at the time of application;</li><li>b. the status of each required component; and</li><li>c. name(s) of individual(s) or position titles responsible for implementing and/or coordinating each required component.</li></ul> <p>If the required components have not been developed at the time of application (e.g., new permittee applicants), or revised to meet new requirements of the General Permit (e.g., existing permittee applicants); the applicant must satisfy the permit requirements in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]</p>

12.10	If the applicant is claiming to meet an applicable WLA where a reduction in pollutant loading is required for oxygen demand, nitrate, TSS, or TP, the applicant must provide documentation to demonstrate the applicable WLA is being met. At a minimum, the applicant must provide the following information:  a. a list of all structural stormwater BMPs implemented to achieve the applicable WLA, including the BMP type (e.g., constructed basin, infiltrator, filter, swale or strip, etc.), location in geographic coordinates, owner, and year implemented; and b. documentation using an Agency-approved method, which demonstrates the estimated reductions of oxygen demand (or its surrogate pollutants), nitrate, TSS, or TP from BMPs meet the MS4 WLA reductions included in the TMDL report, if that information is available (e.g., percent reduction or pounds reduced); or c. documentation using an Agency-approved method, which demonstrates the applicant's existing load meets the WLA. [Minn. R. 7090]
12.11	For the requirements of Section 23, alum or ferric chloride phosphorus treatment systems, if applicable, the applicant must submit the following information:  a. location of the system in geographic coordinates; b. name(s) of the individual(s) or position titles responsible for the operation of the system; c. information described in item 23.11, if the system is constructed at the time the applicant submits the application to the Agency; d. indicate if the system complies with the requirements in Section 23; and e. if applicable, for each requirement in Section 23 that the applicant's system does not comply with at the time of application, the applicant must bring the system into compliance in accordance with the schedule in Appendix B, Table 2 (existing permittee applicants), or Table 3 (new permittee applicants). [Minn. R. 7090]
13.1	<b>Stormwater Pollution Prevention Program (SWPPP).</b> [Minn. R. 7090]
13.2	The permittee must develop, implement, and enforce a SWPPP designed to reduce the discharge of pollutants from the small MS4 to the Maximum Extent Practicable (MEP) and to protect water quality. Existing permittees regulated within the urbanized area as defined by the United States Census Bureau, the applicable urbanized area for which the permittee must develop, implement, and enforce a SWPPP can be based on the most recent decennial census of 2010 for the duration of the General Permit. [Minn. R. 7090]
13.3	If the permittee enters into a partnership for purposes of meeting SWPPP requirements, the permittee maintains legal responsibility for compliance with the General Permit. [Minn. R. 7090]
13.4	Existing permittees must revise their SWPPP developed under the Agency's small MS4 general permit No.MNR040000 that was effective August 1, 2013, to meet the requirements of the General Permit in accordance with the schedule in Appendix B, Table 2. New permittees must develop, implement, and enforce their SWPPP in accordance with the schedule in Appendix B, Table 3. The permittee's SWPPP must consist of Sections 14 through 23, as applicable. [Minn. R. 7090]
14.1	<b>Mapping.</b> [Minn. R. 7090]
14.2	New permittees must develop, and existing permittees must update, as necessary, a storm sewer system map that depicts the following:  a. the permittee's entire MS4 as a goal, but at a minimum, all pipes 12 inches or greater in diameter, including stormwater flow direction in those pipes; b. outfalls, including a unique identification (ID) number assigned by the permittee, and an associated geographic coordinates; c. structural stormwater BMPs that are part of the permittee's MS4; and d. all receiving waters. [Minn. R. 7090]
15.1	<b>Minimum Control Measures (MCMs).</b> [Minn. R. 7090.1040]
15.2	The permittee must incorporate the following six MCMs into the SWPPP. [Minn. R. 7090.1040]
16.1	<b>MCM 1: Public Education and Outreach.</b> [Minn. R. 7090]
16.2	New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, a public education program to distribute educational materials or equivalent outreach that informs the public of the impact stormwater discharges have on waterbodies and that includes actions citizens, businesses, and

	other local organizations can take to reduce the discharge of pollutants to stormwater. The permittee may use existing materials if they are appropriate for the message the permittee chooses to deliver, or the permittee may develop its own educational materials. The permittee may partner with other MS4 permittees, community groups, watershed management organizations, or other groups to implement its education and outreach program. The permittee must incorporate Section 16 requirements into their program. [Minn. R. 7090]
16.3	During the permit term, the permittee must distribute educational materials or equivalent outreach focused on at least two (2) specifically selected stormwater-related issues of high priority to the permittee (e.g., specific TMDL reduction targets, changing local business practices, promoting adoption of residential BMPs, lake improvements through lake associations, household chemicals, yard waste, etc.). The topics must be different from those described in items 16.4 through 16.6. [Minn. R. 7090]
16.4	At least once each calendar year, the permittee must distribute educational materials or equivalent outreach focused on illicit discharge recognition and reporting illicit discharges to the permittee. [Minn. R. 7090]
16.5	For cities and townships, at least once each calendar year, the permittee must distribute educational materials or equivalent outreach to residents, businesses, commercial facilities, and institutions, focused on the following:  a. impacts of deicing salt use on receiving waters; b. methods to reduce deicing salt use; and c. proper storage of salt or other deicing materials. [Minn. R. 7090]
16.6	For cities and townships, at least once each calendar year, the permittee must distribute educational materials or equivalent outreach focused on pet waste. The educational materials or equivalent outreach must include information on the following:  a. impacts of pet waste on receiving waters; b. proper management of pet waste; and c. any existing permittee regulatory mechanism(s) for pet waste. [Minn. R. 7090]
16.7	The permittee must develop and implement an education and outreach plan that consists of the following:  a. target audience(s) (e.g., residents, businesses, commercial facilities, institutions, and local organizations; consideration should be given to low-income residents, people of color, and non-native English speaking residents. A resource to help identify these areas is available on the Agency's environmental justice website); b. name or position title of responsible person(s) for overall plan implementation; c. specific activities and schedules to reach each target audience; and d. a description of any coordination with and/or use of stormwater education and outreach programs implemented by other entities, if applicable. [Minn. R. 7090]
16.8	The permittee must document the following information:  a. a description of all specific stormwater-related issues identified by the permittee in item 16.3; b. all information required under the permittee's education and outreach plan in item 16.7; c. activities held, including dates, to reach each target audience; d. quantities and descriptions of educational materials distributed, including dates distributed; and e. estimated audience (e.g., number of participants, viewers, readers, listeners, etc.) for each completed education and outreach activity. [Minn. R. 7090]
16.9	The permittee must conduct an annual assessment of the public education program to evaluate program compliance, the status of achieving the measurable requirements in Section 16, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., education and outreach efforts, implementation of written plans, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]
17.1	<b>MCM 2: Public Participation/Involvement.</b> [Minn. R. 7090]
17.2	New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, a Public Participation/Involvement program to solicit public input on the SWPPP and involve the public in activities that improve or protect water quality. The permittee must incorporate Section 17 requirements into

	their program. [Minn. R. 7090]
17.3	Each calendar year, the permittee must provide a minimum of one (1) opportunity for the public to provide input on the adequacy of the SWPPP. The permittee may conduct a public meeting(s) to satisfy this requirement, provided appropriate local public notice requirements are followed and the public is given the opportunity to review and comment on the SWPPP. [Minn. R. 7090]
17.4	The permittee must provide access to the SWPPP Document, annual reports, and other documentation that supports or describes the SWPPP (e.g., regulatory mechanism(s), etc.) for public review, upon request. All public data requests are subject to the Minnesota Government Data Practices Act, Minn. Stat. 13. [Minn. Stat. 13]
17.5	The permittee must consider oral and written input regarding the SWPPP submitted by the public to the permittee. [Minn. R. 7090]
17.6	Each calendar year, the permittee must provide a minimum of one (1) public involvement activity that includes a pollution prevention or water quality theme (e.g., rain barrel distribution event, rain garden workshop, cleanup event, storm drain stenciling, volunteer water quality monitoring, adopt a storm drain program, household hazardous waste collection day, etc.). [Minn. R. 7090]
17.7	The permittee must document the following information:  a. all relevant written input submitted by persons regarding the SWPPP; b. all responses from the permittee to written input received regarding the SWPPP, including any modifications made to the SWPPP as a result of the written input received; c. date(s), location(s), and estimated number of participants at events held for purposes of compliance with item 17.3; d. notices provided to the public of any events scheduled to meet item 17.3, including any electronic correspondence (e.g., website, e-mail distribution lists, notices, etc.); and e. date(s), location(s), description of activities, and estimated number of participants at events held for the purpose of compliance with item 17.6. [Minn. R. 7090]
17.8	The permittee must conduct an annual assessment of the Public Participation/Involvement program to evaluate program compliance, the status of achieving the measurable requirements in Section 17, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., public input and involvement opportunities, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]
18.1	<b>MCM 3: Illicit Discharge Detection and Elimination (IDDE).</b> [Minn. R. 7090]
18.2	New permittees must develop, implement, and enforce, and existing permittees must revise their current program as necessary, and continue to implement and enforce, a program to detect and eliminate illicit discharges into the MS4. The permittee must incorporate Section 18 requirements into their program. [Minn. R. 7090]
18.3	The permittee must maintain a map of the permittee's MS4, as required in Section 14. [Minn. R. 7090]
18.4	To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that prohibits non-stormwater discharges into the permittee's MS4, except those non-stormwater discharges authorized in item 3.2. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. The regulatory mechanism(s) must also include items 18.5 and 18.6, as applicable. [Minn. R. 7090]
18.5	For cities, townships, and counties, the permittee's regulatory mechanism(s) must require owners or custodians of pets to remove and properly dispose of feces on permittee owned land areas. [Minn. R. 7090]
18.6	For cities and townships, the permittee's regulatory mechanism(s) must require proper salt storage at commercial, institutional, and non-NPDES permitted industrial facilities. At a minimum, the regulatory mechanism(s) must require the following:  a. designated salt storage areas must be covered or indoors; b. designated salt storage areas must be located on an impervious surface; and c. implementation of practices to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and/or containment). [Minn. R. 7090]

18.7	The permittee must incorporate illicit discharge detection into all inspection and maintenance activities conducted in items 21.9, 21.10, and 21.11. Where feasible, the permittee must conduct illicit discharge inspections during dry-weather conditions (e.g., periods of 72 or more hours of no precipitation). [Minn. R. 7090]
18.8	At least once each calendar year, the permittee must train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges), and reporting illicit discharges for further investigation. Field staff includes, but is not limited to, police, fire department, public works, and parks staff. Training for this specific requirement may include, but is not limited to, videos, in-person presentations, webinars, training documents, and/or emails. [Minn. R. 7090]
18.9	The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's IDDE program. Individuals includes, but is not limited to, individuals responsible for investigating, locating, eliminating illicit discharges, and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher-training every three (3) calendar years following the initial training. [Minn. R. 7090]
18.10	The permittee must maintain a written or mapped inventory of priority areas the permittee identifies as having a higher likelihood for illicit discharges. At a minimum, the permittee must evaluate the following for potential inclusion in the inventory:  a. land uses associated with business/industrial activities; b. areas where illicit discharges have been identified in the past; and c. areas with storage of significant materials that could result in an illicit discharge. [Minn. R. 7090]
18.11	To the extent allowable under state or local law, the permittee must conduct additional illicit discharge inspections in areas identified in item 18.10. [Minn. R. 7090]
18.12	The permittee must implement written procedures for investigating, locating, and eliminating the source of illicit discharges. At a minimum, the written procedures must include:  a. a timeframe in which the permittee will investigate a reported illicit discharge; b. use of visual inspections to detect and track the source of an illicit discharge; c. tools available to the permittee to investigate and locate an illicit discharge (e.g., mobile cameras, collecting and analyzing water samples, smoke testing, dye testing, etc.); d. cleanup methods available to the permittee to remove an illicit discharge or spill; and e. name or position title of responsible person(s) for investigating, locating, and eliminating an illicit discharge. [Minn. R. 7090]
18.13	The permittee must implement written procedures for responding to spills, including emergency response procedures to prevent spills from entering the MS4. The written procedures must also include the immediate notification of the Minnesota Department of Public Safety Duty Officer at 800-422-0798 (toll free) or 651-649-5451 (Metro area), if the source of the illicit discharge is a spill or leak as defined in Minn. Stat. 115.061. [Minn. R. 7090]
18.14	The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) in Section 18. At a minimum, the written ERPs must include:  a. a description of enforcement tools available to the permittee and guidelines for the use of each tool; b. timeframes to complete corrective actions; and c. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]
18.15	The permittee must document the following information:  a. date(s) and location(s) of IDDE inspections conducted in accordance with items 18.7 and 18.11; b. reports of alleged illicit discharges received, including date(s) of the report(s), and any follow-up action(s) taken by the permittee; c. date(s) of discovery of all illicit discharges; d. identification of outfalls, or other areas, where illicit discharges have been discovered; e. sources (including a description and the responsible party) of illicit discharges (if known); and f. action(s) taken by the permittee, including date(s), to address discovered illicit discharges. [Minn. R. 7090]
18.16	For each training in item 18.8 and 18.9, the permittee must document:

	<ul style="list-style-type: none"><li>a. general subject matter covered;</li><li>b. names and departments of individuals in attendance; and</li><li>c. date of each event. [Minn. R. 7090]</li></ul>
18.17	<p>The permittee must document any enforcement conducted pursuant to the ERPs in item 18.14, including verbal warnings. At a minimum, the permittee must document the following:</p> <ul style="list-style-type: none"><li>a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s);</li><li>b. date(s) and location(s) of the observed violation(s);</li><li>c. description of the violation(s);</li><li>d. corrective action(s) (including completion schedule) issued by the permittee;</li><li>e. referrals to other regulatory organizations (if any); and</li><li>f. date(s) violation(s) resolved. [Minn. R. 7090]</li></ul>
18.18	<p>The permittee must conduct an annual assessment of the IDDE program to evaluate program compliance, the status of achieving the measurable requirements in Section 18, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., trainings, inventory, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]</p>
19.1	<p><b>MCM 4: Construction Site Stormwater Runoff Control.</b> [Minn. R. 7090]</p>
19.2	<p>New permittees must develop, implement, and enforce, and existing permittees must revise their current program, as necessary, and continue to implement and enforce, a Construction Site Stormwater Runoff Control program. The program must address construction activity with a land disturbance of greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, within the permittee's jurisdiction and that discharge to the permittee's MS4. The permittee must incorporate Section 19 requirements into their program. [Minn. R. 7090]</p>
19.3	<p>To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that establishes requirements for erosion, sediment, and waste controls that is at least as stringent as the Agency's most current Construction Stormwater General Permit (MNR100001), herein referred to as the CSW Permit. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. [Minn. R. 7090]</p>
19.4	<p>When the CSW Permit is reissued, the permittee must revise their regulatory mechanism(s), if necessary, within 12 months of the issuance date of that permit, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit. [Minn. R. 7090]</p>
19.5	<p>The permittee's regulatory mechanism(s) must require that owners and operators of construction activity develop site plans that must be submitted to the permittee for review and confirmation that regulatory mechanism(s) requirements have been met, prior to the start of construction activity. The regulatory mechanism(s) must require the owners and operators of construction activity to keep site plans up-to-date with regard to stormwater runoff controls. The regulatory mechanism(s) must require that site plans incorporate the following erosion, sediment, and waste controls that are at least as stringent as described in the CSW Permit:</p> <ul style="list-style-type: none"><li>a. erosion prevention practices;</li><li>b. sediment control practices;</li><li>c. dewatering and basin draining;</li><li>d. inspection and maintenance;</li><li>e. pollution prevention management measures;</li><li>f. temporary sediment basins; and</li><li>g. termination conditions. [Minn. R. 7090]</li></ul>
19.6	<p>The permittee must implement written procedures for site plan reviews conducted by the permittee prior to the start of all construction activity, to ensure compliance with requirements of the regulatory mechanism(s). At a minimum, the procedures must include:</p> <ul style="list-style-type: none"><li>a. written notification to owners and operators proposing construction activity, including projects less than one acre that</li></ul>



	are part of a larger common plan of development or sale, of the need to apply for and obtain coverage under the CSW Permit; and b. use of a written checklist, consistent with the requirements of the regulatory mechanism(s), to document the adequacy of each site plan required in item 19.5. [Minn. R. 7090]
19.7	The permittee must implement an inspection program that includes written procedures for conducting site inspections, to determine compliance with the permittee's regulatory mechanism(s). The inspection program must also meet the requirements in items 19.8 and 19.9. [Minn. R. 7090]
19.8	The permittee must maintain written procedures for identifying high-priority and low-priority sites for inspection. At a minimum, the written procedures must include:  a. a detailed explanation describing how sites will be categorized as either high-priority or low-priority; b. a frequency at which the permittee will conduct inspections for high-priority sites; c. a frequency at which the permittee will conduct inspections for low-priority sites; and d. the name(s) of individual(s) or position title(s) responsible for conducting site inspections. [Minn. R. 7090]
19.9	The permittee must implement a written checklist to document each site inspection when determining compliance with the permittee's regulatory mechanism(s). At a minimum, the checklist must include the permittee's inspection findings on the following areas, as applicable to each site:  a. stabilization of exposed soils (including stockpiles); b. stabilization of ditch and swale bottoms; c. sediment control BMPs on all down gradient perimeters of the project and up gradient of buffer zones; d. storm drain inlet protection; e. energy dissipation at pipe outlets; f. vehicle tracking BMPs; g. preservation of a 50 foot natural buffer or redundant sediment controls where stormwater flows to a surface water within 50 feet of disturbed soils; h. owner/operator of construction activity self-inspection records; i. containment for all liquid and solid wastes generated by washout operations (e.g., concrete, stucco, paint, form release oils, curing compounds, and other construction materials); and j. BMPs maintained and functional. [Minn. R. 7090]
19.10	The permittee must implement written procedures for receipt and consideration of reports of noncompliance or other stormwater related information on construction activity submitted by the public to the permittee. [Minn. R. 7090]
19.11	The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's Construction Site Stormwater Runoff Control program. Individuals includes, but is not limited to, individuals responsible for conducting site plan reviews, site inspections, and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher-training every three (3) calendar years following the initial training. [Minn. R. 7090]
19.12	The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) in item 19.3. At a minimum, the written ERPs must include:  a. a description of enforcement tools available to the permittee and guidelines for the use of each tool; and b. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]
19.13	For each site plan review conducted by the permittee, the permittee must document the following:  a. project name; b. location; c. total acreage to be disturbed; d. owner and operator of the proposed construction activity; e. proof of notification to obtain coverage under the CSW Permit, as required in item 19.6, or proof of coverage under the CSW Permit; and f. any stormwater related comments and supporting completed checklist, as required in item 19.6, used by the permittee to determine project approval or denial. [Minn. R. 7090]

19.14	For each training in item 19.11, the permittee must document:  a. general subject matter covered; b. names and departments of individuals in attendance; and c. date of each event. [Minn. R. 7090]
19.15	The permittee must document any enforcement conducted pursuant to the ERPs in item 19.12, including verbal warnings. At a minimum, the permittee must document the following:  a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s); b. date(s) and location(s) of the observed violation(s); c. description of the violation(s); d. corrective action(s) (including completion schedule) issued by the permittee; e. referrals to other regulatory organizations (if any); and f. date(s) violation(s) resolved. [Minn. R. 7090]
19.16	The permittee must conduct an annual assessment of the Construction Site Stormwater Runoff Control program to evaluate program compliance, the status of achieving the measurable requirements in Section 19, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]
20.1	<b>MCM 5: Post-Construction Stormwater Management.</b> [Minn. R. 7090]
20.2	New permittees must develop, implement, and enforce, and existing permittees must revise their current program, as necessary, and continue to implement and enforce, a Post-Construction Stormwater Management program that prevents or reduces water pollution after construction activity is completed. The program must address construction activity with land disturbance of greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, within the permittee's jurisdiction and that discharge to the permittee's MS4. The permittee must incorporate Section 20 requirements into their program. [Minn. R. 7090]
20.3	To the extent allowable under state or local law, the permittee must develop, implement, and enforce a regulatory mechanism(s) that incorporates items 20.4 through 20.15. A regulatory mechanism(s) for the purposes of the General Permit may consist of contract language, an ordinance, permits, standards, written policies, operational plans, legal agreements, or any other mechanism, that will be enforced by the permittee. [Minn. R. 7090]
20.4	The permittee's regulatory mechanism(s) must require owners of construction activity to submit site plans with post-construction stormwater management BMPs designed with accepted engineering practices to the permittee for review and confirmation that regulatory mechanism(s) requirements have been met, prior to start of construction activity. [Minn. R. 7090]
20.5	The permittee's regulatory mechanism(s) must require owners of construction activity to treat the water quality volume on any project where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres. [Minn. R. 7090]
20.6	For construction activity (excluding linear projects), the water quality volume must be calculated as one (1) inch times the sum of the new and the fully reconstructed impervious surface. [Minn. R. 7090]
20.7	For linear projects, the water quality volume must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surface. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. Volume reduction practices must be considered first, as described in item 20.8. Volume reduction practices are not required if the practices cannot be provided cost effectively. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume prior to discharge from the MS4. [Minn. R. 7090]
20.8	Volume reduction practices (e.g., infiltration or other) to retain the water quality volume on-site must be considered first when designing the permanent stormwater treatment system. The General Permit does not consider wet sedimentation basins and filtration systems to be volume reduction practices. If the General Permit prohibits infiltration as described in

	item 20.9, other volume reduction practices, a wet sedimentation basin, or filtration basin may be considered. [Minn. R. 7090]
20.9	<p>Infiltration systems must be prohibited when the system would be constructed in areas:</p> <ul style="list-style-type: none"><li>a. that receive discharges from vehicle fueling and maintenance areas, regardless of the amount of new and fully reconstructed impervious surface;</li><li>b. where high levels of contaminants in soil or groundwater may be mobilized by the infiltrating stormwater. To make this determination, the owners and/or operators of construction activity must complete the Agency's site screening assessment checklist, which is available in the Minnesota Stormwater Manual, or conduct their own assessment. The assessment must be retained with the site plans;</li><li>c. where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour;</li><li>d. with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock;</li><li>e. of predominately Hydrologic Soil Group D (clay) soils;</li><li>f. in an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, subp. 13, classified as high or very high vulnerability as defined by the Minnesota Department of Health;</li><li>g. in an ERA within a DWSMA classified as moderate vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;</li><li>h. outside of an ERA within a DWSMA classified as high or very high vulnerability unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater;</li><li>i. within 1,000 feet up-gradient or 100 feet down gradient of active karst features; or</li><li>j. that receive stormwater runoff from these types of entities regulated under NPDES for industrial stormwater: automobile salvage yards; scrap recycling and waste recycling facilities; hazardous waste treatment, storage, or disposal facilities; or air transportation facilities that conduct deicing activities.</li></ul> <p>See "higher level of engineering review" in the Minnesota Stormwater Manual for more information. [Minn. R. 7090]</p>
20.10	For non-linear projects, where the water quality volume cannot cost effectively be treated on the site of the original construction activity, the permittee must identify, or may require owners of the construction activity to identify, locations where off-site treatment projects can be completed. If the entire water quality volume is not addressed on the site of the original construction activity, the remaining water quality volume must be addressed through off-site treatment and, at a minimum, ensure the requirements of items 20.11 through 20.14 are met. [Minn. R. 7090]
20.11	<p>The permittee must ensure off-site treatment project areas are selected in the following order of preference:</p> <ul style="list-style-type: none"><li>a. locations that yield benefits to the same receiving water that receives runoff from the original construction activity;</li><li>b. locations within the same Department of Natural Resource (DNR) catchment area as the original construction activity;</li><li>c. locations in the next adjacent DNR catchment area up-stream; or</li><li>d. locations anywhere within the permittee's jurisdiction. [Minn. R. 7090]</li></ul>
20.12	Off-site treatment projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Routine maintenance of structural stormwater BMPs already required by the General Permit cannot be used to meet this requirement. [Minn. R. 7090]
20.13	Off-site treatment projects must be completed no later than 24 months after the start of the original construction activity. If the permittee determines more time is needed to complete the treatment project, the permittee must provide the reason(s) and schedule(s) for completing the project in the annual report. [Minn. R. 7090]
20.14	If the permittee receives payment from the owner of a construction activity for off-site treatment, the permittee must apply any such payment received to a public stormwater project, and all projects must comply with the requirements in items 20.11 through 20.13. [Minn. R. 7090]
20.15	The permittee's regulatory mechanism(s) must include the establishment of legal mechanism(s) between the permittee and owners of structural stormwater BMPs not owned or operated by the permittee, that have been constructed to meet the

	requirements in Section 20. The legal mechanism(s) must include provisions that, at a minimum:  a. allow the permittee to conduct inspections of structural stormwater BMPs not owned or operated by the permittee, perform necessary maintenance, and assess costs for those structural stormwater BMPs when the permittee determines the owner of that structural stormwater BMP has not ensured proper function; b. are designed to preserve the permittee's right to ensure maintenance responsibility, for structural stormwater BMPs not owned or operated by the permittee, when those responsibilities are legally transferred to another party; and c. are designed to protect/preserve structural stormwater BMPs. If structural stormwater BMPs change, causing decreased effectiveness, new, repaired, or improved structural stormwater BMPs must be implemented to provide equivalent treatment to the original BMP. [Minn. R. 7090]
20.16	The permittee must maintain a written or mapped inventory of structural stormwater BMPs not owned or operated by the permittee that meet all of the following criteria:  a. the structural stormwater BMP includes an executed legal mechanism(s) between the permittee and owners responsible for the long-term maintenance, as required in item 20.15; and b. the structural stormwater BMP was implemented on or after August 1, 2013. [Minn. R. 7090]
20.17	The permittee must implement written procedures for site plan reviews conducted by the permittee prior to the start of construction activity, to ensure compliance with requirements of the permittee's regulatory mechanism(s). [Minn. R. 7090]
20.18	The permittee must ensure that individuals receive training commensurate with their responsibilities as they relate to the permittee's Post-Construction Stormwater Management program. Individuals includes, but is not limited to, individuals responsible for conducting site plan reviews and/or enforcement. The permittee must ensure that previously trained individuals attend a refresher-training every three (3) calendar years following the initial training. [Minn. R. 7090]
20.19	The permittee must maintain written enforcement response procedures (ERPs) to compel compliance with the permittee's regulatory mechanism(s) required in Section 20. At a minimum, the written ERPs must include:  a. a description of enforcement tools available to the permittee and guidelines for the use of each tool; and b. name or position title of responsible person(s) for conducting enforcement. [Minn. R. 7090]
20.20	For each site plan review conducted by the permittee, the permittee must document the following:  a. supporting documentation used to determine compliance with Section 20 of the General Permit, including any calculations for the permanent stormwater treatment system; b. the water quality volume that will be treated through volume reduction practices (e.g., infiltration or other) compared to the total water quality volume required to be treated; c. documentation associated with off-site treatment projects authorized by the permittee, including rationale to support the location of permanent stormwater treatment projects in accordance with items 20.10 and 20.11; d. payments received and used in accordance with item 20.14; and e. all legal mechanisms drafted in accordance with item 20.15, including date(s) of the agreement(s) and name(s) of all responsible parties involved. [Minn. R. 7090]
20.21	For each training in item 20.18, the permittee must document:  a. general subject matter covered; b. names and departments of individuals in attendance; and c. date of each event. [Minn. R. 7090]
20.22	The permittee must document any enforcement conducted pursuant to the ERPs in item 20.19, including verbal warnings. At a minimum, the permittee must document the following:  a. name of the person responsible for violating the terms and conditions of the permittee's regulatory mechanism(s); b. date(s) and location(s) of the observed violation(s); c. description of the violation(s); d. corrective action(s) (including completion schedule) issued by the permittee; e. referrals to other regulatory organizations (if any); and f. date(s) violation(s) resolved. [Minn. R. 7090]

20.23	The permittee must conduct an annual assessment of the Post-Construction Stormwater Management program to evaluate program compliance, the status of achieving the measurable requirements in Section 20, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]
21.1	<b>MCM 6: Pollution Prevention/Good Housekeeping For Municipal Operations.</b> [Minn. R. 7090]
21.2	New permittees must develop and implement, and existing permittees must revise their current program, as necessary, and continue to implement, an operations and maintenance program that prevents or reduces the discharge of pollutants to the MS4 from permittee owned/operated facilities and operations. The permittee must incorporate Section 21 requirements into their program. [Minn. R. 7090]
21.3	<p>The permittee must maintain a written or mapped inventory of permittee owned/operated facilities that contribute pollutants to stormwater discharges. The permittee must implement BMPs that prevent or reduce pollutants in stormwater discharges from all inventoried facilities. Facilities to be inventoried may include, but is not limited to:</p> <ul style="list-style-type: none"><li>a. composting;</li><li>b. equipment storage and maintenance;</li><li>c. hazardous waste disposal;</li><li>d. hazardous waste handling and transfer;</li><li>e. landfills;</li><li>f. solid waste handling and transfer;</li><li>g. parks;</li><li>h. pesticide storage;</li><li>i. public parking lots;</li><li>j. public golf courses;</li><li>k. public swimming pools;</li><li>l. public works yards;</li><li>m. recycling;</li><li>n. salt storage;</li><li>o. snow storage;</li><li>p. vehicle storage and maintenance (e.g., fueling and washing) yards; and</li><li>q. materials storage yards. [Minn. R. 7090]</li></ul>
21.4	<p>The permittee must implement BMPs that prevent or reduce pollutants in stormwater discharges from the following municipal operations that may contribute pollutants to stormwater discharges, where applicable:</p> <ul style="list-style-type: none"><li>a. waste disposal and storage, including dumpsters;</li><li>b. management of temporary and permanent stockpiles of materials such as street sweepings, snow, sand and sediment removal piles (e.g., effective sediment controls at the base of stockpiles on the down gradient perimeter);</li><li>c. vehicle fueling, washing, and maintenance;</li><li>d. routine street and parking lot sweeping;</li><li>e. emergency response;</li><li>f. cleaning of maintenance equipment, building exteriors, dumpsters, and the disposal of associated waste and wastewater;</li><li>g. use, storage, and disposal of significant materials;</li><li>h. landscaping, park, and lawn maintenance;</li><li>i. road maintenance, including pothole repair, road shoulder maintenance, pavement marking, sealing, and repaving;</li><li>j. right-of-way maintenance, including mowing; and</li><li>k. application of herbicides, pesticides, and fertilizers. [Minn. R. 7090]</li></ul>
21.5	<p>The permittee must implement the following BMPs at permittee owned/operated salt storage areas:</p> <ul style="list-style-type: none"><li>a. cover or store salt indoors;</li><li>b. store salt on an impervious surface; and</li><li>c. implement practices to reduce exposure when transferring material from salt storage areas (e.g., sweeping, diversions,</li></ul>

	and/or containment). [Minn. R. 7090]
21.6	The permittee must implement a written snow and ice management policy for individuals that perform winter maintenance activities for the permittee. The policy must establish practices and procedures for snow and ice control operations (e.g., plowing or other snow removal practices, sand use, and application of deicing compounds). [Minn. R. 7090]
21.7	<p>Each calendar year, the permittee must ensure all individuals that perform winter maintenance activities for the permittee receive training that includes:</p> <ul style="list-style-type: none"><li>a. the importance of protecting water quality;</li><li>b. BMPs to minimize the use of deicers (e.g., proper calibration of equipment and benefits of pretreatment, pre-wetting, and anti-icing); and</li><li>c. tools and resources to assist in winter maintenance (e.g., deicing application rate guidelines, calibration charts, Smart Salting Assessment Tool).</li></ul> <p>The permittee may use training materials from the Agency's Smart Salting training or other organizations to meet this requirement. [Minn. R. 7090]</p>
21.8	The permittee must maintain written procedures for the purpose of determining the TSS and TP treatment effectiveness of all permittee owned/operated ponds constructed and used for the collection and treatment of stormwater. [Minn. R. 7090]
21.9	<p>The permittee must inspect structural stormwater BMPs (excluding stormwater ponds, which are under a separate schedule below) each calendar year to determine structural integrity, proper function, and maintenance needs unless the permittee determines either of the following conditions apply:</p> <ul style="list-style-type: none"><li>a. complaints received or patterns of maintenance indicate a greater frequency is necessary; or</li><li>b. maintenance or sediment removal is not required after completion of the first two calendar year inspections; in which case the permittee may reduce the frequency of inspections to once every two (2) calendar years. [Minn. R. 7090]</li></ul>
21.10	Prior to the expiration date of the General Permit, the permittee must conduct at least one inspection of all ponds and outfalls (excluding underground outfalls) in order to determine structural integrity, proper function, and maintenance needs. [Minn. R. 7090]
21.11	Based on inspection findings, the permittee must determine if repair, replacement, or maintenance measures are necessary in order to ensure the structural integrity and proper function of structural stormwater BMPs and outfalls. The permittee must complete necessary maintenance as soon as possible. If the permittee determines necessary maintenance cannot be completed within one year of discovery, the permittee must document a schedule(s) for completing the maintenance. [Minn. R. 7090]
21.12	<p>The permittee must implement a stormwater management training program commensurate with individual's responsibilities as they relate to the permittee's SWPPP, including reporting and assessment activities. The permittee may use training materials from the United States Environmental Protection Agency (USEPA), state and regional agencies, or other organizations as appropriate to meet this requirement. The training program must:</p> <ul style="list-style-type: none"><li>a. address the importance of protecting water quality;</li><li>b. cover the requirements of the permit relevant to the responsibilities of the individual not already addressed in items 18.8, 18.9, 19.11, 20.18, and 21.7; and</li><li>c. include a schedule that establishes initial training for individuals, including new and/or seasonal employees, and recurring training intervals to address changes in procedures, practices, techniques, or requirements. [Minn. R. 7090]</li></ul>
21.13	<p>The permittee must document the following information associated with the operations and maintenance program:</p> <ul style="list-style-type: none"><li>a. date(s) and description of findings, including whether or not an illicit discharge is detected, for all inspections conducted in accordance with items 21.9 and 21.10;</li><li>b. any adjustments to inspection frequency as authorized in item 21.9;</li><li>c. date(s) and a description of maintenance conducted as a result of inspection findings, including whether or not an illicit discharge is detected;</li><li>d. schedule(s) for maintenance of structural stormwater BMPs and outfalls as required in item 21.11; and</li><li>e. stormwater management training events, including general subject matter covered, names and departments of individuals in attendance, and date of each event. [Minn. R. 7090]</li></ul>

21.14	The permittee must document pond sediment excavation and removal activities, including: <ul style="list-style-type: none"><li>a. a unique ID number and geographic coordinates of each stormwater pond from which sediment is removed;</li><li>b. the volume (e.g., cubic yards) of sediment removed from each stormwater pond;</li><li>c. results from any testing of sediment from each removal activity; and</li><li>d. location(s) of final disposal of sediment from each stormwater pond. [Minn. R. 7090]</li></ul>
21.15	The permittee must conduct an annual assessment of the operations and maintenance program to evaluate program compliance, the status of achieving the measurable requirements in Section 21, and determine how the program might be improved. Measurable requirements are activities that must be documented or tracked as applicable to the MCM (e.g., inventory, trainings, inspections, maintenance activities, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the program as a result of the annual assessment. [Minn. R. 7090]
22.1	<b>Discharges to Impaired Waters with a USEPA-Approved TMDL that Includes an Applicable WLA. [Minn. R. 7090]</b>
22.2	If the permittee has an applicable WLA not being met for oxygen demand, nitrate, TSS, or TP, the permittee must provide a summary of the permittee's progress toward achieving those applicable WLAs with the annual report. The summary must include the following information: <ul style="list-style-type: none"><li>a. a list of all BMPs applied towards achieving applicable WLAs for oxygen demand, nitrate, TSS, and TP;</li><li>b. the implementation status of BMPs included in the compliance schedule at the time of final application submittal; and</li><li>c. an updated estimate of cumulative TSS and TP load reductions. [Minn. R. 7090]</li></ul>
22.3	If the permittee has an applicable WLA where a reduction in pollutant loading is required for bacteria, the permittee must maintain a written or mapped inventory of potential areas and sources of bacteria (e.g., dense populations of waterfowl or other bird, dog parks). [Minn. R. 7090]
22.4	If the permittee has an applicable WLA where a reduction in pollutant loading is required for bacteria, the permittee must maintain a written plan to prioritize reduction activities to address the areas and sources identified in the inventory in item 22.3. The written plan must include BMPs the permittee will implement over the permit term, which may include, but is not limited to: <ul style="list-style-type: none"><li>a. water quality monitoring to determine areas of high bacteria loading;</li><li>b. installation of pet waste pick-up bags in parks and open spaces;</li><li>c. elimination of over-spray irrigation that may occur at permittee owned areas;</li><li>d. removal of organic matter via street sweeping;</li><li>e. implementation of infiltration structural stormwater BMPs; or</li><li>f. management of areas that attract dense populations of waterfowl (e.g., riparian plantings). [Minn. R. 7090]</li></ul>
22.5	If the permittee has an applicable WLA where a reduction in pollutant loading is required for chloride, the permittee must document the amount of deicer applied each winter maintenance season to all permittee owned/operated surfaces. [Minn. R. 7090]
22.6	If the permittee has an applicable WLA where a reduction in pollutant loading is required for chloride, each calendar year the permittee must conduct an assessment of the permittee's winter maintenance operations to reduce the amount of deicing salt applied to permittee owned/operated surfaces and determine current and future opportunities to improve BMPs. The permittee may use the Agency's Smart Salting Assessment Tool or other available resources and methods to complete this assessment. The permittee must document the assessment. The assessment may include, but is not limited to: <ul style="list-style-type: none"><li>a. operational changes such as pre-wetting, pre-treating the salt stockpile, increasing plowing prior to deicing, monitoring of road surface temperature, etc.;</li><li>b. implementation of new or modified equipment providing pre-wetting, or other capability for minimizing salt use;</li><li>c. regular calibration of equipment;</li><li>d. optimizing mechanical removal to reduce use of deicers; or</li><li>e. designation of no salt and/or low salt zones. [Minn. R. 7090]</li></ul>
22.7	If the permittee has an applicable WLA where a reduction in pollutant loading is required for temperature (i.e., City of Duluth, City of Hermantown, City of Rice Lake, City of Stillwater, MnDOT Outstate, St. Louis County, University of Minnesota)

	<p>- Duluth, and Lake Superior College), the permittee must maintain a written plan that identifies specific activities the permittee will implement to reduce thermal loading during the permit term. The written plan may include, but is not limited to:</p> <ul style="list-style-type: none"><li>a. implementation of infiltration BMPs such as bioinfiltration practices;</li><li>b. disconnection and/or reduction of impervious surfaces;</li><li>c. retrofitting existing structural stormwater BMPs; or</li><li>d. improvement of riparian vegetation. [Minn. R. 7090]</li></ul>
23.1	<b>Alum or Ferric Chloride Phosphorus Treatment Systems.</b> [Minn. R. 7090]
23.2	If the permittee uses an alum or ferric chloride phosphorus treatment system, the permittee must comply with Section 23 requirements. [Minn. R. 7090]
23.3	The permittee's alum or ferric chloride phosphorus treatment system must comply with the following: <ul style="list-style-type: none"><li>a. the permittee must use the treatment system for the treatment of phosphorus in stormwater. Non-stormwater discharges must not be treated by this system;</li><li>b. the treatment system must be contained within the conveyances and structural stormwater BMPs of the MS4. The utilized conveyances and structural stormwater BMPs must not include any receiving waters;</li><li>c. phosphorus treatment systems utilizing chemicals other than alum or ferric chloride must receive written approval from the Agency; and</li><li>d. in-lake phosphorus treatment activities are not authorized under the General Permit. [Minn. R. 7090]</li></ul>
23.4	The permittee's alum or ferric chloride phosphorus treatment system must meet the following design parameters: <ul style="list-style-type: none"><li>a. the treatment system must be constructed in a manner that diverts the stormwater flow to be treated from the main conveyance system;</li><li>b. a high flow bypass must be part of the inlet design; and</li><li>c. a flocculant storage/settling area must be incorporated into the design, and adequate maintenance access must be provided (minimum of 8 feet wide) for the removal of accumulated sediment. [Minn. R. 7090]</li></ul>
23.5	A designated person must perform visual monitoring of the treatment system for proper performance at least once every seven (7) days, and within 24 hours after a rainfall event greater than 2.5 inches in 24 hours. Following visual monitoring which occurs within 24 hours after a rainfall event, the next visual monitoring must be conducted within seven (7) days after that rainfall event. [Minn. R. 7090]
23.6	Three (3) benchmark monitoring stations must be established. Table 1 in Appendix A must be used for the parameters, units of measure, and frequency of measurement for each station. [Minn. R. 7090]
23.7	Samples must be collected as grab samples or flow-weighted 24-hour composite samples. [Minn. R. 7090]
23.8	Each sample, excluding pH samples, must be analyzed by a laboratory certified by the Minnesota Department of Health and/or the Agency, and: <ul style="list-style-type: none"><li>a. sample preservation and test procedures for the analysis of pollutants must conform to 40 CFR Part 136 and Minn. R. 7041.3200;</li><li>b. detection limits for dissolved phosphorus, dissolved aluminum, and dissolved iron must be a minimum of 6 micrograms per liter, 10 micrograms per liter, and 20 micrograms per liter, respectively; and</li><li>c. pH must be measured within 15 minutes of sample collection using calibrated and maintained equipment. [Minn. R. 7090]</li></ul>
23.9	In the following situations, the permittee must perform corrective action(s) and immediately notify the Minnesota Department of Public Safety Duty Officer at 800-422-0798 (toll free) or 651-649-5451 (Metro area): <ul style="list-style-type: none"><li>a. the pH of the discharged water is not within the range of 6.0 and 9.0;</li><li>b. any indications of toxicity or measurements exceeding water quality standards which could endanger human health, public drinking water supplies, or the environment; or</li><li>c. a spill or discharge or alteration resulting in water pollution as defined in Minn. Stat. 115.01, subd. 13, of alum or ferric chloride.</li></ul>



	If item b is applicable, the permittee must also report the non-compliance to the Commissioner as required in item 26.11. [Minn. R. 7001.0150, subp. 3(K), Minn. R. 7090]
23.10	If the permittee discovers indications of toxicity or measurements exceeding water quality standards that the permittee determines does not endanger human health, public drinking water supplies, or the environment, the permittee must report the non-compliance to the Commissioner as required in item 26.12. [Minn. R. 7001.0150, subp. 3(L), Minn. R. 7090]
23.11	The permittee must submit the following information with the annual report. The annual report must include a month-by-month summary of:  a. date(s) of operation; b. chemical(s) used for treatment; c. gallons of water treated; d. gallons of alum or ferric chloride treatment used; e. calculated pounds of phosphorus removed; and f. any performance issues and the corrective action(s), including the date(s) when corrective action(s) were taken. [Minn. R. 7090]
23.12	A record of the design parameters in items 23.13 through 23.15 must be kept on-site. [Minn. R. 7090]
23.13	Site-specific jar testing conducted using typical and representative water samples in accordance with the most current approved version of ASTM D2035. [Minn. R. 7090]
23.14	Baseline concentrations of the following parameters in the influent and receiving waters:  a. aluminum or iron; and b. phosphorus. [Minn. R. 7090]
23.15	The following system parameters and how each was determined:  a. flocculant settling velocity; b. minimum required retention time; c. rate of diversion of stormwater into the system; d. the flow rate from the discharge of the outlet structure; and e. range of expected dosing rates. [Minn. R. 7090]
23.16	The following site-specific procedures must be developed and a copy kept on-site:  a. procedures for the installation, operation and maintenance of all pumps, generators, control systems, and other equipment; b. specific parameters for determining when the solids must be removed from the system and how the solids will be handled and disposed of; and c. procedures for cleaning up and/or containing a spill of each chemical stored on-site. [Minn. R. 7090]
24.1	<b>Stormwater Pollution Prevention Program (SWPPP) Modification.</b> [Minn. R. 7090]
24.2	The Commissioner may require the permittee to modify the SWPPP as needed, in accordance with the procedures of Minn. R. 7001, and may consider the following factors:  a. discharges from the MS4 are impacting the quality of receiving waters; b. more stringent requirements are necessary to comply with state or federal regulations; and c. additional conditions are deemed necessary to comply with the goals and applicable requirements of the Clean Water Act and protect water quality. [Minn. R. 7090]
24.3	Modifications that the permittee chooses to make to the SWPPP other than modifications authorized in item 24.4, must be approved by the Commissioner in accordance with the procedures of Minn. R. 7001. All requests must be in writing, setting forth schedules for compliance. The request must discuss alternative program modifications, assure compliance with requirements of the permit, and meet other applicable laws. [Minn. R. 7090]
24.4	The permittee may modify the SWPPP without prior approval of the Commissioner provided the Commissioner is notified of the modification in the annual report for the year the modification is made and the modification falls under one of the following categories:

	<p>a. a BMP is added, and none subtracted, from the SWPPP; or b. a less effective BMP is replaced with a more effective BMP. The alternate BMP must address the same, or similar, concerns as the ineffective or failed BMP. [Minn. R. 7090]</p>
25.1	<b>Annual Assessment, Annual Reporting, and Recordkeeping.</b> [Minn. R. 7090]
25.2	The permittee must conduct an annual assessment to evaluate compliance with the terms and conditions of the General Permit, including the effectiveness of the components of the SWPPP and the status of achieving the measurable requirements in the General Permit. Measurable requirements are activities that must be documented or tracked (e.g., education and outreach efforts, implementation of written plans, inventories, trainings, site plan reviews, inspections, enforcement, etc.). The permittee must perform the annual assessment prior to completion of each annual report and document any modifications made to the SWPPP as a result of the annual assessment. [Minn. R. 7090]
25.3	<p>The permittee must submit an annual report: Due annually, by the 30th of June. The annual report must cover the portion of the previous calendar year during which the permittee was authorized to discharge stormwater under the General Permit. The annual report shall be submitted to the Agency, in a manner determined by the Agency, that includes but is not limited to:</p> <p>a. the status of compliance with permit terms and conditions, including an assessment of the appropriateness of BMPs identified by the permittee and progress towards achieving the measurable requirements of each of the MCMs. The assessment must be based on results of information collected and analyzed, including monitoring (if any), inspection findings, and public input received during the reporting period; b. the stormwater activities the permittee plans to undertake during the next reporting cycle; c. a change in any identified BMPs for any of the MCMs; d. the summary required in item 22.2 to demonstrate progress toward achieving applicable WLAs; e. information required to be recorded or documented in Sections 13 through 24; and f. a statement that the permittee is relying on a partnership(s) with another regulated small MS4(s) to satisfy one or more permit requirements (if applicable), and what agreements the permittee has entered into in support of this effort. [Minn. R. 7090]</p>
25.4	The permittee must make records, including components of the SWPPP, available to the public at reasonable times during regular business hours (see 40 CFR 122.7 for confidentiality provision). [Minn. R. 7090]
25.5	The permittee must retain copies of the permit application, all documentation necessary to comply with SWPPP requirements, all data and information used by the permittee to complete the application process, and any information developed as a requirement of the General Permit or as requested by the Commissioner, for a period of at least three (3) years beyond the date of permit expiration. This period is automatically extended during the course of an unresolved enforcement action regarding the small MS4 or as requested by the Commissioner. [Minn. R. 7001.0080, Minn. R. 7090]
25.6	The permittee must, when requested by the Commissioner, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the General Permit or regarding the conduct of the activity covered by the General Permit. [Minn. R. 7001.0150, subp. 3(H), Minn. R. 7090]
25.7	<p>The permittee must use an electronic submittal process, as provided by the Agency, to submit information required by the General Permit. If electronic submittal is not available, the permittee must use the following mailing address:</p> <p>Supervisor, Municipal Stormwater Unit Minnesota Pollution Control Agency 520 Lafayette Road North St. Paul, Minnesota 55155-4194. [Minn. R. 7090]</p>
26.1	<b>General Conditions.</b> [Minn. R. 7090]
26.2	The Agency's issuance of a permit does not release the permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes or rules or local ordinances, except the obligation to obtain the General Permit. [Minn. R. 7001.0150, subp. 3(A)]
26.3	The Agency's issuance of a permit does not prevent the future adoption by the Agency of pollution control rules, standards, or orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or

	orders against the permittee. [Minn. R. 7001.0150, subp. 3(B)]
26.4	The General Permit does not convey a property right or an exclusive privilege. [Minn. R. 7001.0150, subp. 3(C)]
26.5	The Agency's issuance of a permit does not obligate the Agency to enforce local laws, rules or plans beyond that authorized by Minnesota statutes. [Minn. R. 7001.0150, subp. 3(D)]
26.6	The permittee must perform the actions or conduct the activity authorized by the permit in accordance with the plans and specifications approved by the Agency and in compliance with the conditions of the permit. [Minn. R. 7001.0150, subp. 3(E)]
26.7	The permittee must at all times properly operate and maintain the facilities and systems of treatment and control and the appurtenances related to them which are installed or used by the permittee to achieve compliance with the conditions of the General Permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The permittee must install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the General Permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible. [Minn. R. 7001.0150, subp. 3(F)]
26.8	The permittee may not knowingly make a false or misleading statement, representation, or certification in a record, report, plan, or other document required to be submitted to the Agency or to the Commissioner by the General Permit. The permittee must immediately upon discovery report to the Commissioner an error or omission in these records, reports, plans, or other documents. [Minn. R. 7001.0150, subp. 3(G), Minn. R. 7001.1090, subp. 1(G), Minn. R. 7001.1090, subp. 1(H), Minn. Stat. 609.671]
26.9	When authorized by Minn. Stat. 115.04, 115B.17, subd. 4, and 116.091, and upon presentation of proper credentials, the Agency, or an authorized employee or agent of the Agency, must be allowed by the permittee to enter at reasonable times upon the property of the permittee to examine and copy books, papers, records, or memoranda pertaining to the activity covered by the General Permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the General Permit. [Minn. R. 7001.0150, subp. 3(I)]
26.10	If the permittee discovers, through any means, including notification by the Agency, that noncompliance with a condition of the General Permit has occurred, the permittee must take all reasonable steps to minimize the adverse impacts on human health, public drinking water supplies, or the environment resulting from the noncompliance. [Minn. R. 7001.0150, subp. 3(J)]
26.11	If the permittee discovers that noncompliance with a condition of the General Permit has occurred which could endanger human health, public drinking water supplies, or the environment, the permittee must, within 24 hours of the discovery of the noncompliance, orally notify the Commissioner. Within five days of the discovery of the noncompliance, the permittee must submit to the Commissioner a written description of the noncompliance; the cause of the noncompliance; the exact dates of the period of the noncompliance; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [Minn. R. 7001.0150, subp. 3(K)]
26.12	The permittee must report noncompliance with the General Permit not reported under item 26.11 as a part of the next report which the permittee is required to submit under the General Permit. If no reports are required within 30 days of the discovery of the noncompliance, the permittee must submit the information listed in item 26.11 within 30 days of the discovery of the noncompliance. [Minn. R. 7001.0150, subp. 3(L), Minn. R. 7090]
26.13	The permittee must give advance notice to the Commissioner as soon as possible of planned physical alterations or additions to the permitted facility (MS4) or activity that may result in noncompliance with a Minnesota or federal pollution control statute or rule or a condition of the General Permit. [Minn. R. 7001.0150, subp. 3(M)]
26.14	The General Permit is not transferable to any person without the express written approval of the Agency after compliance with the requirements of Minn. R. 7001.0190. A person to whom the permit has been transferred must comply with the conditions of the General Permit. [Minn. R. 7001.0150, subp. 3(N)]
26.15	The General Permit authorizes the permittee to perform the activities described in the permit under the conditions of the General Permit. In issuing the permit, the state and Agency assume no responsibility for damage to persons, property, or the environment caused by the activities of the permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under the permit. To the extent the state and Agency may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act, Minn. Stat. 3.736. [Minn. R. 7001.0150,

	subp. 3(O)]
26.16	The General Permit incorporates by reference the applicable portions of 40 CFR 122.41 and 122.42(c) and (d), and Minn. R. 7001.1090, which are enforceable parts of the General Permit. [Minn. R. 7090]
26.17	The provisions of the General Permit are severable, and if any provision of the General Permit, or the application of any provision of the General Permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of the General Permit shall not be affected thereby. [Minn. R. 7090]
27.1	<b>Definitions.</b> [Minn. R. 7090]
27.2	"Active karst" means a terrain having distinctive landforms and hydrology created primarily from the dissolution of soluble rocks within 50 feet of the land surface. [Minn. R. 7090]
27.3	"Agency" means the Minnesota Pollution Control Agency or MPCA. [Minn. Stat. 116.36, subd. 2]
27.4	"Alum or Ferric Chloride Phosphorus Treatment System" means the diversion of flowing stormwater from a MS4, removal of phosphorus through the use a continuous feed of alum or ferric chloride additive, flocculation, and the return of the treated stormwater back into a MS4 or receiving water. [Minn. R. 7090]
27.5	"Applicable WLA" means a Waste Load Allocation assigned to the permittee and approved by the USEPA prior to the issuance date of the General Permit. [Minn. R. 7090]
27.6	"Best Management Practices" or "BMPs" means practices to prevent or reduce the pollution of the waters of the state, including schedules of activities, prohibitions of practices, and other management practices, and also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge, or waste disposal or drainage from raw material storage. [Minn. R. 7001.1020, subp. 5]
27.7	"Commissioner" means the Commissioner of the Minnesota Pollution Control Agency or the Commissioner's designee. [Minn. Stat. 116.36, subd. 3]
27.8	"Common Plan of Development or Sale" means a contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land-disturbing activities may occur. [Minn. R. 7090]
27.9	"Construction Activity" means activities including clearing, grading, and excavating, that result in land disturbance of equal to or greater than one acre, including the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre. This includes a disturbance to the land that results in a change in the topography, existing soil cover, both vegetative and nonvegetative, or the existing soil topography that may result in accelerated stormwater runoff that may lead to soil erosion and movement of sediment. Construction activity does not include a disturbance to the land of less than five acres for the purpose of routine maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Routine maintenance does not include activities such as repairs, replacement and other types of non-routine maintenance. Pavement rehabilitation that does not disturb the underlying soils (e.g., mill and overlay projects) is not construction activity. [Minn. R. 7090]
27.10	"DNR Catchment Area" means the Hydrologic Unit 08 areas delineated and digitized by the Minnesota DNR. The catchment areas are available for download at the Minnesota DNR Geospatial Commons website. DNR catchment areas may be locally corrected, in which case the local corrections may be used. [Minn. R. 7090]
27.11	"Existing Permittee" means an owner/operator of a small MS4 that has been authorized to discharge stormwater under a previously issued general permit for small MS4s in the state of Minnesota. [Minn. R. 7090]
27.12	"Fully reconstructed" means areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose the underlying soils beneath the structure, pavement, or activity are not considered fully reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully reconstructed. [Minn. R. 7090]
27.13	"General permit" means a permit issued under Minn. R. 7001.0210 to a category of permittees whose operations, emissions, activities, discharges, or facilities are the same or substantially similar. [Minn. R. 7001.0010, subp. 4]
27.14	"Geographic Coordinates" means the point location of a stormwater feature expressed by X, Y coordinates of a standard Cartesian coordinate system (i.e. latitude/longitude) that can be readily converted to Universal Transverse Mercator (UTM), Zone 15N in the NAD83 datum. For polygon features, the geographic coordinates will typically define the approximate

	center of a stormwater feature. [Minn. R. 7090]
27.15	"High Flow Bypass" means a function of an inlet device that allows a certain flow of water through, but diverts any higher flows away. High flow bypasses are generally used for BMPs that can only treat a designed amount of flow and that would be negatively affected by higher flows. [Minn. R. 7090]
27.16	"Illicit Discharge" means any discharge to a municipal separate storm sewer that is not composed entirely of stormwater except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from firefighting activities. [40 CFR 122.26(b)(2)]
27.17	"Impaired Water" means waters identified as impaired by the Agency, and approved by the USEPA, pursuant to section 303(d) of the Clean Water Act (33 U.S.C. 303(d)). [Minn. R. 7090]
27.18	"Linear project" means construction of new or fully reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale. For example, roads being constructed concurrently with a new residential development are not considered linear projects because they are part of a common plan of development or sale. [Minn. R. 7090]
27.19	"Maximum Extent Practicable" or "MEP" means the statutory standard (33 U.S.C. 1342(p)(3)(B)(iii)) that establishes the level of pollutant reductions that an owner or operator of regulated MS4s must achieve. The USEPA has intentionally not provided a precise definition of MEP to allow maximum flexibility in MS4 permitting. The pollutant reductions that represent MEP may be different for each small MS4, given the unique local hydrologic and geologic concerns that may exist and the differing possible pollutant control strategies. Therefore, each permittee will determine appropriate BMPs to satisfy each of the six Minimum Control Measures (MCMs) through an evaluative process. The USEPA envisions application of the MEP standard as an iterative process. [Minn. R. 7090]
27.20	"Municipal separate storm sewer system" or "MS4" means a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains:  a. owned or operated by a state, city, town, county, district, association, or other public body, created by or pursuant to state law, having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district, or drainage district or similar entity, or an Indian tribe or an authorized Indian tribe organization, or a designated and approved management Agency under section 208 of the federal Clean Water Act, United States Code, title 33, section 1288, that discharges into waters of the state; b. designed or used for collecting or conveying stormwater; c. that is not a combined sewer; and d. that is not part of a publicly owned treatment works as defined in 40 CFR 122.2.  Municipal separate storm sewer systems do not include separate storm sewers in very discrete areas, such as individual buildings. [Minn. R. 7090.0080, subp. 8]
27.21	"New Permittee" means an owner/operator of a small MS4 that has not been authorized to discharge stormwater under a previously issued General Stormwater Permit for small MS4s in the state of Minnesota and that applies for, and obtains coverage under the General Permit. [Minn. R. 7090]
27.22	"Non-Stormwater Discharge" means any discharge not composed entirely of stormwater. [Minn. R. 7090]
27.23	"Operator" means the person with primary operational control and legal responsibility for the MS4. [Minn. R. 7090.0080, subp. 10]
27.24	"Outfall" means the point source where a MS4 discharges to a receiving water, or the stormwater discharge permanently leaves the permittee's MS4. It does not include diffuse runoff or conveyances that connect segments of the same stream or water systems (e.g., when a conveyance temporarily leaves an MS4 at a road crossing). [Minn. R. 7090]
27.25	"Owner" means the person that owns the MS4. [Minn. R. 7090.0080, subp. 11]
27.26	"Permittee" means a person or persons, that signs the permit application submitted to the Agency and is responsible for compliance with the terms and conditions of the General Permit. [Minn. R. 7090]
27.27	"Person" means the state or any Agency or institution thereof, any municipality, governmental subdivision, public or private corporation, individual, partnership, or other entity, including, but not limited to, association, commission or any interstate body, and includes any officer or governing or managing body of any municipality, governmental subdivision, or public or private corporation, or other entity. [Minn. Stat. 115.01, subd. 10]

27.28	"Pipe" means a closed manmade conveyance device used to transport stormwater from location to location. The definition of pipe does not include foundation drain pipes, irrigation pipes, land drain tile pipes, culverts, and road sub-grade drain pipes. [Minn. R. 7090]
27.29	"Receiving Water" means any lake, river, stream or wetland that receives stormwater discharges from an MS4. [Minn. R. 7090]
27.30	"Reduce" means reduce to the Maximum Extent Practicable (MEP) unless otherwise defined in the context in which it is used. [Minn. R. 7090]
27.31	"Seasonally Saturated Soil" means the highest seasonal elevation in the soil in a reduced chemical state because of soil voids filled with water causing anaerobic conditions. Seasonally saturated soil is evidenced by the presence of redoximorphic features or other information determined by scientifically established methods or empirical field measurements. [Minn. R. 7090]
27.32	"Section" includes all item numbers of the same whole number. For example, "Section 5" of the General Permit refers to items 5.1 through 5.5. [Minn. R. 7090]
27.33	"Significant Materials" includes, but is not limited to: raw materials, fuels, materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any chemical the facility is required to report pursuant to Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA); fertilizers, pesticides, and waste products such as ashes, slag, and sludge that have the potential to be released with stormwater discharges. When determining whether a material is significant, the physical and chemical characteristics of the material should be considered (e.g. the material's solubility, transportability, and toxicity characteristics) to determine the material's pollution potential. [40 CFR 122.26(b)(12)]
27.34	"Small Municipal Separate Storm Sewer System" or "small MS4", means all separate storm sewers that are:  a. Owned or operated by the United States, a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management Agency under section 208 of the CWA that discharges to waters of the United States.  b. Not defined as "large" or "medium" Municipal Separate Storm Sewer Systems pursuant to 40 CFR 122.26 paragraphs (b)(4) and (b)(7) or designated under paragraph (a)(1)(v).  c. This term includes systems similar to separate storm sewer systems in municipalities, such as systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. The term does not include separate storm sewers in very discrete areas, such as individual buildings. [Minn. R. 7090]
27.35	"Stormwater" means stormwater runoff, snow melt runoff, and surface runoff and drainage. [Minn. R. 7090.0080, subp. 12]
27.36	"Stormwater flow direction" means the direction of predominant flow within a pipe. Flow direction can be discerned if pipe elevations can be displayed on the storm sewer system map. [Minn. R. 7090]
27.37	"Stormwater Pollution Prevention Program" or "SWPPP" means a comprehensive program developed by the permittee to manage and reduce the discharge of pollutants in stormwater to and from the small MS4. [Minn. R. 7090]
27.38	"Structural Stormwater BMP" means a stationary and permanent BMP that is designed, constructed, and operated to prevent or reduce the discharge of pollutants in stormwater. [Minn. R. 7090]
27.39	"Total Maximum Daily Load" or "TMDL" means the sum of the individual Waste Load Allocations for point sources and load allocations for nonpoint sources and natural background, as more fully defined in 40 CFR 130.2, paragraph (i). A TMDL sets and allocates the maximum amount of a pollutant that may be introduced into a water of the state and still assure attainment and maintenance of water quality standards. [Minn. R. 7052.0010, subp. 42]
27.40	"Waste Load Allocation" or "WLA" means the portion of a receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution, as more fully defined in Code of Federal Regulations, title 40, section 130.2, paragraph (h). In the absence of a TMDL approved by USEPA under 40 CFR 130.7, or an assessment and remediation plan developed and approved according to Minn. R. 7052.0200, subp. 1.C, a WLA is the allocation for an individual point source that ensures that the level of water quality to be achieved by the point source is derived from and complies with all applicable water quality standards and criteria. [Minn. R. 7052.0010, subp. 45]

27.41	"Water pollution" means (a) the discharge of any pollutant into any waters of the state or the contamination of any waters of the state so as to create a nuisance or render such waters unclean, or noxious, or impure so as to be actually or potentially harmful or detrimental or injurious to public health, safety or welfare, to domestic, agricultural, commercial, industrial, recreational or other legitimate uses, or to livestock, animals, birds, fish or other aquatic life; or (b) the alteration made or induced by human activity of the chemical, physical, biological, or radiological integrity of waters of the state. [Minn. Stat. 115.01, subd. 13]
27.42	"Water Quality Standards" means those provisions contained in Minn. R. 7050 and 7052. [Minn. R. 7090]
27.43	"Water Quality Volume" means either:  a. for construction activity (excluding linear projects), one (1) inch of runoff from the sum of the new and fully reconstructed impervious surfaces created by the project (calculated as an instantaneous volume); or b. for linear projects, the greater of one (1) inch of runoff from the new impervious surface or one-half (0.5) inch of runoff from the sum of the new and fully reconstructed impervious surfaces created by the project (calculated as an instantaneous volume). [Minn. R. 7090]
27.44	"Waters of the State" means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof. [Minn. Stat. 115.01, subd. 22]
27.45	"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes:  a. a predominance of hydric soils; b. inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and c. under normal circumstances support a prevalence of such vegetation. [Minn. R. 7050.0186, subp. 1a.B]

**Appendix A. Alum or Ferric Chloride Phosphorus Treatment Systems**

**Table 1:  
 Monitoring parameters during operation**

Station	Alum parameters	Ferric parameters	Units	Frequency
Upstream- background	Total Phosphorus	Total Phosphorus	mg/L	1 x week
	Dissolved Phosphorus	Dissolved Phosphorus	mg/L	1 x week
	Total Aluminum	Total Iron	mg/L	1 x month
	Dissolved Aluminum	Dissolved Iron	mg/L	1 x week
	pH	pH	SU	1 x week
	Flow	Flow	Mgd	Daily
Alum or Ferric Chloride Feed	Alum	Ferric	Gallons	Daily total dosed in gallons
Discharge from treatment	Total Phosphorus	Total Phosphorus	mg/L	1 x week
	Dissolved Phosphorus	Dissolved Phosphorus	mg/L	1 x week
	Total Aluminum	Total Iron	mg/L	1 x month
	Dissolved Aluminum	Dissolved Iron	mg/L	1 x week
	pH	pH	SU	1 x week
	Flow	Flow	Mgd	Daily



Appendix B. Schedules

**Table 2:**  
**Existing Permittees - Schedule of permit requirements**

<i>Permit requirement</i>	<i>Schedule</i>
<p><b>Section 12. Stormwater Pollution Prevention Program (SWPPP) Document</b></p> <ul style="list-style-type: none"> <li>• <i>Submit the SWPPP Document completed in accordance with Section 12.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 150 days after General Permit issuance date.</li> </ul>
<p><b>Section 13. Stormwater Pollution Prevention Program (SWPPP)</b></p> <ul style="list-style-type: none"> <li>• <i>Complete revisions to incorporate the new requirements of Sections 14 - 23 into current SWPPP.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 12 months of the date General Permit coverage is extended, unless other timelines have been specifically established in the General Permit and identified below.</li> </ul>
<p><b>Section 19. Construction Site Stormwater Runoff Control</b></p> <ul style="list-style-type: none"> <li>• <i>Complete revisions to Construction Site Stormwater Runoff Control program, including revisions to regulatory mechanism(s), if necessary.</i></li> <li>• <i>When the CSW Permit is reissued, revise regulatory mechanism(s), if necessary, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 12 months of the date General Permit coverage is extended.</li> <li>• Within 12 months of the issuance date of the CSW Permit (expected issuance date of the CSW Permit is August 1, 2023).</li> </ul>
<p><b>Section 21. Pollution Prevention/Good Housekeeping for Municipal Operations</b></p> <ul style="list-style-type: none"> <li>• <i>Conduct structural stormwater best management practice (BMP) inspections.</i></li> <li>• <i>Conduct pond and outfall inspections.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Each calendar year.</li> <li>• Prior to the expiration date of the General Permit.</li> </ul>
<p><b>Section 22. Discharges to Impaired Waters with a USEPA-Approved TMDL that includes an Applicable WLA</b></p> <ul style="list-style-type: none"> <li>• <i>Submit all information required in item 22.2.</i></li> <li>• <i>Meet requirements for applicable WLAs for bacteria, chloride, and temperature in Section 22.</i></li> </ul>	<ul style="list-style-type: none"> <li>• With each annual report.</li> <li>• Within 12 months of the date General Permit coverage is extended.</li> </ul>
<p><b>Section 25. Annual Assessment, Annual Reporting, and Recordkeeping</b></p> <ul style="list-style-type: none"> <li>• <i>Conduct assessment of the SWPPP.</i></li> <li>• <i>On a form provided by the Agency, submit an annual report.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Prior to completion of each annual report.</li> <li>• By June 30<sup>th</sup> of each calendar year.</li> </ul>

**Table 3:**  
**New Permittees - Schedule of permit requirements**

<i>Permit requirement</i>	<i>Schedule</i>
<b>Section 10. New Permittee Applicants</b> <ul style="list-style-type: none"> <li>• <i>Submit Part 1, and Part 2 of the permit application as required by Section 12.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 18 months of written notification from the Commissioner that the MS4 meets the criteria in Minn. R. 7090.1010, subp. 1.A. or B. and General Permit coverage is required.</li> </ul>
<b>Section 13. Stormwater Pollution Prevention Program (SWPPP)</b> <ul style="list-style-type: none"> <li>• <i>Complete all requirements of Sections 14 - 23.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 36 months of the date General Permit coverage is extended, unless other timelines have been specifically established in the General Permit and identified below; or</li> <li>• Within timelines established by the Commissioner in item 8.3.</li> </ul>
<b>Section 14. Mapping</b> <ul style="list-style-type: none"> <li>• <i>Develop a storm sewer system map.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 24 months of the date General Permit coverage is extended.</li> </ul>
<b>Section 18. Illicit Discharge Detection and Elimination</b> <ul style="list-style-type: none"> <li>• <i>Develop, implement, and enforce an Illicit Discharge Detection and Elimination Program.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 12 months of the date General Permit coverage is extended.</li> </ul>
<b>Section 19. Construction Site Stormwater Runoff Control</b> <ul style="list-style-type: none"> <li>• <i>Develop, implement, and enforce a Construction Site Stormwater Runoff Control Program.</i></li> <li>• <i>When the CSW Permit is reissued, revise regulatory mechanism(s), if necessary, to be at least as stringent as the requirements for erosion, sediment, and waste controls described in the CSW Permit.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 12 months of the date General Permit coverage is extended.</li> <li>• Within 12 months of the issuance date of the CSW Permit (expected issuance date of the CSW Permit is August 1, 2023).</li> </ul>
<b>Section 20. Post-Construction Stormwater Management</b> <ul style="list-style-type: none"> <li>• <i>Develop, implement, and enforce a Post-Construction Stormwater Management program.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 24 months of the date General Permit coverage is extended.</li> </ul>
<b>Section 21. Pollution Prevention/Good Housekeeping for Municipal Operations</b> <ul style="list-style-type: none"> <li>• <i>Conduct structural stormwater BMP inspections.</i></li> <li>• <i>Conduct pond and outfall inspections.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Each calendar year.</li> <li>• Prior to the expiration date of the General Permit.</li> </ul>
<b>Section 22. Discharges to Impaired Waters with a USEPA-Approved TMDL that includes an Applicable WLA</b> <ul style="list-style-type: none"> <li>• <i>Submit all information required in item 22.2.</i></li> <li>• <i>Meet requirements for applicable WLAs for bacteria, chloride, and temperature in Section 22.</i></li> </ul>	<ul style="list-style-type: none"> <li>• With each annual report.</li> <li>• Within 12 months of the date General Permit coverage is extended.</li> </ul>
<b>Section 23. Alum or Ferric Chloride Phosphorus Treatment Systems (if applicable)</b> <ul style="list-style-type: none"> <li>• <i>Meet requirements for treatment systems in Section 23.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Within 12 months of the date General Permit coverage is extended.</li> </ul>
<b>Section 25. Annual SWPPP Assessment, Annual Reporting, and Recordkeeping</b> <ul style="list-style-type: none"> <li>• <i>Conduct assessment of the SWPPP.</i></li> <li>• <i>On a form provided by the Agency, submit an annual report.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Prior to completion of each annual report.</li> <li>• By June 30<sup>th</sup> of each calendar year.</li> </ul>



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4/5/22	<b>Originating Dept.:</b> Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Scott W
Adopt findings and order - CD 20, 52, 64	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

**If Action, Board Motion Requested:**

Adopt findings and order for redeterminations on CD 20, 52, and 64. Also adopt findings and order for Consolidation of CD 64.

**Background Information:**

[Empty text box for background information]

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty text box for administrators comments]

Reviewed by Administrator:  Yes  No

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

**STATE OF MINNESOTA**  
*Before the*  
**Redwood County**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**County Ditch 20**

---

**In the Matter of:**

**the Redetermination of Benefits for  
County Ditch 20**

**FINDINGS AND ORDER APPROVING  
THE REDETERMINATION OF  
BENEFITS, ACQUIRING GRASS  
BUFFER, CONFIRMING DAMAGES,  
AND DIRECTING PAYMENT**

---

The Redwood County Board of Commissioners, sitting as the drainage authority for County Ditch 20, pursuant to Minn. Stat. § 103E.351, having adopted findings and ordered a redetermination of benefits on 05/05/2020; having appointed three viewers to redetermine and report the benefits and damages; having received the viewers' report; having followed proper notice requirements in Minn. Stat. § 103E.351; and having held a public hearing and followed all requirements of chapter 103E, based on the record and proceedings, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ to adopt the following Findings and Order:

**Findings:**

1. Redwood County Board of Commissioners is the drainage authority for County Ditch 20.
2. On 05/05/2020, the drainage authority adopted findings and ordered the initiation of a redetermination of benefits and damages for County Ditch 20 pursuant to Minn. Stat. § 103E.351. Mark Beherends, Chris Christianson, Joe Mutschler, Kendall Langseth, Robert Hansen, Dennis Distad, John Thompson, and Bruce Ness were appointed as viewers.
3. Environmental Director Wold administered the Viewers' Oath on 05/06/20.
4. The viewers completed their report, which included a benefits and damages statement, on 01/27/2022, for all property affected by the drainage system and filed their report with the drainage authority.

5. The Environmental Director under direction from the drainage authority Board, prepared property owners' reports and mailed them to the owners of property identified in the viewers' report.
6. The drainage authority, by order, set a public hearing for review of the viewers' report on 02/15/2022, which is within 30 days after the property owners' reports were mailed.
7. A printed copy of the final hearing notice was posted for at least three weeks before the date of the final hearing at the front door of the Government Center of Redwood County.
8. Notice of the final hearing was published in the Redwood Gazette, for three successive weeks prior to the hearing.
9. Within one week after the first publication of the notice, the Redwood County Environmental Director provided notice by mail of the time and location of the final hearing to the commissioner of natural resources, all property owners, and others affected by the redetermination of benefits and listed in the viewers' report.
10. Proper notice of the redetermination hearing was made in conjunction with Minn. Stat. § 103E.351 requirements and chapters 103E. A record of the notice requirements is on file with the drainage authority.
11. Evidence of all actions in this matter, including findings and orders, appointments, oaths, affidavits of mailing, publication, and posting as well as hearing agendas, presentation materials, and recordings are present in the record of proceedings and are incorporated by reference.
12. The drainage authority held a public hearing on the redetermination of benefits on 03/15/2022 at 10:30 a.m. at Redwood County Government Center.
13. At the public hearing, John Thompson, one of the duly appointed viewers, presented the viewers' report and explained the process of completing the viewers' report. Thompson further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the drainage system; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of County Ditch 20.
14. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage

- system as required under Minn. Stat. § 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
15. The viewers used maps, LiDAR data, and other information, along with visual inspection of the watershed of the drainage system, to determine the boundaries of the benefiting area.
  16. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
  17. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
  18. Based on their detailed observations, the viewers determined benefit classifications, classified acres, and assigned economic benefit on a per acre basis.
  19. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received a change in benefits from the drainage system.
  20. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
  21. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
  22. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
  23. The viewers determined economic benefits based on: (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of potential different land use.

24. Within the watershed of the drainage system, the viewers determined benefits on property that are responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.
25. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work performed; the days each viewer was engaged in said work; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
26. The viewers' account of work has been filed with the drainage authority.
27. Upon review of information provided to the Board during the public hearing, the Board further finds and confirms its earlier findings that the benefits and damages determined in the original proceedings, as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefitted areas.
28. The viewers' report is attached as **Exhibit A**.
29. The benefits and damages statement is attached as **Exhibit B**.
30. During the public hearing portion of the proceedings, the following persons appeared and provided comment.
  - a. No public comments were made
31. At the close of the public comment hearing, Commissioner Van Hee moved to accept the Redetermination of Benefits Report. Commissioner Wakefield seconded and the motion carried.
32. At the close of the public comment hearing, Commissioner Forkrud moved to Set the payment terms as paid in full within 60 days, placed on taxes for 3 years at 4% interest, with all financed bills under \$100.00 to be paid in the first year. Commissioner Salfer seconded and the motion carried.
33. At the close of the public comment hearing, Commissioner Salfer moved to direct staff to prepare Findings and an Order consistent with the proceedings. Commissioner Forkrud seconded and the motion carried.
34. Based on the proceedings herein, the evidence presented during the pendency of these proceedings, the testimony of the viewers, and the public comments received, the Board finds:

- a. that the viewers' report has been made and other proceedings have been completed under Minnesota Statutes, chapter 103E;
- b. that the viewers' report is complete and correct;
- c. that no evidence was presented in opposition to the benefits and damages determined by the viewers in the viewers' report;
- d. that the redetermined benefits and damages, as reflected in the viewers' report as **Exhibit A**, and as described in the benefits and damages statement as **Exhibit B**, are proper, reasonable, and conform to the drainage code; and

**Order:**

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Redwood County Ditch 20, hereby orders as follows:

- A. The redetermined benefits of Redwood County Ditch 20, the viewers' report attached hereto as **Exhibit A**, and the benefits and damages statement attached hereto as **Exhibit B** are hereby adopted by the Board and shall be used in place of the original benefits and damages in all subsequent proceedings.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for Redwood County Ditch 20.



After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were, \_\_\_\_yeas, \_\_\_\_nays, \_\_\_\_ absent, and \_\_\_\_ abstentions as follows:

	Yea	Nay	Absent	Abstain
Wakefield	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groebner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forkrud	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salfer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Hee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

\_\_\_\_\_  
Rick Wakefield, Chairperson

Dated: \_\_\_\_\_

\* \* \* \* \*

I, Scott Wold, Redwood County Environmental Director, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the Redwood County Ditch 20 and find the same to be a true and correct transcript thereof. The above order was filed with me, Scott Wold, Redwood County Environmental Director, on \_\_\_\_\_

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

\_\_\_\_\_  
Scott Wold

**STATE OF MINNESOTA**  
*Before the*  
**Redwood County**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**County Ditch 52**

---

**In the Matter of:**

**the Redetermination of Benefits for  
County Ditch 52**

**FINDINGS AND ORDER APPROVING  
THE REDETERMINATION OF  
BENEFITS, ACQUIRING GRASS  
BUFFER, CONFIRMING DAMAGES,  
AND DIRECTING PAYMENT**

---

The Redwood County Board of Commissioners, sitting as the drainage authority for County Ditch 52, pursuant to Minn. Stat. § 103E.351, having adopted findings and ordered a redetermination of benefits on 05/05/2020; having appointed three viewers to redetermine and report the benefits and damages; having received the viewers' report; having followed proper notice requirements in Minn. Stat. § 103E.351; and having held a public hearing and followed all requirements of chapter 103E, based on the record and proceedings, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ to adopt the following Findings and Order:

**Findings:**

1. Redwood County Board of Commissioners is the drainage authority for County Ditch 52.
2. On 05/05/2020, the drainage authority adopted findings and ordered the initiation of a redetermination of benefits and damages for County Ditch 52 pursuant to Minn. Stat. § 103E.351. Mark Beherends, Chris Christianson, Joe Mutschler, Kendall Langseth, Robert Hansen, Dennis Distad, John Thompson, and Bruce Ness were appointed as viewers.
3. Environmental Director Wold administered the Viewers' Oath on 05/06/20.
4. The viewers completed their report, which included a benefits and damages statement, on 01/27/2022, for all property affected by the drainage system and filed their report with the drainage authority.

5. The Environmental Director under direction from the drainage authority Board, prepared property owners' reports and mailed them to the owners of property identified in the viewers' report.
6. The drainage authority, by order, set a public hearing for review of the viewers' report on 02/15/2022, which is within 30 days after the property owners' reports were mailed.
7. A printed copy of the final hearing notice was posted for at least three weeks before the date of the final hearing at the front door of the Government Center of Redwood County.
8. Notice of the final hearing was published in the Redwood Gazette, for three successive weeks prior to the hearing.
9. Within one week after the first publication of the notice, the Redwood County Environmental Director provided notice by mail of the time and location of the final hearing to the commissioner of natural resources, all property owners, and others affected by the redetermination of benefits and listed in the viewers' report.
10. Proper notice of the redetermination hearing was made in conjunction with Minn. Stat. § 103E.351 requirements and chapters 103E. A record of the notice requirements is on file with the drainage authority.
11. Evidence of all actions in this matter, including findings and orders, appointments, oaths, affidavits of mailing, publication, and posting as well as hearing agendas, presentation materials, and recordings are present in the record of proceedings and are incorporated by reference.
12. The drainage authority held a public hearing on the redetermination of benefits on 03/15/2022 at 10:31 a.m. at Redwood County Government Center.
13. At the public hearing, John Thompson, one of the duly appointed viewers, presented the viewers' report and explained the process of completing the viewers' report. Thompson further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the drainage system; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of County Ditch 52.
14. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage

- system as required under Minn. Stat. § 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
15. The viewers used maps, LiDAR data, and other information, along with visual inspection of the watershed of the drainage system, to determine the boundaries of the benefiting area.
  16. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
  17. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
  18. Based on their detailed observations, the viewers determined benefit classifications, classified acres, and assigned economic benefit on a per acre basis.
  19. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received a change in benefits from the drainage system.
  20. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
  21. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
  22. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
  23. The viewers determined economic benefits based on: (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of potential different land use.

24. Within the watershed of the drainage system, the viewers determined benefits on property that are responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.
25. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work performed; the days each viewer was engaged in said work; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
26. The viewers' account of work has been filed with the drainage authority.
27. Upon review of information provided to the Board during the public hearing, the Board further finds and confirms its earlier findings that the benefits and damages determined in the original proceedings, as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefitted areas.
28. The viewers' report is attached as **Exhibit A**.
29. The benefits and damages statement is attached as **Exhibit B**.
30. During the public hearing portion of the proceedings, the following persons appeared and provided comment.
  - a. No public comments were made
31. At the close of the public comment hearing, Commissioner Forkrud moved to accept the Redetermination of Benefits Report. Commissioner Van Hee seconded and the motion carried.
32. At the close of the public comment hearing, Commissioner Salfer moved to Set the payment terms as paid in full within 60 days, placed on taxes for 3 years at 4% interest, with all financed bills under \$100.00 to be paid in the first year. Commissioner Forkrud seconded and the motion carried.
33. At the close of the public comment hearing, Commissioner Salfer moved to direct staff to prepare Findings and an Order consistent with the proceedings. Commissioner Van Hee seconded and the motion carried.
34. Based on the proceedings herein, the evidence presented during the pendency of these proceedings, the testimony of the viewers, and the public comments received, the Board finds:

- a. that the viewers' report has been made and other proceedings have been completed under Minnesota Statutes, chapter 103E;
- b. that the viewers' report is complete and correct;
- c. that no evidence was presented in opposition to the benefits and damages determined by the viewers in the viewers' report;
- d. that the redetermined benefits and damages, as reflected in the viewers' report as **Exhibit A**, and as described in the benefits and damages statement as **Exhibit B**, are proper, reasonable, and conform to the drainage code; and

**Order:**

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Redwood County Ditch 52, hereby orders as follows:

- A. The redetermined benefits of Redwood County Ditch 52, the viewers' report attached hereto as **Exhibit A**, and the benefits and damages statement attached hereto as **Exhibit B** are hereby adopted by the Board and shall be used in place of the original benefits and damages in all subsequent proceedings.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for Redwood County Ditch 52.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were, \_\_\_\_yeas, \_\_\_\_nays, \_\_\_\_ absent, and \_\_\_\_ abstentions as follows:

	Yea	Nay	Absent	Abstain
Wakefield	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groebner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forkrud	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salfer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Hee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

\_\_\_\_\_  
Rick Wakefield, Chairperson

Dated: \_\_\_\_\_



\* \* \* \* \*

I, Scott Wold, Redwood County Environmental Director, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the Redwood County Ditch 52 and find the same to be a true and correct transcript thereof. The above order was filed with me, Scott Wold, Redwood County Environmental Director, on \_\_\_\_\_

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

\_\_\_\_\_  
Scott Wold

**STATE OF MINNESOTA**  
*Before the*  
**Redwood County**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**County Ditch 64**

---

**In the Matter of:**

**the Redetermination of Benefits for  
County Ditch 64**

**FINDINGS AND ORDER APPROVING  
THE REDETERMINATION OF  
BENEFITS, ACQUIRING GRASS  
BUFFER, CONFIRMING DAMAGES,  
AND DIRECTING PAYMENT**

---

The Redwood County Board of Commissioners, sitting as the drainage authority for County Ditch 64, pursuant to Minn. Stat. § 103E.351, having adopted findings and ordered a redetermination of benefits on 05/05/2020; having appointed three viewers to redetermine and report the benefits and damages; having received the viewers' report; having followed proper notice requirements in Minn. Stat. § 103E.351; and having held a public hearing and followed all requirements of chapter 103E, based on the record and proceedings, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ to adopt the following Findings and Order:

**Findings:**

1. Redwood County Board of Commissioners is the drainage authority for County Ditch 64.
2. On 09/6/2016, the drainage authority adopted findings and ordered the initiation of a redetermination of benefits and damages for County Ditch 64 pursuant to Minn. Stat. § 103E.351. John Schueller, Luke Olson, Blake Garberich, and Kevin Vickerman were appointed as viewers.
3. County Auditor Jean Price administered the Viewers' Oath on 09/21/2016.
4. The viewers completed their report, which included a benefits and damages statement, on 02/03/2022, for all property affected by the drainage system and filed their report with the drainage authority.

5. The Environmental Director under direction from the drainage authority Board, prepared property owners' reports and mailed them to the owners of property identified in the viewers' report.
6. The drainage authority, by order, set a public hearing for review of the viewers' report on 02/01/2022, which is within 30 days after the property owners' reports were mailed.
7. A printed copy of the final hearing notice was posted for at least three weeks before the date of the final hearing at the front door of the Government Center of Redwood County.
8. Notice of the final hearing was published in the Redwood Gazette, for three successive weeks prior to the hearing.
9. Within one week after the first publication of the notice, the Redwood County Environmental Director provided notice by mail of the time and location of the final hearing to the commissioner of natural resources, all property owners, and others affected by the redetermination of benefits and listed in the viewers' report.
10. Proper notice of the redetermination hearing was made in conjunction with Minn. Stat. § 103E.351 requirements and chapters 103E. A record of the notice requirements is on file with the drainage authority.
11. Evidence of all actions in this matter, including findings and orders, appointments, oaths, affidavits of mailing, publication, and posting as well as hearing agendas, presentation materials, and recordings are present in the record of proceedings and are incorporated by reference.
12. The drainage authority held a public hearing on the redetermination of benefits on 03/15/2022 at 10:00 a.m. at Redwood County Government Center.
13. At the public hearing, John Schueller, one of the duly appointed viewers, presented the viewers' report and explained the process of completing the viewers' report. Schueller further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the drainage system; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of County Ditch 64.
14. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage

- system as required under Minn. Stat. § 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
15. The viewers used maps, LiDAR data, and other information, along with visual inspection of the watershed of the drainage system, to determine the boundaries of the benefiting area.
  16. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
  17. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
  18. Based on their detailed observations, the viewers determined benefit classifications, classified acres, and assigned economic benefit on a per acre basis.
  19. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received a change in benefits from the drainage system.
  20. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
  21. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
  22. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
  23. The viewers determined economic benefits based on: (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of potential different land use.

24. Within the watershed of the drainage system, the viewers determined benefits on property that are responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.
25. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work performed; the days each viewer was engaged in said work; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
26. The viewers' account of work has been filed with the drainage authority.
27. Upon review of information provided to the Board during the public hearing, the Board further finds and confirms its earlier findings that the benefits and damages determined in the original proceedings, as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefitted areas.
28. The viewers' report is attached as **Exhibit A**.
29. The benefits and damages statement is attached as **Exhibit B**.
30. During the public hearing portion of the proceedings, the following persons appeared and provided comment.
  - a. No public comments were made
31. At the close of the public comment hearing, Commissioner Salfer moved to accept the Redetermination of Benefits Report. Commissioner Forkrud seconded and the motion carried.
32. At the close of the public comment hearing, Commissioner Salfer moved to Set the payment terms as paid in full within 60 days, placed on taxes for 3 years at 4% interest, with all financed bills under \$100.00 to be paid in the first year. Commissioner Forkrud seconded and the motion carried.
33. At the close of the public comment hearing, Commissioner Van Hee moved to direct staff to prepare Findings and an Order consistent with the proceedings. Commissioner Salfer seconded and the motion carried.
34. Based on the proceedings herein, the evidence presented during the pendency of these proceedings, the testimony of the viewers, and the public comments received, the Board finds:

- a. that the viewers' report has been made and other proceedings have been completed under Minnesota Statutes, chapter 103E;
- b. that the viewers' report is complete and correct;
- c. that no evidence was presented in opposition to the benefits and damages determined by the viewers in the viewers' report;
- d. that the redetermined benefits and damages, as reflected in the viewers' report as **Exhibit A**, and as described in the benefits and damages statement as **Exhibit B**, are proper, reasonable, and conform to the drainage code; and

**Order:**

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Redwood County Ditch 64, hereby orders as follows:

- A. The redetermined benefits of Redwood County Ditch 64, the viewers' report attached hereto as **Exhibit A**, and the benefits and damages statement attached hereto as **Exhibit B** are hereby adopted by the Board and shall be used in place of the original benefits and damages in all subsequent proceedings.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for Redwood County Ditch 64.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were, \_\_\_\_yeas, \_\_\_\_nays, \_\_\_\_ absent, and \_\_\_\_ abstentions as follows:

	Yea	Nay	Absent	Abstain
Wakefield	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groebner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forkrud	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salfer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Hee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

\_\_\_\_\_  
Rick Wakefield, Chairperson

Dated: \_\_\_\_\_

\* \* \* \* \*

I, Scott Wold, Redwood County Environmental Director, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the Redwood County Ditch 64 and find the same to be a true and correct transcript thereof. The above order was filed with me, Scott Wold, Redwood County Environmental Director, on \_\_\_\_\_

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

\_\_\_\_\_  
Scott Wold





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>		<b>Originating Dept.:</b>	
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>			
	<b>Presenter:</b>		
	<b>estimated time needed:</b>		
<b>Board Action:</b>	<input type="checkbox"/> <b>Yes, action required</b>	<input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

**Background Information:**

Supporting Documents:      Attached      None

**County Attorney Reviewed Information:**      Completed      In Progress      Not applicable

**Administrators Comments:**

**Reviewed by Administrator:**      Yes      No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/2022	<b>Originating Dept.:</b>	A/T
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>		<b>Presenter:</b>	Jean
Approve 2022 Help America Vote Act (HAVA) Grant Agreement		<b>estimated time needed:</b>	
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Motion to approve the 2022 Help America Vote Act (HAVA) Grant Agreement of which Redwood County will receive \$23,306.53 to be used for Election Security.

**Background Information:**

Redwood County applied for the 2022 Help America Vote Act (HAVA) Grants Program on January 18, 2022 through the Secretary of State by completing 7 different IT security prerequisites (with the assistance of IT). The County has been awarded \$23,306.53 which can be used as a match to the VEGA-3 grant applied for in December of 2021 for the purchase of 13 Omni Ballot Tablets.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

**STATE OF MINNESOTA  
2022 ELECTION SECURITY GRANT AGREEMENT**

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

**Recitals**

- 1 Under Minnesota Laws 2021, First Special Session, Chapter 12, article 1, section 41, Grantor is authorized to distribute funds to political subdivisions for activities authorized by Public Law 115-141, Title V, Public Law 116-93, Title V, Laws 2019, First Special Session chapter 10, article 1, section 40, and Laws 2020, chapter 77, section 3, (hereinafter the "federal and state purposes"). Grantee is a political subdivision of the State and thus empowered to apply for the funds requested in this Agreement. Grantee submitted a grant application and State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State and in accordance with all federal and state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this grant.
- 3 Federal funds for this agreement are provided pursuant to grants from the United States Election Assistance Commission under the provisions cited in paragraph 1. State match funds are provided under the same provisions.
- 4 State is in need of assistance to improve election security and the administration of federal elections as provided for in the provisions cited in paragraph 1.
- 5 Grantee is responsible for the administration of elections in the area under their jurisdiction.

**Agreement**

**1 Effectiveness of Agreement**

**1.1 Effective date:** March 14, 2022, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Grantee agrees to use the funds provided under this agreement only for the authorized federal and state purposes. Grantee submitted, and State approved, a Grant Application, incorporated herein. Per Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully approved and executed, and Grantee has been notified by State's Authorized Representative that they are in compliance with the terms of this Agreement.

**1.2 Expiration date:** March 23, 2027, or until all funds have been expended.

**1.3 Survival of Terms.** The following clauses survive the fulfillment of this Agreement: 2,5. Reporting Requirements; 4. Consideration and Payment; 8. Liability; 9. Audits and Reports; 10. Government Data Practices; 12. Property and Casualty Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

**2 Grantee's Duties**

**2.1 Activities.** Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the authorized federal and state purposes, which are incorporated into this Agreement, and as further set forth in the Grant Application submitted by Grantee, incorporated herein, and attached hereto. The Chief Election Official of Grantee is responsible for fulfilling all requirements of

Grantee under this agreement.

**2.2 Award.** Grantee is hereby awarded \$ 23,306.53 for the federal and state purposes.

**2.3 Expenditures.** Grantee will expend the funds only for the federal and state purposes. except as set forth in paragraph 2.4 of this Agreement.

**2.4 Municipalities.** Grantee, if not a municipality, may work with municipalities within Grantee's jurisdiction to establish a system to reimburse municipalities for expenditures that are within the scope of this agreement. Grantee may establish additional restrictions on eligible expenditures, and may in its discretion establish a match requirement, cap or other limit on reimbursement, Grantee and municipalities must agree in advance on the expenditure to be made, and municipalities must demonstrate that the goods or services were performed and provide documentation to Grantee prior to receiving reimbursement. By accepting reimbursement, the municipality is subject to the terms set forth in paragraphs 9, 10, 13, and 14 of this Agreement as if it were the Grantee.

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

**2.5.1 Progress Reporting.** Grantee shall submit, each year, a financial reporting form to State utilizing the format identified by State, stating the amount spent from this grant by Grantee and any municipalities within the jurisdiction of the Grantee to whom Grantee has provided funds in the preceding federal fiscal year or in the first six months of the current federal fiscal year for the authorized federal and state purposes. Grantee shall also list all interest earned on these funds.

**2.5.2 Other Requirements.** Grantee must maintain financial records for each grant sufficient to satisfy audit standards or other reporting requirements and must transmit those records to the secretary of state upon request of the secretary of state. Grantee must also retain and hold for expenditures only on the federal and state purposes, all interest earned on these funds. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

**2.5.3 Evaluation.** State shall have the authority to conduct an evaluation of the performance of Grantee.

**2.5.4 Requirement Changes.** State may modify or change all reporting forms at their discretion.

**2.5.5 Special Requirements.** The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation. The State will notify the Grantee in writing of any special administrative requirements.

**2.6 Accounting Requirements - Fiscal Control and Accounting Procedures.**

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

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

### 3 *Time*

Grantee must comply with all the time requirements described in this Agreement.

### 4 *Consideration and Payment*

**4.1 Consideration.** The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** Grantee will be awarded the amount listed in paragraph 2.2 of this Agreement.
- (2) **Total Obligation.** The total obligation of State to Grantee under this Agreement will not exceed the amount listed in paragraph 2.2 of this Agreement.

**4.2 Fiscal Requirements.** Grantee shall report to the State as provided by paragraph 2.5 of this Agreement.

**4.2.1 Financial Guidelines.** Grantee's eligible expenditures under this Agreement must be specifically incurred by Grantee or by municipalities with a sub-agreement with Grantee. Grantee will report on all expenditures pertaining to this Agreement as provided in paragraph 2.5.

**4.2.2 Records.** Grantee must retain all financial records for a minimum of six (6) years after all funds have been expended, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other retention and access requirements for records provided in the jurisdiction's retention schedules. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General, or its successor. In addition, Grantee must maintain records sufficient to report expenditures made during the term of this Agreement upon request of the State.

**4.3 Payment Invoices.** State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

**4.4 Conditions.**

- (1) Payments under this Agreement will be made from federal and state match funds appropriated by Minnesota Laws, First Special Session, Chapter 10, Article 1, section 40, and Minnesota Laws, 2020, Chapter 77, section 3. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with statutory or Agreement requirements.
- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for the federal and state purposes.

### 5 *Satisfaction*

All duties required of and agreements or assurances provided by Grantee in this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

### 6 *Authorized Representative*

State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is:

**Jean Price**  
**Auditor / Treasurer**

**403 S Mill St / PO Box 130  
Redwood Falls, MN 56283**

Telephone Number: **507-637-4013**

Email Address: [jean\\_p@co.redwood.mn.us](mailto:jean_p@co.redwood.mn.us)

Grant payment will be made to: **Redwood County**

Federal ID Number: **41-6005879**

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

**7 *Assignment Amendments, Waiver, and Agreement Complete***

**7.1 Assignment**

Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State, approved by the same parties who executed and approved this Agreement, or their successors in office.

**7.2 Amendments**

Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**7.3 Waiver**

If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to enforce it.

**7.4 Agreement Complete**

This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8 *Liability***

Grantee must indemnify, save, and hold State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

**9 *Audits and Reports***

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the expenditure of all funds provided under this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General, or its successor. In addition, Grantee must report expenditures made during the term of this Agreement upon request of the State, and must make the annual and semi-annual reports described in this agreement stating expenditures during the current or most recently ended periods as directed by State.

**10 *Government Data Practices***

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

If Grantee receives a request to release the data referred to in this Clause, Grantee must immediately notify State. State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

**11 *Workers' Compensation***

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**12 *Property and Casualty Insurance***

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of any equipment purchased with funds from this grant. Any deductible shall be the sole responsibility of Grantee.

**13 *Governing Law, Jurisdiction, and Venue***

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14 *Data Disclosure***

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

**15 *Termination.***

State may immediately terminate this Agreement with or without cause, upon 30 days' written notice to Grantee. Grantee may terminate this agreement by returning all unexpended funds to State upon 30 days written notice to State. Reporting requirements will continue as necessary to complete reporting for the period in which the funds are returned. No partial return of funds is permitted under this agreement.

**16 *Grantee Procurement***

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing items or equipment with funds subject to this Agreement.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Jennifer Keen

Date: 3/17/2022

Agreement No. 208667/PO 3784

**2. GRANTEE (County)**

*Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable resolutions or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
Redwood County Attorney

By: [Signature]  
Date: 03.28.2022

**3. STATE (Office of the Secretary of State)**

By: [Signature]  
(with delegated authority)

Title: Director of Elections

Date: 3/18/22

Distribution: Grantee  
State's Authorized Representative





**REQUEST FOR BOARD ACTION**

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

**If Action, Board Motion Requested:**

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

**Background Information:**

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

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

**REDWOOD COUNTY  
AGREEMENT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

**AGREEMENT**

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

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

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

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

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

3. ITEMS PROVIDED BY THE COUNTY.

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

4. PAYMENT TO CONSULTANT.

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

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

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

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

Voyant  
3905 Annapolis Lane N  
Suite 195  
Plymouth MN 55441

5. AUTHORIZED REPRESENTATIVE.

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

Redwood County IT  
403 South Mill Street  
Redwood Falls MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

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

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

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

7. INSURANCE AND INDEMNIFICATION.

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

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

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

8. RECORDS AND INFORMATION.

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

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

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

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

9. AUDIT.

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

10. NOTICE.

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

11. DISPUTES.

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

12. TERMINATION AND SUSPENSION.

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

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

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

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

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

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

### 13. SURVIVAL.

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

### 14. GENERAL PROVISIONS.

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



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

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

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

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

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

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

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

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

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

*[Signature page follows.]*

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

**REDWOOD COUNTY**

**VOYANT/INTELIQUENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

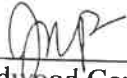
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Redwood County Attorney

Date: 03.18.2022

# 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:

3605 Arneboon Lane N  
Suite 155  
Phillyn, WI 55441  
US



### Service Addendum to the Master Services Agreement

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

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

#### 1. Term.

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

#### 2. Termination

a. Customer may terminate Service(s) associated with this Service Addendum and/or Service(s) associated with this Addendum specified on any corresponding Service Order(s) for convenience at any time upon ninety (90) days prior written notice to Voyant. If Customer terminates this Addendum for convenience prior to the end of the Term, or if Customer fails to comply with its payment obligation as specified in Section 3 of the Agreement or if Customer otherwise breaches the Agreement for this Addendum, Customer shall pay Voyant a termination charge equal to (i) all promotional credits provided to the Customer and all installation charges, all construction costs or other "make ready" charges or costs which have been incurred by Voyant in directly providing Customer with service, plus (ii) one hundred percent (100%) of all monthly charges for the services incurred in the most recent billing period multiplied by the number of months remaining in the Term.

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

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

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

Voyant Communications, LLC

Redwood County

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Created Date 5/7/2022

Quote Number 00159353

Prepared By Ken Bickel  
Phone +1-662-236-4826  
Email ken.bickel@voyant.com

Service Location Redwood County-Courthouse  
Name

Voyant Communications, LLC proprietary and confidential

3005 Annapolis Lane N  
 Suite 126  
 Plymouth, MN 55441  
 US



Service Location: 250 S JEFFERSON  
 Rochester Falls, MN 55283

Product	Current Quantity	New Quantity	New Total	Change	NRC
D/D Basic (20 Numbers)	13	13	\$45.50	\$0.00	\$0.00
Directory Listing - Basic	8	8	\$47.80	\$0.00	\$0.00
PRI TDM (qty 23)	1	0	\$0.00	-\$365.00	\$0.00
SIP Trunking - Managed Voice Gateway, single PRS	0	1	\$100.00	\$100.00	\$0.00
SIP Trunking - SIP Trunk	0	23	\$207.00	\$207.00	\$0.00

Monthly Recurring Charges		
	Current Total	\$450.10
	Change	-\$88.00
	New Total	\$400.10

Non-Recurring Charges (If Any)		
	Total NRC	\$0.00

Customer Initials: \_\_\_\_\_

Voyant Communications, LLC proprietary and confidential

## **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 date of completion.

## EXHIBIT C

### COMPENSATION

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



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

Consultant shall provide the County with certificates of insurance and original endorsements showing that the Consultant has each type of insurance coverage and limits required under this Agreement. All certificates and endorsements are to be received and approved by the County before work commences.



**Service Addendum to the Master Services Agreement**

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

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

**1. Term.**

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

**2. Termination**

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

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

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

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

Voyant Communications, LLC

Redwood County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Created Date 3/7/2022

Quote Number 00029353

Prepared By Ken Badois

Phone +1-952-230-4838

Email ken.badois@voyant.com

Service Location Redwood County-Courthouse  
Name

3905 Annapolis Lane N  
 Suite 195  
 Plymouth, MN 55441  
 US



Service Location 250 S JEFFERSON  
 Redwood Falls, MN 56283

Product	Current Quantity	New Quantity	New Total	Change	NRC
DID Block (20 Numbers)	13	13	\$45.50	\$0.00	\$0.00
Directory Listing - Basic	8	8	\$47.60	\$0.00	\$0.00
PRI TDM (qty 23)	1	0	\$0.00	-\$395.00	\$0.00
SIP Trunking - Managed Voice Gateway, single PRI	0	1	\$100.00	\$100.00	\$0.00
SIP Trunking - SIP Trunk	0	23	\$207.00	\$207.00	\$0.00

Monthly Recurring Charges

Current Total	\$488.10
Change	-\$88.00
New Total	\$400.10

Non-Recurring Charges (If Any)

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

Customer Initial \_\_\_\_\_



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	April 5th 2022	<b>Originating Dept.:</b>	Technology Dept.
<b>Preferred 2<sup>nd</sup> Date:</b>	NA		
<b>Discussion Item:</b>		<b>Presenter:</b>	Paul Parsons
Justice Center and LEC/Jail Camera System Purchase		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b>			
<input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Redwood County Board of Commissioners. Please review Board Action and provide approval to purchase camera system from Alpha Wireless Communications not to exceed \$153,000.00

**Background Information:**

Our LEC/Jail is in need of an updated camera system and our newly built Justice Center is going to need a new camera system installed. This system is compatible with our current camera system for Public Health and Government Center. So will be able to view all county cameras from dispatch and admin console. By combining systems we will be able to save some dollars and share the NVR/Recorder with both JC and LEC. Alpha Wireless quotes were approved by County IT, County Sheriff/Deputy Sheriff, and County Administrator.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

Vendor	Cost Seporate Projects	LEC Jail Camera Upgrade by itself	If we combine LEC/JC *NOTE
Alpha Wireless	\$59,991.96		\$41,592.73
ASE	\$30,699.90		
IPS	\$64,976.09		
Shield	\$54,686.00		
Alpha Wireless Jail Only	\$93,474.54	\$93,474.54	\$110,743.77
			\$152,336.50

\*If Alpha does both LEC/JC then we would use one NVR and that would be \$45769.23

**ALPHA** *Wireless*

*"People First, Customer First"*

Phone:

Email:

[donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web:

[www.alpha-wireless.com](http://www.alpha-wireless.com)

## **We have prepared a quote for you**

### **Justice Center - Recommended w/NVR**

Quote # 003745

Version 1

**Prepared for:**

**Redwood County**

Paul Parsons

[paul\\_p@co.redwood.mn.us](mailto:paul_p@co.redwood.mn.us)

## Products

\* Contains Optional Items

Description	Price	Qty	Ext. Price
<b>Avigilon NVR4X Standard 48TB 2U Rack Mnt; Windows 10; 5 year factory warranty.</b>	\$18,399.23	1	\$18,399.23
<b>ACC 7 Enterprise camera channel</b>	\$227.54	32	\$7,281.28
<b>Avigilon 2x 3MP H5A Dual Head Camera. Outdoor camera with built-in IR, Analytics, 5 year factory warranty.</b>	\$1,058.46	2	\$2,116.92
<b>Avigilon 5.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3.1-8.4mm f/1.6; Integrated IR, 5 year factory warranty.</b>	\$476.18	17	\$8,095.06
<b>Avigilon 5.0 MP; WDR; LightCatcher; Day/Night; Indoor/Outdoor Bullet Camera; 3.1-8.4mm f/1.6; Integrated IR, 5 year factory warranty.</b>	\$536.21	4	\$2,144.84
<b>Junction box for the H5A Bullet; H4A HD Bullet; H4SL HD Bullet; or H4 Thermal cameras.</b>	\$72.03	4	\$288.12
<b>Avigilon H5A; Corner; CRS; 5.0 MP WDR; 3-9mm; IR, Analytics, 5 year factory warranty.</b>	\$1,280.49	5	\$6,402.45
<b>Avigilon 8.0 MP; H5A Fisheye Dome Camera; LightCatcher; Day/Night; WDR; 1.41mm f/2.0; Next-Generation Analytics; Integrated IR, 5 year factory warranty.</b>	\$608.08	2	\$1,216.16
<b>Multi Imagers - Corner Mount</b>	<b>\$2,468.95</b>	<b>2</b>	<b>\$4,937.90</b>
<b>Avigilon 3x 8 MP; WDR; LightCatcher; 4mm; Camera Only - provides 270 degree coverage, 3 year factory warranty.</b>		2	
<b>Outdoor pendant mount adapter; must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.</b>		2	
<b>Pedant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.</b>		2	
<b>Corner mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.</b>		2	
<b>Outdoor Dome Cover for H4 Multisensor</b>		2	
<b>Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.</b>		2	

Phone:

Email: [donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web: [www.alpha-wireless.com](http://www.alpha-wireless.com)

Products

\* Contains Optional Items

Description	Price	Qty	Ext. Price
Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE		2	
Miscellaneous Parts	\$525.00	1	\$525.00
Installation/Setup/Configuration of NVR, 47 cameras, and train-the-trainer training.	\$8,585.00	1	\$8,585.00
<p>Client to provide Ethernet cabling throughout the Justice Center and from each camera location back to network closet(s).                      Train-the-trainer includes up to 3 hours of training.</p> <p>Mic/Audio for tunnels - mics (min of 2) would be attached to dual head cameras to enable listening/recording of audio.</p> <p>We will need a power source for each dual head camera to power the Microphones 18/2 wire from an outlet to the camera ( this can be up to 1000ft away ) We will add 12v converter from the power source ( outlet ) to the camera.</p>			
Optional Mic/Audio for tunnels (need a minimum of 2)	\$400.00	2*	\$800.00
* Optional Subtotal:			\$800.00
Subtotal:			\$59,991.96



Phone:

Email: [donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web: [www.alpha-wireless.com](http://www.alpha-wireless.com)

## Justice Center - Recommended w/NVR



Prepared by:

**Mankato**

Donnie Rooney

800-967-1778

[donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Prepared for:

**Redwood County**

PO Box 47

Redwood Falls, MN 56283

Paul Parsons

(507) 637-4016

[paul\\_p@co.redwood.mn.us](mailto:paul_p@co.redwood.mn.us)

Quote Information:

**Quote #: 003745**

Version: 1

Delivery Date: 03/24/2022

Expiration Date: 04/15/2022

## Quote Summary

Description	Amount
Products	\$59,991.96
<b>Total:</b>	<b>\$59,991.96</b>

## \*Optional Expenses

Description	One-Time
Products	\$800.00
<b>Optional Subtotal:</b>	<b>\$800.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Mankato

Signature: *Donnie Rooney*  
Name: Donnie Rooney  
Title: Sales  
Date: 03/24/2022

### Redwood County

Signature: \_\_\_\_\_  
Name: Paul Parsons  
Date: \_\_\_\_\_

**ALPHA** *Wireless*

*"People First, Customer Driven"*

Phone:

Email:

[donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web:

[www.alpha-wireless.com](http://www.alpha-wireless.com)



## **We have prepared a quote for you**

### **Avigilon Camera System - Jail**

Quote # 002689

Version 1

**Prepared for:**

**Redwood County Sheriff**

Mark Farasyn

[mark\\_f@co.redwood.mn.us](mailto:mark_f@co.redwood.mn.us)

## Products

Description	Price	Qty	Ext. Price
<b>Avigilon NVR4X Premium 157TB 2U Rack Mnt; Windows Server 2016; 5 year factory warranty.</b>	\$45,769.23	1	\$45,769.23
<b>Avigilon ACC 7 Enterprise camera channel</b>	\$227.54	38	\$8,646.52
<b>Avigilon 12.0 MP; Fisheye In-ceiling Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics</b>	\$886.62	2	\$1,773.24
<b>Avigilon 12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR</b>	\$902.31	6	\$5,413.86
<b>Avigilon 5.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3.1-8.4mm f/1.6; Integrated IR</b>	\$476.46	3	\$1,429.38
<b>Avigilon 5.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.1-8.4mm f/1.6; Integrated IR</b>	\$536.21	6	\$3,217.26
<b>Avigilon 5.0 MP; WDR; LightCatcher; Day/Night; Indoor/Outdoor Bullet Camera; 3.1-8.4mm f/1.6; Integrated IR</b>	\$536.21	1	\$536.21
<b>Avigilon 3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome</b>	\$456.18	3	\$1,368.54
<b>Avigilon 3.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 2.8mm f/1.2; IR</b>	\$340.13	2	\$680.26
<b>Avigilon H5A Corner 5.0 MP WDR; 3-9mm;IR</b>	\$1,280.49	11	\$14,085.39
<b>Multi Imagers - Corner Mount</b>	<b>\$2,084.80</b>	<b>4</b>	<b>\$8,339.20</b>
<b>Avigilon 3x 8 MP; WDR; LightCatcher; 4mm; Camera Only</b>		4	
<b>Outdoor pendant mount adapter; must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.</b>		4	
<b>Pendant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.</b>		4	
<b>Corner mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.</b>		4	
<b>Outdoor Dome Cover for H4 Multisensor</b>		4	
<b>Remote Monitoring Workstation; 4 monitors;</b>	\$2,463.85	2	\$4,927.70
<b>Junction box for the H5A Bullet; H4A HD Bullet; H4SL HD Bullet; or H4 Thermal cameras.</b>	\$72.03	1	\$72.03

Phone:

Email: [donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web: [www.alpha-wireless.com](http://www.alpha-wireless.com)

## Products

Description	Price	Qty	Ext. Price
<b>In-Ceiling mount for H4M dome cameras</b>	\$24.01	2	\$48.02
<b>In-Ceiling Adapter for H5SL/H4SL Dome Cameras</b>	\$24.01	1	\$24.01
<b>SFP+ 10GBASE-SR Optical Transceiver (single) for NVR4X</b>	\$231.46	2	\$462.92
<b>Miscellaneous Parts</b>	\$750.00	1	\$750.00
<b>Installation of 38 new Avigilon cameras. Does not include necessary cabling needed (to be done by "Others").</b>	\$13,200.00	1	\$13,200.00
<p>Ethernet cabling installed and terminated by "Others"</p> <p>Fiber optic transceiver included (qty 2) - can be removed if not required.</p> <p>In-Ceiling fish eye does not have IR so if Client wishes to have IR then we will need to go with the other model and will not be "flush mounted" into the ceiling tile.</p> <p>Client to provide IP scheme for Camera network.</p> <p>Installation includes train-the-trainer training for up to 3 hours.</p> <p>157TB NVR would accommodate both the Jail and Justice Center cameras. Otherwise 96TB NVR would be used for Jail and would be \$28,500</p>			
<b>Subtotal:</b>			<b>\$110,743.77</b>

**ALPHA Wireless**

"People First. Customer Driven"

Phone:

Email: [donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web: [www.alpha-wireless.com](http://www.alpha-wireless.com)

## Avigilon Camera System - Jail



Prepared by:

**Mankato**

Donnie Rooney

800-967-1778

[donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Prepared for:

**Redwood County Sheriff**

303 East Third Street

PO Box 47

Redwood Falls, MN 56283

Mark Farasyn

(507) 637-4036

[mark\\_f@co.redwood.mn.us](mailto:mark_f@co.redwood.mn.us)

Quote Information:

**Quote #: 002689**

Version: 1

Delivery Date: 03/24/2022

Expiration Date: 04/15/2022

### Quote Summary

Description	Amount
Products	\$110,743.77
<b>Total:</b>	<b>\$110,743.77</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Mankato**

**Redwood County Sheriff**

Signature:

Name:

Donnie Rooney

Title:

Sales

Date:

03/24/2022

Signature:

Name:

Mark Farasyn

Date:



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4-5-22	<b>Originating Dept.:</b> Technology
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Paul Parsons
Agreement for Professional Services with Alpha Wireless	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve Professional Services Agreement with Alpha Wireless if quote is accepted for the camera system for Justice Center and LEC

**Background Information:**

[Empty text box for background information]

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty text box for administrators comments]

Reviewed by Administrator:  Yes  No

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

**REDWOOD COUNTY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of March, 2022 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 250 S Jefferson Street, Redwood, Minnesota 56283, and Alpha Wireless Communications (the “Consultant”), 1115 Cross St North Mankato MN 56003.

WHEREAS, the County is in need of JC, Jail, LEC Camera Project (the “Project”); and

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

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

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

**AGREEMENT**

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

2.2 **Personnel.** All work the Consultant is to perform shall be performed by competent and qualified personnel. Alpha Wireless Communications 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 \$ 153,000.00 (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:

Alpha Wireless Communications  
1115 Cross St.  
North Mankato MN 56003  
800-967-1778

5. AUTHORIZED REPRESENTATIVE.

Redwood County Technology Department 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 Technology  
403 South Mill Street  
Redwood Falls MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

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

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

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

7. INSURANCE AND INDEMNIFICATION.

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

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

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

8. RECORDS AND INFORMATION.

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

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

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

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

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

9. AUDIT.

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

10. NOTICE.

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

11. DISPUTES.

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

12. TERMINATION AND SUSPENSION.

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

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

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

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

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

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

13. SURVIVAL.

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

14. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

*[Signature page follows.]*

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

**REDWOOD COUNTY**

**ALPHA WIRELESS COMMUNICATIONS**

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:

As per quote; to combine quotes and eliminating NVR4X in the amount of \$18,399.23 and combine both JC and LEC with Jail quote under one NVR for 156T storage. Total cost for combined quotes \$152,336.50





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> April 5th 2022	<b>Originating Dept.:</b> Technology Dept.
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Paul Parsons
Door Access Control System for Justice Center	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Please review and approve quote to purchase a new door access control system for the Justice Center.

**Background Information:**

Door control system will need to be installed in the new Justice Center. Two quotes were obtained. One from IPS and one from ASE. IPS came in at \$92,220.93 and ASE came in at \$75,879.37. We have worked with ASE in the past and due to the cost difference the recommendation would be to chose ASE to move forward with the install of the Door Access control system for the Justice Center.

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 \*\***



Phone: 612-630-8100 Fax: 612-333-9039

212 Eleventh Avenue South, Minneapolis, MN 55415

# Quotation

DATE: March 21, 2022

TO: Paul Parsons

PROJECT: Redwood County courthouse Card access system

**Scope of work:**

ASE will install a card access system in the new courthouse that will be controlled by the existing Redwood County Kantech Entrapass server.

There will be 38 card reader doors with 4 of those doors with reader in and out for a total of 43 card readers that will include a Kantech XSF card reader, door contact, Request to exit motion detector and (supplied by others) electric door hardware.

10 Kantech KT400 control panels will control the 39 doors, lock and controller power supplies with battery back are included.

Card reader cable being installed is part of this quote.

All programming and training are included in this quotation.

Total installed cost.....\$75,879.37

Cards are not included in this quote, they can be if quantity is stated.

Installation will be done in a neat and professional manor by technicians licensed and insured. This quotation is valid for 30 days, and payment due on job completion by corporate check or ACH. Any alteration or deviation involving extra costs will be executed only on written orders and may result in additional charges. All agreements are contingent upon strikes, accidents, or delays beyond our control. This quote includes a 1-year limited warranty on labor. All equipment and/or parts are covered by the manufacturer warranty. Any removal of old cabling is not included.

We appreciate the opportunity to provide this quotation. If there are any questions, please call. Thank you for consulting Audio & Security Engineers.

Paul Johnson  
Audio & Security Engineers  
612 630 8100

Customer signature\_\_\_\_\_





**Integrated Protection Systems, Inc.**  
14200 Lincoln St NE Suite 100  
Ham Lake, MN 55304  
Tel. 763-250-9779  
accounting@ipssec.com

**QUOTE NO. 28839**

Paul Parsons  
Redwood County  
P.O. Box 130 303 E 3rd St  
Redwood Falls MN 56283

**Site:** Justice Center  
**Site Address:** 250 South Jefferson St  
Redwood Falls MN 56283  
**Salesperson:** John West  
**Created Date:** 01/24/2022  
**Valid Until:** 02/23/2022

### **Access Control Adds**

### **Scope of work:**

IPS to supply and install a additional doors to the existing access control system in conformance with all local and national codes. This will be a turnkey solution. Everything required for the proper installation and operation of the proposed devices is included. IPS to program all required software and mobile apps as needed.

### **Door Locations and Types:**

There are 39 new doors as outlined in the Door Hardware Sets.

### **Equipment List:**

11 x Kantech 4 door controllers  
06 x Panel power Supplies  
43 x Card/Fob readers  
49 x Rex devices  
49 x Door position switches  
39 x **Electronic locking devices Supplied by others** (Connections only)  
02 x Pack of 100 Kantech Fobs  
09 x Lock Power Power Supplies  
Wire  
Installation  
Installation Hardware  
Programming  
Customer training

### **Customer requirements:**

**OTHERS TO PROVIDE AND INSTALL ALL ELECTRIFIED LATCH RETRACTION AND ELECTRIFIED MORTISE LOCKS. IPS WILL PROVIDE AND INSTALL THE ELR-151 POWER SUPPLIES FOR THE ELECTRIC LATCH RETRACTION EXIT DEVICES. IPS WILL PROVIDE AND INSTALL POWER SUPPLIES TO POWER THE BEST 45W SERIES ELECTRIFIED MORTISE LOCKS. THIS POWER SUPPLY IS NOT SPECIFIED IN THE HARDWARE SETS.**

#1, Customer is required to provide AC power outlets in those areas as defined during the site walk, or where control / head-end equipment is required.

#2, Customer to provide a lift if required for the installation of the system components proposed above. If a lift "rental" is



**Integrated Protection Systems, Inc.**  
 14200 Lincoln St NE Suite 100  
 Ham Lake, MN 55304  
 Tel. 763-250-9779  
 accounting@ipssec.com

**QUOTE NO. 28839**

required, IPS can coordinate the delivery and pick of said lift if requested by the customer. IPS charges a set 15% over lift charges for this service. (all IPS field employees are certified, and have lift certification cards for your records)

#3, All material is guaranteed to be as specified. All work is to be done in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchase agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date

**Warranty:** IPS provides a 1 year warranty on all products installed and provided by IPS. IPS also provides a 90 day warranty for all labor associated with the installation of the IPS supplies products and wire. IPS will provide a service agreement option for the proposed system.

<b>Sub-Total ex Tax</b>	<b>\$92,220.93</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Total inc Tax</b>	<b>\$92,220.93</b>

Thank you for the opportunity to quote this project. To accept this quote, please sign and date below and return to salesperson.

<b>Sub-Total ex Tax</b>	<b>\$92,220.93</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Total inc Tax</b>	<b>\$92,220.93</b>

Customer Acceptance Signature \_\_\_\_\_

Date \_\_\_\_\_



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4-5-22	<b>Originating Dept.:</b> Technology
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Paul Parsons
Agreement for Professional Services with Audio & Security Engineers	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve Professional Services Agreement with Audio & Security Engineers if quote is accepted for the door access project in the Justice Center

**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 29th day of March, 2022 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 250 S Jefferson Street, Redwood, Minnesota 56283, Audio & Security Engineers (the “Consultant”), 212 Eleventh Ave South, Minneapolis MN 55415.

WHEREAS, the County is in need of Door Access Project Justice Center (the “Project”); and

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

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

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

**AGREEMENT**

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

2.2 **Personnel.** All work the Consultant is to perform shall be performed by competent and qualified personnel. Audio & Security Engineers 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 \$ 75,879.37 (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:

Audio & Security Engineers  
212 Eleventh Ave South  
Minneapolis MN 55415

5. AUTHORIZED REPRESENTATIVE.

Redwood County Technology 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 Technology  
403 South Mill Street  
Redwood Falls MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

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

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

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

## 7. INSURANCE AND INDEMNIFICATION.

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

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

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

## 8. RECORDS AND INFORMATION.

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

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

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

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

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

9. AUDIT.

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

10. NOTICE.

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

11. DISPUTES.

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

12. TERMINATION AND SUSPENSION.

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

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

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

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

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

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

13. SURVIVAL.

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

14. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

*[Signature page follows.]*

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

**REDWOOD COUNTY**

**AUDIO & SECURITY ENGINEERS**

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:





Phone: 612-630-8100 Fax: 612-333-9039

212 Eleventh Avenue South, Minneapolis, MN 55415

## Quotation

DATE: March 21, 2022

TO: Paul Parsons

PROJECT: Redwood County courthouse Card access system

**Scope of work:**

ASE will install a card access system in the new courthouse that will be controlled by the existing Redwood County Kantech Entrapass server.

There will be 38 card reader doors with 4 of those doors with reader in and out for a total of 43 card readers that will include a Kantech XSF card reader, door contact, Request to exit motion detector and (supplied by others) electric door hardware.

10 Kantech KT400 control panels will control the 39 doors, lock and controller power supplies with battery back are included.

Card reader cable being installed is part of this quote.

All programming and training are included in this quotation.

Total installed cost.....\$75,879.37

Cards are not included in this quote, they can be if quantity is stated.

Installation will be done in a neat and professional manner by technicians licensed and insured. This quotation is valid for 30 days, and payment due on job completion by corporate check or ACH. Any alteration or deviation involving extra costs will be executed only on written orders and may result in additional charges. All agreements are contingent upon strikes, accidents, or delays beyond our control. This quote includes a 1-year limited warranty on labor. All equipment and/or parts are covered by the manufacturer warranty. Any removal of old cabling is not included.

We appreciate the opportunity to provide this quotation. If there are any questions, please call. Thank you for consulting Audio & Security Engineers.

Paul Johnson  
Audio & Security Engineers  
612 630 8100

Customer signature\_\_\_\_\_

**KENDELL**

*Solutions for Opening & Specialty Applications*

Job No. 20070

Date Submitted 2/8/2021

Date Revised 3/17/2022 **mf**

**APPROVED**

**As Built**

## FINISH HARDWARE SCHEDULE

### PROJECT

Redwood Justice Center

250 W. 3rd St.

Redwood Falls, MN 56283

### CONTRACTOR

Contegrity Group

101 First Street S.E.

Little Falls, MN 56345

### ARCHITECT

Wold Architects

332 Minnesota Street

Suite W2000

St Paul, MN 55101

(651) 227-7773

### PROJECT MANAGER

Craig Baumgard

[cbaumgard@kendell.com](mailto:cbaumgard@kendell.com)

Scheduled by:

Brad Gisch

1703 North Riverfront Drive

Mankato, MN 56001

Phone: 507.388.5629

## Project Keying Legend

Project ID: 20070                      Redwood Justice Center  
Job Number:

Door ID	Opening Location	HW Set ID	Hand	Keying	Lock Information (Mfr \ Part Desc)
A001	Circ from Storage	22.3	LHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure Core BE \ 1C71 (1C71)      Core
A004	Mech Rm to Storage	19.2	RH	A4	BE \ 1C71 (1C71)      Core BE \ 45H7D 14H Less Core (45H7D)      Storeroom
A004A	Mech Rm to Storage	18.2	LH	A4	BE \ 1C71 (1C71)      Core BE \ 45H7D 14H Less Core (45H7D)      Storeroom
A005	Stair from Mech Rm	27	LHR	A3 Inside A3 OutSide	BE \ 45HW7WEU 14H Less Core (45HW7WEU)      Electric Lock Fail Secure, Dtl Cylinder BE \ 45HW7WEU 14H Less Core (45HW7WEU)      Electric Lock Fail Secure, Dtl Cylinder
A009	Corridor from Elec.	22.6	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure Core BE \ 1C71 (1C71)      Core
A010	Mech Rm from Data	26.2	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure Core
B002	Circ to Equipment	19.1	RH	A4	BE \ 1C71 (1C71)      Core BE \ 45H7D 14H Less Core (45H7D)      Storeroom
A100A	Exterior from Vestibule	01	LHR	A3 NO KEYING	BE \ 12E-72 S2 RP (12E-72)      Rim Cylinder PR \ ELR151 (ELR151)      Power Supply
A101A	Exterior from Vestibule	02	RHR	NO KEYING	PR \ ELR151 (ELR151)      Power Supply
A101B	Vestibule from Lobby	03	LHR	NO KEYING	PR \ ELR151 (ELR151)      Power Supply
A105	Corridor to Office	16	RH	A5	BE \ 45H7R 14H Less Core (45H7R)      Classroom BE \ 1C71 (1C71)      Core
A106	Lobby from Court Admin	26.1	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure Core
A107	Corridor to Evidence	20	RH	CT2	BE \ 1C71 (1C71)      Core BE \ 45H7D 14H Less Core (45H7D)      Storeroom
A108	Corridor to DC Office	16	RH	A6	BE \ 45H7R 14H Less Core (45H7R)      Classroom BE \ 1C71 (1C71)      Core
A109	Corridor to DC Office	16	LH	A6	BE \ 45H7R 14H Less Core (45H7R)      Classroom BE \ 1C71 (1C71)      Core
A110	Court Admin to Secure Circ	22.1	RH	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure Core BE \ 1C71 (1C71)      Core
A111B	Exterior from Exit Stair	04	LHR	A3 NO KEYING	BE \ 12E-72 S2 RP (12E-72)      Rim Cylinder PR \ ELR151 (ELR151)      Power Supply
A113	Secure Circ to Toilet	13	LH	A7	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H VIT Less Core (45H7T)      Dormitory
A114	Corridor to Toilet	13	LH	A7	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H VIT Less Core (45H7T)      Dormitory

## Project Keying Legend

Project ID: 20070                      Redwood Justice Center  
Job Number:

DoorID	Opening Location	HWSet ID	Hand	Keying	Lock Information (Mfr \ Part Desc)
A115	Corridor to Law Library	22.4	LH	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A116	Corridor to Toilet	13	LH	A7	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H VIT Less Core (45H7T)      Dormitory
A117	Corridor to Toilet	13	RH	A7	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H VIT Less Core (45H7T)      Dormitory
A119	Corridor from Stair	26.1	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure
A120	Corridor from Secure Circ	22.2	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A121	Lobby from Conf. B1	24.2	LHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure
A122A	Lobby from B Entry	28.2	LHR	A3 NO KEYING	BE \ 12E-72 S2 RP (12E-72)      Rim Cylinder PR \ ELR151 (ELR151)      Power Supply
A123	Lobby from Conf. B2	24.2	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure
A124A	Secure Circ from Courtroom B	23	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A126	Circ to Security Office	22.4	RH	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A127A	Circ from Selly Port	22.5	LHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A128	Security to Conf.	21	RH	A8 Inside OutSide	BE \ 1C71 (1C71)      Core BE \ 1C71 (1C71)      Core BE \ 45H7W 14H Less Core (45H7W)      Storeroom Dbl Cylinder BE \ 45H7W 14H Less Core (45H7W)      Storeroom Dbl Cylinder
A131	Secure Circ from Evidence	26.1	LHR	CT1	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure
A132	Secure Circ from AV	26.1	LHR	A2	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure
A135	Security to Interview	21	LH	A8 Inside OutSide	BE \ 1C71 (1C71)      Core BE \ 1C71 (1C71)      Core BE \ 45H7W 14H Less Core (45H7W)      Storeroom Dbl Cylinder BE \ 45H7W 14H Less Core (45H7W)      Storeroom Dbl Cylinder
A137	Circ from Cust.	19.1	RHR	A	BE \ 1C71 (1C71)      Core BE \ 45H7D 14H Less Core (45H7D)      Storeroom
A138	Circ from Conf. A1	25	LHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure
A139A	Circ from A Entry	29	RHR	A3 NO KEYING	BE \ 12E-72 S2 RP (12E-72)      Rim Cylinder PR \ ELR151 (ELR151)      Power Supply

## Project Keying Legend

Project ID: 20070                      Redwood Justice Center  
Job Number:

Door ID	Opening Location	HW Set ID	Hand	Keying	Lock Information (Mfr \ Part Desc)
A140	Circ from Conf. A2	25	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure
A141A	Secure Circ from Courtroom A	23	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A141B	Secure Circ from Courtroom A	23	RHR	A3	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A142A	Exterior from Vestibule	04	RHR	A3 NO KEYING	BE \ 12E-72 S2 RP (12E-72)      Rim Cylinder PR \ ELR151 (ELR151)      Power Supply
A143	Circ from Jury Assembly	26.1	LHR	???	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure
A144	Circ to Kitchenette	24.1	LH	A8	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A145	Kitchenette to Toilet	13	RH	A7	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H VIT Less Core (45H7T)      Dormitory
A146	Kitchenette to Toilet	13	LH	A7	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H VIT Less Core (45H7T)      Dormitory
A147	Kitchenette to Jury Room	17	LH	A9	BE \ 45H7R 14H Less Core (45H7R)      Classroom BE \ 1C71 (1C71)      Core
A149	Open Office to Clerk	14	LH	A10	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H Less Core (45H7T)      Dormitory
A150	Open Office to Reporter	14	RH	A11	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H Less Core (45H7T)      Dormitory
A151	Open Office to Judge's Chamber	15	LH	A12	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H Less Core (45H7T)      Dormitory
A152	Open Office to Visiting Judge	15	RH	A13	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H Less Core (45H7T)      Dormitory
A152A	Secure Circ to Toilet	13	LH	A7	BE \ 1C71 (1C71)      Core BE \ 45H7T 14H VIT Less Core (45H7T)      Dormitory
A153A	Circ from Circ	28.1	RHR	A3 NO KEYING	BE \ 12E-72 S2 RP (12E-72)      Rim Cylinder PR \ ELR151 (ELR151)      Power Supply
A153B	Circ from Secure Circ	22.1	RHR	A1	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
A154	Secure Circ from Secure Circ	22.1	RHR	A1	BE \ 45HW7DEU 14H Less Core (45HW7DEU)      Electric Lock Fail Secure BE \ 1C71 (1C71)      Core
B102B	Exterior from Garage	08	RHR	A14	BE \ 1C71 (1C71)      Core BE \ 45H7D 14H Less Core (45H7D)      Storeroom

## Project Keying Legend

Project ID: 20070                      Redwood Justice Center  
Job Number:

Door ID	Opening Location	HW Set ID	Hand	Keying	Lock Information (Mfr \ Part Desc)
A201	Lobby to Toilet	13	LH	A7	BE \ 1C71 (1C71)                      Core BE \ 45H7T 14H VIT Less                      Dormitory Core (45H7T)
A202A	Waiting from Circ	22.1	RHR	A3	BE \ 45HW7DEU 14H Less                      Electric Lock Fail Secure Core (45HW7DEU) BE \ 1C71 (1C71)                      Core
A202B	Waiting to Conf.	22.1	LH	A3	BE \ 45HW7DEU 14H Less                      Electric Lock Fail Secure Core (45HW7DEU) BE \ 1C71 (1C71)                      Core
A203	Open Office from Conf.	22.1	RHR	A3	BE \ 45HW7DEU 14H Less                      Electric Lock Fail Secure Core (45HW7DEU) BE \ 1C71 (1C71)                      Core
A205	Stair from Circ	28.3	LHR	A3 NO KEYING	BE \ 12E-72 S2 RP (12E-72)                      Rim Cylinder PR \ ELR151 (ELR151)                      Power Supply
A206	Open Office to Office	16	RH	A15	BE \ 45H7R 14H Less Core                      Classroom (45H7R) BE \ 1C71 (1C71)                      Core
A207	Open Office to Office	16	LH	A16	BE \ 45H7R 14H Less Core                      Classroom (45H7R) BE \ 1C71 (1C71)                      Core
A209	Circ to Office	16	LH	A17	BE \ 45H7R 14H Less Core                      Classroom (45H7R) BE \ 1C71 (1C71)                      Core
A210	Circ to Office	16	LH	A18	BE \ 45H7R 14H Less Core                      Classroom (45H7R) BE \ 1C71 (1C71)                      Core
A211	Circ to Office	16	LH	A19	BE \ 45H7R 14H Less Core                      Classroom (45H7R) BE \ 1C71 (1C71)                      Core
A212	Circ to Office	16	LH	A20	BE \ 45H7R 14H Less Core                      Classroom (45H7R) BE \ 1C71 (1C71)                      Core
A215	Circ to Toilet	13	RH	A7	BE \ 1C71 (1C71)                      Core BE \ 45H7T 14H VIT Less                      Dormitory Core (45H7T)
A216	Lobby to Mothers Rm	13	LH	A21	BE \ 1C71 (1C71)                      Core BE \ 45H7T 14H VIT Less                      Dormitory Core (45H7T)
A217	Circ to BCA	16	LH	A22	BE \ 45H7R 14H Less Core                      Classroom (45H7R) BE \ 1C71 (1C71)                      Core
A218	Lobby to Cust.	18.1	LH	A	BE \ 1C71 (1C71)                      Core BE \ 45H7D 14H Less Core                      Storeroom (45H7D)
A219	Lobby from Unoccupied Office	22.1	LHR	A3	BE \ 45HW7DEU 14H Less                      Electric Lock Fail Secure Core (45HW7DEU) BE \ 1C71 (1C71)                      Core

## DOOR INDEX

Project ID: 20070

Redwood Justice Center

<u>Door Number</u>	<u>Arch Mark</u>	<u>Item Number</u>	<u>Heading #</u>	<u>Keying</u>	<u>Hand</u>
A001	A001	59	22.3	A3	LHR
A004	A004	47	19.2	A4	RH
A004A	A004A	44	18.2	A4	LH
A005	A005	80	27	A3 A3	LHR
A008	A008	85	30		LHR/LHR
A009	A009	63	22.6	A3	RHR
A010	A010	79	26.2	A3	RHR
B002	B002	45	19.1	A4	RH
A100A	A100A	1	01	A3 NOKEYNG	LHR
A100B	A100B	7	06		LHR
A101A	A101A	2	02	NOKEYNG	RHR
A101B	A101B	3	03	NOKEYNG	LHR
A104	A104	9	09		LHR
A105	A105	32	16	A5	RH
A106	A106	74	26.1	A3	RHR
A107	A107	48	20	CT2	RH
A108	A108	33	16	A6	RH
A109	A109	34	16	A6	LH
A110	A110	51	22.1	A3	RH
A111A	A111A	14	11.2		LHR
A111B	A111B	4	04	A3 NOKEYNG	LHR
A113	A113	18	13	A7	LH
A114	A114	19	13	A7	LH
A115	A115	60	22.4	A3	LH
A116	A116	20	13	A7	LH
A117	A117	21	13	A7	RH
A119	A119	75	26.1	A3	RHR
A120	A120	58	22.2	A3	RHR
A121	A121	68	24.2	A3	LHR
A121L	A121L				NH
A122A	A122A	82	28.2	A3 NOKEYNG	LHR
A122B	A122B	16	12		LHR
A123	A123	69	24.2	A3	RHR
A123L	A123L				NH
A124A	A124A	64	23	A3	RHR
A124C	A124C	70	24.3		RHR
A126	A126	61	22.4	A3	RH
A126L	A126L				NH

## DOOR INDEX

Project ID: 20070

Redwood Justice Center

<u>Door Number</u>	<u>Arch Mark</u>	<u>Item Number</u>	<u>Heading #</u>	<u>Keying</u>	<u>Hand</u>
A127A	A127A	62	22.5	A3	LHR
A127B	A127B	86	DH-1		LHR
A128	A128	50	21	A8 A8	RH
A129	A129	92	DH-3		RHR
A130	A130	93	DH-3		RHR
A131	A131	76	26.1	CT1	LHR
A132	A132	77	26.1	A2	LHR
A134A	A134A	87	DH-1		LHR
A134B	A134B	91	DH-2		LHR
A134C	A134C	90	DH-2		LHR
A135	A135	49	21	A8 A8	LH
A136	A136	10	10		RH
A136L	A136L				NH
A137	A137	46	19.1	A	RHR
A138	A138	72	25	A3	LHR
A138L	A138L				NH
A139A	A139A	84	29	A3 NOKEYNG	RHR
A139B	A139B	17	12		RHR
A140	A140	73	25	A3	RHR
A140L	A140L				NH
A140M	A140M				NH
A141A	A141A	65	23	A3	RHR
A141B	A141B	66	23	A3	RHR
A141C	A141C	15	11.3		RHR
A141E	A141E	71	24.3		RHR
A142A	A142A	5	04	A3 NOKEYNG	RHR
A142B	A142B	6	05		RHR
A143	A143	78	26.1	???	LHR
A144	A144	67	24.1	A9	LH
A145	A145	22	13	A7	RH
A146	A146	23	13	A7	LH
A147	A147	42	17	A9	LH
A148	A148	11	11.1		LH
A149	A149	26	14	A10	LH
A150	A150	29	14	A11	RH
A151	A151	30	15	A12	LH
A152	A152	31	15	A13	RH
A152A	A152A	24	13	A7	LH



## DOOR INDEX

Project ID: 20070

Redwood Justice Center

<u>Door Number</u>	<u>Arch Mark</u>	<u>Item Number</u>	<u>Heading #</u>	<u>Keying</u>	<u>Hand</u>
A153A	A153A	81	26.1	A3 NOKEYING	RHR
A153B	A153B	52	22.1	A1	RHR
A154	A154	53	22.1	A1	RHR
B100B	B100B	88	DH-1		LHR
B102B	B102B	8	08	A14	RHR
B103	B103	89	DH-1		RHR
A200	A200	12	11.1		RHR
A201	A201	25	13	A7	LH
A202A	A202A	54	22.1	A3	RHR
A202B	A202B	55	22.1	A3	LH
A202L	A202L				NH
A203	A203	56	22.1	A3	RHR
A205	A205	83	26.3	NOKEYING A3	LHR
A206	A206	35	16	A15	RH
A207	A207	36	16	A16	LH
A209	A209	37	16	A17	LH
A210	A210	38	16	A18	LH
A211	A211	39	16	A19	LH
A212	A212	40	16	A20	LH
A213A	A213A	13	11.1		LH
A215	A215	26	13	A7	RH
A216	A216	27	13	A21	LH
A217	A217	41	16	A22	LH
A218	A218	43	16.1	A	LH
A219	A219	57	22.1	A3	LHR
Key	Key	94	key		

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 01

A3 NOKEYING	1	SGL	Door:A100A	Exterior from Vestibule	LHR	90°
			3'0" x 7'0" x 1 3/4" ALD/ALF			
1 EA			Continuous Hinge	651HDUL EPT 7"	US32D	(HC-7) Stanley Hinges
1 EA			Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA			Rim Exit Device	C ELR 2103 No Trim	630	(ED-4) Precision
1 EA			Rim Cylinder	12E-72 S2 RP	626	(CY-2) Best Locks
1 EA			Door Pull	118	US32D	(PP-1) Rockwood
1 EA			Overhead Stop	104S	US32D	(OH-4) Glynn-Johnson
1 EA			Door Operator	4642 REG	AL	(DO-1) LCN Closers
1 EA			Threshold	S205A x 36"		(TH-1) Reese Enterprises
1 EA			Rain Guard	R201A x 40"		(GA-1) Reese Enterprises
1 EA			Sweep	354C x 36"		(SW-1) Reese Enterprises
1 EA			Wiring Harness	WH-12P		(EA-1) Stanley Hinges
1 EA			Wiring Harness	WH-102P		(EA-4) Stanley Hinges
2 EA			Actuator	8310-856T		(EC-1) LCN Closers
1 EA			Power Supply	ELR151		(PS-2) Precision

CARD READER BY SECURITY SUPPLIER.  
One Actuator to Owner for Stock

GASKET BY ALUMINUM SUPPLIER.

FUNCTION: LATCHBOLT RETRACTED INSIDE BY EXIT DEVICE PUSH PAD AND OUTSIDE BY KEY IN CYLINDER. DOOR LOCKS WHEN KEY IS REMOVED AND DOOR IS CLOSED. PRESENTATION OF VALID CREDENTIAL MOMENTARILY UNLOCKS DOOR. ACCESS CONTROL SYSTEM CONTROLS MOMENTARY OR EXTENDED PERIODS OF LATCH RETRACTION. ACCESS CONTROL SYSTEM TO CONTROL OUTSIDE ACTUATOR.

### Heading #: 02

NOKEYING	1	SGL	Door:A101A	Exterior from Vestibule	RHR	90°
			3'0" x 7'0" x 1 3/4" ALD/ALF			
1 EA			Continuous Hinge	651HDUL EPT 7"	US32D	(HC-7) Stanley Hinges
1 EA			Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA			Rim Exit Device	C ELR 2101 No Trim	630	(ED-1) Precision
1 EA			Door Pull	118	US32D	(PP-1) Rockwood
1 EA			Overhead Stop	104S	US32D	(OH-4) Glynn-Johnson
1 EA			Door Operator	4642 REG	AL	(DO-1) LCN Closers
1 EA			Threshold	S205A x 36"		(TH-1) Reese Enterprises
1 EA			Rain Guard	R201A x 40"		(GA-1) Reese Enterprises
1 EA			Sweep	354C x 36"		(SW-1) Reese Enterprises
1 EA			Wiring Harness	WH-12P		(EA-1) Stanley Hinges
1 EA			Wiring Harness	WH-102P		(EA-4) Stanley Hinges
2 EA			Actuator	8310-856T		(EC-1) LCN Closers
1 EA			Power Supply	ELR151		(PS-2) Precision

GASKET BY ALUMINUM SUPPLIER.

One Actuator to Owner for Stock

FUNCTION: EXIT ONLY; LATCHBOLT RETRACTED INSIDE BY EXIT DEVICE PUSH PAD. INSIDE ACTUATOR ALWAYS ACTIVE TO MOMENTARILY RETRACT LATCH AND OPEN DOOR.

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 03

NOKEYING	1	SGL	Door: A101B	Vestibule from Lobby	LHR	90°
			3' 0" x 7' 0" x 1 3/4" ALD/ALF			
1 EA			Continuous Hinge	651HDUL EPT 7	US32D	(HC-7) Stanley Hinges
1 EA			Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA			Rim Exit Device	C ELR 2101 No Trim	630	(ED-1) Precision
1 EA			Overhead Stop	104S	US32D	(OH-4) Glynn-Johnson
1 EA			Door Operator	4642 REG	AL	(DO-1) LCN Closers
1 EA			Wiring Harness	WH-12P		(EA-1) Stanley Hinges
1 EA			Wiring Harness	WH-192P		(EA-4) Stanley Hinges
2 EA			Actuator	8310-856T		(EC-1) LCN Closers
1 EA			Power Supply	ELR151		(PS-2) Precision

GASKET BY ALUMINUM SUPPLIER.

One Actuator to Owner for Stock

FUNCTION: EXIT ONLY. LATCHBOLT RETRACTED INSIDE BY EXIT DEVICE PUSH PAD. INSIDE ACTUATOR ALWAYS ACTIVE TO MOMENTARILY RETRACT LATCH AND OPEN DOOR.

### Heading #: 04

A3 NOKEYING	1	SGL	Door: A111B	Exterior from Exit Stair	LHR	90°
A3 NOKEYING	1	SGL	Door: A142A	Exterior from Vestibule	RHR	90°
			3' 0" x 7' 0" x 1 3/4" ALD/ALF			
2 EA			Continuous Hinge	651HDUL EPT 7	US32D	(HC-7) Stanley Hinges
2 EA			Electric Power Transfer	EPT-12C		(PT-1) Precision
2 EA			Rim Exit Device	C ELR 2103 No Trim	630	(ED-4) Precision
2 EA			Rim Cylinder	12E-72 S2 RP	626	(CY-2) Best Locks
2 EA			Door Pull	118	US32D	(PP-1) Rockwood
2 EA			Overhead Stop	104S	US32D	(OH-4) Glynn-Johnson
2 EA			Drop Plate	281D	EN	(CL-1) Sargent
2 EA			Surface Closer	281 P10	EN	(CL-3) Sargent
2 EA			Threshold	S205A x 36"		(TH-1) Reese Enterprises
2 EA			Rain Guard	R201A x 40"		(GA-1) Reese Enterprises
2 EA			Sweep	354C x 36"		(SW-1) Reese Enterprises
2 EA			Wiring Harness	WH-12P		(EA-1) Stanley Hinges
2 EA			Wiring Harness	WH-192P		(EA-4) Stanley Hinges
2 EA			Power Supply	ELR151		(PS-2) Precision

CARD READER BY SECURITY SUPPLIER.

GASKET BY ALUMINUM SUPPLIER.

FUNCTION: LATCHBOLT RETRACTED INSIDE BY EXIT DEVICE PUSH PAD AND OUTSIDE BY KEY IN CYLINDER. DOOR LOCKS WHEN KEY IS REMOVED AND DOOR IS CLOSED. PRESENTATION OF VALID CREDENTIAL MOMENTARILY UNLOCKS DOOR. ACCESS CONTROL SYSTEM CONTROLS MOMENTARY OR EXTENDED PERIODS OF LATCH RETRACTION.

### Heading #: 05

1 EA	1	SGL	Door: A142B	Vestibule from Circ	RHR	90°
			3' 0" x 7' 0" x 1 3/4" ALD/ALF			
1 EA			Continuous Hinge	651HDUL 7	US32D	(HC-8) Stanley Hinges
1 EA			Door Pull	118	US32D	(PP-1) Rockwood
1 EA			Push Bar	47-PB 31" CTC	US32D	(PP-2) Rockwood
1 EA			Overhead Stop	104S	US32D	(OH-4) Glynn-Johnson
1 EA			Drop Plate	281D	EN	(CL-1) Sargent
1 EA			Surface Closer	281 P10	EN	(CL-3) Sargent

GASKET BY ALUMINUM SUPPLIER.



## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 11.1

	1	SGL	Door: A148	Secure Circ to Open Office	LH	90°
	1	SGL	Door: A200	Lobby from Waiting	RHR	180°
	1	SGL	Door: A213A	Circ to Break Rm	LH	90°
3'0" x 7'0" x 13/4" WDD/HMF						
9 EA		Hinge, Full Mortise	FBB178 4-1/2" x 4-1/2"		US26D	(HI-3) Stanley Hinges
3 EA		Door Pull	118		US32D	(PP-1) Rockwood
3 EA		Push Plate	70C-RKW		US32D	(PP-3) Rockwood
3 EA		Surface Closer	281 O		EN	(CL-2) Sargent
3 EA		Kick Plate	K1050 6" x 34" BEV CSK		US32D	(KP-1) Rockwood
3 EA		Wall Stop	408		US32D	(ST-1) Rockwood
9 EA		Silencer	608-RKW			(SI-1) Rockwood

### Heading #: 11.2

	1	SGL	Door: A111A	Ext. Stair from Secure Circ	LHR	60	90°
3'0" x 7'0" x 13/4" WDD/HMF							
3 EA		Hinge, Full Mortise	FBB178 4-1/2" x 4-1/2"		US26D	(HI-3) Stanley Hinges	
1 EA		Passage	4SH0N 14H		626	(LO-2) Best Locks	
1 EA		Surface Closer	281 O		EN	(CL-2) Sargent	
1 EA		Kick Plate	K1050 6" x 34" BEV CSK		US32D	(KP-1) Rockwood	
1 EA		Wall Stop	409		US32D	(ST-1) Rockwood	
1 EA		Gasketing	F-797B-17			(GA-8) Reese Enterprises	

### Heading #: 11.3

	1	SGL	Door: A141C	Circ from Courtroom A	RHR	60	90°
3'0" x 7'0" x 13/4" WDD/HMF							
3 EA		Hinge, Full Mortise	FBB178 4-1/2" x 4-1/2"		US26D	(HI-3) Stanley Hinges	
1 EA		Passage	4SH0N 14H		626	(LO-2) Best Locks	
1 EA		Surface Closer	281 P10		EN	(CL-3) Sargent	
1 EA		Kick Plate	K1050 6" x 34" BEV CSK		US32D	(KP-1) Rockwood	
1 EA		Wall Stop	408		US32D	(ST-1) Rockwood	
1 EA		Gasketing	F-797B-17			(GA-8) Reese Enterprises	

### Heading #: 12

	1	SGL	Door: A122B	B Entry from Courtroom B	LHR	60	90°
	1	SGL	Door: A139B	A Entry from Courtroom A	RHR	60	90°
3'2" x 9'0" x 13/4" WDD/HMF							
2 EA		Continuous Hinge	FM900 18" Out to 9"		638	(HC-3) Markor	
2 EA		Passage	4SH0N 14H		626	(LO-2) Best Locks	
2 EA		Surface Closer	281 O		EN	(CL-2) Sargent	
2 EA		Kick Plate	K1050 6" x 36" BEV CSK		US32D	(KP-2) Rockwood	
2 EA		Wall Stop	408		US32D	(ST-1) Rockwood	
2 EA		Threshold	S205A x 36"			(TH-2) Reese Enterprises	
2 EA		Gasketing	F-755A x 36"			(GA-4) Reese Enterprises	
			HEAD ONLY.				
4 EA		Gasketing	F-DS75A x 106"			(GA-6) Reese Enterprises	
			JAMBS ONLY.				
2 EA		Door Bottom	F-430A-46			(DB-2) Reese Enterprises	

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 13

A7	1	SGL	Door: A113	Secure Circ to Toilet	LH	90°
A7	1	SGL	Door: A114	Corridor to Toilet	LH	90°
A7	1	SGL	Door: A116	Corridor to Toilet	LH	90°
A7	1	SGL	Door: A117	Corridor to Toilet	RH	90°
A7	1	SGL	Door: A145	Kitchenette to Toilet	RH	90°
A7	1	SGL	Door: A146	Kitchenette to Toilet	LH	90°
A7	1	SGL	Door: A152A	Secure Circ to Toilet	LH	90°
A7	1	SGL	Door: A201	Lobby to Toilet	LH	90°
A7	1	SGL	Door: A215	Circ to Toilet	RH	90°
A21	1	SGL	Door: A216	Lobby to Mothers Rm	LH	90°

3' 0" x 7' 0" x 1 3/4" WDD/HMF

30 EA	Hinge, Full Mortise	FBB179 4-1/2" x 4-1/2"	US26D	(HI-3) Stanley Hinges
10 EA	Dormitory	45H7T 14H VIT Less Core	626	(LO-8) Best Locks
10 EA	Core	1C71	626	(CY-1) Best Locks
10 EA	Surface Closer	261 O	EN	(CL-2) Sargent
10 EA	Kick Plate	K1050 8" x 34" BEV CSK	US32D	(KP-1) Rockwood
10 EA	Wall Stop	409	US32D	(ST-1) Rockwood
10 EA	Gasketing	F- 797B-17		(GA-9) Reese Enterprises

### Heading #: 14

A10	1	SGL	Door: A149	Open Office to Clerk	LH	90°
A11	1	SGL	Door: A150	Open Office to Reporter	RH	90°

3' 0" x 7' 0" x 1 3/4" WDD/HMF

6 EA	Hinge, Full Mortise	FBB179 4-1/2" x 4-1/2"	US26D	(HI-3) Stanley Hinges
2 EA	Dormitory	45H7T 14H Less Core	626	(LO-8) Best Locks
2 EA	Core	1C71	626	(CY-1) Best Locks
2 EA	Wall Stop	409	US32D	(ST-1) Rockwood
6 EA	Silencer	606-RKW		(SI-1) Rockwood

### Heading #: 15

A12	1	SGL	Door: A151	Open Office to Judge's Chamber	LH	90°
A13	1	SGL	Door: A152	Open Office to Visiting Judge	RH	90°

3' 0" x 7' 0" x 1 3/4" WDD/HMF

6 EA	Hinge, Full Mortise	FBB179 4-1/2" x 4-1/2"	US26D	(HI-3) Stanley Hinges
2 EA	Dormitory	45H7T 14H Less Core	626	(LO-8) Best Locks
2 EA	Core	1C71	626	(CY-1) Best Locks
2 EA	Wall Stop	409	US32D	(ST-1) Rockwood
2 EA	Gasketing	F-DS75A x 36" x 64"		(GA-10) Reese Enterprises
2 EA	Door Bottom	F-430A-36		(DB-1) Reese Enterprises

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 16

A5	1	SGL	Door: A105	Corridor to Office	RH	90°
A6	1	SGL	Door: A106	Corridor to DC Office	RH	90°
A6	1	SGL	Door: A109	Corridor to DC Office	LH	90°
A15	1	SGL	Door: A206	Open Office to Office	RH	90°
A16	1	SGL	Door: A207	Open Office to Office	LH	90°
A17	1	SGL	Door: A209	Circle to Office	LH	90°
A18	1	SGL	Door: A210	Circle to Office	LH	90°
A19	1	SGL	Door: A211	Circle to Office	LH	90°
A20	1	SGL	Door: A212	Circle to Office	LH	90°
A22	1	SGL	Door: A217	Circle to BCA	LH	90°

3' 0" x 7' 0" x 1 3/4" WDD/HMF

30 EA	Hinge, Full Mortise	FBB179 4-1/2" x 4-1/2"	US28D	(HI-3) Stanley Hinges
10 EA	Classroom	45H7R 14H Less Core	626	(LO-3) Best Locks
10 EA	Core	1C71	626	(CY-1) Best Locks
10 EA	Wall Stop	409	US32D	(ST-1) Rockwood
30 EA	Silencer	609-RKW		(SI-1) Rockwood

### Heading #: 17

A9	1	SGL	Door: A147	Kitchenette to Jury Room	LH	180°
----	---	-----	------------	--------------------------	----	------

3' 0" x 7' 0" x 1 3/4" WDD/HMF

3 EA	Hinge, Full Mortise	FBB179 4-1/2" x 4-1/2"	US28D	(HI-3) Stanley Hinges
1 EA	Classroom	45H7R 14H Less Core	626	(LO-3) Best Locks
1 EA	Core	1C71	626	(CY-1) Best Locks
1 EA	Surface Closer	281 P10	EN	(CL-3) Sargent
1 EA	Kick Plate	K1050 8" x 34" BEV CSK	US32D	(KP-1) Rockwood
1 EA	Door Stop & Holder	490	US28D	(ST-2) Rockwood
1 EA	Threshold	S205A x 36"		(TH-1) Reese Enterprises
1 EA	Gasketing	F-755A x 36"		(GA-3) Reese Enterprises
		HEAD ONLY.		
2 EA	Gasketing	F-DS75A x 84"		(GA-7) Reese Enterprises
		JAMBS ONLY.		
1 EA	Door Bottom	F-430A-36		(DB-1) Reese Enterprises

### Heading #: 18.1

A	1	SGL	Door: A218	Lobby to Cust.	LH	90°
---	---	-----	------------	----------------	----	-----

3' 0" x 7' 0" x 1 3/4" WDD/HMF

3 EA	Hinge, Full Mortise	FBB179 4-1/2" x 4-1/2"	US28D	(HI-3) Stanley Hinges
1 EA	Storeroom	45H7D 14H Less Core	626	(LO-4) Best Locks
1 EA	Core	1C71	626	(CY-1) Best Locks
1 EA	Wall Stop	409	US32D	(ST-1) Rockwood
3 EA	Silencer	609-RKW		(SI-1) Rockwood

### Heading #: 18.2

A4	1	SGL	Door: A004A	Mech Rm to Storage	LH	60° 90°
----	---	-----	-------------	--------------------	----	---------

3' 0" x 7' 0" x 1 3/4" HMD/HMF

3 EA	Hinge, Full Mortise	FBB179 4-1/2" x 4-1/2"	US28D	(HI-3) Stanley Hinges
1 EA	Storeroom	45H7D 14H Less Core	626	(LO-4) Best Locks
1 EA	Core	1C71	626	(CY-1) Best Locks
1 EA	Surface Closer	281 O	EN	(CL-2) Sargent
1 EA	Wall Stop	409	US32D	(ST-1) Rockwood
1 EA	Gasketing	F-797B-17		(GA-8) Reese Enterprises

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

<b>Heading #: 19.1</b>						
A4	1	SGL	Door: B002	Circ to Equipment	RH	90°
			3' 0" x 7' 0" x 1 3/4" HMD/HMF			
A	1	SGL	Door: A137	Circ from Cust.	RHR	90°
			3' 0" x 7' 0" x 1 3/4" WDD/HMF			
6 EA	Hinge, Full Mortise	FBB179NRP	4-1/2" x 4-1/2"	US26D	(HI-4) Stanley Hinges	
2 EA	Storeroom	45H7D	14H Less Core	626	(LO-4) Best Locks	
2 EA	Core	1C71		626	(CY-1) Best Locks	
2 EA	Surface Overhead Holder/Stop	9-336		630	(OH-2) Rabeon	
6 EA	Silencer	608-RKW			(SI-1) Rockwood	
<b>Heading #: 19.2</b>						
A4	1	SGL	Door: A004	Mech Rm to Storage	RH	60 90°
			4' 0" x 7' 0" x 1 3/4" HMD/HMF			
1 EA	Continuous Hinge	FMS00	79	630	(HC-1) Marker	
1 EA	Storeroom	45H7D	14H Less Core	626	(LO-4) Best Locks	
1 EA	Core	1C71		626	(CY-1) Best Locks	
1 EA	Surface Overhead Holder/Stop	9-536		630	(OH-3) Rabeon	
1 EA	Surface Closer	281 O		EN	(CL-2) Sargent	
1 EA	Geolocking	F-797B-19			(GA-11) Reese Enterprises	
<b>Heading #: 20</b>						
CT2	1	SGL	Door: A107	Corridor to Evidence	RH	90°
			3' 0" x 7' 0" x 1 3/4" WDD/HMF			
3 EA	Hinge, Full Mortise	FBB179	4-1/2" x 4-1/2"	US26D	(HI-3) Stanley Hinges	
1 EA	Storeroom	45H7D	14H Less Core	626	(LO-4) Best Locks	
1 EA	Core	1C71		626	(CY-1) Best Locks	
1 EA	Surface Closer	281 O		EN	(CL-2) Sargent	
1 EA	Kick Plate	K1090	8" x 34" BEV CSK	US32D	(KP-1) Rockwood	
1 EA	Wall Stop	408		US32D	(ST-1) Rockwood	
3 EA	Silencer	608-RKW			(SI-1) Rockwood	
<b>Heading #: 21</b>						
A8	1	SGL	Door: A135	Security to Interview	LH	90°
A8			3' 0" x 7' 0" x 1 3/4" HMD/HMF			
A8	1	SGL	Door: A128	Security to Conf.	RH	90°
A8			3' 0" x 7' 0" x 1 3/4" WDD/HMF			
6 EA	Hinge, Full Mortise	FBB179	4-1/2" x 4-1/2"	US26D	(HI-3) Stanley Hinges	
2 EA	Storeroom Dbl Cylinder	45H7W	14H Less Core	626	(LO-5) Best Locks	
4 EA	Core	1C71		626	(CY-1) Best Locks	
2 EA	Wall Stop	408		US32D	(ST-1) Rockwood	
6 EA	Silencer	608-RKW			(SI-1) Rockwood	



## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 22.1

A3	1	SGL	Door:A110	Court Admin to Secure Circ	RH	90°
A1	1	SGL	Door:A153B	Circ from Secure Circ	RHR	90°
A1	1	SGL	Door:A154	Secure Circ from Secure Circ	RHR	90°
A3	1	SGL	Door:A202A	Waiting from Circ	RHR	90°
A3	1	SGL	Door:A202B	Waiting to Conf.	LH	90°
A3	1	SGL	Door:A203	Open Office from Conf.	RHR	90°
A3	1	SGL	Door:A219	Lobby from Unoccupied Office	LHR	180°

3' 0" x 7' 0" x 1 3/4" WDD/HMF

21 EA	Hinge, Full Mortise	FBB179NRP 4-1/2" x 4-1/2"	US26D	(HI-4) Stanley Hinges
7 EA	Electric Power Transfer	EPT-12C		(PT-1) Precision
7 EA	Electric Lock Fail Secure	4SHW7DEU 14H Less Core	626	(LO-6) Best Locks
7 EA	Core	1C71	626	(CY-1) Best Locks
7 EA	Surface Closer	281 P10	EN	(CL-3) Sargent
7 EA	Kick Plate	K1080 8" x 34" BEV CSK	US32D	(KP-1) Rockwood
7 EA	Wall Stop	408	US32D	(ST-1) Rockwood
21 EA	Silencer	608-RKW		(SI-1) Rockwood
7 EA	Wiring Harness	WH-38P		(EA-2) Stanley Hinges
7 EA	Wiring Harness	WH-192P		(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

### Heading #: 22.2

A3	1	SGL	Door:A120	Corridor from Secure Circ	RHR	90°
----	---	-----	-----------	---------------------------	-----	-----

3' 0" x 7' 0" x 1 3/4" WDD/HMF

3 EA	Hinge, Full Mortise	FBB179NRP 4-1/2" x 4-1/2"	US26D	(HI-4) Stanley Hinges
1 EA	Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA	Electric Lock Fail Secure	4SHW7DEU 14H Less Core	626	(LO-6) Best Locks
1 EA	Core	1C71	626	(CY-1) Best Locks
1 EA	Surface Closer	281 P10	EN	(CL-3) Sargent
1 EA	Kick Plate	K1080 8" x 34" BEV CSK	US32D	(KP-1) Rockwood
1 EA	Wall Stop	408	US32D	(ST-1) Rockwood
1 EA	Gasketing	F-797B-17		(GA-9) Reese Enterprise
1 EA	Wiring Harness	WH-38P		(EA-2) Stanley Hinges
1 EA	Wiring Harness	WH-192P		(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 22.3

A3		1 SGL	Door: A001	Circ from Storage	LHR	90°
4' 0" x 7' 0" x 1 3/4" HMD/HMF						
1 EA	Continuous Hinge		FMS00 78 CTP		636	(HC-2) Marker
1 EA	Electric Power Transfer		EPT-12C			(PT-1) Precision
1 EA	Electric Lock Fail Secure		45HW7DEU 14H Less Core		626	(LO-6) Best Locks
1 EA	Core		1C71		626	(CY-1) Best Locks
1 EA	Kick Plate		K1050 8" x 48" BEV CSK		US32D	(KP-3) Rockwood
1 EA	Wall Stop		408		US32D	(ST-1) Rockwood
3 EA	Silencer		608-RKW			(SI-1) Rockwood
1 EA	Wiring Harness		WH-192P			(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

### Heading #: 22.4

A3		1 SGL	Door: A115	Corridor to Law Library	LH	90°
A3		1 SGL	Door: A126	Circ to Security Office	RH	90°
3' 0" x 7' 0" x 1 3/4" WDD/HMF						
6 EA	Hinge, Full Mortise		FBB179 4-1/2" x 4-1/2"		US26D	(HI-3) Stanley Hinges
2 EA	Electric Power Transfer		EPT-12C			(PT-1) Precision
2 EA	Electric Lock Fail Secure		45HW7DEU 14H Less Core		626	(LO-6) Best Locks
2 EA	Core		1C71		626	(CY-1) Best Locks
2 EA	Surface Closer		281 O		EN	(CL-2) Sargent
2 EA	Kick Plate		K1050 8" x 34" BEV CSK		US32D	(KP-1) Rockwood
2 EA	Wall Stop		408		US32D	(ST-1) Rockwood
6 EA	Silencer		608-RKW			(SI-1) Rockwood
2 EA	Wiring Harness		WH-38P			(EA-2) Stanley Hinges
2 EA	Wiring Harness		WH-192P			(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

### Heading #: 22.5

A3		1 SGL	Door: A127A	Circ from Sally Port	LHR	60 90°
3' 0" x 7' 0" x 1 3/4" WDD/HMF						
3 EA	Hinge, Full Mortise		FBB179NRP 4-1/2" x 4-1/2"		US26D	(HI-4) Stanley Hinges
1 EA	Electric Power Transfer		EPT-12C			(PT-1) Precision
1 EA	Electric Lock Fail Secure		45HW7DEU 14H Less Core		626	(LO-6) Best Locks
1 EA	Core		1C71		626	(CY-1) Best Locks
1 EA	Surface Closer		281 PS		EN	(CL-4) Sargent
1 EA	Kick Plate		K1050 8" x 34" BEV CSK		US32D	(KP-1) Rockwood
1 EA	Wall Stop		408		US32D	(ST-1) Rockwood
1 EA	Gasketing		F-797B-17			(GA-8) Reese Enterprises
1 EA	Wiring Harness		WH-38P			(EA-2) Stanley Hinges
1 EA	Wiring Harness		WH-192P			(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 22.6

A3		1 SGL	Door: A009	Corridor from Elec.	RHR	90°
3' 0" x 7' 0" x 1 3/4" HMD/HMF						
3 EA	Hinge, Full Mortise	FBB179NRP	4-1/2" x 4-1/2"		US26D	(HI-4) Stanley Hinges
1 EA	Electric Power Transfer	EPT-12C				(PT-1) Precision
1 EA	Electric Lock Fail Secure	45HW7DEU	14H Less Core		626	(LO-6) Best Locks
1 EA	Core	1C71			626	(CY-1) Best Locks
1 EA	Surface Closer	251 P10			EN	(CL-3) Sargent
1 EA	Kick Plate	K1050	8" x 34" BEV CSK		US32D	(KP-1) Rockwood
1 EA	Wall Stop	409			US32D	(ST-1) Rockwood
3 EA	Silencer	606-RKW				(SI-1) Rockwood
1 EA	Wiring Harness	WH-192P				(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

### Heading #: 23

A3		1 SGL	Door: A124A	Secure Circ from Courtroom B	RHR	60	90°
A3		1 SGL	Door: A141A	Secure Circ from Courtroom A	RHR	60	90°
A3		1 SGL	Door: A141B	Secure Circ from Courtroom A	RHR	60	90°
3' 0" x 7' 0" x 1 3/4" WDD/HMF							
9 EA	Hinge, Full Mortise	FBB179NRP	4-1/2" x 4-1/2"		US26D	(HI-4) Stanley Hinges	
3 EA	Electric Power Transfer	EPT-12C				(PT-1) Precision	
3 EA	Electric Lock Fail Secure	45HW7DEU	14H Less Core		626	(LO-6) Best Locks	
3 EA	Core	1C71			626	(CY-1) Best Locks	
3 EA	Surface Overhead Holder/Stop	9-336			630	(OH-2) Reison	
3 EA	Surface Closer	251 O			EN	(CL-2) Sargent	
3 EA	Kick Plate	K1050	8" x 34" BEV CSK		US32D	(KP-1) Rockwood	
3 EA	Gasketing	F-797B-17				(GA-9) Reese Enterprises	
3 EA	Wiring Harness	WH-38P				(EA-2) Stanley Hinges	
3 EA	Wiring Harness	WH-192P				(EA-4) Stanley Hinges	

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

# Hardware Schedule

Project ID: 20070 - Redwood Justice Center

## Heading #: 24.1

A9	1	SGL	Door: A144	Circ to Kitchenette	LH	90°
3' 0" x 7' 0" x 1 3/4" WDD/HMF						
3 EA		Hinge, Full Mortise	F8B179 4-1/2" x 4-1/2"		US26D	(HI-3) Stanley Hinges
1 EA		Electric Power Transfer	EPT-12C			(PT-1) Precision
1 EA		Electric Lock Fail Secure	45HW7DEU 14H Less Core		626	(LO-6) Best Locks
1 EA		Core	1C71		626	(CY-1) Best Locks
1 EA		Surface Closer	281 O		EN	(CL-2) Sargent
1 EA		Kick Plate	K1090 8" x 34" BEV CSK		US32D	(KP-1) Rockwood
1 EA		Wall Stop	409		US32D	(ST-1) Rockwood
1 EA		Threshold	S205A x 36"			(TH-1) Reese Enterprises
1 EA		Gaslifting	F- 755A x 36"			(GA-3) Reese Enterprises
HEAD ONLY.						
2 EA		Gaslifting	F- D575A x 84"			(GA-7) Reese Enterprises
JAMBS ONLY.						
1 EA		Door Bottom	F- 430A-36			(DB-1) Reese Enterprises
1 EA		Wiring Harness	WH-38P			(EA-2) Stanley Hinges
1 EA		Wiring Harness	WH-182P			(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

## Heading #: 24.2

A3	1	SGL	Door: A121	Lobby from Conf. B1	LHR	90°
A3	1	SGL	Door: A123	Lobby from Conf. B2	RHR	90°
3' 0" x 7' 0" x 1 3/4" WDD/HMF						
6 EA		Hinge, Full Mortise	F8B179NRP 4-1/2" x 4-1/2"		US26D	(HI-4) Stanley Hinges
2 EA		Electric Power Transfer	EPT-12C			(PT-1) Precision
2 EA		Electric Lock Fail Secure	45HW7DEU 14H Less Core		626	(LO-6) Best Locks
2 EA		Surface Closer	281 P10		EN	(CL-3) Sargent
2 EA		Kick Plate	K1090 8" x 34" BEV CSK		US32D	(KP-1) Rockwood
2 EA		Wall Stop	409		US32D	(ST-1) Rockwood
2 EA		Threshold	S205A x 36"			(TH-1) Reese Enterprises
2 EA		Gaslifting	F- 755A x 36"			(GA-3) Reese Enterprises
HEAD ONLY.						
4 EA		Gaslifting	F- D575A x 84"			(GA-7) Reese Enterprises
JAMBS ONLY.						
2 EA		Door Bottom	F- 430A-36			(DB-1) Reese Enterprises
2 EA		Wiring Harness	WH-38P			(EA-2) Stanley Hinges
2 EA		Wiring Harness	WH-182P			(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 24.3

	1	SGL	Door: A124C	Courtroom B from Security	RHR	60	90°
	1	SGL	Door: A141E	Courtroom A from Security	RHR	60	90°
3' 0" x 7' 0" x 1 3/4" WDD/HMF							
6 EA		Hinge, Full Mortise	FBB179 4-1/2" x 4-1/2"		US26D		(HI-3) Stanley Hinges
2 EA		Passage	45H0N 14H		626		(LO-2) Best Locks
2 EA		Surface Closer	281 O		EN		(CL-2) Sargent
2 EA		Kick Plate	K1050 8" x 34" BEV CSK		US32D		(KP-1) Rockwood
2 EA		Wall Stop	409		US32D		(ST-1) Rockwood
2 EA		Threshold	S205A x 36"				(TH-1) Reese Enterprises
2 EA		Gasleting	F- 755A x 36"				(GA-3) Reese Enterprises
HEAD ONLY.							
4 EA		Gasleting	F- DS75A x 84"				(GA-7) Reese Enterprises
JAMBS ONLY.							
2 EA		Door Bottom	F- 430A-36				(DB-1) Reese Enterprises

### Heading #: 25

A3	1	SGL	Door: A138	Circ from Conf. A1	LHR	90°	
A3	1	SGL	Door: A140	Circ from Conf. A2	RHR	90°	
3' 0" x 7' 0" x 1 3/4" WDD/HMF							
6 EA		Hinge, Full Mortise	FBB179NRP 4-1/2" x 4-1/2"		US26D		(HI-4) Stanley Hinges
2 EA		Electric Power Transfer	EPT-12C				(PT-1) Precision
2 EA		Electric Lock Fail Secure	45HW7DEU 14H Less Core		626		(LO-6) Best Locks
2 EA		Surface Closer	281 PS		EN		(CL-4) Sargent
2 EA		Kick Plate	K1050 8" x 34" BEV CSK		US32D		(KP-1) Rockwood
2 EA		Threshold	S205A x 36"				(TH-1) Reese Enterprises
2 EA		Gasleting	F- 755A x 36"				(GA-3) Reese Enterprises
HEAD ONLY.							
4 EA		Gasleting	F- DS75A x 84"				(GA-7) Reese Enterprises
JAMBS ONLY.							
2 EA		Door Bottom	F- 430A-36				(DB-1) Reese Enterprises
2 EA		Wiring Harness	WH-36P				(EA-2) Stanley Hinges
2 EA		Wiring Harness	WH-192P				(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED, LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 26.1

A3	1	SGL	Door: A106	Lobby from Court Admin	RHR	90°
A3	1	SGL	Door: A119	Corridor from Stair	RHR	90°
CT1	1	SGL	Door: A131	Secure Circ from Evidence	LHR	90°
A2	1	SGL	Door: A132	Secure Circ from AV	LHR	90°
???	1	SGL	Door: A143	Circ from Jury Assembly	LHR	90°

3' 0" x 7' 0" x 1 3/4" WDD/HMF

15 EA	Hinge, Full Mortise	FBB179NRP 4-1/2" x 4-1/2"	US26D	(HI-4) Stanley Hinges
5 EA	Electric Power Transfer	EPT-12C		(PT-1) Precision
5 EA	Electric Lock Fail Secure	45HW7DEU 14H Less Core	626	(LO-6) Best Locks
5 EA	Surface Closer	281 PS	EN	(CL-4) Sargent
5 EA	Kick Plate	K1050 8" x 34" BEV CSK	US32D	(KP-1) Rockwood
5 EA	Wall Stop	409	US32D	(ST-1) Rockwood
15 EA	Silencer	606-RJKW		(SI-1) Rockwood
5 EA	Wiring Harness	WH-38P		(EA-2) Stanley Hinges
5 EA	Wiring Harness	WH-192P		(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

### Heading #: 26.2

A3	1	SGL	Door: A010	Mech Rm from Data	RHR	90°
----	---	-----	------------	-------------------	-----	-----

3' 0" x 7' 0" x 1 3/4" HMD/HMF

3 EA	Hinge, Full Mortise	FBB179NRP 4-1/2" x 4-1/2"	US26D	(HI-4) Stanley Hinges
1 EA	Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA	Electric Lock Fail Secure	45HW7DEU 14H Less Core	626	(LO-6) Best Locks
1 EA	Surface Closer	281 PS	EN	(CL-4) Sargent
1 EA	Kick Plate	K1050 8" x 34" BEV CSK	US32D	(KP-1) Rockwood
1 EA	Wall Stop	409	US32D	(ST-1) Rockwood
3 EA	Silencer	606-RJKW		(SI-1) Rockwood
1 EA	Wiring Harness	WH-192P		(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED (FAIL SECURE)  
 OUTSIDE LEVER ELECTRICALLY UNLOCKED. LATCHBOLT RETRACTED BY KEY OUTSIDE OR LEVER  
 INSIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED. INSIDE LEVER ALWAYS  
 FREE FOR IMMEDIATE EXIT.

### Heading #: 27

A3	1	SGL	Door: A005	Star from Mech Rm	LHR	60	90°
----	---	-----	------------	-------------------	-----	----	-----

4' 0" x 7' 0" x 1 3/4" HMD/HMF

1 EA	Continuous Hinge	FM300 7" O CTP	630	(HC-2) Marker
1 EA	Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA	Electric Lock Fail Secure,	45HW7WEU 14H Less Core	626	(LO-7) Best Locks
	Dist Cylinder			
1 EA	Surface Closer	281 O	EN	(CL-2) Sargent
1 EA	Kick Plate	K1050 8" x 46" BEV CSK	US32D	(KP-3) Rockwood
1 EA	Wall Stop	409	US32D	(ST-1) Rockwood
1 EA	Geckelring	F-797B-19		(GA-11) Reesa Enterprises
1 EA	Wiring Harness	WH-192P		(EA-4) Stanley Hinges

POWER SUPPLY BY OTHERS

FUNCTION: ELECTRICALLY UNLOCKED BOTH SIDES.  
 OUTSIDE AND INSIDE LEVER UNLOCKED ELECTRICALLY. LATCHBOLT RETRACTED BY KEY EITHER  
 SIDE. AUXILIARY LATCH DEADLOCKS LATCHBOLT WHEN DOOR IS CLOSED.  
 PRESENTATION OF A VALID CREDENTIAL EITHER SIDE MOMENTARILY UNLOCKS DOOR.  
 NO FREE EGRESS.

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 28.1

A3 NO KEYING	1	SGL	Door: A153A	Circ from Circ	RHR	90°
3' 0" x 7' 0" x 1 3/4" WDD/HMF						
3 EA			Hinge, Full Mortise	FBB179NRP 4-1/2" x 4-1/2"	US26D	(HI-4) Stanley Hinges
1 EA			Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA			Rim Exit Device	C ELR 2103 4903A	630	(ED-2) Precision
1 EA			Rim Cylinder	12E-72 S2 RP	626	(CY-2) Best Locks
1 EA			Surface Closer	281 O	EN	(CL-2) Sargent
1 EA			Kick Plate	K1050 8" x 34" BEV CSK	US32D	(KP-1) Rockwood
1 EA			Wall Stop	409	US32D	(ST-1) Rockwood
3 EA			Silencer	606-RKW		(SI-1) Rockwood
1 EA			Wiring Harness	WH-12P		(EA-1) Stanley Hinges
1 EA			Wiring Harness	WH-192P		(EA-4) Stanley Hinges
1 EA			Power Supply	ELR151		(PS-2) Precision

FUNCTION: LATCHBOLT RETRACTED INSIDE BY EXIT DEVICE PUSH PAD AND OUTSIDE BY KEY IN CYLINDER. DOOR LOCKS WHEN KEY IS REMOVED AND DOOR IS CLOSED. PRESENTATION OF VALID CREDENTIAL MOMENTARILY UNLOCKS DOOR. ACCESS CONTROL SYSTEM CONTROLS MOMENTARY OR EXTENDED PERIODS OF LATCH RETRACTION.

### Heading #: 28.2

A3 NO KEYING	1	SGL	Door: A122A	Lobby from B Entry	LHR	90°
3' 2" x 9' 0" x 1 3/4" WDD/HMF						
1 EA			Continuous Hinge	FM300 16"0 Out to 8"	630	(HC-3) Marker
1 EA			Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA			Rim Exit Device	C ELR 2103 4" 4903A	630	(ED-3) Precision
1 EA			Rim Cylinder	12E-72 S2 RP	626	(CY-2) Best Locks
1 EA			Surface Closer	281 PS	EN	(CL-4) Sargent
1 EA			Kick Plate	K1050 8" x 36" BEV CSK	US32D	(KP-2) Rockwood
3 EA			Silencer	606-RKW		(SI-1) Rockwood
1 EA			Wiring Harness	WH-12P		(EA-1) Stanley Hinges
1 EA			Wiring Harness	WH-192P		(EA-4) Stanley Hinges
1 EA			Power Supply	ELR151		(PS-2) Precision

FUNCTION: LATCHBOLT RETRACTED INSIDE BY EXIT DEVICE PUSH PAD AND OUTSIDE BY KEY IN CYLINDER. DOOR LOCKS WHEN KEY IS REMOVED AND DOOR IS CLOSED. PRESENTATION OF VALID CREDENTIAL MOMENTARILY UNLOCKS DOOR. ACCESS CONTROL SYSTEM CONTROLS MOMENTARY OR EXTENDED PERIODS OF LATCH RETRACTION.

### Heading #: 28.3

NO KEYING A3	1	SGL	Door: A205	Stair from Circ	LHR	60 90°
3' 0" x 7' 0" x 1 3/4" WDD/HMF						
3 EA			Hinge, Full Mortise	FBB179NRP 4-1/2" x 4-1/2"	US26D	(HI-4) Stanley Hinges
1 EA			Electric Power Transfer	EPT-12C		(PT-1) Precision
1 EA			Rim Exit Device	FLC ELR 2103 4903A	630	(ED-9) Precision
1 EA			Rim Cylinder	12E-72 S2 RP	626	(CY-2) Best Locks
1 EA			Surface Closer	281 O	EN	(CL-2) Sargent
1 EA			Kick Plate	K1050 8" x 34" BEV CSK	US32D	(KP-1) Rockwood
1 EA			Wall Stop	409	US32D	(ST-1) Rockwood
3 EA			Gasketing	F- 797B-17		(GA-8) Reese Enterprises
1 EA			Wiring Harness	WH-12P		(EA-1) Stanley Hinges
1 EA			Wiring Harness	WH-192P		(EA-4) Stanley Hinges
1 EA			Power Supply	ELR151		(PS-2) Precision

FUNCTION: LATCHBOLT RETRACTED INSIDE BY EXIT DEVICE PUSH PAD AND OUTSIDE BY KEY IN CYLINDER. DOOR LOCKS WHEN KEY IS REMOVED AND DOOR IS CLOSED. PRESENTATION OF VALID CREDENTIAL MOMENTARILY UNLOCKS DOOR. ACCESS CONTROL SYSTEM CONTROLS MOMENTARY OR EXTENDED PERIODS OF LATCH RETRACTION.

## Hardware Schedule

Project ID: 20070 - Redwood Justice Center

### Heading #: 29

A3 NO KEYING	1	SGL	Door: A139A	Circ from A Entry	RHR	90°
3' 2" x 8' 0" x 1 3/4" WDD/HMF						
1 EA		Continuous Hinge	FM300 1078 Cut to 9'		630	(HC-3) Marker
1 EA		Electric Power Transfer	EPT-12C			(PT-1) Precision
1 EA		Rim Exit Device	C ELR 2103 4' 4803A		630	(ED-3) Precision
1 EA		Rim Cylinder	12E-72 82 RP		626	(CY-2) Best Locks
1 EA		Surface Closer	281 PS		EN	(CL-4) Sargent
1 EA		Kick Plate	K1050 8" x 36" BEV C.9K		US32D	(KP-2) Rockwood
3 EA		Silencer	608-RKW			(SI-1) Rockwood
1 EA		Wiring Harness	WH-12P			(EA-1) Stanley Hinges
1 EA		Wiring Harness	WH-192P			(EA-4) Stanley Hinges
1 EA		Power Supply	ELR151			(PS-2) Precision

FUNCTION: LATCHBOLT RETRACTED INSIDE BY EXIT DEVICE PUSH PAD AND OUTSIDE BY KEY IN CYLINDER. DOOR LOCKS WHEN KEY IS REMOVED AND DOOR IS CLOSED. PRESENTATION OF VALID CREDENTIAL MOMENTARILY UNLOCKS DOOR. ACCESS CONTROL SYSTEM CONTROLS MOMENTARY OR EXTENDED PERIODS OF LATCH RETRACTION.

### Heading #: 30

	1	PR	Door: A006	Corridor to/from Corridor	LHR/LHR	90°
2-3' 0" x 7' 0" x 1 3/4" HMD/HMF						
2 EA		Continuous Hinge	FM300 70		630	(HC-1) Marker
2 EA		Surface Vert Rod Exit	FL 2201 LBR No Trim		630	(ED-11) Precision
2 EA		Surface Closer	281 P10		EN	(CL-3) Sargent
2 EA		Kick Plate	8400 B-CS 8" x 34"		US32D	(KP-4) IVES
2 EA		Electromagnetic Holder	988M		650	(ST-5) Rixon
1 EA		Gasketing	F- 797B-25			(GA-12) Reese Enterprises
1 EA		Astragal	F- 990C 2 x 84			(AS-1) Reese Enterprises

### Heading #: DH-1

	1	SGL	Door: A127B	Sally Port from Security	LHR	90°
	1	SGL	Door: A134A	Security from Stair	LHR	90°
	1	SGL	Door: B100B	Exit Stair from Lobby	LHR	90°
	1	SGL	Door: B103	Stair from Lobby	RHR	90°
3' 0" x 7' 0" x 1 3/4" Other/Other						

### Heading #: DH-2

	1	SGL	Door: A134C	Secure Circ from Courtroom A	LHR	60°
3' 0" x 7' 0" x 1 3/4" Other/Other						
	1	SGL	Door: A134B	Security from Courtroom B	LHR	60°
3' 0" x 7' 0" x 1 3/4" Other/Other						

### Heading #: DH-3

	1	SGL	Door: A129	Security from Holding	RHR	90°
	1	SGL	Door: A130	Security from Holding	RHR	90°
3' 0" x 7' 0" x 1 3/4" Other/Other						

### Heading #: key

	1	SGL	Door: Key			
1 EA		Key Cabinet	1203-A			(OT-1) Lund Equipment Co., Inc.



## **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 date of completion of work described.

## **EXHIBIT C**

### **COMPENSATION**

The County shall pay Consultant \$ 75,879.37 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).
  - b. Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
  - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Consultant agrees that under no circumstances shall the County be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. Minimum Limits of Insurance: Consultant shall maintain **NO LESS THAN** the following limits of insurance:
  - a. General Liability Insurance, and if necessary, Umbrella Liability:
    - \$2,000,000 per occurrence
    - \$3,000,000 annual aggregate
    - \$3,000,000 products and completed operations aggregate
    - \$1,000,000 aggregate limit – Umbrella Policy
  - b. Business Automobile Liability and if necessary, Umbrella Liability:
    - \$2,000,000 per occurrence

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

## ROAD & BRIDGE AGENDA

April 5, 2022

1. Approve Bills
2. Award contract 22-4 (SAP 064-598-027, SAP 064-598-028, SAP 064-598-029, SAP 064-607-048, and SAP 064-608-029 Bridge replacements. (print engineer's estimate and bid summary for Anthony to carry to meeting)
3. Authorize signing contract 22-4
4. Resolution to accept LBRP bonds for SAP 064-607-048
5. Authorize signature of MnDOT Agreement 1049105 for SAP 064-607-048 LBRP Bond Grant
6. Resolution to accept LBRP bonds for SAP 064-598-027, SAP 064-598-028 and SAP 064-598-029
7. Authorize signature of MnDOT Agreement 1049272 for SAP 064-598-027, SAP 064-598-028 and SAP 064-598-029 LBRP Bond Grant
8. Resolution to accept LBRP bonds for SAP 064-608-029
9. Authorize signature of MnDOT Agreement 1049299 for SAP 064-608-029 LBRP Bond Grant
10. Authorize signature of Clements and Redwood County Maintenance and Construction Agreement for CSAH 1 and CR 63
11. Award contract 22-6 (SAP 064-601-017) to low bidder (print engineer's estimate and bid summary for Anthony to carry to meeting)
12. Authorize signing contract 22-6
13. Resolution to accept LRIP Grant for SAP 064-601-017
14. Authorize signature of MnDOT Agreement 1049105 for SAP 064-601-017 LRIP Grant
15. Authorize advertisement of Wabasso Cedar St Project
16. Authorize purchase of pneumatic tire roller
17. Authorize purchase of push blade attachment
18. Authorize purchase of snow blower attachment
19. Resolution for gas tax increase
20. Resolution supporting RAISE grant application for CSAH 2

Other:

- 1.

\*\*\* Redwood County \*\*\*



IFX  
3/30/22 9:55AM  
3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
3	1949 ALPHA WIRELESS COMMUNICATIONS CO 03-301-000-0000-6291		5,568.00	annual radio maint		PROFESSIONAL & TECHNICAL SER	N
	1949 ALPHA WIRELESS COMMUNICATIONS CO		5,568.00		1 Transactions		
4	32437 ANDERSON ELECTRIC OF LAMBERTON INC 03-330-000-0000-6305		4,054.00	Wabasso shop repairs		BLDG - REPAIRS & MAINTENANCE	N
	32437 ANDERSON ELECTRIC OF LAMBERTON INC		4,054.00		1 Transactions		
1	2282 ANDERSON/MICHAEL P 03-320-000-0000-6366		28.00	64-601-017 ROW		RIGHT OF WAY - PERMANENT EASE	Y
2	03-320-000-0000-6505		150.00	64-601-017 damages		ENG. & CONST.MATERIALS & SUPPL	Y
	2282 ANDERSON/MICHAEL P		178.00		2 Transactions		
5	76720 AUTO VALUE OF REDWOOD FALLS 03-330-000-0000-6502		33.96	shop supplies		SHOP MATERIALS & SUPPLIES	N
6	03-330-000-0000-6503		566.35	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS		600.31		2 Transactions		
8	7540 BOETTGER/GREG 03-330-000-0000-6504		21.22	fuel		FUEL	N
	7540 BOETTGER/GREG		21.22		1 Transactions		
9	7570 BOLTON & MENK INC 03-320-000-0000-6291		26,933.00	consultant engr		PROFESSIONAL & TECHNICAL SER	N
	7570 BOLTON & MENK INC		26,933.00		1 Transactions		
7	8165 BREE/JOAN E 03-330-000-0000-6305		900.00	janitorial services		BLDG - REPAIRS & MAINTENANCE	Y
	8165 BREE/JOAN E		900.00		1 Transactions		
10	8459 BROCK WHITE COMPANY 03-310-000-0000-6501		33,496.72	patching material		ROAD MAINTENANCE SUPPLIES & M	N
11	03-330-000-0000-6503		988.61	repair parts		EQUIPMENT REPAIR PARTS & SUPP	N
	8459 BROCK WHITE COMPANY		34,485.33		2 Transactions		
12	11970 CINTAS CORPORATION 03-330-000-0000-6502		392.16	shop supplies		SHOP MATERIALS & SUPPLIES	N
	11970 CINTAS CORPORATION		392.16		1 Transactions		
	12702 CLEMENTS LUMBER INC-MORGAN						

\*\*\* Redwood County \*\*\*



IFX  
3/30/22 9:55AM  
3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	24725	FIRSTSOURCE SOLUTIONS	237.52	1 Transactions		
20	26133	FLUID-AIRE DYNAMICS	1,794.70	shop supplies	SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502					
	26133	FLUID-AIRE DYNAMICS	1,794.70	1 Transactions		
27	31525	GUETTER/MATTHEW	359.30	conference exp	LODGING & EXPENSE	N
	03-301-000-0000-6334					
	31525	GUETTER/MATTHEW	359.30	1 Transactions		
28	31990	H & L MESABI	1,495.00	repair parts	EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503					
	31990	H & L MESABI	1,495.00	1 Transactions		
29	34134	HOFFMAN FILTER SERVICE	120.00	shop exp	SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502					
	34134	HOFFMAN FILTER SERVICE	120.00	1 Transactions		
30	35498	HOYT OIL & CONVENIENCE INC	141.96	oil	EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503					
	35498	HOYT OIL & CONVENIENCE INC	141.96	1 Transactions		
31	37640	INNOVATIVE SOLUTIONS LLC	565.98	office supplies	OFFICE SUPPLIES	N
	03-301-000-0000-6401					
	37640	INNOVATIVE SOLUTIONS LLC	565.98	1 Transactions		
32	43100	JOHN DAY COMPANY	95.23	shop supplies	SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502					
	43100	JOHN DAY COMPANY	95.23	1 Transactions		
33	43095	JOHN DEERE FINANCIAL	242.70	repair parts	EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503					
	43095	JOHN DEERE FINANCIAL	242.70	1 Transactions		
34	47700	KLABUNDE ELECTRIC INC	937.52	shop repairs	EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503					
	47700	KLABUNDE ELECTRIC INC	937.52	1 Transactions		
36	52290	LITTLE FALLS MACHINE	1,785.03	repair parts	EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503					

\*\*\* Redwood County \*\*\*



IFX  
3/30/22 9:55AM  
3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
47	63625 NORTHERN STATES SUPPLY INC 03-330-000-0000-6503		1,402.53	repair parts		EQUIPMENT REPAIR PARTS & SUPP N
	63625 NORTHERN STATES SUPPLY INC		1,402.53	1 Transactions		
48	63699 NTS TIRE SUPPLY LLC 03-330-000-0000-6503		1,061.00	repair parts		EQUIPMENT REPAIR PARTS & SUPP N
	63699 NTS TIRE SUPPLY LLC		1,061.00	1 Transactions		
50	64505 OLSEN CHAIN & CABLE INC 03-330-000-0000-6502		1,330.79	shop supplies		SHOP MATERIALS & SUPPLIES N
	64505 OLSEN CHAIN & CABLE INC		1,330.79	1 Transactions		
49	64868 ONE OFFICE SOLUTION 03-301-000-0000-6401		35.50	office supplies		OFFICE SUPPLIES N
	64868 ONE OFFICE SOLUTION		35.50	1 Transactions		
51	71900 PLUNKETTS PEST CONTROL INC 03-330-000-0000-6305		296.40	shop exp		BLDG - REPAIRS & MAINTENANCE N
	71900 PLUNKETTS PEST CONTROL INC		296.40	1 Transactions		
52	76038 RED ROCK QUARRY INC 03-310-000-0000-6501		74,817.40	seal coat chips		ROAD MAINTENANCE SUPPLIES & M N
	76038 RED ROCK QUARRY INC		74,817.40	1 Transactions		
53	76150 REDWOOD BUILDING CENTER INC 03-330-000-0000-6305		332.53	shop repairs		BLDG - REPAIRS & MAINTENANCE N
	76150 REDWOOD BUILDING CENTER INC		332.53	1 Transactions		
54	76350 REDWOOD COUNTY RECORDER 03-320-000-0000-6291		2,520.00	ROW exp		PROFESSIONAL & TECHNICAL SER N
	76350 REDWOOD COUNTY RECORDER		2,520.00	1 Transactions		
55	76570 REDWOOD GAZETTE-LIVEWIRE/THE 03-301-000-0000-6230		84.87	advertising		PRINTING & PUBLISHING N
	76570 REDWOOD GAZETTE-LIVEWIRE/THE		84.87	1 Transactions		
57	76758 REDWOOD TIRE SERVICE INC 03-330-000-0000-6306		227.00	repair labor		MAINTENANCE - EQUIPMENT N
56	03-330-000-0000-6503		426.00	repair parts		EQUIPMENT REPAIR PARTS & SUPP N



\*\*\* Redwood County \*\*\*



IFX  
3/30/22 9:55AM  
3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 8

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
83965	SUMMIT COMPANIES		672.00	1 Transactions		
69	84208 SUSSNER CONSTRUCTION INC 03-330-000-0000-6305		465.00	shop repairs		BLDG - REPAIRS & MAINTENANCE N
	84208 SUSSNER CONSTRUCTION INC		465.00	1 Transactions		
73	86020 TBEI INC 03-330-000-0000-6503		727.95	repair parts		EQUIPMENT REPAIR PARTS & SUPP N
	86020 TBEI INC		727.95	1 Transactions		
75	88135 TOTAL GLASS INC 03-330-000-0000-6306		390.60	repair labor		MAINTENANCE - EQUIPMENT N
74	03-330-000-0000-6503		1,217.70	repair parts		EQUIPMENT REPAIR PARTS & SUPP N
	88135 TOTAL GLASS INC		1,608.30	2 Transactions		
72	88743 TRUCK CENTER COMPANIES 03-330-000-0000-6503		938.66	repair parts		EQUIPMENT REPAIR PARTS & SUPP Y
	88743 TRUCK CENTER COMPANIES		938.66	1 Transactions		
79	92281 WALMART COMMUNITY 03-301-000-0000-6401		98.00	office supplies		OFFICE SUPPLIES N
	92281 WALMART COMMUNITY		98.00	1 Transactions		
78	92702 WATJE FEED SERVICES INC 03-320-000-0000-6366		120.00	64-601-017 ROW		RIGHT OF WAY - PERMANENT EASE Y
76	03-320-000-0000-6367		52.00	64-601-017 ROW		RIGHT OF WAY-TEMP.EASE.& OTHE Y
77	03-320-000-0000-6505		18,694.00	64-601-017 relocation ROW item		ENG. & CONST.MATERIALS & SUPPI Y
	92702 WATJE FEED SERVICES INC		18,866.00	3 Transactions		
80	93070 WELTSCH EQUIPMENT INC 03-330-000-0000-6503		287.94	repair parts		EQUIPMENT REPAIR PARTS & SUPP N
	93070 WELTSCH EQUIPMENT INC		287.94	1 Transactions		
81	93110 WIDSETH SMITH NOLTING & ASSOCIATES 03-320-000-0000-6291		14,797.25	consultant engr		PROFESSIONAL & TECHNICAL SERV N
	93110 WIDSETH SMITH NOLTING & ASSOCIATES		14,797.25	1 Transactions		
84	99200 Z DOORMEN 03-330-000-0000-6502		655.00	shop repairs		SHOP MATERIALS & SUPPLIES Y

IFX  
3/30/22

9:55AM

\*\*\* **Redwood County** \*\*\*



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

<b>Recap by Fund</b>	<b><u>Fund</u></b>	<b><u>AMOUNT</u></b>	<b><u>Name</u></b>
	3	308,219.02	ROAD AND BRIDGE
<b>All Funds</b>		<b>308,219.02</b>	<b>Total</b>

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

\*\*\* Redwood County \*\*\*



IFX  
3/25/22 4:07PM

REVENUES & EXPENDITURES BUDGET REPORT As of 03/2022

Report Basis: Modified Accrual

3 FUND

ROAD AND BRIDGE

<u>Account Number</u>	<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Percent of Year Budget</u>	<u>25% % of BDG</u>
301 DEPT					
ROAD & BRIDGE ADMINISTRATION					
----- REVENUES -----					
03-301-000-0000-5001	PROPERTY TAXES-CURRENT	0.00	0.00	1,973,649.00-	0
03-301-000-0000-5004	PROPERTY TAXES-DELINQUENT	0.00	0.00	4,164.00-	0
03-301-000-0000-5007	MOBILE HOME TAXES-CURRENT	0.00	0.00	164.00-	0
03-301-000-0000-5015	WHEELAGE TAX	63,165.75-	63,165.75-	360,000.00-	18
03-301-000-0000-5016	LOCAL SALES TAX	76,069.19-	76,069.19-	950,000.00-	8
03-301-000-0000-5020	SEVERED MINERAL TAXES	6.29-	6.29-	7.00-	90
03-301-000-0000-5205	DISPARITY REDUCTION AID	0.00	0.00	6,392.00-	0
03-301-000-0000-5208	MARKET VALUE CREDIT	0.00	0.00	56,703.00-	0
03-301-000-0000-5230	TOWN BRIDGE REVENUE	132,242.91-	132,242.91-	970,431.00-	14
03-301-000-0000-5235	TOWN ROAD REVENUE	890,527.00-	890,527.00-	602,755.00-	148
03-301-000-0000-5240	ST. OF MN. - REG. MAINT.	1,076,303.50-	1,076,303.50-	2,113,607.00-	51
03-301-000-0000-5242	ST. OF MN. - MUN.MAINT.	145,959.50-	145,959.50-	246,910.00-	59
03-301-000-0000-5244	ST. OF MN. - REG.CONST.	0.00	0.00	2,229,241.00-	0
03-301-000-0000-5246	ST. OF MN - MUN. CONST.	0.00	0.00	370,365.00-	0
03-301-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	1,599,300.00-	0
03-301-000-0000-5333	BRIDGE BONDING REVENUE	68,638.54-	68,638.54-	0.00	0
03-301-000-0000-5455	FEDERAL FUNDS - HIGHWAY	0.00	0.00	2,523,344.00-	0
03-301-000-0000-5502	FEES & SERVICES	0.00	0.00	6,000.00-	0
03-301-000-0000-5503	OVERWEIGHT TRUCK PERMITS	600.00-	600.00-	11,000.00-	5
03-301-000-0000-5710	INTEREST INCOME	0.00	0.00	20,000.00-	0
03-301-000-0000-5810	LAND LEASE & RENTAL	0.00	0.00	50.00-	0
03-301-000-0000-5850	SALES OF MATERIALS	23,813.68-	23,813.68-	50,000.00-	48
03-301-000-0000-5920	SALE OF CAPITAL ASSET	0.00	0.00	35,000.00-	0
----- EXPENDITURES -----					
03-301-000-0000-6103	SALARIES & WAGES-REGULAR	53,982.01	53,982.01	313,082.00	17
03-301-000-0000-6105	SALARIES & WAGES-PART TIME	1,710.00	1,710.00	25,000.00	7
03-301-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	200.00	0
03-301-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	10,290.72	10,290.72	41,163.00	25
03-301-000-0000-6163	PERA-COUNTY SHARE	4,048.65	4,048.65	23,481.00	17
03-301-000-0000-6172	WORKERS' COMPENSATION	33,073.00	33,073.00	34,000.00	97
03-301-000-0000-6175	FICA-COUNTY SHARE	3,264.38	3,264.38	20,961.00	16
03-301-000-0000-6176	MEDICARE-COUNTY SHARE	763.43	763.43	4,902.00	16
03-301-000-0000-6202	TELEPHONE/FAX EXPENSE	3,999.46	3,999.46	22,000.00	18
03-301-000-0000-6210	POSTAGE	990.00	990.00	2,500.00	40

\*\*\* Redwood County \*\*\*



IFX  
3/25/22 4:07PM

REVENUES & EXPENDITURES BUDGET REPORT As of 03/2022

Report Basis: Modified Accrual

3 FUND

ROAD AND BRIDGE

Account Number	Status	Quarter To Date	Year To Date	Percent of Year	
				Budget	% of BDG
<b>310 DEPT</b>	<b>Totals HIGHWAY MAINTENANCE</b>	<b>Revenue</b>	<b>0.00</b>	<b>4,000.00-</b>	<b>0</b>
		<b>Expend.</b>	<b>1,153,900.10</b>	<b>3,935,087.00</b>	<b>29</b>
		<b>Net</b>	<b>1,153,900.10</b>	<b>3,931,087.00</b>	<b>29</b>
<b>320 DEPT</b>	<b>HIGHWAY CONSTRUCTION &amp; ENGINEERING</b>				
----- REVENUES -----					
03-320-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC		20,000.00-	20,000.00-	60,000.00- 33
----- EXPENDITURES -----					
03-320-000-0000-6103	SALARIES & WAGES-REGULAR		25,771.69	25,771.69	196,165.00 13
03-320-000-0000-6105	SALARIES & WAGES-PART TIME		0.00	0.00	8,600.00 0
03-320-000-0000-6107	SALARIES & WAGES-OVERTIME		0.00	0.00	11,000.00 0
03-320-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION		8,997.00	8,997.00	55,920.00 16
03-320-000-0000-6163	PERA-COUNTY SHARE		1,932.88	1,932.88	15,537.00 12
03-320-000-0000-6175	FICA-COUNTY SHARE		1,362.91	1,362.91	13,775.00 10
03-320-000-0000-6176	MEDICARE-COUNTY SHARE		318.75	318.75	3,221.00 10
03-320-000-0000-6230	PRINTING & PUBLISHING		0.00	0.00	400.00 0
03-320-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES		101,762.14	101,762.14	706,650.00 14
03-320-000-0000-6292	CONTRACT PAYMENTS		437,387.50	437,387.50	13,102,283.00 3
03-320-000-0000-6366	RIGHT OF WAY - PERMANENT EASEMENTS		2,436.00	2,436.00	187,000.00 1
03-320-000-0000-6367	RIGHT OF WAY-TEMP.EASE.& OTHER		0.00	0.00	10,000.00 0
03-320-000-0000-6505	ENG. & CONST.MATERIALS & SUPPLIESS		2,672.95	2,672.95	0.00 0
03-320-000-0000-6507	MISCELLANEOUS EXPENSES		0.00	0.00	200.00 0
<b>320 DEPT</b>	<b>Totals HIGHWAY CONSTRUCTION &amp; ENGINEERING</b>	<b>Revenue</b>	<b>20,000.00-</b>	<b>20,000.00-</b>	<b>60,000.00- 33</b>
		<b>Expend.</b>	<b>582,641.82</b>	<b>582,641.82</b>	<b>14,310,751.00 4</b>
		<b>Net</b>	<b>562,641.82</b>	<b>562,641.82</b>	<b>14,250,751.00 4</b>
<b>330 DEPT</b>	<b>EQUIPMENT MAINTENANCE &amp; SHOP</b>				
----- EXPENDITURES -----					
03-330-000-0000-6103	SALARIES & WAGES-REGULAR		20,425.24	20,425.24	123,947.00 16
03-330-000-0000-6107	SALARIES & WAGES-OVERTIME		1,506.22	1,506.22	2,900.00 52
03-330-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION		3,430.24	3,430.24	30,223.00 11
03-330-000-0000-6163	PERA-COUNTY SHARE		1,644.86	1,644.86	9,671.00 17
03-330-000-0000-6175	FICA-COUNTY SHARE		1,319.40	1,319.40	7,995.00 17
03-330-000-0000-6176	MEDICARE-COUNTY SHARE		308.56	308.56	1,870.00 17
03-330-000-0000-6251	UTILITIES		15,923.55	15,923.55	65,000.00 24
03-330-000-0000-6305	BLDG - REPAIRS & MAINTENANCE		17,329.36	17,329.36	53,000.00 33
03-330-000-0000-6306	MAINTENANCE - EQUIPMENT		2,365.09	2,365.09	50,000.00 5
03-330-000-0000-6502	SHOP MATERIALS & SUPPLIES		5,670.82	5,670.82	50,000.00 11
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES		31,724.52	31,724.52	175,000.00 18



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/2022	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Approve Bills		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Approve March 2022 Highway Department Bills

**Background Information:**

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Award bid for 5 bridge replacements on CR and CSAH routes		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Award construction for the SAP 064-598-027, SAP 064-598-028, SAP 064-598-029, SAP 064-607-048, and SAP 064-608-029 bridge replacement projects to low bidder, R&G Construction.

**Background Information:**

Project will consist of bridge replacements on CR 75 between the South County Line and CSAH 20 (SAP 064-598-027), on CR 68 between CSAH 13 and CSAH 2 (SAP 064-598-028), on CR 52 between CR 75 and CSAH 5 (SAP 064-598-029), on CSAH 7 between CSAH 30 and TH 19 (SAP 064-607-048), and on CSAH 8 between CSAH 4 and TH 68 (SAP 064-608-029).

Letting date was 3/10/2022. Estimated construction start date is September 2022 for SAP 064-598-027 (CR 75 Box), SAP 064-607-048 (CSAH 8 Box), and SAP 067-608-029 (CSAH 8 Box) with completion by October 1, 2022. The remaining bridges SAP 064-598-028 (CR 68) and SAP 064-598-029 (CR 52) have an estimated start date of May 1, 2023 with completion by June 15, 2023.

SAP 064-598-027 will be funded \$407,704 from State Bonding and \$36,486.92 from Wheelage Tax or ARP funds, SAP 064-598-028 will be funded \$303,952 from State Bonding and \$105,787.67 from Wheelage Tax or ARP funds, SAP 064-598-029 will be funded \$314,615 from State Bonding and \$15,321.48 from Wheelage Tax or ARP funds, SAP 064-607-048 will be funded \$171,016 from State Bonding and \$290,398.44 from CSAH Regular Funds, and SAP 064-608-029 will be funded \$126,967.61 from State Bonding and \$240,967.61 from CSAH Regular Funds.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

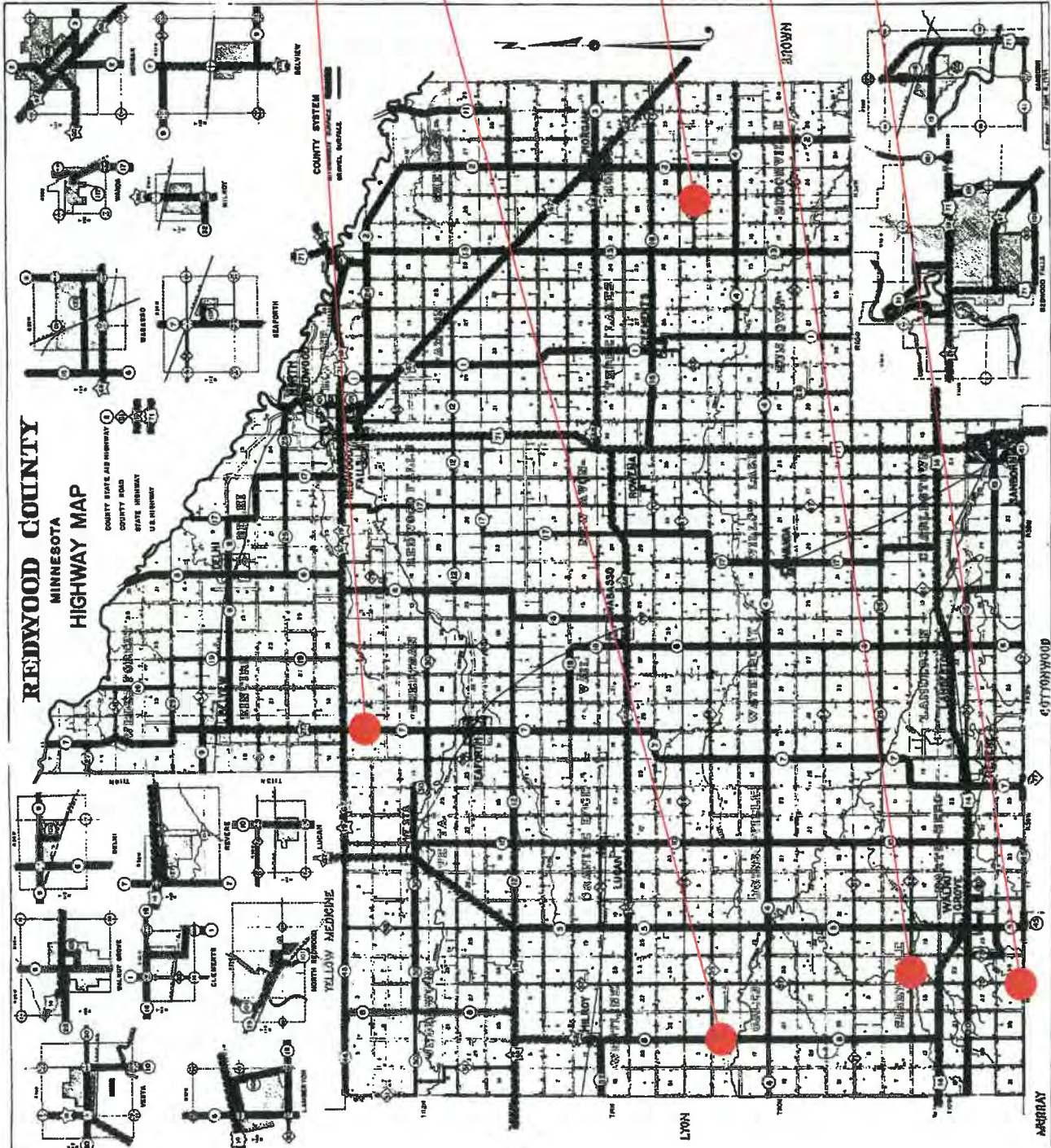
**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

# PROJECT LOCATION



SAP 064-607-048 on CSAH 7.  
 Replace Br. 89812  
 Construct Br. 64J67

SAP 064-608-029 on CSAH 8.  
 Replace Br. 89825  
 Construct Br. 64J71

SAP 064-598-028 on CR 68.  
 Replace Br. 89893  
 Construct Br. 64J72

SAP 064-598-029 on CR 52.  
 Replace Br. 93246  
 Construct Br. 64J69

SAP 064-598-027 on CR 75.  
 Replace Br. 89903  
 Construct Br. 64J70

<b>Contract 22-4</b>	
<b>Bid Name</b>	<b>Total</b>
<b>R and G Construction Co.</b>	<b>\$2,012,844.62</b>
<b>Riley Bros. Construction, Inc.</b>	<b>\$2,052,940.62</b>
<b>Midwest Contracting, LLC</b>	<b>\$2,054,861.50</b>
<b>Minnowa Construction Inc.</b>	<b>\$2,147,197.25</b>
<b>Landwehr Construction, Inc.</b>	<b>\$2,347,321.29</b>
<b>A&amp;C Excavating, LLC</b>	<b>\$2,360,823.12</b>





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Authorize Board Chair and Administrator to Sign Construction Contract		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Authorize County Board Chair and County Administrator to sign awarded construction contract 22-4 for SAP 064-598-027, SAP 064-598-028, SAP 064-598-029, SAP 064-607-048, and SAP 064-608-029 bridge replacement construction project, pending obtaining the signature from the awarded Contractor.

**Background Information:**

Project will consist of bridge replacements on CR 75 between the South County Line and CSAH 20 (SAP 064-598-027), on CR 68 between CSAH 13 and CSAH 2 (SAP 064-598-028), on CR 52 between CR 75 and CSAH 5 (SAP 064-598-029), on CSAH 7 between CSAH 30 and TH 19 (SAP 064-607-048), and on CSAH 8 between CSAH 4 and TH 68 (SAP 064-608-029).

Letting date was 3/10/2022. Estimated construction start date is September 2022 for SAP 064-598-027 (CR 75 Box), SAP 064-607-048 (CSAH 8 Box), and SAP 067-608-029 (CSAH 8 Box) with completion by October 1, 2022. The remaining bridges SAP 064-598-028 (CR 68) and SAP 064-598-029 (CR 52) have an estimated start date of May 1, 2023 with completion by June 15, 2023.

SAP 064-598-027 will be funded \$407,704 from State Bonding and \$36,486.92 from Wheelage Tax or ARP funds, SAP 064-598-028 will be funded \$303,952 from State Bonding and \$105,787.67 from Wheelage Tax or ARP funds, SAP 064-598-029 will be funded \$314,615 from State Bonding and \$15,321.48 from Wheelage Tax or ARP funds, SAP 064-607-048 will be funded \$171,016 from State Bonding and \$290,398.44 from CSAH Regular Funds, and SAP 064-608-029 will be funded \$126,967.61 from State Bonding and \$240,967.61 from CSAH Regular Funds.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

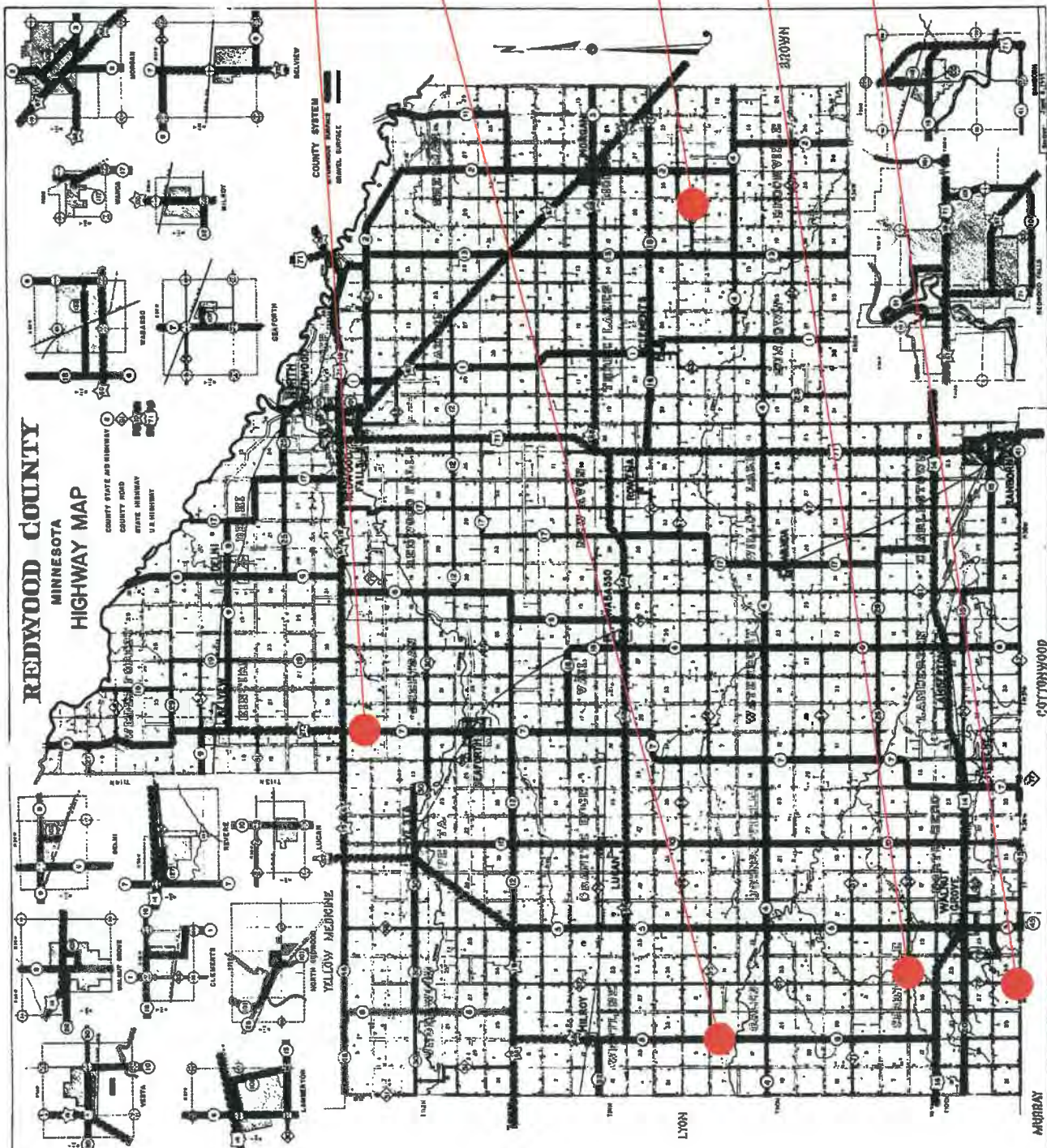
**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

# PROJECT LOCATION



SAP 064-607-048 on CSAH 7.  
 Replace Br. 89812  
 Construct Br. 64J67

SAP 064-608-029 on CSAH 8.  
 Replace Br. 89825  
 Construct Br. 64J71

SAP 064-598-028 on CR 68.  
 Replace Br. 89893  
 Construct Br. 64J72

SAP 064-598-029 on CR 52.  
 Replace Br. 93246  
 Construct Br. 64J69

SAP 064-598-027 on CR 75.  
 Replace Br. 89903  
 Construct Br. 64J70



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Resolution to accept Local Bridge Replacement (LBRP) Bonds		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Pass resolution to accept MnDOT terms of LBRP Grant Agreement for SAP 064-607-048 (replace CSAH 7 Br 89812).

**Background Information:**

See attached resolution to accept LBRP Bond Grant in amount of \$171,016.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

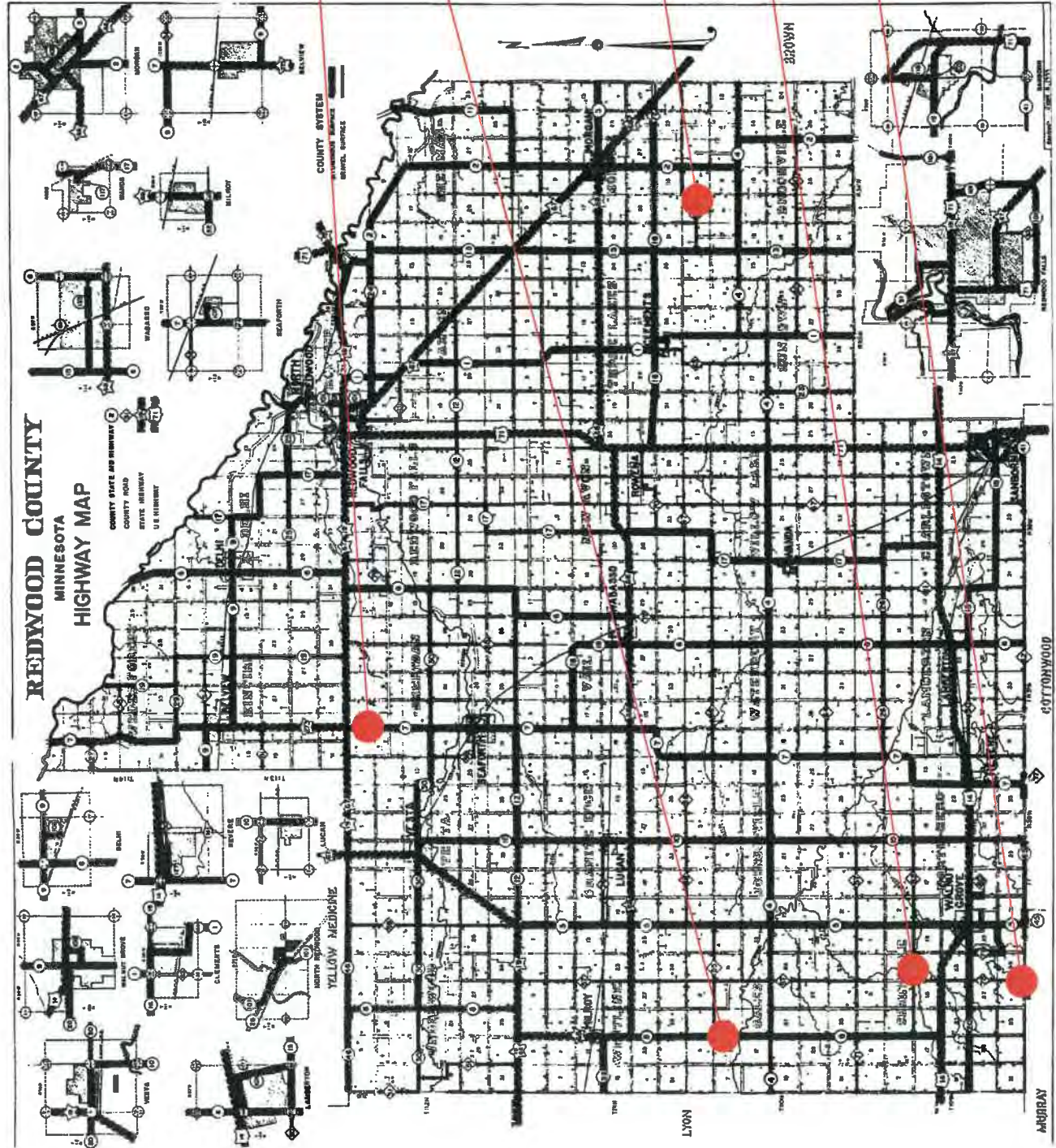
**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

# PROJECT LOCATION



SAP 064-607-048 on CSAH 7.  
 Replace Br. 89812  
 Construct Br. 64J67

SAP 064-608-029 on CSAH 8.  
 Replace Br. 89825  
 Construct Br. 64J71

SAP 064-598-028 on CR 68.  
 Replace Br. 89893  
 Construct Br. 64J72

SAP 064-598-029 on CR 52.  
 Replace Br. 93246  
 Construct Br. 64J69

SAP 064-598-027 on CR 75.  
 Replace Br. 89903  
 Construct Br. 64J70

**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 Authorizing Agreement to State Transportation Fund  
Local Bridge Replacement Program  
Grant Terms and Conditions  
SAP 064-607-048  
April 5, 2022**

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on April 5, 2022 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.64J67; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$171,016.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Redwood County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this 5<sup>th</sup> day of April, 2022

\_\_\_\_\_  
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*

**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**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Authorize signature of MnDOT Agreement for CSAH 7 Br 89812 replacement		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Authorize signature of MnDOT Local Bridge Replacement Program Bond Grant agreement number 1049105 for SAP 064-607-048 (CSAH 7 Br 89812 replacement).

**Background Information:**

See attached MnDOT agreement to accept LBRP Bond Grant in amount of \$171,016.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

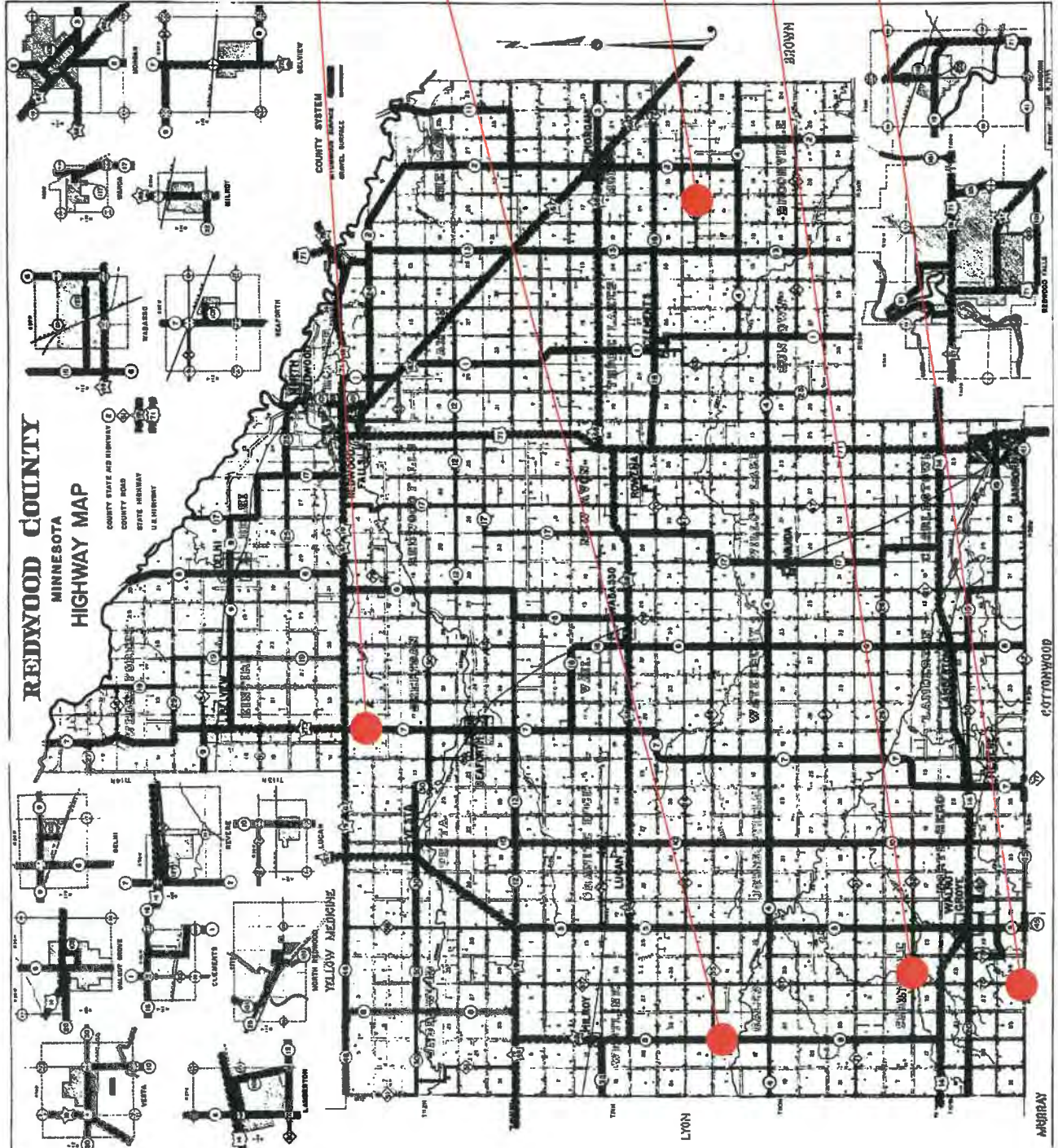
**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

# PROJECT LOCATION



SAP 064-607-048 on CSAH 7  
 Replace Br. 89812  
 Construct Br. 64J67

SAP 064-608-029 on CSAH 8.  
 Replace Br. 89825  
 Construct Br. 64J71

SAP 064-598-028 on CR 68.  
 Replace Br. 89893  
 Construct Br. 64J72

SAP 064-598-029 on CR 52.  
 Replace Br. 93246  
 Construct Br. 64J69

SAP 064-598-027 on CR 75.  
 Replace Br. 89903  
 Construct Br. 64J70



**STATE OF MINNESOTA  
LOCAL BRIDGE REPLACEMENT PROGRAM  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:  
Redwood County Highway Department  
1820 East Bridge Street (PO Box 6)  
Redwood Falls, MN 56283  
Contact: Anthony Sellner, P.E.

**RECITALS**

1. Minnesota Statutes § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. General Funds were appropriated for the Local Bridge Replacement Program in Minnesota Laws 2021, First Special Session, Chapter 5, Article 1, Section 2, Subdivision 4(c)(1).
3. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. § 16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

- 1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
  - 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5. As required by [Minn.Stat. § 16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
  - 1.2 **Expiration Date.** This agreement will expire on **December 31, 2024** or when all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
  - 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.
- 2 **Grantee's Duties**
  - 2.1 Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
  - 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. § 16B.97](#), Subd. 4 (a) (1).
  - 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 3 **Time**
  - 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

#### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed: **\$171,016.00.**

#### 4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
  - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
  - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
  - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
    - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
    - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
    - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
  - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
  - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

#### 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,  
Programs Engineer,

MnDOT State Aid Office  
395 John Ireland Boulevard, MS 500  
St. Paul, MN 55155  
Office: 651-366-3802  
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Anthony Sellner, PE  
Redwood County Engineer  
1820 East Bridge Street (PO Box 6)  
Redwood Falls, MN 56283  
507-637-4056  
[anthony\\_s@co.redwood.mn.us](mailto:anthony_s@co.redwood.mn.us)

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Data Practices and Intellectual Property Rights**

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

## 11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 13 Termination; Suspension

**13.1 Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**13.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**13.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**13.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**15 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

**16 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any

work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## 18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

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

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: Jim Salfer, Redwood County Board Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vicki Knobloch Kletscher, Redwood County Administrator

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE – SAP 064-607-048**

**SOURCES OF FUNDS**

Entity Supplying Funds	Amount
<b>State Funds:</b>	
LBRP General Fund Grant (Acct 360)	\$171,016.00
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$171,016.00</b>
<b>Public Entity Funds:</b>	
<b>Matching Funds</b>	
Local Match	\$290,398.44
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$290,398.44</b>
<b>TOTAL FUNDS</b>	<b>\$461,414.44</b>

**USES OF FUNDS**

Expenses	Amount
<b>Items Paid for with LBRP General Fund Grant</b>	
<b>Funds:</b>	
Bridge Construction	\$171,016.00
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$171,016.00</b>
<b>Items paid for with Non- LBRP General Fund Grant Funds:</b>	
Ex Br. Removal, non-bridge, approach and erosion control, local match br eligible items	\$290,398.44
	\$
<b>Subtotal</b>	<b>\$290,398.44</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$461,414.44</b>

**TOTAL FUNDS** \$461,414.44 = **TOTAL PROJECT COSTS** \$461,414.44



**EXHIBIT B**  
GRANT APPLICATION

Attach the grant application for the project

MnDOT 30809(6/2020)



**APPLICATION FOR BRIDGE FUNDS**

State of Minnesota - Department of Transportation  
 State Aid for Local Transportation

<b>Identification</b>	Project Number	SAP 064-607-048	Old Bridge Number	89812
	New Bridge No.	64J67	Over	JD #33
	County of	Redwood	Road or Street No.	CSAH 7
	Township of	Sheridan	Road or Street Name	CSAH 7
	Municipality of	N/A	Proposed Const Year	2022
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Eligibility</b>	Local Bridge Planning Index (LPI) <u>54</u>			
	NBI Appraisal Ratings: Deck Geometry _____ Approach Roadway <u>8</u> Waterway Adequacy <u>5</u>			
	Date of Council/Board action prioritizing this bridge <u>3/16/2021</u>			
Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>Prioritization</b>	How many people are affected by this deficiency? <u>1000</u>		What is the ADT on this bridge? <u>444</u>	
	Describe the economic importance of replacing this bridge.			
	This bridge serves as a farm to market route on a major collector county roadway, serves local businesses, supports school bus, milk, field access, postal and emergency services routes. This is also a N-S road that spans the county and supports regional truck traffic.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	(Attach additional sheets for explanation if necessary)			
Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
National Register of Historic Places link here: <a href="http://www.nps.gov/history/nr/research/">http://www.nps.gov/history/nr/research/</a>				
<b>Cost Estimate</b>		Eligible Amount		Ineligible Amount
	Structure Costs	\$ 284,863	\$ 0	
	Approach Costs	\$ 0	\$ 123,593	
	Engineering Costs	\$	\$ 28,030	
	Total Costs	\$ 284,863	\$ 151,623	
	Total Project Cost		\$ 436,486	
		12-03-2021		
County/City Engineer		Date		
<b>DSAE</b>	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace <input checked="" type="checkbox"/>	Defer _____	<b>Todd Broadwell</b> <small>District State Aid Engineer Signature</small>	
		<small>Digitaly signed by Todd Broadwell        Date: 2021.12.07 09:28:48 -0600</small>		Date
<b>Approval</b>	STATE AID USE ONLY		Federal-Aid	\$ _____
			State-Aid	\$ _____
			Local/Other	\$ _____
			Town Bridge	\$ _____
			Unallocated Town Bridge	\$ _____
			State Bridge Funds	\$ _____
		Total	\$ _____	

**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Resolution to accept Local Bridge Replacement (LBRP) Bonds		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>		<input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Pass resolution to accept MnDOT terms of LBRP Grant Agreement for SAP 064-598-027 (replace CR 75 Br 89903), SAP 064-598-028 (replace CR 68 Br 89893), and SAP 064-598-029 (replace CR 52 Br 93246).

**Background Information:**

See attached resolution to accept LBRP Bond Grant in amount of \$1,026,271.

Supporting Documents:  Attached  None

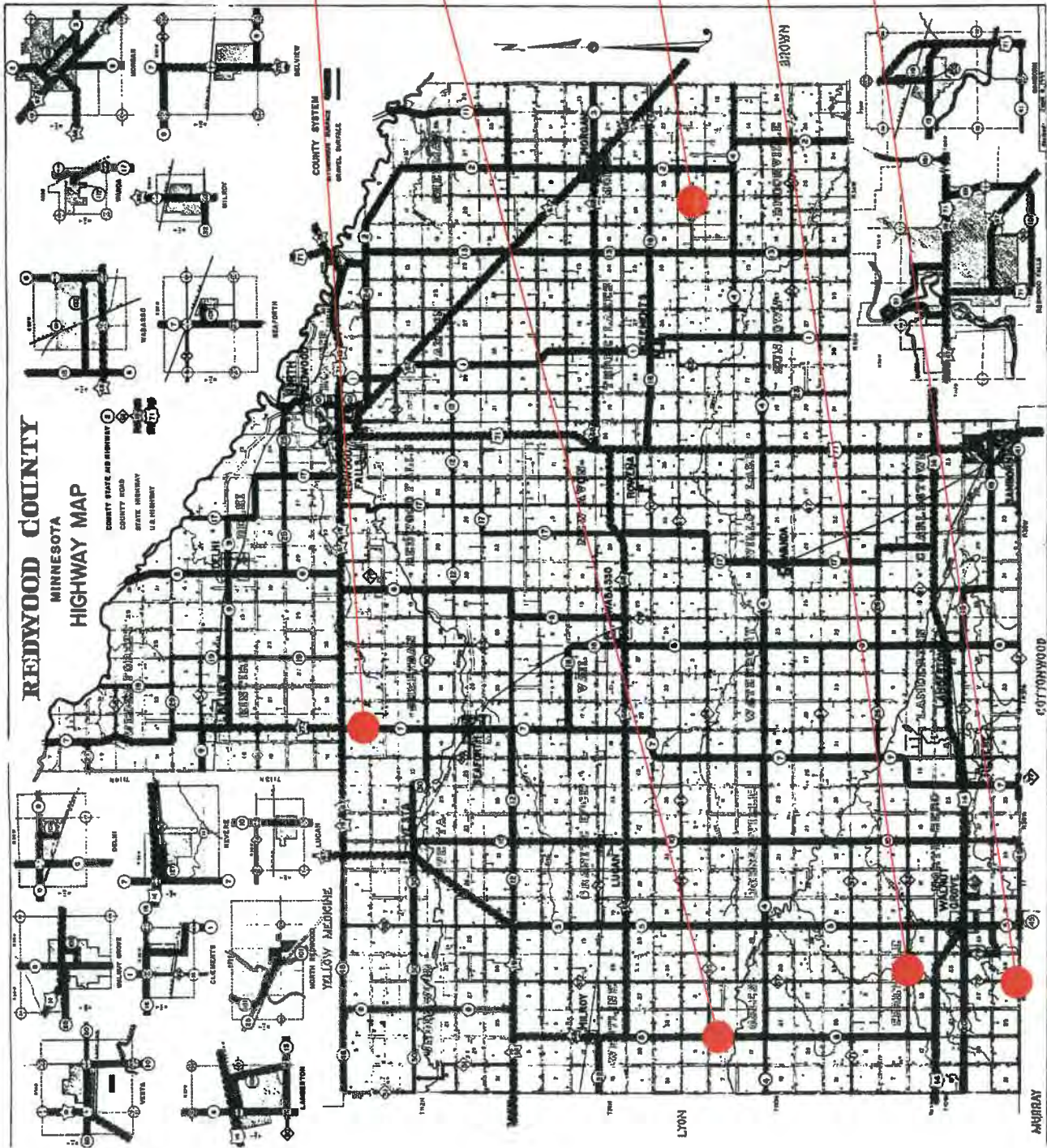
County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

# PROJECT LOCATION



SAP 064-607-048 on CSAH 7.  
 Replace Br. 89812  
 Construct Br. 64J67

SAP 064-608-029 on CSAH 8.  
 Replace Br. 89825  
 Construct Br. 64J71

SAP 064-598-028 on CR 68.  
 Replace Br. 89893  
 Construct Br. 64J72

SAP 064-598-029 on CR 52.  
 Replace Br. 93246  
 Construct Br. 64J69

SAP 064-598-027 on CR 75.  
 Replace Br. 89903  
 Construct Br. 64J70

**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 Authorizing Agreement to State Transportation Fund  
Local Bridge Replacement Program  
Grant Terms and Conditions  
SAP 064-598-027, SAP 064-598-028, SAP 064-598-029  
April 5, 2022**

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on April 5, 2022 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.64J70, 64J72 and 64J69; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$1,026,271.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Redwood County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this 5<sup>th</sup> day of April, 2022

\_\_\_\_\_  
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*

**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**

<b>Requested Board Date:</b> 4/5/22	<b>Originating Dept.:</b> Highway
<b>Preferred 2<sup>nd</sup> Date:</b> NEXT AVAILABLE	
<b>Discussion Item:</b> Authorize signature of MnDOT Agreement for CR 75 Br 89903, CR 68 Br 89893 and CR 52 Br 93246 replacement	<b>Presenter:</b> Anthony Sellner, P.E.
	<b>estimated time needed:</b> 5 mins
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Authorize signature of MnDOT Local Bridge Replacement Program Bond Grant agreement number 1049272 for SAP 064-598-027 (replace CR 75 Br 89903), SAP 064-598-028 (replace CR 68 Br 89893), and SAP 064-598-029 (replace CR 52 Br 93246).

**Background Information:**

See attached resolution to accept LBRP Bond Grant in amount of \$1,026,271.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

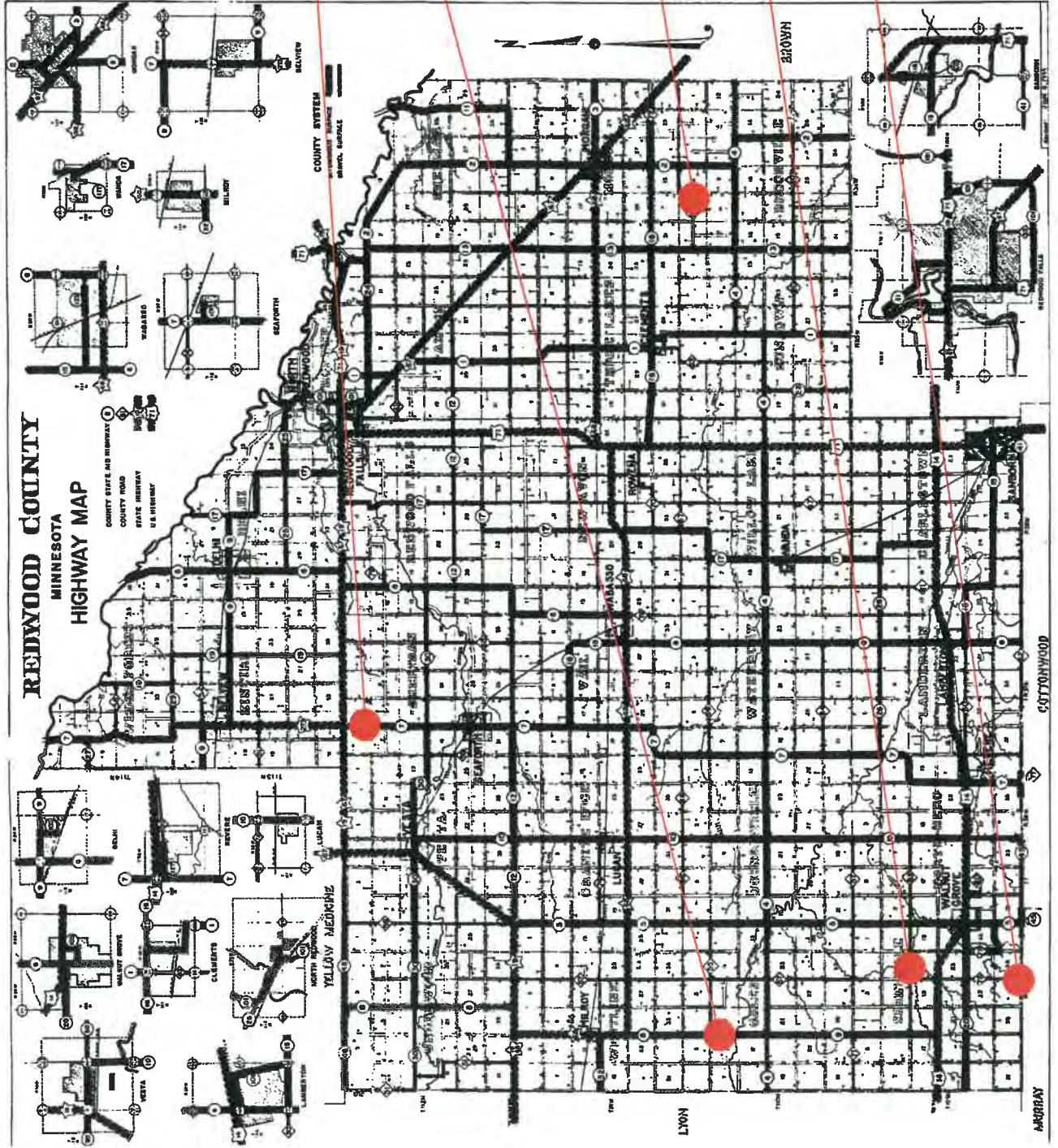
**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

# PROJECT LOCATION



SAP 064-607-048 on CSAH 7  
 Replace Br. 89812  
 Construct Br. 64J67

SAP 064-608-029 on CSAH 8.  
 Replace Br. 89825  
 Construct Br. 64J71

SAP 064-598-028 on CR 68.  
 Replace Br. 89893  
 Construct Br. 64J72

SAP 064-598-029 on CR 52.  
 Replace Br. 93246  
 Construct Br. 64J69

SAP 064-598-027 on CR 75  
 Replace Br. 89903  
 Construct Br. 64J70

**STATE OF MINNESOTA  
LOCAL BRIDGE REPLACEMENT PROGRAM  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:  
Redwood County Highway Department  
1820 East Bridge Street (PO Box 6)  
Redwood Falls, MN 56283  
Contact: Anthony Sellner, P.E.

**RECITALS**

1. Minnesota Statutes § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. General Funds were appropriated for the Local Bridge Replacement Program in Minnesota Laws 2021, First Special Session, Chapter 5, Article 1, Section 2, Subdivision 4(c)(1).
3. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2024** or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibits A-1, A-2, A-3: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

**2 Grantee's Duties**

- 2.1 Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

### 3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed: \$1,026,271.00.

#### 4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
  - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
  - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
  - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
    - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
    - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
    - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
  - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
  - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

### 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

### 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,  
Programs Engineer,  
MnDOT State Aid Office  
395 John Ireland Boulevard, MS 500  
St. Paul, MN 55155  
Office: 651-366-3802  
[marc.briese@state.mn.us](mailto:marc.briese@state.mn.us)

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

## 6.2 Grantee's Authorized Representative is:

Anthony Sellner, PE  
Redwood County Engineer  
1820 East Bridge Street (PO Box 6)  
Redwood Falls, MN 56283  
507-637-4056  
[anthony\\_s@co.redwood.mn.us](mailto:anthony_s@co.redwood.mn.us)

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies

to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

**11 Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**12 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**13 Termination; Suspension**

**13.1 Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**13.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**13.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**13.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**14 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**15 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

**16 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota

Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## 18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be

done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

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



**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: Jim Salfer, Redwood County Board Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vicki Knobloch Kletscher, Redwood County Administrator

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A-1**

**SOURCES AND USES OF FUNDS SCHEDULE  
 SAP 064-598-027**

**SOURCES OF FUNDS**

Entity Supplying Funds	Amount
<b>State Funds:</b>	
LBRP General Fund Grant (Acct 360)	\$407,704.00
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$407,704.00</b>
<b>Public Entity Funds:</b>	
Matching Funds	
Local Match	\$36,486.92
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$36,486.92</b>
<b>TOTAL FUNDS</b>	<b>\$444,190.92</b>

**USES OF FUNDS**

Expenses	Amount
<b>Items Paid for with LBRP General Fund Grant</b>	
<b>Funds:</b>	
Bridge Construction	\$407,704.00
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$407,704.00</b>
<b>Items paid for with Non-LBRP General Fund Grant Funds:</b>	
Ex Br. Removal, non-bridge, approach and erosion control:	\$36,486.92
	\$
	\$
<b>Subtotal</b>	<b>\$36,486.92</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$444,190.92</b>

=

**EXHIBIT A-2**

**SOURCES AND USES OF FUNDS SCHEDULE  
 SAP 064-598-028**

**SOURCES OF FUNDS**

<b>Entity Supplying Funds</b>	<b>Amount</b>
<b>State Funds:</b>	
LBRP General Fund Grant	\$303,952.00
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$303,952.00</b>
<b>Public Entity Funds:</b>	
Matching Funds	
Local Match	\$105,787.67
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$105,787.67</b>
<b>TOTAL FUNDS</b>	<b>\$409,739.67</b>

**USES OF FUNDS**

<b>Expenses</b>	<b>Amount</b>
<b>Items Paid for with LBRP General Fund Grant Funds:</b>	
Bridge Construction	\$303,952.00
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$303,952.00</b>
<b>Items paid for with Non- LBRP General Fund Grant Funds:</b>	
Ex Br. Removal, non-bridge, approach and erosion control	\$105,787.67
	\$
	\$
<b>Subtotal</b>	<b>\$105,787.67</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$409,739.67</b>

=

**EXHIBIT A-3**

**SOURCES AND USES OF FUNDS SCHEDULE  
 SAP 064-598-029**

**SOURCES OF FUNDS**

<b>Entity Supplying Funds</b>	<b>Amount</b>
<b>State Funds:</b>	
LBRP General Fund Grant (Acct 360)	\$314,615.00
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$314,615.00</b>
<b>Public Entity Funds:</b>	
Matching Funds	
Local Match	\$15,321.48
Other:	
	\$
	\$
<b>Subtotal</b>	<b>\$15,321.48</b>
<b>TOTAL FUNDS</b>	<b>\$329,936.48</b>

**USES OF FUNDS**

<b>Expenses</b>	<b>Amount</b>
<b>Items Paid for with LBRP General Fund Grant</b>	
<b>Funds:</b>	
Bridge Construction	\$314,615.00
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$314,615.00</b>
<b>Items paid for with Non- LBRP General Fund Grant Funds:</b>	
Ex Br. Removal, non-bridge, approach and erosion control	\$15,321.48
	\$
<b>Subtotal</b>	<b>\$15,321.48</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$329,936.48</b>

=

**EXHIBIT B**

**GRANT APPLICATION**

Attach the grant application for the project

MnDOT 30809(6/2020)



### APPLICATION FOR BRIDGE FUNDS

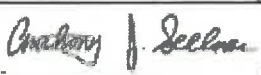
State of Minnesota - Department of Transportation  
 State Aid for Local Transportation

<b>Identification</b>	Project Number	<u>SAP 064-598-027</u>	Old Bridge Number	<u>89903</u>	
	New Bridge No.	<u>64J70</u>	Over	<u>Unnamed Stream</u>	
	County of	<u>Redwood</u>	Road or Street No.	<u>County Road 75</u>	
	Township of	<u>Springdale</u>	Road or Street Name	<u>County Road 75</u>	
	Municipality of	<u>N/A</u>	Proposed Const Year	<u>2022</u>	
	Does the municipality have a population of 5,000 or less? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<b>Eligibility</b>	Local Bridge Planning Index (LPI) <u>46</u>				
	NBI Appraisal Ratings: Deck Geometry <u>6</u> Approach Roadway <u>7</u> Waterway Adequacy <u>6</u>				
	Date of Council/Board action prioritizing this bridge <u>3/16/2021</u>				
Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>Prioritization</b>	How many people are affected by this deficiency? <u>200</u> What is the ADT on this bridge? <u>50</u>				
	Describe the economic importance of replacing this bridge.				
	Bridge is currently load posted 24-40-40.  This bridge serves as a farm to market route for local businesses, and supports school bus, milk, field access, postal and emergency services routes.				
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	(Attach additional sheets for explanation if necessary)				
	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
National Register of Historic Places link here: <a href="http://www.nps.gov/history/nr/research/">http://www.nps.gov/history/nr/research/</a>					
<b>Cost Estimate</b>		Eligible Amount		Ineligible Amount	
	Structure Costs	\$397,942.00		\$0	
	Approach Costs	\$0		\$63,138.50	
	Engineering Costs	\$0		\$42,220	
	Total Costs	\$397,942.00		\$105,358.50	
	Total Project Cost	\$ 503,300.50			
<div style="display: flex; justify-content: space-between;"> <span><i>Anthony J. Seelma</i> County/City Engineer</span> <span>12/23/2021 Date</span> </div>					
<b>DSAE</b>	DISTRICT STATE AID ENGINEER RECOMMENDATION				
	Replace <input checked="" type="checkbox"/>	Defer <input type="checkbox"/>	<u>Todd Broadwell</u> District State Aid Engineer Signature	Digitally signed by Todd Broadwell Date: 2022.01.03 09:21:28 -06'00' Date	
<b>Approval</b>	STATE AID USE ONLY				
		Federal-Aid	\$		
		State-Aid	\$		
		Local/Other	\$		
		Town Bridge	\$		
		Unallocated Town Bridge	\$		
	State Bridge Funds	\$			
	Total	\$			

MnDOT 30809(6/2020)



**APPLICATION FOR BRIDGE FUNDS**  
 State of Minnesota - Department of Transportation  
 State Aid for Local Transportation


<b>Identification</b>	Project Number	SAP 064-598-028	Old Bridge Number	89893
	New Bridge No.	64J72	Over	County Ditch 30
	County of	Redwood	Road or Street No.	County Road 68
	Township of	Brockville	Road or Street Name	County Road 68
	Municipality of	N/A	Proposed Const Year	2022
	Does the municipality have a population of 5,000 or less? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Eligibility</b>	Local Bridge Planning Index (LPI) <u>47</u>			
	NBI Appraisal Ratings: Deck Geometry _____ Approach Roadway <u>5</u> Waterway Adequacy <u>8</u>			
	Date of Council/Board action prioritizing this bridge <u>3/16/2021</u>			
Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>Prioritization</b>	How many people are affected by this deficiency? <u>200</u>		What is the ADT on this bridge? <u>&lt;50</u>	
	Describe the economic importance of replacing this bridge.			
	This bridge serves as a farm to market route for local businesses, and supports school bus, milk, field access, postal and emergency services routes.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
(Attach additional sheets for explanation if necessary)				
Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
National Register of Historic Places link here: <a href="http://www.nps.gov/history/nr/research/">http://www.nps.gov/history/nr/research/</a>				
<b>Cost Estimate</b>		Eligible Amount		Ineligible Amount
	Structure Costs	\$ 271,407	\$ 0	
	Approach Costs	\$ 0	\$ 104,814.50	
	Engineering Costs	\$ 0	\$ 24,640.00	
	Total Costs	\$ 315,496.00	\$ 129,454.50	
	Total Project Cost		\$ 400,861.50	
 County/City Engineer		12/30/2021 Date		
<b>DSAE</b>	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace <input checked="" type="checkbox"/>	Defer _____	<b>Todd Broadwell</b>	Digitally signed by Todd Broadwell Date: 2022.01.04 08:26:58 -06:00
<b>Approval</b>			District State Aid Engineer Signature	Date
	STATE AID USE ONLY		Federal-Aid	\$ _____
			State-Aid	\$ _____
			Local/Other	\$ _____
			Town Bridge	\$ _____
			Unallocated Town Bridge	\$ _____
			State Bridge Funds	\$ _____
		Total	\$ _____	

MnDOT 30809(6/2020)



**APPLICATION FOR BRIDGE FUNDS**

State of Minnesota - Department of Transportation  
 State Aid for Local Transportation

<b>Identification</b>	Project Number	SAP 064-598-029	Old Bridge Number	93246
	New Bridge No.	84J89	Over	Unnamed Stream
	County of	Redwood	Road or Street No.	County Road 52
	Township of	Springdale	Road or Street Name	County Road 52
	Municipality of	N/A	Proposed Const Year	2022
	Does the municipality have a population of 5,000 or less? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Eligibility</b>	Local Bridge Planning Index (LPI) <u>52</u>			
	NBI Appraisal Ratings: Deck Geometry _____ Approach Roadway <u>8</u> Waterway Adequacy <u>6</u>			
	Date of Council/Board action prioritizing this bridge <u>3/16/2021</u>			
	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>Prioritization</b>	How many people are affected by this deficiency? <u>175</u>		What is the ADT on this bridge? <u>&lt;50</u>	
	Describe the economic importance of replacing this bridge.			
	<p>This bridge serves as a farm to market route for local businesses, and supports school bus, milk, field access, postal and emergency services routes.</p>			
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	(Attach additional sheets for explanation if necessary)			
<b>Cost Estimate</b>			Eligible Amount	Ineligible Amount
	Structure Costs	\$ 315,495.00	\$0	\$0
	Approach Costs	\$0	\$37,064.00	\$37,064.00
	Engineering Costs	\$0	\$24,640.00	\$24,640.00
	Total Costs	\$ 315,495.00	\$61,704.00	\$61,704.00
	Total Project Cost		\$ 377,200.00	
	 County/City Engineer		<u>12/23/2021</u> Date	
<b>DSAE</b>	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace <input checked="" type="checkbox"/>	Defer <input type="checkbox"/>	<b>Todd Broadwell</b>	Digitally signed by Todd Broadwell Date: 2022.01.03 12:02:36 -0600
<b>Approval</b>	STATE AID USE ONLY		Federal-Aid	\$
			State-Aid	\$
			Local/Other	\$
			Town Bridge	\$
			Unallocated Town Bridge	\$
			State Bridge Funds	\$
			Total	\$



**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Resolution to accept Local Bridge Replacement (LBRP) Bonds		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>			
<input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Pass resolution to accept MnDOT terms of LBRP Grant Agreement for SAP 064-608-029 (replace CSAH 8 Br 89825).

**Background Information:**

See attached resolution to accept LBRP Bond Grant in amount of \$126,595.50.

Supporting Documents:  Attached  None

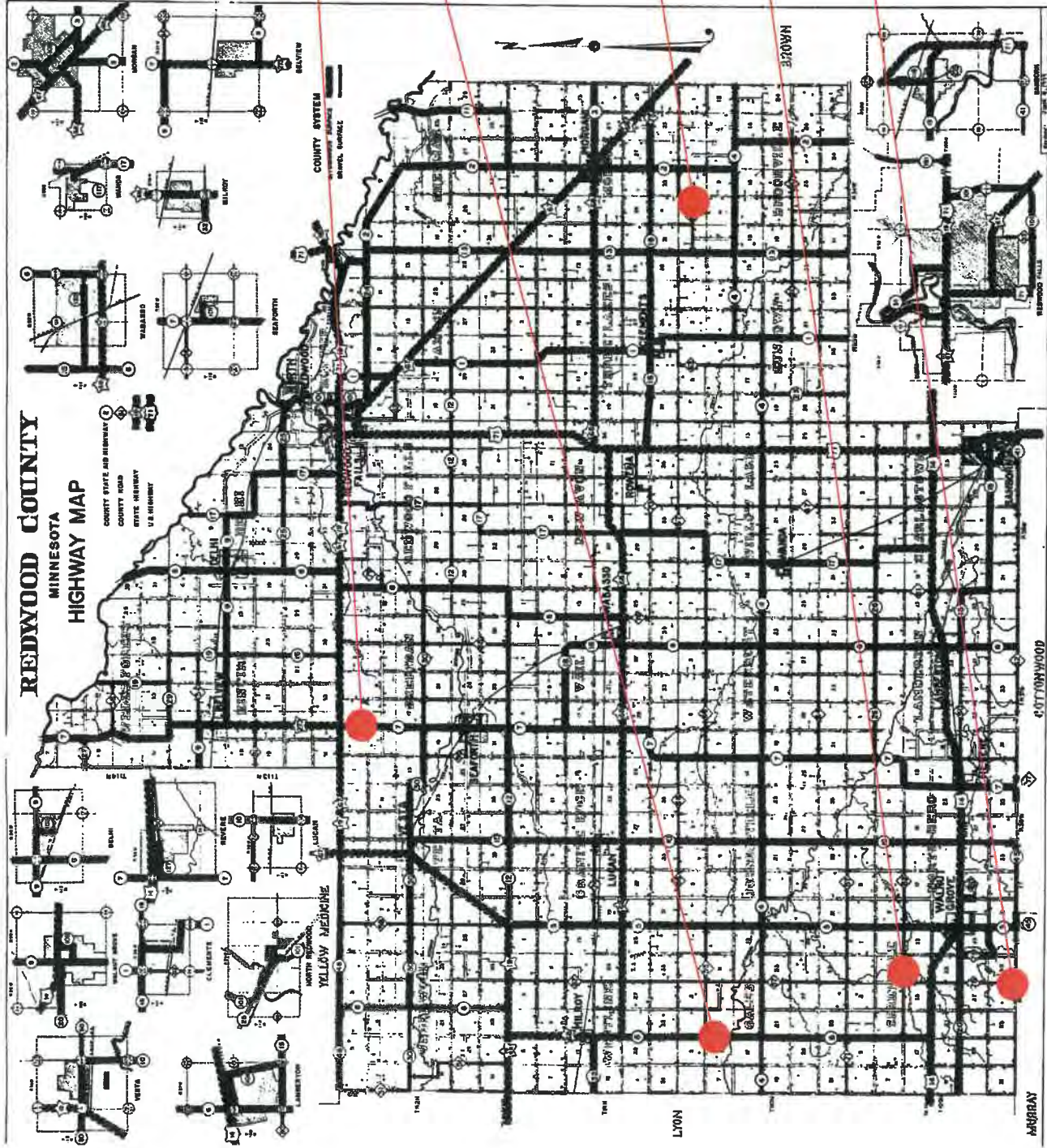
County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

# PROJECT LOCATION



SAP 064-607-048 on CSAH 7.  
 Replace Br. 89812  
 Construct Br. 64J67

SAP 064-608-029 on CSAH 8.  
 Replace Br. 89825  
 Construct Br. 64J71

SAP 064-598-028 on CR 68.  
 Replace Br. 89893  
 Construct Br. 64J72

SAP 064-598-029 on CR 52.  
 Replace Br. 93246  
 Construct Br. 64J69

SAP 064-598-027 on CR 75.  
 Replace Br. 89903  
 Construct Br. 64J70

**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 Authorizing Agreement to State Transportation Fund  
Local Bridge Replacement Program  
Grant Terms and Conditions  
SAP 064-608-029  
April 5, 2022**

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on April 5, 2022 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.64J71; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$126,595.50 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Redwood County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this 5<sup>th</sup> day of April, 2022

\_\_\_\_\_  
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*

**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**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Authorize signature of MnDOT Agreement for CSAH 8 Br 89825 replacement		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Authorize signature of MnDOT Local Bridge Replacement Program Bond Grant agreement number 1049299 for SAP 064-608-029 (CSAH 8 Br 89825 replacement).

**Background Information:**

See attached MnDOT agreement to accept LBRP Bond Grant in amount of \$126,595.50.

Supporting Documents:  Attached  None

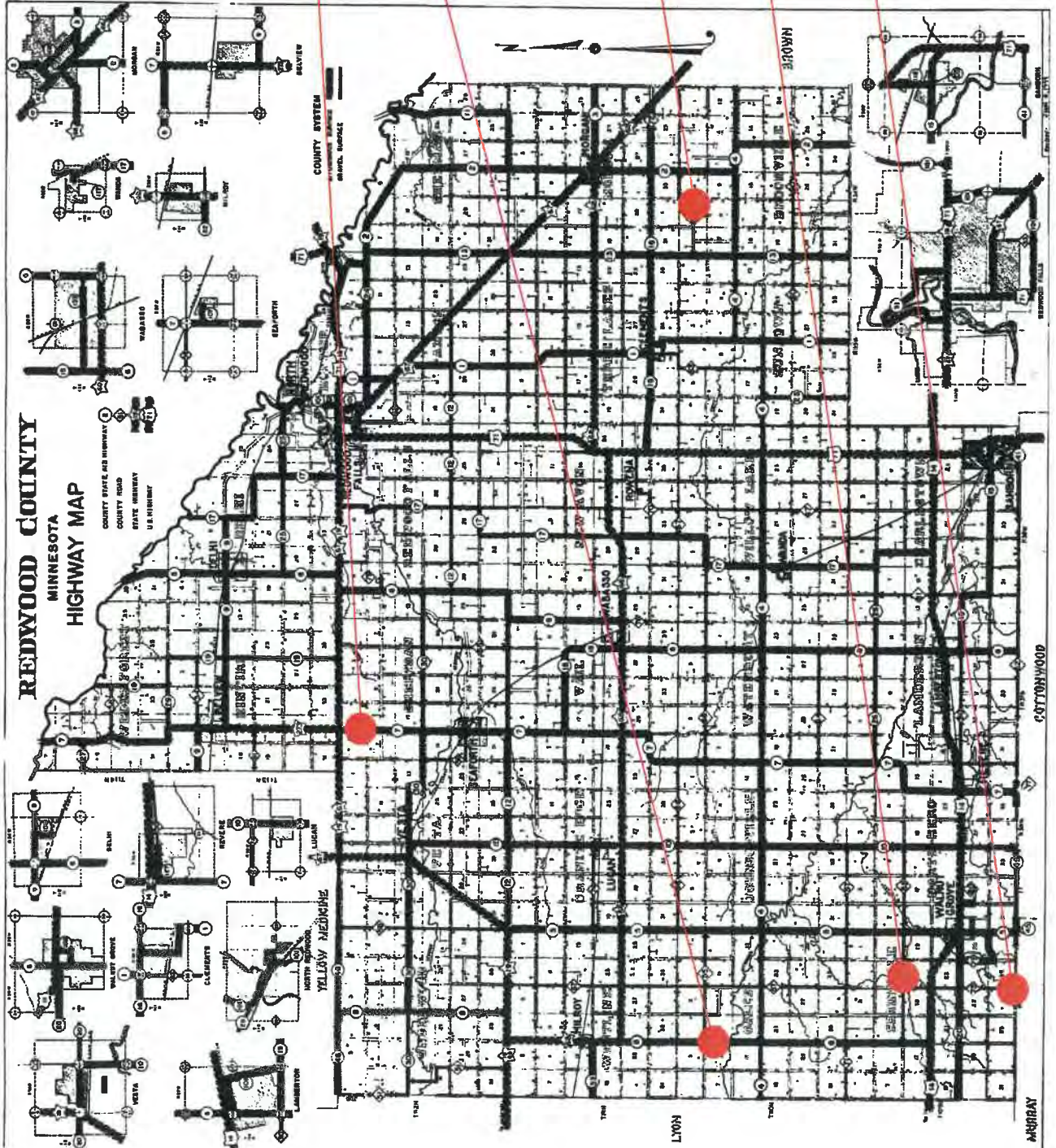
County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

# PROJECT LOCATION



SAP 064-607-048 on CSAH 7.  
 Replace Br. 89812  
 Construct Br. 64J67

SAP 064-608-029 on CSAH 8.  
 Replace Br. 89825  
 Construct Br. 64J71

SAP 064-598-028 on CR 68.  
 Replace Br. 89893  
 Construct Br. 64J72

SAP 064-598-029 on CR 52.  
 Replace Br. 93246  
 Construct Br. 64J69

SAP 064-598-027 on CR 75.  
 Replace Br. 89903  
 Construct Br. 64J70



**STATE OF MINNESOTA  
LOCAL BRIDGE REPLACEMENT PROGRAM  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:  
Redwood County Highway Department  
1820 East Bridge Street (PO Box 6)  
Redwood Falls, MN 56283  
Contact: Anthony Sellner, P.E.

**RECITALS**

1. Minnesota Statutes § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. General Funds were appropriated for the Local Bridge Replacement Program in Minnesota Laws 2021, First Special Session, Chapter 5, Article 1, Section 2, Subdivision 4(c)(1).
3. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

- 1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
  - 1.1 Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
  - 1.2 Expiration Date.** This agreement will expire on **December 31, 2024** or when all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.3 Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
  - 1.4 Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.
- 2 Grantee's Duties**
  - 2.1** Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
  - 2.2** Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
  - 2.3 Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 3 Time**
  - 3.1** Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

#### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed: **\$126,595.50.**

#### 4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
  - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
  - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
  - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
    - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
    - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
    - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
  - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
  - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

#### 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,  
Programs Engineer,

MnDOT State Aid Office  
395 John Ireland Boulevard, MS 500  
St. Paul, MN 55155  
Office: 651-366-3802  
[marc.briese@state.mn.us](mailto:marc.briese@state.mn.us)

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

## 6.2 Grantee's Authorized Representative is:

Anthony Sellner, PE  
Redwood County Engineer  
1820 East Bridge Street (PO Box 6)  
Redwood Falls, MN 56283  
507-637-4056  
[anthony\\_s@co.redwood.mn.us](mailto:anthony_s@co.redwood.mn.us)

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

**7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**7.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

**7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

**10.1 Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

**11 Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**12 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**13 Termination; Suspension**

**13.1 Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**13.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**13.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**13.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**14 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**15 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

**16 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any

work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## 18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

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

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: Jim Salfer, Redwood County Board Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vicki Knobloch Kletscher, Redwood County Administrator

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE  
 SAP 064-608-029**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with LBRP General Fund Grant</b>	
LBRP General Fund Grant (Acct 360)	\$126,595.50		
<b>Other:</b>		<b>Funds:</b>	
	\$	Bridge Construction	\$126,595.50
	\$		\$
	\$		\$
	\$		\$
<b>Subtotal</b>	<b>\$126,595.50</b>	<b>Subtotal</b>	<b>\$126,595.50</b>
<b>Public Entity Funds:</b>		<b>Items paid for with Non- LBRP General Fund Grant Funds:</b>	
<b>Matching Funds</b>		<b>Ex Br. Removal, non-bridge, approach and erosion control, local match br. eligible items</b>	
Local Match	\$240,967.61		\$240,967.61
<b>Other:</b>			
	\$		
	\$		
<b>Subtotal</b>	<b>\$240,967.61</b>	<b>Subtotal</b>	<b>\$240,967.61</b>
<b>TOTAL FUNDS</b>	<b>\$367,563.11</b>	<b>TOTAL PROJECT COSTS</b>	<b>\$367,563.11</b>



**EXHIBIT B**

**GRANT APPLICATION**

Attach the grant application for the project

MnDOT 30809(6/2020)



**APPLICATION FOR BRIDGE FUNDS**  
State of Minnesota - Department of Transportation  
State Aid for Local Transportation

<b>Identification</b>	Project Number	SAP 064-608-029	Old Bridge Number	89825
	New Bridge No.	64J71	Over	Unnamed Stream
	County of	Redwood	Road or Street No.	CSAH 8
	Township of	Gales	Road or Street Name	CSAH 8
	Municipality of	N/A	Proposed Const Year	2022
	Does the municipality have a population of 5,000 or less? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Eligibility</b>	Local Bridge Planning Index (LPI) <u>55</u>			
	NBI Appraisal Ratings: Deck Geometry _____ Approach Roadway <u>7</u> Waterway Adequacy <u>6</u>			
	Date of Council/Board action prioritizing this bridge <u>3/16/2021</u>			
Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>Prioritization</b>	How many people are affected by this deficiency? <u>400</u>		What is the ADT on this bridge? <u>435</u>	
	Describe the economic importance of replacing this bridge.			
	This bridge serves as a farm to market route for local businesses, and supports school bus, milk, field access, postal and emergency services routes. The route also serves as a rural minor collector for Redwood County.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? (Attach additional sheets for explanation if necessary)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Is the township net tax capacity less than \$300,000?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
National Register of Historic Places link here: <a href="http://www.nps.gov/history/nhr/research/">http://www.nps.gov/history/nhr/research/</a>				
<b>Cost Estimate</b>		Eligible Amount		Ineligible Amount
	Structure Costs	\$ 269,213	\$ 0	
	Approach Costs	\$ 0	\$ 139,950	
	Engineering Costs	\$ 0	\$ 42,220	
	Total Costs	\$ 269,213	\$ 182,170	
	Total Project Cost		\$ 451,383	
_____ County/City Engineer		_____ Date		
01/03/2021				
<b>DSAE</b>	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace <input checked="" type="checkbox"/>	Defer _____	_____ District State Aid Engineer Signature	
<b>Approval</b>	STATE AID USE ONLY		Federal-Aid	\$ _____
			State-Aid	\$ _____
			Local/Other	\$ _____
			Town Bridge	\$ _____
			Unallocated Town Bridge	\$ _____
			State Bridge Funds	\$ _____
			Total	\$ _____

**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/2022	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Approve Clements Construction and Maintenance Agreement		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Approve Redwood County and City of Clements Construction and Maintenance Agreement for CSAH 1 and CR 63.

**Background Information:**

The previous agreement dated 1957, and is being updated for the proposed 2022 Construction projects on CSAH 1 and CR 63. Notably, the City will be responsible for snow removal from sides of roadway, maintenance and replacement of the storm sewer, detention basin (including mowing and tree removal), curb and gutter, sidewalk, trees, light poles and electric and all sanitary and watermain.

The City's estimated cost for these two project is:  
 CSAH 1 Design - \$35,200  
 CSAH 1 Construction - \$297,904  
 CR 63 - Design - \$3,000  
 CR 63 - Construction - \$16,380  
 Total City Cost in 2022 = \$352,484

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

**CONSTRUCTION AND MAINTENANCE COOPERATIVE AGREEMENT  
BETWEEN THE CITY OF CLEMENTS AND REDWOOD COUNTY FOR  
RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 1 FROM CSAH 16 TO SOUTH  
CITY LIMITS  
AND RECONSTRUCTION OF COUNTY ROAD 63 FROM CSAH 16 TO SOUTH STREET**

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of 2022 <sup>March</sup> "Effective Date" by and between the City of Clements hereinafter referred to as the "Municipality" and the County of Redwood hereinafter referred to as the "County".

WHEREAS, County State Aid Highway ("CSAH") 1 and County Road ("CR") 63 have deteriorated street sections that are in need of replacement; and

WHEREAS, reconstruction of CSAH 1 and CR 63 is necessary to support citizens and businesses; and

WHEREAS, the County, in collaboration with the Municipality, has developed construction plans for CSAH 1 and CR 63 located within the Municipality limits, hereinafter referred to as "2022 Construction Plans" or "Project"; and

WHEREAS, it is deemed to be in the best interest of all parties that the duties and responsibilities of both the County and Municipality be clearly defined;

NOW, THEREFORE IT IS AGREED with regard to said Project:

1. Term of Agreement: The term of this Agreement shall commence on the Effective Date, and shall not terminate until a new agreement is accepted by both parties in writing.
2. Scope of Work and Responsibilities of Each Party:
  - a. That the County will:
    - i. Be responsible for the initial construction cost of all State Aid eligible construction items and all construction items not listed as "City of Clements" in the Statement of Estimated Quantities in the signed 2022 Construction Plans;
    - ii. Furnish all engineering, supervision, and other administrative expense incidental to any construction or maintenance of the roadways referenced in the Project except as provided herein;
    - iii. On properly authorized projects, pay out of funds provided for that purpose all costs of grading, subgrade correction, base and bituminous work, for the full width of the street, between curb and gutter line as established, but not including said curb and gutter; and
    - iv. Pay all costs of approved routine roadway maintenance, including chip sealing, patching and snow plowing the driving lanes of the roadway, excluding snow removal from roadway as provided herein; and
    - v. Complete no work of any sort, except routine roadway maintenance, before the plans for work have been submitted and approved by Municipality's Council.
  - b. That the Municipality will:
    - i. Be responsible for the cost and payment to the County for construction items as outlined in the 2022 Construction Plan, Statement of Estimated Quantities Non-Participating, "City of Clements" column;
    - ii. Be responsible for the cost and payment to the County for engineering, construction inspection and contract administration services for said "City of Clements" construction items;

CONSTRUCTION AND MAINTENANCE COOPERATIVE AGREEMENT  
CITY OF CLEMENTS AND REDWOOD COUNTY

- iii. Make payment of the final amount due by the Municipality, subject to change based on actual construction costs, within 30 days of invoice issued by County;
- iv. Have all future utility repair or replacements require full depth street section repair to match in-place conditions. Should Municipality fail to properly replace the street section and surface, it is hereby agreed County will have the work done and Municipality hereby agrees to pay for said work within 30 days of receipt of invoice;
- v. In any portion of the municipality which is not built up, where it is mutually agreed that curb and gutter and storm sewer is not needed, permit side ditch sections for drainage within the right of way at least two feet deep and four feet wide at the bottom;
- vi. Construct and maintain all culverts and crossings across such ditches;
- vii. Maintain and replace deteriorated curb and gutter sections after initial construction is complete in 2022;
- viii. Pay for all construction and maintenance costs for curb and gutter, storm sewer and catch basins on future construction projects;
- ix. Maintain and replace deteriorated sidewalk after initial construction;
- x. Maintain and/or remove all trees along roadway in boulevards;
- xi. Be responsible for removing snow by hauling on CSAH 1 and CR 63 at its own expense; and
- xii. Complete lawn mowing and weed control of boulevard grass;
- xiii. Maintain the detention basin after construction, including mowing, tree growth and weed control;
- xiv. Collaborate with the County and conduct engineering analysis to expand the detention basin if needed to support additional local storm water drainage improvements in the future;
- xv. Maintain and replace storm sewer system after initial construction, including cleaning of the storm sewer system;
- xvi. Maintain ownership of existing abandoned water main or sewer pipe in the ground and pay for all costs associated with any filling and bulkheading or removal of said pipe in the future, including special costs to remove transite pipe or other pipe; and
- xvii. Take ownership of light poles after construction, including all electric payments, bulb replacements, painting, pole maintenance and replacement, pole knockdowns and relocations in the future.

3. Authorized Representatives:

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

b. *Redwood County's Authorized Representative* is

Name: Anthony Sellner or his/her successor.  
Title: County Engineer  
Street: 1820 East Bridge Street  
Address:  
City State Zip: Redwood Falls, MN 56283  
Telephone: 507-637-4056  
Email: [Anthony\\_s@co.redwood.mn.us](mailto:Anthony_s@co.redwood.mn.us)

c. *Municipality's Authorized Representative* is:

Name: Tom Groebner or his/her successor.  
Title: Mayor  
Street Address: 106 Pine Street  
City State Zip: Clements, MN 56224  
Telephone: 507-430-0160  
Email: [cityofclements@gmail.com](mailto:cityofclements@gmail.com)

CONSTRUCTION AND MAINTENANCE COOPERATIVE AGREEMENT  
CITY OF CLEMENTS AND REDWOOD COUNTY

4. **Liability:** Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of Local Government is governed by Minn. Stat. Chapter 466 and other applicable law.
5. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of County and Municipality relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
6. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Redwood County, Minnesota.
7. **Government Data Practices:** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
8. **Assignment and Amendments:**
  - a. *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
  - b. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
9. **Waiver; Agreement Complete:**
  - a. *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
  - b. *Contract Complete.* This Agreement and the 2022 Construction Plans contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

City of Clements

 3/14/22

Mayor

Date



3/14/22

City Clerk

Date

Redwood County

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Redwood County Attorney

By: 

Date: 03.17.2022



## A G R E E M E N T

THIS AGREEMENT made and entered into by and between the Village of  
Clements hereinafter referred to as the "Municipality"  
and the County of Redwood hereinafter referred to as the  
"County".

WHEREAS, Chapter 943, Minnesota Session Laws of 1957 permits the  
County to designate certain roads and streets within the Municipality as  
County State Aid Highways, and

WHEREAS, the Municipality has concurred in the designation of the  
County State Aid Highways within its limits as identified in the County  
Board's resolution of August 6, 1957, and

WHEREAS, it is deemed to the best interest of all parties that the  
duties and responsibilities of both the Municipality and the County to be  
clearly defined,

NOW, THEREFORE, IT IS AGREED with regard to said County State Aid  
Highways:

That the County will furnish all engineering, supervision and other  
administrative expense incident to any construction or maintenance of the same.

That the County will on properly authorized projects, pay out of  
funds provided for that purpose all costs of grading, subgrade correction,  
base and bituminous work, for the full width of the street, between the curb  
and gutter line as established by the City or Village, but not including  
said curb and gutter.

That the County will pay all costs of approved maintenance, including  
snow plowing.

That the Municipality will pay all construction and maintenance costs  
for curb and gutter, sewer, storm sewer, catch basins, or other public utilities.

That in any portion of the Municipality which is not built up, where  
it is mutually agreed that curb and gutter is not needed, the Municipality will  
permit side ditches within the right of way at least two feet (2') deep and  
four feet (4') wide at the bottom, and the Municipality will construct and  
maintain all culverts and crossings across such ditches.

That when the Municipality deems it desirable to remove snow by  
hauling, it shall do so at its own expense.

That the minimum width of all streets built under this agreement  
shall be forty-four feet (44'), and that the maximum width shall be as agreed  
upon for each project.

That the Municipality will install water mains, sewer mains and all  
house connections for both water and sewer to a point back of the curb line  
before any grading shall be done. When it becomes necessary for the Muni-  
cipality to dig up any sewer or water pipe for repair or to install same, they

hereby agree to replace the street surface in as good condition as before. Should the Municipality fail to properly replace the street surface, it is hereby agreed that the County Highway Engineer may have the work done and the Municipality hereby agrees to pay for it upon receipt of a properly executed bill.

That no work of any sort, except routine maintenance and sealing shall be done before the plans for same have been submitted to the Municipality's Council and they approve same.

That the Municipality hereby agrees to abide by an regulations of the Bureau of Public Roads of the United States of America where such is applicable to Federal Aid Secondary Roads.

ADOPTED:

August 14, 1957.

Joe P. G. B.  
Mayor (President)

ATTEST:

Clarence Jensen  
Village Clerk

**C E R T I F I C A T I O N**

I hereby certify that the above is a true and correct copy of a resolution duly passed, adopted and approved by the Village Council of said Village on August 14, 1957.

Clarence Jensen  
Village Clerk

Village of Clements  
Name of Village

APPROVED AND ACCEPTED:

COUNTY OF \_\_\_\_\_  
H. F. Beckman  
Chairman of the County Board

ATTEST:

\_\_\_\_\_  
County Auditor

*Returned signed copy  
to Mayor on 16 Oct. 57  
Richard Cook*



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Award bid for CSAH1 Reconstruction in Clements (SAP 064-601-017)		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Award construction for the CSAH1 Reconstruction in Clements (SAP 064-601-017) to low bidder, R&G Construction Co.

**Background Information:**

Project consists of 0.78 miles of mixed urban/rural reconstruct to a 10-ton design standard through the City of Clements, from CSAH 16 to the South City limits line, including construction of a detention basin on the north side of CSAH 16.

Project bids were as follows:  
 Engineers Estimate: \$2,924,288.30      R&G Construction: \$3,375,084.03      Duinink: \$3,553,927.50  
 Northdale Construction Company Inc: \$3,703,406.29      Crow River Construction: \$4,196,447.50

This project is funded through a \$1.25M LRIP grant, \$372,380 in State Aid Municipal Construction funds, City cost share of 297,904.00 for sanitary sewer, water, clearing, grubbing and tree pruning, with the remaining balance paid through State Aid Construction funds. The City will also be responsible for their share of engineering and inspection fees, estimated to be \$35,200.

The project letting date was March 21, construction start date is May 1 and completion date is August 31, 2022.

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 \*\***

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, CONCRETE CURB AND GUTTER, ADA IMPROVEMENTS, STORM SEWER, WATER MAIN, STREET LIGHTING

SAP 064-601-017 LOCATED ON CSAH 01 FROM 122' SOUTH OF CLEMENTS CITY LIMITS ON CSAH 01 TO 205' NORTH OF CSAH 16 & (GEOGRAPHICAL DESCRIPTION)  
 FROM 122' SOUTH OF EAST CORNER OF SECTION 33, T111N, R35W TO 205' NORTH OF THE NORTH LINE OF SECTION 33, T111N, R35W (LEGAL DESCRIPTION)

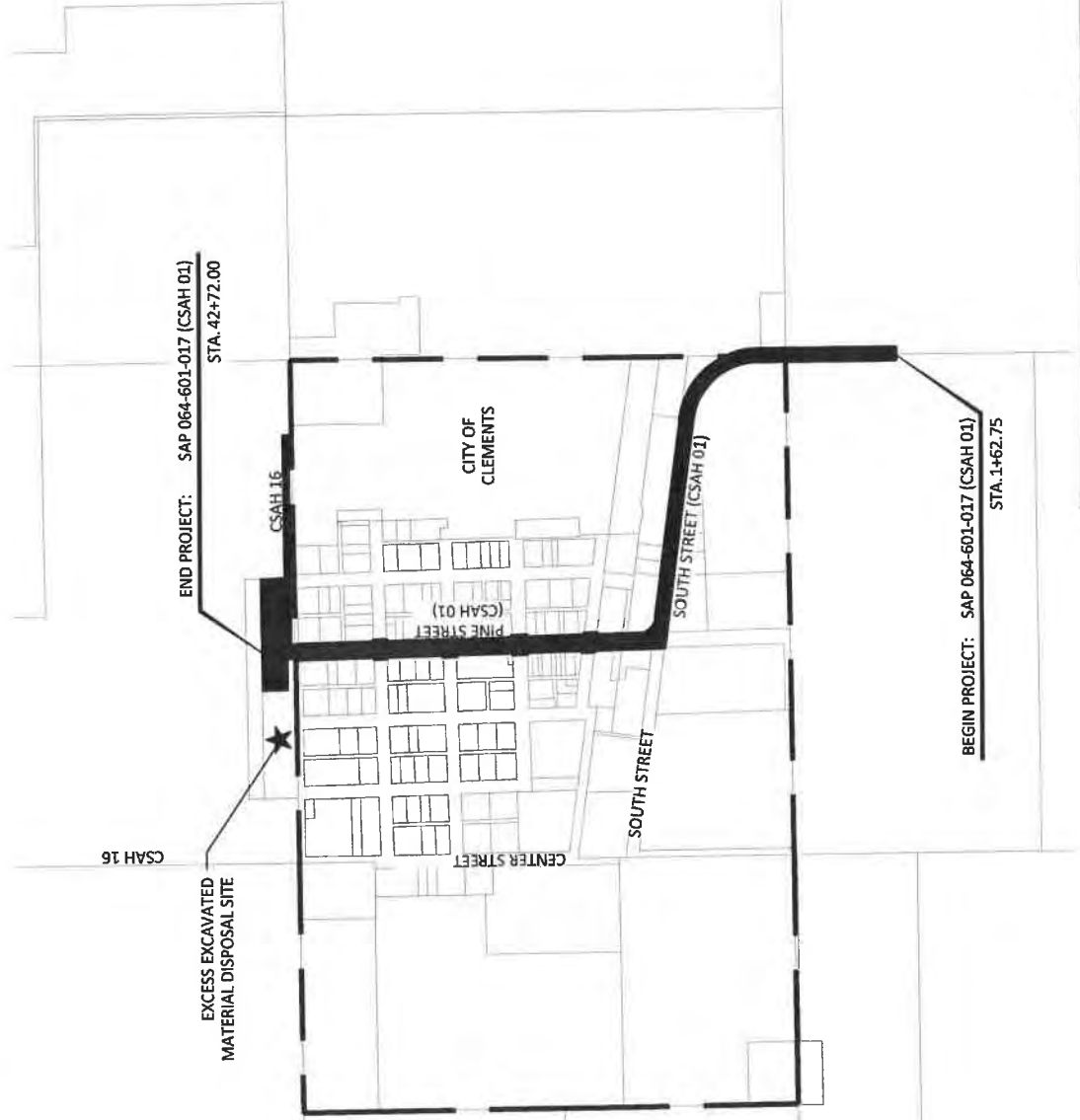
CSAH 01 (SAP 064-601-017)

GROSS LENGTH 4109.25 FEET 0.778 MILES  
 BRIDGE LENGTH FEET MILES  
 EXCEPTION LENGTH FEET MILES  
 NET LENGTH 4109.25 FEET 0.778 MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED CSAH 01 CENTERLINE

A VARIANCE FROM  
 ED FEBRUARY 2018, SO AS  
 D IN LIEU OF THE  
 THE VARIANCE WAS  
 INSTANT COMMISSIONER/  
 / 4TH 2022.

VICINITY MAP



THIS PLAN SET CONTAINS 132 SHEETS

SHEET NUMBER	TITLE SHEET
1	GENERAL
2	STATEMENT
3	SOIL & CO
4-5	STANDARD
6	QUANTITY
7	TYPICAL
8-11	MICELLAN
12-15	STANDARD
16-19	EXISTING
20-43	REMOVAL
44-47	CONSTRU
48-51	INTERSECT
52-57	DRAINAGE
58-64	WATER PL
65-74	GRADING
75-78	STORMW
79-82	EROSION
83-85	SIGNAGE
86-89	STREET LIC
90-106	TRAFFIC C
107-109	CROSS SEC
110-111	
XS-01 - XS-21	

JOSHUA G. STIER, P.E.  
 Design Engineer: I hereby certify that I am a duly Licensed Professional En.

Date 02/08/2022

Approved: Redwood County Engineer  
*Anthony J. Todd Broa*  
**Todd Broa**

District State Aid Engineer:  
 Reviewed for compliance with State



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Authorize Board Chair and Administrator to Sign Construction Contract		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>		<input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Authorize County Board Chair and County Administrator to sign awarded construction contract 22-6 for CSAH 1 Reconstruction in Clements (SAP 064-601-017) pending obtaining the signature from the awarded Contractor, R&G Construction Co.

**Background Information:**

Project consists of 0.78 miles of mixed urban/rural reconstruct to a 10-ton design standard through the City of Clements, from CSAH 16 to the South City limits line, including construction of a detention basin on the north side of CSAH 16.

This project is funded through a \$1.25M LRIP grant, \$372,380 in State Aid Municipal Construction funds, City cost share of \$297,904 for sanitary sewer, water, clearing, grubbing and tree pruning, with the remaining balance paid through State Aid Construction funds. The City will also be responsible for their share of engineering and inspection fees, estimated to be \$35,200.

The project letting date was March 21, construction start date is May 1 and completion date is August 31, 2022.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, CONCRETE CURB AND GUTTER, ADA IMPROVEMENTS, STORM SEWER, WATER MAIN, STREET LIGHTING

SAP 064-601-017 LOCATED ON CSAH 01 FROM 122' SOUTH OF CLEMENTS CITY LIMITS ON CSAH 01 TO 205' NORTH OF CSAH 16 (GEOGRAPHICAL DESCRIPTION) FROM 122' SOUTH OF EAST CORNER OF SECTION 33, T111N, R35W TO 205' NORTH OF THE NORTH LINE OF SECTION 33, T111N, R35W (LEGAL DESCRIPTION)

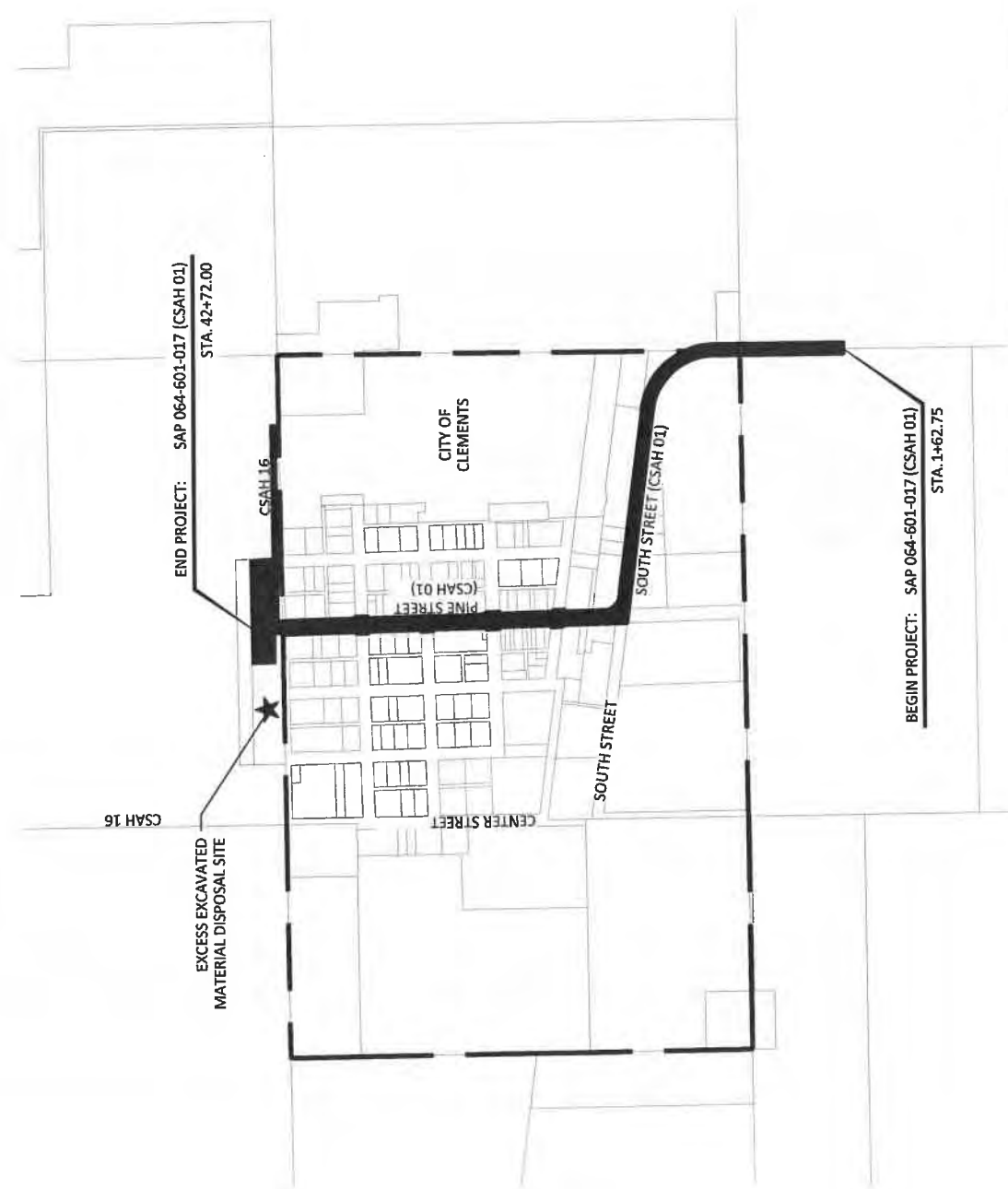
CSAH 01 (SAP 064-601-017)

GROSS LENGTH	4109.25	FEET	0.778	MILES
BRIDGE LENGTH		FEET		MILES
EXCEPTION LENGTH		FEET		MILES
NET LENGTH	4109.25	FEET	0.778	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED CSAH 01 CENTERLINE

A VARIANCE FROM THE ORDINANCES ADOPTED FEBRUARY 2018, SO AS TO BE IN LIEU OF THE VARIANCE WAS GRANTED BY THE DISTRICT COMMISSIONER/COMMISSIONER ON 11/14/2022.

VICINITY MAP



THIS PLAN SET CONTAINS 132 SHEETS

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	LEGEND
3	GENERAL NOTES
4-5	STATEMENT OF WORK
6	SOIL & CO
7	STANDARD
8-11	QUANTITY
12-15	TYPICALS
16-19	MICELLANEOUS
20-43	STANDARD SPECIFICATIONS
44-47	EXISTING CONDITIONS
48-51	REMOVAL
52-57	CONSTRUCTION
58-64	INTERSECTIONS
65-74	DRAINAGE
75-78	WATER PLUMBING
79-82	GRADING
83-85	STORMWATER
86-89	EROSION CONTROL
90-106	SIGNAGE
107-109	STREET LIGHTS
110-111	TRAFFIC CONTROL
X5-01 - X5-21	CROSS SECTIONS

JOSHUA G. STIER, P.E.  
 Design Engineer: I hereby certify that I am a duly Licensed Professional Engineer.  
 Date: 02/08/2022

*Anthony J. Broa*  
 Approved: Redwood County Engineer  
**Todd Broa**

District State Aid Engineer:  
 Reviewed for compliance with State



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Resolution to accept Local Road Improvement Program (LRIP) Grant		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Pass resolution to accept MnDOT terms Local Road Improvement Program (LRIP) Grant Agreement #1049774 in the amount of \$1.25M for SAP 064-601-017 (CSAH 1 Reconstruction in Clements).

**Background Information:**

See attached resolution to accept LRIP Grant in amount of \$1.25M.

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 \*\***

CONSTRUCTION PLAN FOR:

SAP 064-601-017 LOCATED ON

CSAH 01

FROM

122' SOUTH OF CLEMENTS CITY LIMITS ON CSAH 01

TO

205' NORTH OF CSAH 16 & 205' NORTH OF THE NORTH LINE OF SECTION 33, T111N, R95W (GEOGRAPHICAL DESCRIPTION) (LEGAL DESCRIPTION)

FROM

122' SOUTH OF EAST CORNER OF SECTION 33, T111N, R95W

TO

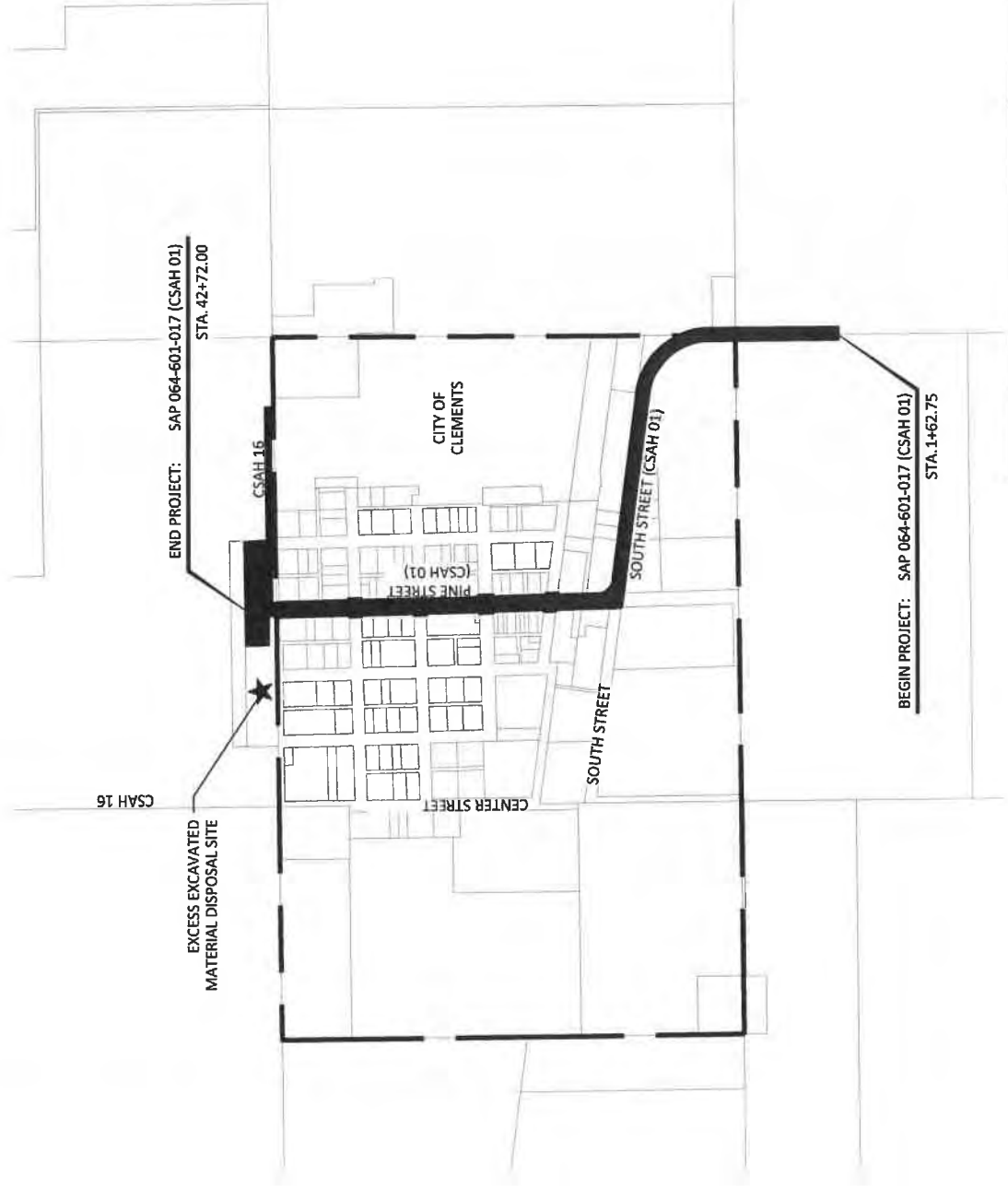
CSAH 01 (SAP 064-601-017)

GROSS LENGTH	4109.25	FEET	0.778	MILES
BRIDGE LENGTH		FEET		MILES
EXCEPTION LENGTH		FEET		MILES
NET LENGTH	4109.25	FEET	0.778	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED CSAH 01 CENTERLINE

A VARIANCE FROM  
ED FEBRUARY 2018, SO AS  
D IN LIEU OF THE  
THE VARIANCE WAS  
STANT COMMISSIONER/  
, 4TH 2022.

VICINITY MAP



SHEET NUMBER	TITLE SHEET
1	LEGEND
2	GENERAL STATEMENT
3	SOIL & CO STANDARDS
4-5	QUANTITY TYPICAL SPECIFICATIONS
6	MICELLANEOUS
7	STANDARDS
8-11	EXISTING REMOVAL
12-15	CONSTRUCTION
16-19	INTERSECTION
20-43	DRAINAGE
44-47	WATER PLUMBING
48-51	GRADING
52-57	STORMWATER
58-64	EROSION CONTROL
65-74	SIGNAGE
75-78	STREET LIGHTING
79-82	TRAFFIC CONTROL
83-85	CROSS SECTION
86-89	
90-106	
107-109	
110-111	
XS-01 - XS-21	

THIS PLAN SET CONTAINS 132 SHEETS

IOSHUA G. STIER, P.E.  
 Design Engineer: I hereby certify that I am a duly Licensed Professional Engineer.  
 Date 02/08/2022

Approved: Redwood County Engineer  
**Anthony J. Todd Broa**  
 District State Aid Engineer:  
 Reviewed for compliance with State



**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**  
**Exhibit E for Grant Agreement to State Transportation Fund**  
**Local Road Improvement Program**  
**Grant Terms and Conditions**  
**SAP 064-601-017**  
*April 5, 2022*

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on April 5, 2022 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$1,250,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Redwood County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this 5<sup>th</sup> day of April, 2022

\_\_\_\_\_  
Board Chair, Redwood County

ATTEST:

\_\_\_\_\_  
Administrator, Redwood County

**RICK WAKEFIELD**

P.O. Box 473

Walnut Grove, MN 56180

(507) 859-2369

Rick\_W@co.redwood.mn.us

**JIM SALFER**

865 Pine Street

Wabasso, MN 56293

(507) 342-2431

Jim\_S2@co.redwood.mn.us

**DENNIS GROEBNER**

250 Center Street

Clements, MN 56224

(507) 692-2235

Dennis\_G@co.redwood.mn.us

**BOB VANHEE**

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

Bob\_V@co.redwood.mn.us

**DAVE FORKRUD**

P.O. Box 235

Belview, MN 56214

(507) 430-1907

Dave\_F@co.redwood.mn.us





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, P.E.
Authorize signature of MnDOT Agreement for \$1.25M CSAH 1 LRIP Grant		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Authorize signature of MnDOT Local Road Improvement Program (LRIP) Grant in the amount of \$1.25M for SAP 064-601-017 (CSAH 1 Reconstruction in Clements).

**Background Information:**

See attached MnDOT Agreement #1049774 to accept LRIP Bond Grant in amount of \$1.25M.

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 \*\***

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, CONCRETE CURB AND GUTTER, ADA IMPROVEMENTS, STORM SEWER, WATER MAIN, STREET LIGHTING

SAP 064-601-017 LOCATED ON CSAH 01 FROM 122' SOUTH OF CLEMENTS CITY LIMITS ON CSAH 01 TO 205' NORTH OF CSAH 16 (GEOGRAPHICAL DESCRIPTION) SECTION 33, T111N, R35W FROM 122' SOUTH OF EAST CORNER OF SECTION 33, T111N, R35W TO 205' NORTH OF THE NORTH LINE OF SECTION 33, T111N, R35W (LEGAL DESCRIPTION)

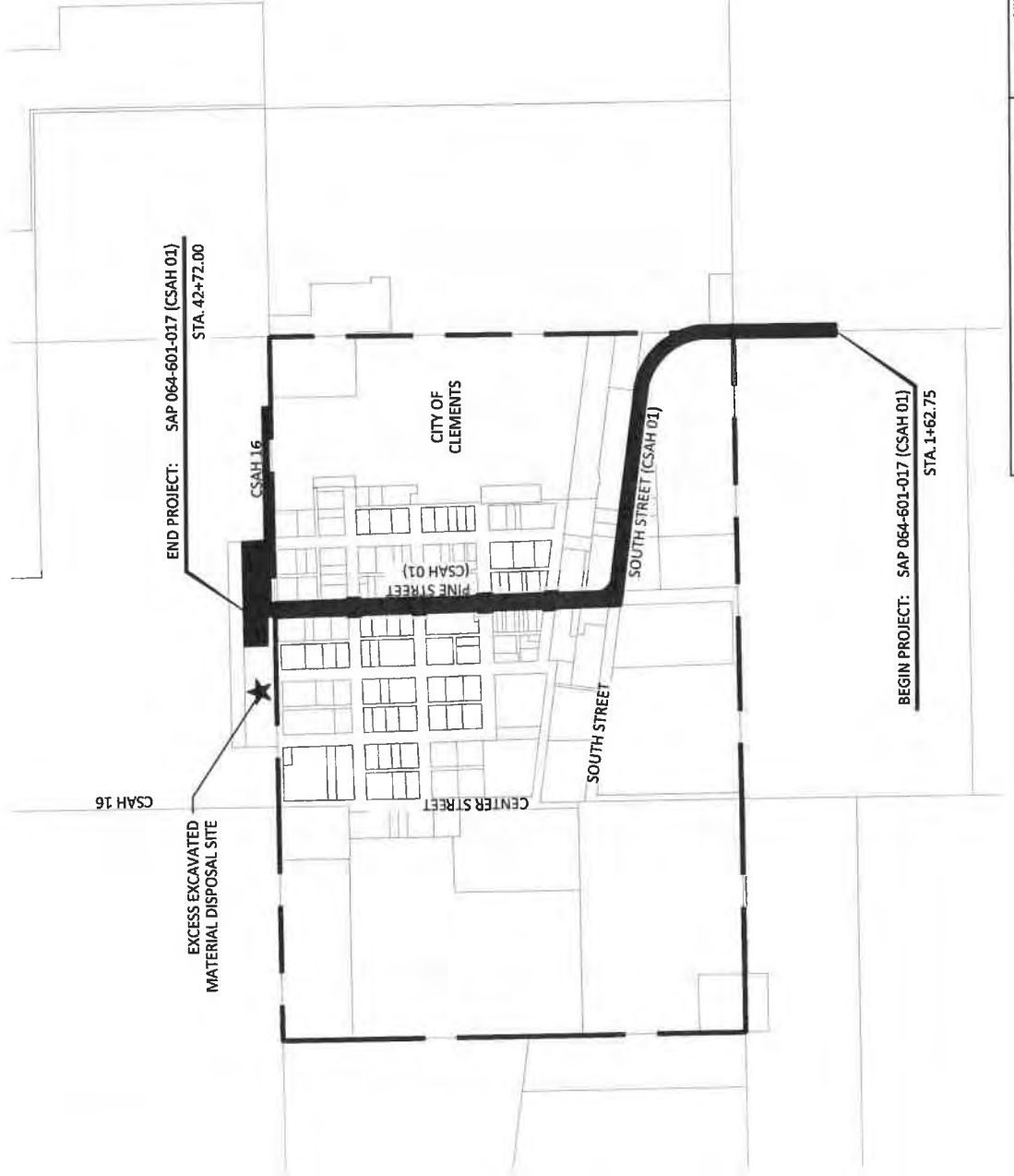
CSAH 01 (SAP 064-601-017)

GROSS LENGTH	4109.25	FEET	0.778	MILES
BRIDGE LENGTH		FEET		MILES
EXCEPTION LENGTH		FEET		MILES
NET LENGTH	4109.25	FEET	0.778	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED CSAH 01 CENTERLINE

A VARIANCE FROM THE DISTRICT STATE AID ENGINEER'S ORDER DATED FEBRUARY 2018, SO AS TO BE IN LIEU OF THE DISTRICT STATE AID ENGINEER'S ORDER DATED FEBRUARY 2018, THE VARIANCE WAS GRANTED BY THE DISTRICT STATE AID ENGINEER/ DISTRICT COMMISSIONER/ DISTRICT ENGINEER ON 1/4TH 2022.

VICINITY MAP



BEGIN PROJECT: SAP 064-601-017 [CSAH 01] STA. 1+62.75

END PROJECT: SAP 064-601-017 [CSAH 01] STA. 42+72.00

THIS PLAN SET CONTAINS 132 S

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	LEGEND
3	GENERAL STATEMENT
4-5	SOIL & CO STANDARDS
6	QUANTITY
7	TYPICAL SECTION
8-11	MICELLANEOUS
12-15	STANDARDS
16-19	EXISTING CONDITIONS
20-43	REMOVAL
44-47	CONSTRUCTION
48-51	INTERSECTION
52-57	DRAINAGE
58-64	WATER PLUMBING
65-74	GRADING
75-78	STORMWATER
79-82	EROSION CONTROL
83-85	SIGNAGE
86-89	STREET LIGHTING
90-106	TRAFFIC CONTROL
107-109	TRAFFIC CONTROL
110-111	CROSS SECTION
XS-01 - XS-21	

JOSHUA G. STIER, P.E.  
Design Engineer: I hereby certify that I am a duly licensed Professional Engineer.  
Date 02/08/2022

Approved: Redwood County Engineer  
**Todd Broa**

District State Aid Engineer:  
Reviewed for compliance with State

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)  
 GRANT AGREEMENT**

**This Agreement** between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Redwood County Highway Department  
 1820 East Bridge Street (PO Box 6)  
 Redwood Falls, MN 56283  
 Contact: Anthony Sellner, P.E

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 064-601-017	\$1,250,000.00	\$2,125,084.03	December 31, 2024

3. Total Amount of LRIP Grant for all projects under this Agreement: \$1,250,000.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

5. Additional requirements, if any: None.
  
6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**

By: \_\_\_\_\_

Title: Jim Salfer, Redwood County Board Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vicki Knobloch Kletscher, Redwood County Administrator

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**  
*Approval and Certifying Encumbrance*

By: \_\_\_\_\_

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**Office of Financial Management, Grant Unit**

By: \_\_\_\_\_  
Agency Grant Supervisor

Date: \_\_\_\_\_

**OFFICE OF CONTRACT MANAGEMENT**

By: \_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_

**EXHIBIT A**  
**SOURCES AND USES OF FUNDS SCHEDULE**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with LRIP</b>	
LRIP Grant (Acct 331)	\$1,250,000.00	<b>Grant Funds:</b>	
		Roadway, curb and gutter, storm sewer, sidewalk, lighting	\$1,250,000.00
Other:			\$
	\$		\$
	\$		\$
	\$		\$
<b>Subtotal</b>	\$1,250,000.00	<b>Subtotal</b>	\$1,250,000.00
<b>Public Entity Funds:</b>		<b>Items paid for with Non-LRIP Grant Funds:</b>	
Matching Funds		Roadway, curb and gutter, storm sewer, sidewalk, lighting	\$2,125,084.03
Local Match	\$2,125,084.03		\$
Other:			\$
	\$		
	\$		
<b>Subtotal</b>	\$2,125,084.03	<b>Subtotal</b>	\$2,125,084.03
<b>TOTAL FUNDS</b>	\$3,375,084.03	<b>TOTAL PROJECT COSTS</b>	\$3,375,084.03



**EXHIBIT B**

**PROJECT SCHEDULE**

Award Date: April 5, 2022  
Construction Start Date: May 1, 2022  
Construction Substantial Complete Date: June 30, 2023  
Contract Final Completion Date: December 31, 2024

**EXHIBIT C**

**BOND FINANCED PROPERTY CERTIFICATION**

**State of Minnesota  
General Obligation Bond Financed Property**

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Redwood, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated \_\_\_\_\_, 20\_\_; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: \_\_\_\_\_, 20\_\_

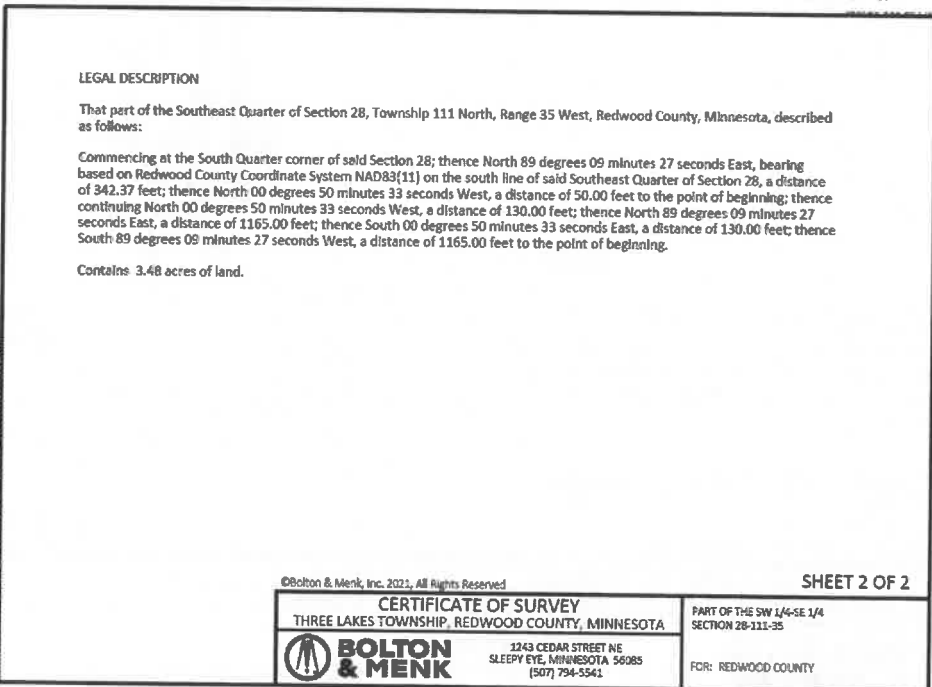
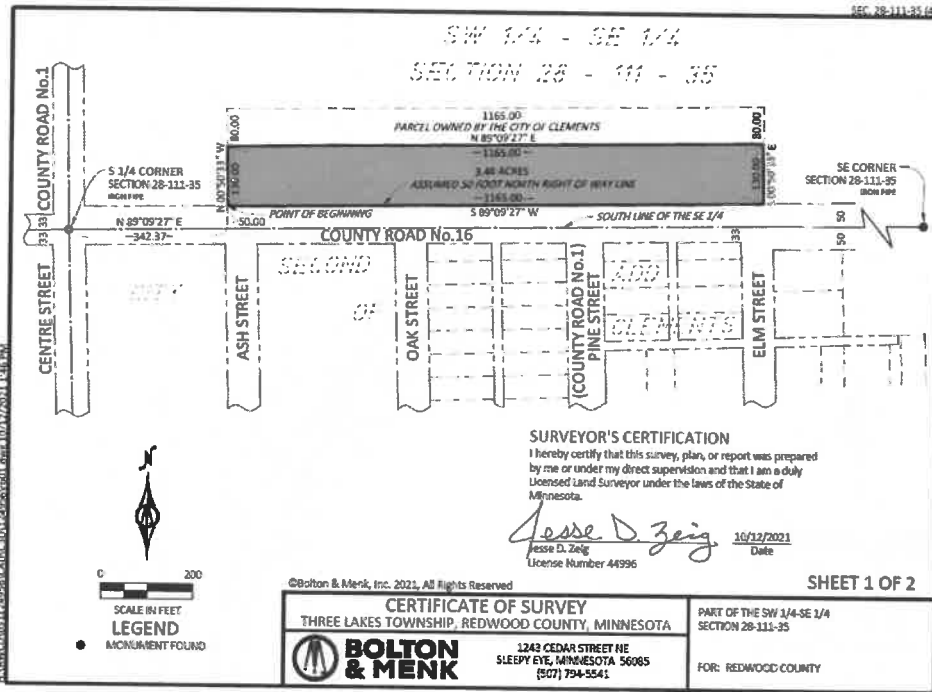
\_\_\_\_\_  
*[name of Public Entity grantee]*, a political  
subdivision of the State of Minnesota

By: \_\_\_\_\_  
Name: Jim Salfer  
Title Redwood County Board Chair

By: \_\_\_\_\_  
Name: Vicki Knobloch Kletscher  
Title: Redwood County Administrator

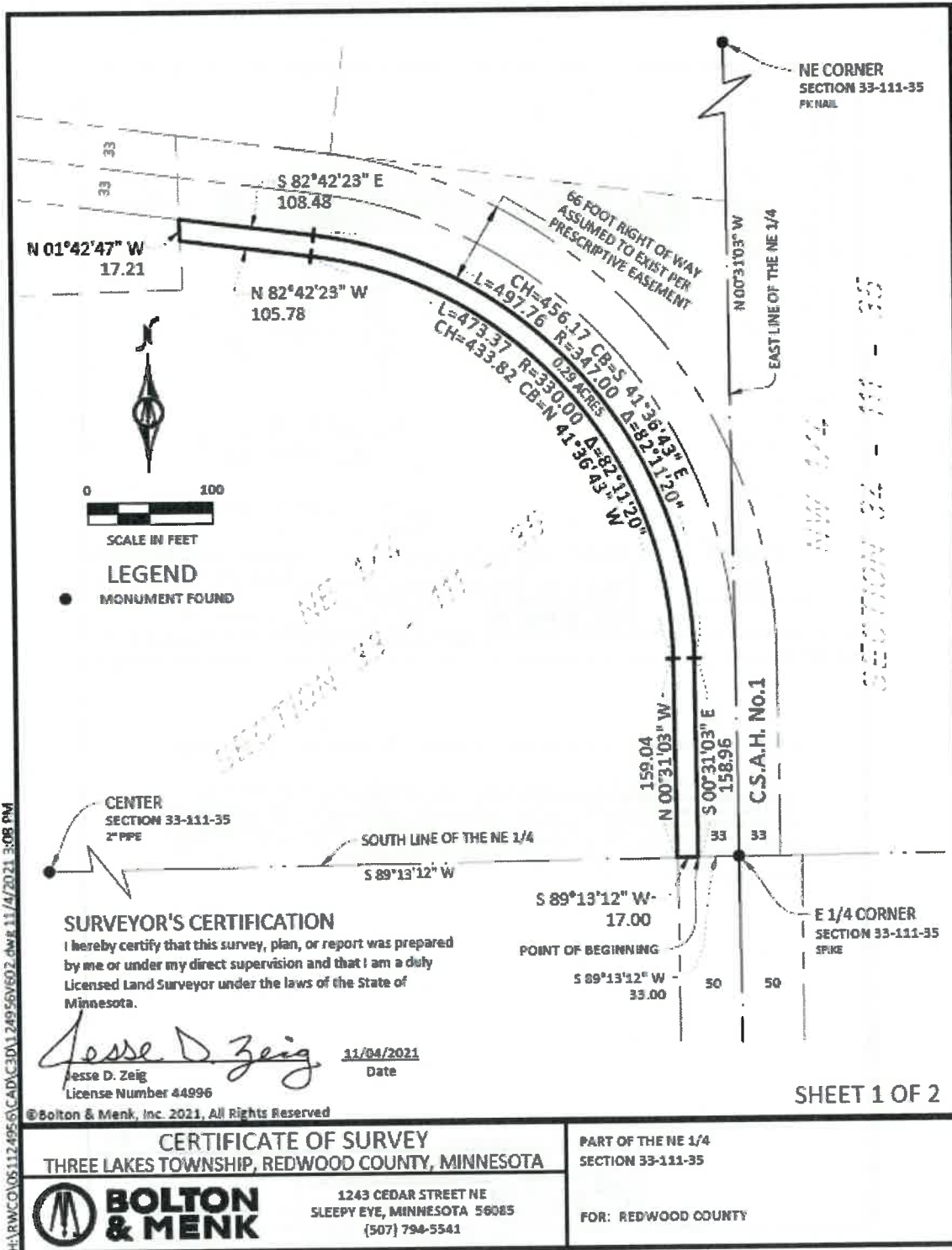
Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY



Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY



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

*Jesse D. Zeig* 11/04/2021  
 Jesse D. Zeig Date  
 License Number 44996

© Bolton & Menk, Inc. 2021, All Rights Reserved

<b>CERTIFICATE OF SURVEY</b> THREE LAKES TOWNSHIP, REDWOOD COUNTY, MINNESOTA		PART OF THE NE 1/4 SECTION 33-111-35
<b>BOLTON &amp; MENK</b> 1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541		FOR: REDWOOD COUNTY

JOB NUMBER: 051124956      FIELD BOOK:      DRAWN BY: RK

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

**LEGAL DESCRIPTION**

That part of the Northeast Quarter of Section 33, Township 111 North, Range 35 West, Redwood County, Minnesota, described as follows:

Commencing at the East Quarter corner of said Section 33; thence South 89 degrees 13 minutes 12 seconds West, bearing based on Redwood County Coordinate System NAD83(11) on the south line of said Northeast Quarter of Section 33, a distance of 33.00 feet to the point of beginning; thence continuing South 89 degrees 13 minutes 12 seconds West on said south line, a distance of 17.00 feet; thence North 00 degrees 31 minutes 03 seconds West, a distance of 159.04 feet; thence Northwesterly 473.37 feet on a tangential curve to the left having a radius of 330.00 feet and a central angle of 82 degrees 11 minutes 20 seconds; thence North 82 degrees 42 minutes 23 seconds West tangent to said curve, a distance of 105.78 feet; thence North 01 degrees 42 minutes 47 seconds West, a distance of 17.21 feet; thence South 82 degrees 42 minutes 23 seconds East, a distance of 108.48 feet; thence Southeasterly 497.76 feet on a tangential curve to the right having a radius of 347.00 feet and a central angle of 82 degrees 11 minutes 20 seconds; thence South 00 degrees 31 minutes 03 seconds East tangent to said curve, a distance of 158.96 feet to the point of beginning.

Contains 0.29 acres of land.

H:\RWCO\061124956\CAD\CED\124956\602.dwg, 11/4/2021, 3:09 PM

©Bolton & Menk, Inc. 2021. All Rights Reserved

SHEET 2 OF 2

**CERTIFICATE OF SURVEY**  
THREE LAKES TOWNSHIP, REDWOOD COUNTY, MINNESOTA

PART OF THE NE 1/4  
SECTION 33-111-35



1243 CEDAR STREET NE  
SLEEPY EYE, MINNESOTA 56025  
(507) 794-5541

FOR: REDWOOD COUNTY

SEC. 33-111-35 (10)

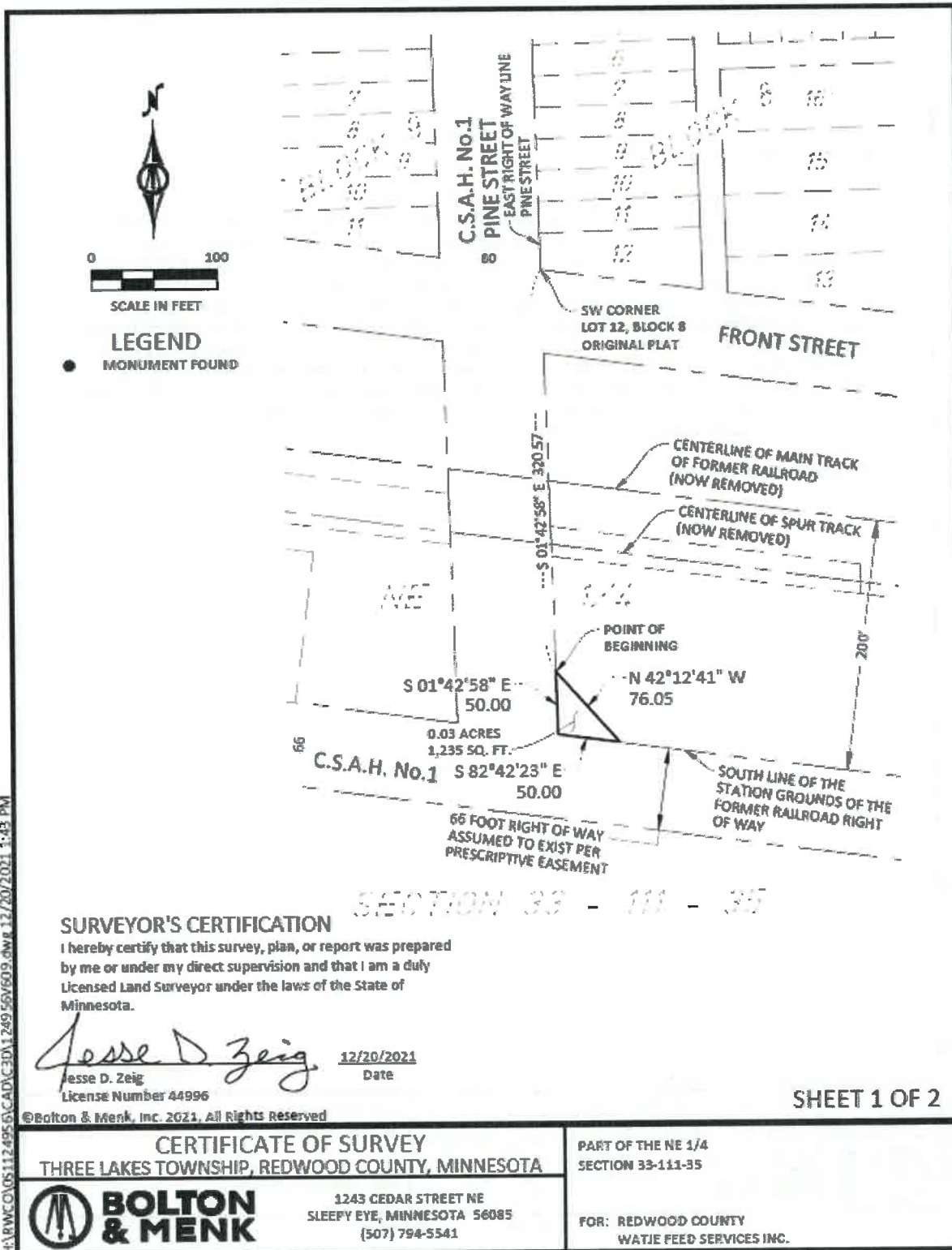
JOB NUMBER: 051124956

FIELD BOOK:

DRAWN BY: RK

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY



**SURVEYOR'S CERTIFICATION**

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

*Jesse D. Zeig*  
 Jesse D. Zeig  
 License Number 44996

12/20/2021  
 Date

SHEET 1 OF 2

©Bolton & Menk, Inc. 2021, All Rights Reserved

<b>CERTIFICATE OF SURVEY</b> THREE LAKES TOWNSHIP, REDWOOD COUNTY, MINNESOTA		PART OF THE NE 1/4 SECTION 33-111-35
<b>BOLTON &amp; MENK</b>	1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541	FOR: REDWOOD COUNTY WATJE FEED SERVICES INC.

JOB NUMBER: 051124956

FIELD BOOK:

DRAWN BY: RK

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

**LEGAL DESCRIPTION**

That part of the Northeast Quarter of Section 33, Township 111 North, Range 35 West, Redwood County, Minnesota, described as follows:

Commencing at the Southwest corner of Lot 12, Block 8, Original Plat of Clements; thence South 01 degrees 42 minutes 58 seconds East, bearing based on Redwood County Coordinate System NAD83(11) on the southerly extension of the east right of way line of Pine Street as dedicated per the Original Plat of Clements, a distance of 320.57 feet to the point of beginning; thence continuing on said extension South 01 degrees 42 minutes 58 seconds East, a distance of 50.00 feet to the south line of the station grounds of the former railroad right of way (now removed); thence South 82 degrees 42 minutes 23 seconds East, a distance of 50.00 feet on said south line; thence North 42 degrees 12 minutes 41 seconds West, a distance of 76.05 feet to the point of beginning.

Contains 0.03 acres or 1,235 square feet of land.

H:\RWCO\051124956\CAD\CED\124956\609.dwg 12/20/2021 8:17 AM

©Bolton & Menk, Inc. 2021. All Rights Reserved

SHEET 2 OF 2

<b>CERTIFICATE OF SURVEY</b> THREE LAKES TOWNSHIP, REDWOOD COUNTY, MINNESOTA		<b>PART OF THE NE 1/4</b> SECTION 33-111-35
 <b>BOLTON &amp; MENK</b>	1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541	<b>FOR: REDWOOD COUNTY</b> WATJE FEED SERVICES INC.

JOB NUMBER: DS1124956

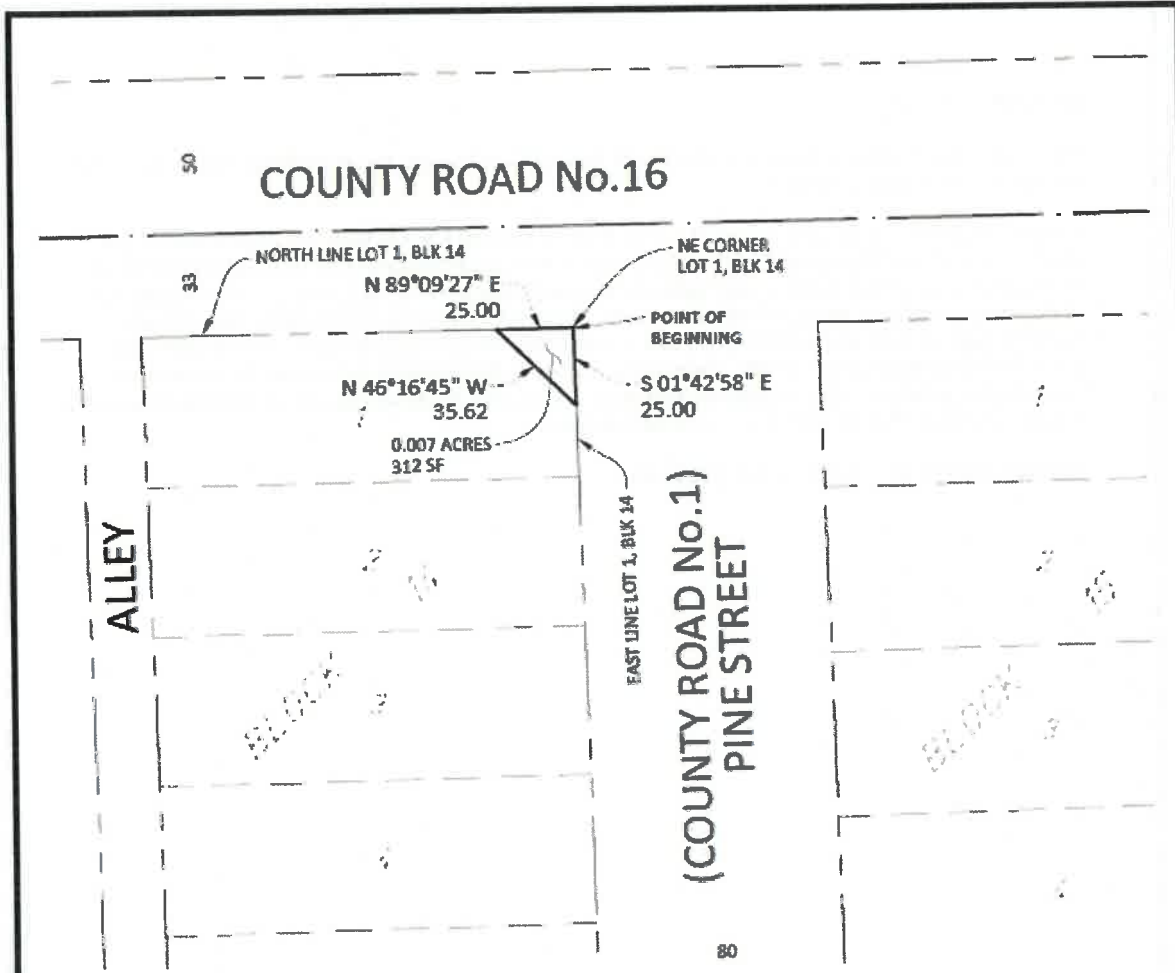
FIELD BOOK:

DRAWN BY: RK

SEC. 33-111-35 (10)

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**



**SURVEYOR'S CERTIFICATION**

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

*Jesse D. Zeig* 12/17/2021  
 Jesse D. Zeig Date  
 License Number 44996

SHEET 1 OF 2

H:\R\CO\051124956\CAD\C3D\124956\607.dwg 12/17/2021 2:26 PM

©Bolton & Menk, Inc. 2021. All Rights Reserved

<b>CERTIFICATE OF SURVEY</b> CITY OF CLEMENTS, REDWOOD COUNTY, MINNESOTA		PART OF LOT 1, BLOCK 14 PLAT OF BLOCKS 14, 15 & 16 AND OUTLOTS A & B
 <b>BOLTON &amp; MENK</b> 1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541		FOR: REDWOOD COUNTY MICHAEL ANDERSON

JOB NUMBER: 051124956

FIELD BOOK:

DRAWN BY: RK

SEC. 39-11-35 (10)



**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

**LEGAL DESCRIPTION**

That part of the Lot 1, Block 14 of the Plat of Blocks 14,15 and 16 and Outlots A and B of the City of Clements, Redwood County, Minnesota, described as follows:

Beginning at the Northeast corner of said Lot 1, Block 14; thence South 01 degrees 42 minutes 58 seconds East, bearing based on Redwood County Coordinate System NAD83(11) on the east line of said Lot 1, Block 14, a distance of 25.00 feet; thence North 46 degrees 16 minutes 45 seconds West, a distance of 35.62 feet to the north line of said Lot 1, Block 14; thence North 89 degrees 09 minutes 27 seconds East on said north line, a distance of 25.00 feet to the point of beginning.

Contains 0.007 acres or 312 square feet of land.

HA:\RWCD\051124956\CAD\CED\124956\607.dwg 12/20/2021 2:28 PM

©Bolton & Menk, Inc. 2021, All Rights Reserved

SHEET 2 OF 2

<b>CERTIFICATE OF SURVEY</b> CITY OF CLEMENTS, REDWOOD COUNTY, MINNESOTA		PART OF LOT 1, BLOCK 14 PLAT OF BLOCKS 14, 15 & 16 AND OUTLOTS A & B
 <b>BOLTON &amp; MENK</b>	1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541	FOR: REDWOOD COUNTY MICHAEL ANDERSON

JOB NUMBER: 051124956

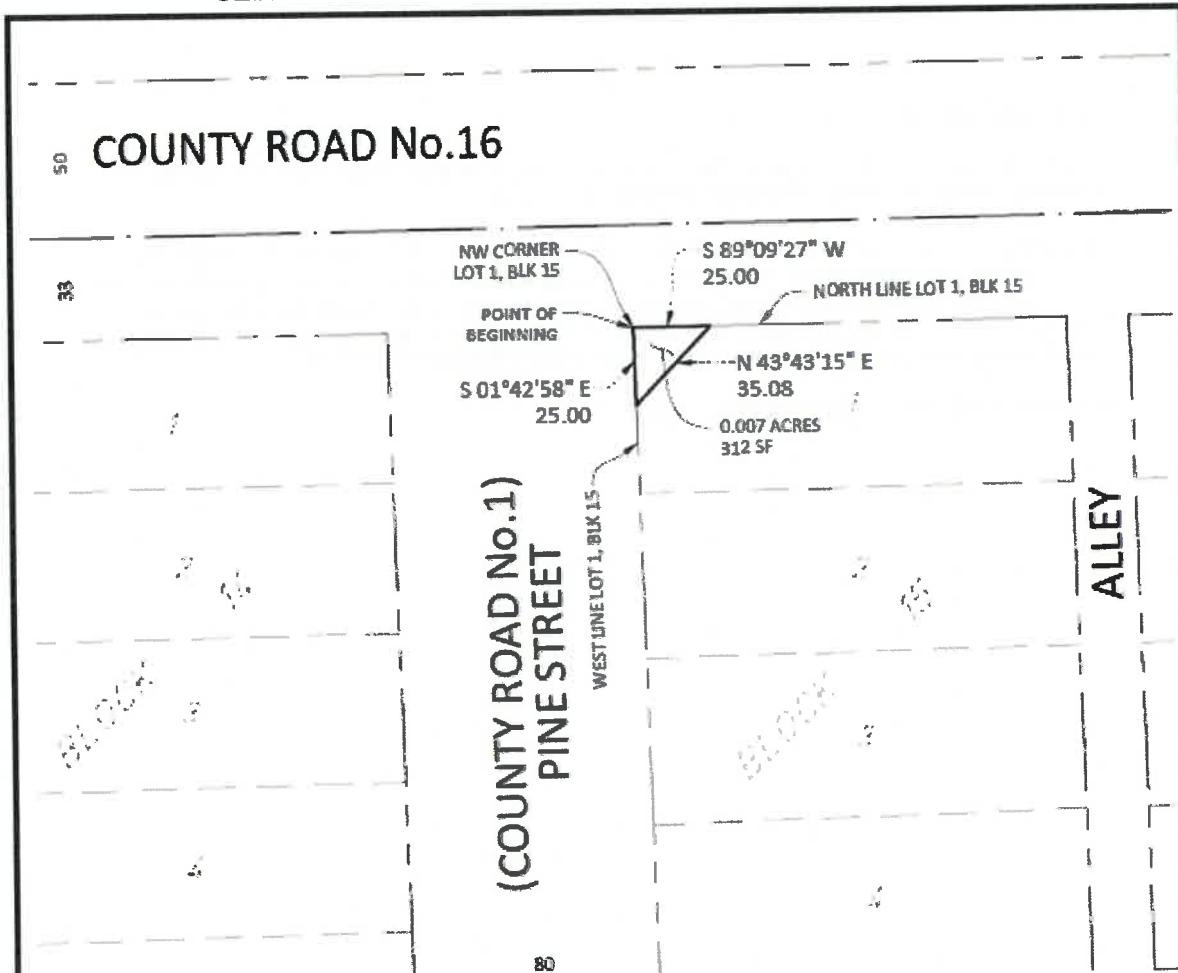
FIELD BOOK:

DRAWN BY: RK

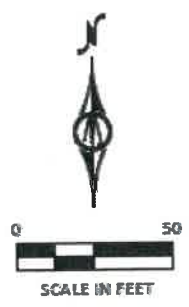
SIC: 33-111-35 (10)

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY



M:\RWCO\051124956\CAD\CED\124956V608.dwg 12/17/2021 2:32 PM



**SURVEYOR'S CERTIFICATION**

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

*Jesse D Zeig*  
 Jesse D. Zeig  
 License Number 44996

12/17/2021  
 Date

©Bolton & Menk, Inc. 2021, All Rights Reserved

SHEET 1 OF 2

<b>CERTIFICATE OF SURVEY</b> CITY OF CLEMENTS, REDWOOD COUNTY, MINNESOTA		PART OF LOT 1, BLOCK 15 PLAT OF BLOCKS 14, 15 & 16 AND OUTLOTS A & B  FOR: REDWOOD COUNTY LANCE & HEATHER LOTHERT
 <b>BOLTON &amp; MENK</b>	1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541	

JOB NUMBER: 051124956      FIELD BOOK:      DRAWN BY: RK

SEC. 33-11-35 (10)

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

**LEGAL DESCRIPTION**

That part of the Lot 1, Block 15 of the Plat of Blocks 14,15 and 16 and Outlots A and B of the City of Clements, Redwood County, Minnesota, described as follows:

Beginning at the Northwest corner of said Lot 1, Block 15; thence South 01 degrees 42 minutes 58 seconds East, bearing based on Redwood County Coordinate System NAD83(11) on the west line of said Lot 1, Block 15, a distance of 25.00 feet; thence North 43 degrees 43 minutes 15 seconds East, a distance of 35.08 feet to the north line of said Lot 1, Block 15; thence South 89 degrees 09 minutes 27 seconds West on said north line, a distance of 25.00 feet to the point of beginning.

Contains 0.007 acres or 312 square feet of land.

H:\R\WCO\051124956\CAD\CSD\124956\608.dwg 12/29/2021 2:26 PM

©Bolton & Menk, Inc. 2021, All Rights Reserved

SHEET 2 OF 2

<b>CERTIFICATE OF SURVEY</b> CITY OF CLEMENTS, REDWOOD COUNTY, MINNESOTA		<b>PART OF LOT 1, BLOCK 15</b> <b>PLAT OF BLOCKS 14, 15 &amp; 16 AND OUTLOTS A &amp; B</b>
 <b>BOLTON &amp; MENK</b>	1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541	<b>FOR: REDWOOD COUNTY</b> <b>LANCE &amp; HEATHER LOTHERT</b>

JOB NUMBER: 051124956

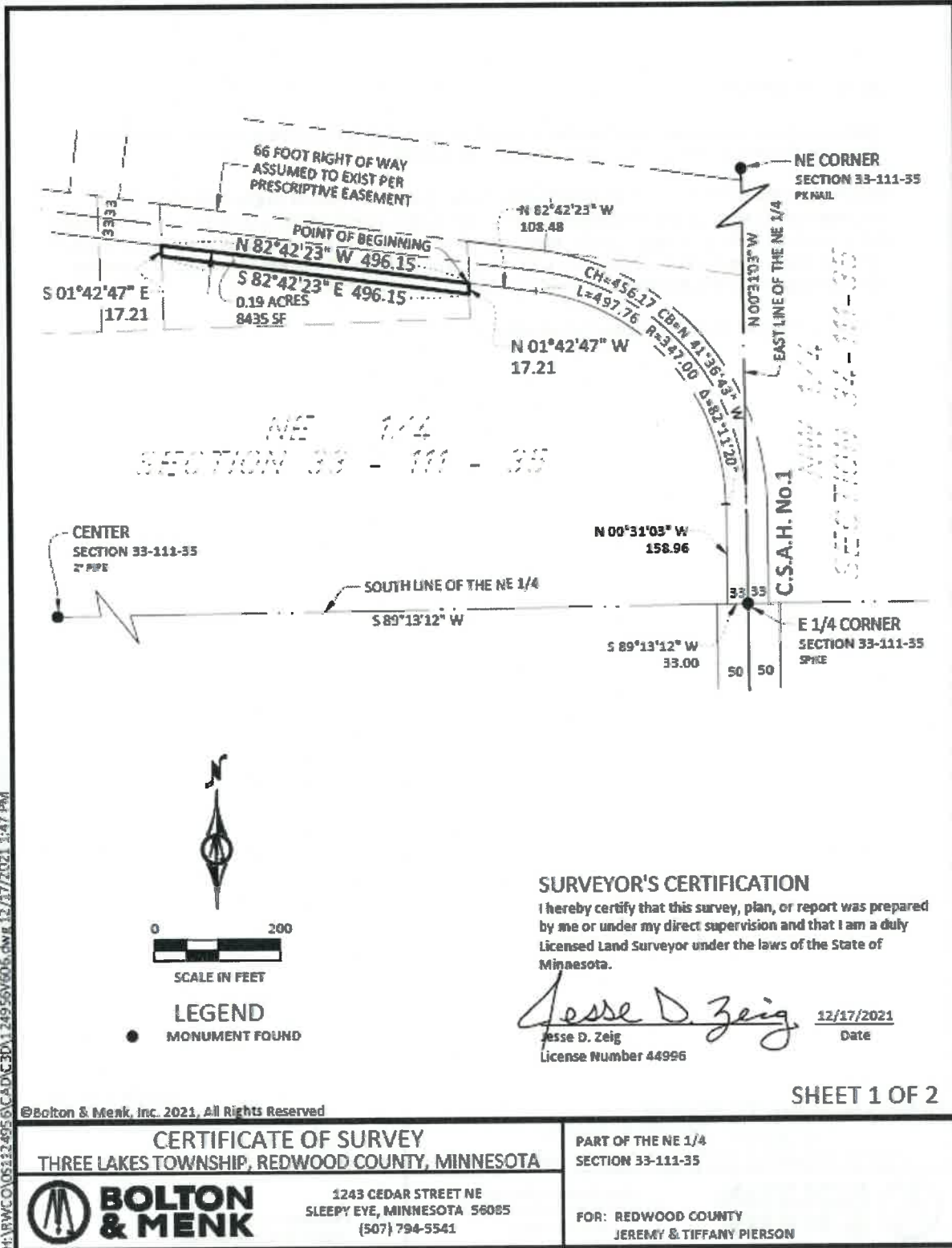
FIELD BOOK:

DRAWN BY: RK

SEC. 33-11-35 (10)

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY



H:\PWC\051124956\CAD\C3D\124956\606.dwg 12/17/2021 3:47 PM

SEC. 33-111-35 (40)

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

**LEGAL DESCRIPTION**

That part of the Northeast Quarter of Section 33, Township 111 North, Range 35 West, Redwood County, Minnesota, described as follows:

Commencing at the East Quarter corner of said Section 33; thence South 89 degrees 13 minutes 12 seconds West, bearing based on Redwood County Coordinate System NAD83(11) on the south line of said Northeast Quarter of Section 33, a distance of 33.00 feet; thence North 00 degrees 31 minutes 03 seconds West, a distance of 158.96 feet; thence Northwesterly 497.76 feet on a tangential curve to the left having a radius of 347.00 feet and a central angle of 82 degrees 11 minutes 20 seconds; thence North 82 degrees 42 minutes 23 seconds West, tangent to said curve, a distance of 108.48 feet to the point of beginning; thence continuing North 82 degrees 42 minutes 23 seconds West, a distance of 496.15 feet; thence South 01 degrees 42 minutes 47 seconds East, a distance of 17.21 feet; thence South 82 degrees 42 minutes 23 seconds East, a distance of 496.15 feet; thence North 01 degrees 42 minutes 47 seconds West, a distance of 17.21 feet to the point of beginning.

Contains 0.19 acres or 8,435 square feet of land.

H:\R\W\CD\051124956\CAD\C3D\124956V606.dwg, 12/20/2021, 2:22 PM

©Bolton & Menk, Inc. 2021, All Rights Reserved

SHEET 2 OF 2

**CERTIFICATE OF SURVEY**  
THREE LAKES TOWNSHIP, REDWOOD COUNTY, MINNESOTA

PART OF THE NE 1/4  
SECTION 33-111-35



**BOLTON & MENK**

1243 CEDAR STREET NE  
SLEEPY EYE, MINNESOTA 56085  
(507) 794-5541

FOR: REDWOOD COUNTY  
JEREMY & TIFFANY PIERSON

JOB NUMBER: 051124956

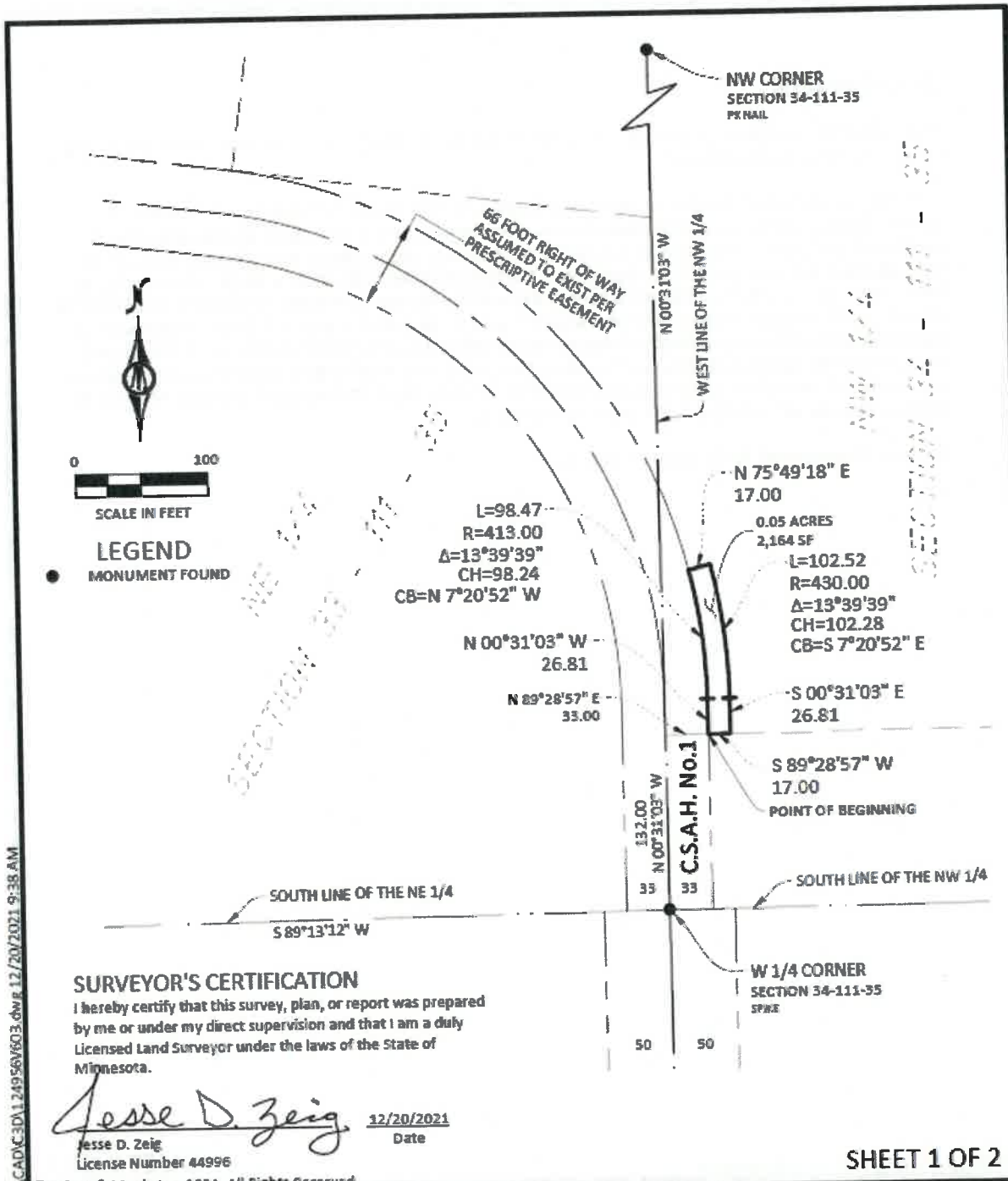
FIELD BOOK:

DRAWN BY: RK

SEC. 33-111-35 (10)

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY



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

*Jesse D. Zeig* 12/20/2021  
 Jesse D. Zeig Date  
 License Number 44996

SHEET 1 OF 2

©Bolton & Menk, Inc. 2021, All Rights Reserved <b>CERTIFICATE OF SURVEY</b> THREE LAKES TOWNSHIP, REDWOOD COUNTY, MINNESOTA		PART OF THE NW 1/4 SECTION 34-111-35
<b>BOLTON &amp; MENK</b> 1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541	FOR: REDWOOD COUNTY RICHARD BERAN ETAL	
	JOB NUMBER: 051124956	FIELD BOOK:

H:\RWCO\051124956\CAD\CAD124956\03.dwg 12/20/2021 9:38 AM

SEC. 34-111-35 (20)

**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

**LEGAL DESCRIPTION**

That part of the Northwest Quarter of Section 34, Township 111 North, Range 35 West, Redwood County, Minnesota, described as follows:

Commencing at the West Quarter corner of said Section 34; thence North 00 degrees 31 minutes 03 seconds West, bearing based on Redwood County Coordinate System NAD83(11) on the west line of said Northwest Quarter of Section 34, a distance of 132.00 feet; thence North 89 degrees 28 minutes 57 seconds East on a line parallel with the south line of the Northwest Quarter of Section 34, a distance of 33.00 feet to the point of beginning; thence North 00 degrees 31 minutes 03 seconds West, a distance of 26.81 feet; thence Northwesterly 98.47 feet on a tangential curve to the left having a radius of 413.00 feet and a central angle of 13 degrees 39 minutes 39 seconds; thence North 75 degrees 49 minutes 18 seconds East non-tangent to said curve, a distance of 17.00 feet; thence Southeasterly 102.52 feet on a non-tangential curve to the right having a radius of 430.00 feet, a central angle of 13 degrees 39 minutes 39 seconds and a 102.28 foot chord that bears South 07 degrees 20 minutes 52 seconds East; thence South 00 degrees 31 minutes 03 seconds East tangent to said curve, a distance of 26.81 feet to a point on a line being 132.00 feet north of the south line of the Northwest Quarter of Section 34, as measured on the west line of the said Northwest Quarter of Section 34; thence South 89 degrees 28 minutes 57 seconds West, a distance of 17.00 feet to the point of beginning.

Contains 0.05 acres or 2,164 square feet of land.

H:\RWC\051124956\CAD\CSD\124956V603.dwg 12/20/2021 9:39 AM

©Bolton & Menk, Inc. 2021, All Rights Reserved

SHEET 2 OF 2

<b>CERTIFICATE OF SURVEY</b> THREE LAKES TOWNSHIP, REDWOOD COUNTY, MINNESOTA		PART OF THE NW 1/4 SECTION 34-111-35
 <b>BOLTON &amp; MENK</b>	1243 CEDAR STREET NE SLEEPY EYE, MINNESOTA 56085 (507) 794-5541	FOR: REDWOOD COUNTY RICHARD BERAN ETAL

SEC. 34-111-35 (20)

JOB NUMBER: 051124956

FIELD BOOK:

DRAWN BY: RK

**EXHIBIT D**

**GRANT APPLICATION**

Attach the grant application for the project



**EXHIBIT E**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

## EXHIBIT F

### GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

#### Article I DEFINITIONS

**Section 1.01 Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

## **Article II GRANT**

**Section 2.01 Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

**Section 2.02 Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

**Section 2.03 Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

**Section 2.04 Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

**Section 2.06 Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

**Section 2.07 Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

**Section 2.08 Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

**Section 2.11 Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Section 2.12 Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III**

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695  
AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

**Section 3.02 Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

**Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

#### **Article IV DISBURSEMENT OF GRANT PROCEEDS**

**Section 4.01 The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate



of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

**Section 4.02 Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

**Section 4.03 Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

**Section 4.04 Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

**Section 4.05 Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

**Section 4.06 Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

**Section 5.01 Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

**Section 5.02 Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

**Section 5.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**Section 5.04 Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

**Section 5.05 Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

**Section 5.06 Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

**Section 5.07 Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.08 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

**Section 5.09 Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

**Section 5.10 Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.11 Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

**Section 5.12 Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.13 Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

**Section 5.14 Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

**Section 5.15 Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

**Section 5.16 Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

**Section 5.17 Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

**Section 5.18 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

**Section 5.19 Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

**Section 5.20 Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

**Section 5.21 Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.22 Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

**Section 5.23 Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

**Section 5.24 E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

**Section 5.25 Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

**Section 5.26 Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	1/4/2021	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Authorization to advertise for Wabasso Cedar St. Project SAP 064-594-003		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Authorization to advertise for Wabasso Cedar St. Reconstruction Project SAP 064-594-003 with individual letting date to be determined by the County Engineer.

**Background Information:**

Cedar Street in Wabasso will be reconstructed from TH 19 to May Street.

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 \*\***

# SAP 064-594-003

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, CONCRETE CURB AND GUTTER, SIDEWALK, ADA IMPROVEMENTS, STORM SEWER, LANDSCAPING AND RELATED APPURTENANCES

SAP 064-594-003 LOCATED ON CEDAR STREET FROM TRUNK HIGHWAY 68 TO 1525' WEST THEN 2229' NORTH OF THE SOUTHEAST CORNER OF SECTION 23, T111N, R23W MAY STREET (GEOGRAPHICAL DESCRIPTION)

FROM SECTION 23, T111N, R23W TO SECTION 23, T111N, R37W (LEGAL DESCRIPTION)

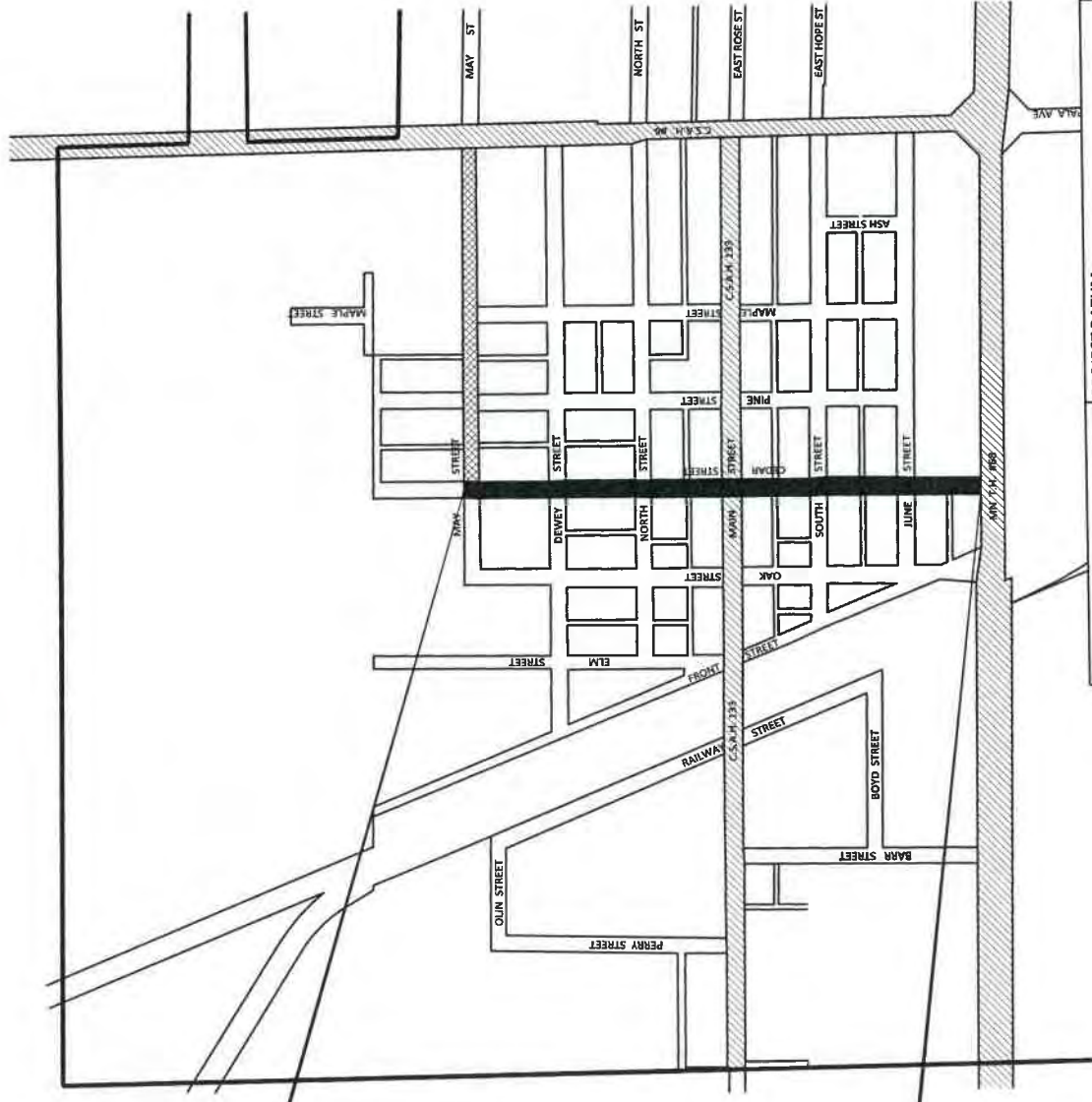
### CEDAR STREET (SAP 064-594-003)

GROSS LENGTH	2214.82 FEET	0.42 MILES
BRIDGE LENGTH	N/A FEET	N/A MILES
EXCEPTION LENGTH	0.000 FEET	0.000 MILES
NET LENGTH	2214.82 FEET	0.42 MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED CEDAR STREET CENTERLINE

THIS PLAN SET CONTAINS 53 SH

SHEET NUMBER	TITLE SHEI
GENERAL	LEGEND
G0.01	STATEMENT
G0.02	DRAINAGE
G0.03	REMOVAL
G0.04	TYPICAL SI
	STORMW/
	UTILITY PL
	STORM SE
	STREET PL
	INTERSECT
	TRAFFIC C
	CROSS SEC



END PROJECT: SAP 064-594-003 (CEDAR STREET) STA. 22+95.30

MAP OF THE CITY OF WABASSO REDWOOD COUNTY, MIN



BEGIN PROJECT: SAP 064-594-003 (CEDAR STREET) STA. 0+80.48

THIS HE PRIOR STATE 166 OR N IS

*David A.*  
David A. Palm, P.E.  
Design Engineer. I hereby certify that I am a duly licensed Professional Engineer.  
Date 03/14/2022

*Anthony J. De*  
Approved: Redwood County Engineer

District State Aid Engineer:  
Review for compliance with State Aid

RECORD DRAWING

PROJECT DATUM





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	1/4/2021	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Authorization to advertise for Wabasso Cedar St. Project SAP 064-594-003		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Authorization to advertise for Wabasso Cedar St. Reconstruction Project SAP 064-594-003 with individual letting date to be determined by the County Engineer.

**Background Information:**

Cedar Street in Wabasso will be reconstructed from TH 19 to May Street.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Approve purchase of pneumatic tire roller		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve the purchase of a WRT PT13 Pneumatic Tire Roller from Swanston Equipment in the amount of \$19,900.

**Background Information:**

The Highway Department will be replacing it's 1954 pneumatic tired roller which is an integral piece of equipment to continue its high standard of road maintenance. Attached is the quote from Swanston Equipment for \$19,900.00 on the in stock, WRT PT13 and a second from WRT Equipment Ltd for \$23,500.00 that has a 10-week delivery time frame.

This purchase will be funded from the Miscellaneous Small Equipment fund (\$50,805 remaining).

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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



**QUOTE**



New WRT PR-13

**Swanston Equipment**

DATE: MARCH 8, 2022

3450 W. Main Ave, Fargo, ND 58103  
 Phone 701-293-7325 Fax 701-293-9468  
 www.swanston.com

EXPIRATION DATE APRIL 8, 2022

TO

Redwood County  
 Jamie

SALESPERSON	PAYMENT TERMS	DUE DATE
Brock Leagjeld	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	<p>WRT PT13 Roller            Equipped as follows:            *Heavy 1/4 " Plate construction with formed top              edges on main body            *120 cubic foot capacity on 13 wheel model            *7'6" wide rolling width            *Drain hole in main body            COMPACTION:            *8.50 -90-15 - 6 ply rating, smooth roller tires            MECHANICAL:            *Sturdy structural steel channel removable tow hitch            *Bronzed bushed king pin            *Heavy duty 6 bolt hub            *Drop center rims            *Cast steel hub caps            *One size triple sealed Timken bearings used throughout</p>		\$19,100.00

1	Freight		\$800.00
			<i>Sales tax not included</i>
<b>TOTAL</b>			<b>\$19,900.00</b>

Quotation prepared by: Brock Leagjeld \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: Delivered

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**





**WRT Equipment Ltd.**

818 - 43rd Street East, Saskatoon, SK Canada S7K 3V1

March 9, 2022

**Attn: Jamie Larsen**  
Redwood County Highway Department  
1820 E. Bridge Street  
Redwood Falls, MN 56283

**WRT Quotation #0322-03: PT13 Pneumatic Tire**

In response to your recent request, I am presenting the following pricing for your review. Please refer to the attached brochure for technical information.

Item	Description	Qty	Price
1	PT13 – 13 Wheel Pneumatic Tire Packer	1	USD\$23,500.00

The prices above are subject to the following terms:

1. Price shown includes delivery to: 1820 E. Bridge Street, Redwood Falls, MN – unloading by customer.
2. Applicable taxes and shipping are extra
3. Delivery › 10 weeks after order acceptance and deposit received; subject to plant loading and supplier deliveries at time of order
4. Terms: › Balance due and payable upon factory completion and prior to shipment
5. Prices shown are in Canadian Funds and are valid for 15 days
6. WRT Equipment's Equipment Purchase Agreement will constitute the entire and only sale agreement between WRT and the Customer.
7. Delivery and ability to travel and provide on-site support could be impacted by the COVID-19 pandemic.

If you require further information or have any questions, please give me a call (306-244-0423).

Sincerely,

Mark Gibson - Sales Representative



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Approve purchase of push blade		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Approve the purchase of a push blade attachment from Ziegler CAT in the amount of \$5,912.50.

**Background Information:**

This purchase will be funded from the Miscellaneous Small Equipment fund (\$50,805 remaining).

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 \*\***



**TERMS**

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

**1. ACCEPTANCE.** All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.

**2. TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.

**3. FINANCING.** If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

**4. ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

**5. SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

**6. TITLE AND RISK OF LOSS; DELIVERY.** Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

**7. SHIPMENT.** Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.

**8. INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.

**9. BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

**10. DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

**11. WARRANTY LIMITATIONS.** Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

**12. WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.

**13. TRADE-IN EQUIPMENT.** Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.

**14. DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at [www.zieglercat.com/privacy](http://www.zieglercat.com/privacy) as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

**15. INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

**16. ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.

**17. FORCE MAJEURE.** Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.

**18. DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

**19. UCC.** All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

**20. COUNTERPARTS.** This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

**21. ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01-325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.







**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/22	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Approve purchase of snowblower attachment		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>		<input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Approve the purchase of a snowblower attachment from Ziegler CAT in the amount of \$7,796.00

**Background Information:**

This purchase will be funded from the Miscellaneous Small Equipment fund (\$50,805 remaining).

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 \*\***



**TERMS**

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. **ACCEPTANCE.** All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.
2. **TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.
3. **FINANCING.** If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.
4. **ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.
5. **SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.
6. **TITLE AND RISK OF LOSS; DELIVERY.** Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.
7. **SHIPMENT.** Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.
8. **INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.
9. **BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.
10. **DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
11. **WARRANTY LIMITATIONS.** Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.
12. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.
13. **TRADE-IN EQUIPMENT.** Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.
14. **DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at [www.zieglercat.com/privacy](http://www.zieglercat.com/privacy) as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.
15. **INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.
16. **ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.
17. **FORCE MAJEURE.** Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.
18. **DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.
19. **UCC.** All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.
20. **COUNTERPARTS.** This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.
21. **ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01-325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/5/2022	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Resolution to support gas tax increase		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve resolution supporting gas tax and/or general fund increase to the Highway Users Distribution (HUTD) Fund and to send to our legislators.

**Background Information:**

The HUTD consists of 35% gas tax, 34% license fees, 25% motor vehicle sales tax and 8% auto parts sales tax. A group of legislators have proposed a gas tax holiday from Memorial Day to Labor Day, which would distress our funding for road and bridge maintenance and construction. Although the holiday proposes to offset some of the lost revenue with \$200M in general fund dollars, it sets a dangerous precedent and creates a potential shortfall to the \$916,500,000 in expected gas taxes Minnesota is expected to collect this year. Labor Day to Memorial day is 27% of the year, however much travel occurs during this time period. As a reference, 27% of \$916M is \$248M, thereby showing that the proposed general fund offset would not match previous needs.

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**  
**Redwood County Support for Statewide Gas Tax Increase**  
*April 5, 2022*

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on April 5, 2022 at the Redwood County Government Center, Redwood Falls, MN:

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

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

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

WHEREAS, The Constitutionally-dedicated HUTD user fee provides a significant amount of the revenue we rely on to fix our roads and bridges and should **be increased by increasing the gas tax** which has remained stagnant at \$0.285 cents per gallon since 2012; and

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

NOW, THEREFORE BE IT RESOLVED, the Redwood County Board of Commissioners **supports a gas tax increase and adding general funds** as a method to increase the HUTD Fund.

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

*1st District*

**RICK WAKEFIELD**

P.O. Box 473

Walnut Grove, MN 56180

(507) 859-2369

Rick\_W@co.redwood.mn.us

*2nd District*

**JIM SALFER**

865 Pine Street

Wabasso, MN 56293

(507) 342-2431

Jim\_S2@co.redwood.mn.us

*3rd District*

**DENNIS GROEBNER**

250 Center Street

Clements, MN 56224

(507) 692-2235

Dennis\_G@co.redwood.mn.us

*4th District*

**BOB VANHEE**

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

Bob\_V@co.redwood.mn.us

*5th District*

**DAVE FORKRUD**

P.O. Box 235

Belview, MN 56214

(507) 430-1907

Dave\_F@co.redwood.mn.us

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

---



This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this 5<sup>th</sup> day of April, 2022

---

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*  
**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**

<b>Requested Board Date:</b>	4/5/2022	<b>Originating Dept.:</b>	Highway
<b>Preferred 2<sup>nd</sup> Date:</b>	NEXT AVAILABLE		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, PE
Approve resolution supporting RAISE grant application		<b>estimated time needed:</b>	5 mins
<b>Board Action:</b>		<input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Approve resolution supporting RAISE grant application for Federal Funding to reconstruct CSAH 2

**Background Information:**

The RAISE grant is a funding opportunity to reconstruct CSAH2 from 305th Street to CSAH 11, rehabilitate the pavement from 305th St to CSAH 24, and construct a trail from the CSAH 24/CSAH 2 intersection to the interpretive center.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

**Redwood County Board of Commissioners**

403 South Mill Street

P.O Box 130

Redwood Falls, MN 56283

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

redwoodcounty-mn.us



**Resolution Authorizing Rebuilding American Infrastructure with Sustainability and Equity  
(RAISE) Grant Application  
County State Aid Highway 2 through the Lower Sioux Indian Community**

*April 5, 2022*

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on April 5, 2022 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, the Redwood County Highway Department proposes to submit a project for the RAISE Grant Program; and

WHEREAS, County State Aid Highway (CSAH) 2 will be reconstructed and rehabilitated through the Lower Sioux Indian Community, from CSAH 24 to CSAH 11, to include a 10-ton pavement design, vertical and horizontal curve corrections, pedestrian crossings and construction of a trail segment; and

WHEREAS, said project will meet requirements and intentions for the RAISE grant program, addressing equity, climate change, tribal needs, safety, economic strength and infrastructure needs, among others;

NOW, THEREFORE BE IT RESOLVED, that Redwood County Minnesota will pursue RAISE grant funds for said purpose.

BE IT FURTHER RESOLVED, the Redwood County Highway Department is hereby authorized to act as agent on behalf of this project.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this 5<sup>th</sup> day of April, 2022

\_\_\_\_\_  
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*

**JIM SALFER**

865 Pine Street

Wabasso, MN 56293

(507) 342-2431

Jim\_S2@co.redwood.mn.us

*3rd District*

**DENNIS GROEBNER**

250 Center Street

Clements, MN 56224

(507) 692-2235

Dennis\_G@co.redwood.mn.us

*4th District*

**BOB VANHEE**

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

Bob\_V@co.redwood.mn.us

*5th District*

**DAVE FORKRUD**

P.O. Box 235

Belview, MN 56214

(507) 430-1907

Dave\_F@co.redwood.mn.us

**Redwood County Board of Commissioners**

403 South Mill Street

P.O Box 130

Redwood Falls, MN 56283

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

redwoodcounty-mn.us



**REDWOOD COUNTY BOARD OF COMMISSIONERS  
APPOINTMENT OF VETERANS SERVICE OFFICER RESOLUTION**

Motion made by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

WHEREAS, a vacancy has occurred in the Redwood County Veterans Service Office;

NOW, THEREFORE, BE IT RESOLVED, By the County Board of Redwood County, Minnesota, that Roger Zollner is hereby appointed as full time Veteran Service Officer for Redwood County, Minnesota, on the 2022 Non-Union/Department Head Salary Schedule at Step 1, \$25.59/hour, for a four year term beginning March 21, 2022 with the first 12 months of the initial appointment being a probationary period, per MN Statute §197.60.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Veteran’s Affairs.

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

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

*2nd District*  
**JIM SALFER**  
865 Pine Street  
Wabasso, MN 56293  
(507) 342-2431  
Jim\_S2@co.redwood.mn.us

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

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

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

**Redwood County Board of Commissioners**

403 South Mill Street

P.O. Box 130

Redwood Falls, MN 56283

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

redwoodcounty-mn.us



STATE OF MINNESOTA

OFFICE OF COUNTY ADMINISTRATOR  
COUNTY OF REDWOOD

I, Vicki Kletscher, Administrator of the County of Redwood, State of Minnesota, do hereby certify that I have compared the foregoing with the original proceedings filed in my office on the 5th day of April, 2022 and that the same is a true and correct copy of part thereof.

Witness my Hand and Seal of Office at Redwood Falls, Minnesota on the 5<sup>th</sup> day of April 2022.

SEAL

\_\_\_\_\_  
Vicki Kletscher  
Redwood County Administrator

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

*2nd District*  
**JIM SALFER**  
865 Pine Street  
Wabasso, MN 56293  
(507) 342-2431  
Jim\_S2@co.redwood.mn.us

*3rd District*  
**DENNIS GROEBNER**  
250 Center Street  
Clements, MN 56224  
(507) 692-2235  
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**

<b>Requested Board Date:</b> April 5, 2022	<b>Originating Dept.:</b> Administration
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b> Appoint Veteran Service Officer Roger Zollner	<b>Presenter:</b> Vicki Kletscher
	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Adopt Resolution appointing Roger Zollner as Redwood County Veteran Service Officer effective March 21, 2022

**Background Information:**

Pursuant to MN Statute § 197.60; the County Board shall appoint a qualified Veteran Service Officer and administer the Oath of Office.

Supporting Documents:  Attached     None

County Attorney Reviewed Information:  Completed     In Progress     Not applicable

**Administrators Comments:**

[Empty text box for Administrator Comments]

Reviewed by Administrator:  Yes     No

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



# OATH OF OFFICE

## OATH

STATE OF MINNESOTA

COUNTY OF *Redwood*

I, ***Roger Zollner***, do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Minnesota and that I will discharge faithfully the duties of the office of Veterans Service in the County of *Redwood*, the State of Minnesota to the best of my judgment and ability.

\_\_\_\_\_  
*Roger Zollner*

Subscribed and sworn to before me on the 5<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Commissioner Jim Salfer, Board Chair  
*Redwood* County, Minnesota

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date Commission Expires



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> April 5, 2022	<b>Originating Dept.:</b> Admin
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Vicki K
Veteran Service Officer Credit Card Authorization	<b>estimated time needed:</b> 5 min
<b>Board Action:</b> <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Authorize Auditor-Treasurer's office to obtain County Credit Card for Veteran Service Officer Roger Zollner.

**Background Information:**

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> April 5, 2022	<b>Originating Dept.:</b> Admin
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b> Schmidt Construction Change order	<b>Presenter:</b> Vicki K
	<b>estimated time needed:</b> 5 min
<b>Board Action:</b> <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve Change order for Schmidt Construction in the amount of \$22,802

**Background Information:**

Bids for the demolition of the courthouse and residential house have not been solicited yet; however, Contegrity recommended procuring the same contractor who is doing all the earthwork on the project to be the one who provides the same type of fill and performs the fill and prep work for the site rather than a random bidder. Contegrity recommends approving the bid from Schmidt, as it is very reasonable.

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 \*\***



# Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center  302 East 3rd Street Redwood Falls MN 56283	<b>CONTRACT INFORMATION:</b> Contract For: Cat.1:Earthwork/Util. Date: Oct. 6, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 005  Date: March 15, 2022
<b>OWNER:</b> <i>(name and address)</i> Redwood County PO Box 130 Redwood Falls MN 56283	<b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 MN St #W2000 St. Paul, MN 55101	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 1st St SE Little Falls, MN 56345
<b>CONTRACTOR:</b> <i>(name and address)</i> Schmidt Construction, Inc 30103 US Hwy 71 Redwood Falls MN 56283		

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Import and place fill material needed upon completion of demolition of courthouse and residential site.

The original Contract Sum was	\$	850,810.00
Net change by previously authorized Change Orders	\$	22,237.05
The Contract Sum prior to this Change Order was	\$	873,047.05
The Contract Sum will be increased by this Change Order in the amount of	\$	22,802.00
The new Contract Sum including this Change Order will be	\$	895,849.05

The Contract Time will be increased by Zero (0) days.  
The Contractor's Work shall be substantially complete on

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

<u>Wold Architects and Engineers</u> <b>ARCHITECT</b> <i>(Firm name)</i>  <b>SIGNATURE</b> <u>Jacob Wollensak, AIA</u> <b>PRINTED NAME AND TITLE</b> 3.16.22 <b>DATE:</b>	<u>Contegrity Group, Inc.</u> <b>CONSTRUCTION MANAGER</b> <i>(Firm name)</i>  <b>SIGNATURE</b> <u>Lawrence Filippi</u> <b>PRINTED NAME AND TITLE</b> March 15, 2022 <b>DATE:</b>
<u>Schmidt Construction, Inc</u> <b>CONTRACTOR</b> <i>(Firm name)</i> <b>SIGNATURE</b> <u>Jeff Schmidt/Jon Schmidt</u> <b>PRINTED NAME AND TITLE</b> <b>DATE:</b>	<u>Redwood County</u> <b>OWNER</b> <i>(Firm name)</i> <b>SIGNATURE</b> <u>Vicki Knobloch Kletscher</u> <b>PRINTED NAME AND TITLE</b> <b>DATE:</b>



# SCHMIDT CONSTRUCTION, INC.

---

*excavating • sewer & water • site work*

3/11/2022

To: Larry Filippi  
Contegrity Group Inc.  
Little Falls, Mn

RE: Granular fill for courthouse  
*Redwood City Justice Center*

Scope of work:

Import granular fill to meet proposed grading plan at demoed courthouse

Import granular fill to backfill demoed residential site

Compaction to project specs

Granular fill	1754 cy	@\$13.00/ cy	\$22,802.00
---------------	---------	--------------	-------------

Jeff Schmidt  
Schmidt Construction Inc.  
Redwood Falls, MN



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> April 5, 2022	<b>Originating Dept.:</b> Administration
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b> Acknowledge Change orders	<b>Presenter:</b> Vicki Kletscher
	<b>estimated time needed:</b> 2 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

**If Action, Board Motion Requested:**

Acknowledge change orders for Justice Center project

**Background Information:**

Ongoing changes regarding the building project and the foundation issue at the current Law Enforcement building

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Change orders have all been approved per authorization granted by County Board at beginning of building project.

Reviewed by Administrator:  Yes  No

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

Date	C.O NO	Trade Contractor	Description of Change order	Dollar Amount
3.16.22	4	Kendell Doors and Hardware	Change hardware sets to passage -originally electronic, detention doors	1,393.96
3.16.22	7	Community Electric	Custody box deletion and interview counter	0.00
3.16.22	4	Ford Metro	Custody box deletion and interview counter	1,029.00
3.16.22	9	Marshall Machine Shop	Custody box deletion and interview counter	-400.00
3.16.22	5	Patriot Erectors	Custody box deletion and interview counter	-160.00
3.16.22	4	TMI Systems Corporation	Custody box deletion and interview counter	-3,134.00
3.16.22	6	Gag Sheet Metal	Custody box deletion and interview counter	1,319.00
3.1.22	5	J&K Masonry	HVAC Terminations	9,466.00
2.16.22	8	Marshall Machine Shop	Joist Bearing Fix-Parapet wall at LEC	900.00
2.16.22	7	RTL Construction	Joist Bearing Fix-Parapet wall at LEC	3,922.66
2.16.22	2	Gag Sheet Metal	LEC Grid Parapet/joist bearing fix	3,024.00
3.16.22	3	Ford Metro	Service Windows	-3,632.64
3.16.22	3	TMI Systems Corporation	Service Windows	1,218.00
3.16.22	8	RTL Construction	Service Windows/custody box deletion and interview counter	287.10
3.16.22	5	Sussner Construction	Service Windows/custody box deletion and interview counter	0.00
<b>Change orders Total</b>				<b>\$15,233.08</b>



# AIA Document G731™ - 2019

## Change Order, Construction Manager as Adviser Edition

**PROJECT:** (name and address)  
 Redwood County New Justice Center  
 302 East 3rd Street  
 Redwood Falls MN 56283

**OWNER:** (name and address)  
 Redwood County  
 403 S. Mill St, PO Box 130  
 Redwood Falls MN 56283

**CONTRACTOR:** (name and address)  
 J&K Masonry  
 15760 Acorn Trail, Faribault, MN 55021

**CONTRACT INFORMATION:**  
 Contract For: Cat.6: Masonry  
 Date: Oct. 6, 2020

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 005  
 Date: Feb. 16, 2022

**ARCHITECT:** (name and address)  
 Wold Architects and Engineers  
 332 Minnesota St, #W2000  
 St. Paul, MN 55101

**CONSTRUCTION MANAGER:** (name and address)  
 Contegrity Group, Inc.  
 101 First Street SE  
 Little Falls, MN 56345

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- PR 20: Joist bearing fix - Parpet wall at LEC (includes add East parapet wall)
- Arch pre-cast
- PR 15: Foundation ledge - masonry scope

The original Contract Sum was	\$ 310,700.00
Net change by previously authorized Change Orders	\$ -6,537.00
The Contract Sum prior to this Change Order was	\$ 304,163.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,466.00
The new Contract Sum including this Change Order will be	\$ 313,629.00

The Contract Time will be increased by Zero (0) days.  
 The Contractor's Work shall be substantially complete on

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers  
 ARCHITECT (Firm name)

SIGNATURE  
 Jacob Wollensak, AIA  
 PRINTED NAME AND TITLE  
 03/01/2022

DATE:

J&K Masonry  
 CONTRACTOR (Firm name)

SIGNATURE  
 Randy McDonough/Ryan Jandro  
 PRINTED NAME AND TITLE

DATE:

Contegrity Group, Inc.  
 CONSTRUCTION MANAGER (Firm name)

SIGNATURE  
 Lawrence Filippi  
 PRINTED NAME AND TITLE  
 Feb. 16, 2022

DATE:

Redwood County  
 OWNER (Firm name)

SIGNATURE  
 Vicki Knobloch Kletscher  
 PRINTED NAME AND TITLE  
 3.2.22

DATE:

AIA Document G731™ - 2019 (formerly G701™ CMA - 1992). Copyright © 1992 and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:33:19 ET on 02/16/2022 under Order No.1748887164 which expires on 09/27/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@sia.org.

User Notes:

# AIA Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center 302 East 3rd Street Redwood Falls MN 56283	<b>CONTRACT INFORMATION:</b> Contract For: Cat.11: Roofing Date: Oct. 6, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 002 Date: Feb. 16, 2022
<b>OWNER:</b> <i>(name and address)</i> Redwood County 403 S. Mill St, PO Box 130 Redwood Falls MN 56283	<b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 Minnesota St, #W2000 St. Paul, MN 55101	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE Little Falls, MN 56345
<b>CONTRACTOR:</b> <i>(name and address)</i> Gag Sheet Metal, Inc 106 3rd North St, New Ulm, MN 56073		

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*




- PR 19: LEC Grid L Parapet
- PR 20: Joist Bearing Fix

The original Contract Sum was	\$ 235,100.00
Net change by previously authorized Change Orders	\$ 1,857.00
The Contract Sum prior to this Change Order was	\$ 236,957.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,024.00
The new Contract Sum including this Change Order will be	\$ 239,981.00

The Contract Time will be increased by Zero (0) days.  
The Contractor's Work shall be substantially complete on \_\_\_\_\_

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

<p><u>Wold Architects and Engineers</u> ARCHITECT <i>(Firm name)</i></p> <p> SIGNATURE</p> <p>Jacob Wollensak, AIA PRINTED NAME AND TITLE</p> <p>03/01/2022 DATE:</p>	<p><u>Contegrity Group, Inc.</u> CONSTRUCTION MANAGER <i>(Firm name)</i></p> <p> SIGNATURE</p> <p>Lawrence Filippi PRINTED NAME AND TITLE</p> <p>Feb. 16, 2022 DATE:</p>
<p><u>Gag Sheet Metal, Inc</u> CONTRACTOR <i>(Firm name)</i></p> <p>SIGNATURE</p> <p>John Gag/Jon Monson PRINTED NAME AND TITLE</p> <p>DATE:</p>	<p><u>Redwood County</u> OWNER <i>(Firm name)</i></p> <p> SIGNATURE</p> <p>Vicki Knobloch Kletscher PRINTED NAME AND TITLE</p> <p>3.2.22 DATE:</p>

# AIA<sup>®</sup> Document G731<sup>™</sup> – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT: (name and address)</b> Redwood County New Justice Center  302 East 3rd Street Redwood Falls MN 56283 <b>OWNER: (name and address)</b> Redwood County PO Box 130, Redwood Falls MN 56283 <b>CONTRACTOR: (name and address)</b> RTL Construction 290 Sarazin St, Shakopee, MN 55379	<b>CONTRACT INFORMATION:</b> Contract For: Cat.15: Gypsum Board Date: Oct. 6, 2020  <b>ARCHITECT: (name and address)</b> Wold Architects and Engineers 332 MN St #W2000, St. Paul MN	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 007  Date: Feb. 16, 2022  <b>CONSTRUCTION MANAGER: (name and address)</b> Contegriy Group, Inc. 101 First Street SE, Little Falls, MN 56345
---	--	--

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
 (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)




PR 19: LEC Grid L Parapet

The original Contract Sum was	\$ 659,969.00
Net change by previously authorized Change Orders	\$ -30,259.11
The Contract Sum prior to this Change Order was	\$ 629,709.89
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,922.66
The new Contract Sum including this Change Order will be	\$ 633,632.55

The Contract Time will be increased by Zero (0) days.  
 The Contractor's Work shall be substantially complete on

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers ARCHITECT (Firm name)  SIGNATURE Jacob Wollensak, AIA PRINTED NAME AND TITLE 03/01/2022 DATE:	Contegriy Group, Inc. CONSTRUCTION MANAGER (Firm name)  SIGNATURE Lawrence Filippi PRINTED NAME AND TITLE Feb. 16, 2022 DATE:
RTL Construction CONTRACTOR (Firm name) SIGNATURE Samantha Knutson PRINTED NAME AND TITLE DATE:	Redwood County OWNER (Firm name)  SIGNATURE Vicki Knobloch Kletscher PRINTED NAME AND TITLE 3.2.22 DATE:

# AIA<sup>®</sup> Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center 302 East 3rd Street Redwood Falls MN 56283	<b>CONTRACT INFORMATION:</b> Contract For: Cat.28: Steel Supply Date: Oct. 6, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 008 Date: Feb. 16, 2022
<b>OWNER:</b> <i>(name and address)</i> Redwood County PO Box 130, Redwood Falls MN 56283	<b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 MN St #W2000, St. Paul MN	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegry Group, Inc. 101 First Street SE, Little Falls, MN 56345
<b>CONTRACTOR:</b> <i>(name and address)</i> Marshall Machine Shop, Inc 1005 Channel Pkwy, Marshall, MN 56258		

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

**PR 20: Joist Bearing Fix**

The original Contract Sum was	\$ 224,000.00
Net change by previously authorized Change Orders	\$ 26,040.00
The Contract Sum prior to this Change Order was	\$ 250,040.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 900.00
The new Contract Sum including this Change Order will be	\$ 250,940.00

The Contract Time will be increased by Zero (0) days.  
The Contractor's Work shall be substantially complete on

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers

ARCHITECT *(Firm name)*

SIGNATURE

Jacob Wollensak, AIA

PRINTED NAME AND TITLE

03/01/2022

DATE:

Contegry Group, Inc.

CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE

Lawrence Filippi

PRINTED NAME AND TITLE

Feb. 16, 2022

DATE:

Marshall Machine Shop, Inc

CONTRACTOR *(Firm name)*

SIGNATURE

Josh Anderson

PRINTED NAME AND TITLE

DATE:

Redwood County

OWNER *(Firm name)*

SIGNATURE

Vicki Knobloch Kletscher

PRINTED NAME AND TITLE

3.2.22

DATE:

AIA Document G731™ – 2019 (formerly G701™ CMA – 1992). Copyright © 1992 and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 18:50:07 ET on 02/16/2022 under Order No.1748887164 which expires on 09/27/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADASE)



# AIA Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center 302 East 3rd Street Redwood Falls MN 56283	<b>CONTRACT INFORMATION:</b> Contract For: Cat.25: HVAC Date: Oct. 6, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 006 Date: March 16, 2022
<b>OWNER:</b> <i>(name and address)</i> Redwood County PO Box 130, Redwood Falls MN 56283	<b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 MN St #W2000, St. Paul, MN	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE, Little Falls, MN 56345
<b>CONTRACTOR:</b> <i>(name and address)</i> Gag Sheet Metal, Inc 106 3rd North St, New Ulm, MN 56073		

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

**PR 23: HVAC terminations**

The original Contract Sum was	\$ 696,000.00
Net change by previously authorized Change Orders	\$ -4,994.56
The Contract Sum prior to this Change Order was	\$ 691,005.44
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,319.00
The new Contract Sum including this Change Order will be	\$ 692,324.44

The Contract Time will be increased by Zero (0) days.  
The Contractor's Work shall be substantially complete on .

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

**Wold Architects and Engineers**

**ARCHITECT** *(Firm name)*

*Michael J. Stephens*

**SIGNATURE**

Jacob Wollensk. AIA / Michael Stephens

**PRINTED NAME AND TITLE**

3/16/22

**DATE:**

**Gag Sheet Metal, Inc**

**CONTRACTOR** *(Firm name)*

**SIGNATURE**

John Gag/Steve Gag

**PRINTED NAME AND TITLE**

**DATE:**

**Contegrity Group, Inc.**

**CONSTRUCTION MANAGER** *(Firm name)*

*Lawrence P. Filippi*

**SIGNATURE**

Lawrence Filippi

**PRINTED NAME AND TITLE**

March 16, 2022

**DATE:**

**Redwood County**

**OWNER** *(Firm name)*

*Vicki Knobloch Kletscher*

**SIGNATURE**

Vicki Knobloch Kletscher

**PRINTED NAME AND TITLE**

3.16.22

**DATE:**



# AIA Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center  302 East 3rd Street Redwood Falls MN 56283	<b>CONTRACT INFORMATION:</b> Contract For: Cat.29:Std Doors/Frames/Hardware Date: Oct. 6, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 004  Date: March 16, 2022
<b>OWNER:</b> <i>(name and address)</i> Redwood County PO Box 130, Redwood Falls MN 56283	<b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 MN St #W2000, St. Paul, MN	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE, Little Falls, MN 56345
<b>CONTRACTOR:</b> <i>(name and address)</i> Kendell Doors and Hardware, Inc 1312 Northland Dr #100, Mendota Hts MN 55120		

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*


Change hardware sets to passage for doors A124C and A141E. Original electronic hardware to be turned over to owner as attic stock.


The original Contract Sum was	\$	129,997.00
Net change by previously authorized Change Orders	\$	-5,038.77
The Contract Sum prior to this Change Order was	\$	124,958.23
The Contract Sum will be increased by this Change Order in the amount of	\$	1,393.96
The new Contract Sum including this Change Order will be	\$	126,352.19

The Contract Time will be increased by Zero (0) days.  
The Contractor's Work shall be substantially complete on

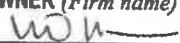
**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
 Jacob Wellensok, AIA Michael Stephens  
**PRINTED NAME AND TITLE**  
 3/16/22  
**DATE:**

Contegrity Group, Inc.  
**CONSTRUCTION MANAGER** *(Firm name)*  
  
**SIGNATURE**  
 Lawrence Filippi  
**PRINTED NAME AND TITLE**  
 March 16, 2022  
**DATE:**

Kendell Doors and Hardware, Inc  
**CONTRACTOR** *(Firm name)*  
**SIGNATURE**  
 Craig Baumgard  
**PRINTED NAME AND TITLE**  
**DATE:**

Redwood County  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
 Vicki Knobloch Kletscher  
**PRINTED NAME AND TITLE**  
 3.16.22  
**DATE:**

# AIA® Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT: (name and address)</b> Redwood County New Justice Center  302 East 3rd Street Redwood Falls MN 56283 <b>OWNER: (name and address)</b> Redwood County PO Box 130, Redwood Falls MN 56283 <b>CONTRACTOR: (name and address)</b> Community Electric, Inc 222 N Main St/Box 424 Renville MN 56284	<b>CONTRACT INFORMATION:</b> Contract For: Cat.27:Elec/Comm/ Safety/Sec. Date: Oct. 6, 2020  <b>ARCHITECT: (name and address)</b> Wold Architects and Engineers 332 MN St #W2000, St. Paul, MN	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 007  Date: March 16, 2022  <b>CONSTRUCTION MANAGER: (name and address)</b> Contegrity Group, Inc. 101 First Street SE, Little Falls, MN 56345
--	---	--

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
 (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

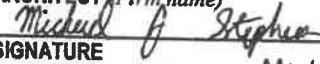
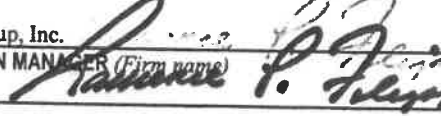
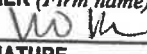
PR 22: Custody box deletion and interview counter

The original Contract Sum was	\$ 655,603.00
Net change by previously authorized Change Orders	\$ -27,174.05
The Contract Sum prior to this Change Order was	\$ 628,428.95
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 628,428.95

The Contract Time will be increased by Zero (0) days.  
 The Contractor's Work shall be substantially complete on

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers <b>ARCHITECT (Firm name)</b>  <b>SIGNATURE</b> Jacob Woltensak, AIA Michael Stephens <b>PRINTED NAME AND TITLE</b> 3/16/22 <b>DATE:</b>	Contegrity Group, Inc. <b>CONSTRUCTION MANAGER (Firm name)</b>  <b>SIGNATURE</b> Lawrence Filippi <b>PRINTED NAME AND TITLE</b> March 16, 2022 <b>DATE:</b>
Community Electric, Inc <b>CONTRACTOR (Firm name)</b> <b>SIGNATURE</b> Jon Driggs, Owner / Luke Nord <b>PRINTED NAME AND TITLE</b> <b>DATE:</b>	Redwood County <b>OWNER (Firm name)</b>  <b>SIGNATURE</b> Vicki Knobloch Kletscher <b>PRINTED NAME AND TITLE</b> 3.16.22 <b>DATE:</b>

# AIA<sup>®</sup> Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center  302 East 3rd Street Redwood Falls MN 56283	<b>CONTRACT INFORMATION:</b> Contract For: Cat.14: Alum.Frame/ Windows/Glazing Date: Oct. 6, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 004  Date: March 16, 2022
<b>OWNER:</b> <i>(name and address)</i> Redwood County 403 S. Mill St, PO Box 130 Redwood Falls MN 56283	<b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 Minnesota St, #W2000 St. Paul, MN 55101	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE Little Falls, MN 56345
<b>CONTRACTOR:</b> <i>(name and address)</i> Ford Metro, Inc 3121 40th Ave NW, Rochester, MN 55901		

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*


PR 22: Custody box deletion and interview counter

The original Contract Sum was	\$	411,800.00
Net change by previously authorized Change Orders	\$	-26,207.04
The Contract Sum prior to this Change Order was	\$	385,592.96
The Contract Sum will be decreased by this Change Order in the amount of	\$	1,029.00
The new Contract Sum including this Change Order will be	\$	384,563.96

The Contract Time will be increased by Zero (0) days.  
The Contractor's Work shall be substantially complete on

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers <b>ARCHITECT</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Michael Stepien <b>PRINTED NAME AND TITLE</b> 3/16/22 <b>DATE:</b>	Contegrity Group, Inc. <b>CONSTRUCTION MANAGER</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Lawrence Filioni <b>PRINTED NAME AND TITLE</b> March 16, 2022 <b>DATE:</b>
Ford Metro, Inc <b>CONTRACTOR</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Kevin Swanson <b>PRINTED NAME AND TITLE</b>  <b>DATE:</b>	Redwood County <b>OWNER</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Vicki Knobloch Kletscher <b>PRINTED NAME AND TITLE</b> 3.16.22 <b>DATE:</b>

# AIA® Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center 302 East 3rd Street Redwood Falls MN 56283	<b>CONTRACT INFORMATION:</b> Contract For: Cat.28: Steel Supply Date: Oct. 6, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 009 Date: March 16, 2022
<b>OWNER:</b> <i>(name and address)</i> Redwood County PO Box 130, Redwood Falls MN 56283	<b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 MN St #W2000, St. Paul MN	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE, Little Falls, MN 56345
<b>CONTRACTOR:</b> <i>(name and address)</i> Marshall Machine Shop, Inc 1005 Channel Pkwy, Marshall, MN 56258		

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

PR 22: Custody box deletion and interview counter

The original Contract Sum was	\$ 224,000.00
Net change by previously authorized Change Orders	\$ 26,940.00
The Contract Sum prior to this Change Order was	\$ 250,940.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 400.00
The new Contract Sum including this Change Order will be	\$ 250,540.00

The Contract Time will be increased by Zero (0) days.  
The Contractor's Work shall be substantially complete on

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers

ARCHITECT *(Firm name)*

*Michael J. Stephens*  
SIGNATURE

~~Jacob Wellonsak, AIA~~ Michael Stephens  
PRINTED NAME AND TITLE

3/16/22  
DATE:

DATE:

Marshall Machine Shop, Inc

CONTRACTOR *(Firm name)*

SIGNATURE

Josh Anderson

PRINTED NAME AND TITLE

DATE:

Contegrity Group, Inc.

CONSTRUCTION MANAGER *(Firm name)*

*Lawrence P. Filippi*  
SIGNATURE

Lawrence Filippi  
PRINTED NAME AND TITLE

March 16, 2022

DATE:

DATE:

Redwood County

OWNER *(Firm name)*

*W Vicki*  
SIGNATURE

Vicki Knobloch Kletscher  
PRINTED NAME AND TITLE

3.16.22  
DATE:

DATE:

# AIA<sup>®</sup> Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center 302 East 3rd Street Redwood Falls MN 56283 <b>OWNER:</b> <i>(name and address)</i> Redwood County 403 S. Mill St, PO Box 130 Redwood Falls MN 56283 <b>CONTRACTOR:</b> <i>(name and address)</i> Patriot Erectors, Inc 9520 Cty Rd 19, Ste B, Loretto, MN 55357	<b>CONTRACT INFORMATION:</b> Contract For: Cat. 7: Steel Erection Date: Oct. 6, 2020  <b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 Minnesota St, #W2000 St. Paul, MN 55101	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 005 Date: March 16, 2022  <b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE Little Falls, MN 56345
--	--	---

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

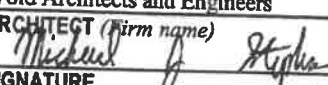
PR 22: Custody box deletion and interview counter


The original Contract Sum was	\$ 118,150.00
Net change by previously authorized Change Orders	\$ 5,827.00
The Contract Sum prior to this Change Order was	\$ 123,977.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 160.00
The new Contract Sum including this Change Order will be	\$ 123,817.00

The Contract Time will be increased by Zero (0) days.  
 The Contractor's Work shall be substantially complete on

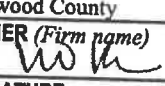
**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
 Jacob Wollensak, AIA Michael Stephens  
**PRINTED NAME AND TITLE**  
 3/16/22  
**DATE:**

Contegrity Group, Inc.  
**CONSTRUCTION MANAGER** *(Firm name)*  
  
**SIGNATURE**  
 Lawrence Filippi  
**PRINTED NAME AND TITLE**  
 March 16, 2022  
**DATE:**

Patriot Erectors, Inc  
**CONTRACTOR** *(Firm name)*  
  
**SIGNATURE**  
 Brad Jacobs/Randy Pawlicki  
**PRINTED NAME AND TITLE**  
  
**DATE:**

Redwood County  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
 Vicki Knobloch Kletscher  
**PRINTED NAME AND TITLE**  
 3.16.22  
**DATE:**

AIA Document G731™ – 2019 (formerly G701™ CMA – 1992). Copyright © 1992 and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:47:04 ET on 03/16/2022 under Order No.1748887164 which expires on 09/27/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
 User Notes:

# AIA® Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center  302 East 3rd Street Redwood Falls MN 56283	<b>CONTRACT INFORMATION:</b> Contract For: Cat.15: Gypsum Board Date: Oct. 6, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 008  Date: March 16, 2022
<b>OWNER:</b> <i>(name and address)</i> Redwood County PO Box 130, Redwood Falls MN 56283	<b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 MN St #W2000, St. Paul MN	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE, Little Falls, MN 56345
<b>CONTRACTOR:</b> <i>(name and address)</i> RTL Construction 290 Sarazin St, Shakopee, MN 55379		

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

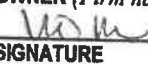
- PR 21: Service windows
- PR 22: Custody box deletion and interview counter

The original Contract Sum was	\$	659,969.00
Net change by previously authorized Change Orders	\$	-26,336.45
The Contract Sum prior to this Change Order was	\$	633,632.55
The Contract Sum will be increased by this Change Order in the amount of	\$	287.10
The new Contract Sum including this Change Order will be	\$	633,919.65

The Contract Time will be increased by Zero (0) days.  
The Contractor's Work shall be substantially complete on

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers <b>ARCHITECT</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Jacob Wellensak, AIA <b>PRINTED NAME AND TITLE</b> Michael Stephens <b>DATE:</b> 3/16/22	Contegrity Group, Inc. <b>CONSTRUCTION MANAGER</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Lawrence Filippi <b>PRINTED NAME AND TITLE</b> March 16, 2022 <b>DATE:</b>
RTL Construction <b>CONTRACTOR</b> <i>(Firm name)</i> <b>SIGNATURE</b> Samantha Knutson <b>PRINTED NAME AND TITLE</b> <b>DATE:</b>	Redwood County <b>OWNER</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Vicki Knobloch Kletscher <b>PRINTED NAME AND TITLE</b> 3.16.22 <b>DATE:</b>

AIA Document G731™ – 2019 (formerly G701™ CMA – 1992). Copyright © 1992 and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:35:06 ET on 03/16/2022 under Order No.1748887164 which expires on 09/27/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

# AIA<sup>®</sup> Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center 302 East 3rd Street Redwood Falls MN 56283 <b>OWNER:</b> <i>(name and address)</i> Redwood County PO Box 130, Redwood Falls MN 56283 <b>CONTRACTOR:</b> <i>(name and address)</i> Sussner Construction 305 Legion Field Rd, Marshall, MN 56258	<b>CONTRACT INFORMATION:</b> Contract For: Cat.9: Carpentry Date: Oct. 6, 2020 <b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 MN St #W2000 St. Paul MN	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 005 Date: March 16, 2022 <b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE, Little Falls, MN 56345
---	--	---

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

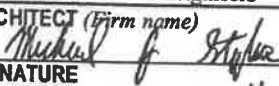
PR 21: Service windows  
 PR 22: Custody box deletion and interview counter

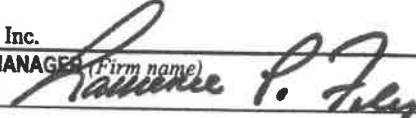
The original Contract Sum was	\$ 103,645.00
Net change by previously authorized Change Orders	\$ 2,772.00
The Contract Sum prior to this Change Order was	\$ 106,417.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 106,417.00

The Contract Time will be increased by Zero (0) days.  
 The Contractor's Work shall be substantially complete on


**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
 Jacob Wollensak AIA Michael Steplens  
**PRINTED NAME AND TITLE**  
 3/16/22  
**DATE:**

Contegrity Group, Inc.  
**CONSTRUCTION MANAGER** *(Firm name)*  
  
**SIGNATURE**  
 Lawrence Filippi  
**PRINTED NAME AND TITLE**  
 March 16, 2022  
**DATE:**

Sussner Construction  
**CONTRACTOR** *(Firm name)*  
**SIGNATURE**  
 Travis Madden  
**PRINTED NAME AND TITLE**  
**DATE:**

Redwood County  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
 Vicki Knobloch Kletscher  
**PRINTED NAME AND TITLE**  
 3.16.22  
**DATE:**



# AIA<sup>®</sup> Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT:</b> <i>(name and address)</i> Redwood County New Justice Center 302 East 3rd Street Redwood Falls MN 56283 <b>OWNER:</b> <i>(name and address)</i> Redwood County 403 S. Mill St, PO Box 130 Redwood Falls MN 56283 <b>CONTRACTOR:</b> <i>(name and address)</i> TMI Systems Corporation 50 South 3rd Ave W, Dickonson, ND 58601	<b>CONTRACT INFORMATION:</b> Contract For: Cat.8: Casework Date: Oct. 6, 2020  <b>ARCHITECT:</b> <i>(name and address)</i> Wold Architects and Engineers 332 Minnesota St, #W2000 St. Paul, MN 55101	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 003 Date: March 16, 2022  <b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> Contegrity Group, Inc. 101 First Street SE Little Falls, MN 56345
---	---	---

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

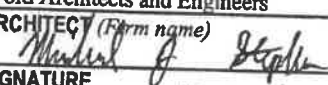
PR 21: Service windows

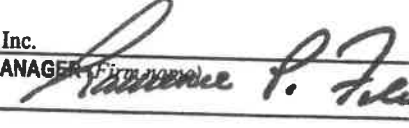
The original Contract Sum was	\$ 291,719.00
Net change by previously authorized Change Orders	\$ -2,179.00
The Contract Sum prior to this Change Order was	\$ 289,540.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,218.00
The new Contract Sum including this Change Order will be	\$ 290,758.00

The Contract Time will be increased by Zero (0) days.  
 The Contractor's Work shall be substantially complete on


**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
 Melissa Orin Michael Stephens  
**PRINTED NAME AND TITLE**  
 3/16/22  
**DATE:**

Contegrity Group, Inc.  
**CONSTRUCTION MANAGER** *(Firm name)*  
  
**SIGNATURE**  
 Lawrence Filippi  
**PRINTED NAME AND TITLE**  
 March 16, 2022  
**DATE:**

TMI Systems Corporation  
**CONTRACTOR** *(Firm name)*  
**SIGNATURE**  
 Todd Braun  
**PRINTED NAME AND TITLE**  
**DATE:**

Redwood County  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
 Vicki Knobloch Kletscher  
**PRINTED NAME AND TITLE**  
 3.16.22  
**DATE:**

# AIA® Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT: (name and address)</b> Redwood County New Justice Center 302 East 3rd Street Redwood Falls MN 56283 <b>OWNER: (name and address)</b> Redwood County 403 S. Mill St, PO Box 130 Redwood Falls MN 56283 <b>CONTRACTOR: (name and address)</b> TMI Systems Corporation 50 South 3rd Ave W, Dickonson, ND 58601	<b>CONTRACT INFORMATION:</b> Contract For: Cat.8: Casework Date: Oct. 6, 2020  <b>ARCHITECT: (name and address)</b> Wold Architects and Engineers 332 Minnesota St, #W2000 St. Paul, MN 55101	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 004 Date: March 16, 2022  <b>CONSTRUCTION MANAGER: (name and address)</b> Contegrity Group, Inc. 101 First Street SE Little Falls, MN 56345
--	--	--

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
 (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

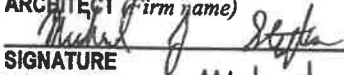
PR 22: Custody box deletion and interview counter

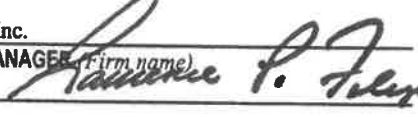
The original Contract Sum was	\$ 291,719.00
Net change by previously authorized Change Orders	\$ -961.00
The Contract Sum prior to this Change Order was	\$ 290,758.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 3,134.00
The new Contract Sum including this Change Order will be	\$ 287,624.00

The Contract Time will be increased by Zero (0) days.  
 The Contractor's Work shall be substantially complete on

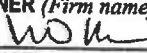
**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers  
**ARCHITECT (Firm name)**  
  
**SIGNATURE**  
 Melissa Stein Michael Stephens  
**PRINTED NAME AND TITLE**  
 3/16/22  
**DATE:**

Contegrity Group, Inc.  
**CONSTRUCTION MANAGER (Firm name)**  
  
**SIGNATURE**  
 Lawrence Filippi  
**PRINTED NAME AND TITLE**  
 March 16, 2022  
**DATE:**

TMI Systems Corporation  
**CONTRACTOR (Firm name)**  
**SIGNATURE**  
 Todd Braun  
**PRINTED NAME AND TITLE**  
**DATE:**

Redwood County  
**OWNER (Firm name)**  
  
**SIGNATURE**  
 Vicki Knobloch Kletscher  
**PRINTED NAME AND TITLE**  
 3.16.22  
**DATE:**



# AIA Document G731™ – 2019

## Change Order, Construction Manager as Adviser Edition

<b>PROJECT: (name and address)</b> Redwood County New Justice Center  302 East 3rd Street Redwood Falls MN 56283 <b>OWNER: (name and address)</b> Redwood County 403 S. Mill St, PO Box 130 Redwood Falls MN 56283 <b>CONTRACTOR: (name and address)</b> Ford Metro, Inc 3121 40th Ave NW, Rochester, MN 55901	<b>CONTRACT INFORMATION:</b> Contract For: Cat.14: Alum.Frame/ Windows/Glazing Date: Oct. 6, 2020  <b>ARCHITECT: (name and address)</b> Wold Architects and Engineers 332 Minnesota St, #W2000 St. Paul, MN 55101	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 003  Date: March 16, 2022  <b>CONSTRUCTION MANAGER: (name and address)</b> Contegrity Group, Inc. 101 First Street SE Little Falls, MN 56345
---	---	--

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
 (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

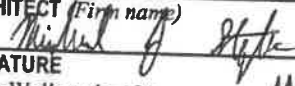
PR 21: Service windows

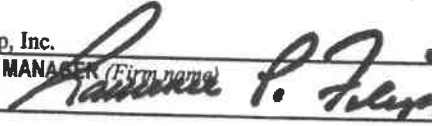
The original Contract Sum was	\$ 411,800.00
Net change by previously authorized Change Orders	\$ -22,574.40
The Contract Sum prior to this Change Order was	\$ 389,225.60
The Contract Sum will be decreased by this Change Order in the amount of	\$ 3,632.64
The new Contract Sum including this Change Order will be	\$ 385,592.96

The Contract Time will be increased by Zero (0) days.  
 The Contractor's Work shall be substantially complete on


**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Wold Architects and Engineers  
**ARCHITECT (Firm name)**  
  
**SIGNATURE**  
 Jacob Wolkebaek, AIA  
**PRINTED NAME AND TITLE**  
 3/16/22  
**DATE:**

Contegrity Group, Inc.  
**CONSTRUCTION MANAGER (Firm name)**  
  
**SIGNATURE**  
 Lawrence Filippi  
**PRINTED NAME AND TITLE**  
 March 16, 2022  
**DATE:**

Ford Metro, Inc  
**CONTRACTOR (Firm name)**  
**SIGNATURE**  
 Kevin Swanson  
**PRINTED NAME AND TITLE**  
**DATE:**

Redwood County  
**OWNER (Firm name)**  
  
**SIGNATURE**  
 Vicki Knobloch Kletscher  
**PRINTED NAME AND TITLE**  
 3.16.22  
**DATE:**



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4-5-22	<b>Originating Dept.:</b> Administration
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Vicki Kletscher
Set Passport Picture Fee	<b>estimated time needed:</b> 2 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Set the price of a passport picture at \$10.00 in the 2022 County Fee Schedule

**Background Information:**

The Administration Office is now equipped to take passport photos. Currently Walmart is the only option for passport photos in Redwood Falls and it is very inconvenient for many of our customers.

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 \*\***



**SUMMIT CARBON**  
SOLUTIONS

# Let's Chat...

Summit Carbon Solutions is inviting all landowners in the community interested in learning more about our CO<sub>2</sub> project to join us at an informational open house and Q&A session. We would like the opportunity to discuss the details of our project, and why we think our project is a win for every farmer in Minnesota, as well as a critical step in helping future generations of farmers enjoy strong corn prices and high land values for decades to come.

**April 6<sup>th</sup> 7:30 a.m. - 9:30 a.m.**  
**Heron Lake Community Center**  
312 10th St.  
Heron Lake, MN 56137

**April 6<sup>th</sup> 12:30 p.m. - 2:30 p.m.**  
**Windom Community Center**  
1750 Cottonwood Lake Drive  
Windom, MN 56101

**April 6<sup>th</sup> 5:30 p.m. - 7:30 p.m.**  
**Redwood Falls Community Center**  
901 E Cook St.  
Redwood Falls, MN 56283

**April 7<sup>th</sup> 11:30 a.m. - 1:30 p.m.**  
**Sacred Heart Community Center**  
309 1st Ave.  
Sacred Heart, MN 56285

**April 7<sup>th</sup> 5:30 p.m. - 7:30 p.m.**  
**The Rock: Dining and Events**  
1940 11th Ave.  
Granite Falls, MN 56241

**April 8<sup>th</sup> 11:30 a.m. - 1:30 p.m.**  
**Bigwood Event Center**  
925 Western Ave.  
Fergus Falls, MN 56537

For more information or questions, please email [info@summitcarbon.com](mailto:info@summitcarbon.com)



**SUMMIT CARBON**  
SOLUTIONS

**2321 N. Loop Dr. Ste 221**  
**Ames, IA 50010**