

AGENDA
REDWOOD COUNTY BOARD OF COMMISSIONERS

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

TUESDAY SEPTEMBER 5, 2023
COMMISSIONERS ROOM, GOVERNMENT CENTER
REDWOOD FALLS, MINNESOTA

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

8:30 a.m.

- Call to Order; Pledge of Allegiance
- Open Forum
- Review and approve September 5 meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
 - August 15th minutes
 - Bills

8:35 a.m.

- **ECONOMIC DEVELOPMENT**
Briana Mumme
 - 1) Tax Forfeited Blight Removal Grant Application- Walnut Grove
 - 2) Tax Forfeited Blight Removal Grant Application- Morgan
 - 3) First Children's Finance Memorandum of Agreement

8:45 a.m.

- **TECHNOLOGY**
Paul Parsons
 - 1) Matrix Purchase and Service Agreement
 - 2) RSA ID Plus

8:55 a.m.

- **CRIME VICTIM SERVICES**
Denise Kerkhoff
 - 1) 2023-2024 Crime Victim Services Grant
 - 2) Resolution authorizing SWIFT signatures- paperwork pending

9:00 a.m.

- **BAKER & TILLY**
Doug Green
 - 1) Bond Interest Update

9:20 a.m.

- **ROAD & BRIDGE**
Anthony Sellner
 - 1) Approve Bills
 - 2) Award Construction Contract 23-4, HSIP 6423 (221)

Agenda
Board of Commissioners
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- 3) Authorize Signing Contract 23-4, HSIP 6423 (221)- pending attorney approval & contractor signatures.

9:30 a.m. BREAK

9:40 a.m.

- **ADMINISTRATION**
 - 1) RCRCA Joint Powers Agreement
 - 2) Surplus Property
 - 3) Marco Copier Agreement- paperwork pending

9:55 a.m.

Personnel Action Items:

- 1) *Resignation*
- 2) *Resignation*

10:00 a.m. DITCH AUTHORITY

- **Public Hearing**
Mark Behrens
 - 1) Final Redetermination Hearing- CD 14-1, CD 100, CD 101, CD 104, JD 5-1 Bunge, JD 5-1 Kunkel, JD5-1 Nelson, JD 7, JD 16.

Commissioner Items:

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

September 5th – 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,
Board Room

September 6th – 7:00 p.m. – Redwood County Association of Townships Annual Meeting– Seaforth
Community Center

September 13th – 5:00 p.m. – A.C.E. Annual Appreciation Banquet – St. Catherine’s Catholic Church,
Board Room

September 13th–15th – AMC Fall Policy Conference– Arrowwood, Alexandria

September 19th – 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,
Board Room

October 3rd – 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,
Board Room

October 17th – 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,
Board Room

REDWOOD COUNTY, MINNESOTA

August 15, 2023

The Commissioners participated in a JD5 meeting with Brown County at 8:15 a.m.

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, Bob Van Hee, Jim Salfer, and Dave Forkrud, Dennis Groebner, County Administrator Vicki Kletscher, County Attorney Jenna Peterson, Auditor-Treasurer Jean Price, Administration Assistant Sierra Fluck, Development Coordinator Briana Mumme, Environmental Director Nick Brozek, Technology Coordinator Paul Parsons, County Engineer Anthony Sellner, Baker & Tilly Advisor Doug Green, Emergency Management Director Jim Sandgren, County Recorder Joyce Anderson, Westlake Properties, LLD Principle Richard Sherman, Redwood County Fair board Jeff Potter and John Welu, Invenergy representatives Monica Monterrosa and Hamzah Khan, Bob LeSage, Keith Muetzel.

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 revised August 15th agenda.

Chair Salfer asked the Board Members to identify any areas in which they had a conflict of interest, there were none.

CONSENT AGENDA

- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve the following:
 - August 1st board minutes.
 - Payment of bills.

General Fund	\$ 70,327.10
Building Fund	\$ 158.51
Ditch Fund	\$ 287,607.78
Soil & Water	\$ 85,763.62
Solid Waste Fund	\$ 135.37
Human Services Fund	\$ 21,178.58
Insurance	\$ 454.20

- Bills exceeding \$2,000:

<u>Vendor Name</u>	<u>Amount</u>
MN COMMISSION OF FINANCE	4,751.00
9 Payments less than 2 0 0 0	2,509.12
Final Total:	7,260.12

<u>Vendor Name</u>	<u>Amount</u>
REDWOOD FALLS PUBLIC UTILITIES	3,163.97

7	Payments less than 2 0 0 0	1,465.53
	Final Total:	4,629.50

<u>Vendor Name</u>	<u>Amount</u>	
BLUE CROSS BLUE SHIELD OF MINNESO	55,067.59	
BLUE CROSS BLUE SHIELD OF MINNESO	2,152.00	
BLUE CROSS BLUE SHIELD OF MINNESO	19,680.07	
BLUE CROSS BLUE SHIELD OF MINNESO	23,655.14	
MINNESOTA DEPARTMENT of REVENUE	48,185.22	
REDWOOD COUNTY LICENSE CENTER	3,039.10	
REDWOOD ELECTRIC COOPERATIVE	2,794.67	
REDWOOD FALLS PUBLIC UTILITIES	3,843.78	
REDWOOD FALLS PUBLIC UTILITIES	8,121.87	
WELLS FARGO ADVISORS	245,000.00	
WEX LEAP	7,500.69	
WEX LEAP	7,500.69	
50 Payments less than 2 0 0 0	15,438.69	
	Final Total:	441,979.51

<u>Vendor Name</u>	<u>Amount</u>	
CENTERPOINT ENERGY RESOURCE	2,079.97	
11 Payments less than 2 0 0 0	2,316.93	
	Final Total:	4,396.90

<u>Vendor Name</u>	<u>Amount</u>	
JOHN RILEY CONSTRUCTION INC	930,383.10	
R & G CONSTRUCTION CO	751,160.25	
9 Payments less than 2 0 0 0	1,219.37	
	Final Total:	1,682,762.72

<u>Vendor Name</u>	<u>Amount</u>	
8 Payments less than 2 0 0 0	2,900.31	
	Final Total:	2,900.31

<u>Vendor Name</u>	<u>Amount</u>	
EVERSTRONG CONSTRUCTION INC	353,005.75	
FARMWARD COOPERATIVE	4,692.96	
3 Payments less than 2 0 0 0	179.22	
	Final Total:	357,877.93

<u>Vendor Name</u>	<u>Amount</u>	
METLIFE	4,071.02	
REDWOOD SOIL & WATER CONS DIST	10,000.00	
SOUTHWEST HEALTH & HUMAN SERVICE	23,185.50	
7 Payments less than 2 0 0 0	2,095.46	
	Final Total:	39,351.98

<u>Vendor Name</u>	<u>Amount</u>	
FARMWARD COOPERATIVE	5,918.15	
KNIFE RIVER CORPORATION	3,099,158.56	
5 Payments less than 2000	1,100.35	
	Final Total:	3,106,177.06

<u>Vendor Name</u>	<u>Amount</u>
AMERICAN COMMUNICATIONS INC	2,250.00
MORRIS ELECTRONICS INC	7,856.01
4 Payments less than 2 0 0 0	1,325.99

Final Total: 11,432.00

<u>Vendor Name</u>	<u>Amount</u>
ADVANCED CORRECTIONAL HEALTHCAR	10,449.92
BEACH TRANSPORT	164,501.55
BEHREND/MARK	2,957.50
COUNTIES PROVIDING TECHNOLOGY	4,684.00
DOUBLER/TIM	2,400.00
JESSE'S COLLISION & RESTORATION LLC	4,905.46
KNOWiNK, LLC	10,762.50
LITZAU FARM DRAINAGE INC	65,739.38
MNL, INC	22,159.43
MORRIS ELECTRONICS INC	2,899.60
NORTHLAND EROSION CONTROL	26,784.87
QUARNSTROM & DOERING PA	2,319.94
REDWOOD COUNTY HIGHWAY DEPT	6,259.85
RELIANCE TELEPHONE INC	2,000.00
RICHARDS/BILL	82,363.62
SOUTHWEST HEALTH & HUMAN SERVICE	21,178.58
THE MARKET AT REDWOOD LLC	8,885.02
84 Payments less than 2 0 0 0	23,330.28
Final Total:	464,581.50

EMPLOYEE RECOGNITION

- The Board recognized Tom Ellingson- Maintenance Specialist for 5 years of Service to Redwood County.
- The Board recognized Paul Parsons- Technology Coordinator for 10 years of Service to Redwood County.
- The Board recognized Jenifer Manthei- Legal Assistant/Office Coordinator for 15 years of Service to Redwood County.

AUDITOR/TREASURER

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the Cash Balance Report, Investment Summary, Budget Reports, General Fund; Road and Bridge; Building; Human Services; Ditch; Health; Debt Service; Insurance; Solid Waste; Soil and Water and Conservation District Fund, and July 2023 Disbursements in the amount of \$5,658,768.03.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to table the CPT Professional Services agreement until the October 3rd Board meeting.
- Price gave an update to the Board on the temporary transfers made from the General Fund to the Ditch fund with a total of \$1,327,230.75 from October 2022 through July 2023.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the Revenue Recapture Agreement with the Department of Revenue to recapture mobile home delinquent taxes.
- On motion by Forkrud, second by Wakefield, in a roll-call vote with Salfer, Van Hee, Wakefield, Groebner, and Forkrud all voting aye. The Board adopted the following Resolution.

ORDER OF COUNTY BOARD FOR SALE OF NON-CONSERVATION LANDS FORFEITED TO THE STATE FOR NON-PAYMENT OF TAXES

The County Board of Redwood County, Minnesota, having considered the sale of lands in said County forfeited to the State of Minnesota under any law declaring such forfeiture of lands for taxes and classified as Non-Conservation Lands, having appraised the value thereof and of the timber thereon separately, and having in mind

the accessibility thereof, to existing public improvements and the effect of the sale and occupancy thereof on the public burdens, hereby determines that it is advisable to sell the same;

IT IS HEREBY ORDERED, That those tracts of said "Non-Conservation Lands" in said County described and appraised as follows, to wit:

**List of 2023 Tax-Forfeited Land For
Public Sale**

83-565-0160	City of Lambertton	601 W Second Ave	\$1,000.00	\$2,296.76
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Lots One (1) and Two (2), Block Three (3), M.L. McGee's Addition, City of Lambertton, Redwood County, Minnesota.

	City of Lucan			
84-200-0820	210 Main St		\$250.00	\$613.24

Lots Number Ten (10), Eleven (11) and Twelve (12) in Block Number Five (5) of the City of Lucan, Minnesota, according to the recorded plat thereof;

City of Morgan

86-386-0160	312 E Third St		100.00	\$6,969.79
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The Southeast Twenty-five (25) feet of Lot Number Eight (8) and the Northwest Twenty-five (25) feet of Lot Number Nine (9) of Block One (1), Gerstmann's Re-arrangement of Block Ten (10), First Addition to the City of Morgan, Redwood County, Minnesota.

City of Redwood Falls

88-422-2280	207 E Broadway St		\$500.00	\$3,562.12
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Lot Number Eight (8), Block Number Eleven (11) of Hitchcock's First Addition to the Village (now city) of Redwood Falls, according to the recorded plat thereof.

88-422-2360	120 E Wyoming St		\$1,000.00	\$19,477.96
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Lot Number One (1), and the East Five (5) feet of lot number Two (Z), In Block Number Twelve (12), of Hitchcock's First Addition to the City of Redwood Falls, according to the recorded Plat thereof.

88-505-0320	304 Valley View Dr		\$3,000.00	\$1,004.68
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Lot No. Seven (7) of Block No. Two (2) of K-V Addition to the City of North Redwood, according to the recorded plat thereof.

88-868-0040	no physical address	\$1,500.00	\$0.00
Lots Three and Four (3 & 4) of Block One (1) of Watsons Fourth Addition to the village of Redwood Falls, in Redwood County, Minnesota, according to the plat thereof on file and of record in the office of Register of Deeds in and for said County.			
City of Vesta			
92-200-1000	S Broadway St	\$100.00	\$0.00
The West Forty (40) feet of Lot Number Six (6) in Block Number Six (6) in the Village (now City) of Vesta, according to the recorded plat thereof.			

City of Walnut Grove			
94-220-0120	Clarke St	\$100.00	\$0.00
THE WEST SEVEN AND ONE-HALF (7 1/2) FEET OF LOT NUMBER SEVEN (7) OF BLOCK NUMBER ONE (1) OF ANDERSON'S ADDITION TO THE VILLAGE OF WALNUT GROVE, MINNESOTA, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR SAID COUNTY. SUBJECT, ALSO TO AN EASEMENT AND RIGHT OF WAY TO THE INTERSTATE POWER COMPANY, A CORPORATION, DATED OCTOBER 1, 1946, FILED FOR RECORD OCTOBER 21, 1946, AND SHOWN OF RECORD IN BOOK 40 OF MISC. ON PAGE 539. SUBJECT, ALSO TO AN EASEMENT AND RIGHT OF WAY TO THE INTERSTATE POWER COMPANY, A CORPORATION, DATED JULY 15TH, 1959, AND FILED FOR RECORD SEPTEMBER 14, 1959, AND SHOWN OF RECORD IN BOOK 52 OF MISCELLANEOUS ON PAGE 537, IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR REDWOOD COUNTY, MINNESOTA.			
94-568-0720	441 Ninth St	\$250.00	\$1,468.68
Lot Five (5), Block Five (5) in Master's Addition to the Village of Walnut Grove, according to the plat thereof on file and of record in the office of the Register of Deeds, Redwood County, Minnesota			

be sold at public sale by the County Auditor-Treasurer of said County in the County Board Room at the Government Center commencing at 9:00 a.m. on the 13th day of September 2023 and thereafter according to law.

BE IT FURTHER RESOLVED, that the terms and conditions of the sale of tax forfeited land will be as follows:

PUBLIC SALES:

All tax forfeited land will be offered at a public sale and sold to the highest bidder. The minimum bid acceptable is the basic sale price (appraised value) that is shown on the list of tax-forfeited land.

TERMS:

All sales shall be for "**Cash or Credit Card** (2.49% consumer fee), **Day of Sale**". All sales are final and no provisions will be made for a refund or exchange. Checks will be made payable to "**Redwood County**".

OTHER CHARGES (PAYMENT MADE AT TIME OF SALE):

1. State Deed charge of \$25 per deed.
2. State Assurance Fund- 3% of the purchase price.
3. State Deed Tax. The tax is based on the amount of the sale at the rate of \$3.30 for each \$1,000, with a minimum of \$1.65.
4. \$46 Recording Fee per deed.
5. \$50 Fee if well certificate is needed.

CONDITIONS: RESTRICTIONS ON THE USE OF THE PROPERTIES

Sales are subject to the following restrictions on the use of the properties:

1. Existing leases;
2. Easements obtained by a governmental subdivision or state agency for a public purpose;
3. Building codes and zoning laws;
4. All sales are final with no refunds or exchanges allowed;
5. The appraised value does not represent a basis for future taxes; and
6. Buyer is purchasing property "**AS IS**"

SPECIAL ASSESSMENTS: LEVIED BEFORE AND AFTER FORFEITURE

The balance of any special assessments that were levied before forfeiture and canceled at forfeiture are not included in the basic sale price and may be reassessed by the municipality. These special assessments are shown on the list of tax forfeited land under the column entitled "Special Assessments Subject to Reassessment."

Local improvement constructed, but not yet assessed, must be assumed by the purchaser.

IMPORTANT: To find out if a particular tax forfeited parcel may be assessed or re-assessed please contact the local municipality the parcel is located in.

PROHIBITED PURCHASERS:

The County Auditor per MN Statute 282.016 has the authority to prohibit a person or entity from purchasing a tax forfeited property if that person or entity owns property within the county for which there are delinquent taxes owing.

STRAW BUYERS:

Straw buyers are prohibited from purchasing or bidding on a tax forfeited property for the previous owner as described in MN Statute 282.241 for an amount less than the sum of all delinquent taxes and assessments computed under MN Statute 282.251, together with penalties, interest, and costs, that accrued or would have accrued if the parcel of land had not forfeited to the state.

RESTRICTIVE COVENANT:

Per MN Statute, Secs. 103F.535 and 282.018, Subd. 2

TITLE:

The buyer will receive a receipt at the time of sale.

The Department of Revenue will issue a state quitclaim deed after full payment is made. A state deed has the characteristics of a patent from the State of Minnesota.

BOUNDARIES:

Redwood County is not responsible for locating boundaries on Tax Forfeited Lands.

RADON WARNING STATEMENT

The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling.

Redwood County is not aware of any radon testing conducted on any of these properties. No radon records are available and radon concentration levels are unknown. It is not known if a radon mitigation system is in place on any of the properties.

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve records destruction for the Auditor-Treasurer Office.

ADMINISTRATION

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

**RESOLUTION RECOMMENDING THAT MITCH KLING AND BILL UFKIN
BE APPOINTED TO THE
LINCOLN PIPESTONE RURAL WATER SYSTEM BOARD OF COMMISSIONERS**

BACKGROUND INFORMATION

WHEREAS, Mitch Kling's 4-year term as a Commissioner on the Lincoln Pipestone Rural Water System (LPRW) Board of Commissioners is scheduled to expire at midnight on December 31, 2023; and

WHEREAS, Bill Ufkin's 4-year term as a Commissioner on the LPRW Board of Commissioners is scheduled to expire at midnight on December 31, 2023; and

WHEREAS, on June 26, 2023, the LPRW Board of Commissioner unanimously passed a Motion which recommends that Mitch Kling and Bill Ufkin be re-appointed to another 4 year term on the LPRW Board of Commissioners; and

WHEREAS, the County Board of Commissioners believes that Mitch Kling and Bill Ufkin are qualified to act as Commissioners on the Lincoln Pipestone Rural Water Board of Commissioners and are worthy of appointment

RESOLUTION

NOW BE IT NOW RESOLVED, that the Jackson County Board of Commissioners hereby recommends that Mitch Kling and Bill Ufkin be appointed to the Lincoln Pipestone Rural Water System Board of Commissioners pursuant to and provided for by Minnesota Statutes §116A et seq., for a 4-year term which shall commence on January 1, 2024 and shall expire at midnight on December 31, 2027.

NOW BE IT NOW RESOLVED, that the Redwood County Board of Commissioners hereby recommends that Mitch Kling and Bill Ufkin be appointed to the Lincoln Pipestone Rural Water System Board of Commissioners pursuant to and provided for by Minnesota Statutes §116A et seq., for a 4-year term which shall commence on January 1, 2024 and shall expire at midnight on December 31, 2027

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve the 2022-2023 Recorder's Annual Compliance Report.
- The Board reviewed the July 2023 Jail Population report.

BAKER & TILLY

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

RESOLUTION AUTHORIZING ·
THE ISSUANCE AND SALE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS,
SERIES 2023A, SUBJECT TO CERTAIN PARAMETERS;
FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY;

AND AUTHORIZING A TAX LEVY FOR THE PAYMENT THEREOF

WHEREAS, pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 373.40 (the "Act"), Redwood County, Minnesota (the "County") is authorized to finance certain capital improvements under an approved capital improvement plan by the issuance of general obligation bonds of the County payable from ad valorem taxes. Capital improvements include acquisition or betterment of public lands, buildings or other improvements within a county for the purpose of a county courthouse, administrative building, health or social service facility, correctional facility, jail, law enforcement center, hospital, morgue, library, park, qualified indoor ice arena, roads and bridges, public works facilities, fairground buildings, and records and data storage facilities, and the acquisition of development rights under Minnesota Statutes, Chapter 84C. Capital improvements do not include a recreation or sports facility building (such as, but not limited to, a gymnasium, ice arena, racquet sports facility, swimming pool, exercise room or health spa), unless the building is part of an outdoor park facility and is incidental to the primary purpose of outdoor recreation.

WHEREAS, the County held a public hearing on August 1, 2023, regarding its 2023 -2027 Redwood County Five Year Capital Improvement Plan (the "Plan") and the issuance of bonds in the maximum principal amount of \$10,200,000 to finance planned capital improvements set forth therein, all in accordance with the Act. The Plan authorizes issuance of bonds to pay the cost of certain capital improvements identified in the Plan, including without limitation improvements to the roads and bridges in the County as set forth therein (the "Improvements").

WHEREAS, the sale of the Bonds will not be awarded to a purchaser unless and until 30 days after the hearing have expired and the County has not received a petition for a referendum on the issuance of bonds to pay costs of the Improvements as required by the Act.

WHEREAS, it is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Capital Improvement Plan Bonds, Series 2023A (the "Bonds"), subject to certain parameters provided herein, in the aggregate principal amount of approximately \$10,200,000 plus the amount of any premium, to finance the Improvements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners (the "Board") of the County, as follows:

Section 1. Sale of Bonds.

1.01 Terms of Bond Sale; Notice; Pricing Committee. The County has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota ("Baker Tilly") as an independent municipal advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker

Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the County on a competitive basis without requirement of published notice. The terms of the Bonds and the sale thereof shall be approximately as set forth in the Terms of Proposal attached as **Exhibit A** hereto, which are hereby approved, as may be adjusted in accordance with the parameters set forth herein. The County hereby determines to sell the Bonds in accordance with the procedures set forth in **Exhibit A**. The County hereby establishes a pricing committee with respect to the sale of the Bonds comprised of the County Board Chair (the "Chair") and the County Administrator (the "Administrator" and together with the Chair, the "Pricing Committee"). The

Pricing Committee is authorized and directed, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the "Purchaser"), not later than 90 days from the date hereof, in an aggregate principal amount not to exceed \$10,200,000 plus any premium, with a true interest cost not to exceed 4.00% and a final maturity date not later than February 1, 2034; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; (iv) approve the tax levy for the repayment of the Bonds; (v) take any other appropriate action with respect to the Bonds. Subject to a determination by the Pricing Committee, the County hereby approves the sale of the Bonds to the Purchaser, at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost.

1.01 Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Account of the Fund hereinafter created, or deposited in the Construction Account of the Fund hereinafter created, as determined by the Administrator after consultation with the County's municipal advisor. The Chair and Administrator are authorized to execute a contract with the

Purchaser on behalf of the County, if requested by the Purchaser.

1.02 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the County will forthwith issue and sell the Bonds, pursuant to the Act, in an aggregate principal amount not to exceed \$10,200,000 plus any premium, originally dated the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

1.03 Optional Redemption. The County may elect on February 1, 2032, and on any day thereafter, to redeem Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.05. Pricing Committee. The Pricing Committee shall meet on September 14, 2023, or another date selected by the Pricing Committee, to award the sale of the Bonds to the Purchaser. Upon awarding the sale of the Bonds, the Pricing Committee shall complete and sign a certificate (the "Pricing Committee Certificate") in substantially the form set forth in **Exhibit C** attached hereto. The

County Administrator is authorized and directed to attach the Pricing Committee Certificate, when complete, to this resolution.

1.06. Mandatory Redemption: Term Bonds. The Bonds may be subject to mandatory sinking fund redemption if so requested by the Purchaser and approved by the Pricing Committee.

Section 2. Registration and Payment.

2.01 Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02 Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners of record thereof as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03 Registration. The County will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the County and the Registrar with respect thereto are as follows:

- (a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.
- (b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.
- (c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the registered owner's attorney in writing.
- (a) Cancellation. All Bonds surrendered upon a transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the County.
- (b) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer such Bond until the Registrar is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
- (c) Persons Deemed Owners. The County and the Registrar may treat the person in whose name a Bond, at any time, is registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.
- (d) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for each transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.
- (e) Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Registrar will be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Bond prior to payment.

- (f) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the

specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

- 2.01 Appointment of Initial Registrar. The County hereby appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Chair and the Administrator are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the Administrator will transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.
- 2.02 Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Administrator and executed on behalf of the County by the signatures of its Chair and its Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of the Bonds, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the Auditor/Treasurer will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in **EXHIBIT B.**

3.02 Approving Legal Opinion. The Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01 Funds and Accounts. There is hereby created a special fund to be designated the "General Obligation Capital Improvement Plan Bonds, Series 2023A Fund" (the "Fund") to be

administered and maintained by the Auditor/Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Fund shall be maintained in the manner herein specified until the Bonds have been fully paid. There shall be maintained in the Fund two separate accounts, to be designated the "Construction Account" and "Debt Service Account", respectively, to which shall be credited and debited all income and disbursements as hereinafter set forth.

- (i) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, plus any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Construction Account in accordance with Section 1.02, less the appropriations made in paragraph (ii). From the Construction Account there shall be paid the costs and expenses of the Improvements, including the cost of any contracts heretofore let or entered into and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65, and the costs of issuance of the Bonds; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance may be transferred by the Board to the fund of any other capital improvement undertaken pursuant to the Plan, or used to pay the costs of any other purpose permitted by law.

Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (a) the proceeds of the ad valorem taxes herein or hereafter

- (ii) levied (the "Taxes") for the Bonds, (b) capitalized interest financed from Bond proceeds, if any; (c) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Account in accordance with Section 1.02; (d) all investment earnings on amounts in the Debt Service Account; and (e) any other funds appropriated for the payment of principal or interest on the Bonds. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Account to pay the same, the Auditor/Treasurer is directed to pay such principal or interest from the general fund or other funds of the County, and such fund will be reimbursed for those advances out of the proceeds of Taxes when collected.

4.02 Filing. The Administrator, or designee, is authorized and directed to file a certified copy of this resolution and a certificate of the Pricing Committee with the Auditor Treasurer and to obtain the certificate required by Section 475.63 of the Act and the tax levy required by law has been made.

4.03 Tax Levy; Coverage Test.

- (a) To provide moneys for payment of the principal and interest on the Bonds, there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in

the County. The Taxes will be credited to the Debt Service Account above provided and will be in the years and amounts as to be set for in the certificate of the Pricing Committee.

- (b) The tax levies are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the County will be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of money in the general fund of the County which is available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

Section 5. Authentication of Transcript.

- 5.01 County Proceedings and Records. The officers of the County are authorized and hereby directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the County as to the facts stated therein.
- 5.02 Certification as to Official Statement. The Chair, Administrator, and Auditor/Treasurer or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the County and the Bonds.
- 5.03 Other Certificates. The Chair, Administrator, and Auditor/Treasurer or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the County or incumbency of its officers, at the closing the Chair, Administrator, and Auditor/Treasurer or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Auditor/Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.
- 5.04 Electronic Signatures. The electronic signature of the Chair, Administrator, and Auditor/Treasurer, or any of them, to this resolution and to any certificate authorized to be executed

hereunder shall be as valid as an original signature of such party and shall be effective to bind the County thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

- 6.01 Tax Exempt Bonds. The County covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the County will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.
- 6.02 Rebate. The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds and the rebate of excess investment earnings to the United States (unless the County qualifies for any exception from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).
- 6.03 Not Private Activity Bonds. The County further covenants not to use the proceeds of the Bonds or to cause or permit the facilities financed by the Bonds, or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.
- 6.04 No Designation of Qualified Tax-Exempt Obligations. The Bonds have not been designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.
- 6.05 Procedural Requirements. The County will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of County.

7.01 DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02 Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The County, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the County Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the County Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03 Representation Letter. The County has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the County with respect to the Bonds will agree to take all action necessary for all representations of the County in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04 Transfers Outside Book-Entry System. In the event the County, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests, in the Bonds that they be able to obtain Bond certificates, the County will notify DTC, whereupon DTC will notify **the Participants, of the availability through DTC of Bond certificates. In such event the County will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the County will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.**

7.01 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

- 8.01 County Compliance with Provisions of Continuing Disclosure Certificate. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this section.
- 8.02 Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair and the Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the County for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The County may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 10. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

EXHIBIT A TERMS OF PROPOSAL

THE COUNTY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

**\$10,200,000* REDWOOD COUNTY, MINNESOTA
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2023A (BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the "Bonds") will be received by Redwood County, Minnesota (the "County") on Tuesday, September 12, 2023 (the "Sale Date") until 11:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. The Pricing Committee will be empowered to award the Bonds following the opening of proposals.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the County nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner in which the proposal is submitted.

- (a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

- (b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic*

*Preliminary; subject to change.

proposal in a timely manner and in compliance with the requirements of the Terms of Proposal. Neither the County, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The County is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the County.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2025	\$790,000	2027	\$950,000	2029	\$1,005,000	2031	\$1,070,000	2033	
					\$1,135,000				
2026	\$920,000	2028	\$975,000	2030	\$1,035,000	2032	\$1,100,000	2034	
					\$1,170,000				

*The County reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per

\$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the County for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

The County will name the registrar/paying agent which shall be subject to applicable regulations of the Securities and Exchange Commission. The County will pay for the services of the registrar/paying agent.

OPTIONAL REDEMPTION

The County may elect on February 1, 2032, and on any day thereafter, to redeem Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to finance capital improvements within the County as authorized in the County's Capital Improvement Plan for the years 2023 through 2027.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The County will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$10,200,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals unless award of the Bonds is not made by the Pricing Committee following the opening of proposals, as designated by the County pursuant to a resolution adopted on August 15, 2023. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the County with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the County in establishing the issue price of the Bonds and shall complete, execute, and deliver to the County prior to the closing date, a written certification in a form acceptable to the Purchaser, the County, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the County pursuant hereto may be taken or received on behalf of the County by Baker Tilly MA.

The County intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the County shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the County reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the County anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the County shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.**

Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the County and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The County will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The County will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the County will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the County and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the County and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the County in the amount of \$101,500 (the "Deposit") no later than 2:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the County nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the County and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the County.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the County. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the County determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The County has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The County specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the County. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the County) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about October 5, 2023, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the County, or its agents, the Purchaser shall be liable to the County for any loss suffered by the County by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the County as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com. The Preliminary Official Statement will also be made available at <https://bondcalendar.bakertilly.com/>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the County agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The County designates the Purchaser as its agent for of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the County, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated August 15, 2023, BYORDEROFTHECOUNTYBOARD

EXHIBIT B

FORM OF BOND

UNITED STATES OF AMERICA STATE OF MINNESOTA COUNTY OF REDWOOD
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BOND, SERIES 2023A

Maturity Date February 1, 20

Date of Original Issue
2023

REGISTERED OWNER: CEDE&CO

REDWOOD COUNTY, MINNESOTA a duly organized and existing municipal corporation (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank National Association, Saint Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on February 1, 2032, and on any day thereafter, to redeem Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The County Board has not designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

This Bond is one of an issue in the aggregate principal amount of \$10,200,000 all of **like**.

original issue date and tenor, except as to number, maturity date, interest rate, denomination, and redemption privilege, all issued pursuant to a resolution adopted by the Board of Commissioners on August 15, 2023 (the "Resolution"), for the purpose of providing money to pay for the cost of

(1) the costs of various capital improvements set forth in the 2023 capital improvement budget of the County, as approved and amended, including the road and bridge projects described in the Capital Improvement Plan, as approved pursuant to Minnesota Statutes, Chapter 475. The principal hereof and the interest hereon are payable from ad valorem taxes levied on all taxable property in the County, all as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the County in the event of any deficiency in ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the County will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar will be affected by any notice to the contrary.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual or facsimile signature of one of its authorized representatives.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the County outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, statutory limitation of indebtedness.

IN WITNESS WHEREOF, Redwood County, Minnesota, by its Board of Commissioners has caused this Bond to be sealed with its official seal or a facsimile thereof, which may be omitted as permitted by law, and to be executed on its behalf by the facsimile signature of the Chair of its Board of Commissioners and its County Administrator.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common TEN ENT - as tenants by the entireties - as joint tenants with right of survivorship and not as tenants in common UTMA - _____ as custodian for _____

EXHIBIT C

FORM OF PRICING COMMITTEE CERTIFICATE

\$10,200,000
Redwood County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series
2023A

PRICING CERTIFICATE

September 12, 2023

Pursuant to a Resolution adopted by Redwood County, Minnesota (the "County") on August 15, 2023 (the "Resolution"), relating to the \$10,200,000 General Obligation Capital Improvement Plan Bonds, Series 2023A (the "Bonds"), the County delegated to a Pricing Committee consisting of the County Board Chair and the County Administrator the authority, with the advice of Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchasers, not later than 90 days after the Resolution, in an aggregate principal amount not to exceed \$10,200,000, plus any premium, with a true interest cost not to exceed 4.00% and a final maturity date not later than February 1, 2034; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; and (iv) approve the tax levy for the repayment of the Bonds.

1. **Principal Amount of Bonds.** The bids received by the Issuer are set forth as **Exhibit A** attached hereto. The offer of _____ [_____.], as syndicate manager] (the "Purchaser") to purchase the Bonds at the rates of interest hereinafter set forth, and to pay therefor the sum of \$_____ (the par amount of \$10,200,000 plus [net] original issue [premium][discount] of \$_____ and less underwriter's discount in the amount of \$_____ plus, accrued interest, if any, to the date of delivery, was determined by the Pricing Committee to be a reasonable offer within the parameters of the Resolution. The sale of the Bonds was awarded to the Purchaser on September 12, 2023, which is within 90 days of the date of the Resolution. The aggregate principal amount of the Bonds is \$10,200,000 (plus an original issue premium of \$_____ which does not exceed \$10,200,000, plus premium as authorized by the Resolution.
2. **Interest Rates and Maturities.** The true interest cost of the Bonds is _____ %, which does not exceed 4.00%, as authorized by the Resolution. The Bonds shall mature on February 1 in the years and in the amounts and shall bear interest at the rates per annum set forth below with a final maturity date not later than February 1, 2034, as authorized by the Resolution:
- 3.

<u>Maturity</u> <u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		

1. **Tax Levy.** For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the County, which will be spread upon the tax rolls and collected with and as part of other general taxes of the County. The tax levy will be in the years and amounts as follows as set forth in **Exhibit B**.
2. **Prepayment.** The Bonds maturing on February 1, 2033 and thereafter are subject to optional redemption on February 1, 2032, and on any day thereafter, as provided in the Final Official Statement.

STATE OF MINNESOTA COUNTY OF REDWOOD

I, the undersigned, being the duly qualified and acting County Administrator of Redwood County, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Commissioners held on August 15, 2023, with the original thereof on file in my office on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to setting the parameters for and authorizing the issuance and sale of General Obligation Capital Improvement Plan Bonds, Series 2023A of the County.

WITNESS My hand officially as such County Administrator and the corporate seal of the County this 15 day of August 2023

INVENERGY

- Invenergy representatives Monterrosa and Khan gave an overview of the upcoming Purple Skies Wind Energy Project.

EMERGENCY MANAGEMENT

- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the Grant agreement with Homeland Security for EMPG funds from 2021 and covers a portion of the salary of the Emergency Management Director in the amount of \$19,875.00.

REDWOOD COUNTY FAIR BOARD

- Redwood County Fair Board gave an update to the Board on the recent county fair and updates that have been made to the fairgrounds.

ROAD & BRIDGE

- On motion by Wakefield, second by Van Hee, the Board voted unanimously authorize the Advertising of the Belview/Delhi area maintenance contract to provide various snow removal, grading, and maintenance activities.
- On motion by Forkrud, second by Groebner, in a roll-call vote with Salfer, Van Hee, Wakefield, Groebner, and Forkrud all voting aye, the Board adopted the following Resolution for Extra Wide Driveway Permit:

WHEREAS, it has been necessary to establish a clear policy for allowing placement of extra- large farm and field access approaches onto Redwood County roadways due to changing farm practices; and

WHEREAS, several factors are involved which need to be a matter of public record; and

WHEREAS, wide driveway entrances will restrict the roadbed aggregates from properly draining, thereby weakening the road structure in the spring thaw and during wet times of the year; and

WHEREAS, during heavy rains, water runoff can channelize and erode the existing road shoulder along the wide driveway and create hazardous drop offs; and

WHEREAS, large driveways can reduce snow storage in ditches and may create snow drifting issues on the County Roads.

NOW, THEREFORE BE IT RESOLVED, Redwood County will permit single driveway top widths varying from 41' to 60' and shared driveway top widths varying from 61' to 80'; and

FURTHERMORE, to promote roadbed drainage and road stability, wide entrances must include an edge drain with concrete headwall outlets that will not be crushed by implements; and

FURTHERMORE, all costs associated with said extra wide driveway modification or improvements will be the responsibility of the applicant; and

FURTHERMORE, At the expense of the property owner, Redwood County reserves the right to remove problematic wide driveway entrances to a 40' top width on a single entrance or 60' top width on a double entrance should the large driveway cause reoccurring maintenance or irregular snow drifting issues; and

FURTHERMORE, this policy will apply to the construction of new entrances and to the modification of existing entrances and will be subject to the County Highway Department Extra Wide Entrance Permit requirements including all of the conditions and requirements contained therein.

This Resolution shall be effective immediately and without publication.

- Sellner updated the Board on the status of the 2023 Construction projects.
- Sellner updated the Board on the MnDOT 10-year State and Trunk Highway Projects.

ECONOMIC DEVELOPMENT

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to Authorize the request for a proposal for a comprehensive countywide housing study.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve a 90-day extension for the loan between Westlake Properties, LLC, and Redwood County for the redevelopment of Elm Street Homes in Redwood Falls.

Personnel

- On motion by Forkrud, second by Groebner, the Board voted unanimously to acknowledge the retirement of Jim Goblirsch as FT Highway Maintenance Specialist, effective October 12, 2023.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to hire Ryan Schweiss as Full-Time Assistant Veteran Services Officer for the Veteran Services Office and placed on the 2023 AFSCME Salary Schedule at Grade10/Step 1 at \$23.11 per hour effective September 1, 2023.

COMMISSIONERS

- Chair Salfer authorized the formation of a Cybersecurity Committee.
- Commissioners reported on meetings they attended.

Salfer: Nurse Family Partnership

Van Hee: EDA, Fair Board, Prime West

Forkrud: Redwood Renville Regional Solid Waste Authority, A.C.E.

Wakefield: Redwood-Cottonwood Rivers Control/Area II

Groebner: Redwood Renville Regional Solid Waste Authority, SWCD

ADJOURN

- There being no further business, Chair Salfer declared the meeting adjourned at 11:12 a.m.

Jim Salfer, Chair
Board of County Commissioners

Attest: _____
Vicki Kletscher
County Administration

DRAFT

RACHELW
8/31/23 10:38AM

*** **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
23	DEPT			LAW LIBRARY			
93610	THOMSON REUTERS - WEST OR WEST						
75	01-023-000-0000-6899		696.40	2023 JUL - WEST INFO CHARGES 07/01/2023 07/31/2023	848733065	MISCELLANEOUS	N
	93610 THOMSON REUTERS - WEST OR WEST		696.40	1 Transactions			
23	DEPT Total:		696.40	LAW LIBRARY	1 Vendors	1 Transactions	
31	DEPT			COUNTY ADMINISTRATION			
13055	COLUMN SOFTWARE PBC						
22	01-031-000-0000-6230		126.51	08/01 BOARD MINUTES 08/15/2023 08/15/2023	1F46724E-0009	PRINTING & PUBLISHING	N
21	01-031-000-0000-6899		508.32	TAX FORFEIT SALE 08/24/2023 08/31/2023	ACB2251E-0004	MISCELLANEOUS	N
	13055 COLUMN SOFTWARE PBC		634.83	2 Transactions			
43191	JONES LAW OFFICE						
43	01-031-000-0000-6266		30.00	2023 JUL - BW 07/06/2023 07/20/2023	1995114	COURT APPOINTED ATTORNEYS	Y
	43191 JONES LAW OFFICE		30.00	1 Transactions			
74883	QUARNSTROM & DOERING PA						
57	01-031-000-0000-6266		337.50	2023 JUL - DTL 07/03/2023 07/21/2023	84698	COURT APPOINTED ATTORNEYS	Y
	74883 QUARNSTROM & DOERING PA		337.50	1 Transactions			
76758	REDWOOD TIRE SERVICE INC						
62	01-031-000-0000-6564		701.94	TIRES - '08 VAN 08/09/2023 08/09/2023	7415	COUNTY VEHICLE EXPENSE	Y
	76758 REDWOOD TIRE SERVICE INC		701.94	1 Transactions			
79197	RUNCHEY LOUWAGIE & WELLMAN PLLP						
67	01-031-000-0000-6266		190.00	2023 JUL - TN 07/21/2023 07/27/2023	18802	COURT APPOINTED ATTORNEYS	Y
66	01-031-000-0000-6266		900.00	2023 JUL - ARMH 07/06/2023 07/28/2023	18828	COURT APPOINTED ATTORNEYS	Y
	79197 RUNCHEY LOUWAGIE & WELLMAN PLLP		1,090.00	2 Transactions			
81350	SERVICE ENTERPRISES INC OF MINNESOTA						

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



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

1 GENERAL

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
						Service Dates	Paid On Bhf #	On Behalf of Name	
68		01-031-000-0000-6817			120.00	COFFEE	SRWDCO081023	INCIDENTALS	N
	81350	SERVICE ENTERPRISES INC OF MINNESOTA			120.00	08/10/2023 08/10/2023			
						1 Transactions			
70		01-031-000-0000-6564			477.60	OIL CHANGE & LEFT AXLE - EXPL	18578.18681	COUNTY VEHICLE EXPENSE	N
	83302	SOUTHWEST SALES & SERVICE			477.60	08/09/2023 08/17/2023			
						1 Transactions			
76		01-031-000-0000-6266			20.00	PROFESSIONAL SERVICE - JD	103196	COURT APPOINTED ATTORNEYS	Y
	86685	THORNTON, DOLAN, BOWEN, KLECKER & ASSOCIATES			20.00	07/03/2023 07/03/2023			
						1 Transactions			
31	DEPT Total:				3,411.87	COUNTY ADMINISTRATION	8 Vendors	10 Transactions	
41	DEPT					AUDITOR-TREASURER			
	64868	ONE OFFICE SOLUTION							
52		01-041-000-0000-6401			12.40	SUPER GLUE, CALENDAR REFILLS	526016-00	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	N
	64868	ONE OFFICE SOLUTION			12.40	08/23/2023 08/23/2023			
						1 Transactions			
41	DEPT Total:				12.40	AUDITOR-TREASURER	1 Vendors	1 Transactions	
43	DEPT					LICENSE CENTER			
	55642	MARCO TECHNOLOGIES LLC - MO							
46		01-043-000-0000-6401			122.04	08/17-09/17 KONICA LEASE	509356374	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	N
	55642	MARCO TECHNOLOGIES LLC - MO			122.04	08/17/2023 09/17/2023			
						1 Transactions			
43	DEPT Total:				122.04	LICENSE CENTER	1 Vendors	1 Transactions	
61	DEPT					ADMINISTRATOR			
	3402	ASSN OF MN COUNTIES							
5		01-061-000-0000-6242			175.00	REG @ COUNTY GOV SEM - PB	65792	DUES & REGISTRATION FEES	N
	3402	ASSN OF MN COUNTIES			175.00	08/03/2023 08/03/2023			
						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
61	DEPT Total:		175.00	ADMINISTRATOR	1 Vendors	1 Transactions	
64	DEPT 58700 MORRIS ELECTRONICS INC			COMPUTER			
50	01-064-000-0000-6264		2,258.95	IP CHANGE 07/31/2023 08/01/2023	3923.3956.3952	PROGRAMMING EXPENSES	N
	58700 MORRIS ELECTRONICS INC		2,258.95	1 Transactions			
64	DEPT Total:		2,258.95	COMPUTER	1 Vendors	1 Transactions	
101	DEPT 63715 ODP BUSINESS SOLUTIONS LLC			RECORDER			
51	01-101-000-0000-6401		243.64	LEGAL PAPER, ABSTRACT ENV 08/09/2023 08/09/2023	321564291001	OFFICE SUPPLIES & EQUIPMENT MAI	N
	63715 ODP BUSINESS SOLUTIONS LLC		243.64	1 Transactions			
101	DEPT Total:		243.64	RECORDER	1 Vendors	1 Transactions	
118	DEPT 10059 CAPITAL ONE BANK (USA), N.A.			COURTHOUSE MAINTENANCE			
10	01-118-000-0000-6301		128.59	BROOM, SWIFFER, SOAP 08/16/2023 08/16/2023	600443	EQUIPMENT & BUILDING MAINTENAN	N
11	01-118-000-0000-6401		148.01	TAPE, TONER 08/16/2023 08/16/2023	600443	OFFICE SUPPLIES & EQUIPMENT MAI	N
	10059 CAPITAL ONE BANK (USA), N.A.		276.60	2 Transactions			
	13037 COLE PAPERS INC						
20	01-118-000-0000-6410		228.22	CLEANER, FOAM CONTROL 09/20/2023 09/20/2023	10331386.29898	FLOOR & CLEANING SUPPLIES	N
19	01-118-000-0000-6410		484.98	SWEEPER PADS, PT 08/25/2023 08/25/2023	10334938	FLOOR & CLEANING SUPPLIES	N
	13037 COLE PAPERS INC		713.20	2 Transactions			
	19180 ECOLAB PEST ELIMINATION DIV						
32	01-118-000-0000-6254		225.00	PEST CONTROL - GC 08/25/2023 08/25/2023	2344302	UTILITIES - GOVERNMENT CENTER	N
33	01-118-000-0000-6259		177.68	PEST CONTROL - PH 08/15/2023 08/15/2023	3220566	UTILITIES - HS & PHS	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
19180	ECOLAB PEST ELIMINATION DIV		402.68		2 Transactions		
34	20730 ECOWATER SYSTEMS OF REDWOOD FALL 01-118-000-0000-6259		189.00	RO FILTERS - GSB 08/24/2023 08/24/2023	111429	UTILITIES - HS & PHS	N
	20730 ECOWATER SYSTEMS OF REDWOOD FALL		189.00		1 Transactions		
47	58015 MJ MECHANICAL LLC 01-118-000-0000-6301		1,049.76	WATER HEATER - PH 08/24/2023 08/24/2023	10108	EQUIPMENT & BUILDING MAINTENAN	N
	58015 MJ MECHANICAL LLC		1,049.76		1 Transactions		
53	69647 PARKER-SCHMIDT/ANGELA R 01-118-000-0000-6301		207.50	SIGNS & DECALS 08/24/2023 08/24/2023	3188	EQUIPMENT & BUILDING MAINTENAN	Y
	69647 PARKER-SCHMIDT/ANGELA R		207.50		1 Transactions		
60	76200 REDWOOD COUNTY HIGHWAY DEPT 01-118-000-0000-6564		43.34	2023 MAY - FUEL 05/01/2023 05/31/2023	MAINT	COUNTY VEHICLE EXPENSE	N
	76200 REDWOOD COUNTY HIGHWAY DEPT		43.34		1 Transactions		
74	83965 SUMMIT FIRE PROTECTION 01-118-000-0000-6254		347.00	FIRE ALARM MONITORING - GC 08/01/2023 07/31/2024	150032483	UTILITIES - GOVERNMENT CENTER	N
	83965 SUMMIT FIRE PROTECTION		347.00		1 Transactions		
77	88134 TOTAL ENERGY SYSTEMS LLC 01-118-000-0000-6301		1,047.55	GENERATOR REPAIR - GSB 08/22/2023 08/22/2023	104159	EQUIPMENT & BUILDING MAINTENAN	Y
	88134 TOTAL ENERGY SYSTEMS LLC		1,047.55		1 Transactions		
118	DEPT Total:		4,276.63	COURTHOUSE MAINTENANCE	9 Vendors	12 Transactions	
129	DEPT			VETERAN SERVICE OFFICER			
9	10058 CANON FINANCIAL SERVICES INC 01-129-000-0000-6202		72.03	2023 AUG - COPIER LEASE 08/01/2023 08/31/2023	31075065	TELEPHONE/FAX EXPENSE	N

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10058	CANON FINANCIAL SERVICES INC				72.03			1 Transactions			
53227	LOFFLER COMPANIES INC										
45		01-129-000-0000-6202			9.02	COPIER OVERAGE	06/01/2023 07/31/2023	4407846.4431038		TELEPHONE/FAX EXPENSE	N
53227	LOFFLER COMPANIES INC				9.02			1 Transactions			
129	DEPT Total:				81.05	VETERAN SERVICE OFFICER		2 Vendors		2 Transactions	
201	DEPT					SHERIFF					
545	ADVANCED CORRECTIONAL HEALTHCARI										
2		01-201-000-0000-6355			600.00	TELEHEALTH - MENTAL HEALTH	07/25/2023 08/04/2024	133106		BOARDING PRISONER MEDICAL EXPI	N
1		01-201-000-0000-6355			375.00	TELEHEALTH - MENTAL HEALTH	08/08/2023 08/15/2023	133232		BOARDING PRISONER MEDICAL EXPI	N
545	ADVANCED CORRECTIONAL HEALTHCARI				975.00			2 Transactions			
1929	ALEX PRO FIREARMS LLC										
3		01-201-000-0000-6302			2,550.00	FIREARMS	08/22/2023 08/22/2023	22409		POLICE EQUIPMENT MAINTENANCE	Y
1929	ALEX PRO FIREARMS LLC				2,550.00			1 Transactions			
1949	ALPHA WIRELESS COMMUNICATIONS CO										
4		01-201-000-0000-6406			150.00	FCC LICENSING	08/21/2023 08/21/2023	22026		DISPATCH EXPENSES	N
1949	ALPHA WIRELESS COMMUNICATIONS CO				150.00			1 Transactions			
10413	CENTRACARE HEALTH SYSTEM										
13		01-201-000-0000-6355			25.03	INMATE MEDICAL - STAR#23103098	05/09/2023 05/09/2023	STMT		BOARDING PRISONER MEDICAL EXPI	6
14		01-201-000-0000-6355			84.32	INMATE MEDICAL - DJA	08/07/2023 08/07/2023	STMT		BOARDING PRISONER MEDICAL EXPI	6
15		01-201-000-0000-6355			65.22	INMATE MEDICAL - JMN	04/28/2023 04/28/2023	STMT		BOARDING PRISONER MEDICAL EXPI	6
16		01-201-000-0000-6355			29.01	INMATE MEDICAL - MS	07/10/2023 07/10/2023	STMT		BOARDING PRISONER MEDICAL EXPI	6
17		01-201-000-0000-6355			49.84	INMATE MEDICAL - DJA	08/05/2023 08/05/2023	STMT		BOARDING PRISONER MEDICAL EXPI	6
18		01-201-000-0000-6355			145.23	INMATE MEDICAL - DJA		STMT		BOARDING PRISONER MEDICAL EXPI	6

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
10413	CENTRACARE HEALTH SYSTEM		398.65	08/05/2023 08/05/2023 6 Transactions			
25	13360 COUNTY OF COTTONWOOD 01-201-000-0000-6354		7,375.00	INMATE BOARDING 06/21/2023 07/31/2023	STMT	BOARDING PRISONERS	N
26	01-201-000-0000-6355		398.36	INMATE MEDICAL EXPENSE 06/21/2023 07/31/2023	STMT	BOARDING PRISONER MEDICAL EXPI	N
13360	COUNTY OF COTTONWOOD		7,773.36	2 Transactions			
27	13800 COUNTY OF RENVILLE 01-201-000-0000-6354		24,774.68	2023 JUL - INMATE BOARDING 07/01/2023 07/31/2023	10681	BOARDING PRISONERS	N
28	01-201-000-0000-6355		7,180.81	2023 JUL - INMATE MEDICAL 07/01/2023 07/31/2023	10681	BOARDING PRISONER MEDICAL EXPI	N
13800	COUNTY OF RENVILLE		31,955.49	2 Transactions			
30	15458 DESIGNER CARE CO LTD 01-201-000-0000-6302		662.20	DISPOSABLE GLOVES 08/16/2023 08/16/2023	40459	POLICE EQUIPMENT MAINTENANCE	N
31	01-201-000-0000-6407		662.20	DISPOSABLE GLOVES 08/16/2023 08/16/2023	40459	JAIL EXPENSES	N
15458	DESIGNER CARE CO LTD		1,324.40	2 Transactions			
35	25810 FLEET SERVICES DIVISION-DEPT OF ADMI 01-201-000-0000-6343		7,560.48	2023 JUL - PATROL CAR LEASE 07/01/2023 07/31/2023	2024010033	PATROL CAR LEASE	N
25810	FLEET SERVICES DIVISION-DEPT OF ADMI		7,560.48	1 Transactions			
37	27495 GALLS LLC 01-201-000-0000-6302		267.82	NEW HIRE UNIFORMS - CK 07/21/2023 07/21/2023	025140279	POLICE EQUIPMENT MAINTENANCE	Y
27495	GALLS LLC		267.82	1 Transactions			
41	32001 H & L PRINTING SERVICE 01-201-000-0000-6401		333.00	BAIL ENVELOPES & RECEIPTS 08/08/2023 08/08/2023	36633	OFFICE SUPPLIES & EQUIPMENT MAI	Y
32001	H & L PRINTING SERVICE		333.00	1 Transactions			

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
999999930 44	KANDIYOHI COUNTY HEALTH & HUMAN SE 01-201-000-0000-6242		30.00	REG @ VA TRAINING - HB 10/04/2023 10/04/2023	STMT	DUES & REGISTRATION FEES	N
999999930	KANDIYOHI COUNTY HEALTH & HUMAN SE		30.00	1 Transactions			
58700 49	MORRIS ELECTRONICS INC 01-201-000-0000-6302		250.00	LETG RESTORE & TESTING 07/10/2023 07/10/2023	3618	POLICE EQUIPMENT MAINTENANCE	N
48	01-201-000-0000-6302		312.50	DATAWORKS SERVER TESTING 07/11/2023 07/11/2023	3669	POLICE EQUIPMENT MAINTENANCE	N
58700	MORRIS ELECTRONICS INC		562.50	2 Transactions			
71900 55	PLUNKETT'S PEST CONTROL INC 01-201-000-0000-6301		58.98	PEST CONTROL - LEC 08/11/2023 08/11/2023	8169928	EQUIPMENT & BUILDING MAINTENAN	N
56	01-201-000-0000-6301		72.22	PEST CONTROL - IMPOUND 08/11/2023 08/11/2023	8170924	EQUIPMENT & BUILDING MAINTENAN	N
71900	PLUNKETT'S PEST CONTROL INC		131.20	2 Transactions			
74900 59	QUILL LLC 01-201-000-0000-6401		323.88	TRASH BAGS 07/31/2023 07/31/2023	33767949	OFFICE SUPPLIES & EQUIPMENT MAI	N
58	01-201-000-0000-6401		82.75	LABELS, PENS, WALL POCKET 08/11/2023 08/11/2023	34001677	OFFICE SUPPLIES & EQUIPMENT MAI	N
74900	QUILL LLC		406.63	2 Transactions			
77020 65	RICKY J'S CAR WASH 01-201-000-0000-6565		65.00	2023 JUN&JUL - CAR WASHES 06/21/2023 07/24/2023	60354	PATROL CAR EXPENSES-OWNED	N
77020	RICKY J'S CAR WASH		65.00	1 Transactions			
83302 71	SOUTHWEST SALES & SERVICE 01-201-000-0000-6343		657.48	TIRES - FORD EXPLORER 08/11/2023 08/11/2023	18596	PATROL CAR LEASE	N
83302	SOUTHWEST SALES & SERVICE		657.48	1 Transactions			
83412 72	ST CLOUD HOSPITAL 01-201-000-0000-6355		92.46	INMATE MEDICAL - DJA 08/07/2023 08/07/2023	STMT	BOARDING PRISONER MEDICAL EXPI	6

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1 GENERAL

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099 On Behalf of Name
73		01-201-000-0000-6355			132.37	INMATE MEDICAL - DJA	08/09/2023 08/09/2023	STMT		BOARDING PRISONER MEDICAL EXPI	6
	83412	ST CLOUD HOSPITAL			224.83		2 Transactions				
78	92550	01-201-000-0000-6301			350.00	MOWING TOWER & SPRAYING	08/07/2023 08/07/2023	1		EQUIPMENT & BUILDING MAINTENAN	Y
	92550	WANDA MOWING BEE			350.00		1 Transactions				
79	94480	01-201-000-0000-6355			438.57	INMATE MEDICAL - SH	04/24/2023 04/24/2023	STMT		BOARDING PRISONER MEDICAL EXPI	N
	94480	WINDOM AMBULANCE SERVICE			438.57		1 Transactions				
80	94485	01-201-000-0000-6355			258.66	INMATE MEDICAL	08/15/2023 08/15/2023	318714561		BOARDING PRISONER MEDICAL EXPI	N
	94485	WINDOM AREA HEALTH			258.66		1 Transactions				
201	DEPT Total:				56,413.07	SHERIFF		20 Vendors		33 Transactions	
202	DEPT					E-911 SYSTEM					
	28880	GEOCOMM									
39		01-202-000-2752-6601			2,938.90	GIS, MSAG, NEXT GEN 911 MAINT	08/18/2023 08/18/2023	044779		NEXT GEN 911 EXPEND (\$5,000 AND	N
38		01-202-000-2756-6406			5,165.25	MAP AVL INTERFACE LICENSING	10/01/2023 09/30/2024	045361		DISPATCH EXPENSES	N
	28880	GEOCOMM			8,104.15		2 Transactions				
202	DEPT Total:				8,104.15	E-911 SYSTEM		1 Vendors		2 Transactions	
255	DEPT					RESTORATIVE JUSTICE					
	71350	PIZZA RANCH									
54		01-255-000-2863-6401			228.57	2023 AUG - FOOD FOR CIRCLE	08/01/2023 08/03/2023	8276		RESTORATIVE JUSTICE EXPENSES	N
	71350	PIZZA RANCH			228.57		1 Transactions				
	76935	RESTORATIVE CONNECTIONS LLC									

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Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name	1099
63		01-255-000-2863-6242			335.98	REG @ RESTORING HOPE SUMMIT	10/02/2023 10/05/2023	STMT		DUES & REGISTRATION		Y
	76935	RESTORATIVE CONNECTIONS LLC			335.98		1 Transactions					
255	DEPT Total:				564.55	RESTORATIVE JUSTICE		2 Vendors		2 Transactions		
520	DEPT					PARKS						
	14237	CUSTOM MANUFACTURING INC										
29		01-520-000-0000-6358			3,158.00	PICNIC TABLES	08/29/2023 08/29/2023	5885		PARK DEVELOPMENT		N
	14237	CUSTOM MANUFACTURING INC			3,158.00		1 Transactions					
	27427	G & R ELECTRIC INC										
36		01-520-000-0000-6304			180.00	CAMPSITE METER REPAIR	08/09/2023 08/09/2023	39338		PARK MAINTENANCE		N
	27427	G & R ELECTRIC INC			180.00		1 Transactions					
	43095	JOHN DEERE FINANCIAL										
42		01-520-000-0000-6301			524.18	FUEL PUMP	08/29/2023 08/29/2023	12330114		EQUIPMENT & BUILDING MAINTENAN		N
	43095	JOHN DEERE FINANCIAL			524.18		1 Transactions					
520	DEPT Total:				3,862.18	PARKS		3 Vendors		3 Transactions		
601	DEPT					AGRICULTURAL INSPECTION						
	13055	COLUMN SOFTWARE PBC										
23		01-601-000-0000-6282			85.60	ZONING - LINSMEIER	08/09/2023 08/09/2023	CEACC7F9-0082		PLANNING/ZONING COMMITTEE EXPI		N
	13055	COLUMN SOFTWARE PBC			85.60		1 Transactions					
	13187	COORDINATED BUSINESS SYSTEMS LTD										
24		01-601-000-0000-6401			169.96	07/24-08/23 COPIER LEASE	07/24/2023 08/23/2023	322843		OFFICE SUPPLIES & EQUIPMENT MAI		N
	13187	COORDINATED BUSINESS SYSTEMS LTD			169.96		1 Transactions					
	76350	REDWOOD COUNTY RECORDER										
61		01-601-000-0000-5102			184.00	RECORDING - CUP	08/18/2023 08/18/2023	2023-1063		BUILDING PERMITS		N

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Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099
76350	REDWOOD COUNTY RECORDER				184.00						
601	DEPT Total:				439.56	AGRICULTURAL INSPECTION		3 Vendors		3 Transactions	
620	DEPT					SOIL AND WATER CONSERVATION DIST					
30480	GREAT AMERICAN FINANCIAL SERVICES										
40	01-620-000-0000-6401				241.63	07/16-08/15 COPIER LEASE	07/16/2023 08/15/2023	34695252		OFFICE SUPPLIES & EQUIP MNTCE	N
	30480 GREAT AMERICAN FINANCIAL SERVICES				241.63					1 Transactions	
77020	RICKY J'S CAR WASH										
64	01-620-000-0000-6564				46.00	2023 JUL - CAR WASHES	07/21/2023 07/21/2023	60356		VEHICLE EXPENSES	N
	77020 RICKY J'S CAR WASH				46.00					1 Transactions	
620	DEPT Total:				287.63	SOIL AND WATER CONSERVATION DIST		2 Vendors		2 Transactions	
704	DEPT					OTHER ECONOMIC DEVELOPMENT					
7570	BOLTON & MENK INC										
7	01-704-000-2721-6802				2,500.00	ENVIRO ASSESSMENT	07/31/2023 07/31/2023	0317899		CORONAVIRUS BROADBAND CDBG C	N
8	01-704-000-2721-6802				7,500.00	CULTURAL RESOURCES	07/31/2023 07/31/2023	0317899		CORONAVIRUS BROADBAND CDBG C	N
	7570 BOLTON & MENK INC				10,000.00					2 Transactions	
83326	SOUTHWEST MINNESOTA HOUSING PARTI										
69	01-704-000-2721-6802				110.00	PROFESSIONAL SERVICES	07/31/2023 07/31/2023	07312023		CORONAVIRUS BROADBAND CDBG C	N
	83326 SOUTHWEST MINNESOTA HOUSING PARTI				110.00					1 Transactions	
704	DEPT Total:				10,110.00	OTHER ECONOMIC DEVELOPMENT		2 Vendors		3 Transactions	
1	Fund Total:				91,059.12	GENERAL				78 Transactions	

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119	DEPT			BUILDINGS AND PLANT			
13172	CONTEGRITY GROUP INC						
81	10-119-000-2720-6619		10,500.00	CONSTRUCTION MANAGEMENT - JC 08/14/2023 08/14/2023	2023429	ADDITION: JUSTICE CENTER	N
	13172 CONTEGRITY GROUP INC		10,500.00		1 Transactions		
80180	SCHMIDT CONSTRUCTION INC						
84	10-119-000-2720-6619		52,369.20	FINAL PAY APP 08/14/2023 08/14/2023	STMT	ADDITION: JUSTICE CENTER	N
	80180 SCHMIDT CONSTRUCTION INC		52,369.20		1 Transactions		
81360	SERVICEMASTER PROFESSIONAL SERVIC						
83	10-119-000-0000-6899		5,913.97	WATER MITAGATION - 23PC0836 08/14/2023 08/14/2023	161346	MISCELLANEOUS	Y
82	10-119-000-0000-6899		2,035.00	WATER & DRYING 23PC0836 08/28/2023 08/28/2023	161500	MISCELLANEOUS	Y
	81360 SERVICEMASTER PROFESSIONAL SERVIC		7,948.97		2 Transactions		
119	DEPT Total:		70,818.17	BUILDINGS AND PLANT	3 Vendors	4 Transactions	
10	Fund Total:		70,818.17	BUILDING FUND		4 Transactions	

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611	DEPT			DITCH MAINTENANCE			
13055	COLUMN SOFTWARE PBC						
85	15-611-000-0000-6899		735.43	LEGALS - CD 14-1 08/09/2023 08/09/2023	CEACC7F9-0073	MISCELLANEOUS	N
88	15-611-000-0000-6899		549.11	LEGALS - CD 104 08/09/2023 08/09/2023	CEACC7F9-0074	MISCELLANEOUS	N
91	15-611-000-0000-6899		912.88	LEGALS - JD 5-1 NELSON 08/09/2023 08/09/2023	CEACC7F9-0075	MISCELLANEOUS	N
86	15-611-000-0000-6899		637.82	LEGALS - CD 100 08/09/2023 08/09/2023	CEACC7F9-0076	MISCELLANEOUS	N
89	15-611-000-0000-6899		584.60	LEGALS - JD 5-1 BUNGE 08/09/2023 08/09/2023	CEACC7F9-0077	MISCELLANEOUS	N
92	15-611-000-0000-6899		522.49	LEGALS - JD 7 08/09/2023 08/09/2023	CEACC7F9-0078	MISCELLANEOUS	N
87	15-611-000-0000-6899		637.82	LEGALS - CD 101 08/09/2023 08/09/2023	CEACC7F9-0079	MISCELLANEOUS	N
90	15-611-000-0000-6899		620.09	LEGALS - JD 5-1 KUNKEL 08/09/2023 08/09/2023	CEACC7F9-0080	MISCELLANEOUS	N
93	15-611-000-0000-6899		620.09	LEGALS - JD 16 08/09/2023 08/09/2023	CEACC7F9-0081	MISCELLANEOUS	N
13055	COLUMN SOFTWARE PBC		5,820.33	9 Transactions			
13187	COORDINATED BUSINESS SYSTEMS LTD						
94	15-611-000-0000-6401		169.95	07/24-08/23 COPIER LEASE 07/24/2023 08/23/2023	322843	OFFICE SUPPLIES & EQUIPMENT MAI	N
13187	COORDINATED BUSINESS SYSTEMS LTD		169.95	1 Transactions			
13199	COOREMAN CONTRACTING INC						
95	15-611-000-0000-6899		7,157.32	DITCH REPAIR JD33 LAT J 5409 08/15/2023 08/15/2023	2632	MISCELLANEOUS	N
13199	COOREMAN CONTRACTING INC		7,157.32	1 Transactions			
46046	KERKHOFF BROS INC						
101	15-611-000-0000-6899		1,992.00	JD 30 R&B DITCH REPAIR 5502 08/12/2023 08/12/2023	2820	MISCELLANEOUS	N
96	15-611-000-0000-6899		350.00	CD 22 A DITCH REPAIR 5459 08/12/2023 08/12/2023	2821	MISCELLANEOUS	N
100	15-611-000-0000-6899		1,234.00	JD 5-1 NELSON DITCH REPAIR5501 08/12/2023 08/12/2023	2822	MISCELLANEOUS	N

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97	15-611-000-0000-6899		450.00	CD 38 DITCH REPAIR 5500 08/12/2023 08/12/2023	2823	MISCELLANEOUS	N
98	15-611-000-0000-6899		1,836.00	CD 52 DITCH REPAIR 5435 08/12/2023 08/12/2023	2824	MISCELLANEOUS	N
102	15-611-000-0000-6899		2,299.00	JD 36 R&B DITCH REPAIR 5506 08/12/2023 08/12/2023	2825	MISCELLANEOUS	N
99	15-611-000-0000-6899		916.50	CD 60 DITCH REPAIR 5421 08/12/2023 08/12/2023	2829	MISCELLANEOUS	N
46046	KERKHOFF BROS INC		9,077.50	7 Transactions			
50050	L & S CONSTRUCTION CORP						
106	15-611-000-0000-6899		1,925.00	JD 36 DITCH REPAIR 08/18/2023 08/18/2023	081023	MISCELLANEOUS	N
103	15-611-000-0000-6896		16,957.54	JD 36 FEMA '18 08/18/2023 08/18/2023	1	FEMA EXPENDITURES	N
104	15-611-000-0000-6896		38,123.68	JD 36 FEMA '19 08/18/2023 08/18/2023	1	FEMA EXPENDITURES	N
105	15-611-000-0000-6899		2,074.96	JD 36 DITCH REPAIR 08/18/2023 08/18/2023	1	MISCELLANEOUS	N
50050	L & S CONSTRUCTION CORP		59,081.18	4 Transactions			
52294	LITZAU FARM DRAINAGE INC						
107	15-611-000-0000-6899		25,865.50	JD 14 DITCH REPAIR 5478 08/15/2023 08/15/2023	6290	MISCELLANEOUS	N
52294	LITZAU FARM DRAINAGE INC		25,865.50	1 Transactions			
55210	MAAS CONSTRUCTION CO						
108	15-611-000-0000-6899		223.50	CD 28 DITCH REPAIR 5508 08/13/2023 08/13/2023	3179	MISCELLANEOUS	Y
109	15-611-000-0000-6899		961.30	JD 36 LAT X DITCH REPAIR 5480 08/13/2023 08/13/2023	3179	MISCELLANEOUS	Y
55210	MAAS CONSTRUCTION CO		1,184.80	2 Transactions			
58125	MOLDESTAD/WILLIAM H						
110	15-611-000-0000-6899		1,943.52	CD 32 DITCH VIEWING 03/01/2022 08/31/2023	STMT	MISCELLANEOUS	Y
58125	MOLDESTAD/WILLIAM H		1,943.52	1 Transactions			
63662	NORTHLAND EROSION CONTROL						

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8/31/23 10:38AM
15 DITCH

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
111	15-611-000-0000-6899		JD 33 R&L DITCH REPAIR	320	MISCELLANEOUS	N
			08/18/2023 08/18/2023			
	63662 NORTHLAND EROSION CONTROL			1 Transactions		
611	DEPT Total:		111,653.85 DITCH MAINTENANCE	9 Vendors	27 Transactions	
15	Fund Total:		111,653.85 DITCH		27 Transactions	

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*** Redwood County ***



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

22 SOLID WASTE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
393	DEPT			HAZARDOUS WASTE			
	76099 RECYCLE TECHNOLOGIES INC						
115	22-393-000-0000-6362		481.39	2023 FLUORESCENT LAMP DISP 08/11/2023 08/11/2023	237745	HOUSEHOLD HAZARDOUS WASTE E) N	
	76099 RECYCLE TECHNOLOGIES INC		481.39	1 Transactions			
393	DEPT Total:		481.39	HAZARDOUS WASTE	1 Vendors		1 Transactions
22	Fund Total:		481.39	SOLID WASTE			1 Transactions

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*** **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			
6	7425 BLOSSOM TOWN 73-801-000-0000-6178		500.00	SPRING PLANTING EVENT 05/16/2023 05/17/2023	STMT	EMPLOYEE WELLNESS	N
	7425 BLOSSOM TOWN		500.00	1 Transactions			
12	10059 CAPITAL ONE BANK (USA), N.A. 73-801-000-0000-6178		28.00	WELCOME EVENT 08/09/2023 08/09/2023	635813	EMPLOYEE WELLNESS	N
	10059 CAPITAL ONE BANK (USA), N.A.		28.00	1 Transactions			
801	DEPT Total:		528.00	NON-DEPARTMENTAL	2 Vendors	2 Transactions	
73	Fund Total:		528.00	INSURANCE		2 Transactions	

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 8/31/23 10:38AM
 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			
5109	BASKERVILLE/MARK						
112	85-620-990-0000-6802		500.00	WELL DECOMMISSIONING 08/25/2023 08/25/2023		WATER MANAGEMENT PLAN EXPENS	Y
	5109 BASKERVILLE/MARK		500.00		1 Transactions		
43144	JOHNSON/BARBARA						
113	85-620-990-0000-6802		500.00	WELL SEALING 08/10/2023 08/10/2023	STMT	WATER MANAGEMENT PLAN EXPENS	Y
	43144 JOHNSON/BARBARA		500.00		1 Transactions		
57678	MINNESOTA SOIL HEALTH COALITION						
114	85-620-995-0000-6802		500.00	ECONOMICS FIELD DAY 08/17/2023 08/17/2023	STMT	LCCMR GRANT EXPENSES	Y
	57678 MINNESOTA SOIL HEALTH COALITION		500.00		1 Transactions		
620	DEPT Total:		1,500.00	SOIL AND WATER CONSERVATION DIST	3 Vendors	3 Transactions	
85	Fund Total:		1,500.00	SOIL & WATER CONSERVATION		3 Transactions	
	Final Total:		276,040.53	76 Vendors	115 Transactions		

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



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	91,059.12	GENERAL
10	70,818.17	BUILDING FUND
15	111,653.85	DITCH
22	481.39	SOLID WASTE
73	528.00	INSURANCE
85	1,500.00	SOIL & WATER CONSERVATION
All Funds	276,040.53	Total

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

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
31	DEPT			COUNTY ADMINISTRATION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
30	01-031-000-0000-6816		17.95	EMPLOYEE RECOG NAME PLATE 08/08/2023 08/08/2023	112078	CONTINGENCIES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		17.95	1 Transactions			
31	DEPT Total:		17.95	COUNTY ADMINISTRATION	1 Vendors	1 Transactions	
42	DEPT			ASSESSOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
46	01-042-000-0000-6242		0.54	SAMA UPGRADE - JJ 08/09/2023 08/09/2023	3473	DUES & REGISTRATION FEES	N
47	01-042-000-0000-6242		25.00	SAMA UPGRADE - JJ 08/09/2023 08/09/2023	3473	DUES & REGISTRATION FEES	N
48	01-042-000-0000-6334		111.67	LODGING @ TR - JJ 09/26/2023 09/27/2023	49632	LODGING & EXPENSE	N
51	01-042-000-0000-6334		441.48	LODGING @ TR - SE 08/06/2023 08/10/2023	564264	LODGING & EXPENSE	N
50	01-042-000-0000-6334		441.48	LODGING @ TR - AK 08/06/2023 08/10/2023	564267	LODGING & EXPENSE	N
49	01-042-000-0000-6242		182.00	REG @ MAAO CON - JJ 08/09/2023 08/09/2023	7126	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,202.17	6 Transactions			
42	DEPT Total:		1,202.17	ASSESSOR	1 Vendors	6 Transactions	
61	DEPT			ADMINISTRATOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
26	01-061-000-0000-6401		7.80	SCREEN WIPES 07/28/2023 07/28/2023	2217014 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
32	01-061-000-0000-6401		117.41	HARD DRIVE 08/10/2023 08/10/2023	2426645 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
33	01-061-000-0000-6334		330.42	LODGING @ TR - PB 08/09/2023 08/11/2023	390721A	LODGING & EXPENSE	N
22	01-061-000-0000-6401		18.99	REFUND SPRAY DUSTER 07/26/2023 07/26/2023	6971418 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
34	01-061-000-0000-6401		197.95	DOCKING STATION 08/03/2023 08/03/2023	7941847 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N

*** Redwood County ***

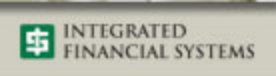


Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

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
23	01-061-000-0000-6401		15.46	DUSTER SPRAY 07/28/2023	8641022 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		650.05		6 Transactions		
61	DEPT Total:		650.05	ADMINISTRATOR	1 Vendors	6 Transactions	
63	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			ELECTIONS			
1	01-063-000-0000-6899		8.00	SHIPPING OLD IPADS & CHARGERS 08/03/2023 08/03/2023	1ZT7PE1603352600	MISCELLANEOUS	N
2	01-063-000-0000-6899		80.48	SHIPPING OLD IPADS & CHARGERS 08/03/2023 08/03/2023	1ZT7PE1603352600	MISCELLANEOUS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		88.48		2 Transactions		
63	DEPT Total:		88.48	ELECTIONS	1 Vendors	2 Transactions	
64	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			COMPUTER			
24	01-064-000-0000-6401		69.29	WEBCAM 07/26/2023 07/26/2023	0150613 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
38	01-064-000-0000-6401		210.34	BATTERY CARTRIDGES 08/15/2023 08/15/2023	2442645 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
39	01-064-000-0000-6401		143.07	BATTERY CARTRIDGES 08/15/2023 08/15/2023	2442645 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
83	01-064-000-0000-6401		24.74	WIRELESS KEYBOARD 07/28/2023 07/28/2023	8428264 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
20	01-064-000-0000-6401		15.83	RETURN BCH REPAIR KIT 07/24/2023 07/24/2023	STMT 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		431.61		5 Transactions		
64	DEPT Total:		431.61	COMPUTER	1 Vendors	5 Transactions	
91	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			ATTORNEY			
84	01-091-000-0000-6334		10.79	MEAL @ LETHAL WEAPON TR - JP 07/13/2023 07/13/2023		LODGING/MILEAGE	N
85	01-091-000-0000-6401		13.34	FT, SOAP 07/21/2023 07/21/2023		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
21275	ELAN CORPORATE PAYMENT SYSTEMS		24.13		2 Transactions		
91	DEPT Total:		24.13	ATTORNEY	1 Vendors	2 Transactions	
118	DEPT			COURTHOUSE MAINTENANCE			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
9	01-118-000-0000-6301		54.79	WINDOW VACUUM 08/18/2023 08/18/2023	0505846 2425	EQUIPMENT & BUILDING MAINTENAN	N
10	01-118-000-0000-6301		49.98	FLOOR CLEANER 08/04/2023 08/04/2023	1440267 2425	EQUIPMENT & BUILDING MAINTENAN	N
5	01-118-000-0000-6301		5.00	VERTICAL BLIND SAMPLES 07/28/2023 07/28/2023	32336374	EQUIPMENT & BUILDING MAINTENAN	N
8	01-118-000-0000-6301		175.84	VERTICAL BLIND 08/14/2023 08/14/2023	32336499	EQUIPMENT & BUILDING MAINTENAN	N
3	01-118-000-0000-6301		89.99	TREE WATERING BAG 07/18/2023 07/18/2023	3238622 2425	EQUIPMENT & BUILDING MAINTENAN	N
4	01-118-000-0000-6301		89.77	SHARPS CONTAINERS 07/25/2023 07/25/2023	5796258 2425	EQUIPMENT & BUILDING MAINTENAN	N
6	01-118-000-0000-6301		87.90	SHARPS CONTAINERS 07/26/2023 07/26/2023	8388232 2425	EQUIPMENT & BUILDING MAINTENAN	N
7	01-118-000-0000-6301		215.72	FILTERS 07/28/2023 07/28/2023	8722659 2425	EQUIPMENT & BUILDING MAINTENAN	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		768.99		8 Transactions		
118	DEPT Total:		768.99	COURTHOUSE MAINTENANCE	1 Vendors	8 Transactions	
201	DEPT			SHERIFF			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
42	01-201-000-0000-6401		70.70	POSTAGE 07/26/2023 07/26/2023		OFFICE SUPPLIES & EQUIPMENT MAI	N
72	01-201-000-0000-6401		2.07	POSTAGE 08/08/2023 08/08/2023		OFFICE SUPPLIES & EQUIPMENT MAI	N
73	01-201-000-0000-6401		17.45	POSTAGE 08/14/2023 08/14/2023		OFFICE SUPPLIES & EQUIPMENT MAI	N
74	01-201-000-0000-6401		5.50	POSTAGE 08/15/2023 08/15/2023		OFFICE SUPPLIES & EQUIPMENT MAI	N
75	01-201-000-0000-6401		36.30	POSTAGE 08/15/2023 08/15/2023		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
40	01-201-000-0000-6401		56.97-	RETURNED FRAMES 07/05/2023 07/05/2023	0952254 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
44	01-201-000-0000-6401		178.00	TINT METERS 08/07/2023 08/07/2023	12328	OFFICE SUPPLIES & EQUIPMENT MAI	N
41	01-201-000-0000-6242		1,099.00	REG @ UOF TR - MZ 09/25/2023 09/29/2023	2634	DUES & REGISTRATION FEES	N
43	01-201-000-0000-6242		300.00	REG @ BACKGROUND TR - HB 08/01/2023 08/01/2023	291250	DUES & REGISTRATION FEES	N
70	01-201-000-0000-6242		275.00	REG @ CIVIL PROCESS TR - DF 09/26/2023 09/26/2023	291260	DUES & REGISTRATION FEES	N
52	01-201-000-0000-6242		600.61	LODGING @ JA CON - ML 09/12/2023 09/15/2023	29366	DUES & REGISTRATION FEES	N
45	01-201-000-0000-6401		50.00	ID CARDS 08/07/2023 08/07/2023	808368	OFFICE SUPPLIES & EQUIPMENT MAI	N
71	01-201-000-0000-6407		114.91	STEEL DROP BOX - JAIL 08/02/2023 08/02/2023	8188213 2425	JAIL EXPENSES	N
57	01-201-000-0000-6407		41.16	KITCHEN POWER CORD 08/03/2023 08/03/2023	88502987	JAIL EXPENSES	N
58	01-201-000-0000-6407		2.83-	SALES TAX REFUND 08/03/2023 08/03/2023	88502987	JAIL EXPENSES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		2,730.90		15 Transactions		
201	DEPT Total:		2,730.90	SHERIFF	1 Vendors	15 Transactions	
249	DEPT			OTHER PUBLIC SAFETY			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
53	01-249-000-2815-6802		80.50	CANTEEN SUPPLIES 07/26/2023 07/26/2023		CANTEEN EXPENSES	N
59	01-249-000-2815-6802		47.50	CANTEEN SUPPLIES 08/08/2023 08/08/2023		CANTEEN EXPENSES	N
61	01-249-000-2815-6802		57.50	CANTEEN SUPPLIES 08/17/2023 08/17/2023		CANTEEN EXPENSES	N
69	01-249-000-2872-6275		312.16	K9 BAG, COLLARS, TRAINING SUPP 07/25/2023 07/25/2023	0239431 2425	LAW ENFORCEMENT DOG FUND	N
67	01-249-000-2872-6275		193.02	LEASH & TRAINING SUPPLIES 07/19/2023 07/19/2023	1192248 2425	LAW ENFORCEMENT DOG FUND	N
54	01-249-000-2815-6802		31.80	CANTEEN SUPPLIES 07/28/2023 07/28/2023	1743289	CANTEEN EXPENSES	N
55	01-249-000-2815-6802		38.08	CANTEEN SUPPLIES	1743577	CANTEEN EXPENSES	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
56	01-249-000-2815-6802		12.50	CANTEEN SUPPLIES 07/28/2023 07/28/2023	1743879	CANTEEN EXPENSES	N
60	01-249-000-2815-6802		119.02	CANTEEN SUPPLIES 07/31/2023 07/31/2023	1746837	CANTEEN EXPENSES	N
62	01-249-000-2815-6802		291.58	CANTEEN SUPPLIES 08/08/2023 08/08/2023	1750103	CANTEEN EXPENSES	N
64	01-249-000-2815-6802		169.30	INMATE CLOTHING 08/17/2023 08/17/2023	30921	CANTEEN EXPENSES	N
65	01-249-000-2872-6275		689.99	K9 SLEEVES 08/18/2023 08/18/2023	464378	LAW ENFORCEMENT DOG FUND	N
68	01-249-000-2872-6275		81.49	K9 COLLAR & HARNESS 07/20/2023 07/20/2023	464774	LAW ENFORCEMENT DOG FUND	N
66	01-249-000-2872-6275		85.76	LEASH & TRAINING SUPPLIES 07/26/2023 07/26/2023	4648218	LAW ENFORCEMENT DOG FUND	N
63	01-249-000-2815-6802		159.00	TREADMILL BELT 07/19/2023 07/19/2023	2425 994683	CANTEEN EXPENSES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		2,369.20		15 Transactions		
249	DEPT Total:		2,369.20	OTHER PUBLIC SAFETY	1 Vendors	15 Transactions	
520	DEPT			PARKS			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
79	01-520-000-0000-6401		20.52	FOOD FOR RESALE 08/16/2023 08/16/2023		OFFICE SUPPLIES & EQUIPMENT MAI	N
78	01-520-000-0000-6301		104.41	STRETCH WRAP 08/14/2023 08/14/2023	45120537	EQUIPMENT & BUILDING MAINTENAN	N
77	01-520-000-0000-6301		87.98	FUEL PUMP 08/08/2023 08/08/2023	FF-46627	EQUIPMENT & BUILDING MAINTENAN	N
76	01-520-000-0000-6401		117.67	ICE CREAM FOR RESALE 07/25/2023 07/25/2023	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		330.58		4 Transactions		
520	DEPT Total:		330.58	PARKS	1 Vendors	4 Transactions	
601	DEPT			AGRICULTURAL INSPECTION			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
18	01-601-000-0000-6401		31.98	MOUSE WRIST SUPPORT	1836220	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
19	01-601-000-0000-6401		5.99	08/07/2023 BADGE REELS	08/07/2023 2425	1910612 OFFICE SUPPLIES & EQUIPMENT MAI	N
15	01-601-000-0000-6242		17.17	08/17/2023 TELECOM SOFTWARE - ZOOM	08/17/2023 2425	211793794 DUES & REGISTRATION FEES	N
17	01-601-000-0000-6242		795.00	07/23/2023 REG @ SEPTIC TR - JP	08/22/2023 X491045	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		850.14		4 Transactions		
601	DEPT Total:		850.14	AGRICULTURAL INSPECTION	1 Vendors	4 Transactions	
620	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			SOIL AND WATER CONSERVATION DIST			
80	01-620-000-0000-6401		29.40	08/07/2023 POSTAGE	08/07/2023	OFFICE SUPPLIES & EQUIP MNTCE	N
81	01-620-000-0000-6401		29.95	08/09/2023 POSTAGE	08/09/2023	OFFICE SUPPLIES & EQUIP MNTCE	N
82	01-620-000-0000-6401		15.35	08/15/2023 POSTAGE	08/15/2023	OFFICE SUPPLIES & EQUIP MNTCE	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		74.70		3 Transactions		
620	DEPT Total:		74.70	SOIL AND WATER CONSERVATION DIST	1 Vendors	3 Transactions	
704	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			OTHER ECONOMIC DEVELOPMENT			
21	01-704-000-0000-6242		750.00	09/25/2023 REG @ EDA CON - BM	09/28/2023 2986	EDA DUES AND REGISTRATIONS	N
28	01-704-000-0000-6242		100.00	09/14/2023 REG @ CEC CON - BM	09/15/2023 749784	EDA DUES AND REGISTRATIONS	N
36	01-704-000-0000-6242		375.00	08/16/2023 REFUND REG @ CON BM	08/16/2023 STMT	EDA DUES AND REGISTRATIONS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		475.00		3 Transactions		
704	DEPT Total:		475.00	OTHER ECONOMIC DEVELOPMENT	1 Vendors	3 Transactions	
1	Fund Total:		10,013.90	GENERAL		74 Transactions	

*** **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
301	DEPT			ROAD & BRIDGE ADMINISTRATION			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
14	03-301-000-0000-6332		120.00	REG @ FALL MAINT EXPO 08/14/2023 08/14/2023	1282298739	STAFF DEVELOPMENT	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		120.00	1 Transactions			
301	DEPT Total:		120.00	ROAD & BRIDGE ADMINISTRATION	1 Vendors	1 Transactions	
310	DEPT			HIGHWAY MAINTENANCE			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
13	03-310-000-0000-6501		972.00	SUPER WEATHER APP 08/03/2023 08/03/2024	2014C62C-0002	ROAD MAINTENANCE SUPPLIES & M/	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		972.00	1 Transactions			
310	DEPT Total:		972.00	HIGHWAY MAINTENANCE	1 Vendors	1 Transactions	
320	DEPT			HIGHWAY CONSTRUCTION & ENGINEER			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
11	03-320-000-0000-6291		400.00	PROJECT PERMIT - 064598032 07/24/2023 07/24/2023	MNPPCA-82576	PROFESSIONAL & TECHNICAL SERVI	N
12	03-320-000-0000-6291		8.60	PROJECT PERMIT - 064598032 07/24/2023 07/24/2023	MNPPCA-82576	PROFESSIONAL & TECHNICAL SERVI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		408.60	2 Transactions			
320	DEPT Total:		408.60	HIGHWAY CONSTRUCTION & ENGINEER	1 Vendors	2 Transactions	
3	Fund Total:		1,500.60	ROAD AND BRIDGE		4 Transactions	

RACHELW
8/31/23 12:23PM
15 DITCH

*** Redwood County ***



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

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 21275 ELAN CORPORATE PAYMENT SYSTEMS			DITCH MAINTENANCE			
16	15-611-000-0000-6411		14.80	PHONE CASE 07/21/2023 07/21/2023	0980205 2425	FIELD SUPPLIES/EXPENSES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		14.80	1 Transactions			
611	DEPT Total:		14.80	DITCH MAINTENANCE	1 Vendors	1 Transactions	
15	Fund Total:		14.80	DITCH		1 Transactions	

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

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						
29	73-801-000-0000-6178		31.97	WELCOME BREAKFAST - AL 08/07/2023 08/07/2023		EMPLOYEE WELLNESS	N
31	73-801-000-0000-6178		25.98	WELCOME BREAKFAST - JP 08/08/2023 08/08/2023		EMPLOYEE WELLNESS	N
35	73-801-000-0000-6178		17.37	WELCOME EVENT - MAINT 08/14/2023 08/14/2023		EMPLOYEE WELLNESS	N
37	73-801-000-0000-6178		44.96	WELCOME EVENT - LEC 08/16/2023 08/16/2023		EMPLOYEE WELLNESS	N
25	73-801-000-0000-6178		40.44	MUNCH BETTER 07/28/2023 07/28/2023	7517000 2425	EMPLOYEE WELLNESS	N
27	73-801-000-0000-6178		18.60	MUNCH BETTER 07/28/2023 07/28/2023	7517000 2425	EMPLOYEE WELLNESS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		179.32	6 Transactions			
801	DEPT Total:		179.32	NON-DEPARTMENTAL	1 Vendors	6 Transactions	
73	Fund Total:		179.32	INSURANCE		6 Transactions	
	Final Total:		11,708.62	18 Vendors	85 Transactions		

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



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	10,013.90	GENERAL
3	1,500.60	ROAD AND BRIDGE
15	14.80	DITCH
73	179.32	INSURANCE
All Funds	11,708.62	Total

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



REQUEST FOR BOARD ACTION

Requested Board Date: 9/5/2023	Originating Dept.: EDA
Preferred 2nd Date:	
Discussion Item:	Presenter: Briana Mumme
Tax Forfeited Blight Removal Grant Application	estimated time needed: 5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorization to approve the City of Walnut Groe's Redwood County Tax Forfeited Blight Removal program for \$4,750.

Background Information:

City of Walnut Grove has submitted an application for the Redwood County Tax Forfeited Blight Removal program, for parcel 94-568-0720. Applicant has satisfied the requirements of the program and staff recommendation is to support approving the grant. An item of note, is the city was to collect two quotes. They requested quotes from three businesses, however only attained one from Maas Construction at \$9,500. If the grant is approved by the Board and the municipality successfully acquires the property at the Tax Forfeited Auction on September 13, 2023 a grant agreement will be executed to reimburse up to \$4,750.

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 Tax Forfeited Blight Removal Grant Program Application



Redwood County Government Center
403 South Mill Street Redwood Falls, MN 56283

The goal of the Redwood County Tax Forfeited Blight Removal Grant Program is to partner with Redwood County municipalities which have acquired tax forfeited property, with the intent to remove blighted structures and encourage reinvestment in the property.

Date of Application: 8-15-2023
Contact Name: Paula McGarvey
Phone Number: 507-859-2135
Parcel ID 1: 94-568-0720
Parcel ID 3:

Municipality: City of Walnut Grove
Position: City Clerk-Treasurer
Email: cityclerk@walnutgrovemn.org
Parcel ID 2:
Parcel ID 4:

Description of property and reason for request:
please reference the attached

Checklist:

- Municipality has reviewed Tax Forfeited Blight Removal Grant Program Guidelines
- Two bids/estimates of blight removal and disposal costs are attached
- Site Plan of property(s) with structures to be removed is attached
- Is there a well or cistern on the property(s)? NO If yes, attach remediation plan
- Is there a septic system on the property(s)? NO If yes, attach remediation plan
- Is there fuel tank(s) on the property(s)? NO If yes, attach remediation plan

By signing below, the Municipality is stating they understand the requirements of the Redwood County Tax Forfeited Blight Removal Grant Program as stated in the Redwood County Blight Removal Grant Program Guidelines.

Paulette Koch

Signature of City Mayor or Township Board Chair

8/15/23

Date

Application and corresponding documents submitted to: Briana Mumme, Redwood County Economic Development Coordinator; Government Center 403 South Mill Street, Redwood Falls or via email at briana_m@co.redwood.mn.us

Redwood County Tax Forfeited Blight Removal Grant Program Application
City of Walnut Grove
August 15, 2023

Description of property and reason for request:

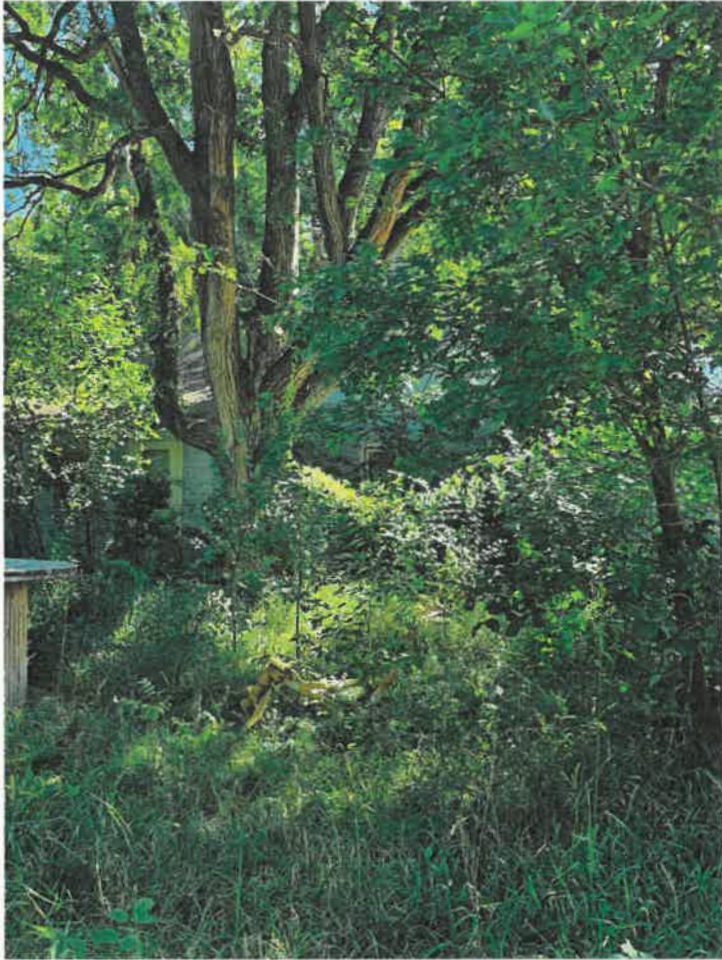
The home located at 441 9th Street in Walnut Grove has been vacant for over 20 years and is past the point of saving it. The City owns the parcel next to it, and would like to purchase this parcel and combine it with the one they already own. The city will have the current house taken down to provide a lot to be sold for the purpose of building or bringing in a new home on that property. The city has requested quotes from 3 different contractors and only received one quote back at this time. We are still waiting for quotes from L&S & Schmidt Construction.

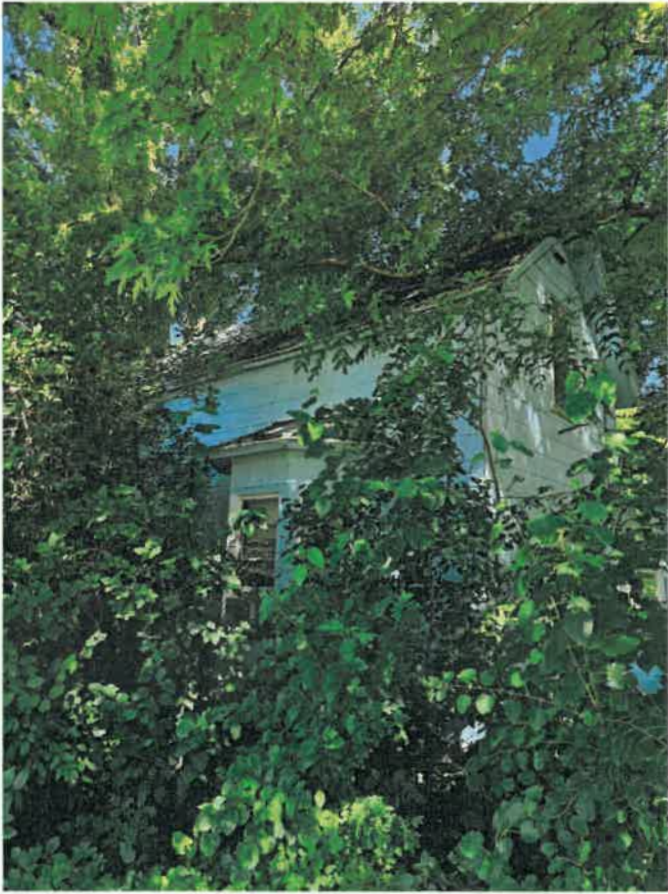
441 9th Street Walnut Grove

PID 94-568-0720

Site visit completed June 2023

Unable to capture interior pictures due to safety concerns







Maas Construction Co.
 'Digging Excellence Since 2006'
 14499 US Highway 14
 Walnut Grove, MN 56180

INVOICE

3176

Cell: (507) 828-4609

TO City of Walnut Grove

DATE 8-5-23 JOB NO. _____

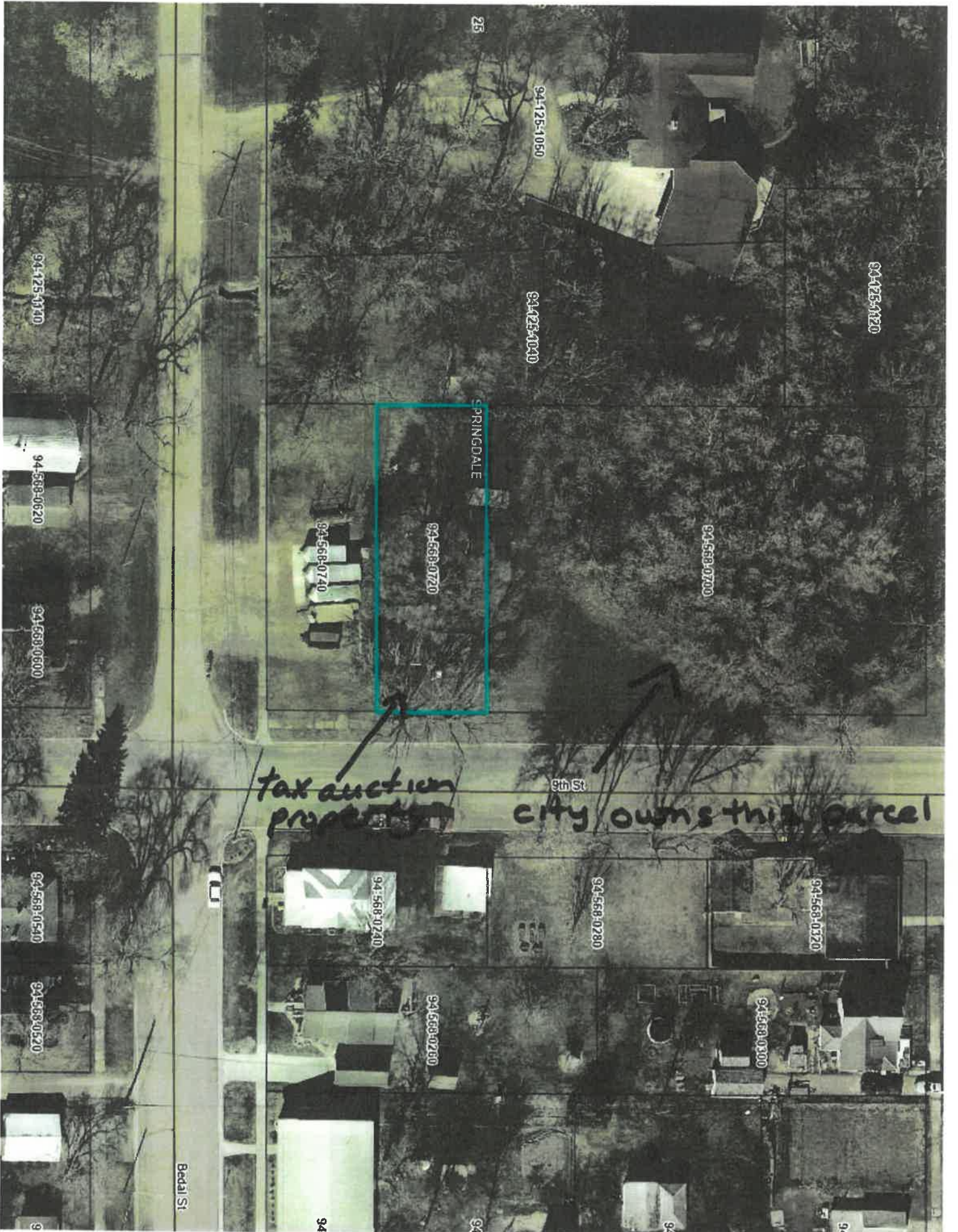
JOB NAME Estimate

JOB LOCATION House Dem 9th Street

TERMS **Payment Due Within 30 Days Of Services Rendered.**

	DESCRIPTION	PRICE	AMOUNT
>	Estimate for Demo/Removal of House/ House located at 9th & Beda Street		9500.00
>	John B. Men		
			9500.00

THANK YOU



94-125-1120

94-125-1050

94-125-1010

25

94-568-0710

94-568-0720

94-568-0740

SPRINGDALE

9th St

tax auction property

city owns this parcel

94-568-0520

94-568-0780

94-568-0730

94-568-0300

94-568-0200

94-125-1110

94-568-0620

94-568-0600

94-568-0510

94-568-0520

Bedall St

94

94

94

94

9



Redwood County Tax Forfeited Blight Removal Program Score Card

Scoring is based on a scale of 0 to 10 (extreme); total of 50 points can be attained

441 9th St, Walnut Grove
PID 94-568-0720

Property Conditions: dilapidated, deteriorated, defective design or physical construction; inadequate utilities; lack of ventilation; contamination by hazardous substances; or failure to meet minimum state or county code standards.	10
Safety Hazards: poses public safety and health risk, is deemed unsanitary or unsafe	10
Property Plans/Timelines: municipality understands the provisions to demolition of the property. Submitted bids from licensed contractor and will complete project within one year of award.	10
Economic Impact: property decreases surrounding property values, erodes the health of local housing markets	7
Property meets the definition of blight: structure is no longer in acceptable or beneficial condition to its community. Property has lost its value as a social good or economic commodity or is functional status as a livable space.	10
Score	47
Total Project Cost	9,500
Amount Requested	4,750
Recommended Amount	4,750
Date of Site Visit	JUNE 2023
Description of observations	The entire structure is in disrepair and falling apart. It's an old house not built to code
Recommendation	Approve per application
Signature	<i>[Signature]</i>
Date	8/31/23



REQUEST FOR BOARD ACTION

Requested Board Date:	9/5/2023	Originating Dept.:	EDA
Preferred 2nd Date:			
Discussion Item:	Presenter: Briana Mumme		
Tax Forfeited Blight Removal Grant Application	estimated time needed:	5 minutes	
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Authorization to approve the City of Morgan's application to the Redwood County Tax Forfeited Blight Removal program for \$5,000.

Background Information:

City of Morgan has submitted an application for the Redwood County Tax Forfeited Blight Removal program, for parcel 86-386-0160. Applicant has satisfied the requirements of the program and staff recommendation is to support approving the grant. If the grant is approved by the Board and the municipality successfully acquires the property at the Tax Forfeited Auction on September 13, 2023 a grant agreement will be executed to reimburse up to \$5,000.

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 Tax Forfeited Blight Removal Grant Program Application



Redwood County Government Center
403 South Mill Street Redwood Falls, MN 56283

The goal of the Redwood County Tax Forfeited Blight Removal Grant Program is to partner with Redwood County municipalities which have acquired tax forfeited property, with the intent to remove blighted structures and encourage reinvestment in the property.

Date of Application: 08/02/2023 Municipality: Morgan
Contact Name: Lisa Steffl Position: City Clerk Treasurer
Phone Number: 507-249-3455 Email: lisa.steffl@cityofmorgan.org
Parcel ID 1: 86-386-0160 Parcel ID 2:
Parcel ID 3: Parcel ID 4:

Description of property and reason for request:

312 E Third Street. Home was abandoned, it is completely full of junk and dog feces. The door on the building keeps popping open and who knows what has been living in there.

Checklist:

- Municipality has reviewed Tax Forfeited Blight Removal Grant Program Guidelines
- Two bids/estimates of blight removal and disposal costs are attached
- Site Plan of property(s) with structures to be removed is attached
- Is there a well or cistern on the property(s)? NO If yes, attach remediation plan
- Is there a septic system on the property(s)? NO If yes, attach remediation plan
- Is there fuel tank(s) on the property(s)? NO If yes, attach remediation plan

By signing below, the Municipality is stating they understand the requirements of the Redwood County Tax Forfeited Blight Removal Grant Program as stated in the Redwood County Blight Removal Grant Program Guidelines.

Signature of City Mayor or Township Board Chair

08/02/2023

Date

Application and corresponding documents submitted to: Briana Mumme, Redwood County Economic Development Coordinator; Government Center 403 South Mill Street, Redwood Falls or via email at briana_m@co.redwood.mn.us

GARY KERKHOFF CONSTRUCTION

- Basements & General Backhoe Work – Trucking – Pay loader Work – Snow Removal
 - Aggregate and Rock Material
- Septic Service: Pumping – Designing – Installations – free estimates

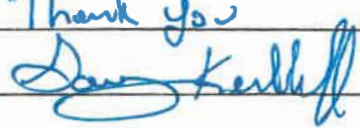
Gary Kerkhoff Const.
25603 State Hwy 67
Morgan MN 56266

Office: 507-249-3170
Cell: 507-430-2466
Fax: 507-249-3070

TO: City of Morgan

Date: 7-28-23

ESTIMATES

Estimate to Demo House at 312 Third St.	
Morgan	
Demo House - take out concrete - Fill in	
Basement to finish grade	
Will Haul Demo to sanitary land fill	
total Price	13,590. ⁰⁰
Thank you	
	

June 27, 2023

Gary Kerkhoff Construction
25603 State Hwy 67
Morgan MN 56266

To Whom it may concern,

The City of Morgan is requesting bids for tearing down and removal of a house at 312 Third Street. This house is up for tax forfeiture, and the City is trying to apply for a grant to help tear down the house. To do so, we need multiple bids. The tax auction is October 20, 2023, work would be completed after that if property is obtained or forfeited to the City. Please return bids by July 28, 2023 to the City Office via email to lisa.steffl@cityofmorgan.org, drop off or mailed to PO BOX 27, Morgan MN 56266.

Thank you for your time,

Lisa Steffl
City of Morgan
City Clerk Treasurer
PO Box 27
Morgan MN 56266

tntcon@redred.com

To: lisa.steffl@cityofmorgan.org
Subject: Quote for house 312th 3rd Street

Lisa,

We will demo the house and garage and haul to a certified landfill. Removal of all concrete and fill in basement with clay and black dirt on top. This also includes garage. Cap water and sewer off. Mobilization
This would not include any inspection, or removal if non friable or asbestos. Also, would not include any tire.
The quote for the tear down and removal will be \$47,558.

If you have any questions, please let me know.

Thanks,

Kayla Kerkhoff
TNT/Construction/Kerkhoff Inc.
507-249-3182

June 27, 2023

TNT Construction
912 Front Street
Morgan MN 56266

To Whom it may concern,

The City of Morgan is requesting bids for tearing down and removal of a house at 312 Third Street. This house is up for tax forfeiture, and the City is trying to apply for a grant to help tear down the house. To do so, we need multiple bids. The tax auction is October 20, 2023, work would be completed after that if property is obtained or forfeited to the City. Please return bids by July 28, 2023 to the City Office via email to lisa.steffl@cityofmorgan.org, drop off or mailed to PO BOX 27, Morgan MN 56266.

Thank you for your time,

Lisa Steffl
City of Morgan
City Clerk Treasurer
PO Box 27
Morgan MN 56266

June 27, 2023

Blomeke Construction
PO Box 338
Morgan MN 56266

To Whom it may concern,

The City of Morgan is requesting bids for tearing down and removal of a house at 312 Third Street. This house is up for tax forfeiture, and the City is trying to apply for a grant to help tear down the house. To do so, we need multiple bids. The tax auction is October 20, 2023, work would be completed after that if property is obtained or forfeited to the City. Please return bids by July 28, 2023 to the City Office via email to lisa.steffl@cityofmorgan.org, drop off or mailed to PO BOX 27, Morgan MN 56266.

Thank you for your time,

Lisa Steffl
City of Morgan
City Clerk Treasurer
PO Box 27
Morgan MN 56266

312 East Third Street, Morgan
PID 86-386-0160
Property viewing August 29, 2023











Redwood County Tax Forfeited Blight Removal Program Score Card

Scoring is based on a scale of 0 to 10 (extreme); total of 50 points can be attained

312 E. Third St, Morgan
PID 84-380-0160

Property Conditions: dilapidated deteriorated, defective design or physical construction; inadequate utilities; lack of ventilation; contamination by hazardous substances; or failure to meet minimum state or county code standards.	7
Safety Hazards: poses public safety and health risk is deemed unsanitary or unsafe	10
Property Plans/Timelines: municipality understands the provisions to demolition of the property. Submitted bids from licensed contractor and will complete project within one year of award.	10
Economic Impact: property decreases surrounding property values, erodes the health of local housing markets	7
Property meets the definition of blight: structure is no longer in acceptable or beneficial condition to its community. Property has lost its value as a social good or economic commodity or is functional status as a livable space.	8
Score	42
Total Project Cost	13,590
Amount Requested	5,000
Recommended Amount	5,000
Date of Site Visit	8-29-2023
Description of observations	Exterior siding and windows are rotten and broken. Interior is full of garbage.
Recommendation	Approve per application
Signature	Phil [Signature]
Date	8/31/23



REQUEST FOR BOARD ACTION

Requested Board Date: 9/5/2023	Originating Dept.: EDA
Preferred 2nd Date:	
Discussion Item:	Presenter: Briana Mumme
First Children's Finance Memorandum of Agreement	estimated time needed: 2 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

If Action, Board Motion Requested:

Authorization to enter into a memorandum of agreement with First Children's Finance - Minnesota to conduct a financial modeling consultation services for Red Rock School District. There is no financial cost for these services.

Background Information:

Redwood County EDA in partnership with the City of Lambertton and Red Rock School district, exploration to develop a child care center is underway. In order to determine project viability, technical assistance is necessary. First Children's Finance is a nonprofit organization which provides these services to providers and communities. First Children's is offering these services at no cost but is seeking a commitment from the County to complete an annual survey for up to 3 years.

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 ****



First Children's Finance

MEMORANDUM OF AGREEMENT

This AGREEMENT is entered into by First Children's Finance, a national nonprofit corporation; and **Redwood County Economic Development Authority, a political subdivision of the State of Minnesota ("County EDA")**

First Children's Finance agrees to provide consulting services outlined below, at no cost to **County EDA. Briana Mumme, Economic Development Coordinator shall serve as the Authorized Representative of the County to fulfill the terms of this agreement.**

SERVICES TO BE PERFORMED

- Financial Modeling Consultation (start-up or expansion)

CHILD CARE BUSINESS RESPONSIBILITIES

County EDA agrees to participate fully in the activities outlined in this agreement.

In order to provide the products and services outlined above, we will need to request relevant business information from you. **County EDA** agrees to collect and send requested information within 5 business days of the request.

First Children's Finance recognizes that child care is a very busy industry and we want to maximize our time together. In the event you need to reschedule a meeting please make an effort to let us know at least 24 hours in advance. **County EDA** agrees to make every effort to be prepared and on time to all scheduled appointments.

DATA AND EVALUATION

First Children's Finance's funding partners have provided financial support that allows First Children's Finance to provide the consulting services outlined in this agreement at no cost to **County EDA**. These services are valued at approximately (**\$900.00**). Because the business consulting services are provided at no monetary cost to **County EDA**, in exchange for these services, First Children's Finance requests that **County EDA** complete an Annual Client Survey, for up to three years, so that First Children's Finance can evaluate our program effectiveness and continue to provide services to other child care businesses.

CONFIDENTIALITY



First Children's Finance understands that the work is of a confidential nature, and that any information that First Children's Finance has access to as a result of this Agreement may contain confidential information. First Children's Finance agrees to hold that information in confidence, discussing it only with the appropriate First Children's Finance staff; **County EDA** staff, and board (if it applies). Your information will not be shared on an individual level, but will be aggregated with other child care businesses for benchmarking, information, and as a performance measurement tool.

LIMITED RIGHT TO USE

First Children's Finance owns the title, copyright, and other intellectual properties in any reports or tools provided. First Children's Finance grants the Center perpetual, nonexclusive, nontransferable permission to use the reports or tools provided. All parties agree to retain First Children's Finance's copyright, trademark, and other proprietary rights notices on any copies of reports or tools provided, including partial copies.

AGREEMENT TERM AND TERMINATION

This agreement shall be effective as of (08/29/23), and shall continue through (12/01/23). This Agreement may be extended beyond the term end date by the mutual agreement of all parties; which may incur additional fees. This Agreement may be terminated by any party providing ten (10) days written notice to the others.

INDEPENDENT CONTRACTOR

First Children's Finance will furnish business consulting services as an independent contractor and not as an employee of **County EDA** or of any First Children's Finance Funder.

HOLD HARMLESS

County EDA and First Children's Finance agree to hold the other harmless from and against all responsibility and liability for any and all damage or injury of any kind or nature to all persons, whether employees or otherwise, and to all property, relating to or resulting from this Agreement.

CONTACTS

Questions or concerns regarding this agreement and/or the work of **First Children's Finance** described in this agreement may be directed to: **Desi Oberg**, Business Development Specialist, phone: **612-439-9771**, e-mail: **DestinyO@firstchildrensfinance.org**



Questions or concerns regarding **County EDA** in this project may be directed to: **Briana Mumme**.

phone: **507-637-1122**

e-mail: **Briana_M@co.redwood.mn.us**

This document constitutes the entire agreement between First Children’s Finance and **County EDA**. This agreement may be modified in writing by mutual consent of the named parties.

Please sign below that you have read this agreement and represent **County EDA** ’s commitment to this agreement.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Business: _____

Signature: Desi Oberg

Date: 08/30/2023

Printed Name: Desi Oberg

Title: Business Development Specialist
First Children’s Finance



REQUEST FOR BOARD ACTION

Requested Board Date:	September 5th 2023	Originating Dept.:	Technology Dept.
Preferred 2nd Date:			
Discussion Item:		Presenter:	Paul Parsons
Matrix Purchase and Service Agreement		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:

Redwood County Board of Commissioners to review and approve Matrix Purchase and Service Agreement

Background Information:

Matrix is currently our vendor for our phones and switches. Matrix is requiring all of their customers to have this contract in place. This information was sent to Redwood County Attorney on August 10th 2023 for review.

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 ****



Master Purchase and Services Agreement

Customer Name: Redwood County	Matrix Communications, Inc.
Billing Address: 403 South Mill Street	171 Cheshire Lane, Suite 700
City, State, Zip Code: Redwood Falls, MN 56283	Plymouth, MN 55441

This Master Purchase and Services Agreement, effective as of the date of the last signature on the signature page below (the “*Effective Date*”), is between Matrix Communications, Inc. (“*Matrix*”) and the customer listed above (“*Customer*”). Matrix and Customer are each hereinafter referred to individually as a “*Party*” or collectively as “*Parties*.”

1. DEFINITIONS

1.1 The following terms used in this Agreement have the meanings specified or referred to in this Section 1.1:

(a) “*Change Order*” means a written agreement, substantially in the form of Annex B attached hereto, signed by the Parties’ authorized representatives, to modify the Products, Services or other aspects of the delivery of the Products or Services set forth in a Purchase Order or SOW.

(b) “*Confidential Information*” means, with respect to a Party, all non-public, confidential and proprietary information that is furnished or disclosed to the other Party pursuant to this Agreement that (i) the disclosing Party identifies in writing as confidential, or (ii) from all the relevant circumstances should reasonably be understood to be confidential, proprietary and generally not available to the public, regardless of the form, format, media or mode of disclosure (written, visual, electronic or other). Confidential Information of Matrix includes, but is not limited to, the terms of this Agreement.

(c) “*Fees*” means the amounts payable by Customer to Matrix for the purchase of Products or Services, exclusive of taxes, as specified in a Purchase Order and/or SOW.

(d) “*Products*” means the network hardware, software, structured cable and its components, security devices and/or other items identified on a Purchase Order that Customer is purchasing from Matrix pursuant to the terms and conditions of this Agreement.

(e) “*Purchase Order*” means a written order to purchase Products, issued and signed by Customer.

(f) “*Services*” means the project management, design, consulting, engineering and/or other professional services identified on one or more SOWs that are being provided by Matrix to Customer pursuant to the terms and conditions of this Agreement.

(g) “*Software*” means any computer program included within the Products or which constitutes a part of any Product, whether on magnetic tape, disk, semiconductor device or other memory device, including without limitation product memory including hardwired logic instructions, microcode and documentation used to describe, maintain and use the programs.

(h) “*SOW*” means a mutually agreed upon written statement of work referencing this Agreement, a form of which is attached hereto as Annex A, that is signed by the Parties’ authorized representatives, and which authorizes and specifies the Fees, technical specifications and performance requirements for Matrix to provide and deliver the Services, as may be modified from time to time by way of a Change Order. For the avoidance of doubt, no SOW will be valid and effective until signed by Matrix.

2. PURCHASE OF PRODUCTS

2.1 Purchase Orders. From time to time, Customer may submit a Purchase Order to Matrix to purchase Products identified on such Purchase Order. Each Purchase Order must reference this Agreement. Matrix, in its sole discretion, reserves the right to accept or reject any Purchase Order. Matrix will not be deemed to have accepted a Purchase Order unless it accepts such

Purchase Order in writing. For the avoidance of doubt, no Purchase Order will be valid and effective until accepted in writing by Matrix. Each Purchase Order accepted by Matrix will be made a part of and governed by the terms and conditions set forth in this Agreement. To the extent of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement will prevail.

2.2 Title: Risk of Loss: Security Interest. Title to the Products passes to Customer on the date the Fees for such Products are paid in full. Risk of loss to the Products shall pass to Customer on the date of delivery of the Products (whether by Matrix or a Product distributor or manufacturer) to Customer’s premises. Matrix retains, and Customer hereby grants to Matrix, a purchase money security interest in the Products to secure payment of the Fees for such Products until such Fees are paid in full. Matrix shall have all rights and remedies available to a secured party under the Uniform Commercial Code (“*UCC*”) in the event of Customer’s default in this Agreement. Customer agrees to execute any UCC financing statements or other documents reasonably necessary to permit Matrix to perfect its security interest.

2.3 Software. For all Software provided by Matrix under this Agreement, Customer shall be bound by the terms and provisions of the third party provider (“*Licensor*”) of such Software’s software license agreement (“*Software License*”). The terms and provisions of each Software License govern the use and limitations of the Software including, but not limited to, registration, use, copying, limitations on resale and distribution, prohibitions against reverse engineering and tampering with or otherwise infringing or misappropriating the Licensor’s rights. The Software Licenses are available from time to time in shrink-wrapped form as part of physical media shipped from the Licensor (or as otherwise supplied with the Software licensed hereunder) or upon request from Matrix.

2.4 Product Changes. Matrix reserves the right to change, improve or add any new Products or discontinue any Product at any time; *provided, however*, that accepted Purchase Orders are not subject to change without a Change Order.

3. PURCHASE OF SERVICES

3.1 SOWs. From time to time, the Parties may enter into one or more SOWs describing the Services to be performed by Matrix for Customer. Upon signature by the Parties, each SOW will be made a part of and governed by the terms and conditions set forth in this Agreement. To the extent of any conflict between the terms of an SOW and the terms of this Agreement, the terms of this Agreement will prevail.

3.2 Change Orders. Either Party may request a modification of the Services to be provided under an individual SOW by submitting to the other Party a request for a Change Order. Upon execution of the Change Order by both Parties, the obligations of Matrix under the applicable SOW will be as modified by the Change Order. Change Orders must be executed by both Parties to be effective and Matrix will not provide Services outside the scope of any SOW unless and until the performance of such Services outside of the scope of the SOW has been authorized by both Parties through a Change Order.

3.3 Specifications. Matrix will provide the Services in accordance with any requirements, specifications and/or schedule set forth in an SOW (the

“Specifications”). Except as otherwise expressly provided in an SOW, Matrix will be responsible for providing the personnel, equipment, hardware, Software, technical knowledge and other resources necessary to provide the Services.

3.4 Subcontracting. Matrix may delegate to affiliates or subcontractors such duties and Services under this Agreement and any Purchase Order or SOW as Matrix deems necessary or convenient.

3.5 Customer Assistance. Although Matrix is responsible for providing the Services, in order to facilitate the performance of the Services, Customer shall make available in a timely manner, at no charge to Matrix, such contributions as shall be identified in the applicable SOW and all facilities, programs, files, equipment, documentation, test data, sample output, or other information and resources reasonably required by Matrix for the performance of the Services. Matrix shall not be liable for any damages related to delays caused by Customer’s failure to fulfill the foregoing obligations.

4. INSPECTION AND ACCEPTANCE

4.1 Products. All Products will be subject to inspection and testing by Customer to the extent practical. Customer may conduct acceptance testing to establish conformance to any specifications set forth in a Purchase Order when a Product is delivered to Customer. If any Product fails such acceptance tests, Customer must provide Matrix with a written notice of defect which will describe in reasonable detail how the Product failed to conform to any specifications. If such Product does not conform to the specifications, Customer’s sole remedy for such failure shall be as provided for under Section 8.2 below. Acceptance will be deemed to have occurred if Customer (a) confirms in writing its acceptance of the Product(s), or (b) does not provide notice of non-compliance within ten (10) days following the date of Product delivery (or if such Product is to be installed by Matrix, installation) (such date of acceptance, the “Product Acceptance Date”).

4.2 Services.

(a) Matrix will present Customer with a certificate of completion in the form attached hereto as Annex C (the “Completion Certificate”) upon the completion of the performance and delivery of all Services described in the applicable SOW. Customer may review, analyze and test any Service or any performance and delivery thereof to confirm that such Service or the performance and delivery thereof meets the Specifications set forth in this Agreement or the applicable SOW.

(b) If Customer is satisfied with the applicable Services and the performance and delivery thereof and finds that such Services and the performance and delivery thereof meets the applicable Specifications, Customer will execute the Completion Certificate acknowledging its acceptance of such Services and will return the Completion Certificate to Matrix within ten (10) days from the date of Customer’s receipt of such Completion Certificate.

(c) If Customer is unsatisfied with the applicable Services and the performance and delivery thereof and finds that such Services and the performance and delivery thereof fail to meet the applicable Specifications (each such failure, a “Deficiency”), Customer will notify Matrix in writing of such Deficiency (a “Deficiency Notice”) within ten (10) days from the date of Customer’s receipt of such Completion Certificate. Matrix, at its own expense, will modify or re-perform such Service to bring the Deficiency into conformance with the applicable Specifications within twenty (20) days after receipt of such Deficiency Notice. Customer may perform additional review, analysis and acceptance tests following the modification, re-performance and re-delivery of a Service.

(d) If the modification, re-performance and re-delivery of the Service fails to meet the Specifications set forth in this Agreement or the applicable SOW, or a Service is rejected again for non-compliance with such requirements, Customer may in its reasonable sole discretion (without prejudice to any other remedies available) reject the Service and terminate the applicable SOW. Upon Matrix’s completion of the modification, re-performance and re-delivery of such Service, Matrix will re-present the Completion Certificate for Customer’s execution.

(e) In the event Matrix does not receive a Completion Certificate executed by Customer or a Deficiency Notice from Customer within ten (10) days of Customer’s receipt of a Completion Certificate, Customer’s

acceptance of the applicable Services and the performance and delivery thereof and the execution of the Completion Certificate will automatically and without any further action of the Parties be deemed to have occurred (such date of acceptance, the “Services Acceptance Date”).

5. TERM AND TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date and will remain in force until terminated pursuant to Section 5.2 or Section 5.3.

5.2 Termination for Convenience. If no SOWs are in effect hereunder and no accepted Purchase Orders are unfulfilled, either Party may terminate this Agreement for convenience upon giving the other Party thirty (30) days’ prior written notice.

5.3 Termination for Material Breach. Either Party may terminate this Agreement, any SOW or any Purchase Order immediately upon written notice to the other Party under any of the following circumstances, each of which will constitute a material breach of this Agreement: (a) the other Party defaults on any of its material obligations under this Agreement, any SOW or any Purchase Order, and such default is not cured within thirty (30) days after written notice is received by the defaulting Party specifying, in reasonable detail, the nature of the default; (b) the other Party becomes unable to pay its debts as they become due; or (c) the other Party becomes the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless, in the case of an involuntary proceeding, such proceeding is dismissed or withdrawn within thirty (30) days of the date such proceeding is initiated. Any termination under this Section 5.3 will not serve to limit any other remedies to which a Party may otherwise be entitled to under this Agreement or at law or equity.

5.4 Consequences of Termination: Survival. Upon any termination or expiration of this Agreement or a Purchase Order or SOW, Customer shall pay Matrix all Fees for Products delivered and/or Services performed up to the effective date of termination under such Purchase Order or SOW. The following Sections shall survive any termination or expiration of this Agreement: Sections 5.4, 6, 8.3, 9, 10 and 12 through 23.

6. PAYMENT TERMS

6.1 Payment Schedule. Matrix will invoice Customer for Products and/or Services in accordance with the schedule set forth in the applicable Purchase Order(s) or SOWs. If not specified therein, Matrix may invoice Customer for Products and/or Services in accordance with the following schedule:

(a) twenty percent (20%) of the Fees may be invoiced upon acceptance of the applicable Purchase Order or execution by the Parties of the applicable SOW, as applicable;

(b) seventy percent (70%) of the Fees may be invoiced upon delivery of the Products (whether by Matrix or a Product distributor or manufacturer) to Customer’s premises or commencement of the Services; and

(c) ten percent (10%) of the Fees may be invoiced on the Product Acceptance Date or substantial completion of the Services, as applicable.

6.2 Other Payment Terms. Unless otherwise indicated in the applicable Purchase Order or SOW, all Fees payable under this Agreement shall be paid in United States Dollars (USD). All invoices shall be paid within thirty (30) days from the date of the invoice. Matrix reserves the right to assess interest on any past due undisputed amounts owed at a rate of one percent (1%) per month or, if less, the highest rate permitted by applicable law. If undisputed amounts remain past due for more than fifteen (15) days, in addition to the right to assess late interest, Matrix may, at its sole discretion, stop providing Products and/or Services until such past due amounts have been paid and/or provide Customer with notice of material breach under Section 5.3.

6.3 Taxes. Customer will, in addition to all other amounts payable to Matrix under this Agreement, remit directly to the appropriate tax authorities, or pay to or reimburse Matrix, as applicable, all applicable taxes, assessments, duties, permits, fees and other charges of any nature or kind (“Taxes”), however designated, assessed or levied, including, but not limited to sales and use taxes, value added taxes, personal property taxes, and withholding taxes, but not including taxes based on the net income of Matrix. Such amounts shall also include without limitation any penalties, interest, fees or other expenses, if any, incurred as the result of any such Taxes not

being paid at the time or in the manner required by the law that are the result of Customer's action or inaction. If Customer is exempt from sales tax, uses the Product or Services provided hereunder in an exempt manner or otherwise deems itself not subject to sales tax, then Customer must provide a valid and executed exemption certificate to Matrix. Failure to provide such exemption certificate, for whatever reason, will result in tax being charged to Customer, if applicable.

6.4 **Expenses.** As set forth in each SOW, Customer shall reimburse Matrix for necessary and reasonable expenses of travel, lodging, daily meals and other necessary and reasonable expenses incurred by Matrix in the performance of the Services.

7. INTELLECTUAL PROPERTY

7.1 Customer acknowledges and agrees that any and all intellectual property authored, prepared, created, made, delivered, conceived, altered, modified or reduced to practice by Matrix, prior to, independently of, and/or in the course of providing the Services, including all intellectual property rights related thereto (collectively, "**Work Product**") is the sole and exclusive property of Matrix. To the extent any concepts, ideas, or other Customer prepared materials are based on or derivative to Matrix's Work Product, Customer hereby irrevocably assigns any and all right, title and interest in and to such derivative materials to Matrix. In the event that Matrix consents to provide Customer with a Customer-specified deliverable which is to be owned by Customer (each a "**Deliverable**"), such Deliverable must be expressly specified in the applicable SOW and expressly named as a "Deliverable" under the applicable SOW. Upon acceptance of the Deliverable and payment in full for all Fees due for the Deliverable, Matrix hereby assigns and transfers to Customer all right, title and interest in such accepted and fully paid for Deliverable. For the avoidance of doubt, unless expressly identified as a Deliverable in an SOW, the Work Product developed by Matrix under this Agreement will not be deemed "work made for hire" as defined in 17 U.S.C. § 101 and will be the sole and exclusive property of Matrix.

8. REPRESENTATIONS AND WARRANTIES

8.1 **Mutual.** Each Party represents and warrants to the other Party that: (a) it has the right, power and authority to enter into this Agreement and all Purchase Orders and SOWs; (b) the execution of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is bound; (c) the person executing this Agreement on such Party's behalf is authorized to do so; and (d) each Party agrees to comply with applicable law in connection with this Agreement.

8.2 **Services and Products.** For a period of one (1) year, commencing at the earlier of substantial completion of the Services, or first beneficial use of the Services (the "**Warranty Period**"), Matrix warrants that:

(a) the Services performed under the applicable SOW will be of good quality;

(b) all Products will be new unless otherwise required or permitted by this Agreement or the applicable SOW;

(c) the Services will be free from defects not inherent in the quality required or permitted; and

(d) the Services will conform in all material respects to the Specifications set forth in the applicable SOW.

The Customer's sole remedy for any breach of this warranty is that Matrix shall remove, replace and/or repair at its own expense any defective or improper Services, provided the Customer notifies Matrix in writing of any defect within the Warranty Period. Any Products installed by Matrix in the course of performing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Matrix hereby assigns to Customer without recourse to Matrix. Upon request of Customer, Matrix will use commercially reasonable efforts to assist Customer in enforcing any such third party warranties. In purchasing the Products, Customer is relying on the manufacturer's warranties only, and is not relying on any statements or specifications representing the Products that may be provided by Matrix. This warranty excludes remedy for damage or defect caused by abuse or modifications not executed by Matrix, improper or insufficient maintenance, improper operation, and normal wear and tear under normal usage.

8.3 **Disclaimer.** Unless expressly stated otherwise in the applicable SOW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, MATRIX DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE PRODUCTS OR SERVICES. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT OR THE APPLICABLE SOW, MATRIX NEITHER WARRANTS THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, NOR DOES MATRIX MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE PRODUCTS OR SERVICES. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to Customer.

9. INDEMNIFICATION

9.1 **Matrix Indemnity.** Matrix will indemnify, hold harmless and defend Customer and its stockholders, partners, members, directors, officers, employees, agents and representatives, from and against any liability, claims, demands, penalties, fines, lawsuits, judgments, losses and expenses, including reasonable attorneys' fees and court costs (collectively, "**Losses**"), brought by any third party (a) on account of bodily injuries, death, or damage to property that results from the gross negligence or willful misconduct of Matrix, or its directors, officers, employees, agents, subcontractors or suppliers, or their respective directors, officers, employees or agents, and (b) based on a claim that the Services, or any part thereof, constitutes an infringement or misappropriation of any patent, copyright, trade secret or other intellectual proprietary right of such third party. In case the Services, or any part thereof, are, in such suit or proceeding, held to constitute infringement of any patent, copyright, or other intellectual proprietary right of any third party, Matrix will, at its own expense and at its option, either: (i) procure for Customer the right to continue using the Services, (ii) replace the same with a non-infringing Services which conform to the Specifications, or (iii) modify the Services in a manner so they become non-infringing. Notwithstanding anything to the contrary herein, Matrix shall not be liable for (A) any infringement claim based on Customer's specifications, modification of or unauthorized use of a Service; or (B) any personal injury (including death) or damage to property resulting from Customer or Customer's personnel's acts or omissions. THIS SECTION 9.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND MATRIX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9.2 **Customer Indemnity.** Customer will indemnify, hold harmless and defend Matrix, its affiliates and their respective stockholders, partners, members, directors, officers, employees, agents and representatives, from and against any Losses brought by any third party on account of bodily injuries, death, or damage to property that results from the gross negligence, willful misconduct or other acts or omissions of Customer, or its directors, officers, employees, agents, subcontractors or suppliers, or their respective directors, officers, employees or agents.

9.3 **Procedures.** A Party (the "**Indemnifying Party**") will not be obligated to indemnify, hold harmless and defend the other Party (the "**Indemnified Party**") under this Section 9 unless (and only to the extent) the Indemnified Party (a) provides prompt notice of the commencement of the claim, suit or proceeding for which indemnification is sought (provided that the excuse to indemnification shall only be the extent that the Indemnifying Party was actually prejudiced by such failure to promptly notify), (b) provides reasonable cooperation to the Indemnified Party, and (c) allows the Indemnified Party to control the defense and settlement; *provided, however*, that (i) the Indemnifying Party may, at its option and expense, participate in the defense of such claim, suit or proceeding and (ii) neither Party may settle a claim, suit or proceeding without approval of the other Party, which approval will not be unreasonably withheld or delayed.

10. LIMITATION OF LIABILITY

10.1 Disclaimer of Damages. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), WILL MATRIX BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR LOST OR CORRUPTED DATA ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE AND DELIVERY OF THE PRODUCTS OR THE SERVICES UNDER THIS AGREEMENT OR ANY PURCHASE ORDER OR SOW.

10.2 Liability Cap. IN NO EVENT WILL MATRIX'S TOTAL LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EVER EXCEED THE FEES CUSTOMER PAID FOR THE APPLICABLE PRODUCTS OR SERVICES IN THE SIX (6) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, MISREPRESENTATION AND/OR OTHER TORTS. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THESE LIMITS.

10.3 Acknowledgements. The allocations of liability in this Section 10 represents the agreed, bargained-for understanding of the Parties and Matrix's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the Parties to apply regardless of the form of lawsuit or claim a Party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

11. INSURANCE

11.1 Matrix agrees to maintain the following insurance during the term of this Agreement:

- (a) Worker's compensation insurance as required by law;
- (b) Employers' liability insurance for a minimum of \$500,000.00 per occurrence;
- (c) Automobile liability insurance for owned, non-owned and hired vehicles for a minimum limit of \$1,000,000.00 combined single limit per occurrence; and
- (d) Comprehensive general liability insurance, with a combined single limit of liability of \$2,000,000.00 for bodily injury and property damage for each occurrence.

12. ASSIGNMENT

12.1 Customer may not assign this Agreement without Matrix's prior written authorization, which shall not be unreasonably withheld. For purposes of this Agreement, a change in control of Customer, whether by merger, transfer of voting interest, sale of assets, or otherwise, shall be deemed an assignment subject to this Section. Any delegation or assignment in violation of the foregoing provisions shall be void and of no effect and deemed a material breach of this Agreement. This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

13. CONFIDENTIALITY

13.1 Protection of Confidential Information. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Each Party recognizes the importance of the other's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to its respective businesses and that neither Party would enter into this Agreement without assurance that the other Party will take appropriate steps designed to preserve the confidentiality of such information and the value thereof as provided in this Section 13 and elsewhere in this Agreement. The terms of this Section 13 are and will remain subject to the disclaimers in Section 8.3. Accordingly, each Party agrees (a) to treat as confidential and use measures that are reasonable, and at least as protective as those it uses to safeguard the confidentiality of its own Confidential Information (but in no event less than reasonable care), to preserve the confidentiality of any and all Confidential Information that it obtains from the other Party, (b) to use or, subject to the disclaimers in Section 8.3, disclose such Confidential Information solely as permitted under this Agreement (including, without limitation, Section 13.3 below); and (c) to only disclose

the other Party's Confidential Information or provide access to the same to its responsible employees and agents who reasonably need to know or access such information in connection with the fulfillment of its obligations (including in providing the Services) or exercising rights hereunder and to only make copies of Confidential Information to the extent permitted or contemplated under or pursuant to this Agreement.

13.2 Exceptions. Notwithstanding the restrictions in Section 13.1, neither Party will have any restriction on use or disclosure of Confidential Information which (a) is now or subsequently enters the public domain through means other than disclosure by a Party hereto in breach of the terms of this Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by such Party without any use of or reliance upon any Confidential Information of the other Party; or (d) is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party free of any obligation of confidence to the other Party.

13.3 Required Disclosures. If the receiving Party is required to disclose Confidential Information by law, by court order or by order of any governmental entity or administrative tribunal having jurisdiction over the receiving Party, then the receiving Party must, to the extent legally permitted, notify the disclosing Party of any such requirement prior to disclosure in order to afford the disclosing Party an opportunity to seek a protective order to prevent or limit disclosure, and the receiving Party will reasonably cooperate with the disclosing Party's efforts to obtain such protective order.

13.4 Injunctive Relief. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

14. DISPUTE RESOLUTION

14.1 The Parties will attempt, through good faith consultations, to resolve any disputes concerning the interpretation of this Agreement or a Party's performance of its obligations, including resolution of disputed invoices, within thirty (30) days of notification by the affected Party. During the 30-day good faith consultation period, the dispute may be escalated through progressively senior management levels in an attempt to resolve the dispute. If the Parties fail to resolve a dispute, either Party may pursue whatever remedies it believes it has under this Agreement and in equity and law.

15. FORCE MAJEURE

15.1 Except for a Party's obligation to pay Fees that are due, neither Party will be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault, including but not limited to acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, natural disasters, pandemics, epidemics, labor strikes (other than those involving the Party's employees), computer attacks or malicious acts, such as attacks on or through the internet, or failures of service of any telecommunications or Internet services providers (a "*Force Majeure Event*"). The Party affected by the Force Majeure Event will (a) use reasonable efforts after the start of the Force Majeure Event to notify the other Party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement; and (b) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure Event.

16. AMENDMENT AND WAIVER

16.1 Neither this Agreement nor any Purchase Order or SOW may be modified or amended except by, in the case of this Agreement, a writing signed by both Parties which explicitly states that it is an amendment with specific reference to this Section and the Agreement section which it is amending, and in the case of a Purchase Order or SOW, a Change Order. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver

shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

17. NONSOLICITATION

17.1 During the term of the Agreement and for a period of twelve (12) months after the expiration or termination of the Agreement, Customer shall not, and shall not authorize or permit any other person or entity to, directly or indirectly, knowingly solicit or attempt to solicit, hire or engage any person who is an employee, independent contractor, representative or agent of Matrix or its affiliates and who provided Services hereunder.

18. GOVERNING LAW

18.1 This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without regard to any law or statutory provision which would require or permit the application of another jurisdiction's substantive law. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts located in Minneapolis, Minnesota. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER.

19. NOTICES

19.1 Wherever one Party is required or permitted to give notice to the other pursuant to this Agreement, such notice will be deemed given when: (a) delivered in hand; (b) mailed by registered or certified mail, return receipt requested, postage prepaid; or (c) sent by a third party courier service, and addressed to the Party as set forth on the signature page hereof or to such other address as a Party may designate in writing and in accordance with this Section.

20. SEVERABILITY

20.1 In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the Parties with respect thereto and the remainder of this Agreement shall continue in full force and effect; *provided, however*, that if the severing and striking of such provision results in a material alteration of this Agreement not able to be appropriately addressed through a replacement provision as contemplated above, the remaining provisions of this Agreement shall be adjusted equitably so that no Party benefits disproportionately.

21. ENTIRE AGREEMENT

21.1 This Agreement, together with all Purchase Orders and SOWs, constitutes the entire agreement between the Parties regarding its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. In the event of a conflict between the body of this Agreement and any Purchase Order or SOW, the Agreement shall govern unless the Purchase Order or SOW explicitly states that it is superseding this Agreement with specific reference to this Section and the Agreement section which it is superseding.

22. RELATIONSHIP OF PARTIES

22.1 The Parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf.

23. COUNTERPARTS

23.1 This Agreement and any Purchase Order or SOW may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering in the presence of the other Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Master Purchase and Services Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

CUSTOMER

MATRIX COMMUNICATIONS, INC.

Signature

Signature

Printed Name

Jason Cardwell

Printed Name

Title

Account Executive

Title

Date

8/8/23

Date

Address: Redwood County
403 South Mill Street
Redwood Falls, MN 56283

Address: Matrix Communications, Inc.
Attn: Vice President Sales/General Manager
171 Cheshire Lane, Suite 700
Plymouth, Minnesota 55441

**REDWOOD COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 5th day of September , 2023 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 250 S Jefferson Street, Redwood, Minnesota 56283, and Matrix Communications Inc (the “Consultant”), 171 Cheshire Lane Suite 700, Plymouth MN 55441.

WHEREAS, the County is in need of Master Purchase and Services Agreement (the “Project”); and

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

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

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

AGREEMENT

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

2.2 **Personnel.** All work the Consultant is to perform shall be performed by competent and qualified personnel. Matrix Communications Inc 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 \$ (unknown at this time, this is for future purchase and services) (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:

Matrix Communications Inc
171 Cheshire Lane, Suite 700
Plymouth, MN 55441

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

MATRIX COMMUNICATIONS INC

By: _____

By: _____

Print Name

Print Name

Title

Title

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Redwood County Attorney

Date: _____

EXHIBIT A

Master Purchase and Services Agreement

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:

Customer Name: Redwood County MN 403 South Mill Street Redwood Falls MN 56283

Matrix Communications, Inc. Billing Address: 171 Cheshire Lane, Suite 700 City, State, Zip Code: Plymouth, MN 55441

Master Purchase and Services Agreement Customer Name: Matrix Communications, Inc. Billing Address: 171 Cheshire Lane, Suite 700 City, State, Zip Code: Plymouth, MN 55441 This Master Purchase and Services Agreement, effective as of the date of the last signature on the signature page below (the "Effective Date"), is between Matrix Communications, Inc. ("Matrix") and the customer listed above ("Customer"). Matrix and Customer are each hereinafter referred to individually as a "Party" or collectively as "Parties."

1. DEFINITIONS 1.1 The following terms used in this Agreement have the meanings specified or referred to in this Section 1.1:

(a) "Change Order" means a written agreement, substantially in the form of Annex B attached hereto, signed by the Parties' authorized representatives, to modify the Products, Services or other aspects of the delivery of the Products or Services set forth in a Purchase Order or SOW.

(b) "Confidential Information" means, with respect to a Party, all non-public, confidential and proprietary information that is furnished or disclosed to the other Party pursuant to this Agreement that

(i) the disclosing Party identifies in writing as confidential, or

(ii) from all the relevant circumstances should reasonably be understood to be confidential, proprietary and generally not available to the public, regardless of the form, format, media or mode of disclosure (written, visual, electronic or other). Confidential Information of Matrix includes, but is not limited to, the terms of this Agreement.

(c) "Fees" means the amounts payable by Customer to Matrix for the purchase of Products or Services, exclusive of taxes, as specified in a Purchase Order and/or SOW.

(d) "Products" means the network hardware, software, structured cable and its components, security devices and/or other items identified on a Purchase Order that Customer is purchasing from Matrix pursuant to the terms and conditions of this Agreement.

(e) "Purchase Order" means a written order to purchase Products, issued and signed by Customer.

(f) "Services" means the project management, design, consulting, engineering and/or other professional services identified on one or more SOWs that are being provided by Matrix to Customer pursuant to the terms and conditions of this Agreement.

(g) "Software" means any computer program included within the Products or which constitutes a part of any Product, whether on magnetic tape, disk, semiconductor device or other memory device, including without limitation product memory including hardwired logic instructions, microcode and documentation used to describe, maintain and use the programs.

(h) "SOW" means a mutually agreed upon written statement of work referencing this Agreement, a form of which is attached hereto as Annex A, that is signed by the Parties' authorized representatives, and which authorizes and specifies the Fees, technical specifications and performance requirements for Matrix to provide and deliver the Services, as may be modified from time to time by way of a Change Order. For the avoidance of doubt, no SOW will be valid and effective until signed by Matrix.

2. PURCHASE OF PRODUCTS

2.1 Purchase Orders. From time to time, Customer may submit a Purchase Order to Matrix to purchase Products identified on such Purchase Order. Each Purchase Order must reference this Agreement. Matrix, in its sole discretion, reserves the right to accept or reject any Purchase Order. Matrix will not be deemed to have accepted a Purchase Order unless it accepts such Purchase Order in writing. For the avoidance of doubt, no Purchase Order will be valid and effective until accepted in writing by Matrix. Each Purchase Order accepted by Matrix will be made a part of and governed by the terms and conditions set forth in this Agreement. To the extent of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement will prevail.

2.2 Title; Risk of Loss; Security Interest. Title to the Products passes to Customer on the date the Fees for such Products are paid in full. Risk of loss to the Products shall pass to Customer on the date of delivery of the Products (whether by Matrix or a Product distributor or manufacturer) to Customer's premises. Matrix retains, and Customer hereby grants to Matrix, a purchase money security interest in the Products to secure payment of the Fees for such Products until such Fees are paid in full. Matrix shall have all rights and remedies available to a secured party under the Uniform Commercial Code ("UCC") in the event of Customer's default in this Agreement. Customer agrees to execute any UCC financing statements or other documents reasonably necessary to permit Matrix to perfect its security interest.

2.3 Software. For all Software provided by Matrix under this Agreement, Customer shall be bound by the terms and provisions of the third party provider ("Licensor") of such Software's software license agreement ("Software License"). The terms and provisions of each Software License govern the use and limitations of the Software including, but not limited to, registration, use, copying, limitations on resale and distribution, prohibitions against reverse engineering and tampering with or otherwise infringing or

misappropriating the Licensor's rights. The Software Licenses are available from time to time in shrink-wrapped form as part of physical media shipped from the Licensor (or as otherwise supplied with the Software licensed hereunder) or upon request from Matrix.

2.4 Product Changes. Matrix reserves the right to change, improve or add any new Products or discontinue any Product at any time; provided, however, that accepted Purchase Orders are not subject to change without a Change Order.

3. PURCHASE OF SERVICES

3.1 SOWs. From time to time, the Parties may enter into one or more SOWs describing the Services to be performed by Matrix for Customer. Upon signature by the Parties, each SOW will be made a part of and governed by the terms and conditions set forth in this Agreement. To the extent of any conflict between the terms of an SOW and the terms of this Agreement, the terms of this Agreement will prevail.

3.2 Change Orders. Either Party may request a modification of the Services to be provided under an individual SOW by submitting to the other Party a request for a Change Order. Upon execution of the Change Order by both Parties, the obligations of Matrix under the applicable SOW will be as modified by the Change Order. Change Orders must be executed by both Parties to be effective and Matrix will not provide Services outside the scope of any SOW unless and until the performance of such Services outside of the scope of the SOW has been authorized by both Parties through a Change Order.

3.3 Specifications. Matrix will provide the Services in accordance with any requirements, specifications and/or schedule set forth in an SOW (the Redwood County 403 South Mill Street Redwood Falls, MN 56283 74903395v4 Page 2 of 6 "Specifications"). Except as otherwise expressly provided in an SOW, Matrix will be responsible for providing the personnel, equipment, hardware, Software, technical knowledge and other resources necessary to provide the Services.

3.4 Subcontracting. Matrix may delegate to affiliates or subcontractors such duties and Services under this Agreement and any Purchase Order or SOW as Matrix deems necessary or convenient.

3.5 Customer Assistance. Although Matrix is responsible for providing the Services, in order to facilitate the performance of the Services, Customer shall make available in a timely manner, at no charge to Matrix, such contributions as shall be identified in the applicable SOW and all facilities, programs, files, equipment, documentation, test data, sample output, or other information and resources reasonably required by Matrix for the performance of the Services. Matrix shall not be liable for any damages related to delays caused by Customer's failure to fulfill the foregoing obligations.

4. INSPECTION AND ACCEPTANCE

4.1 Products. All Products will be subject to inspection and testing by Customer to the extent practical. Customer may conduct acceptance testing to establish conformance to any specifications set forth in a Purchase Order when a Product is delivered to Customer. If any Product fails such acceptance tests, Customer must provide Matrix with a written notice of defect which will describe in reasonable detail

how the Product failed to conform to any specifications. If such Product does not conform to the specifications, Customer's sole remedy for such failure shall be as provided for under Section 8.2 below. Acceptance will be deemed to have occurred if Customer

- (a) confirms in writing its acceptance of the Product(s), or
- (b) does not provide notice of non-compliance within ten (10) days following the date of Product delivery (or if such Product is to be installed by Matrix, installation) (such date of acceptance, the "Product Acceptance Date").

4.2 Services.

(a) Matrix will present Customer with a certificate of completion in the form attached hereto as Annex C (the "Completion Certificate") upon the completion of the performance and delivery of all Services described in the applicable SOW. Customer may review, analyze and test any Service or any performance and delivery thereof to confirm that such Service or the performance and delivery thereof meets the Specifications set forth in this Agreement or the applicable SOW.

(b) If Customer is satisfied with the applicable Services and the performance and delivery thereof and finds that such Services and the performance and delivery thereof meets the applicable Specifications, Customer will execute the Completion Certificate acknowledging its acceptance of such Services and will return the Completion Certificate to Matrix within ten (10) days from the date of Customer's receipt of such Completion Certificate.

(c) If Customer is unsatisfied with the applicable Services and the performance and delivery thereof and finds that such Services and the performance and delivery thereof fail to meet the applicable Specifications (each such failure, a "Deficiency"), Customer will notify Matrix in writing of such Deficiency (a "Deficiency Notice") within ten (10) days from the date of Customer's receipt of such Completion Certificate. Matrix, at its own expense, will modify or re-perform such Service to bring the Deficiency into conformance with the applicable Specifications within twenty (20) days after receipt of such Deficiency Notice. Customer may perform additional review, analysis and acceptance tests following the modification, re-performance and re-delivery of a Service.

(d) If the modification, re-performance and re-delivery of the Service fails to meet the Specifications set forth in this Agreement or the applicable SOW, or a Service is rejected again for non-compliance with such requirements, Customer may in its reasonable sole discretion (without prejudice to any other remedies available) reject the Service and terminate the applicable SOW. Upon Matrix's completion of the modification, reperformance and re-delivery of such Service, Matrix will re-present the Completion Certificate for Customer's execution.

(e) In the event Matrix does not receive a Completion Certificate executed by Customer or a Deficiency Notice from Customer within ten (10) days of Customer's receipt of a Completion Certificate, Customer's acceptance of the applicable Services and the performance and delivery

thereof and the execution of the Completion Certificate will automatically and without any further action of the Parties be deemed to have occurred (such date of acceptance, the "Services Acceptance Date").

5. TERM AND TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date and will remain in force until terminated pursuant to Section 5.2 or Section 5.3.

5.2 Termination for Convenience. If no SOWs are in effect hereunder and no accepted Purchase Orders are unfulfilled, either Party may terminate this Agreement for convenience upon giving the other Party thirty (30) days' prior written notice.

5.3 Termination for Material Breach. Either Party may terminate this Agreement, any SOW or any Purchase Order immediately upon written notice to the other Party under any of the following circumstances, each of which will constitute a material breach of this Agreement:

(a) the other Party defaults on any of its material obligations under this Agreement, any SOW or any Purchase Order, and such default is not cured within thirty (30) days after written notice is received by the defaulting Party specifying, in reasonable detail, the nature of the default;

(b) the other Party becomes unable to pay its debts as they become due; or

(c) the other Party becomes the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless, in the case of an involuntary proceeding, such proceeding is dismissed or withdrawn within thirty (30) days of the date such proceeding is initiated. Any termination under this Section 5.3 will not serve to limit any other remedies to which a Party may otherwise be entitled to under this Agreement or at law or equity.

5.4 Consequences of Termination; Survival. Upon any termination or expiration of this Agreement or a Purchase Order or SOW, Customer shall pay Matrix all Fees for Products delivered and/or Services performed up to the effective date of termination under such Purchase Order or SOW. The following Sections shall survive any termination or expiration of this Agreement: Sections 5.4, 6, 8.3, 9, 10 and 12 through 23.

6. PAYMENT TERMS

6.1 Payment Schedule. Matrix will invoice Customer for Products and/or Services in accordance with the schedule set forth in the applicable Purchase Order(s) or SOWs. If not specified therein, Matrix may invoice Customer for Products and/or Services in accordance with the following schedule:

(a) twenty percent (20%) of the Fees may be invoiced upon acceptance of the applicable Purchase Order or execution by the Parties of the applicable SOW, as applicable;

(b) seventy percent (70%) of the Fees may be invoiced upon delivery of the Products (whether by Matrix or a Product distributor or manufacturer) to Customer's premises or commencement of the Services; and

(c) ten percent (10%) of the Fees may be invoiced on the Product Acceptance Date or substantial completion of the Services, as applicable.

6.2 Other Payment Terms. Unless otherwise indicated in the applicable Purchase Order or SOW, all Fees payable under this Agreement shall be paid in United States Dollars (USD). All invoices shall be paid within thirty (30) days from the date of the invoice. Matrix reserves the right to assess interest on any past due undisputed amounts owed at a rate of one percent (1%) per month or, if less, the highest rate permitted by applicable law. If undisputed amounts remain past due for more than fifteen (15) days, in addition to the right to assess late interest, Matrix may, at its sole discretion, stop providing Products and/or Services until such past due amounts have been paid and/or provide Customer with notice of material breach under Section 5.3.

6.3 Taxes. Customer will, in addition to all other amounts payable to Matrix under this Agreement, remit directly to the appropriate tax authorities, or pay to or reimburse Matrix, as applicable, all applicable taxes, assessments, duties, permits, fees and other charges of any nature or kind ("Taxes"), however designated, assessed or levied, including, but not limited to sales and use taxes, value added taxes, personal property taxes, and withholding taxes, but not including taxes based on the net income of Matrix. Such amounts shall also include without limitation any penalties, interest, fees or other expenses, if any, incurred as the result of any such Taxes not 74903395v4 Page 3 of 6 being paid at the time or in the manner required by the law that are the result of Customer's action or inaction. If Customer is exempt from sales tax, uses the Product or Services provided hereunder in an exempt manner or otherwise deems itself not subject to sales tax, then Customer must provide a valid and executed exemption certificate to Matrix. Failure to provide such exemption certificate, for whatever reason, will result in tax being charged to Customer, if applicable.

6.4 Expenses. As set forth in each SOW, Customer shall reimburse Matrix for necessary and reasonable expenses of travel, lodging, daily meals and other necessary and reasonable expenses incurred by Matrix in the performance of the Services.

7. INTELLECTUAL PROPERTY

7.1 Customer acknowledges and agrees that any and all intellectual property authored, prepared, created, made, delivered, conceived, altered, modified or reduced to practice by Matrix, prior to, independently of, and/or in the course of providing the Services, including all intellectual property rights related thereto (collectively, "Work Product") is the sole and exclusive property of Matrix. To the extent any concepts, ideas, or other Customer prepared materials are based on or derivative to Matrix's Work Product, Customer hereby irrevocably assigns any and all right, title and interest in and to such derivative materials to Matrix. In the event that Matrix consents to provide Customer with a Customer-specified deliverable which is to be owned by Customer (each a "Deliverable"), such Deliverable must be expressly specified in the applicable SOW and expressly named as a "Deliverable" under the applicable SOW. Upon acceptance of the Deliverable and payment in full for all Fees due for the Deliverable, Matrix hereby assigns and transfers to Customer all right, title and interest in such accepted and fully paid for

Deliverable. For the avoidance of doubt, unless expressly identified as a Deliverable in an SOW, the Work Product developed by Matrix under this Agreement will not be deemed “work made for hire” as defined in 17 U.S.C. § 101 and will be the sole and exclusive property of Matrix.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each Party represents and warrants to the other Party that:

(a) it has the right, power and authority to enter into this Agreement and all Purchase Orders and SOWs;

(b) the execution of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is bound;

(c) the person executing this Agreement on such Party’s behalf is authorized to do so; and

(d) each Party agrees to comply with applicable law in connection with this Agreement. 8.2 Services and Products. For a period of one (1) year, commencing at the earlier of substantial completion of the Services, or first beneficial use of the Services (the “Warranty Period”), Matrix warrants that:

(a) the Services performed under the applicable SOW will be of good quality;

(b) all Products will be new unless otherwise required or permitted by this Agreement or the applicable SOW;

(c) the Services will be free from defects not inherent in the quality required or permitted; and

(d) the Services will conform in all material respects to the Specifications set forth in the applicable SOW. The Customer’s sole remedy for any breach of this warranty is that Matrix shall remove, replace and/or repair at its own expense any defective or improper Services, provided the Customer notifies Matrix in writing of any defect within the Warranty Period. Any Products installed by Matrix in the course of performing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Matrix hereby assigns to Customer without recourse to Matrix. Upon request of Customer, Matrix will use commercially reasonable efforts to assist Customer in enforcing any such third party warranties. In purchasing the Products, Customer is relying on the manufacturer’s warranties only, and is not relying on any statements or specifications representing the Products that may be provided by Matrix. This warranty excludes remedy for damage or defect caused by abuse or modifications not executed by Matrix, improper or insufficient maintenance, improper operation, and normal wear and tear under normal usage. 8.3 Disclaimer. Unless expressly stated otherwise in the applicable SOW, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, MATRIX DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-

INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE PRODUCTS OR SERVICES. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT OR THE APPLICABLE SOW, MATRIX NEITHER WARRANTS THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, NOR DOES MATRIX MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE PRODUCTS OR SERVICES. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to Customer.

9. INDEMNIFICATION

9.1 Matrix Indemnity. Matrix will indemnify, hold harmless and defend Customer and its stockholders, partners, members, directors, officers, employees, agents and representatives, from and against any liability, claims, demands, penalties, fines, lawsuits, judgments, losses and expenses, including reasonable attorneys' fees and court costs (collectively, "Losses"), brought by any third party

(a) on account of bodily injuries, death, or damage to property that results from the gross negligence or willful misconduct of Matrix, or its directors, officers, employees, agents, subcontractors or suppliers, or their respective directors, officers, employees or agents, and

(b) based on a claim that the Services, or any part thereof, constitutes an infringement or misappropriation of any patent, copyright, trade secret or other intellectual proprietary right of such third party. In case the Services, or any part thereof, are, in such suit or proceeding, held to constitute infringement of any patent, copyright, or other intellectual proprietary right of any third party, Matrix will, at its own expense and at its option, either:

(i) procure for Customer the right to continue using the Services,

(ii) replace the same with a non-infringing Services which conform to the Specifications, or

(iii) modify the Services in a manner so they become non-infringing. Notwithstanding anything to the contrary herein, Matrix shall not be liable for

(A) any infringement claim based on Customer's specifications, modification of or unauthorized use of a Service; or

(B) any personal injury (including death) or damage to property resulting from Customer or Customer's personnel's acts or omissions. THIS SECTION 9.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND MATRIX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9.2 Customer Indemnity. Customer will indemnify, hold harmless and defend Matrix, its affiliates and their respective stockholders, partners, members, directors, officers, employees, agents and

representatives, from and against any Losses brought by any third party on account of bodily injuries, death, or damage to property that results from the gross negligence, willful misconduct or other acts or omissions of Customer, or its directors, officers, employees, agents, subcontractors or suppliers, or their respective directors, officers, employees or agents.

9.3 Procedures. A Party (the "Indemnifying Party") will not be obligated to indemnify, hold harmless and defend the other Party (the "Indemnified Party") under this Section 9 unless (and only to the extent) the Indemnified Party

(a) provides prompt notice of the commencement of the claim, suit or proceeding for which indemnification is sought (provided that the excuse to indemnification shall only be the extent that the Indemnifying Party was actually prejudiced by such failure to promptly notify),

(b) provides reasonable cooperation to the Indemnified Party, and

(c) allows the Indemnified Party to control the defense and settlement; provided, however, that

(i) the Indemnifying Party may, at its option and expense, participate in the defense of such claim, suit or proceeding and

(ii) neither Party may settle a claim, suit or proceeding without approval of the other Party, which approval will not be unreasonably withheld or delayed.

10. LIMITATION OF LIABILITY 74903395v4 Page 4 of 6

10.1 Disclaimer of Damages. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), WILL MATRIX BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR LOST OR CORRUPTED DATA ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE AND DELIVERY OF THE PRODUCTS OR THE SERVICES UNDER THIS AGREEMENT OR ANY PURCHASE ORDER OR SOW. 10.2 Liability Cap. IN NO EVENT WILL MATRIX'S TOTAL LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EVER EXCEED THE FEES CUSTOMER PAID FOR THE APPLICABLE PRODUCTS OR SERVICES IN THE SIX (6) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, MISREPRESENTATION AND/OR OTHER TORTS. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THESE LIMITS. 10.3 Acknowledgements. The allocations of liability in this Section 10 represents the agreed, bargained-for understanding of the Parties and Matrix's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the Parties to apply regardless of the form of lawsuit or claim a Party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

11. INSURANCE

11.1 Matrix agrees to maintain the following insurance during the term of this Agreement:

- (a) Worker's compensation insurance as required by law;
- (b) Employers' liability insurance for a minimum of \$500,000.00 per occurrence;
- (c) Automobile liability insurance for owned, non-owned and hired vehicles for a minimum limit of \$1,000,000.00 combined single limit per occurrence; and
- (d) Comprehensive general liability insurance, with a combined single limit of liability of \$2,000,000.00 for bodily injury and property damage for each occurrence.

12. ASSIGNMENT

12.1 Customer may not assign this Agreement without Matrix's prior written authorization, which shall not be unreasonably withheld. For purposes of this Agreement, a change in control of Customer, whether by merger, transfer of voting interest, sale of assets, or otherwise, shall be deemed an assignment subject to this Section. Any delegation or assignment in violation of the foregoing provisions shall be void and of no effect and deemed a material breach of this Agreement. This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

13. CONFIDENTIALITY

13.1 Protection of Confidential Information. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Each Party recognizes the importance of the other's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to its respective businesses and that neither Party would enter into this Agreement without assurance that the other Party will take appropriate steps designed to preserve the confidentiality of such information and the value thereof as provided in this Section 13 and elsewhere in this Agreement. The terms of this Section 13 are and will remain subject to the disclaimers in Section 8.3. Accordingly, each Party agrees

- (a) to treat as confidential and use measures that are reasonable, and at least as protective as those it uses to safeguard the confidentiality of its own Confidential Information (but in no event less than reasonable care), to preserve the confidentiality of any and all Confidential Information that it obtains from the other Party,
- (b) to use or, subject to the disclaimers in Section 8.3, disclose such Confidential Information solely as permitted under this Agreement (including, without limitation, Section 13.3 below); and
- (c) to only disclose the other Party's Confidential Information or provide access to the same to its responsible employees and agents who reasonably need to know or access such information in connection with the fulfillment of its obligations (including in providing the Services) or exercising rights hereunder and to only make copies of Confidential Information to the extent permitted or contemplated under or pursuant to this Agreement.

13.2 Exceptions. Notwithstanding the restrictions in Section 13.1, neither Party will have any restriction on use or disclosure of Confidential Information which

(a) is now or subsequently enters the public domain through means other than disclosure by a Party hereto in breach of the terms of this Agreement;

(b) is lawfully obtained from a third party without an obligation of confidentiality;

(c) is independently developed by such Party without any use of or reliance upon any Confidential Information of the other Party; or

(d) is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party free of any obligation of confidence to the other Party.

13.3 Required Disclosures. If the receiving Party is required to disclose Confidential Information by law, by court order or by order of any governmental entity or administrative tribunal having jurisdiction over the receiving Party, then the receiving Party must, to the extent legally permitted, notify the disclosing Party of any such requirement prior to disclosure in order to afford the disclosing Party an opportunity to seek a protective order to prevent or limit disclosure, and the receiving Party will reasonably cooperate with the disclosing Party's efforts to obtain such protective order.

13.4 Injunctive Relief. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

14. DISPUTE RESOLUTION

14.1 The Parties will attempt, through good faith consultations, to resolve any disputes concerning the interpretation of this Agreement or a Party's performance of its obligations, including resolution of disputed invoices, within thirty (30) days of notification by the affected Party. During the 30- day good faith consultation period, the dispute may be escalated through progressively senior management levels in an attempt to resolve the dispute. If the Parties fail to resolve a dispute, either Party may pursue whatever remedies it believes it has under this Agreement and in equity and law.

15. FORCE MAJEURE

15.1 Except for a Party's obligation to pay Fees that are due, neither Party will be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault, including but not limited to acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, natural disasters, pandemics, epidemics, labor strikes (other than those involving the Party's employees), computer attacks or malicious acts, such as attacks on or through the internet, or failures of service of any telecommunications or Internet services providers (a "Force Majeure Event"), The Party affected by the Force Majeure Event will

(a) use reasonable efforts after the start of the Force Majeure Event to notify the other Party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement; and

(b) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure Event.

16. AMENDMENT AND WAIVER

16.1 Neither this Agreement nor any Purchase Order or SOW may be modified or amended except by, in the case of this Agreement, a writing signed by both Parties which explicitly states that it is an amendment with specific reference to this Section and the Agreement section which it is amending, and in the case of a Purchase Order or SOW, a Change Order. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver 74903395v4 Page 5 of 6 shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

17. NONSOLICITATION

17.1 During the term of the Agreement and for a period of twelve (12) months after the expiration or termination of the Agreement, Customer shall not, and shall not authorize or permit any other person or entity to, directly or indirectly, knowingly solicit or attempt to solicit, hire or engage any person who is an employee, independent contractor, representative or agent of Matrix or its affiliates and who provided Services hereunder.

18. GOVERNING LAW

18.1 This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without regard to any law or statutory provision which would require or permit the application of another jurisdiction's substantive law. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts located in Minneapolis, Minnesota. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER.

19. NOTICES

19.1 Wherever one Party is required or permitted to give notice to the other pursuant to this Agreement, such notice will be deemed given when:

(a) delivered in hand;

(b) mailed by registered or certified mail, return receipt requested, postage prepaid; or

(c) sent by a third party courier service, and addressed to the Party as set forth on the signature page hereof or to such other address as a Party may designate in writing and in accordance with this Section.

20. SEVERABILITY

20.1 In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the Parties with respect thereto and the remainder of this Agreement shall continue in full force and effect; provided, however, that if the severing and striking of such provision results in a material alteration of this Agreement not able to be appropriately addressed through a replacement provision as contemplated above, the remaining provisions of this Agreement shall be adjusted equitably so that no Party benefits disproportionately.

21. ENTIRE AGREEMENT

21.1 This Agreement, together with all Purchase Orders and SOWs, constitutes the entire agreement between the Parties regarding its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. In the event of a conflict between the body of this Agreement and any Purchase Order or SOW, the Agreement shall govern unless the Purchase Order or SOW explicitly states that it is superseding this Agreement with specific reference to this Section and the Agreement section which it is superseding.

22. RELATIONSHIP OF PARTIES

22.1 The Parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf.

23. COUNTERPARTS

23.1 This Agreement and any Purchase Order or SOW may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering in the presence of the other Party. [SIGNATURE PAGE FOLLOWS] 74903395v4 Page 6 of 6 IN WITNESS WHEREOF, the Parties have caused this Master Purchase and Services Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

CUSTOMER Redwood County MN

Signature

Printed Name

Title Date

Address:

MATRIX COMMUNICATIONS, INC.

Signature

Printed Name

Title

Date

Address: 171 Cheshire Lane, Suite 700 Plymouth, Minnesota 55441

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 remain in force until terminated pursuant to Section 5.2 or Section 5.3.

EXHIBIT C

COMPENSATION

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

EXHIBIT D

INSURANCE REQUIREMENTS

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

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
 - a. General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). County **must be named as additional insured**. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. County must also be named as additional insured on the excess or umbrella policy.
 - b. Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). County **must be named as additional insured**. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. County must also be named as additional insured on the excess or umbrella policy.
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and Consultant elects not to purchase workers' compensation coverage, Consultant shall provide County with a written waiver of workers' compensation coverage in a form acceptable to County. Consultant agrees that under no circumstances shall County be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. Minimum Limits of Insurance: Consultant shall maintain **NO LESS THAN** the following limits of insurance:
 - a. General Liability Insurance, and if necessary, Umbrella Liability:
 - \$1,500,000 per occurrence
 - \$3,000,000 annual aggregate
 - \$3,000,000 products and completed operations aggregate
 - b. Business Automobile Liability and if necessary, Umbrella Liability:

- \$1,500,000 per occurrence
 - \$3,000,000 aggregate
- c. Worker's Compensation:
- as required by the State of Minnesota
- d. Employer's liability coverage with minimum limits of:
- Bodily injury by accident: \$500,000 each employee
 - Bodily injury by accident: \$1,500,000 each incident
 - Bodily injury by disease: \$500,000 each employee
 - Bodily injury by disease: \$1,500,000 policy limit
- f. Professional/Technical Liability or Errors and Omissions:
- \$2,000,000 per occurrence – Errors & Omissions
 - \$2,000,000 per occurrence – Bond (conduct by employee constituting malfeasance, willful neglect of duty or bad faith)
 - \$4,000,000 annual aggregate
3. Deductibles and Self-Insurance:
- a. Any deductibles will be the sole responsibility of Consultant and may not exceed \$50,000 without the written consent of County. Any request for a higher deductible must first be approved by County after Consultant provides County with financial documentation sufficient for County to determine whether Consultant has the financial resources to cover the requested deductible.
4. Additional Insurance Conditions:
- a. Consultant's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by County. County's insurance or self-insurance program shall be excess of Consultant's insurance and shall not contribute to it.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County or its officers, officials, employees or volunteers.
- c. Consultant must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Consultant shall provide County with certificates of insurance and original endorsements showing that Consultant has each type of insurance coverage and limits required under this Agreement. A Certificate of Insurance for each policy must be on file with County within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. If insurance expires during the term of this Agreement a new Certificate of Insurance must be provided to County at least 10 days prior to the expiration date. The new insurance must meet all the same terms as outlined in this Exhibit D. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Consultant. All subcontractors shall provide evidence of similar coverage.



REQUEST FOR BOARD ACTION

Requested Board Date:	09-05-2023	Originating Dept.:	Technology Dept.
Preferred 2nd Date:			
Discussion Item:	Presenter: Paul Parsons		
RSA ID Plus	estimated time needed:	5 Minutes	

Board Action: Yes, action required No, informational only

If Action, Board Motion Requested:

Board to review and approve the purchase of 35 RSA licenses from Morris Electronics at \$4.00 per month per user (35), per year for three years in addition to 10 pack hard tokens. For a total of \$5831.45.

Background Information:

RSA is a dual authentication token, soft token for logging into our Network. For starters, I would like to implement this to our VPN users, then implement this to all County Staff after a testing phase with the VPN users. This will be an extra layer of protection to prevent hackers to log in to our Network with a compromised password.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	September 5, 2023	Originating Dept.:	RCAO
Preferred 2nd Date:	September 19, 2023		
Discussion Item:		Presenter:	Denise Kerkhoff
2023-2024 CVS OJP Grant		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve the 2023-2024 Crime Victim Services OJP Grant in the amount of \$70,000

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 ****



Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services 2024 Grant Contract Agreement No.: A-CVS-2024-RCAO-056
Grantee: Redwood County, Attorney's Office 250 S Jefferson Street PO Box 130 Redwood Falls, Minnesota 56283	Grant Contract Agreement Term: Effective Date: 10/1/2023 Expiration Date: 9/30/2024
Grantee's Authorized Representative: Denise Kerkhoff, Crime Victim Service Coordinator Redwood County, Attorney's Office 250 S Jefferson Street, PO Box 130 Redwood Falls, Minnesota 56283 (507) 637-1399 Denise_k@co.redwood.mn.us State's Authorized Representative: Kelley Brim, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 283-3818 Kelley.brim@state.mn.us	Grant Contract Agreement Amount: Original Agreement \$70,000.00 Matching Requirement \$0.00 Federal Funding: CFDA/ALN: 16.575 FAIN: 15POVC-22-GG-00764-ASSI State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Crime Victim Services 2024 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Crime Victim Services 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CVS-2024-RCAO-056 / 3-90278

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions

I. Special Duties:

\$70,000 for prosecutor based crime victim services in Redwood County.

Crime Victim Services 2024

EXHIBIT A

Organization: Redwood County Attorney's Office

A-CVS-2024-RCAO-058

Budget Summary

Budget			
Budget Category	Federal	State	Match
Personnel			
Crime Victim Services Coordinator-Advocate	\$49,077.60	\$0.00	\$0.00
Total	\$49,077.60	\$0.00	\$0.00
Payroll Taxes & Fringe			
Payroll Taxes & Fringe	\$17,295.02	\$0.00	\$0.00
Total	\$17,295.02	\$0.00	\$0.00
Travel & Training			
Travel & Training	\$1,000.00	\$350.00	\$0.00
Total	\$1,000.00	\$350.00	\$0.00
Office & Program Expenses			
Office & Program Expenses	\$1,127.38	\$650.00	\$0.00
Total	\$1,127.38	\$650.00	\$0.00
Direct Client Assistance			
Direct Client Assistance	\$500.00	\$0.00	\$0.00
Total	\$500.00	\$0.00	\$0.00
Total	\$69,000.00	\$1,000.00	\$0.00

ROAD & BRIDGE AGENDA

September 5, 2023

1. Approve Bills
2. Award Construction Contract 23-4, HSIP 6423 (221)
3. Authorize Signing Contract 23-4, HSIP 6423 (221), pending attorney approval and obtaining signatures from contractor
4. Purchase road grader for 2024

Other Discussion Items:

- Budget Summary



REQUEST FOR BOARD ACTION

Requested Board Date:	9/5/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, County Engineer
Approve August Bills		estimated time needed:	5 mins
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve RCHD August bills

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

IFX
8/30/23 8:03AM
3 ROAD AND BRIDGE

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
			Amount			
1	2940 ARAMARK		191.39			
	03-330-000-0000-6502				SHOP MATERIALS & SUPPLIES	N
	2940 ARAMARK		191.39	1 Transactions		
2	76720 AUTO VALUE OF REDWOOD FALLS					
	03-330-000-0000-6502		585.70		SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6503		17.99		EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503		199.98		EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503		77.99		EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503		41.98		EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503		58.96		EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS		962.60	6 Transactions		
8	7570 BOLTON & MENK INC					
	03-320-000-0000-6291		19,555.00		PROFESSIONAL & TECHNICAL SER	N
	7570 BOLTON & MENK INC		19,555.00	1 Transactions		
10	11941 CHRISTENSEN/BOB					
	03-330-000-0000-6305		50.00		BLDG - REPAIRS & MAINTENANCE	Y
	11941 CHRISTENSEN/BOB		50.00	1 Transactions		
9	11970 CINTAS CORPORATION					
	03-330-000-0000-6502		290.48		SHOP MATERIALS & SUPPLIES	N
	11970 CINTAS CORPORATION		290.48	1 Transactions		
11	18802 DUININCK INC					
	03-310-000-0000-6501		158,142.40		ROAD MAINTENANCE SUPPLIES & M	N
	18802 DUININCK INC		158,142.40	1 Transactions		
12	20730 ECOWATER SYSTEMS OF REDWOOD FALL					
	03-301-000-0000-6401		99.00		OFFICE SUPPLIES	N
	20730 ECOWATER SYSTEMS OF REDWOOD FALL		99.00	1 Transactions		
13	21500 ELECTRIC MOTOR COMPANY					
	03-330-000-0000-6503		165.95		EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6502		687.80		SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6503		274.84		EQUIPMENT REPAIR PARTS & SUPP	N
	21500 ELECTRIC MOTOR COMPANY		1,128.59	3 Transactions		
	22283 ETTERMAN ENTERPRISES INC					

IFX
8/30/23 8:03AM
3 ROAD AND BRIDGE

*** Redwood County ***



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
16	03-330-000-0000-6502		397.19	Brake Cleaner/Fuse Kit/Shop Su		SHOP MATERIALS & SUPPLIES N
22283	ETTERMAN ENTERPRISES INC		397.19	1 Transactions		
	24589 FARMWARD COOPERATIVE					
17	03-330-000-0000-6502		536.25	Diesel Exhaust Fluid	11018822	SHOP MATERIALS & SUPPLIES N
24589	FARMWARD COOPERATIVE		536.25	1 Transactions		
	24594 FASTENAL COMPANY					
18	03-330-000-0000-6503		7.02	3/8" Bolts / 5/16" Washers	99531	EQUIPMENT REPAIR PARTS & SUPP N
24594	FASTENAL COMPANY		7.02	1 Transactions		
	26651 FRONTIER PRECISION, INC					
19	03-320-000-0000-6505		1,336.56	Markers, Metal Locator	280390	ENG. & CONST.MATERIALS & SUPPI N
26651	FRONTIER PRECISION, INC		1,336.56	1 Transactions		
	30400 GRAINGER INC					
20	03-330-000-0000-6502		721.31	Zep Hand Cleaner, Eye Wash Car	9790622865	SHOP MATERIALS & SUPPLIES N
21	03-330-000-0000-6502		790.40	Big Orange E, 5 Gallon	9792175060	SHOP MATERIALS & SUPPLIES N
30400	GRAINGER INC		1,511.71	2 Transactions		
	34134 HOFFMAN FILTER SERVICE LLC					
22	03-330-000-0000-6502		130.00	Used Oil Filters	93466	SHOP MATERIALS & SUPPLIES N
34134	HOFFMAN FILTER SERVICE LLC		130.00	1 Transactions		
	37640 INNOVATIVE SOLUTIONS LLC					
23	03-301-000-0000-6401		166.68	Office Supplies	9993250	OFFICE SUPPLIES N
37640	INNOVATIVE SOLUTIONS LLC		166.68	1 Transactions		
	43095 JOHN DEERE FINANCIAL					
24	03-330-000-0000-6503		411.12	Fittings, Hyd Hose		EQUIPMENT REPAIR PARTS & SUPP N
43095	JOHN DEERE FINANCIAL		411.12	1 Transactions		
	45745 KECK TREE SERVICE					
25	03-310-000-0000-6501		5,200.00	Tree Removal and Cleanup		ROAD MAINTENANCE SUPPLIES & M Y
45745	KECK TREE SERVICE		5,200.00	1 Transactions		
	47700 KLABUNDE ELECTRIC INC					
26	03-330-000-0000-6502		11.60	Beam Clamps	6536	SHOP MATERIALS & SUPPLIES N
47700	KLABUNDE ELECTRIC INC		11.60	1 Transactions		

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3 ROAD AND BRIDGE

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
27	48900 KRIS ENGINEERING INC 03-330-000-0000-6503			935.76	GWX28/Washer	38679	EQUIPMENT REPAIR PARTS & SUPP	N
	48900 KRIS ENGINEERING INC			935.76	1 Transactions			
28	50050 L & S CONSTRUCTION CORP 03-310-000-0000-6501			20,288.85	Gravel Hauling		ROAD MAINTENANCE SUPPLIES & M	N
29	03-320-000-0000-6505			22,074.56	Gravel Hauling		ENG. & CONST.MATERIALS & SUPPI	N
	50050 L & S CONSTRUCTION CORP			42,363.41	2 Transactions			
31	53100 LOCATORS & SUPPLIES INC 03-310-000-0000-6507			329.85	T-Shirts		MISCELLANEOUS EXPENSES	N
	53100 LOCATORS & SUPPLIES INC			329.85	1 Transactions			
30	53227 LOFFLER COMPANIES INC 03-301-000-0000-6310			78.64	Copier Maint	4431037	OFFICE EQUIPMENT REPAIR & MAINT	N
	53227 LOFFLER COMPANIES INC			78.64	1 Transactions			
32	55610 M-R SIGN CO INC 03-310-000-0000-6501			1,395.75	Sign Shop Supplies	220813	ROAD MAINTENANCE SUPPLIES & M	N
33	03-310-000-0000-6501			335.81	T-Intersection Signs	221156	ROAD MAINTENANCE SUPPLIES & M	N
	55610 M-R SIGN CO INC			1,731.56	2 Transactions			
34	56300 MEADOWLAND FARMERS COOP 03-310-000-0000-6501			311.15	Cornerstone Plus, Trimec		ROAD MAINTENANCE SUPPLIES & M	N
35	03-310-000-0000-6501			107.03	Cornerstone Plus, Trimec	37925	ROAD MAINTENANCE SUPPLIES & M	N
36	03-310-000-0000-6501			186.24	Cornerstone Plus, Trimec	37929	ROAD MAINTENANCE SUPPLIES & M	N
	56300 MEADOWLAND FARMERS COOP			604.42	3 Transactions			
37	57284 MILLER SELLNER IMPLEMENT INC 03-330-000-0000-6503			58.35	SS Tip, Screen	57419S	EQUIPMENT REPAIR PARTS & SUPP	N
	57284 MILLER SELLNER IMPLEMENT INC			58.35	1 Transactions			
39	57397 MN DEPT OF TRANSPORTATION 03-320-000-0000-6291			15,286.52	Materials Testing & Inspection		PROFESSIONAL & TECHNICAL SER	N
	57397 MN DEPT OF TRANSPORTATION			15,286.52	1 Transactions			
38	57987 MN WEST COMMUNITY & TECHNICAL COLL 03-301-000-0000-6332			110.00	Luke D DOT Re-Cert.		STAFF DEVELOPMENT	N
	57987 MN WEST COMMUNITY & TECHNICAL COLL			110.00	1 Transactions			

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8/30/23 8:03AM
3 ROAD AND BRIDGE

*** Redwood County ***



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
63540	NORTH CENTRAL INTERNATIONAL INC					
40	03-330-000-0000-6503		187.19	Filters	573533	EQUIPMENT REPAIR PARTS & SUPF N
41	03-330-000-0000-6503		195.00	Alternator	573983	EQUIPMENT REPAIR PARTS & SUPF N
42	03-330-000-0000-6503		535.82	Fan Eng Co	574210	EQUIPMENT REPAIR PARTS & SUPF N
43	03-330-000-0000-6503		190.65	Left Side Upper Fender	574257	EQUIPMENT REPAIR PARTS & SUPF N
44	03-330-000-0000-6503		182.30	AC Condensor	574293	EQUIPMENT REPAIR PARTS & SUPF N
45	03-330-000-0000-6503		600.10	Overflow Tank with Sensor Guag	574310	EQUIPMENT REPAIR PARTS & SUPF N
63540	NORTH CENTRAL INTERNATIONAL INC		1,891.06	6 Transactions		
71300	PITNEY BOWES GLOBAL					
46	03-301-000-0000-6210		164.79	Postage Machine Lease		POSTAGE N
71300	PITNEY BOWES GLOBAL		164.79	1 Transactions		
71900	PLUNKETT'S PEST CONTROL INC					
47	03-330-000-0000-6305		1,443.36	Pest Control - Outshops		BLDG - REPAIRS & MAINTENANCE N
71900	PLUNKETT'S PEST CONTROL INC		1,443.36	1 Transactions		
76350	REDWOOD COUNTY RECORDER					
48	03-320-000-0000-6291		900.00	ROW Searches		PROFESSIONAL & TECHNICAL SER N
76350	REDWOOD COUNTY RECORDER		900.00	1 Transactions		
76758	REDWOOD TIRE SERVICE INC					
49	03-330-000-0000-6306		20.00	Dismount/Mount		MAINTENANCE - EQUIPMENT N
50	03-330-000-0000-6306		65.00	Tire Repair		MAINTENANCE - EQUIPMENT N
51	03-330-000-0000-6503		428.00	2 Tires	7242	EQUIPMENT REPAIR PARTS & SUPF N
52	03-330-000-0000-6306		65.00	Tire Repair	7351	MAINTENANCE - EQUIPMENT N
53	03-330-000-0000-6306		65.00	Tire Repair	7377	MAINTENANCE - EQUIPMENT N
76758	REDWOOD TIRE SERVICE INC		643.00	5 Transactions		
76932	RESERVE ACCOUNT					
54	03-301-000-0000-6210		700.00	Postage		POSTAGE N
76932	RESERVE ACCOUNT		700.00	1 Transactions		
78815	RSS GROUP INTERNATIONAL INC					
55	03-330-000-0000-6502		524.47	Shop Supplies		SHOP MATERIALS & SUPPLIES N
78815	RSS GROUP INTERNATIONAL INC		524.47	1 Transactions		
78830	RUFFRIDGE-JOHNSON EQUIPMENT CO INC					
56	03-330-000-0000-6503		516.94	Cab Filters	25725	EQUIPMENT REPAIR PARTS & SUPF N
57	03-330-000-0000-6503		494.90	Blower Motor Assembly	25803	EQUIPMENT REPAIR PARTS & SUPF N

IFX
8/30/23 8:03AM
3 ROAD AND BRIDGE

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
78830	RUFFRIDGE-JOHNSON EQUIPMENT CO INC		1,011.84				
				2 Transactions			
79500	RUNNINGS FARM & FLEET						
58	03-320-000-0000-6505		29.99	Hammer		ENG. & CONST.MATERIALS & SUPPI	N
60	03-330-000-0000-6502		236.71	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
59	03-330-000-0000-6503		5.99	6V Battery		EQUIPMENT REPAIR PARTS & SUPP	N
61	03-330-000-0000-6503		11.88	Bolts & Washers		EQUIPMENT REPAIR PARTS & SUPP	N
62	03-330-000-0000-6503		17.34	Engine Oil		EQUIPMENT REPAIR PARTS & SUPP	N
79500	RUNNINGS FARM & FLEET		301.91	5 Transactions			
80075	SAFETY-KLEEN SYSTEMS INC						
64	03-330-000-0000-6502		125.44	Parts Washer		SHOP MATERIALS & SUPPLIES	N
80075	SAFETY-KLEEN SYSTEMS INC		125.44	1 Transactions			
80084	SALFER WELDING MFG & REPAIR LLC						
65	03-330-000-0000-6503		45.50	Plate for Patcher on Skidloade	079590	EQUIPMENT REPAIR PARTS & SUPP	Y
66	03-330-000-0000-6502		119.75	Shop Supplies	757048	SHOP MATERIALS & SUPPLIES	Y
80084	SALFER WELDING MFG & REPAIR LLC		165.25	2 Transactions			
82851	SNOW WHEEL SYSTEM INC						
67	03-330-000-0000-6503		1,280.00	Rubber Wheels		EQUIPMENT REPAIR PARTS & SUPP	N
68	03-330-000-0000-6503		3,000.00	4400 Series Dual Swivel with R	9821	EQUIPMENT REPAIR PARTS & SUPP	N
69	03-330-000-0000-6503		1,280.00	Rubber Wheels	9822	EQUIPMENT REPAIR PARTS & SUPP	N
70	03-330-000-0000-6503		3,000.00	4400 Series Dual Swivel with R	9823	EQUIPMENT REPAIR PARTS & SUPP	N
82851	SNOW WHEEL SYSTEM INC		8,560.00	4 Transactions			
83324	SQUEEGEE BROS						
63	03-330-000-0000-6305		300.00	Wash Windows	15927	BLDG - REPAIRS & MAINTENANCE	N
83324	SQUEEGEE BROS		300.00	1 Transactions			
83965	SUMMIT FIRE PROTECTION						
71	03-330-000-0000-6305		142.00	Fire Extinguisher Monitoring		BLDG - REPAIRS & MAINTENANCE	N
83965	SUMMIT FIRE PROTECTION		142.00	1 Transactions			
85230	TABER/LISA BITKER-TABER & KENT						
75	03-330-000-0000-6503		2,954.44	Henke Plow Snow Shoe Adjuster	84346	EQUIPMENT REPAIR PARTS & SUPP	N
85230	TABER/LISA BITKER-TABER & KENT		2,954.44	1 Transactions			
88135	TOTAL GLASS OF REDWOOD FALLS INC						
76	03-330-000-0000-6306		138.00	Windshield	21857	MAINTENANCE - EQUIPMENT	N

*** Redwood County ***



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8/30/23 8:03AM
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
77	03-330-000-0000-6503		239.15	Windshield	21857	EQUIPMENT REPAIR PARTS & SUPF N
88135	TOTAL GLASS OF REDWOOD FALLS INC		377.15			
				2 Transactions		
88743	TRUCK CENTER COMPANIES					
73	03-330-000-0000-6502		331.76	Shop Supplies		SHOP MATERIALS & SUPPLIES Y
72	03-330-000-0000-6503		1,029.33	Repair Parts		EQUIPMENT REPAIR PARTS & SUPF Y
74	03-330-000-0000-6503		893.92	Filters		EQUIPMENT REPAIR PARTS & SUPF Y
88743	TRUCK CENTER COMPANIES		2,255.01			
				3 Transactions		
89002	TURBES AG SALES & SERVICE LLC					
78	03-330-000-0000-6306		48.31	Tire Repair Labor	25736	MAINTENANCE - EQUIPMENT Y
79	03-330-000-0000-6503		51.69	Tire	25738	EQUIPMENT REPAIR PARTS & SUPF Y
89002	TURBES AG SALES & SERVICE LLC		100.00			
				2 Transactions		
91402	VOGL/SCOTT					
80	03-310-000-0000-6507		200.00	Vogl, Scott - Boot Reimburseme		MISCELLANEOUS EXPENSES N
91402	VOGL/SCOTT		200.00			
				1 Transactions		
93070	WELTSCH EQUIPMENT INC					
81	03-330-000-0000-6503		1,392.26	Walking Axel	45430	EQUIPMENT REPAIR PARTS & SUPF N
82	03-330-000-0000-6503		596.78	Skid Shoe	45431	EQUIPMENT REPAIR PARTS & SUPF N
93070	WELTSCH EQUIPMENT INC		1,989.04			
				2 Transactions		
93110	WIDSETH SMITH NOLTING & ASSOCIATES I					
83	03-320-000-0000-6291		65,994.71	Engineer Consulting Fees		PROFESSIONAL & TECHNICAL SERV N
93110	WIDSETH SMITH NOLTING & ASSOCIATES I		65,994.71			
				1 Transactions		
99290	ZIEGLER INC					
87	03-330-000-0000-6306		30.00	Repair Labor		MAINTENANCE - EQUIPMENT N
85	03-330-000-0000-6502		2,522.92-	CM 143232		SHOP MATERIALS & SUPPLIES N
84	03-330-000-0000-6503		3,000.49	Repair Parts		EQUIPMENT REPAIR PARTS & SUPF N
86	03-330-000-0000-6503		50.82	Filter		EQUIPMENT REPAIR PARTS & SUPF N
88	03-330-000-0000-6503		2,975.88	Belt		EQUIPMENT REPAIR PARTS & SUPF N
89	03-330-000-0000-6503		472.04	Filters		EQUIPMENT REPAIR PARTS & SUPF N
99290	ZIEGLER INC		4,006.31			
				6 Transactions		
3 Fund Total:			346,375.88	ROAD AND BRIDGE		49 Vendors
						89 Transactions
Final Total:			346,375.88	49 Vendors		89 Transactions

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

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



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	3	346,375.88	ROAD AND BRIDGE
All Funds		346,375.88	Total

Approved by,

.....

.....



REQUEST FOR BOARD ACTION

Requested Board Date:	9/5/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Award Construction Contract 23-4		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Award construction contract 23-4 for SP 064-070-009 and SP 064-070-010; HSIP 6423 (221) lighted intersections to low bidder Design Electric, Inc for the amount of their bid.

Background Information:

This project consists of various lighted intersections in Redwood County.

1 bid was received for this project:
Design Electric, Inc. \$198,887.38

The anticipated construction start date is September 15, 2023 and with completion between September 8, 2023 and May 1, 2024 with completion before October 25, 2024.

These projects will be funded with Regular CSAH Construction funds and Federal funds (\$125,000).

Supporting Documents: Attached None

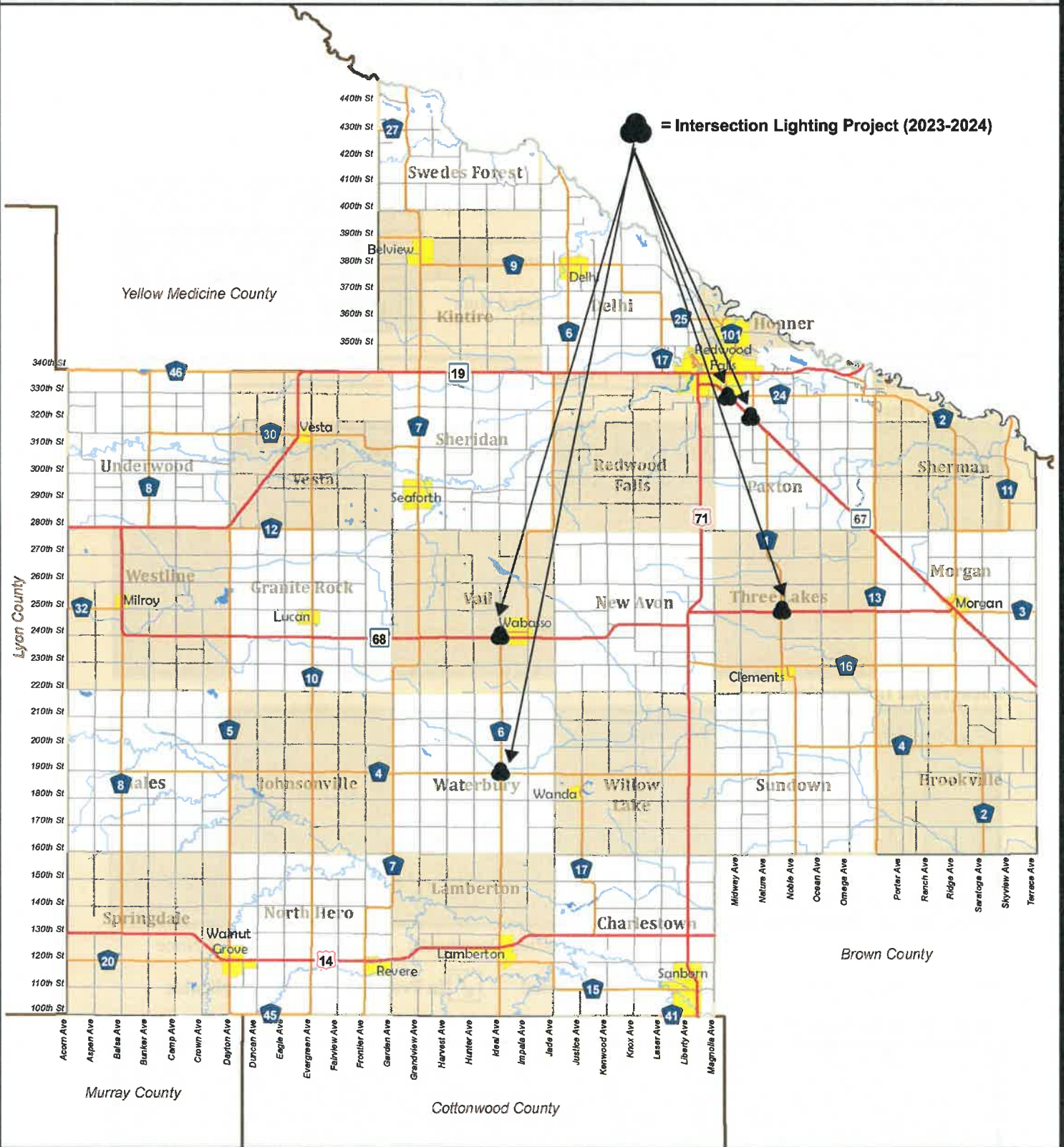
County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

Redwood County, MN

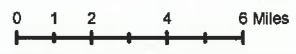


● = Intersection Lighting Project (2023-2024)

Murray County

Cottonwood County

Brown County



Roads

- Federal and State
- County State Aid
- All other County and Township

Boundaries

- Cities
- Townships
- Counties

Water

- Lakes
- Rivers

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ABSTRACT OF BIDS

2023-2024 REDWOOD COUNTY INTERSECTION LIGHTING

S.P. 064-074-009, 064-074-010

REDWOOD COUNTY

BMI Project No. 0T4.128577

BID DATE: 8/22/2023
TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		1 Design Electric, Inc. St. Cloud, MN	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	2011.601	AS BUILT	1	LUMP SUM	\$10,000.00	\$10,000.00	\$8,667.00	\$8,667.00
2	2021.501	MOBILIZATION	1	LUMP SUM	\$30,000.00	\$30,000.00	\$10,207.00	\$10,207.00
3	2545.501	LIGHTING SYSTEM "A"	1	LUMP SUM	\$27,000.00	\$27,000.00	\$39,834.28	\$39,834.28
4	2545.501	LIGHTING SYSTEM "B"	1	LUMP SUM	\$20,000.00	\$20,000.00	\$33,229.15	\$33,229.15
5	2545.501	LIGHTING SYSTEM "C"	1	LUMP SUM	\$17,500.00	\$17,500.00	\$32,886.85	\$32,886.85
6	2545.501	LIGHTING SYSTEM "D"	1	LUMP SUM	\$19,000.00	\$19,000.00	\$33,563.18	\$33,563.18
7	2545.501	LIGHTING SYSTEM "E"	1	LUMP SUM	\$18,000.00	\$18,000.00	\$33,360.30	\$33,360.30
8	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$10,000.00	\$10,000.00	\$7,139.62	\$7,139.62
TOTAL AMOUNT BID:						<u>\$151,500.00</u>		<u>\$198,887.38</u>



REQUEST FOR BOARD ACTION

Requested Board Date:	9/5/2023	Originating Dept.:	Highway
Preferred 2nd Date:	NEXT AVAILABLE		
Discussion Item:		Presenter:	Anthony Sellner, PE
Authorize Board Chair and Administrator to Sign Construction Contract 23-4		estimated time needed:	5 mins
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Authorize County Board Chair and County Administrator to sign awarded construction contract 23-4 for SP 064-070-009 and SP 064-070-010; HSIP 6423 (221) lighted intersections, pending obtaining signatures from the awarded Contractor.

Background Information:

This project consists of various lighted intersections in Redwood County.

1 bid was received for this project:
Design Electric, Inc. \$198,887.38

The anticipated construction start date is September 15, 2023 and with completion between September 8, 2023 and May 1, 2024 with completion before October 25, 2024.

These projects will be funded with Regular CSAH Construction Funds and Federal funds (\$125,000).

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

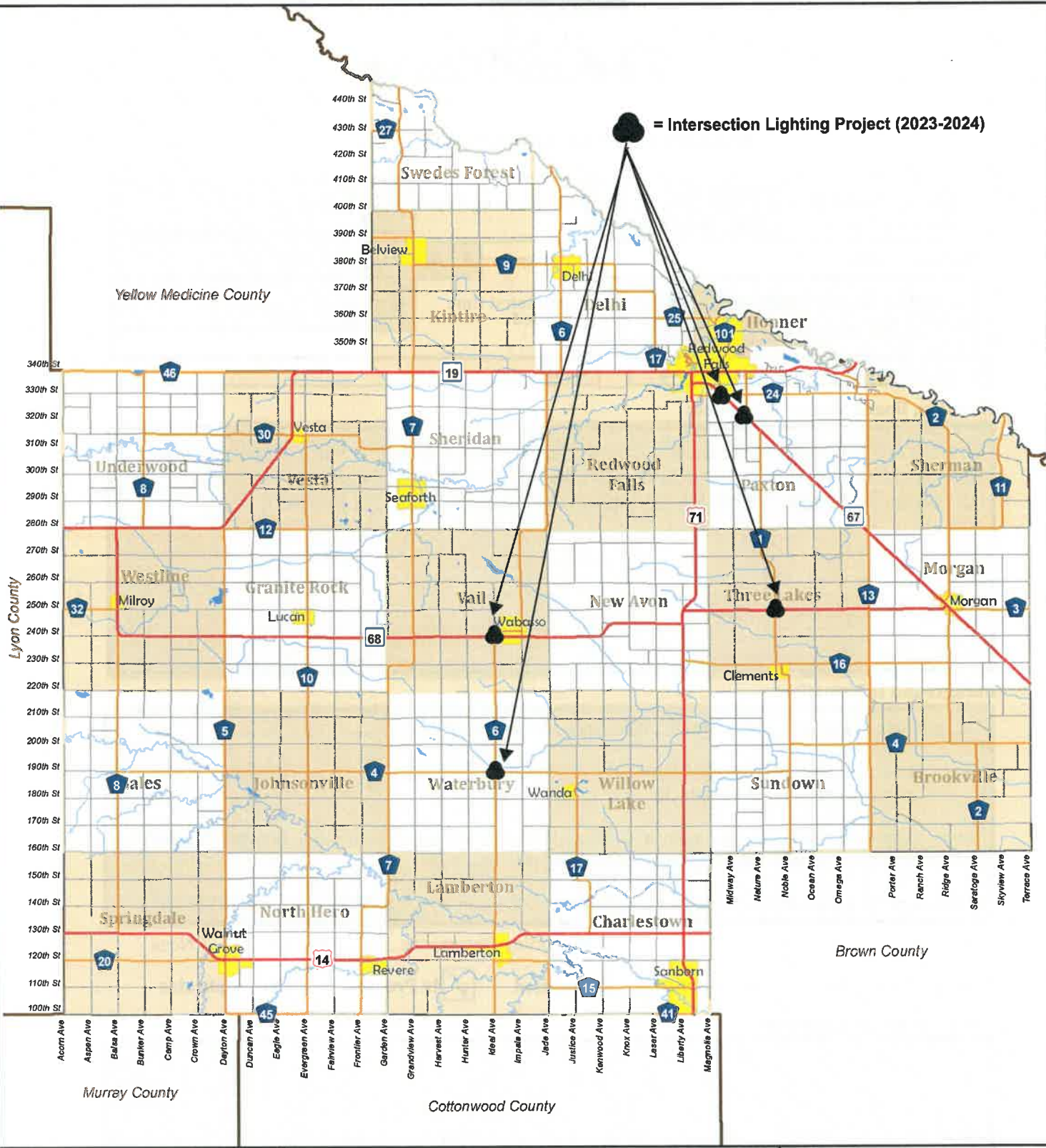
Administrators Comments:

[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, MN



Roads

- Federal and State
- County State Aid
- All other County and Township

Boundaries

- Cities
- Townships
- Counties

Water

- Lakes
- Rivers

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8/29/23 7:17AM

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 08/2023

3 FUND ROAD AND BRIDGE

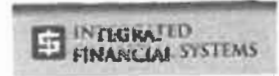
Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year		
				Budget	% of BDG	
320 DEPT	Totals HIGHWAY CONSTRUCTION & ENGINEERING	Revenue Expend. Net	5,356.00- 7,159,728.25 7,154,372.25	378,382.00- 8,959,999.21 8,581,617.21	797,043.00- 22,765,407.00 21,968,364.00	67% 47 39 39
330 DEPT	EQUIPMENT MAINTENANCE & SHOP					
----- REVENUES -----						
03-330-000-0000-5980	INSURANCE RECOVERIES		0.00	7,372.79-	0.00	0
----- EXPENDITURES -----						
03-330-000-0000-8103	SALARIES & WAGES-REGULAR		19,984.00	76,961.34	129,896.00	59
03-330-000-0000-8107	SALARIES & WAGES-OVERTIME		0.00	5,292.03	2,900.00	182
03-330-000-0000-8113	MEAL EXPENSE-TAXABLE		13.75	41.25	0.00	0
03-330-000-0000-8153	EMPLOYER CAFETERIA CONTRIBUTION		3,498.72	13,994.88	23,878.00	59
03-330-000-0000-8163	PERA-COUNTY SHARE		1,498.80	6,204.74	9,960.00	62
03-330-000-0000-8175	FICA-COUNTY SHARE		1,198.21	4,940.74	8,233.00	60
03-330-000-0000-8176	MEDICARE-COUNTY SHARE		280.23	1,157.63	1,926.00	60
03-330-000-0000-6251	UTILITIES		20,340.81	52,713.23	71,097.00	74
03-330-000-0000-6305	BLDG - REPAIRS & MAINTENANCE		3,628.49	14,768.81	99,065.00	15
03-330-000-0000-6306	MAINTENANCE - EQUIPMENT		9,607.65	25,598.59	63,015.00	41
03-330-000-0000-6332	STAFF DEVELOPMENT		0.00	220.00	0.00	0
03-330-000-0000-6502	SHOP MATERIALS & SUPPLIES		7,150.45	29,546.48	52,500.00	56
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES		38,302.32	167,794.84	231,000.00	73
03-330-000-0000-6504	FUEL		55,264.11	303,998.45	534,350.00	57
03-330-000-0000-6507	MISCELLANEOUS EXPENSES		0.00	0.00	228.00	0
03-330-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)		0.00	0.00	60,000.00	0
330 DEPT	Totals EQUIPMENT MAINTENANCE & SHOP	Revenue Expend. Net	0.00 160,767.54 160,767.54	7,372.79- 703,233.01 695,860.22	0.00 1,288,048.00 1,288,048.00	0 55 54
3 FUND	Totals ROAD AND BRIDGE	Revenue Expend. Net	6,814,117.02- 7,328,132.83 514,015.81	15,180,959.94- 12,162,532.71 3,018,427.23-	23,289,002.00- 28,726,011.00 5,437,009.00	65 42 56-
FINAL TOTALS	109 Accounts	Revenue Expend. Net	6,814,117.02- 7,328,132.83 514,015.81	15,180,959.94- 12,162,532.71 3,018,427.23-	23,289,002.00- 28,726,011.00 5,437,009.00	65 42 56-

Anthony Sellner
Anthony Sellner, Co. Engr.

Date

*** Redwood County ***



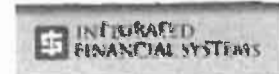
REVENUES & EXPENDITURES BUDGET REPORT As of 08/2023

Report Basis: Modified Accrual

3 FUND ROAD AND BRIDGE

Account Number	Status	Quarter To Date	Year To Date	Budget	Percent of Year
					% of BDG
301 DEPT					
ROAD & BRIDGE ADMINISTRATION					
REVENUES					
03-301-000-0000-5001	PROPERTY TAXES-CURRENT	64.02	1,485,403.70-	2,590,997.00-	57
03-301-000-0000-5004	PROPERTY TAXES-DELINQUENT	0.00	4,035.83-	0.00	0
03-301-000-0000-5015	WHEELAGE TAX	50,802.95-	218,154.90-	367,000.00-	59
03-301-000-0000-5016	LOCAL SALES TAX	249,520.82-	602,466.89-	969,000.00-	62
03-301-000-0000-5020	SEVERED MINERAL TAXES	0.00	7.84-	7.00-	112
03-301-000-0000-5205	DISPARITY REDUCTION AID	0.00	0.00	6,428.00-	0
03-301-000-0000-5208	MARKET VALUE CREDIT	0.00	0.00	56,520.00-	0
03-301-000-0000-5225	SPECIAL TOWN BRIDGE	0.00	663,424.78-	4,538,065.00-	15
03-301-000-0000-5230	TOWN BRIDGE REVENUE	0.00	941,108.33-	1,128,955.00-	83
03-301-000-0000-5235	TOWN ROAD REVENUE	0.00	642,735.00-	908,338.00-	71
03-301-000-0000-5240	ST. OF MN. - REG. MAINT.	817,012.00-	2,053,537.70-	2,409,125.00-	85
03-301-000-0000-5242	ST. OF MN. - MUN.MAINT.	0.00	154,154.33-	297,757.00-	52
03-301-000-0000-5244	ST. OF MN. - REG.CONST.	4,411,850.33-	6,265,156.34-	2,979,120.00-	210
03-301-000-0000-5246	ST. OF MN - MUN. CONST.	460,503.94-	460,503.94-	446,758.00-	103
03-301-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	6,582.70-	0.00	0
03-301-000-0000-5333	BRIDGE BONDING REVENUE	780,580.26-	833,818.34-	5,450,215.00-	15
03-301-000-0000-5455	FEDERAL FUNDS - HIGHWAY	0.00	333,803.09-	125,000.00-	267
03-301-000-0000-5502	FEES & SERVICES	0.00	0.00	6,000.00-	0
03-301-000-0000-5503	OVERWEIGHT TRUCK PERMITS	19,550.00-	21,050.00-	19,300.00-	109
03-301-000-0000-5710	INTEREST INCOME	0.00	695.09	0.00	0
03-301-000-0000-5810	LAND LEASE & RENTAL	0.00	0.00	50.00-	0
03-301-000-0000-5850	SALES OF MATERIALS	19,004.74-	70,566.47-	150,000.00-	47
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	49,520.60	173,635.04	327,059.00	53
03-301-000-0000-6105	SALARIES & WAGES-PART TIME	5,285.70-	410.13	0.00	0
03-301-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	57.85	50.00	116
03-301-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	7,428.08	28,622.32	47,757.00	60
03-301-000-0000-6163	PERA-COUNTY SHARE	3,714.05	14,283.88	24,529.00	58
03-301-000-0000-6172	WORKERS' COMPENSATION	0.00	35,643.00	35,700.00	100
03-301-000-0000-6175	FICA-COUNTY SHARE	2,911.72	11,274.13	20,278.00	56
03-301-000-0000-6176	MEDICARE-COUNTY SHARE	680.96	2,636.70	4,742.00	56
03-301-000-0000-6202	TELEPHONE/FAX EXPENSE	2,775.66	11,676.25	21,325.00	55
03-301-000-0000-6210	POSTAGE	164.79	848.71	2,700.00	31

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 08/2023

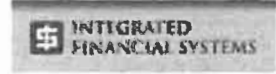
Report Basis: Modified Accrual

3 FUND

ROAD AND BRIDGE

Account Number	Description	Status	Quarter	Year	Percent of Year	
			To Date	To Date	Budget	% of BDG
03-301-000-0000-6230	PRINTING & PUBLISHING		95.16	795.58	2,100.00	38
03-301-000-0000-6235	DOR LOCAL SALES TAX COSTS		3,416.15	10,196.05	21,000.00	49
03-301-000-0000-6241	SUBSCRIPTIONS		0.00	0.00	141.00	0
03-301-000-0000-6242	DUES		0.00	625.00	3,600.00	17
03-301-000-0000-6262	STATE AUDIT		0.00	0.00	1,000.00	0
03-301-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES		0.00	14,452.28	14,000.00	103
03-301-000-0000-6310	OFFICE EQUIPMENT REPAIR & MAINT.		253.39	873.13	2,445.00	36
03-301-000-0000-6331	MILEAGE		0.00	0.00	500.00	0
03-301-000-0000-6332	STAFF DEVELOPMENT		0.00	1,556.97	4,803.00	32
03-301-000-0000-6334	LODGING & EXPENSE		264.80	2,144.90	1,500.00	143
03-301-000-0000-6351	INSURANCE-PROPERTY & LIABILITY		978.32	83,579.32	85,021.00	98
03-301-000-0000-6401	OFFICE SUPPLIES		670.46	2,454.12	5,269.00	47
03-301-000-0000-6507	MISCELLANEOUS EXPENSES		0.00	0.00	1,058.00	0
03-301-000-0000-6891	EXP REIMBURSEMENTS - EXTERNAL		1,836.55	6,965.71	8,200.00	85
301 DEPT	Totals ROAD & BRIDGE ADMINISTRATION	Revenue	6,808,761.02-	14,755,815.09-	22,483,635.00-	66
		Expend.	65,751.89	388,799.65	618,377.00	63
		Net	6,743,009.13-	14,367,015.44-	21,865,258.00-	66
310 DEPT	HIGHWAY MAINTENANCE					
REVENUES						
03-310-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC		0.00	9,844.96	8,324.00	118
03-310-000-0000-5301	STATE GRANTS		0.00	6,818.10	0.00	0
03-310-000-0000-5401	DISASTER GRANTS		0.00	22,727.00	0.00	0
EXPENDITURES						
03-310-000-0000-6103	SALARIES & WAGES-REGULAR		159,979.95	606,046.41	1,030,182.00	59
03-310-000-0000-6105	SALARIES & WAGES-PART TIME		24,200.37	31,899.37	11,000.00	290
03-310-000-0000-6107	SALARIES & WAGES-OVERTIME		1,248.63	60,261.87	17,175.00	351
03-310-000-0000-6113	MEAL EXPENSE-TAXABLE		0.00	120.05	92.00	130
03-310-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION		41,711.60	167,902.40	269,430.00	62
03-310-000-0000-6163	PERA-COUNTY SHARE		12,087.77	51,028.62	78,552.00	65
03-310-000-0000-6175	FICA-COUNTY SHARE		10,407.89	41,312.25	65,618.00	63
03-310-000-0000-6176	MEDICARE-COUNTY SHARE		2,434.12	9,661.72	15,348.00	63
03-310-000-0000-6202	TELEPHONE/FAX EXPENSE		60.00	240.00	360.00	67
03-310-000-0000-6292	CONTRACT PAYMENTS		0.00	0.00	73,581.00	0
03-310-000-0000-6341	EQUIPMENT RENTAL		5,080.00	114,928.52	89,998.00	128
03-310-000-0000-6501	ROAD MAINTENANCE SUPPLIES & MATERIALS		387,575.86	528,453.00	961,400.00	55
03-310-000-0000-6507	MISCELLANEOUS EXPENSES		1,098.96	5,977.23	20,844.00	29
03-310-000-0000-6508	TOWN ROAD DISTRIBUTION		0.00	642,735.00	908,338.00	71

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 08/2023

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Description	Status	Percent of Year		67%	
			Quarter To Date	Year To Date		
			Budget	% of	BDG	
03-310-000-0000-8601	CAPITAL OUTLAY (\$5,000 AND OVER)		0.00	373,934.40	990,988.00	38
03-310-000-0000-8705	BOND INTEREST PAYMENTS 2021A BOND		0.00	0.00	225,275.00	0
03-310-000-0000-8910	TRANSFERS IN		524,000.00-	524,000.00-	704,000.00-	74
03-310-000-2718-6910	ARPA TRANSFERS IN		180,000.00-	180,000.00-	0.00	0
03-310-821-2718-8601	CAPITAL OUTLAY (\$5,000 AND OVER)		0.00	180,000.00	0.00	0
310 DEPT	Totals HIGHWAY MAINTENANCE		0.00	39,390.06-	8,324.00-	473
			Revenue			
			Expend.			
			Net			
			58,114.85-	2,110,500.84	4,054,179.00	52
			58,114.85-	2,071,110.78	4,045,855.00	51
320 DEPT	HIGHWAY CONSTRUCTION & ENGINEERING					
REVENUES						
03-320-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC		0.00	48,068.00-	797,043.00-	6
03-320-000-0000-5830	MISCELLANEOUS REVENUE		5,356.00-	5,356.00-	0.00	0
EXPENDITURES						
03-320-000-0000-6103	SALARIES & WAGES-REGULAR		34,086.40	62,922.22	221,562.00	28
03-320-000-0000-6105	SALARIES & WAGES-PART TIME		10,609.69	12,076.89	8,600.00	140
03-320-000-0000-6107	SALARIES & WAGES-OVERTIME		11,258.55	17,761.63	11,000.00	161
03-320-000-0000-6113	MEAL EXPENSE-TAXABLE		0.00	10.10	47.00	21
03-320-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION		9,460.00	37,840.00	63,079.00	60
03-320-000-0000-6163	PERA-COUNTY SHARE		3,284.30	11,121.91	17,442.00	64
03-320-000-0000-6175	FICA-COUNTY SHARE		3,230.67	9,153.12	14,952.00	61
03-320-000-0000-6176	MEDICARE-COUNTY SHARE		755.56	2,140.66	3,497.00	61
03-320-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES		119,462.65	227,991.92	759,070.00	30
03-320-000-0000-6292	CONTRACT PAYMENTS		6,960,294.94	8,107,939.34	19,236,185.00	42
03-320-000-0000-6295	CSAH BONDING CONTRACT PAYMENTS		0.00	136,497.93	2,266,952.00	6
03-320-000-0000-6366	RIGHT OF WAY - PERMANENT EASEMENTS		3,919.35	3,919.35	80,000.00	5
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		3,366.14	7,654.41	73,021.00	10
03-320-000-0000-6506	MINOR EQUIP. PURCHASES		0.00	1,795.50	0.00	0
03-320-000-0000-6507	MISCELLANEOUS EXPENSES		0.00	405.00	0.00	0
REVENUES						
03-320-000-2720-5249	INTERGOVERNMENTAL REIM		0.00	320,200.00-	0.00	0
03-320-000-2720-5710	2021A GENERAL OBLIGATION BONDS INTEREST		0.00	4,758.00-	0.00	0
EXPENDITURES						
03-320-000-2720-6701	ADMINISTRATIVE FEES 2021A BONDS		0.00	569.23	0.00	0
03-320-000-2720-6702	PRINCIPAL PAYMENTS 2021A BONDS		0.00	205,000.00	0.00	0
03-320-000-2720-6705	INTEREST PAYMENTS 2021A BONDS		0.00	115,200.00	0.00	0



REQUEST FOR BOARD ACTION

Requested Board Date:	September 5, 2023	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K
RCRCA Joint Powers Agreement		estimated time needed:	5 min
Board Action:		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve revised RCRCA Joint Powers Agreement and authorize signature by Redwood County RCRCA delegate Wakefield

Background Information:

In June, 2023, agreement was approved for renewal of the existing JPA. County Attorney Peterson advised the JPA was outdated and lacked needed governmental language. She has since redrafted the agreement, which is before you for consideration of its approval.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

**REDWOOD-COTTONWOOD RIVERS CONTROL AREA
JOINT POWERS AGREEMENT**

This Joint Powers Agreement (“Agreement”) is entered into between the following parties (sometimes referred to as members):

The Counties of Brown, Cottonwood, Lincoln, Lyon, Murray, Pipestone, Redwood, and Yellow Medicine (“Counties”), by and through their respective Board of Commissioners, and the Brown, Cottonwood, Lincoln, Lyon, Murray, Pipestone, Redwood, and Yellow Medicine Soil and Water Conservation Districts (“SWCDs”), by and through their respective Soil and Water Conservation District Board of Supervisors.

WHEREAS, Minnesota Statute § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota with authority to carry out environmental programs and land use controls pursuant to Minnesota Statute Chapter 375 and as otherwise provided by law; and

WHEREAS, the SWCDs of this Agreement are political subdivisions of the State of Minnesota with authority to carry out erosion control and other soil and water conservation programs pursuant to Minnesota Statute Chapter 103C and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Redwood-Cottonwood Rivers Control Area to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters;

NOW, THEREFORE, in consideration of the mutual promises and benefits that the parties shall derive herefrom, all parties hereby enter into this joint powers agreement for the purposes herein.

Section 1 PURPOSE

The purpose of this agreement is to establish a joint powers board that will exercise powers of the parties pursuant to the aforementioned statutes by developing and implementing plans with regard to the protection of property from damage of flooding, controlling erosion of land, protection of property, streams and lakes from sedimentation and pollution, and maintaining and improving the quality of water in the streams, lakes and ground water and improving recreation and wildlife. The joint powers board will develop and adopt a watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings, and shall update the plan as conditions warrant.

Section 2 NAME OF ASSOCIATION

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

Section 3 LIMITS OF JURISDICTION

The limits of the jurisdiction of this agreement shall include: the lands lying within the boundaries of the watershed of the Redwood and Cottonwood Rivers within the Counties. Maps of these boundaries can be obtained at the local SWCD Offices.

Section 4 EFFECTIVE DATE OF AGREEMENT

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

Section 5 JOINT POWERS BOARD

A joint powers board, known as the RCRCA Joint Powers Board ("the Board") is hereby established for the purposes contained herein with the powers and duties set forth in this Agreement.

Subd. 1 Membership. The Board shall be comprised of up to 16 qualifying members with membership composed of the following eligible members: one representative from each Counties Board of Commissioners and one representative from each SWCD.

Subd. 2 Terms. Each representative shall be appointed for a two-year term with the ability of a member to appoint a representative for successive terms. Each member shall also appoint an alternate representative who shall temporarily assume the duties of the representative in the event of an absence, or a vacancy as outlined in Section 5, subd. 3.

Subd. 3 Vacancies. If a representative resigns or is otherwise unable to complete a term on the Board because of a circumstance outlined in Minn. Stat. §351.02 or if a representative fails to qualify or act as a representative, the Board will advise the appointing authority of the vacancy as soon as practicable, and the vacancy will be filled according to the requirements of the respective local unit of government.

Subd. 4 Meetings. The Board shall meet at least four (4) times per year, or more often if needed.

All meetings of the Board shall comply with Minnesota Statute 13D (Open Meeting Law).

The conduct of all meetings of the Board shall be generally governed by the most recent edition of Robert's Rules of Parliamentary Law.

A quorum of the Board shall consist of a simple majority of the members.

All votes by Board members shall be made in person or if the meeting is held by interactive technology, via roll call vote.

Notice of Board meetings and a proposed agenda including location, which shall be set by the Chairperson, shall be mailed, or emailed to all Board members not less than seven (7) days prior to the scheduled meeting date.

The minutes of any meeting shall be made available to all Board members prior to the next meeting.

Subd. 5 Voting. Each representative, including an alternate representative replacing a delegate, who is present shall be entitled to one vote.

A motion or resolution shall be approved by a favorable vote of a simple majority of the members present, provided enough members are present to make a quorum.

A supermajority vote of 75 percent (75%) of those members present shall be required for final plan submittal, changes to the bylaws, or this Agreement.

Subd. 6 Officers. Officers shall be elected during the first meeting of the Board and during the first meeting following January 1 of each year.

6.1 Chair and Vice-chair. The Board shall elect a Chair and a Vice-Chair from its membership for one-year terms. The Chairperson shall serve as Chairperson for all meetings and sign and deliver in the name of the Board any correspondence pertaining to the business of the RCRCA and shall perform other duties and functions as may be determined by the RCRCA. The Vice-Chair shall assume the Chairperson's duties in the event of the absence or disability of the Chairperson.

6.2 Secretary. The Board shall elect a Secretary from its membership for a one-year term. The Secretary shall maintain records of the Board; certify records and proceedings of the Board; ensure that minutes of all Board meetings are recorded and made available in a timely manner and maintain a file of all approved minutes including corrections and changes; and provide for proper public notice of all meetings.

6.3 Treasurer. The Board shall elect a Treasurer from its membership for a one-year term. The Treasurer shall assist the Chair in overseeing the Board's budget and finances. In the absence of the Chair and the Vice-Chair, the Treasurer shall preside over the Board meetings.

6.4 Public Relations Information Officer. The Board shall elect a Public Relations Information Officer from its membership for a one-year term. The Public Relations Information Officer shall assist the Board with matters involving public relations and media.

6.5 Member at Large. The Board shall elect a Member At Large from its membership for a one-year term. The Member-At-large duties shall be as assigned by the Chairman.

Subd. 7 Executive Board. The Executive Board shall consist of the officers listed in Section 5, subd. 6 (Chairman, Vice Chairman, Secretary, Treasurer, Public Relations Information Officer, and Member At Large). The Executive Board shall, by majority vote of the entire Executive Board, have the power between meetings to implement ministerial, as opposed to policy, decisions.

Subd. 8 Compensation. There shall be no compensation paid by RCRCA for serving on the Boards created by this Agreement. Compensation at the prevailing per diem and mileage rates shall be paid to Executive Board members for attendance at Executive Board meetings.

Subd. 9 Duties of the Board. The Board shall have the responsibility to prepare, adopt and implement a plan for the RCRCA that meets the requirements of Minn. Stat. § 103B.801.

Upon adoption of a watershed plan, the Board may amend the watershed plan without approval from the governing boards of individual members

Subd. 10 Staff. The Board shall employ staff as needed to satisfy its purpose and carry out any of the powers enumerated herein.

Section 6 Powers of the Board.

Subd. 1 General Powers. The Board is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform all duties described herein. Such authority shall include, but not be limited to, authority and responsibility to oversee revenues and expenditures.

Subd. 2 Contracts. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and those contracts and enforce such contracts to the extent available in equity or at law. The Board may approve any contract consistent with goals of the Board and may authorize its Chair to execute these contracts. The Board must comply with Minn. Stat. § 471.59 and any other applicable laws or regulations related to contracting.

The Board shall pay to any member county or SWCD for services performed consistent with the purpose of this Agreement or contractors for services performed pursuant to contract. No payment on any invoice for services performed by a member county, SWCD, consultant, contractor, or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the Board. The Board may develop a process to expedite payment of invoices, but any such payments shall be ratified by the Board at their next meeting.

Subd. 3 Funds. The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

Subd. 4 Bylaws. The Board shall have the power to adopt and amend such bylaws that it may deem necessary or desirable for the conduct of its business. Such bylaws shall be consistent with this Agreement and any applicable laws or regulations.

Subd. 5 Grants and Loans. The Board may apply for and accept grants or loans of money, other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, other property and assistance in accordance with the terms of the grant or loan relating thereto.

Subd. 6 Property. The Board has the authority to purchase property or equipment as needed to satisfy its purpose and carry out any of the powers enumerated herein.

Subd. 7 Insurance. The Board may obtain any liability insurance or other insurance it deems necessary to insure itself for any action arising out of this Agreement.

Subd. 8 Exercise of Powers. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.

Subd. 9 Public Participation. The Board shall provide for such public participation in the conduct of its activities as will promote understanding of its activities among the public and local governmental units affected by its activities and the informal resolution of disputes or complaints.

Section 7 Reservation of Authority.

All responsibilities not specifically set out to be jointly exercised by the Board under this Agreement are hereby reserved to the respective governing bodies of the members.

Section 8 Budgeting and Funding.

Subd. 1 Budget. The Board shall adopt a budget annually.

Subd. 2 Funding. The Board has no authority to levy taxes. Local funding may be provided by establishing a “membership dues” system payable by May 31 of each year.

The amount of membership dues will be determined annually by the Board based upon an assessment of each counties land area within RCRCA jurisdiction as defined in Section. 3 of this Agreement.

Subd. 3 Administrator, Fiscal Agent and Legal Counsel. The Board may enter into agreement with one or more of its members, or select a contractor, to carry out administrative, fiscal, and legal services.

Subd. 4 Accountability. All funds shall be accounted for according to generally accepted accounting principles. RCRCA shall have an annual audit conducted.

Subd. 5 Debts. The Board may not incur debts unless expressly provided for herein.

Section 9 Indemnification.

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

Section 10 Records Retention and Data Practices.

The parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act.

All records of RCRCRA shall be maintained at 1424 East College Drive, Suite 300, Marshall, Minnesota.

Section 11 Duration.

This Agreement is effective and binding on all members upon the date of the last signature of all required members. All members need not sign the same copy. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

This signed Agreement shall be filed with the responsible authority for records retention and data practices, which shall notify all members in writing of its effective date.

This Agreement shall continue until terminated in the manner provided herein.

Section 12 Termination, Withdrawal, Amendments.

Subd. 1 Termination. This Agreement may terminate upon the occurrence of any one of the following events, whichever occurs first:

When necessitated by operation of law as result of the decision by a court of competent jurisdiction; or

When necessary due to failure to obtain necessary funding from the members or grant funding from the State of Minnesota or the United States government or other sources, or

When a majority of members agree by resolution to terminate the agreement upon a certain date.

Subd. 2 Withdrawal. Any member may withdraw from this Agreement upon ninety (90) days written notice.

A withdrawing member shall not be entitled to the distribution of any assets or funds.

In the event of withdrawal by any member, this Agreement shall remain in full force and effect as to all remaining members.

Subd. 3 Adding Additional Parties. A qualifying party within the Redwood-Cottonwood Rivers Control Area that is responsible for water planning and resource management under Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Board to join the RCRCA and a statement that the qualifying party agrees to abide by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Board.

Subd. 4 Amendments. Upon recommendation from the Board for changes to this agreement, this Agreement may be changed, amended, modified, or replaced by an amendment or addendum document or by an entirely new Joint Powers Agreement.

Any changes, amendments, or modifications to this Agreement are effective only when reduced to writing and approved and signed by all members hereto.

Section 13. Distribution of Surplus Funds and Property.

Upon termination of this Agreement, any funds held by the Board shall then be distributed to members in proportion to their contributions. Any property owned by the Board shall be sold with all proceeds distributed to members in proportion to their contributions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

_____, 2023 **BROWN COUNTY**

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023 **COTTONWOOD COUNTY**

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023 **LINCOLN COUNTY**

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023 **LYON COUNTY**

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023 MURRAY COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

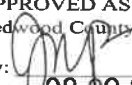
_____, 2023 PIPESTONE COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023 REDWOOD COUNTY

APPROVED AS TO FORM
Redwood County Attorney

By: 
Date: 08.29.2023

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

_____, 2023 YELLOW MEDICINE COUNTY

By: _____
Board of Commissioners

By: _____
Soil and Water Conservation District

Exhibit A
July 1, 2023 - June 30, 2025

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

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



REQUEST FOR BOARD ACTION

Requested Board Date:	September 5, 2023	Originating Dept.:	Maintenance
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K
Surplus Property		estimated time needed:	5 min
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Declare 7 Gray Office Chairs surplus property and donate to the Redwood Falls Fire Department.

Background Information:

These chairs were used in the jury room of the former courthouse and were purchased by the county. The Redwood Falls Fire Department could use these chairs and the Surplus Equipment form is attached.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

Redwood County
**Redwood County
Administrator's Office**

403 South Mill Street
Redwood Falls, MN 56283
(507) 637-4016
Fax: (507) 637-4017

**Exhibit A
Surplus Equipment Form**

Organization Name: Redwood falls fire Dept
Organization Address: 900 South Gould St
Rwf, MN 56283
Organization Website: www.ci.redwood-falls.mn.us

(Attach proof of status as a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code.)

Organization Purpose:

Point of Contact

Name: Joe Probst
Address:

Same

Email: office@ci.redwood-falls.mn.us

Phone: 612-716-9520

County Surplus Equipment of Interest:

office chairs

How will the requested Surplus Equipment benefit your organization?

replace outdated chairs

How do you plan to transport the surplus property from the County to your location?

pick-up truck

I acknowledge that the Donation of any Surplus Equipment to my organization is subject to the County's Policy for Donation of Surplus Equipment to a Nonprofit Organization.

I have authority to request a Donation from the County and to bind my organization to the terms of this form.

Printed name of Applicant:

Joe Probst

Signature of Applicant:

Joe Probst

Date

8-29-23



REQUEST FOR BOARD ACTION

Requested Board Date:	September 5, 2023	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki K
Copier Lease		estimated time needed:	5 min
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve lease agreement with Marco for 60 months in the amount of \$265.32 per month

Background Information:

Current lease agreement expires this September 2023 and the monthly lease payment is \$421.53, realizing a savings of \$156.21 monthly. Pricing is off state contract Sourcewell #3031-KON

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 ****



MAP Agreement

APPLICATION NO. 1906761

AGREEMENT NO. 1906761

Meter Reading Contact Person: Vicki Kletscher vicki_k@co.redwood.mn.us

Managed Account Program

Phone: 800.892.8548 | Fax: 800.847.3087

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Marco Technologies LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION.

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Includes payment and allowance details.

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Form for Marco Support Desk enrollment with fields for Do you wish to enroll, Number of Devices, and Marco Support Desk Device Monthly Fees.

FREQUENCY OF MINIMUM PAYMENT

Form with radio buttons for Monthly, Quarterly, Semi-Annually, Annually.

METER READING FREQUENCY

Form with radio buttons for Monthly, Quarterly, Semi-Annually, Annually.

TERM

Form with field for Term in Months (60) and a checkbox for sales tax exemption.

SUPPLIES COVERAGE LEVELS

Form with radio buttons for All Inclusive, HP OEM, No Supplies Included.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Signature line for Marco Technologies LLC with fields for OWNER, SIGNATURE, TITLE, DATED.

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Signature line for REDWOOD, COUNTY OF with fields for CUSTOMER, SIGNATURE, TITLE, DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

Signature line for REDWOOD, COUNTY OF with fields for CUSTOMER, SIGNATURE, TITLE, DATED.

41-6005879

FEDERAL TAX I.D. # PRINT NAME

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement").

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.
4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.
5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.
8. **END OF TERM:** At the end of the Initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of any term, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**
9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.
10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.
11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCLUDE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**
12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Owner or, if assigned, its assignee, as its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**
13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a service and maintenance arrangement with Supplier, and if indicated by the selection of a Supplies Coverage Level on page 1, for maintenance, inspection, adjustment, parts replacement (excluding ink print heads), drums, cleaning material required for proper operation and toner and developer (collectively, the "Services and Supplies"). Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for equipment may or may not be included in this Agreement. If included, the amount payable under this Agreement for Supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for Supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Services or Supplies. Supplier will be solely responsible for performing all Services and providing all Supplies. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's Service and Supplies obligations. As a convenience to you, we will provide you with one invoice covering amounts owing for your renting of the Equipment under this Agreement and the amounts owing to Supplier for the Services and Supplies. If necessary, Supplier's obligations to you for the Services and Supplies may be delegated by us to another company. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of prints shown on page 1 of this Agreement for each applicable print type. Regardless of the number of prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent ("DCA") for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading from you using DCA methods, you will be assessed a \$3 fee per month per device for us to collect your meter reads. You agree to pay the applicable excess print charge for each metered print that exceeds the applicable minimum number of prints. Prints made on equipment marked as not financed under this Agreement will be included in determining your print and excess charges. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s). In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
14. **SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies included is defined as not including any toners, developers, drums or drums kits.
15. **MARCO SUPPORT DESK:** If you selected "yes" on page 1, you will have access to the Marco Support Desk, Monday - Friday from 7:00 am to 5:00 pm CST via phone or Internet for the following matters: 1) Required reconfiguration of Equipment imagers on your network for printing and scanning because of replaced or upgraded workstations and/or servers and IP address changes (One attempt (thirty (30) minutes) to reconfigure scan to email resulting from changes made by your Internet service provider); 2) Reinstallation and configuration of manufacturer companion software for Equipment and drivers hereunder on additional or upgraded workstations for the following: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan, and Marco installed meter monitoring software; 3) Other printing or scanning software related issues as applicable to the normal function of imager(s) for the imager; and 4) Request support for the Software identified on page one of this Agreement, if you have a current support agreement with Software provider. Device network support on connected Equipment and reconfiguration to imagers required because of changes to your network, including but not limited to, different or upgraded network operating systems are not included in this Agreement and may be purchased separately at our prevailing rates. Any such purchase shall be subject to the terms of this Agreement.



STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT NO. 1906761

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # 1906761 and any future supplements/schedules thereto, between REDWOOD, COUNTY OF, as Customer and Marco Technologies LLC, as Lessor

("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LESSOR ACCEPTANCE **CUSTOMER ACCEPTANCE**

Marco Technologies LLC
LESSOR

REDWOOD, COUNTY OF
CUSTOMER

X
SIGNATURE

X
SIGNATURE

TITLE DATE

TITLE DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.