

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

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

TUESDAY FEBRUARY 6, 2024  
COMMISSIONERS ROOM, GOVERNMENT CENTER  
REDWOOD FALLS, MINNESOTA

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**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 February 6<sup>th</sup> meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
  - January 16<sup>th</sup> minutes
  - Bills

**9:00 a.m.**

- **PUBLIC HEARING**  
Affidavit of Publication
  - 1) Resolution - changing office of Recorder from elected to appointed.

**9:20 a.m.**

- **COUNTY ATTORNEY**  
Jenna Peterson
  - 1) MCAA Education Fund Donation
  - 2) Cooperative Agreement with State of MN

**9:30 a.m.**

- **BREAK**

**9:40 a.m.**

- **ECONOMIC DEVELOPMENT**  
Briana Mumme
  - 1) EDA Revolving Loan Fund Documents
  - 2) Set Public Hearing for CDBG-CV Broadband Project Overview
  - 3) Countywide Housing Study Contract

**9:50 a.m.**

- **SHERIFF**  
Jason Jacobson
  - 3) Out of state Travel Request
  - 4) BLRR Drug Task Force JPA
  - 5) Purchase of Security Bunks
  - 6) Resolution - Donation from Scott Goodyear

**10:00 a.m.**

- **HUNTERS FOR HUNTERS & MN CATTLEMENS ASSOCIATION**  
Mike Landuyt  
1) Resolution Wolf Management

**10:15 a.m.**

- **SUMMIT CARBON SOLUTION DISCUSSION**  
Wade Mathiowetz, Ed Iverson, Anita Vogel, Dan Henricksen, John Valentine, Peg Forsoth

**10:45 a.m.**

- **BREAK**

**10:55 a.m.**

- **ENVIRONMENTAL**  
Nick Brozek  
1) Interim Use Permit #1-24- Pagel  
2) Set Final Hearing for Redetermination of CD 25  
3) Set Public Hearing to Consider Ordinance Amendment  
4) Plum Creek Park Gator Sale  
5) Declare 2012 Ford F-150 super cab excess property.

**11:15 a.m.**

- **ROAD & BRIDGE**  
Anthony Sellner  
1) Budget Report  
2) January Bills  
3) 2021 F550 Order Update  
4) 2021 F600 Order Update  
5) Historical Roadway Information  
6) Crack Seal material purchase  
7) Final payment to Everstrong Construction, Inc.  
8) Final payment to Knife River  
9) Lamberton Shop plumbing and gas line repairs  
10) Lamberton Shop electric repairs  
11) Lamberton Shop masonry repairs  
12) Resolution of support for the City of Lamberton  
13) Resolution to support Lower Sioux's CSAH 2 RAISE Grant Application

**11:45 a.m.**

- **ADMINISTRATION**  
1) 2024 Solid Waste Hauler Licenses

*Personnel Action Items:*

- 1) New Hire R. Lund
- 2) New Hire M. O'Leary

**Commissioner Items:**

- Resolution in opposition to redesigning the state flag and seal

Commissioners' Reports

**ADJOURN:**

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

OPEN FORUM PROCEDURES

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

**Zoom Attendance**

**Note:** *If interactive technology under section 13D.02 is used, each location must also be open and accessible to the public. Up to three times a year, a member of a public body may participate by interactive technology from a location that is not open and accessible to the public if the member is serving in the military and is at a required drill, deployed, or on active duty or the member has been advised by a health care professional against being in a public place for personal or family medical reasons during a health pandemic or other emergency.*

**Commissioner Virtual Attendance Locations:**

Commissioner Dennis Groebner (Redwood County): 2905 N. Conway Ave, Mission, Texas 78574

**OFFICIAL NOTICES/ UPCOMING MEETINGS**

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

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

February 21<sup>st</sup> –22<sup>nd</sup> – AMC Legislative Conference – St. Paul, MN

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

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

REDWOOD COUNTY, MINNESOTA

January 16, 2024

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

Present for all or portions of the meeting were Commissioners Dave Forkrud, Jim Salfer, Rick Wakefield, Dennis Groebner and Bob Van Hee. Also, present were Administrator Vicki Kletscher; Highway Engineer Anthony Sellner; Recorder Joyce Anderson; County Attorney Jenna Peterson; Auditor-Treasurer Jean Price; Technology Director Paul Parsons; Economic Development Coordinator Briana Mumme; Human Resources Coordinator Peter Brown; Sheriff Jason Jacobson; Southwest Health and Human Services Director Beth Wilms and Finance Director Lisa DeBoer; Silas Brinkmann, Kevin Passe and Ray Rivera.

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

Anderson, Passe, and Brinkmann were present for Open Forum and requested to discuss the upcoming vacancy in the Recorder's office due to Anderson's retirement. Brinkmann read a message from and on behalf of Jennifer Gilk and Matt Novak who were unable to attend.

On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the agenda.

Chair Salfer asked the Board members to identify any areas for which they had a Conflict of Interest. There were none.

**CONSENT AGENDA**

- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the following:
  - January 2<sup>nd</sup> Board Minutes
  - Payment of bills:

General Fund	\$ 602,877.12
Building Fund	\$ 53,842.56
Ditch Fund	\$ 9,554.29
Solid Waste Fund	\$ 545.25
Soil and Water Fund	\$ 15,061.75
Debt Service Fund	\$ 320.80
Road and Bridge Fund	\$ 134,618.32

**Bills exceeding \$2,000:**

<u>Vendor Name</u>	<u>Amount</u>
ADVANCED CORRECTIONAL HEALTHCAR	10,499.91
ALPHA WIRELESS COMMUNICATIONS CO	32,295.00
AREA II MN RIVER BASIN PROJECT	12,123.20
ASSN OF MN COUNTIES	17,117.00

AT-SCENE LLC	3,520.00
BENEDICT/RYAN	2,666.50
BROWN-LYON-REDWOOD DRUG TASK	70,320.25
CENTRALSQUARE TECHNOLOGIES LLC	42,939.53
HEPPNER CONSULTING INC	3,800.00
HEWITT/MICHAEL	12,395.25
HOUSTON ENGINEERING INC	4,000.00
KLABUNDE ELECTRIC INC	40,679.18
MATRIX COMMUNICATIONS INC	2,872.00
MINNESOTA ASSN OF SOIL AND WATER	7,077.92
MINNESOTA DEPARTMENT of CORRECTI	108,481.52
MJ MECHANICAL LLC	15,792.18
MN COUNTIES COMPUTER COOPERATIV	8,271.19
MN COUNTIES INTERGOVERNMENTAL T	321,670.00
MN COUNTY ATTORNEYS ASSN	3,925.00
OPG3	5,726.00
PETERSON/THOMAS	2,555.99
REDWOOD COUNTY HIGHWAY DEPT	6,119.13
REDWOOD-COTTONWOOD RIVERS CON	26,480.00
SOUTHWEST MINNESOTA HOUSING PAR	20,090.65
SOUTHWEST PRAIRIE TECHNICAL SERVI	3,363.65
THE MARKET AT REDWOOD LLC	8,731.70
63 Payments less than 2 0 0 0	21,887.34
<b>Final Total:</b>	<b>815,400.09</b>

<u>Vendor Name</u>	<u>Amount</u>
ALPHA WIRELESS COMMUNICATIONS CO	6,528.00
15 Payments less than 2 0 0 0	4,899.98
<b>Final Total:</b>	<b>11,427.98</b>

**EMPLOYEE RECOGNITION**

- The Board recognized Brian Pfarr, Soil & Water Resource Specialist for 5 years of Service to Redwood County.
- The Board recognized Kurt Mathiowetz, Soil & Water Quality Technician for 5 years of Service to Redwood County.

**ROAD AND BRIDGE**

- On motion by Van Hee, second by Groebner, the Board voted unanimously to approve the January 2023 Road & Bridge Bills.

<u>Vendor Name</u>	<u>Amount</u>
BOLTON & MENK INC	21,341.00
CRYSTEEL TRUCK EQUIPMENT INC	8,416.00
NEWMAN SIGNS INC	3,033.13
WIDSETH SMITH NOLTING & ASSOCIATE	59,324.23
12 Payments less than 2 0 0 0	6,800.52
<b>Final Total:</b>	<b>98,914.88</b>

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve the final payment to R & G Construction Company for the 2022-2023 CSAH 1 City of Clements Reconstruction project SAP 064-601-017 in the amount of \$19,700.

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve an out-of-state travel request for Matt Guetter to attend workshop in Fargo, ND from March 11-13, 2024, in the amount of \$651.39.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the Highway Department Budget Video.
- On motion by Van Hee, second by Forkrud, in a roll call vote with Forkrud, Salfer, Van Hee, Wakefield, and Groebner all voting aye, the Board adopted the following resolution:

**WHEREAS**, Redwood County has applied to the Commissioner of Transportation for a grant from the State Program for IJJA Assistance; and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS**, the amount of the grant has been determined to be \$30,000.00 by reason of the lowest responsible bid;

**NOW THEREFORE BE IT RESOLVED**, that Redwood County does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate, and will return any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve the \$30,000 IJJA Technical Assistance Grant to re-apply for the CSAH 2 RAISE Grant for CSAH 2 from Morgan to CSAH 11 mill and overlay reconstruction.

**AUDITOR-TREASURER**

- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the following consent agenda: Cash Balance Report; Investment Summary; Budget Reports, and December 2023 Disbursements in the amount of \$789,260.12.
- Bills exceeding \$2,000:

**Warrants Approved On 12/04/2023 For Payment 12/04/2023.**

<u>Vendor Name</u>	<u>Amount</u>
MN COMMISSION OF FINANCE	4,569.00
9 Payments less than 2 0 0 0	2,181.04
<b>Final Total:</b>	<b>6,750.04</b>

**Warrants Approved for Payment 12/07/2023.**

<u>Vendor Name</u>	<u>Amount</u>
FARMWARD COOPERATIVE	2,072.89
10 Payments less than 2000	3,274.30
<b>Final Total:</b>	<b>5,347.19</b>

**Warrants Approved On 12/11/2023 For Payment 12/11/2023.**

<u>Vendor Name</u>	<u>Amount</u>
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REDWOOD SOIL & WATER CONS DIST	167,874.00
10 Payments less than 2 0 0 0	3,066.94
<b>Final Total:</b>	<b>170,940.94</b>

**Warrants Approved for Payment 12/11/2023.**

<u>Vendor Name</u>	<u>Amount</u>
BLUE CROSS BLUE SHIELD OF MINNESO	18,874.70
BLUE CROSS BLUE SHIELD OF MINNESO	15,289.66
BLUE CROSS BLUE SHIELD OF MINNESO	22,528.98
BLUE CROSS BLUE SHIELD OF MINNESO	58,412.01
DOUBLE D GRAVEL INC & JOSEPH GROVE	19,767.70
GREAT PLAINS NATURAL GAS CO	3,458.81
MINNESOTA DEPARTMENT of REVENUE	43,492.20
REDWOOD COUNTY LICENSE CENTER	3,444.70
REDWOOD COUNTY LICENSE CENTER	2,343.98
REDWOOD COUNTY LICENSE CENTER	2,297.75
REDWOOD FALLS PUBLIC UTILITIES	5,799.79
REDWOOD FALLS PUBLIC UTILITIES	3,973.95
WEX LEAP	7,825.69
WEX LEAP	7,825.21
40 Payments less than 2 0 0 0	14,876.38
<b>Final Total:</b>	<b>230,211.51</b>

**Warrants Approved for Payment 12/13/2023.**

<u>Vendor Name</u>	<u>Amount</u>
FARMWARD COOPERATIVE	14,338.35
OLSON CHEVROLET	60,295.34
3 Payments less than 2000	900.28
<b>Final Total:</b>	<b>75,533.97</b>

**Warrants Approved On 12/18/2023 For Payment 12/18/2023.**

<u>Vendor Name</u>	<u>Amount</u>
6 Payments less than 2 0 0 0	1,305.17
<b>Final Total:</b>	<b>1,305.17</b>

**Warrants Approved for Payment 12/20/2023.**

<u>Vendor Name</u>	<u>Amount</u>
BLACKSTRAP INC	9,559.41
ENERGY SOLUTION PARTNERS, LLC	17,923.08
JOHN RILEY CONSTRUCTION INC	49,266.93
MIDWEST CONTRACTING LLC	8,603.47
5 Payments less than 2 0 0 0	595.20
<b>Final Total:</b>	<b>85,948.09</b>

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

<u>Vendor Name</u>	<u>Amount</u>
BAUNE PLUMBING & HEATING INC	14,254.06
METLIFE	4,177.38
MINNESOTA VALLEY SNOW-RIDERS	41,412.37
REDWOOD SOIL & WATER CONS DIST	10,000.00
SOUTHWEST HEALTH & HUMAN SERVICE	67,562.67
17 Payments less than 2 0 0 0	4,932.47
<b>Final Total:</b>	<b>142,338.95</b>

**Warrants Approved On 12/28/2023 For Payment 12/29/2023.**

<u>Vendor Name</u>	<u>Amount</u>
CE LLC dba CE CONTRACT	6,580.00
CORELOGIC TAX SERVICE	4,428.00
DAKOTA COUNTY FINANCIAL SERVICES	7,475.00



REDWOOD COUNTY AUD-TREAS	15,000.00
SALONEK CONCRETE & CONSTRUCTION	5,620.00
SCHMIDT CONSTRUCTION INC	6,015.00
8     Payments less than 2 0 0 0	2,318.88
<b>Final Total:</b>	<b>47,436.88</b>

**Warrants Approved for Payment 12/29/2023.**

<u>Vendor Name</u>	<u>Amount</u>
REDWOOD FALLS PUBLIC UTILITIES	2,110.62
5     Payments less than 2 0 0 0	2,241.72
<b>Final Total:</b>	<b>4,352.34</b>

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

<u>Vendor Name</u>	<u>Amount</u>
COUNTY OF NOBLES	2,600.00
JAVENS MECHANICAL CONTRACTING CO	6,393.00
STEVE & SON'S LLC	3,630.00
13     Payments less than 2 0 0 0	6,472.04
<b>Final Total:</b>	<b>19,095.04</b>

- Appointed Commissioner Forkrud and Salfer to serve on the Canvassing Board for the upcoming March 5, 2024, PNP Election on Thursday, March 7<sup>th</sup> at 10:00 a.m.
- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the transfer of 2023 interest from the General Fund to the R & B fund in the amount of \$362,089.12 and the Soil & Water fund in the amount of \$34,615.78.

**SOUTHWEST HEALTH AND HUMAN SERVICES**

- Wilms and DeBoer presented an overview of the 2023 financial status and activities of Southwest Health and Human Services.

**COUNTY ATTORNEY**

- On motion by Forkrud, second by Groebner, the Board voted unanimously to set Public Hearing for proposed County Cannabis and Tobacco Ordinance for March 5, 2024, at 9:00 a.m.
- Board discussed timelines on contract reviews with County Attorney Peterson.

**SHERIFF**

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

**WHEREAS**, Rustic Acres/Dave and Rosie Petty wishes to donate \$250.00 to Redwood County Sheriff’s Office and;

**WHEREAS**, the Sheriff’s Office will utilize the donation of \$250.00 for the purpose of a K9 program and/or equipment; and

**WHEREAS**, the Board of Commissioners appreciates the generosity of Rustic Acres/Dave and Rosie Petty in supporting the Redwood County Sheriff’s Office;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners hereby approves the acceptance of \$250.00 from Rustic Acres/Dave and Rosie Petty to the Redwood County Sheriff's Office, on behalf of the County.

- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the 2024 MN DNR Federal Boating Equipment Grant in the amount of \$530.00.
- The Board reviewed the December 2023 Jail Population.
- The Board reviewed the Sentence to Service Program Quarterly Report for October-December 2023.

### **TECHNOLOGY**

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the 2024 Morris Electronics support Contract in the amount of \$14,000 for one year, and one visit per month ending on 12/31/24.

### **ECONOMIC DEVELOPMENT**

- On motion by Van Hee, second by Wakefield, with Forkrud voting Nay, the Board voted to approve the Countywide Comprehensive Housing Study Proposal from Bolton & Menk in the amount of \$35,000 to be funded with reserve funds remaining from Westlake Properties project.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the EDA revolving loan Fund recommendation to Mind, Body, Spirit Wellness LLC in the amount of \$55,000.

### **ADMINISTRATION**

- On motion by Wakefield, second by Groebner, the Board voted unanimously to adopt the 2024 Redwood County Fee Schedule with License Center additions.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve Redwood River One Watershed One Plan Memorandum of Agreement.
- Chair Salfer appointed Commissioner Wakefield as delegate and Commissioner Groebner as alternate to the Redwood River One Watershed One Plan Committee.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to Set a Public Hearing for February 6, 2024, at 9:00 a.m. to consider changing the office of Recorder from elected to appointed.

#### *Personnel*

- On motion by Salfer, second by Forkrud, the Board voted unanimously to acknowledge the resignation of Dean Martin, Assistant Building Maintenance Supervisor effective January 19, 2024.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to Transfer Beau Knutson from Part Time Dispatcher to Full Time Dispatcher for the Sheriff's Department effective January 22, 2024.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to hire Roy Maras as Part Time Veteran Services Driver for the VSO office and be placed on the 2024 AFSCME Salary Schedule at Grade 6/Step 1 at \$17.33 per hour effective January 17, 2024.

- On motion by Forkrud, second by Van Hee, the Board voted unanimously to hire Wyatt Krick as a Full Time Deputy Sheriff for the Redwood County Sheriff’s Department and be placed on Deputy Sheriff I Grade/Step 1 at \$28.01 per hour, effective January 17, 2024.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to Set Highway Maintenance Weed Sprayer job description at Grade 11.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve Nyhart Service Agreement renewal for actuarial valuation report for GASB 75 through December 21, 2025.
- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve renewal of Employer Service Consulting Agreement with Marsh and McLennan Agency.

**COMMISSIONERS**

- The Board reviewed the 2024 Committee Appointments.
- The commissioners reported on meetings they attended:

VanHee: Fair Board, Prime West, Economic Development

Groebner: Redwood Renville Solid Waste Authority, Soil & Water

Forkrud: Redwood Renville Solid Waste Authority

Wakefield: Redwood Cottonwood Rivers Control Area II, Economic Development

**ADJOURN**

- Chair Salfer adjourned the meeting at 11:10 a.m.

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

Attest: \_\_\_\_\_  
Vicki Kletscher  
County Administrator

COMMISSIONERS ABSTRACT:

February 6, 2024

	Meals Payable	Salaries Payable	Accounts Payable	Credit Card
GENERAL FUND			\$246,253.95	\$12,411.03
BUILDING FUND				
DITCH FUND			\$430,095.41	
SOLID WASTE FUND			\$2,500.00	
SOIL & WATER			\$28,863.75	
FORFEITED TAX SALE				
DEBT SERVICE FUND				
HEALTH FUND				
HUMAN SERVICES FUND				
R & B FUND				\$913.47
STATE REVENUE			\$380.00	
INSURANCE				
<b>TOTALS</b>	\$0.00	\$0.00	\$708,093.11	\$13,324.50

MEALS PAYABLE 182-3					
EMPLOYEE	# of	REVENUE	DITCH 15-611	SOLID WASTE 22-391	INSURANCE
<b>TOTALS</b>		\$0.00	\$0.00	\$0.00	\$0.00

SALARIES PAYABLE				
	REVENUE	DITCH	SOLID WASTE	date
(PERA YES)	187-0	15-611-182-0	22-391-188-0	
(PERA NO)	187-3	15-611-190-3	22-391-188-3	
David Forkrud #120	Y N			
DennisGroebner #118	Y N			
Robert VanHee #119	Y N			
Jim Salfer #117	Y N			
Rick Wakefiled	Y N			
Jean Price ext 01-602 #316	Y N			
<b>TOTALS</b>	\$ -	\$ -	\$ -	

APPROVED AND ORDERED PAID BY ORDER OF THE BOARD OF REDWOOD COUNTY COMMISSIONERS ON THIS 6TH DAY OF FEBRUARY 2024.

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

RACHELW  
2/2/24 2:32PM

\*\*\* **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 Acct	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
23	DEPT			LAW LIBRARY			
54	55801 MATTHEW BENDER & CO INC	AP	53.61	LAW BOOKS SHIPPING 12/18/2023 12/18/2023	39863778	MISCELLANEOUS	N
	<b>55801 MATTHEW BENDER &amp; CO INC</b>		<b>53.61</b>	<b>1 Transactions</b>			
102	93610 THOMSON REUTERS - WEST OR WEST	AP	696.40	2023 DEC - WEST INFO CHARGES 12/01/2023 12/31/2023	849519471	MISCELLANEOUS	N
	<b>93610 THOMSON REUTERS - WEST OR WEST</b>		<b>696.40</b>	<b>1 Transactions</b>			
23	<b>DEPT Total:</b>		<b>750.01</b>	<b>LAW LIBRARY</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
31	DEPT			COUNTY ADMINISTRATION			
1	65 ACE OF SOUTHWEST MINNESOTA		9,298.00	2024 - 1ST QTR APPROPRIATIONS 01/01/2024 03/31/2024	Q12024	RSVP CONTRACTED SALARIES	N
	<b>65 ACE OF SOUTHWEST MINNESOTA</b>		<b>9,298.00</b>	<b>1 Transactions</b>			
11	13055 COLUMN SOFTWARE PBC		262.71	SUMMARY BUDGET STATEMENT 01/18/2024 01/18/2024	1F46724E-0023	PRINTING & PUBLISHING	N
12	01-031-000-0000-6230		239.23	12/26 BOARD MTG 01/18/2024 01/18/2024	1F46724E-0024	PRINTING & PUBLISHING	N
14	01-031-000-0000-6230		218.20	APPOINTED RECORDER INTENT 01/18/2024 01/18/2024	1F46724E-0026	PRINTING & PUBLISHING	N
13	01-031-000-0000-6230		70.82	01/02 BOARD MTG 01/18/2024 01/18/2024	1F4672E-0025	PRINTING & PUBLISHING	N
	<b>13055 COLUMN SOFTWARE PBC</b>		<b>790.96</b>	<b>4 Transactions</b>			
31	23503 ESTEBO FRANK MUNSHOWER LTD	AP	60.00	2023 DEC - JTVK JV 23124 12/05/2023 12/05/2023	43981	COURT APPOINTED ATTORNEYS	Y
37	01-031-000-0000-6266	AP	20.00	2023 DEC - AAT JV2354 12/21/2023 12/21/2023	43983	COURT APPOINTED ATTORNEYS	Y
36	01-031-000-0000-6266	AP	40.00	2023 NOV-DEC - AW JV233 11/13/2023 12/05/2023	43984	COURT APPOINTED ATTORNEYS	Y
33	01-031-000-0000-6266	AP	320.00	2023 OCT-DEC - MLI JV23132 10/30/2023 12/26/2023	43985	COURT APPOINTED ATTORNEYS	Y

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



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

1 GENERAL

Vendor No.	Name	Account/Formula	Accr	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
					Service Dates	Paid On Bhf #	On Behalf of Name	
34		01-031-000-0000-6266	AP	350.00	2023 OCT-DEC - RDW PR23743 10/26/2023 12/13/2023	43986	COURT APPOINTED ATTORNEYS	Y
32		01-031-000-0000-6266	AP	380.00	2023 DEC - BKN JV23133 12/07/2023 12/21/2023	43987	COURT APPOINTED ATTORNEYS	Y
35		01-031-000-0000-6266	AP	40.00	2023 NOV-DEC - DKDMH JV23149 11/15/2023 12/13/2023	43988	COURT APPOINTED ATTORNEYS	Y
<b>23503</b>	<b>ESTEBO FRANK MUNSHOWER LTD</b>			<b>1,210.00</b>		<b>7</b>	<b>Transactions</b>	
74883	<b>QUARNSTROM &amp; DOERING PA</b>							
73		01-031-000-0000-6266	AP	35.00	2023 DEC - DTL JV2259 12/03/2023 12/18/2023	85891	COURT APPOINTED ATTORNEYS	Y
<b>74883</b>	<b>QUARNSTROM &amp; DOERING PA</b>			<b>35.00</b>		<b>1</b>	<b>Transactions</b>	
79197	<b>RUNCHEY LOUWAGIE &amp; WELLMAN PLLP</b>							
79		01-031-000-0000-6266	AP	40.00	2023 DEC - BR PR23669 12/05/2023 12/28/2023	19967	COURT APPOINTED ATTORNEYS	Y
78		01-031-000-0000-6266	AP	60.00	2023 DEC - TN JV3268 12/27/2023 12/29/2023	20016	COURT APPOINTED ATTORNEYS	Y
<b>79197</b>	<b>RUNCHEY LOUWAGIE &amp; WELLMAN PLLP</b>			<b>100.00</b>		<b>2</b>	<b>Transactions</b>	
<b>31</b>	<b>DEPT Total:</b>			<b>11,433.96</b>	<b>COUNTY ADMINISTRATION</b>	<b>5</b>	<b>Vendors</b>	<b>15 Transactions</b>
<b>41</b>	<b>DEPT</b>				<b>AUDITOR-TREASURER</b>			
2755	<b>AMERICAN SOLUTIONS FOR BUSINESS</b>							
2		01-041-000-0000-6401	AP	3,594.85	2023 TNT NOTICES 12/06/2023 12/06/2023	07052368	OFFICE SUPPLIES & EQUIPMENT MAI N	
<b>2755</b>	<b>AMERICAN SOLUTIONS FOR BUSINESS</b>			<b>3,594.85</b>		<b>1</b>	<b>Transactions</b>	
13235	<b>COUNTIES PROVIDING TECHNOLOGY</b>							
20		01-041-000-2758-6401		120.00	2024 JAN - TAX WEB HOST 01/01/2024 01/31/2024	1845	OFFICE SUPPLIES	N
<b>13235</b>	<b>COUNTIES PROVIDING TECHNOLOGY</b>			<b>120.00</b>		<b>1</b>	<b>Transactions</b>	
64868	<b>ONE OFFICE SOLUTION</b>							
68		01-041-000-0000-6401		206.54	HOLE PUNCH, TAPE, POST IT, ENV 01/16/2024 01/16/2024	RWCAUD	OFFICE SUPPLIES & EQUIPMENT MAI N	
<b>64868</b>	<b>ONE OFFICE SOLUTION</b>			<b>206.54</b>		<b>1</b>	<b>Transactions</b>	

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

1	GENERAL	Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
		No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
41	<b>DEPT Total:</b>			<b>3,921.39</b>	<b>AUDITOR-TREASURER</b>	<b>3 Vendors</b>	<b>3 Transactions</b>
42	DEPT			ASSESSOR			
	13235	<b>COUNTIES PROVIDING TECHNOLOGY</b>					
21		01-042-000-2758-6401		365.00	2024 JAN - TAX WEB HOST	1845	OFFICE SUPPLIES N
					01/01/2024 01/31/2024		
	<b>13235</b>	<b>COUNTIES PROVIDING TECHNOLOGY</b>		<b>365.00</b>	<b>1 Transactions</b>		
42	<b>DEPT Total:</b>			<b>365.00</b>	<b>ASSESSOR</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
61	DEPT			ADMINISTRATOR			
	3402	<b>ASSN OF MN COUNTIES</b>					
4		01-061-000-0000-6242		125.00	2024 MCHRMA DUES	8672	DUES & REGISTRATION FEES N
					01/01/2024 12/31/2024		
	<b>3402</b>	<b>ASSN OF MN COUNTIES</b>		<b>125.00</b>	<b>1 Transactions</b>		
61	<b>DEPT Total:</b>			<b>125.00</b>	<b>ADMINISTRATOR</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
63	DEPT			ELECTIONS			
	18655	<b>DS SOLUTIONS INC</b>					
29		01-063-000-0000-6898		3,528.00	PRE-MARKED TEST DECK 03/05	13538	PRESIDENTIAL NOMINATON PRIMAR' N
					01/20/2024 01/20/2024		
	<b>18655</b>	<b>DS SOLUTIONS INC</b>		<b>3,528.00</b>	<b>1 Transactions</b>		
	57952	<b>MINNESOTA DEPARTMENT OF HUMAN SEI</b>					
60		01-063-000-0000-6899 DTG		74.68	2023 DEC - PRINT MAIL SERVICE	A300IC64251I	MISCELLANEOUS N
					12/01/2023 12/31/2023		
	<b>57952</b>	<b>MINNESOTA DEPARTMENT OF HUMAN SEI</b>		<b>74.68</b>	<b>1 Transactions</b>		
	64868	<b>ONE OFFICE SOLUTION</b>					
69		01-063-000-0000-6899		256.41	POCKET FILES	RWCAUD	MISCELLANEOUS N
					01/19/2024 01/19/2024		
	<b>64868</b>	<b>ONE OFFICE SOLUTION</b>		<b>256.41</b>	<b>1 Transactions</b>		
	80538	<b>SEACHANGE PRINT INNOVATIONS</b>					
83		01-063-000-0000-6898		8,938.49	PNP BALLOTS, TEST DECK 03/05	42747	PRESIDENTIAL NOMINATON PRIMAR' N
					01/22/2024 01/22/2024		
82		01-063-000-0000-6898		2,178.80	OMNI BALLOT PROGRAMMING 03/05	42799	PRESIDENTIAL NOMINATON PRIMAR' N



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80538	SEACHANGE PRINT INNOVATIONS		11,117.29	01/25/2024 01/25/2024 2 Transactions			
63	<b>DEPT Total:</b>		<b>14,976.38</b>	<b>ELECTIONS</b>	<b>4 Vendors</b>	<b>5 Transactions</b>	
64	DEPT 13235 <b>COUNTIES PROVIDING TECHNOLOGY</b>			COMPUTER			
19	01-064-000-0000-6264		4,255.00	2024 JAN - DATA PROCESSING 01/01/2024 01/31/2024 1 Transactions	1845	PROGRAMMING EXPENSES	N
64	<b>DEPT Total:</b>		<b>4,255.00</b>	<b>COMPUTER</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
91	DEPT 13371 <b>COUNTY OF FARIBAULT - SHERIFF</b>			ATTORNEY			
18	01-091-000-0000-6271		65.00	SUBPOENA SERVICE 01/29/2024 01/29/2024 1 Transactions	2024-23	SUBPOENA SERVICE	N
22	13562 <b>COUNTY OF LYON - SHERIFF</b>						
22	01-091-000-0000-6271		70.00	SUBPOENA SERVICE 01/30/2024 01/30/2024 1 Transactions	2024-39	SUBPOENA SERVICE	N
26	13863 <b>COUNTY OF STEARNS - SHERIFF</b>						
26	01-091-000-0000-6271		70.00	SUBPOENA SERVICE 01/14/2024 01/14/2024 1 Transactions	161	SUBPOENA SERVICE	N
27	13911 <b>COUNTY OF WATONWAN - SHERIFF</b>						
27	01-091-000-0000-6271		65.00	SUBPOENA SERVICE 01/23/2024 01/23/2024 1 Transactions	24010049	SUBPOENA SERVICE	N
50	32069 <b>HAEN/JODI</b>						
50	01-091-000-0000-6293		51.00	TRANSCRIPTS - 64-CR-21-98 01/25/2024 01/25/2024	213	TRANSCRIPTS	Y



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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
32069	HAEN/JODI		51.00		1 Transactions		
53	51502 LG PRINCIPLES LLC 01-091-000-0000-6271	AP	491.26	EXPERT WITNESS TESTIMONY 02/16/2022 12/14/2023	30	SUBPOENA SERVICE	Y
	51502 LG PRINCIPLES LLC		491.26		1 Transactions		
84	82467 SMITH & JOHNSON 01-091-821-2718-6266		4,125.00	2024 JAN - REV REPLACE 6.1 01/01/2024 01/31/2024	STMT	ARPA: COURT APPOINTED ATTORNE	Y
	82467 SMITH & JOHNSON		4,125.00		1 Transactions		
91	<b>DEPT Total:</b>		<b>4,937.26</b>	<b>ATTORNEY</b>	<b>7 Vendors</b>	<b>7 Transactions</b>	
101	DEPT 32001 H & L PRINTING SERVICE			RECORDER			
49	01-101-000-0000-6401	AP	94.00	ENVELOPES 09/13/2023 09/13/2023	68943	OFFICE SUPPLIES & EQUIPMENT MAI	Y
	32001 H & L PRINTING SERVICE		94.00		1 Transactions		
67	63675 NORTHSTAR COMPUTER FORMS INC 01-101-000-0000-6401		385.64	VITAL STATS SECURITY PAPER 01/22/2024 01/22/2024	51258674	OFFICE SUPPLIES & EQUIPMENT MAI	N
	63675 NORTHSTAR COMPUTER FORMS INC		385.64		1 Transactions		
104	88990 TRIMIN SYSTEMS INC 01-101-000-2754-6401		22,292.00	2024 GOLD MAINTENANCE 02/14/2024 02/14/2025	51548	OFFICE SUPPLIES	N
	88990 TRIMIN SYSTEMS INC		22,292.00		1 Transactions		
101	<b>DEPT Total:</b>		<b>22,771.64</b>	<b>RECORDER</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
118	DEPT 13037 COLE PAPERS INC			COURTHOUSE MAINTENANCE			
10	01-118-000-0000-6410	AP	336.98	PT, TP, GARBAGE BAGS 12/28/2023 12/28/2023	10388570	FLOOR & CLEANING SUPPLIES	N
9	01-118-000-0000-6410		1,057.62	MOP, PT, TP, CLEANER, ICE MELT 01/25/2024 01/26/2024	65676000	FLOOR & CLEANING SUPPLIES	N

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13037	COLE PAPERS INC		1,394.60		2 Transactions		
20730	ECOWATER SYSTEMS OF REDWOOD FALL						
30	01-118-000-0000-6251		57.25	SOFTENER SALT - JC 01/25/2024 01/25/2024	117294	UTILITIES - COURTHOUSE/JC	N
20730	ECOWATER SYSTEMS OF REDWOOD FALL		57.25		1 Transactions		
27425	G & R CONTROLS INC						
39	01-118-000-0000-6301		10,085.00	2024 1ST QTR MAINT AGREEMENT 01/01/2024 03/31/2024	S10948	EQUIPMENT & BUILDING MAINTENAN	N
27425	G & R CONTROLS INC		10,085.00		1 Transactions		
57500	MEI TOTAL ELEVATOR SOLUTIONS						
58	01-118-000-0000-6301 AP		1,864.50	ELEVATOR SERVICE CALL 12/08/2023 12/08/2023	1050422	EQUIPMENT & BUILDING MAINTENAN	N
57500	MEI TOTAL ELEVATOR SOLUTIONS		1,864.50		1 Transactions		
80180	SCHMIDT CONSTRUCTION INC						
81	01-118-000-0000-6301 AP		575.00	REMOVE CONCRETE, CUT GRATE 12/30/2023 12/30/2023	2023123000	EQUIPMENT & BUILDING MAINTENAN	N
80180	SCHMIDT CONSTRUCTION INC		575.00		1 Transactions		
83292	SOUTHWEST GLASS CENTER, INC						
88	01-118-000-0000-6301 AP		1,023.80	REPAIR HANDICAP DOOR - PH 12/19/2023 12/19/2023	110697	EQUIPMENT & BUILDING MAINTENAN	N
83292	SOUTHWEST GLASS CENTER, INC		1,023.80		1 Transactions		
83965	SUMMIT FIRE PROTECTION						
96	01-118-000-0000-6254 AP		551.00	FIRE ALARM INSPECTION - GC 12/12/2023 12/12/2023	150038051	UTILITIES - GOVERNMENT CENTER	N
100	01-118-000-0000-6254 AP		332.00	FIRE EXTINGUISHER INSPECT - GC 12/13/2023 12/13/2023	150038140	UTILITIES - GOVERNMENT CENTER	N
101	01-118-000-0000-6251		576.00	FIRE ALARM INSPECTION - JC 01/26/2024 01/26/2024	150039986	UTILITIES - COURTHOUSE/JC	N
83965	SUMMIT FIRE PROTECTION		1,459.00		3 Transactions		
99290	ZIEGLER INC						
107	01-118-000-0000-6611		4,118.52	SKID TRACKS 01/17/2024 01/17/2024	001327737	CAPITAL OUTLAY (\$500-\$4,999)	N

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99290	ZIEGLER INC				4,118.52							
							1 Transactions					
118	<b>DEPT Total:</b>				20,577.67	<b>COURTHOUSE MAINTENANCE</b>		<b>8 Vendors</b>			<b>11 Transactions</b>	
129	DEPT					VETERAN SERVICE OFFICER						
10058	CANON FINANCIAL SERVICES INC											
7		01-129-000-0000-6202			72.03	2024 JAN - COPIER LEASE		31914696		TELEPHONE/FAX EXPENSE		N
						01/01/2024	01/31/2024					
							1 Transactions					
129	<b>DEPT Total:</b>				72.03	<b>VETERAN SERVICE OFFICER</b>		<b>1 Vendors</b>			<b>1 Transactions</b>	
201	DEPT					SHERIFF						
10413	CENTRACARE HEALTH SYSTEM											
8		01-201-000-0000-6355	AP		49.84	INMATE MEDICAL - NP		STMT		BOARDING PRISONER MEDICAL EXPI		6
						10/24/2023	10/24/2023					
							1 Transactions					
10413	CENTRACARE HEALTH SYSTEM				49.84							
13800	COUNTY OF RENVILLE											
24		01-201-000-0000-6354	DTG		17,859.43	2023 DEC - INMATE BOARDING		10702		BOARDING PRISONERS		N
						12/01/2023	12/31/2023					
25		01-201-000-0000-6355	DTG		2,398.57	2023 DEC - INMATE MEDICAL		10702		BOARDING PRISONER MEDICAL EXPI		N
						12/01/2023	12/31/2023					
							2 Transactions					
13800	COUNTY OF RENVILLE				20,258.00							
15458	DESIGNER CARE CO LTD											
28		01-201-000-0000-6407			1,734.04	DISPOSABLE GLOVES		40502		JAIL EXPENSES		N
						01/04/2024	01/04/2024					
							1 Transactions					
15458	DESIGNER CARE CO LTD				1,734.04							
25810	FLEET SERVICES DIVISION-DEPT OF ADMI											
38		01-201-000-0000-6343	DTG		7,351.16	2023 DEC - PATROL CAR LEASE		2024060032		PATROL CAR LEASE		N
						12/01/2023	12/31/2023					
							1 Transactions					
25810	FLEET SERVICES DIVISION-DEPT OF ADMI				7,351.16							
27495	GALLS LLC											
42		01-201-000-0000-6302			633.46	NEW HIRE UNIFORM - CF		026690813		POLICE EQUIPMENT MAINTENANCE		Y
						01/03/2024	01/03/2024					



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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
40	01-201-000-0000-6302		660.02	NEW HIRE UNIFORM - CF&WK 01/15/2024 01/18/2024	1001728234	POLICE EQUIPMENT MAINTENANCE	Y
41	01-201-000-0000-6302	AP	1,289.30	NEW HIRE UNIFORM - CF 12/29/2023 12/30/2023	1001728234	POLICE EQUIPMENT MAINTENANCE	Y
<b>27495</b>	<b>GALLS LLC</b>		<b>2,582.78</b>	<b>3 Transactions</b>			
43	27545 GARCIA CLINICAL LABORATORY INC 01-201-000-0000-6355		20.00	INMATE MEDICAL - JG 01/04/2024 01/04/2024	67473	BOARDING PRISONER MEDICAL EXPI	N
<b>27545</b>	<b>GARCIA CLINICAL LABORATORY INC</b>		<b>20.00</b>	<b>1 Transactions</b>			
51	42390 JESSE'S COLLISION & RESTORATION LLC 01-201-000-0000-6343		4,404.87	PARTS, LABOR, PAINT 01/10/2024 01/10/2024	5482	PATROL CAR LEASE	N
<b>42390</b>	<b>JESSE'S COLLISION &amp; RESTORATION LLC</b>		<b>4,404.87</b>	<b>1 Transactions</b>			
55	55790 MAVERICK DRONE SYSTEMS LLC 01-201-000-0000-6302	AP	7,704.98	DJI MATRICE 210 12/13/2023 12/13/2023	11845	POLICE EQUIPMENT MAINTENANCE	Y
<b>55790</b>	<b>MAVERICK DRONE SYSTEMS LLC</b>		<b>7,704.98</b>	<b>1 Transactions</b>			
56	55924 MCKESSON MEDICAL-SURGICAL 01-201-000-0000-6355		152.59	2024 JAN - MEDICAL SUPPLIES 01/16/2024 01/17/2024	21590050&1117	BOARDING PRISONER MEDICAL EXPI	N
<b>55924</b>	<b>MCKESSON MEDICAL-SURGICAL</b>		<b>152.59</b>	<b>1 Transactions</b>			
59	57060 MID-STATES ORGANIZED CRIME INFO CEN 01-201-000-0000-6242		150.00	2024 MEMBERSHIP FEE 01/01/2024 12/31/2024	0003910-IN	DUES & REGISTRATION FEES	N
<b>57060</b>	<b>MID-STATES ORGANIZED CRIME INFO CEN</b>		<b>150.00</b>	<b>1 Transactions</b>			
61	57700 MINNESOTA SHERIFFS ASSOCIATION 01-201-000-0000-6242		2,824.78	2024 ANNUAL SHERIFF DUES 01/01/2024 12/31/2024	24-0064	DUES & REGISTRATION FEES	N
62	01-201-000-0000-6242		2,776.76	2024 LEXIPOL DUES 01/01/2024 12/31/2024	24-0151	DUES & REGISTRATION FEES	N
63	01-201-000-0000-6242		1,034.47	2024 ICLD PROJECT 01/01/2024 12/31/2024	24-0238	DUES & REGISTRATION FEES	N

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<b>57700</b>	<b>MINNESOTA SHERIFFS ASSOCIATION</b>		<b>6,636.01</b>		<b>3</b> Transactions		
65	58700 MORRIS ELECTRONICS INC 01-201-000-0000-6242		1,586.25	2024 PHONEFACTOR LICENSE 01/01/2024 12/31/2024	6168	DUES & REGISTRATION FEES	N
	<b>58700 MORRIS ELECTRONICS INC</b>		<b>1,586.25</b>		<b>1</b> Transactions		
66	24590 NELSONS SALVAGE & TOWING INC 01-201-000-0000-6343		90.00	TOW VEHICLE 01/16/2024 01/16/2024	0046483	PATROL CAR LEASE	N
	<b>24590 NELSONS SALVAGE &amp; TOWING INC</b>		<b>90.00</b>		<b>1</b> Transactions		
72	71900 PLUNKETT'S PEST CONTROL INC 01-201-000-0000-6301		58.98	PEST CONTROL - LEC 01/03/2024 01/03/2024	8378971	EQUIPMENT & BUILDING MAINTENAN	N
	<b>71900 PLUNKETT'S PEST CONTROL INC</b>		<b>58.98</b>		<b>1</b> Transactions		
74	74900 QUILL LLC 01-201-000-0000-6401		305.10	CLIPBOARDS, FILE POCKETS, POST 01/04/2024 01/08/2024	894555	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>74900 QUILL LLC</b>		<b>305.10</b>		<b>1</b> Transactions		
85	82480 SMZ TOWING 01-201-000-0000-6404		340.00	TOW VEHICLE - ICR#24100468 01/18/2024 01/18/2024	1155	INVESTIGATION EXPENSES	Y
	<b>82480 SMZ TOWING</b>		<b>340.00</b>		<b>1</b> Transactions		
87	83021 SOUTHERN MN EMS EDUCATION LLC 01-201-000-0000-6242		1,840.00	REG @ EMR REFRESHER 01/02/2024 01/02/2024	1289	DUES & REGISTRATION FEES	Y
86	01-201-000-0000-6242		600.00	REG @ CPR, FA X 8 01/24/2024 01/24/2024	1297	DUES & REGISTRATION FEES	Y
	<b>83021 SOUTHERN MN EMS EDUCATION LLC</b>		<b>2,440.00</b>		<b>2</b> Transactions		
95	83302 SOUTHWEST SALES & SERVICE 01-201-000-0000-6343 AP		667.56	TIRES - 2020 TAHOE 09/01/2023 09/01/2023	18850	PATROL CAR LEASE	N
91	01-201-000-0000-6343		483.65	SEAT BELT REPAIR - EXPLORER 01/09/2024 01/09/2024	20223	PATROL CAR LEASE	N

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92	01-201-000-0000-6343		30.00	TIRE REPAIR - EXPLORER 01/09/2024 01/09/2024	20228	PATROL CAR LEASE	N
94	01-201-000-0000-6343		734.44	TIRES - 2021 EXPLORER 01/18/2024 01/18/2024	20320	PATROL CAR LEASE	N
93	01-201-000-0000-6343		138.00	SIREN FUSE 01/22/2024 01/22/2024	20346	PATROL CAR LEASE	N
90	01-201-000-0000-6565		87.38	OIL CHANGE - 2018 CHEVY 01/29/2024 01/29/2024	20423	PATROL CAR EXPENSES-OWNED	N
<b>83302</b>	<b>SOUTHWEST SALES &amp; SERVICE</b>		<b>2,141.03</b>	<b>6 Transactions</b>			
83965	<b>SUMMIT FIRE PROTECTION</b>						
99	01-201-000-0000-6301		848.00	FIRE ALARM INSPECTION - LEC 01/22/2024 01/22/2024	150039657	EQUIPMENT & BUILDING MAINTENAN	N
<b>83965</b>	<b>SUMMIT FIRE PROTECTION</b>		<b>848.00</b>	<b>1 Transactions</b>			
84150	<b>SWARD-KEMP DRUG</b>						
97	01-201-000-0000-6355	AP	1,201.56	2023 5&6-8&12 - INMATE MEDICAL 05/01/2023 12/31/2023	020368	BOARDING PRISONER MEDICAL EXPI	N
<b>84150</b>	<b>SWARD-KEMP DRUG</b>		<b>1,201.56</b>	<b>1 Transactions</b>			
87777	<b>TNT ROADSIDE OF REDWOOD FALLS LLC</b>						
103	01-201-000-0000-6404		200.00	TOW VEHICLE - ICR#24100470 01/18/2024 01/18/2024	001406	INVESTIGATION EXPENSES	N
<b>87777</b>	<b>TNT ROADSIDE OF REDWOOD FALLS LLC</b>		<b>200.00</b>	<b>1 Transactions</b>			
94499	<b>WINDOM TOWING LLC</b>						
106	01-201-000-0000-6404		456.00	TOW VEHICLE - ICR#24100466 01/18/2024 01/18/2024	246182	INVESTIGATION EXPENSES	Y
<b>94499</b>	<b>WINDOM TOWING LLC</b>		<b>456.00</b>	<b>1 Transactions</b>			
<b>201</b>	<b>DEPT Total:</b>		<b>60,711.19</b>	<b>SHERIFF</b>	<b>22 Vendors</b>	<b>33 Transactions</b>	
<b>202</b>	DEPT			E-911 SYSTEM			
64567	<b>ONSOLVE LLC</b>						
70	01-202-000-2756-6406		9,712.40	RENEW CODE RED & IPAWS LICENSE 03/20/2024 03/19/2025	15304757	DISPATCH EXPENSES	N
<b>64567</b>	<b>ONSOLVE LLC</b>		<b>9,712.40</b>	<b>1 Transactions</b>			
83048	<b>SW MN REGIONAL PUBLIC SAFETY BOARI</b>						

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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
98	01-202-000-2756-6802		5,000.00	2024 MAINTENANCE FEE 01/01/2024 12/31/2024	STMT	OTHER EXPENSES	N
	<b>83048 SW MN REGIONAL PUBLIC SAFETY BOARI</b>		<b>5,000.00</b>		<b>1 Transactions</b>		
<b>202</b>	<b>DEPT Total:</b>		<b>14,712.40</b>	<b>E-911 SYSTEM</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
212	DEPT 13725 COUNTY OF RAMSEY			CORONER			
23	01-212-000-0000-6899	DTG	1,508.00	POSTMORTEM EXAM - ICR#23109223 12/12/2023 12/12/2023	MEDEX - 035569	MISCELLANEOUS	N
	<b>13725 COUNTY OF RAMSEY</b>		<b>1,508.00</b>		<b>1 Transactions</b>		
<b>212</b>	<b>DEPT Total:</b>		<b>1,508.00</b>	<b>CORONER</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
270	DEPT 76916 REGION V EMERGENCY MANAGEMENT AS			SENTENCE TO SERVE			
77	01-270-000-0000-6242		15.00	2024 MEMBERSHIP 01/01/2024 12/31/2024	STMT	DUES & REGISTRATION - TRAINING	N
	<b>76916 REGION V EMERGENCY MANAGEMENT AS</b>		<b>15.00</b>		<b>1 Transactions</b>		
<b>270</b>	<b>DEPT Total:</b>		<b>15.00</b>	<b>SENTENCE TO SERVE</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
501	DEPT 50351 LAMBERTON PUBLIC LIBRARY			LIBRARY			
52	01-501-000-0000-6801		3,942.19	2024 JAN-JUN - AID TO LIBRARY 01/01/2024 06/30/2024	STMT	APPROPRIATIONS (REG LIB)	N
	<b>50351 LAMBERTON PUBLIC LIBRARY</b>		<b>3,942.19</b>		<b>1 Transactions</b>		
64	58295 MORGAN PUBLIC LIBRARY 01-501-000-0000-6801		7,374.75	2024 JAN-JUN AID TO LIBRARY 01/01/2024 06/30/2024	STMT	APPROPRIATIONS (REG LIB)	N
	<b>58295 MORGAN PUBLIC LIBRARY</b>		<b>7,374.75</b>		<b>1 Transactions</b>		
71	71800 PLUM CREEK LIBRARY SYSTEM 01-501-000-0000-6807		3,250.00	PCLS SYSTEM FUNDS 01/01/2024 12/31/2024	26162	INTERGOVERNMENTAL (LIB ONE-TIM	N
	<b>71800 PLUM CREEK LIBRARY SYSTEM</b>		<b>3,250.00</b>		<b>1 Transactions</b>		



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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
75	76528 REDWOOD FALLS PUBLIC LIBRARY 01-501-000-0000-6801		20,614.60	2024 JAN-JUN - AID TO LIBRARY 01/01/2024 06/30/2024	STMT	APPROPRIATIONS (REG LIB)	N
	<b>76528 REDWOOD FALLS PUBLIC LIBRARY</b>		<b>20,614.60</b>	<b>1 Transactions</b>			
105	92027 WABASSO PUBLIC LIBRARY 01-501-000-0000-6801		21,104.96	2024 JAN-JUN - AID TO LIBRARY 01/01/2024 06/30/2024	STMT	APPROPRIATIONS (REG LIB)	N
	<b>92027 WABASSO PUBLIC LIBRARY</b>		<b>21,104.96</b>	<b>1 Transactions</b>			
501	<b>DEPT Total:</b>		<b>56,286.50</b>	<b>LIBRARY</b>	<b>5 Vendors</b>	<b>5 Transactions</b>	
520	DEPT 56300 MEADOWLAND FARMERS COOP			PARKS			
57	01-520-000-0000-6301 AP		164.10	LP GAS HEAT 12/20/2023 12/20/2023	3465	EQUIPMENT & BUILDING MAINTENAN	N
	<b>56300 MEADOWLAND FARMERS COOP</b>		<b>164.10</b>	<b>1 Transactions</b>			
520	<b>DEPT Total:</b>		<b>164.10</b>	<b>PARKS</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
601	DEPT 13055 COLUMN SOFTWARE PBC			AGRICULTURAL INSPECTION			
15	01-601-000-0000-6282		88.36	PERMIT - PAGEL 01/12/2024 01/12/2024	CEACC7F9-0089	PLANNING/ZONING COMMITTEE EXPI	N
	<b>13055 COLUMN SOFTWARE PBC</b>		<b>88.36</b>	<b>1 Transactions</b>			
16	13187 COORDINATED BUSINESS SYSTEMS LTD 01-601-000-0000-6401 AP		19.34	12/24-12/31 COPIER LEASE 12/24/2023 12/31/2023	355988	OFFICE SUPPLIES & EQUIPMENT MAI	N
17	01-601-000-0000-6401		55.64	01/01-01/23 COPIER LEASE 01/01/2024 01/23/2024	355988	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>13187 COORDINATED BUSINESS SYSTEMS LTD</b>		<b>74.98</b>	<b>2 Transactions</b>			
76	76570 REDWOOD GAZETTE-LIVEWIRE/THE 01-601-000-0000-6242		69.00	SUBSCRIPTION RENEWAL 02/15/2024 02/15/2025	168068	DUES & REGISTRATION FEES	N
	<b>76570 REDWOOD GAZETTE-LIVEWIRE/THE</b>		<b>69.00</b>	<b>1 Transactions</b>			

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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
108	88360 TOWNSHIP OF LAMBERTON 01-601-000-2775-6801		21,346.88	STREAMBANK RESTORATION 01/31/2024 01/31/2024	STMT	BUFFER AID APPROPRIATION	N
	<b>88360 TOWNSHIP OF LAMBERTON</b>		<b>21,346.88</b>	<b>1 Transactions</b>			
601	<b>DEPT Total:</b>		<b>21,579.22</b>	<b>AGRICULTURAL INSPECTION</b>	<b>4 Vendors</b>	<b>5 Transactions</b>	
603	DEPT 79219 RURAL MINNESOTA ENERGY BOARD			OTHER CONSERVATION			
80	01-603-000-0000-6801		2,500.00	2024 MEMBERSHIP DUES 01/01/2024 12/31/2024	STMT	OTHER CONSERVATION - APPROPRI	N
	<b>79219 RURAL MINNESOTA ENERGY BOARD</b>		<b>2,500.00</b>	<b>1 Transactions</b>			
603	<b>DEPT Total:</b>		<b>2,500.00</b>	<b>OTHER CONSERVATION</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
620	DEPT 3102 AREA V SW MN ASSOC OF SWCD			SOIL AND WATER CONSERVATION DIST			
3	01-620-000-0000-6242		400.00	2024 AREA V DUES 01/01/2024 12/31/2024	STMT	DUES & REGISTRATION	N
	<b>3102 AREA V SW MN ASSOC OF SWCD</b>		<b>400.00</b>	<b>1 Transactions</b>			
44	30480 GREAT AMERICAN FINANCIAL SERVICES 01-620-000-0000-6401	AP	68.94	12/16-12/31 COPIER LEASE 12/16/2023 12/31/2023	35743924	OFFICE SUPPLIES & EQUIP MNTCE	N
45	01-620-000-0000-6401		64.63	01/01-01/15 COPIER LEASE 01/01/2024 01/15/2024	35743924	OFFICE SUPPLIES & EQUIP MNTCE	N
46	01-620-000-0000-6401	AP	44.18	11/15-12/16 USAGE 11/15/2023 12/16/2023	35743924	OFFICE SUPPLIES & EQUIP MNTCE	N
47	01-620-000-0000-6401	AP	38.43	12/16-12/31 USAGE 12/16/2023 12/31/2023	35743924	OFFICE SUPPLIES & EQUIP MNTCE	N
48	01-620-000-0000-6401		36.02	01/01-01/15 USAGE 01/01/2024 01/15/2024	36.02	OFFICE SUPPLIES & EQUIP MNTCE	N
	<b>30480 GREAT AMERICAN FINANCIAL SERVICES</b>		<b>252.20</b>	<b>5 Transactions</b>			
620	<b>DEPT Total:</b>		<b>652.20</b>	<b>SOIL AND WATER CONSERVATION DIST</b>	<b>2 Vendors</b>	<b>6 Transactions</b>	
704	DEPT 3402 ASSN OF MN COUNTIES			OTHER ECONOMIC DEVELOPMENT			

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



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

1 GENERAL

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
5	01-704-000-0000-6242		500.00	2024 MAPCED DUES	10660-24	EDA DUES AND REGISTRATIONS N
	<b>3402 ASSN OF MN COUNTIES</b>		<b>500.00</b>	01/01/2024 12/31/2024 1 Transactions		
89	72710 SW MN PRIVATE INDUSTRY COUNCIL INC 01-704-000-0000-6801		3,440.00	2024 APPROPRIATIONS	STMT	OTHER ECONOMIC DEVELOPMENT-A N
	<b>72710 SW MN PRIVATE INDUSTRY COUNCIL INC</b>		<b>3,440.00</b>	01/01/2024 12/31/2024 1 Transactions		
704	<b>DEPT Total:</b>		<b>3,940.00</b>	<b>OTHER ECONOMIC DEVELOPMENT</b>	<b>2 Vendors</b>	<b>2 Transactions</b>
1	<b>Fund Total:</b>		<b>246,253.95</b>	<b>GENERAL</b>		<b>107 Transactions</b>

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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
611	DEPT 6000			DITCH MAINTENANCE			
	<b>BEACH TRANSPORT INC</b>						
115	15-611-000-0000-6899	C	5,954.89	JD 36 DITCH REPAIR 11/28/2023 11/28/2023	2501	MISCELLANEOUS	N
113	15-611-000-0000-6896	C	111,407.68	JD 36 FEMA 2019 11/28/2023 11/28/2023	4	FEMA EXPENDITURES	N
114	15-611-000-0000-6896	C	26,070.67	JD 36 FEMA 2018 11/28/2023 11/28/2023	4	FEMA EXPENDITURES	N
	<b>6000 BEACH TRANSPORT INC</b>		<b>143,433.24</b>	<b>3 Transactions</b>			
	<b>BOLTON &amp; MENK INC</b>						
116	15-611-000-0000-6899	C	2,371.00	CD 42 PROFESSIONAL SERVICES 12/27/2023 12/27/2023	327607	MISCELLANEOUS	N
	<b>7570 BOLTON &amp; MENK INC</b>		<b>2,371.00</b>	<b>1 Transactions</b>			
	<b>COORDINATED BUSINESS SYSTEMS LTD</b>						
117	15-611-000-0000-6401	AP	21.75	12/24-12/31 COPIER LEASE 12/24/2023 12/31/2023	355988	OFFICE SUPPLIES & EQUIPMENT MAI	N
118	15-611-000-0000-6401		53.22	01/01-01/23 COPIER LEASE 01/01/2024 01/23/2024	355988	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>13187 COORDINATED BUSINESS SYSTEMS LTD</b>		<b>74.97</b>	<b>2 Transactions</b>			
	<b>COUNTY OF BROWN</b>						
119	15-611-000-0000-6899	DTG	208,099.88	2020 SHARED EXPENSE JD 30	STMT	MISCELLANEOUS	N
120	15-611-000-0000-6899	DTG	99.09	2022 SHARED EXPENSE JD 5 R&B	STMT	MISCELLANEOUS	N
121	15-611-000-0000-6899	DTG	110.45	2022 SHARED EXPENSE JD12 R&B	STMT	MISCELLANEOUS	N
122	15-611-000-0000-6899	DTG	1,883.53	2022 SHARED EXPENSE JD 17 R&B	STMT	MISCELLANEOUS	N
123	15-611-000-0000-6899	DTG	72.35	2022 SHARED EXPENSE JD 18 B&R	STMT	MISCELLANEOUS	N
124	15-611-000-0000-6899	DTG	232.83	2022 SHARED EXPENSE JD 24 R&B	STMT	MISCELLANEOUS	N
125	15-611-000-0000-6899	DTG	78.22	2022 SHARED EXPENSE JD 25 R&B	STMT	MISCELLANEOUS	N
126	15-611-000-0000-6899	DTG	1,263.25	2022 SHARED EXPENSE JD 29 R&B	STMT	MISCELLANEOUS	N
127	15-611-000-0000-6899	DTG	2,482.01	2022 SHARED EXPENSE JD 30 R&B	STMT	MISCELLANEOUS	N
128	15-611-000-0000-6899	DTG	1,449.84	2022 SHARED EXPENSE JD 35 R&B	STMT	MISCELLANEOUS	N
129	15-611-000-0000-6899	DTG	3,865.02	2022 SHARED EXPENSE JD 36 R&B	STMT	MISCELLANEOUS	N
130	15-611-000-0000-6899	DTG	43.43	2022 SHARED EXPENSE JD 38 R&B	STMT	MISCELLANEOUS	N
	<b>13320 COUNTY OF BROWN</b>		<b>219,679.90</b>	<b>12 Transactions</b>			
	<b>GRAFF CONSTRUCTION LLC</b>						
131	15-611-000-0000-6899	C	2,535.00	JD 36 R&B DITCH REPAIR	1415	MISCELLANEOUS	Y

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
<b>30355</b>	<b>GRAFF CONSTRUCTION LLC</b>		<b>2,535.00</b>	12/06/2023 12/06/2023 1 Transactions			
36671	ISG						
132	15-611-000-0000-6899	C	3,140.09	PROFESSIONAL SERVICES - JD5 12/31/2023 12/31/2023 1 Transactions	100415	MISCELLANEOUS	N
<b>36671</b>	<b>ISG</b>		<b>3,140.09</b>				
78041	R & JW FARMS INC						
133	15-611-000-0000-6899	C	2,430.00	JD 36 LAT P DITCH REPAIR 12/18/2023 12/18/2023 1 Transactions	4	MISCELLANEOUS	N
<b>78041</b>	<b>R &amp; JW FARMS INC</b>		<b>2,430.00</b>				
80180	SCHMIDT CONSTRUCTION INC						
136	15-611-000-0000-6896		9,829.63	JD 36 LAT A FEMA 2018 01/15/2024 01/15/2024	5531	FEMA EXPENDITURES	N
138	15-611-000-0000-6899		583.79	JD 36 LAT A DITCH REPAIR 01/15/2024 01/15/2024	5531	MISCELLANEOUS	N
137	15-611-000-0000-6896	C	2,317.69	JD 39 FEMA 2018 12/20/2023 12/20/2023	5532	FEMA EXPENDITURES	N
139	15-611-000-0000-6899	C	426.45	JD 39 DITCH REPAIR 12/20/2023 12/20/2023	5532	MISCELLANEOUS	N
141	15-611-000-0000-6899	C	35,681.93	CD 109 DITCH REPAIR 12/20/2023 12/20/2023	93036	MISCELLANEOUS	N
143	15-611-000-0000-6899		211.46	CD 24 DITCH REPAIR 01/15/2024 01/15/2024	93037	MISCELLANEOUS	N
144	15-611-000-0000-6899		211.46	CD 49 DITCH REPAIR 01/09/2024 01/09/2024	93037	MISCELLANEOUS	N
145	15-611-000-0000-6899		211.46	CD 64 DITCH REPAIR 01/09/2024 01/09/2024	93037	MISCELLANEOUS	N
146	15-611-000-0000-6899		422.92	CD 102 DITCH REPAIR 01/09/2024 01/09/2024	93037	MISCELLANEOUS	N
147	15-611-000-0000-6899		211.46	JD 15 DITCH REPAIR 01/09/2024 01/09/2024	93037	MISCELLANEOUS	N
148	15-611-000-0000-6899		211.46	JD 33 DITCH REPAIR 01/09/2024 01/09/2024	93037	MISCELLANEOUS	N
149	15-611-000-0000-6899		211.46	JD 33 LAT J DITCH REPAIR 01/09/2024 01/09/2024	93037	MISCELLANEOUS	N
150	15-611-000-0000-6899		211.46	JD 36 LAT 2B DITCH REPAIR	93037	MISCELLANEOUS	N

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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
151	15-611-000-0000-6899		634.38	01/09/2024 01/09/2024 JD 36 LAT W DITCH REPAIR	93037	MISCELLANEOUS	N
134	15-611-000-0000-6899		1,010.00	01/09/2024 01/09/2024 JD 5-1 NELSON DITCH REPAIR	93040	MISCELLANEOUS	N
135	15-611-000-0000-6899		165.00	01/29/2024 01/29/2024 JD 36 LAT 2A DITCH REPAIR	93040	MISCELLANEOUS	N
140	15-611-000-0000-6899	C	1,905.20	01/29/2024 01/29/2024 CD 81 DITCH REPAIR 5549	93041	MISCELLANEOUS	N
142	15-611-000-0000-6899		1,374.00	12/20/2023 12/20/2023 JD 39 DITCH REPAIR 5548	93042	MISCELLANEOUS	N
	<b>80180 SCHMIDT CONSTRUCTION INC</b>		<b>55,831.21</b>	01/15/2024 01/15/2024 <b>18 Transactions</b>			
	90661 <b>VALLEY EARTHWORKS INC</b>						
153	15-611-000-0000-6899		300.00	01/15/2024 01/15/2024 CD 1202 DITCH REPAIR	573	MISCELLANEOUS	N
152	15-611-000-0000-6899		300.00	01/29/2024 01/29/2024 JD 39 DITCH REPAIR	592	MISCELLANEOUS	N
	<b>90661 VALLEY EARTHWORKS INC</b>		<b>600.00</b>	<b>2 Transactions</b>			
<b>611</b>	<b>DEPT Total:</b>		<b>430,095.41</b>	<b>DITCH MAINTENANCE</b>	<b>9 Vendors</b>	<b>41 Transactions</b>	
<b>15</b>	<b>Fund Total:</b>		<b>430,095.41</b>	<b>DITCH</b>		<b>41 Transactions</b>	

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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
391	DEPT			SOLID WASTE			
	13558 COUNTY OF LINCOLN						
109	22-391-000-0000-6242		2,500.00	2024 SW REGIONAL SW COMMISSION 01/01/2024 12/31/2024	STMT	DUES & REGISTRATION FEES	N
	13558 COUNTY OF LINCOLN		2,500.00	1 Transactions			
391	<b>DEPT Total:</b>		2,500.00	<b>SOLID WASTE</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
22	<b>Fund Total:</b>		2,500.00	<b>SOLID WASTE</b>		<b>1 Transactions</b>	

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

**80** STATE REVENUE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
0	DEPT			...			
	9008 BUREAU OF CRIMINAL APPREHENSION						
6	80-000-000-0000-2410	6	380.00	PERMIT TO CARRY - N28R20 10/01/2023 12/31/2023	64-79	PERMIT TO CARRY - STATE'S SHARE	N
	9008 BUREAU OF CRIMINAL APPREHENSION		380.00	1 Transactions			
0	<b>DEPT Total:</b>		380.00	...	1 Vendors	1 Transactions	
80	<b>Fund Total:</b>		380.00	STATE REVENUE		1 Transactions	



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85 SOIL & WATER CONSERVA

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



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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
620	DEPT			SOIL AND WATER CONSERVATION DIST			
	3100	<b>AREA II MN RIVER BASIN PROJECT</b>					
110	85-620-996-0000-6802		24,013.75	AREA II MN RIVER BASIN PROJECT 01/11/2023 01/11/2023	STMT	SECTION 319 EXPENSES	N
	<b>3100</b>	<b>AREA II MN RIVER BASIN PROJECT</b>	<b>24,013.75</b>		<b>1</b> Transactions		
	27033	<b>FUHR/DANIEL</b>					
111	85-620-995-0000-6802		1,862.50	NO TILL 01/24/2024 01/24/2024	STMT	LCCMR GRANT EXPENSES	Y
	<b>27033</b>	<b>FUHR/DANIEL</b>	<b>1,862.50</b>		<b>1</b> Transactions		
	78208	<b>ROHLIK/JOHN W</b>					
112	85-620-995-0000-6802		2,987.50	COVER CROP, NO TILL 01/10/2024 01/10/2024	STMT	LCCMR GRANT EXPENSES	Y
	<b>78208</b>	<b>ROHLIK/JOHN W</b>	<b>2,987.50</b>		<b>1</b> Transactions		
620	<b>DEPT Total:</b>		<b>28,863.75</b>	<b>SOIL AND WATER CONSERVATION DIST</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
85	<b>Fund Total:</b>		<b>28,863.75</b>	<b>SOIL &amp; WATER CONSERVATION</b>		<b>3 Transactions</b>	
	<b>Final Total:</b>		<b>708,093.11</b>	<b>91 Vendors</b>	<b>153 Transactions</b>		

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



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	246,253.95	GENERAL
15	430,095.41	DITCH
22	2,500.00	SOLID WASTE
80	380.00	STATE REVENUE
85	28,863.75	SOIL & WATER CONSERVATION
<b>All Funds</b>	<b>708,093.11</b>	<b>Total</b>

Approved by, .....

.....

.....

RACHELW  
2/2/24 11:50AM

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



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

Page 1

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

Explode Dist. Formulas?: Y

Paid on Behalf Of Name  
on Audit List?: N

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

Save Report Options?: N



1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	DEPT			COMMISSIONERS			
37	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-002-000-0000-6401		18.76	PAPER TOWELS 01/02/2024 01/02/2024	9949839 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		18.76	1 Transactions			
2	<b>DEPT Total:</b>		<b>18.76</b>	<b>COMMISSIONERS</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
41	DEPT			AUDITOR-TREASURER			
1	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-041-000-0000-6401		34.24	DEFAULT CONFESSION POSTAGE 01/02/2024 01/02/2024	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		34.24	1 Transactions			
41	<b>DEPT Total:</b>		<b>34.24</b>	<b>AUDITOR-TREASURER</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
42	DEPT			ASSESSOR			
57	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-042-000-0000-6242		0.75	CMA UPGRADE - SE 01/08/2024 01/08/2024	025N1FJ74N	DUES & REGISTRATION FEES	N
60	01-042-000-0000-6242		35.00	CMA UPGRADE - SE 01/08/2024 01/08/2024	025N1FJ74N	DUES & REGISTRATION FEES	N
58	01-042-000-0000-6242		0.75	CMA UPGRADE - AK 01/08/2024 01/08/2024	025N1FJSG2	DUES & REGISTRATION FEES	N
59	01-042-000-0000-6242		35.00	CMA UPGRADE - AK 01/08/2024 01/08/2024	025N1FJSG2	DUES & REGISTRATION FEES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		71.50	4 Transactions			
42	<b>DEPT Total:</b>		<b>71.50</b>	<b>ASSESSOR</b>	<b>1 Vendors</b>	<b>4 Transactions</b>	
43	DEPT			LICENSE CENTER			
40	21275 ELAN CORPORATE PAYMENT SYSTEMS						
	01-043-000-0000-6401		19.91	INDEX TABS 01/08/2024 01/08/2024	0077036 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
41	01-043-000-0000-6401		234.18	TRANSLATOR 01/12/2024 01/12/2024	0473041 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
31	01-043-000-0000-6401	AP	19.79	CASH REGISTER TRAY 12/26/2023 12/26/2023	3715439 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
36	01-043-000-0000-6401		154.38	HAND SANITIZER WIPES 01/02/2024 01/02/2024	8373822 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
38	01-043-000-0000-6401		81.28	PRINTING CALCULATOR 01/08/2024 01/08/2024	9233865 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
<b>21275</b>	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>509.54</b>		<b>5 Transactions</b>		
<b>43</b>	<b>DEPT Total:</b>		<b>509.54</b>	<b>LICENSE CENTER</b>	<b>1 Vendors</b>	<b>5 Transactions</b>	
<b>61</b>	DEPT 21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b>			ADMINISTRATOR			
35	01-061-000-0000-6401		16.68	FACIAL TISSUE 01/02/2024 01/02/2024	7045863 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
<b>21275</b>	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>16.68</b>		<b>1 Transactions</b>		
<b>61</b>	<b>DEPT Total:</b>		<b>16.68</b>	<b>ADMINISTRATOR</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>63</b>	DEPT 21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b>			ELECTIONS			
2	01-063-000-0000-6334		147.12	DEPOSIT @ ELECTION TR - JP 04/23/2024 04/25/2024	33196639-1	LODGING & EXPENSE	N
3	01-063-000-0000-6334		147.12	DEPOSIT @ ELECTION TR - LG 04/23/2024 04/25/2024	65425260-1	LODGING & EXPENSE	N
<b>21275</b>	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>294.24</b>		<b>2 Transactions</b>		
<b>63</b>	<b>DEPT Total:</b>		<b>294.24</b>	<b>ELECTIONS</b>	<b>1 Vendors</b>	<b>2 Transactions</b>	
<b>64</b>	DEPT 21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b>			COMPUTER			
39	01-064-000-0000-6401		259.99	BATTERY PACK 01/09/2024 01/09/2024	2561039 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
34	01-064-000-0000-6401		119.22	ETHERNET CABLES 12/20/2023 12/20/2023	3092239 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
33	01-064-000-0000-6401	AP	395.88	MONITORS 12/22/2023 12/22/2023	8863463 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
<b>21275</b>	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>775.09</b>		<b>3 Transactions</b>		
<b>64</b>	<b>DEPT Total:</b>		<b>775.09</b>	<b>COMPUTER</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	



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
91	DEPT 21275	ELAN CORPORATE PAYMENT SYSTEMS		ATTORNEY			
42	01-091-000-0000-6401		98.00	DESK STAND 01/16/2024	8200257 2425	OFFICE SUPPLIES & EQUIPMENT MAI N	
	21275	ELAN CORPORATE PAYMENT SYSTEMS	98.00		1 Transactions		
91	<b>DEPT Total:</b>		98.00	<b>ATTORNEY</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
118	DEPT 21275	ELAN CORPORATE PAYMENT SYSTEMS		COURTHOUSE MAINTENANCE			
15	01-118-000-0000-6301		195.99	VACUUM CLEANER 01/02/2024	0183433 2425	EQUIPMENT & BUILDING MAINTENAN N	
13	01-118-000-0000-6301		61.74	HEAVY DUTY TAPE 01/02/2024	0513832 2425	EQUIPMENT & BUILDING MAINTENAN N	
8	01-118-000-0000-6301		43.99	EXTENSION CABLE 01/17/2024	1786641 2425	EQUIPMENT & BUILDING MAINTENAN N	
12	01-118-000-0000-6301		41.56	STAINLESS STEEL CLEANER 01/02/2024	2994614 2425	EQUIPMENT & BUILDING MAINTENAN N	
7	01-118-000-0000-6301		399.00	SEED SPREADER 01/17/2024	4398625 2425	EQUIPMENT & BUILDING MAINTENAN N	
9	01-118-000-0000-6301		17.96	WIRE HARNESS 01/17/2024	4398625 2425	EQUIPMENT & BUILDING MAINTENAN N	
14	01-118-000-0000-6301		35.98	OFFICE CHAIR WHEELS 01/02/2024	50535467 2425	EQUIPMENT & BUILDING MAINTENAN N	
11	01-118-000-0000-6301		45.64	BRUSHROLL BAR 01/02/2024	6273828 2425	EQUIPMENT & BUILDING MAINTENAN N	
10	01-118-000-0000-6301	AP	299.99	TOUCHLESS BATHROOM FAUCET 12/26/2023	6769863 2425	EQUIPMENT & BUILDING MAINTENAN N	
16	01-118-000-0000-6301		76.04	SNOW RAKE 01/11/2024	7430643 2425	EQUIPMENT & BUILDING MAINTENAN N	
5	01-118-000-0000-6301		79.98	CAR SNOW REMOVER 01/11/2024	8171460 2425	EQUIPMENT & BUILDING MAINTENAN N	
4	01-118-000-0000-6301		299.99	TOUCHLESS BATHROOM FAUCET 01/17/2024	8505032 2425	EQUIPMENT & BUILDING MAINTENAN N	
17	01-118-000-0000-6301		219.18	TIRE CHAIN 01/12/2024	8508906 01/12/2024	EQUIPMENT & BUILDING MAINTENAN N	
6	01-118-000-0000-6301		182.55	LIGHT BULBS 01/19/2024	W03921945 01/19/2024	EQUIPMENT & BUILDING MAINTENAN N	



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		1,999.59		14 Transactions		
<b>118</b>	<b>DEPT Total:</b>		<b>1,999.59</b>	<b>COURTHOUSE MAINTENANCE</b>	<b>1 Vendors</b>	<b>14 Transactions</b>	
<b>201</b>	DEPT			SHERIFF			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
47	01-201-000-0000-6401		185.10	BWC MOUNTS 01/04/2024 01/04/2024	00118692	OFFICE SUPPLIES & EQUIPMENT MAI	N
44	01-201-000-0000-6242		375.00	REG @ DMT TR - TR 01/02/2024 01/02/2024	026897	DUES & REGISTRATION FEES	N
43	01-201-000-0000-6242		375.00	REG @ DMT TR - CK 01/02/2024 01/02/2024	037585	DUES & REGISTRATION FEES	N
61	01-201-000-0000-6356	AP	67.61	INMATE MEAL 12/25/2023 12/25/2023	095739862	BOARDING PRISONER MEAL EXPENS	N
50	01-201-000-0000-6242		250.00	REG @ SFST TR CK 01/10/2024 01/10/2024	098385	DUES & REGISTRATION FEES	N
51	01-201-000-0000-6242		625.00	REG @ BASIC NARCOTICS TR - AC 01/10/2024 01/10/2024	098386	DUES & REGISTRATION FEES	N
66	01-201-000-0000-6334		50.00	DEPOSIT @ TRAINING - RG 02/05/2024 02/08/2024	167126	LODGING & EXPENSE	N
67	01-201-000-0000-6334		50.00	DEPOSIT @ TRAINING - DM 02/05/2024 02/08/2024	167127	LODGING & EXPENSE	N
54	01-201-000-0000-6401		51.54	SHOOTING EAR MUFFS 01/12/2024 01/12/2024	1987467 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
45	01-201-000-0000-6242		265.00	REG @ DATA TR - ST 01/03/2024 01/03/2024	299260	DUES & REGISTRATION FEES	N
48	01-201-000-0000-6334		143.04	LODGING @ TRAINING - HB 01/08/2024 01/09/2024	401082A	LODGING & EXPENSE	N
75	01-201-000-0000-6242		1,518.00	SCHEDULING SOFTWARE 01/02/2024 01/02/2024	47151103000315344	DUES & REGISTRATION FEES	N
53	01-201-000-0000-6242		1,800.00	REG @ EVOC TR X 8 04/25/2024 04/25/2024	472534	DUES & REGISTRATION FEES	N
52	01-201-000-0000-6401		79.99	COFFEE POT 01/10/2024 01/10/2024	4869857 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
46	01-201-000-0000-6401		22.69	FLASH DRIVES 01/08/2024 01/08/2024	6603442 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
49	01-201-000-0000-6401		31.59	FLASH DRIVES 01/08/2024 01/08/2024	6603442 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
74	01-201-000-0000-6407	AP	87.30	PAPER TOWELS	7097051	JAIL 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
62	01-201-000-0000-6334	AP	91.97	12/28/2023 12/28/2023 LODGING @ TRAINING - ML	2425 901723649	LODGING & EXPENSE	N
55	01-201-000-0000-6242		90.00	12/27/2023 12/28/2023 POST LICENSE - WK	MLSP0S-137138	DUES & REGISTRATION FEES	N
56	01-201-000-0000-6242		1.94	01/16/2024 01/16/2024 POST LICENSE - WK	MLSP0S-137138	DUES & REGISTRATION FEES	N
65	01-201-000-0000-6407		250.54	01/16/2024 01/16/2024 HYGIENE SUPPLIES & CLOTHING	SO0253306	JAIL EXPENSES	N
71	01-201-000-0000-6407		30.75	01/04/2024 01/04/2024 SANDALS	SO0253306	JAIL EXPENSES	N
70	01-201-000-0000-6407		78.16	01/04/2024 01/04/2024 SHOWER CURTAIN	SO0254429	JAIL EXPENSES	N
72	01-201-000-0000-6407		32.55	01/09/2024 01/09/2024 INMATE CLOTHING	SO0255220	JAIL EXPENSES	N
76	01-201-000-0000-6242		330.00	01/11/2024 01/11/2024 REG @ CELL PHONE FORENSICS TR	STMT	DUES & REGISTRATION FEES	N
69	01-201-000-0000-6407		253.65	01/16/2024 01/16/2024 UA SUPPLIES	STMT	JAIL EXPENSES	N
				01/09/2024 01/09/2024			
<b>21275</b>	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>7,136.42</b>		<b>26</b> Transactions		
<b>201</b>	<b>DEPT Total:</b>		<b>7,136.42</b>	<b>SHERIFF</b>	<b>1 Vendors</b>	<b>26 Transactions</b>	
<b>249</b>	DEPT			OTHER PUBLIC SAFETY			
	21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b>						
68	01-249-000-2815-6802		130.48	01/04/2024 01/04/2024 CANTEEN SUPPLIES	1796353	CANTEEN EXPENSES	N
63	01-249-000-2815-6802		113.75	01/01/2024 01/01/2024 CANTEEN SUPPLIES	STMT	CANTEEN EXPENSES	N
64	01-249-000-2815-6802		7.50	01/01/2024 01/01/2024 CANTEEN SUPPLIES	STMT	CANTEEN EXPENSES	N
73	01-249-000-2815-6802		101.25	01/01/2024 01/01/2024 CANTEEN SUPPLIES	STMT	CANTEEN EXPENSES	N
				01/15/2024 01/15/2024			
<b>21275</b>	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>352.98</b>		<b>4</b> Transactions		
<b>249</b>	<b>DEPT Total:</b>		<b>352.98</b>	<b>OTHER PUBLIC SAFETY</b>	<b>1 Vendors</b>	<b>4 Transactions</b>	
<b>601</b>	DEPT			AGRICULTURAL INSPECTION			



\*\*\* **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
30	21275 ELAN CORPORATE PAYMENT SYSTEMS 01-601-000-0000-6401		17.99	TAPE MEASURE 01/04/2024 01/04/2024	8413864 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
27	01-601-000-0000-6242	AP	5.01	TELECOM SOFTWARE - ZOOM 12/23/2023 12/31/2023	STMT	DUES & REGISTRATION FEES	N
28	01-601-000-0000-6242		12.16	TELECOM SOFTWARE - ZOOM 01/01/2024 01/22/2024	STMT	DUES & REGISTRATION FEES	N
29	01-601-000-0000-6242		610.00	REG @ SEPTIC TR - JP 01/02/2024 01/02/2024	X491045	DUES & REGISTRATION FEES	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>645.16</b>	<b>4 Transactions</b>			
<b>601</b>	<b>DEPT Total:</b>		<b>645.16</b>	<b>AGRICULTURAL INSPECTION</b>	<b>1 Vendors</b>	<b>4 Transactions</b>	
620	DEPT			SOIL AND WATER CONSERVATION DIST			
77	21275 ELAN CORPORATE PAYMENT SYSTEMS 01-620-000-0000-6242		399.00	REG @ TRIBAL RELATIONS TR - BP 01/24/2024 01/25/2024	795445	DUES & REGISTRATION	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>399.00</b>	<b>1 Transactions</b>			
<b>620</b>	<b>DEPT Total:</b>		<b>399.00</b>	<b>SOIL AND WATER CONSERVATION DIST</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
704	DEPT			OTHER ECONOMIC DEVELOPMENT			
32	21275 ELAN CORPORATE PAYMENT SYSTEMS 01-704-000-0000-6401		59.83	REG @ COMMUNITY VENTURE - BM 01/12/2024 01/12/2024	8626062099	EDA OFFICE SUPPLIES	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>59.83</b>	<b>1 Transactions</b>			
<b>704</b>	<b>DEPT Total:</b>		<b>59.83</b>	<b>OTHER ECONOMIC DEVELOPMENT</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>1</b>	<b>Fund Total:</b>		<b>12,411.03</b>	<b>GENERAL</b>		<b>68 Transactions</b>	

\*\*\* **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
301	DEPT			ROAD & BRIDGE ADMINISTRATION			
21275	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>						
20	03-301-000-0000-6401		19.78	PHONE CASE 01/04/2024 01/04/2024	8398661 2425	OFFICE SUPPLIES	N
19	03-301-000-0000-6332		195.00	REG @ SIGN SHOP CLASS - MG 03/11/2024 03/13/2024	STMT	STAFF DEVELOPMENT	N
24	03-301-000-0000-6332		355.00	REG @ ADMIN ASSISTANT TR - RK 01/17/2024 01/17/2024	STMT	STAFF DEVELOPMENT	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>569.78</b>	<b>3 Transactions</b>			
301	<b>DEPT Total:</b>		<b>569.78</b>	<b>ROAD &amp; BRIDGE ADMINISTRATION</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	
320	DEPT			HIGHWAY CONSTRUCTION & ENGINEER			
21275	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>						
22	03-320-000-0000-6113		32.49	MEAL @ TESTIMONY TR - AS 01/10/2024 01/10/2024	STMT	MEAL EXPENSE-TAXABLE	N
25	03-320-000-0000-6113		18.80	MEAL @ CON - AS 01/15/2024 01/15/2024	STMT	MEAL EXPENSE-TAXABLE	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>51.29</b>	<b>2 Transactions</b>			
320	<b>DEPT Total:</b>		<b>51.29</b>	<b>HIGHWAY CONSTRUCTION &amp; ENGINEER</b>	<b>1 Vendors</b>	<b>2 Transactions</b>	
330	DEPT			EQUIPMENT MAINTENANCE & SHOP			
21275	<b>ELAN CORPORATE PAYMENT SYSTEMS</b>						
18	03-330-000-0000-6502	AP	84.50	DOT DECALS 12/27/2023 12/27/2023	81600001	SHOP MATERIALS & SUPPLIES	N
23	03-330-000-0000-6503		139.50	SUPPLIES - UNIT 1241 01/11/2024 01/11/2024	STMT	EQUIPMENT REPAIR PARTS & SUPPL	N
21	03-330-000-0000-6504		26.53	FUEL @ TESTIMONY TR - AS 01/10/2024 01/10/2024	STMT	FUEL	N
26	03-330-000-0000-6504		41.87	FUEL @ CON - AS 01/19/2024 01/19/2024	STMT	FUEL	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>292.40</b>	<b>4 Transactions</b>			
330	<b>DEPT Total:</b>		<b>292.40</b>	<b>EQUIPMENT MAINTENANCE &amp; SHOP</b>	<b>1 Vendors</b>	<b>4 Transactions</b>	
3	<b>Fund Total:</b>		<b>913.47</b>	<b>ROAD AND BRIDGE</b>		<b>9 Transactions</b>	

RACHELW  
2/2/24 11:50AM

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



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

3 ROAD AND BRIDGE

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
<b>Final Total:</b>		<b>13,324.50</b>	<b>17 Vendors</b>	<b>77 Transactions</b>	

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



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	12,411.03	GENERAL
3	913.47	ROAD AND BRIDGE
<b>All Funds</b>	<b>13,324.50</b>	<b>Total</b>

Approved by, .....

.....

.....

## **PROOF OF PUBLICATION**

Notice ID: uFtV/AobgHvYYraNGidb  
Intent to make office of Recorder Appointed

See Proof on Next Page

AFFIDAVIT OF PUBLICATION: #1886460

STATE OF MINNESOTA, COUNTY OF REDWOOD

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

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

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

01/25/2024, 02/01/2024

Sworn to and subscribed before on 02/01/2024.

  
Authorized Agent

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

Publication Cost:       \$218.20  
Order No:                1886460  
PO #:

*Please do not use this form for payment remittance.*



**REDWOOD COUNTY  
PUBLIC HEARING NOTICE**

**Intent to Make the Office of the Recorder Appointed**

Notice is hereby given that the Board of County Commissioners of Redwood County, Minnesota, will meet at 9:00 a.m. on Tuesday, February 6, 2024, at the Redwood County Government Center, 403 S. Mill Street, Redwood Falls, MN 56283, to conduct a public hearing to obtain public comment on the County's intention to make the office of the Recorder appointed, pursuant to Minnesota Statute §375.1205.

Minn. Stat. §375.1205 allows a county board to appoint certain offices including the County Recorder.

The current Redwood County Recorder has provided the County Board with notice that she will retire effective January 31, 2024 and the resignation has been accepted.

The County Board of Commissioners wants to ensure that the individual holding this position in the years and decades to come possesses the skills and/or experience necessary to properly carry out the responsibilities of this position.

The County Board has considered making this position appointed in order to accomplish this objective and allow for oversight; and the office of the County Recorder may be made an appointive office by resolution of the County Board of Commissioners pursuant to Minn. Stat. §375.1205, subd. 6.

All interested persons may appear at this public hearing and present their views orally or in writing.

Dated: January 16, 2024

/s/ Vicki Kletscher

Redwood County Administrator

Published in Redwood Falls Gazette January 25, February 1, 2024.

1886460



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	February 6, 2024	<b>Originating Dept.:</b>	Administration
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Resolution for Changing the Office of Recorder from Elected to Appointed		
	<b>Presenter:</b>	Vicki K	
	<b>estimated time needed:</b>	10 min	
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Adopt Resolution for Changing the Office of Recorder from Elected to Appointed

**Background Information:**

After conducting a public hearing at 9:00 A.M., board will close public comment and consider adopting resolution to change the Office of the Recorder from Elected to Appointed. At least 80 percent of the board members must approve the resolution and adopt it making the position appointed, and can take effect 30 days or later after being adopted (March 7, 2024) With the vacancy of a recorder beginning February 1, 2024, MN Stat. § 375.08 states: ....the chief deputy or first assistant (Deputy Recorder) may perform all the duties and functions of the office until it is filled by appointment by the county board.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Please note: If within 30 days after the Board adopts the resolution, a petition requesting a referendum may be filed with the county auditor. The petition must be signed by at least 10 percent of the registered voters of the county. If the petition is sufficient, the county board resolution is rescinded. Therefore; no appointment of a new recorder should be made until resolution is effective, March 7, 2024.

Reviewed by Administrator:  Yes  No

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

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**REDWOOD COUNTY BOARD OF COMMISSIONERS  
RESOLUTION FOR CHANGING THE OFFICE OF  
RECORDER FROM ELECTED TO APPOINTED**

WHEREAS the office of the Redwood County Recorder is currently an elective office; and

WHEREAS the Redwood County Recorder resigned effective January 31, 2024, and the resignation has been accepted; and

WHEREAS the office of County Recorder has become vacant due to resignation within the meaning of Minn. Stat. § 351.02(2); and

WHEREAS, the County Board of Commissioners wants to ensure that the individual holding this position in the years and decades to come possesses the skills and/or experience necessary to properly carry out the responsibilities of this position; and

WHEREAS, the County Board has considered making the position in order to accomplish this objective and to allow for oversight; and

WHEREAS the office of Redwood County Recorder may be made an appointive office by resolution of the County Board of Commissioners pursuant to Minn. Stat. §375A.1205, subd. 6; and

WHEREAS; at the February 6, 2024 meeting of the Redwood County Board of Commissioners provided an opportunity for public comment on the Board's decision.

NOW THEREFORE BE IT RESOLVED that pursuant to Minn. Stat. § 375A.1205, the Redwood County Board of Commissioners shall render the office of Redwood County Recorder appointive, effective March 7, 2024.

The motion for the adoption of the foregoing Resolution was duly seconded by \_\_\_\_\_ and upon a vote being taken thereon, the follow voted in favor of the motion:

and the following voted against the motion:

Where upon said resolution was declared duly passed and adopted.



**375A.1205 APPOINTING COUNTY OFFICERS.**

Subdivision 1. **Authority to appoint certain officers.** A county board may appoint the county auditor, county treasurer, or county recorder under section 375A.10, subdivision 2, or the auditor-treasurer under section 375A.10, subdivision 5, by following the process outlined in this section. Notwithstanding section 375A.12, a referendum is not required if the appointment is made pursuant to this section. A county board shall only use the authority to appoint under the following circumstances:

(1) there is a vacancy in the office as provided in section 351.02;

(2) the current office holder has notified the county board that the officer will not file for the office, as provided in subdivision 2; or

(3) there is a signed contract with the county board and the incumbent auditor, treasurer, auditor-treasurer, or recorder that provides that the incumbent officer will be appointed to the position and retain tenure, pay, and benefits equal to or greater than length of service.

Subd. 2. **Responsibility of county officer.** At least 104 days before the filing date for office under section 204B.09, an elected county officer must notify the county board in writing whether the officer will be filing for another term. If the officer indicates in writing that the officer will not file for the office and the county board has passed a resolution under subdivision 6, affidavits of candidacy will not be accepted for that office, and the office will not be placed on the ballot.

Subd. 3. **Board controls; may change as long as duties done.** Upon adoption of a resolution by the county board of commissioners and subject to subdivisions 5 and 6, the duties of an elected official required by statute whose office is made appointive as authorized by this section must be discharged by the county board of commissioners acting through a department head appointed by the board for that purpose. Reorganization, reallocation, delegation, or other administrative change or transfer does not diminish, prohibit, or avoid the discharge of duties required by statute.

Subd. 4. **Discharge or demotion.** (a) A county auditor, county treasurer, county auditor-treasurer, or county recorder who was elected at the most recent election for that office prior to a county board resolution to make the office an appointed position, and the elected official is subsequently appointed by the county board to the office, may not be involuntarily demoted or discharged except for incompetency or misconduct.

(b) Prior to demoting or discharging an office holder under this subdivision, the board must notify the office holder in writing and state its grounds for the proposed demotion or discharge in reasonable detail. Within ten days after receipt of this notification, the office holder may make a written request for a hearing before an arbitrator and the request must be granted before final action is taken. Failure to request a hearing before an arbitrator during this period is considered acquiescence to the board's action. The board may suspend an office holder with pay pending the conclusion of the hearing and determination of the issues raised in the hearing after charges have been filed which constitute grounds for demotion or discharge. If an office holder has been charged with a felony and the underlying conduct that is the subject of the felony charge is grounds for a proposed discharge, the suspension pending the conclusion of the hearing and determination of the issues may be without pay. If a hearing under this subdivision is held, the board must reimburse the office holder for any salary or compensation withheld if the final decision of the arbitrator does not result in a penalty or discharge of the office holder.

(c) If the office holder and the board are unable to mutually agree on an arbitrator, the board must request from the Bureau of Mediation Services a list of seven persons qualified to serve as an arbitrator. If the office holder and the board are unable to mutually agree on an arbitrator from the list provided, the parties shall

alternately strike names from the list until the name of one arbitrator remains. The person remaining after the striking procedure must be the arbitrator. If the parties are unable to agree on who shall strike the first name, the question must be decided by a flip of a coin. The office holder and the board must share equally the costs and fees of the arbitrator except as set forth in paragraph (g).

(d) The arbitrator shall determine, by a preponderance of the evidence, whether the grounds for discharge or demotion exist to support the proposed discharge or demotion. A lesser penalty than demotion or discharge may be imposed by the arbitrator only to the extent that either party proposes such lesser penalty in the proceeding. In making the determination, the arbitration proceeding is governed by sections 572B.15 to 572B.28.

(e) An arbitration hearing conducted under this subdivision is a meeting for preliminary consideration of allegations or charges within the meaning of section 13D.05, subdivision 3, paragraph (a), and must be closed, unless the office holder requests it to be open.

(f) The arbitrator's award is final and binding on the parties, subject to sections 572B.18 to 572B.28.

(g) In the event the arbitrator rules not to demote or discharge the office holder, the board shall pay all of the costs and fees of the arbitrator and the attorney fees of the office holder.

**Subd. 5. Incumbents to complete term.** The person elected at the last general election to an office made appointive under this section must serve in that capacity and perform the duties, functions, and responsibilities required by statute until the completion of the term of office to which the person was elected, or until a vacancy occurs in the office, whichever occurs earlier.

**Subd. 6. Publishing resolution; petition; referendum.** (a) Before the adoption of the resolution to provide for the appointment of an office as described in subdivision 1, the county board must publish a proposed resolution notifying the public of its intent to consider the issue once each week, for two consecutive weeks, in the official publication of the county. Following publication and prior to formally adopting the resolution, the county board shall provide an opportunity at its next regular meeting for public comment relating to the issue. After the public comment opportunity, at the same meeting or a subsequent meeting, the county board of commissioners may adopt a resolution that provides for the appointment of the office or offices as permitted in this section. The resolution must be approved by at least 80 percent of the members of the county board. The resolution may take effect 30 days after it is adopted, or at a later date stated in the resolution, unless a petition is filed as provided in paragraph (b).

(b) Except when an office is made appointive under subdivision 1, clause (3), within 30 days after the county board adopts the resolution, a petition requesting a referendum may be filed with the county auditor. The petition must be signed by at least ten percent of the registered voters of the county. The petition must meet the requirements of the secretary of state, as provided in section 204B.071, and any rules adopted to implement that section. If the petition is sufficient, the county board resolution is rescinded.

**Subd. 7. Reverting to elected offices.** (a) The county board may adopt a resolution to provide for the election of an office that was made an appointed position under this section, but not until at least three years after the office was made an appointed position. The county board must publish a proposed resolution notifying the public of its intent to consider the issue once each week, for two consecutive weeks, in the official publication of the county. Following publication and before formally adopting the resolution, the county board must provide an opportunity at its next regular meeting for public comment relating to the issue. After the public comment opportunity, at the same meeting or a subsequent meeting, the county board of commissioners may adopt the resolution. The resolution must be approved by at least 60 percent of the members of the county board and is effective August 1 following adoption of the resolution.

(b) The question of whether an office that was made an appointed position under this section must be made an elected office must be placed on the ballot at the next general election if: (1) the position has been an appointed position for at least three years; (2) a petition signed by at least ten percent of the registered voters of the county is filed with the office of the county auditor by August 1 of the year in which the general election is held; and (3) the petition meets the requirements of the secretary of state, as provided in section 204B.071, and any rules adopted to implement that section. If a majority of the voters of the county voting on the question vote in favor of making the office an elected position, the election for that office must be held at the next regular or special election.

**History:** *1Sp2019 c 10 art 2 s 20*

**REDWOOD COUNTY  
PUBLIC HEARING NOTICE  
Intent to Make the Office of the Recorder Appointed**

Notice is hereby given that the Board of County Commissioners of Redwood County, Minnesota, will meet at 9:00 a.m. on Tuesday, February 6, 2024, at the Redwood County Government Center, 403 S. Mill Street, Redwood Falls, MN 56283, to conduct a public hearing to obtain public comment on the County's intention to make the office of the Recorder appointed, pursuant to Minnesota Statute §375.1205.

Minn. Stat. §375.1205 allows a county board to appoint certain offices including the County Recorder. The current Redwood County Recorder has provided the County Board with notice that she will retire effective January 31, 2024 and the resignation has been accepted.

The County Board of Commissioners wants to ensure that the individual holding this position in the years and decades to come possesses the skills and /or experience necessary to properly carry out the responsibilities of this position.

The County Board has considered making this position appointed in order to accomplish this objective and allow for oversight; and the office of the County Recorder may be made an appointive office by resolution of the County Board of Commissioners pursuant to Minn. Stat. §375.1205, subd. 6.

All interested persons may appear at this public hearing and present their views orally or in writing.

Dated: January 16, 2024

/s/ Vicki Kletscher  
Redwood County Administrator

**EDITOR:** Please publish this notice on January 25 and February 1, 2024 and bill Redwood County Administration. **PLEASE PROVIDE PROOF OF PUBLICATION**



**REQUEST FOR BOARD ACTION**

Requested Board Date: 2/6/24	Originating Dept.: CA
Preferred 2 <sup>nd</sup> Date:	
Discussion Item:	Presenter: Jenna Peterson
MCAA Education Fund Donation	estimated time needed: 1 minute
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

\$100 donation to the MCAA Education Fund. MCAA provides all of our attorneys w/the credits they need to maintain lincese at a very discounted rate.

**Background Information:**

Info on fund attached. We have done this donation for the last couple of years.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

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

**If Action, Board Motion Requested:**

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

**Background Information:**

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

**MCAA Educational Foundation**

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

Voice: 651.641.1600  
 Fax: 651.641.1666

**INVOICE**

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

<b>Bill To:</b>
Redwood County Attorney

<b>Ship to:</b>
Redwood County Attorney

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

Quantity	Item	Description	Unit Price	Amount
		2023 MCAA Foundation Programming and Training		100.00

Subtotal	100.00
Sales Tax	
Total Invoice Amount	100.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>100.00</b>

Check/Credit Memo No:

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

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December 12, 2022

Dear Minnesota County Attorneys:

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

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

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

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

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

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

Sincerely,



Molly Hicken- MCAA Foundation President  
Cook County Attorney



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

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December 11, 2023

Dear Minnesota County Attorneys:

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

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

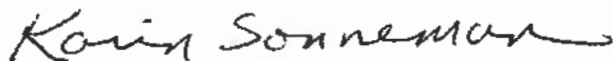
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Please join me in making a voluntary contribution to the MCAA Education Foundation. If you would like a special invoice sent to you or have any questions, please feel free to contact me or Josh Mathre at (651) 289-8455 or [jmathre@mcaa-mn.org](mailto:jmathre@mcaa-mn.org).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

Sincerely,



Karin Sonneman— MCAA Foundation President  
Winona County Attorney



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/24	<b>Originating Dept.:</b> CA
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Jenna Peterson
Cooperative Agreement w/ State of MN	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve Cooperative Agreement w/State of MN for child support representation and service

**Background Information:**

Information as included

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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

**ATTACHMENT A**  
**CY 2024-2025 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT**  
**WITH**  
**REDWOOD COUNTY AND THE**  

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**COUNTY SHERIFF and COUNTY ATTORNEY**

The                     **REDWOOD COUNTY**                     (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the                     **REDWOOD COUNTY**                     Attorney (hereinafter, "County Attorney"), and the                     **REDWOOD COUNTY**                     Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

**RECITALS**

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Human Services, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2024**, and will expire on **December 31, 2025**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Human Services, Child Support Division.
- F. **DHS.** "DHS" means the Minnesota Department of Human Services.
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS' Deputy Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. **Applicable Laws and Policies.** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures, if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. **Monitoring and Corrective Action.** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. **FFP Reimbursement for Child Support Activities.** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. **COUNTY's Duties, Functions, and Responsibilities.** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

## II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement (IPSA)* that has been separately executed by COUNTY and DHS, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. **Confidentiality.** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.

- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party's employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY's responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County or its Agencies, (b) the County Attorney's Office, and (c) the County Sheriff's Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
  2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
  3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1;
  4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
  5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
  2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
  3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

**F. *Family Violence Indicator.***

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

**G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.***

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DHS Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. ***Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

**III. PROVISION OF LEGAL SERVICES**

**A. *Duties of the COUNTY.*** The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.



2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DHS Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

**B. *Duties of the County Attorney.*** The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

**C. County Attorney Performance Standards.** The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
  - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
  - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
    - Within six (6) months in 75% of the cases, and
    - Within twelve (12) months in 90% of the cases.
  - iii. From the date of service of process:
    - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.

- D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
  - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
    - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
    - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
    - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was

\$ 26,523

*Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.*

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

**2024:** total estimated cost of                     \$ 27,318

**2025:** total estimated cost of                     \$ 27,318

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.

**E. *Reimbursement Terms to the County Attorney.***

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

**IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF**

**A. *Duties of the COUNTY.*** The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

**B. *Duties of the County Sheriff.*** The County Sheriff shall:

1. Process Service:
  - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
  - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
  - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants:
  - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
  - c. Return all withdrawn IV-D warrants to the COUNTY.
- 3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
- 4. Security Services:
  - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
  - b. Upon request, provide special security service to the COUNTY and to the courts.
  - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
- 5. Other Services:
  - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
  - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
  - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

**C. *County Sheriff's Department Standards of Performance.***

- 1. Process Service
  - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, if it is determined that further attempts at that particular location would be futile.
  - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.
- 2. Execution of Warrants
  - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
  - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.
3. Locate Services
    - a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.
  4. Security Services
    - a. With advanced notice, provide special security service to the COUNTY and to the courts.
  5. Other Services
    - a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
    - b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
    - c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
    - d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
    - e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
    - f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

**D. Reimbursement to the County Sheriff.**

1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was

\$ 2,150

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

*Note: Estimated County Sheriff costs may be calculated using the prior budgeted*

amount identified above, increased by a cost of living adjustment of 3% per year.

2024: total estimated cost of                     \$ 2,214                    

2025: total estimated cost of                     \$ 2,214                    

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

**E. Reimbursement Terms to the County Sheriff.**

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

**V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

**A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.



2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

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**SIGNATURE PAGE FOLLOWS**

THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS COOPERATIVE ARRANGEMENT.

**Parties:**

**REDWOOD COUNTY**

COUNTY NAME

NOTE: Date Stamp is included in Electronic Signature.

SIGNATURE of Person Authorized to Execute Arrangement on Behalf of County

Printed Name

Title

County Attorney Signature  
(REQUIRED ON ALL ARRANGEMENTS)

Jenna Peterson

Printed Name

County Sheriff Signature  
(REQUIRED ON ALL ARRANGEMENTS)

Printed Name

**Approved By:**

SIGNATURE of Interim Director, Minnesota Child Support Division, Children and Family Services, Minnesota Department of Human Services

**Michele M. Schreifels**

Printed Name

**State of Minnesota – County Alliance  
Child Support Program  
Interagency Cooperative Agreement**

**CY 2024-2025**

**STATE OF MINNESOTA-COUNTY INTERAGENCY COOPERATIVE AGREEMENT  
COVERING THE ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:**

**The Minnesota Department of Human Services, Child Support Division**

**and**

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**County Alliance**

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**CY 2024-2025 STATE OF MINNESOTA-COUNTY INTERAGENCY  
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:**

**The Minnesota Department of Human Services, Child Support Division**

**And**

**\_\_\_\_\_ County Alliance**

**THIS INTERAGENCY COOPERATIVE AGREEMENT** (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2024, through December 31, 2025, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of \_\_\_\_\_ County Alliance (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

**RECITALS**

**WHEREAS**, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

**WHEREAS**, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

**WHEREAS**, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

**WHEREAS**, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

**NOW, THEREFORE**, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

**COOPERATIVE AGREEMENT**

**1. Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

**1.1 Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.



- 1.2 **Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 **Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 **Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 **Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 **Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 **Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 **Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 **County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 **County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 **Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government, which is responsible for the administration of child support enforcement services for the local area.

- 1.12 **IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
  - 1.13 **Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
  - 1.14 **Parties.** The collective Parties, STATE and COUNTY.
  - 1.15 **PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
  - 1.16 **Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
  - 1.17 **IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
  - 1.18 **State Disbursement Unit (SDU).** "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
  - 1.19 **User Documentation.** User documentation is material contained in STATE's eMilo and SIR MILO websites and available at [www.dhssir.cty.dhs.state.mn.us/PRISM](http://www.dhssir.cty.dhs.state.mn.us/PRISM).
2. **Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Deputy Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

**2.1 Contact Information for Cooperative Agreement Managers.**

**STATE:** Michele Schreifels, Interim Director [Michele.Schreifels@state.mn.us](mailto:Michele.Schreifels@state.mn.us), CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-431-4409 or successor.

ALLIANCE Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

Name	Phone	Email
Street Address, City, State, Zip		

**3. COUNTY's Duties and Responsibilities. The COUNTY shall:**

**3.1 General Requirements.** Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

**3.1.1 Policy Conflict.** If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

**3.2 Provide Services.** Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

**3.2.1 Provide Customer Service.** Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

**3.3 Hold Harmless.** Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

**3.4 Cooperative Arrangements.** Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2024. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under S policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2024, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

**3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

**3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

**3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.

**3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.

**3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.

**3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.

**3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

**3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:

- Data Practices Manual;
- Information Policy Standards;
- Program instructions; and
- Office of Information Security instructions.

**3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.

**3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

**3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.

**3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

**3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.

**3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.

**3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:

**3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

**3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.

**3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.

**3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.

**3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.

**3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

**3.18 Confidentiality of Records.** Comply with the terms of the Information Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075), and that its use of PII by employees is appropriately monitored.

**3.18.1 Cooperating Agencies and Compliance with Regulations.** Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

**3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.** In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

**3.18.3 Other Parties Requesting Access to PRISM or PRISM Information.** Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

**3.18.4 Not a "Business Associate Agreement."** This Agreement does not create a "business associate" relationship nor does it constitute a "business associate agreement" as defined in the Health Insurance Portability and Accountability Act (HIPAA).

**3.19 Federal Parent Locator Service.** Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services' Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.



- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

**3.20 IRS Language for General Services.** The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

**3.20.1 Performance.** In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 7.4.3 and 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

### **3.20.2 Criminal/Civil Sanctions:**

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**3.20.3 Inspection.** The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

**3.21 Bonding.** In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The

COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

**4. STATE's Duties and Responsibilities.** The STATE shall:

**4.1 General Requirements.** Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

**4.2 CSD Memos/Child Support Bulletins.** Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

**4.3 Program Instructions.** Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

**Program Instruction Change.** If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the

change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

**4.3.1 Reasonable Time Period to Implement.** Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.

**4.3.2 Extension of Time Period to Implement.** Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.

- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training shall include at least four (4) hours annually focused on diversity, unintended bias, and cultural competence for serving diverse participants. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

## **5. Procurement.**

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

## **6. Allocations.**

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11.
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45

C.F.R., section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the county's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin Report available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.

8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.1.1 County-wide Indirect Claim.** The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.2 Adjusted Reimbursement Claims.** The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

**8.3 Non-Compliance.** The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the COUNTY shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The COUNTY shall communicate the uncontrollable circumstance to the STATE as quickly as practical.

The COUNTY will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the COUNTY is able to begin performance.

**8.3.1 Compliance Review.** The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE approves an extension.



A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

**8.3.2 Advance Notice.** The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

**8.4 Disallowances.** The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

**8.5 Conditions of Payment.** All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

**8.6 Payment recoupment.** The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

**9. Program Operation: Records, Reporting, Monitoring, and Security.**

**9.1 Record Keeping Requirements.** At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

**9.2 Records Maintenance.** The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

- 9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.
- 9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.
- 9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

## **10. Annual Audit.**

- 10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.
- 10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six (6) years from the end of this contract.
- 10.3 Audit Disallowance.**

**10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a

federal audit adjustment based on a statewide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

**10.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

#### **10.4 Audit Adjustments.**

**10.4.1 Audit Adjustment Determination.** If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

**10.4.2 Payment Adjustments.** The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

**11. Administrative Review.** The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

**11.1 Review Process.** The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the

CSD Division Deputy Director at the Minnesota Department of Human Services at the following address: CSD Division Deputy Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division Deputy Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

**11.2 Administrative Appeal.** If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division Director of Contracts, Procurement, and Legal Compliance for administrative appeal.

**11.2.1 Notice of Demand for Appeal.** Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

**11.2.2 Process.** The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Deputy Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DHS Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

**11.2.3 Policy Disputes; Limited Reimbursement Guarantee.** If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

## 12. General Provisions.

**12.1 Lobbying Certification.** In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

**12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.**

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

**12.2.1 Subcontractor Debarment.** Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY's agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any disbarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding disbarment are **Attachment D**.

**12.3 Prohibition on Weapons.** The COUNTY shall comply with all terms of the Department of Human Services' (DHS) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: "*Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

*issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney.”*

The DHS weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

#### **12.4 Provisions of Services and Programs.**

**12.4.1 Funding Limitations.** Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

**12.4.2 COUNTY Funding.** Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

**12.4.3 Lawful Power and Duties.** Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

**12.5 Data Disclosure.** Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

**12.6 Liability.** To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

**12.7 Voter Registration Requirement.** The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

**12.8 Conditions on the Parties' Obligations.** This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

**12.9 Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

**12.10 Severability.** If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

**12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.**

**12.11.1 Assignment.** The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

**12.11.2 Amendments.** Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

**12.11.3 Waiver.** If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE's right to enforce it.

**12.11.4 Cooperative Agreement Complete.** This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

**12.11.5 Effective Date.** The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
Signature Page Follows**

**IN WITNESS WHEREOF**, the STATE and the COUNTY have executed this Agreement as of the day and year first above written.

**ALLIANCE NAME:** \_\_\_\_\_

Date Stamp is included in Electronic Signature.

\_\_\_\_\_  
SIGNATURE of Person Authorized to Execute Agreement on Behalf of County Alliance

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SIGNATURE of County Director, Child Support Division or County Director, Human Services Department

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**MINNESOTA DEPARTMENT OF HUMAN SERVICES:**

\_\_\_\_\_  
**SIGNATURE of Interim Director, Minnesota Child Support Division, Children and Family Services, Minnesota Department of Human Services**

Michele M. Schreifels

\_\_\_\_\_  
Printed Name



**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

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

For: \_\_\_\_\_  
Name of Provider County

\_\_\_\_\_  
Title of County Program

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. cooperative agreement  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>                  year <input type="text"/> quarter <input type="text"/>                  date of last report <input type="text"/></p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee                  Tier <input type="text"/> if known:                  Congressional District, if known: <input type="text"/></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><input type="text"/> <input type="text"/>                  Congressional District, if known: <input type="text"/></p>
<p><b>6. Federal STATE/Agency:</b></p> <p><input type="text"/></p>	<p><b>7. Federal Program Name/Description:</b> <input type="text"/></p> <p>CFDA Number, if applicable: <input type="text"/></p>	
<p><b>8. Federal Action Number, if known:</b></p> <p><input type="text"/></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ <input type="text"/></p>	
<p><b>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</b></p> <p><input type="text"/></p>	<p><b>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p> <p><input type="text"/></p>	
<p><b>11. Amount of Payment (check all that apply):</b></p> <p>\$ <input type="text"/> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: <input type="text"/></p> <p><input type="text"/></p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/>                  value <input type="text"/></p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p><input type="text"/></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> <input type="text"/></p> <p><b>Print Name:</b> <input type="text"/></p> <p><b>Title:</b> <input type="text"/></p> <p><b>Date:</b> <input type="text"/></p>	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

0348-0046  
(cont.)

Reporting Entity:

Page

1

of

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**SOUTHWEST MINNESOTA HEALTH AND  
HUMAN SERVICES AGENCY**

**Joint Powers Agreement**

**REDWOOD COUNTY**

**607 West Main Street  
Marshall, MN 56258**

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Members" and individually as "Member," which are signatories to this "Agreement."

## ARTICLE I

### ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statutes Chapter 145A requires that a political subdivision shall undertake the responsibilities of the Minnesota Public Health Act. Minnesota Statutes Chapter 393 and other applicable state statutes and rules, require counties, through the creation of a local social services agency, to undertake responsibilities related to the provision of human services.
- 1.2 The purpose of this Agreement is to strengthen and improve the provision and efficiency of human services and public health services in the Member Counties through the creation of a joint health and human services agency, hereafter called the Southwest Minnesota Health and Human Services (SWMHHS), which will provide human services and/or public health services in the counties who are signatories to this Agreement.
- 1.3 The SWMHHS is established as a governmental unit under the above-referenced authority and requirements of state law to jointly exercise the powers common to the signatories for the provision of public health and human services and to provide other similar and related programs as determined by the Joint Board.
- 1.4 The Joint Board shall have the authority to explore and implement additional programs and services and alternate methods for the delivery of services and programs to the public.



## ARTICLE II

### JOINT HEALTH AND HUMAN SERVICES BOARD

- 2.1 The Joint Health and Human Services Board (Joint Board) shall take such action as it deems necessary and proper to accomplish the purposes of the SWMHHS and any other action necessary and incidental to the implementation of said purpose or action. The Joint Board is hereby authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and/or in the bylaws.
- 2.2 Member Counties, by executing this Agreement, recognize the Joint Board as the governing authority of the SWMHHS.
- 2.3 The Joint Board shall be made up of the following:
  - 2.3.1 One Commissioner (or alternate) from each County serving on the Community Health Board; and
  - 2.3.2 One Commissioner (or alternate) from each County serving on the Human Services Board.
- 2.4 The duties of the SWMHHS Joint Board shall include:
  - 2.4.1 Financial Administrative Services for Public Health and Human Services, consistent with the requirements of state and federal law; and
  - 2.4.2 Personnel Administration, including the adoption and amendment of Personnel policies and contract administration.
  - 2.4.3 Approve overall agency operating budget, subject to the approval of the Community Health Board and Human Services Board with respect to those matters under the jurisdiction of those specific Boards;
  - 2.4.4 Technology, records management systems, municipal bidding, and other matters affecting both Health and Human Services and the agency as a whole, which are not programs specified by statute as falling under the jurisdiction of either the Community Health Board or the Human Services Board.
- 2.5 The Joint Board may hire or authorize the hiring of such staff, as it sees fit and shall be the employer of all employees of SWMHHS. The Joint Board shall hire a Chief

Administrative Officer to be the Health and Human Services Director who shall be responsible for the overall administration of the agency, preparing and presenting a proposed budget and carrying out the day-to-day operations of the agency.

- 2.6 The Joint Board may enter into contracts, leases or agreements whenever the Joint Board shall deem such action to be advisable. The Joint Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.
- 2.7 The Joint Board shall adopt and follow such bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by a 2/3 majority of the Joint Board.
- 2.8 Any additional rules concerning the financing of the SWMHHS and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 2.9 The fiscal year of the SWMHHS shall be January 1 through December 31.
- 2.10 Meetings of the Joint Board and the Community Health Board and Human Services Board shall be held in accordance with the Minnesota Open Meeting law.
- 2.11 Principal Location. The Board shall maintain its principal and legal office in Marshall, Minnesota - Lyon County and may establish offices in other Member Counties as it may be deemed appropriate.
- 2.12 The books and records, including minutes and the original fully executed Joint Powers Agreement shall be subject to the provisions of Minn. Stat. Ch. 13 and 13D. They shall be maintained at its principal office in Marshall, Minnesota - Lyon County.

### ARTICLE III

#### HUMAN SERVICES BOARD

- 3.1 The Human Services Board shall be comprised of:
  - 3.1.1 Two Commissioners of each Member County, which shall be selected by the individual County Boards on an annual basis; and
  - 3.1.2 One lay person from each County, to be appointed consistent with the requirements of the Commissioner of Human Services.

- 3.2 The duties and powers of the Human Services Board shall include all such duties as set forth in Minn. Chapter 393 as they relate to a Joint Powers Human Services Board, and such other applicable statutes and rules related to the provision of social and human services.
- 3.3 The Human Services Board shall annually develop and approve a budget related to the provision of Human Services. The Human Services Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

#### ARTICLE IV

#### COMMUNITY HEALTH BOARD

- 4.1 The Community Health Board shall be comprised of:
  - 4.1.1 One Commissioner and one alternate from each Member County, which shall be selected by the individual County Board, unless such County shall have a population in excess of twice that of any other Member County, in which case it shall have two Commissioners and two alternates.
- 4.2 The duties and powers of the Community Health Board shall include all such duties as set forth in Minn. Chapter 145A as they relate to a Joint Powers Community Health Board, and such other applicable statutes and rules related to the provision of public health services.
- 4.3 The Community Health Board shall annually develop and approve a budget related to the provision of Human Services. The Community Health Board's approved budget shall be submitted to the Joint Board for inclusion in the overall budget to be presented to Members in accordance with Article V.

## ARTICLE V

### FINANCING AND DISBURSEMENT OF FUNDS

- 5.1 The Joint Board shall have exclusive control over all monies credited to any SWMHHS fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, contractual obligations of the agency and the approval of the Community Health Board and the Human Services Board with respect the those matters under the jurisdiction of those specific Boards.
- 5.2 The Joint Board may accept any gift provided for SWMHHS operations as provided in Minnesota Statutes.
- 5.3 The Joint Board shall adopt an annual operating budget based on recommendations from the Budget Committee. The budget must be approved by 2/3 of appointed representatives to the Joint Board.
- 5.4 The adopted budget, which shall describe projected income and expenditures, shall be filed with the County Auditors of the Members and applicable Minnesota state agencies.
- 5.5 SWMHHS will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of, the SWMHHS.
- 5.6 Each County Board shall establish the revenue that it will provide to SWMHHS, considering the budget request of SWMHHS and the population of the County, as established by the most recent national census and shall notify SWMHHS of the specific budget for the separate Community Health and Human Services Boards no later than September 1 in the year prior to the operating year.
- 5.7 In no event shall the budget request to any Member based on the national census increase more than 10% in one year.

## ARTICLE VI

### FACILITIES, EQUIPMENT AND PROPERTY

- 6.1 Member Counties shall provide facilities, furniture, and equipment within their County for the provision of Community Health and Human Services. Any property provided by the Member County shall remain the property of the Member County in the event of dissolution or withdrawal.
- 6.2 Member Counties agree to ensure that the facilities will provide for the confidential operation of services, have adequate communications systems to integrate with the SWMHHS and state data requirements and staffing needs.
- 6.3 The SWMHHS shall only be responsible for insuring property owned by the SWMHHS. Furniture, buildings, automobiles, equipment and other assets owned by Member Counties will not be insured by the SWMHHS.

## ARTICLE VII

### PROCEDURE TO JOIN

- 7.1 If a County wishes to join the SWMHHS as a Member, it may make written application to the Joint Board no later than July 1 of the year prior to membership beginning effective January 1. The application shall consist of a County Board resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement and stating whether they are applying to participate in:
  - a) Both Community Health and Human Services;
  - b) Only Human Services; or
  - c) Only Community Health.

The County shall formally submit the adopted board resolution under cover to the Health and Human Services Director for distribution to the Joint Board. Upon a two-thirds approval of the Joint Board Members representing the Member Counties who have not given a notice to withdraw, the request will be approved, subject to the provisions of section 7.3. The Joint Board shall notify the Members in writing of its final decision.

In the event that a Member who is only participating in one aspect (Health or Human Services) seeks to participate in the other service, that Member shall follow the same procedure for joining with respect to that service as set forth above.

- 7.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Joint Board and the Human Services Board and/or Community Health Board to which they are Members.
- 7.3 At the time of application, SWMHHS shall notify the applying County the amount of budget reserves for Human Services, Community Health and administration based upon the last audit report, and the proportionate share of reserves the County will be required to contribute to reserves upon becoming a member. Approval of membership by the Joint Board shall be contingent upon agreement of the County to contribute its proportionate share of budget reserves.

#### ARTICLE VIII

#### RIGHT TO WITHDRAW

- 8.1 A Member County may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdrawal." The approved Member County Board's resolution shall be submitted under cover letter and sent via certified mail to each party to this Agreement and to the Health and Human Services Director. The Notice must be received by July 1 of an odd numbered year to be effective December 31 of the following even numbered year, providing at least 18 months for the withdrawal process.
- 8.2 Withdrawal may occur at an earlier time by mutual agreement of a 2/3 majority vote of the non-withdrawing Members of the Joint Board and the withdrawing County Board.
- 8.3 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties. The withdrawing party shall retain title to any and all assets which it has been assigned by or provided to it by the SWMHHS, including all fixed assets on the premises at the time of notification of withdrawal.
- 8.4 Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Counties, and SWMHHS. The withdrawing County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.
- 8.5 All SWMHHS owned vehicles shall remain the property of SWMHHS, whether or not used by employees of the withdrawing County. All Community Health and Human Services records of SWMHHS shall be returned to SWMHHS, but the withdrawing party may obtain copies at its expense.

- 8.6 The Joint Board shall disburse to a withdrawing Member a proportionate share of any reserve funds which may exist, based upon the percentage of the budget contributed.

## ARTICLE IX

### AMENDMENT

- 9.1 Amendments to this Agreement may be proposed either by the Joint Board or by Member Counties. Some changes may be mandated by law. Notice of proposed changes shall be served on all Member Boards by certified mail not later than February 1 of an off numbered year, unless an earlier date is mandated by a change in law.
- 9.2 Amendments to this Agreement must be approved by two-thirds vote of Member Boards who have not given a notice to withdraw, and shall be approved by the Member Boards no later than June 1 in an odd numbered year, to go into effect January 31 of the following even numbered year in order to give any Member not in agreement with the change the opportunity to withdraw, unless an earlier date is mandated by law.
- 9.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as the Member Counties terminate this Agreement.

## ARTICLE X

### INDEMNIFICATION AND HOLD HARMLESS

- 10.1 The SWMHHS shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. SWMHHS shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 10.2 The SWMHHS shall fully defend, indemnify and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reasons of the action or inaction of the employees or agents of the SWMHHS. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.
- 10.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it

is the intent of the Members that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1a(a); provided further that for purposes of that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

- 10.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Party/Member to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party/Member.

## ARTICLE XI

### TERMINATION

- 11.1 The effective date of this Agreement is the 1st day of January, 2013.
- 11.2 This Agreement shall be effective with respect to a County upon approval of the governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Members who have approved and signed it.
- 11.3 This Agreement continues in force until terminated County Board resolutions by the respective County Boards of two-thirds of the Member Counties who have not given a notice to withdraw.
- A Member County which has given notice of withdrawal shall not be counted under this subsection.
- 11.4 **Effects of Termination.** Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement. Financial obligations shall continue until discharged by law, this Agreement or any other agreement.
- 11.5 **Winding-up and Distribution.** Upon termination of this Agreement SWMHHS shall be dissolved. The Joint Board shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be prorated and distributed to the Member Counties based upon the percentage of the budget contributed and the overall percentage of services provided to the Member Counties. Additionally, any joint property acquired shall also be liquidated and resulting funds distributed based on the overall percentage of services provided to each Member County.



ARTICLE XII

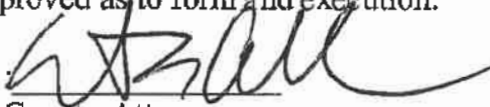
GOVERNING LAW, FINALITY, SEVERABILITY

- 12.1 **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 12.2 **Severability.** The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 12.3 **Final Agreement.** It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the agreement.

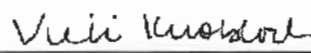
IN WITNESS WHEREOF, this Agreement has been executed by the parties by the authority in them vested.

COUNTY OF REDWOOD

Approved as to form and execution:

By:   
County Attorney

Date of Signature JUNE 5, 2012

By:   
Clerk to Board

Date of Signature JUNE 5, 2012



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> EDA
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Briana Mumme
EDA Revolving Loan Fund Loan	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Authorization to approve Redwood County EDA Revolving Loan Fund loan documents for Mind, Body, Spirit Wellness LLC.

**Background Information:**

At the January 16, 2024 the County Board of Commissioners authorized an EDA RLF loan to Mind, Body, Spirit Wellness, LLC. in the amount of \$55,000. This board action is to approve the corresponding loan documents.

County Attorney has approved the template loan documents, and does not require review.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

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 EDA Revolving Loan Fund  
Mind, Body, Spirit Wellness, LLC.

**PROMISSORY NOTE**

AT: Redwood Falls, MN  
AMOUNT: \$55,000  
DATED: \_\_, 2024

FOR VALUE RECEIVED, the undersigned Borrowers, Shawn M. Dixon and Joshua P. Dixon, whose address is 610 East 2<sup>nd</sup> Street, Redwood Falls, Minnesota 56283, promises to pay to the order of the Redwood County Economic Development Authority 403 South Mill Street, PO 130, Redwood Falls, Minnesota 56283, or at such other place as the holder may from time to time designate in writing, the sum of Fifty-Five Thousand and no/100ths Dollars (\$55,000), or so much as may have been advanced hereunder, together with interest thereon as hereinafter provided.

The Loan Agreement of even date herewith between Borrow and Lender (the "Loan Agreement") sets forth the interest rate, default rate, late payment charge, payment and prepayment provisions, the maturity date and other provisions applicable to this Note, all of herein, but no defined herein, shall have the meaning given such term in the Loan Agreement.

This Note is secured by a lien on real estate at 205 Vernon Avenue, Morgan, Minnesota 56266, Personal Guaranties, and certain other security agreements (collectively, the "Loan Documents"), all of even date herewith. The terms of the Loan Documents are incorporated herein. Disbursements of the principal of this Note will be made pursuant to the Terms of the Loan Agreement.

Except as otherwise described in the Loan Agreement, all payments shall first be applied to interest due on the unpaid principal balance and thereafter the reduction of principal. The entire outstanding principal balance and interest, if not sooner paid, shall be paid in full on or before the fifth anniversary of this Note.

If a default occurs under this Note and is not cured with fifteen (15) days after written notice to the Borrowers, Lender is entitled to all of the rights and remedies provided for in the Loan Documents, including without limitation the right to declare the principal balance hereof to be immediately due and payable and any other rights and remedies of Lender at law or in equity, and Lender may enforce the covenants, agreements and undertakings of Borrowers contained in the Note, in the Loan Agreement or the other Loan Documents and may exercise the remedies provided for thereby or otherwise available in respect to this Note and the other Loan Documents, all in accordance with the terms thereof.

The undersigned shall pay a late charge of five percent (5%) of the payment due of principal or interest if payment for any of these installments is not received within fifteen (15) calendar days following the due date. The late charge shall be considered unpaid if not received within thirty (30) calendar days of the missed due date for which it was imposed. Any unpaid late charge shall be added to principal and bear interest at the same rate as specified in the Loan Agreement. Acceptance of a late charge by Lender does not constitute a waiver of default.

The undersigned agrees to pay all costs of collection, including reasonable attorney's fees and legal expenses, incurred by the holder in the event this Note is not duly paid. The holder may at any time renew this Note or extend its maturity date for any period and release any security for, or any party to, this Note, all without notice to or consent of and without releasing any party, maker, endorser or guarantor from any liability on this Note. Presentment or other demand for payment and notice of dishonor and protest are hereby waived by the undersigned and each endorser and guarantor.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed as of the day and year first above written.

BORROWER

\_\_\_\_\_  
Shawn M. Dixon

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF REDWOOD    )

The foregoing instrument was acknowledged before me this \_\_ day of  
\_\_\_\_, 2024 by Shawn M. Dixon.

\_\_\_\_\_  
NOTARY PUBLIC

BORROWER

\_\_\_\_\_  
Joshua P. Dixon

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF REDWOOD    )

The foregoing instrument was acknowledged before me this \_\_ day of  
\_\_\_\_, 2024 by Joshua P. Dixon.

\_\_\_\_\_  
NOTARY PUBLIC



Redwood County EDA Revolving Loan Fund  
Mind, Body, Spirit Wellness LLC.

**GUARANTY**

THIS GUARANTY (“Guaranty”), dated as of this \_\_\_ day of \_\_\_, 2024, is made and given by Mind, Body, Spirit, Wellness, LLC., with an address at 250 Vernon Avenue, Morgan, Minnesota, 56266 (“Guarantors”), in favor of the Redwood County Economic Development Authority, 403 South Mill Street, PO Box 130, Redwood Falls, Minnesota 56283 (“Lender”).

**RECITALS:**

A. Lender has agreed to extend Mind, Body, Spirit Wellness, LLC., (“Borrower”), an economic development loan in the sum of Fifty-Five Thousand Dollars and No/100 Cents (\$55,000.00) (the “Loan”), which Loan is evidenced by a Promissory Note in such amount of even date herewith (the “Note”), and is the subject of a Loan Agreement of even date herewith between Borrower and Lender (the “Loan Agreement”); the Note, the Loan Agreement, this Guaranty and the other “Loan Documents” (as that term is defined in the Loan Agreement) are sometimes hereinafter collectively referred to as the “Loan Documents.” Any capitalized term used herein and otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

B. It is a condition precedent to the obligation of Lender to make the Loan to Borrower that this Guaranty be executed and delivered by Guarantors.

NOW, THEREFORE, in consideration of the recitals, the truth and correctness of which are hereby confirmed by Guarantors, of the making of the Loan, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants and agrees with Lender as follows:

Section 1. The Guaranty. Guarantors hereby primarily, absolutely, irrevocably and unconditionally guaranteed to Lender the following (collectively referred to herein as the “Obligations”): (i) the prompt payment when due (whether at a stated maturity date or earlier by reason of acceleration of otherwise) of all periodic amounts now and hereafter made by Lender to Borrower under the Loan Documents; (ii) all indebtedness (principal, interest and other), liabilities and monetary obligations of Borrower to Lender of every kind, nature and description under the Loan Documents; (iii) the prompt performance of all other covenants, obligations and agreements to be kept and performed by Borrower under the Loan Documents; and (iv) all representations and warranties made by Borrower in the Loan Documents being true, correct and complete. This is a guaranty of payment and performance and not of collection. If there is more than one guarantor of the Obligations, this guaranty shall be a joint and several guaranty of the Obligations of each person who executes this guaranty or any other Guaranty of the Loan.

Section 2. Continuing Guaranty. This Guaranty is an absolute, irrevocable, direct, primary, unconditional, complete and continuing guaranty of payment and performance of the Obligations. The obligations of Guarantors hereunder shall not be released by any action which might, but for this provisions of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, other than irrevocable payment and performance in full of the Obligations. No notice of any renewal or extension

of the Obligations need be given to Guarantors. Guarantors hereby waive (a) diligence, demand for payment, presentment, protest, notice of demand, of protest, of dishonor, of nonpayment, of default or of nonperformance of any and all of the Obligations; (b) notices of advances of any Obligations; (c) all other notices and demands of any kind and description relating to the Obligations now or hereafter provided for by any agreement, statute, law, rule or regulation; and (d) all defenses of Borrower pertaining to the Obligations, except for the defense of discharge by irrevocable payment and performance. The Obligations shall constitute the direct and primary obligations of Guarantors, and the obligations of Guarantors hereunder are irrevocable. Guarantors shall be and remain liable for any deficiency remaining after foreclosure of any mortgage, whether or not the liability of Borrower or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise. The acceptance of this Guaranty by Lender is not intended to and does not release any liability previously existing of any guarantor or surety of any indebtedness of Borrower to Lender.

Section 3. Other Transactions. Lender is authorized (a) to make the loan as requested by Borrower pursuant to the Loan Agreement; (b) to exchange, surrender or release, with or without consideration, any collateral or security which may be placed with it by Borrower or to deliver any such collateral or security directly to Borrower for collection and remittance or for credit, or to collect the same in any manner without notice to Guarantors; and (c) to amend, extend or supplement the Loan Documents, to waive compliance by Borrower with the terms thereof and to settle or compromise any of the Obligations without notice to or consent of Guarantors and without affecting the liabilities of Guarantors hereunder. No invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security therefor or other recourse with respect thereto shall affect, impair or be a defense to this Guaranty. The liabilities of Guarantors shall not be affected by any failure, delay, neglect or omission on the part of Lender to realize upon any of the obligations of Borrower to Lender, or upon any collateral or security for any of the Obligations, nor by the taking by Lender of (or its failure to take) any other guaranty or guaranties to secure the Obligations, nor by the taking by Lender of (or its failure to take or its failure to perfect its security interest in or other lien on) collateral or security of any kind. No act or omission of Lender, whether or not such action or failure to act varies or increases the risk, or affects the rights or remedies, of Guarantors, shall affect or impair the obligations of Guarantors hereunder. This Guaranty is in effect and binding without reference to whether this Guaranty is signed by any other person. Possession of this Guaranty by Lender shall be conclusive evidence of due delivery hereof by Guarantors and acceptance hereof by Lender. This Guaranty shall continue in full force and effect, notwithstanding (a) the release of Borrower or any extension of time to Borrower, (b) the release of or any extension of time to any other guarantor of the Obligations or any part thereof, and/or the making of any other loans by Lender to Borrower.

Section 4. Actions Not Required. Guarantors hereby waive any and all right to cause a marshalling of the assets of Borrower or any other action by any court or other governmental body with respect thereto or to cause Lender to proceed against any security for the Obligations or any other recourse which Lender may have and waives any requirement that Lender institute any action or proceeding at law or in equity, or obtain any judgment, against Borrower or any other person, or with respect to any collateral or security for the Obligations, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, Guarantors upon this Guaranty. Time is of the essence with respect to Guarantors' obligations under this Guaranty. If any remedy or right hereby granted shall be found to be unenforceable, such unenforceability shall not limit or prevent enforcement of any other remedy or right hereby granted.

Section 5. No Subrogation. Unless and until the Obligations have irrevocably been paid in full, and notwithstanding any payment or payments made by Guarantors hereunder, Guarantors irrevocably waive all rights of subrogation to any of the rights of Lender against Borrower or any other person liable for payment of any of the Obligations or any collateral security or guaranty or right of offset held by Lender for the payment or performance of the Obligations, and

Guarantor irrevocably waives all legal and equitable rights to seek any recourse to or contribution, recovery or reimbursement from, or subrogation against, Borrower or any other person liable for payment or performance of any of the Obligations in respect of payments or performance made by Guarantors hereunder.

Section 6. Application of Payments. Any and all payments made by Guarantors or by any other person, and/or the proceeds of any or all collateral or security for any of the Obligations, may be applied by Lender on such items of the Obligations as Lender may elect.

Section 7. Recovery of Payment. If any payment received by Lender and applied to the Obligations is subsequently set aside, recovered, rescinded or required to be returned or repaid for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower), the Obligations to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Obligations as fully as if such application had never been made. No payment shall be deemed to be irrevocable for the purpose of this Guaranty if it remains subject to any possible such set aside, recovery, rescission, return or repayment for any reason.

Section 8. Representations and Warranties of Guarantors. Guarantors hereby represent and warrant to, and covenant with, Lender that:

- a. Borrower's Financial Condition. Guarantors are familiar with the financial condition of Borrower and with all other facts and circumstances which a diligent inquiry would reveal and which would bear upon the risk of nonpayment or nonperformance of the Obligations, and Guarantors have executed and delivered this Guaranty based on his or her own judgment and not in reliance upon any statement or representation of Lender. Lender shall have no obligation to provide any Guarantors with any advice or information whatsoever or to inform any Guarantors at any time of Lender's actions, evaluations or conclusions on the financial condition of or any other matter concerning Borrower.
- b. Guarantors are individual persons who are citizens of the United States of America and both are a citizen and resident of the State of Minnesota, who is under no legal disability. This Guaranty, when executed and delivered, will be the legal and binding obligation of Guarantors, enforceable against Guarantors in accordance with its terms. The execution and delivery of this Guaranty will not violate any law, statute, ordinance, code or governmental rule or regulation applicable to Guarantors, and will not violate or cause a default under, or permit acceleration of, any agreement to which Guarantors are a party or by which he or she or any of his or her assets or property is bound. Guarantors are not in default (beyond any applicable grace period) in the performance of any loan, agreement, order, writ, injunction, decree or demand to which it is a party or by which it is bound, and the execution and delivery of this Guaranty will not constitute a default thereunder.
- c. Litigation. There are no actions, suits or proceedings pending or, to the knowledge of Guarantors, threatened against or affecting Guarantors which, if determined adversely to Guarantors, would have a material adverse effect on the condition of Guarantors or on the ability of Guarantors to perform his or her obligations under this Guaranty. No unsatisfied judgments have been entered against Guarantors; and no unsatisfied liens have been filed against Guarantors.

- d. Taxes. Guarantors have filed all federal, state and local tax returns required to be filed and has paid or made provision for the payment of all taxes due and payable pursuant to such returns and pursuant to any assessments made against Guarantors.

Section 9. Financial Statements and Reports. Upon request, and as required by the Loan Agreement, Guarantors will furnish to Lender such annual financial statements prepared in accordance with recognized accounting principles consistently applied, all filed income tax returns, and such other financial reports and information as are requested by Lender.

Section 10. Remedies. All remedies afforded to Lender by this Guaranty are separate and cumulative remedies, and no one of such remedies, whether or not exercised by Lender, shall limit any of the other remedies available to Lender hereunder, under the Loan Documents, at law, in equity by statute or otherwise, and shall in no way limit or prejudice any other remedy which Lender may have. Mere delay or failure to act shall not preclude the exercise or enforcement of any such rights and remedies available to Lender.

Section 11. Bankruptcy of Borrower. The liabilities and obligations of Guarantors under this Guaranty shall not be impaired or affected by the institution by or against Borrower or any other person of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors. Any discharge of any of the Obligations pursuant to any such bankruptcy or similar law or other law shall not diminish, discharge or otherwise affect in any way the obligations of Guarantors under this Guaranty, and upon the institution of any of the above actions, such obligations shall be enforceable against Guarantors.

Section 12. Costs and Expenses. Guarantors shall pay or reimburse Lender on demand for all out-of-pocket expenses (including in each case all reasonable fees and expenses of counsel) incurred by Lender arising out of or in connection with the enforcement of this Guaranty against Guarantors or arising out of or in connection with any failure of Guarantors to fully and timely perform the obligations of Guarantors hereunder.

Section 13. Waivers and Amendments. This Guaranty can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Lender. A waiver so signed shall be effective only in the specific instance and for the specific purpose given.

Section 14. Transfer of Assets. Guarantors agree not to transfer any material portion of his, her, it's or their assets without fair and adequate consideration, except for gifts made for the ordinary course to a spouse or child, or as otherwise agreed to in writing by Lender.

Section 15. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder will be sufficiently given if in writing and delivered in person, sent by United States certified mail, return receipt requested, postage prepaid, sent by overnight mail by a nationally recognized courier service or sent by fax (provided that a copy of such fax is also sent to such party on the same business day) by certified mail or by an overnight courier service to the party being given such notice at the appropriate address or fax number set forth on page 1 hereof, or to such other address or fax number as any party may give to the others in writing at least 10 days prior to the effective date of said change of address or fax number.

Section 16. Guarantor Acknowledgments. Guarantors acknowledges that (a) Guarantors will benefit by and from the making of the Obligations by Lender to Borrower; (b) Guarantors have received legal and adequate consideration for the execution of this Guaranty and has executed and delivered this Guaranty to Lender in good faith in exchange for reasonably equivalent value; (c) Guarantors are not presently insolvent and will not be rendered insolvent by



virtue of the execution and delivery of this Guaranty; (d) Guarantors have not executed or delivered this Guaranty with actual intent to hinder, delay or defraud Guarantors' creditors; (e) Lender has agreed to make the Loan in reliance upon this Guaranty; (f) Guarantors' independent counsel has advised Guarantors in the negotiation, execution and delivery of this Guaranty; (g) Lender has no fiduciary relationship to Guarantors, their relationship being solely that of debtors and creditor; (h) no joint venture exists between Guarantors and Lender; and (i) Guarantors have received a true and correct copy of the Loan Agreement and Note.

Section 17. Successors and Assigns. This Guaranty shall (a) remain in full force and effect until irrevocable payment and performance in full of the Obligations, and the expiration of the obligation, if any, of Lender to make Discretionary Advances to Borrower under the Loan Agreement, (b) be binding upon Guarantors and the heirs, representatives, successors and assigns of Guarantors, and (c) inure to the benefit of, and be enforceable by, Lender and its successors, transferees and assigns. In the event of the death of Guarantors, this Guaranty shall be enforceable as a claim against his or her estate or otherwise against the representatives of said estate, his or her heirs at law, the devisees or beneficiaries of said estate and each of them.

Section 18. GOVERNING LAW; JURISDICTION; VENUE. THIS GUARANTY, THE RIGHTS OF THE PARTIES HEREUNDER AND THE INTERPRETATION HEREOF SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF. AT THE OPTION OF LENDER, THIS GUARANTY MAY BE ENFORCED IN THE STATE COURT SITTING IN REDWOOD COUNTY, MINNESOTA; GUARANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT JURISDICTION IN SUCH FORUMS IS NOT PROPER OR THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT AN ACTION IS COMMENCED IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS GUARANTY, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

Section 19. Severability. Whenever possible, each provision of this Guaranty and any other statement, instrument or transaction contemplated hereby or relating hereto, shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Guaranty or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty or any other statement, instrument or transaction contemplated hereby or relating hereto.

Section 20. WAIVER OF JURY TRIAL. GUARANTORS AND LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY, THE OBLIGATIONS HEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. GUARANTORS AND LENDER EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Section 21. General. All representations and warranties contained in this Guaranty, or in any other agreement between Guarantors and Lender, shall survive the execution, delivery and performance of this Guaranty and the creation, payment and performance of the Obligations.

Captions in this Guaranty are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Guaranty.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the date first above written.

GUARANTOR:

\_\_\_\_\_  
Shawn M. Dixon

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF REDWOOD    )

The foregoing instrument was acknowledged before me this \_\_\_ day of  
\_\_\_\_, 2024 by Shawn M. Dixon.

\_\_\_\_\_  
NOTARY PUBLIC

GUARANTOR:

\_\_\_\_\_  
Joshua P. Dixon

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF REDWOOD    )

The foregoing instrument was acknowledged before me this \_\_\_ day of  
\_\_\_\_, 2024 by Joshua P. Dixon.

\_\_\_\_\_  
NOTARY PUBLIC



Redwood County EDA Revolving Loan Fund  
Mind, Body, Spirit Wellness, LLC.

## LOAN AGREEMENT

THIS LOAN AGREEMENT ("Loan Agreement") is made and entered into this \_\_\_ day of \_\_, 2024, by and between the Redwood County Economic Development Authority, 403 South Mill Street, P.O. Box 130, Redwood Falls, Minnesota 56283 (hereinafter "Lender"), and Mind, Body, Spirit Wellness, a Limited Liability Corporation located at 205 Vernon Avenue, Morgan, Minnesota, 56266 (hereinafter "Borrower").

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **LOAN, INTEREST RATE AND PAYMENTS.** Borrower agrees to borrow from Lender, and Lender agrees to lend to Borrower, the sum of Fifty-Five Thousand and No/100th Dollars (\$55,000.00); such loan proceeds shall be used by Borrower for the following purposes and subject to all of the terms, provisions and conditions of this Agreement: for interior remodeling construction and exterior improvements of the commercial property located at 205 Vernon Avenue, Morgan, Minnesota. Lender shall advance loan funds to Borrower upon signature of the Loan Documents.

A. **Expenses and Advances Secured by Loan Documents.** All disbursements, advances or payments made by Lender hereunder, all amounts expended by Lender pursuant to this Loan Agreement, Lender's reasonable attorneys' fees, if any, and all other loan expenses, as and when advanced or incurred by Lender, will be secured by the Loan Documents (as hereinafter defined) executed of even date herewith.

B. **Interest.** The unpaid principal balance of the Note (as hereinafter defined) shall accrue interest at an annual rate (the "Interest Rate") equal to the rate of seven percent (7%), and shall remain fixed for the term of this loan. Interest on the unpaid principal balance shall be computed on the basis of a 360 day year, but shall be charged for the actual number of days interest is unpaid (actual+ 360). If the loan has not been repaid on or before the Maturity Date (as hereinafter defined) or if an Event of Default (as hereinafter defined) occurs, then the unpaid principal balance shall thereafter accrue interest at an annual rate of seven percent (7%) per annum in excess of the Interest Rate, as such rate changes from time to time (the "Default Rate"), until the unpaid principal balance is paid in full or such Event of Default is cured.

If for any reason whatsoever the interest and other consideration payable to Lender under the Loan Documents (as defined below) exceeds the limit prescribed by any applicable usury statute or any other applicable law, then such interest and other consideration shall be reduced to the limit provided in such statute or law, so that in no event shall such interest and other consideration be in excess of such limit. If any payments of interest or other consideration have been made to Lender in excess of such limits, such excess amount shall be applied to the principal balance or, if the loan has been fully paid, refunded to Borrower.

C. Payments. The loan amount shall be amortized over a period of 120 months. Beginning May 1, 2024 and thereafter for the term of the loan, the principal balance and accrued interest on the Note shall be payable on the first day of each calendar month. The payment shall be in the amount of Six Hundred Thirty-Eight Dollars and 60/100 Cents (\$638.60), the first installment being due on the 1<sup>st</sup> day of May, 2024 with a like amount on the same day of each and every month thereafter.

All payments paid after May 1, 2024 shall be applied first to accrued interest, then to late payment charges and then to the payment of the principal balance; provided, however, if an Event of Default exists, Lender may elect to apply any payments in any order as it deems appropriate. Payments of principal of, and interest on, the Note and all late payment charges, fees, expenses and other obligations of Borrower under the Loan Documents which are payable to Lender shall be made to Lender without setoff or counterclaim in immediately available funds on the due date thereof.

D. Origination Fee Payment. Borrower will pay to Lender the amount of Five Hundred and *Null* 00 Dollars (\$500.00) as an origination fee at the time of closing. This fee includes the cost of a mortgage lien on parcel ID 86-200-2060 property identified for collateral.

E. Prepayment. The unpaid principal balance of the Note and accrued interest thereon may be prepaid in full or in part at any time, without premium or penalty. No partial payment shall change any due date or the amount of any regularly scheduled installment payment. Lender shall not be obligated hereunder to re-advance to Borrower any sums prepaid by Borrower, whether prepaid voluntarily or involuntarily.

F. Late Payment Charge. In the event that any required payment of principal or interest hereunder is not made within five days after the due date thereof, Borrower shall pay to Lender a late payment charge equal to five percent (5%) of the amount of the overdue payment, for the purpose of reimbursing Lender for a portion of the expense incident to handling the overdue payment.

2. **RELOCATION.** The Borrower agrees that the funds loaned will not be used for any activity that serves to relocate jobs from one labor market (commuting) area to another. The Borrower agrees that the business being financed will not be moved to a different labor market area to the detriment of local workers.

3. **ELIGIBLE LENDING AREA.** The Borrower agrees that the business activity being financed will be accomplished in Redwood County. The Borrower agrees that the business being financed will not be moved out of said area.

4. **SECURITY.** Prior to disbursement of any funds Borrower shall deliver to Lender a Promissory Note ("Note"); a lien on the 205 Vernon Avenue, Morgan, Minnesota real estate; personal guaranty by Shawn M. Dixon and Joshua P. Dixon; and any other security agreement reasonably requested by Lender to secure its interest in the collateral (the Note, the lien and personal guaranty and other loan documents are collectively, the "Loan Documents"), all of which shall incorporate the terms and conditions of this Agreement by reference and where in direct conflict, the terms of such Loan Documents shall prevail. The terms and conditions of all Loan Documents are incorporated herein by reference.

5. **NON-SUBSTITUTION FOR PRIVATE CAPITAL.** The purpose of the Redwood County EDA Revolving Loan Fund ("Fund") is to directly loan funds to assist new and existing retail, service, manufacturing, and distribution businesses with fixed asset and working capital financing. The primary business sectors targeted for these loan proceeds will be agribusiness, retail firms, and service sector. Manufacturing companies will also be considered. Businesses must be located or operate in Redwood County. They must be a "for-profit" business. Should the Lender determine that Borrower's documentation supporting said conditions is inaccurate, Borrower shall be deemed to be in default and Lender shall have rights and remedies set forth in this agreement and other Loan Documents.

**6. BUSINESS ORGANIZATION.**

A. Organization and Standing. Borrower is duly organized, validly existing and in good standing under the laws of the State of Minnesota and is qualified to do business in all jurisdictions in which it operates.

B. Management. Borrower shall not permit any significant change in ownership, control or management of Borrower's business operation for which the loan proceeds are designated without notifying the Lender. After the date of this agreement Borrower shall furnish to Lender the names of any additional persons who from time to time become partners, shareholders, or executive personnel of Borrower and the names of those persons who no longer are partners, shareholders, or executive personnel of the Borrower. The Borrower agrees to meet with the Lender every other month, as requested, to discuss management and business issues.

C. Lending Prohibited. No loans shall be made to partners, employees, shareholders, directors or related parties of Borrower, until all debt obligations hereunder, including principal, interest or other costs, are paid in full to Lender. Any such existing loans are hereby subordinated to all indebtedness to Lender.

D. Repayment Prohibited. There shall be no repayment of loans from partners, employees, shareholders, directors, or family members of partners, employees, shareholders, or directors until such time that all debt obligations hereunder, including principal, interest, or other costs, are paid in full to Lender. Any such existing loans are hereby subordinated to all indebtedness to Lender.

7. **INSURANCE.** Borrower shall obtain fire, theft and extended coverage insurance covering all collateral given by Borrower to Lender to secure the loan. The insurance shall be in a sum at least equal to the fair market value of the collateral. The insurance shall contain a loss payable clause in favor of Lender which shall not be impaired by the acts or omissions of Borrower and that Lender shall otherwise be afforded all rights and privileges customarily provided by a Lender under the so called standard mortgage clause. The insurance which Borrower is required to procure and maintain shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Lender. The insurance shall be maintained by Borrower at all times while any amount remains unpaid under the promissory note. The insurance policy shall provide for not less than twenty (20) days written notice to Lender before cancellation, non-renewal, termination or change of coverage, and Borrower shall deliver to Lender a duplicate original or certificate of such insurance policy or policies.

8. **FINANCIAL STATEMENTS.** The Borrower and any of its subsidiaries or affiliates shall provide Lender with financial statements, upon request. The records, books, documents and accounting procedures and practices of the Borrower, subsidiaries, affiliates, and any subcontractor relating to this program and to this contract, shall be subject to audit and examination by the Lender and the State of Minnesota. Every guarantor of the promissory note shall provide Lender with an annual financial statement in a form acceptable to Lender. The financial statement shall be provided within four months of the end of each calendar year.

9. **LEGAL STANDING.** If the Borrower is required to be registered with the Secretary of State of the State of Minnesota, the Borrower shall provide Lender with a certificate from the Secretary of State evidencing that Borrower is in good standing with the State of Minnesota.

10. **INDEMNIFICATION.** Borrower agrees to indemnify, save and hold harmless the Lender, and all its agents, and employees from any and all claims, demands, actions, cause of action, or expense incurred by Lender, including attorney fees of whatsoever nature or character arising out of or by reason of the Lender's functions and of any activities connected with the performance of this Agreement, and further agrees to defend at the Borrower's sole cost and expense any action or proceeding commenced for the purpose of asserting any claims of whatsoever character arising as a result of the Lender's functions and of any activities connected with the performance of this Agreement, whether or not such action or claim was negligence of the Lender, its agents or employees.

The Borrower and its principals agree to indemnify and hold harmless the Lender, its agents, and assigns from and against any damages, costs liability or expense, including attorney and other professional fees directly or indirectly attributable to the release, threatened release, discharge, manufacture, production, storage, disposal or presence of hazardous toxic substances, either on or under Borrower's property or property in which the Borrower has an interest, including adjoining real property, brought on by the Borrower's conduct of business.

The indemnification will specifically survive, and is entirely independent of: 1) the Borrower's contractual obligation to repay the primary obligation held by Lender as amended, extended or renewed by Borrower; 2) the repayment in full of the borrower's indebtedness to Lender; and 3) the release of Lender's liens on Borrower's real or personal property by payment, foreclosure or other action, including Lender's discretionary abandonment of lien.

Furthermore, the Borrower, and its principals, as individuals, hereby assure the Lender they will abide by all federal and state statutes and/or regulations regarding environmental protection issues.

**11. IDENTIFICATION NUMBER.** The Borrower agrees to provide its federal tax identification number. This Agreement cannot be approved unless this information is provided. This number will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.  
Social Security No.:

**12. WORKERS' COMPENSATION INSURANCE.** In accordance with the Minnesota Statutes Chapter 176, Borrower agrees to provide workers' compensation insurance and furnish proof of coverage upon request.

**13. JOBS.** One full-time job must be created or retained for every ten thousand (\$10,000.00) dollars of loan proceeds from Lender. Borrower shall provide Lender a statement as to the number of types of jobs created or retained as a result of this loan. The statements will be provided on a semi-annual basis until notified by Lender to discontinue. A full-time job is defined as a year-round job consisting of at least 32 hours per week.

**14. DEFAULT.** The principal and interest owed under any indebtedness made and arising under this Loan Agreement shall immediately become due and payable without notice, presentment, demand, protest or notice of protest of any kind, all of which are expressly waived by Borrower, in following events ("Event of Default"):

A. Borrower defaults in the performance or observation of any of the conditions or covenants of this Agreement or of any other Loan Document described herein.

B. Any sum payable on account of principal and interest shall not be paid within fifteen (15) days after it becomes due.

C. After notice from the appropriate regulatory body, Borrower fails to comply with any applicable law or regulation within reasonable period of time, it being agreed that nothing shall prevent Borrower from contesting, in good faith, the applicability or legality of any such law or regulation.

D. Borrower shall make a general assignment to the benefit of creditors or file a petition in voluntary bankruptcy or a petition or answer seeking reorganization of Borrower or a readjustment of its indebtedness under the Federal Bankruptcy law, or consent to the appointment of a receiver or trustee of its property.

E. The Borrower shall be adjudged bankrupt or insolvent or a petition or proceedings for the bankruptcy or for reorganization shall be filed against it and it shall admit the material allegations thereof, or an Order, Judgment or Decree shall be made approving such a petition, and such Order, Judgment or Decree shall not be vacated or stayed within thirty (30) days of its entry or a receiver or trustee shall be appointed for Borrower or its properties or any part thereof and remain in possession thereof for thirty (30) days.

F. Lender reasonably deems itself insecure.

G. Borrower fails to comply with the covenants and agreements contained in the promissory note, mortgage and/or security agreement, application documents, or any agreements signed by Borrower in connection with this loan.

H. Any statement or representation made by the Borrower in any loan document proves to be false or inaccurate.

15. **RIGHTS OF LENDER UPON DEFAULT.** Upon default by Borrower, Lender may proceed to exercise any of its legal rights and remedies provided by law, including, but not limited to, proceedings against Borrower's collateral. No delay or failure on the part of Lender in exercising any right, power or privilege, nor shall any single or partial exercise thereof prevent any further exercise thereof, or the exercise of any other rights, power or privileges.

16. **LEGAL REMEDIES OF LENDER.** The Borrower acknowledges Lender's right to pursue any legal remedies against the Borrower and to recover from the Borrower any amounts paid by Lender to the Borrower under this Agreement together with interest and all reasonable costs of collection including attorney fees.

17. **DUTIES OF BORROWER.** Borrower agrees, in connection with the operation of its business, to do the following:

- A. To keep account books for the operation.
- B. To furnish Lender, upon request, with periodic financial statements, including balance sheets, profit and loss statements, and analysis budgets. This paragraph is in addition to the requirements of paragraph 8 herein.
- C. To allow Lender to conduct on-site visits and to inspect Borrower's business records and business operation, at reasonable times with reasonable notice to Borrower.
- D. Upon request, to furnish the Lender with the following reports or a copy thereof: (1) all tax records (local, state and federal); (2) all payroll records; (3) all sales records; (4) all purchase records; and (5) all employment records.
- E. To invest the entire proceeds of the loan in Borrower's business and property at 202 Main Street, Lamberton, Minnesota, 56152, and not intermingle the funds with the funds of other businesses or projects of Borrower.
- F. To execute a promissory note, mortgage and/or security agreement, and personal guaranty, granting to Lender a security interest in the property described in said security agreement. Borrower also agrees to also execute such documents as are necessary to perfect the security interests.
- G. Abide by all other documents signed in connection with this loan.
- H. Abide by and comply with the following:
  1. It will comply with Department of Commerce and the Economic Development Administration Regulations under Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d 4), the requirements imposed by or pursuant to Regulations, issued for the Department of Commerce and designated as 15 CFR Subtitle A Part 8, and any amendments thereto.
  2. It will comply with the provisions of Section 112 of Public Law 92-65 (42 U.S.C. 3123), the requirements imposed by or pursuant to the Regulations of the Economic Development Administration promulgated in 13 CFR Part 311 (as amended by the April 1979 EDA Civil Rights Guidelines), and any amendments thereto.
  3. It will comply with Section 504 of the Rehabilitation Act of 1973 (26 U.S.C. 794), and the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.). In addition, it agrees to secure the compliance or to cooperate actively with EDA to secure the compliance by others with the acts and the regulations. Such requirements hold that no person in the United States shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal financial assistance has been extended.
  4. It will comply with Executive Order 11246 as amended by Executive Orders 11375 and 12086 and the regulation issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contract. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

5. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income persons residing within the unit of local government in which the project is located; and the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.
6. It will comply with the Contract Work Hours and Safety Standards Act as Amended (40 U.S.C. 327-333) and with the Anti-Kickback Act as Amended (40 U.S.C. 276(c); 18 U.S.C. 874); which outlaw and prescribe penalties for kickbacks of wages in federally financed or assisted construction activities.
7. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
8. It will give Lender and the Minnesota State Auditor, through any authorized representatives, access to and the right to examine all records, books, papers or documents related to the loan.
9. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the fund of the Receipt of any communication from the Director or the EPA Office of federal activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, P.O. 93-234, Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any RLF financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan or guaranty.
11. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 469a-1, et seq.) by: (a) consulting with the State Historic Preservation Officer to identify properties listed or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and (b) complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
12. It will comply with: (a) the National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et. seq.) and 24 CFR Part 58; (b) Executive Order 11988, Floodplain Management; (c) Executive Order 11990, Protection of Wetlands; (d) the Endangered Species Act of 1973, as amended (16 U.S.C. Section 1531 et. seq.); (e) the Wild and Scenic Rivers Act, as amended (16 U.S.C.S. 1271 et. seq.); (f) the Safe Drinking Water Act P.L. 93-523 as amended (42 U.S.C.S. 300f-300j-9) (g) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b)); (h) the Clean Air Act, as amended (42 U.S.C.S. 7401 et. seq.); (i) the Water Pollution Control Act as amended, (33 U.S.C.S. 1251 et. seq.); (j) the Clean Water Act of 1977 (Public Law 95-217; and Public Law 96-148); (k) the Solid Waste Disposal Act Public Law 96-482 (42 U.S.C.S. 6901 et. seq.); (l) the Noise Pollution and Abatement Act of 1970 (42 U.S.C.S. 1858); and (m) the Noise Control Act of 1972 (Public Laws 92-574 and 95-609).
13. It will require every building or facility designed, constructed, or altered with funds provided under this part to comply with the "American Standard Specifications for Making Building and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117, subject to the exceptions contained.
14. It will not use loan proceeds from the Borrower in a project which assists in moving jobs from one area to another. An expansion of an existing business to a new location may be assisted if such an expansion will not cause unemployment in other areas where the business conducts operations, or will not enable contractors or subcontractors to undertake contracts or subcontracts heretofore



performed elsewhere, the performance of which would result in an increase of unemployment at the previous location of such work. If requested by Lender, the Borrower must sign a "Certificate of Non-Relocation."

15. **AIR QUALITY:** Clean Air Act of 1970, as Amended (42 U.S.C. 7401-7642) EPA Regulation 40 CFR Part 50, and Partially 40 CFR Part 51, 52, 61;
16. **HISTORIC PROPERTIES:** National Historic Preservation Act Public Law 89-665 (16 U.S.C. 470 et. seq.) (36 CFR Part 800); Preservation of Historic and Archaeological Data Act of 1974 (16 U.S.C. 469-469c); Executive Order 11593 -- Protection and Enhancement of the Cultural Environment;
17. **FLOODPLAIN:** Flood Disaster Protection Act of 1973 (PL 93-234) and Implementary Regulations; Title 24, Chapter X, Subchapter B, National Flood Insurance Program (44 CFR 59-75);
18. **WETLANDS:** Executive Order 11990, Protection of Wetlands and Applicable State Legislation or Regulations;
19. **COASTAL ZONE:** Coastal Zone Management Act of 1972, Public Law 92-583 as Amended (16 U.S.C. 1451 et. seq.);
20. **WATER QUALITY:** Federal Water Pollution Control Act, as Amended (33 U.S.C. 1251-1376); Safe Drinking Water Act of 1974 (42 U.S.C. 300f-300j-10), as Amended; Minnesota Statutes 16.46 et seq.; Minnesota Statutes 103H;
21. **SOLID WASTE DISPOSAL:** Solid Waste Disposal Act, as Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6987); U.S. Environmental Protection Agency (EPA) Implementing Regulations (40 CFR Parts 240-265);
22. **FISH AND WILDLIFE:** Fish and Wildlife Coordination Act (16
23. U.S.C. 661-666c);
24. **ENDANGERED SPECIES:** Endangered Species Act of 1973, as Amended (16 U.S.C. 1531-1543);
25. **CHEMICALS AND HAZARDOUS WASTE:** Toxic Substances Control Act, (15 U.S.C. 2601 et. seq.);
26. **ACCESS FOR HANDICAPPED PERSONS:** Public Law 90-480 as Amended (42 U.S.C.S. 4151 et seq.) and the regulations issued thereunder;
27. **DAVIS-BACON:** Davis-Bacon Act, as Amended (40 U.S.C.S. 276a-276a-5); (42 U.S.C.S. 3222);
28. **EARTHQUAKE REQUIREMENTS:** Earthquake Hazards Reduction Act of 1977, P.L. 95-124, as Amended (42 U.S.C.S. 7704 et seq.) and Executive Order 12699;
29. Coastal Barriers Resources Act, P.L. 97-348 (16 U.S.C.S. 3501 et seq.);
30. The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), P.L. 96-510, as Amended, by Superfund Amendments and Reauthorization Act of 1986 (SARA) (42 U.S.C.S. 6091 et. seq.); and,
31. Resource Conservation Recovery Act of 1976, P.L. 94-580, as Amended (42 U.S.C.S. 6901).

18. **WAIVER.** Lender shall not by an act, delay, or omission be deemed to have waived any of its rights or remedies against Borrower and any delay or omission shall not be construed as a bar to or waiver or any such right or remedy against Borrower which Lender would have had on any future occasion.

19. **ENTIRE AGREEMENT INVALIDITY.** This Agreement sets forth the entire agreement between the parties and there are no representations or warranties except as expressly set forth herein. No amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. Should any clause or provision of this Agreement become invalid for any reason, such invalidity shall not result in the invalidity or unenforceability of any other clause or provision of this Agreement.

20. **NO AGENCY.** Borrower shall have no authority to act as agent of Lender and nothing herein shall be construed as constituting Borrower as agent for Lender.

21. **ASSIGNMENT.** This Agreement shall not be assignable by Borrower without the written consent of Lender.

22. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

23. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

24. **NOTICES.** Notices and other communications required herein shall be in writing and mailed to the last known address of each party, to be effective on date of mailing. The address of each party, unless notified as required herein, is as follows:

Lender:

Redwood County Economic Development Authority  
Physical: 403 South Mill Street, Redwood Falls, Minnesota 56283  
Mailing: P.O. Box 130, Redwood Falls, Minnesota 56283

Borrower:

Mind, Body, Spirit Wellness, LLC,  
Physical: 205 Vernon Avenue, Morgan, Minnesota 56266  
Mailing: 610 East 2<sup>nd</sup> Street, Redwood Falls, Minnesota 56283

25. **TITLES AND HEADINGS.** The titles and headings used herein are for convenience only and do not constitute any part of this Agreement.

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

**Redwood County Economic  
Development Authority**

BY:

\_\_\_\_\_  
Jim Salfer, County Commissioner Chairman  
Redwood County

**BORROWERS**

\_\_\_\_\_  
Shawn M. Dixon, Mind, Body, Spirit Wellness LLC.

\_\_\_\_\_  
Joshua P. Dixon, Mind, Body, Spirit Wellness LLC.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> EDA
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Briana Mumme
Set public hearing for CDBG - CV Broadband Project Overview	<b>estimated time needed:</b> 2 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

**If Action, Board Motion Requested:**

Set public hearing for the CDBG - CV Broadband Project Overview for March 5, 2024 at 9:15am.

**Background Information:**

As a requirement of the Community Development Block Grant Coronavirus (CDBG-CV) Broadband program, a final public hearing is to be held. At the hearing the public will be able to learn about the project and provide any comments. Attached is the notice that will be sent to the Redwood Gazette for a February 15, 2024 publication.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable  
 Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



OFFICIAL PUBLICATION

Redwood County - Board of Commissioners  
Community Development Block Grant (CDBG) - CV Broadband Project

Redwood Falls, Minnesota

NOTICE IS HEREBY PROVIDED that a public hearing will be held on March 5, 2024 at 9:15 a.m. before the Redwood County Board of Commissioners at the Redwood County Government Center, 403 South Mill Street, PO Box 130, Redwood Falls, MN.

The Redwood County EDA was a recipient of grant funds for a broadband project from the Minnesota Department of Employment and Economic Development Community Development Block Grant – CV Broadband Development program. The project was to deploy a Fiber to the Home network to serve the City of Sanborn and Charlestown Township, an unserved and underserved portion of Redwood County. The delivery of fiber will provide residents access to broadband speeds of 1Gbps download and 500Mbps upload and no local match is required. To satisfy program requirements, a public hearing is being held to provide an overview of the project and seek public comment.

A project overview can be obtained by contacting the Redwood County EDA at the County's Administrator's Office in the Government Center at (507) 637-1122. All interested persons may appear at the public hearing and present their views orally or in writing.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> EDA
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Briana Mumme
Bolton and Menk, Inc. Countywide Housing Study Contract	<b>estimated time needed:</b> 2 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

**If Action, Board Motion Requested:**

Authorization to execute service contract with Bolton and Menk, Inc. to conduct a comprehensive countywide housing study for \$34,840.00

**Background Information:**

At the January 16, 2024 the County Board authorized moving forward with the completion of a comprehensive countywide housing study. The bid was awarded to Bolton and Menk, Inc.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 1/24/2024

Date Requestor Requires Review Completion: 2/2/2024

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

**REDWOOD COUNTY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of February, 2024 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 403 South Mill Street, Redwood, Minnesota 56283, and Bolton and Menk, Inc. (the “Consultant”), 1243 Cedar Street North East, Sleepy Eye, Minnesota 56085.

WHEREAS, the County is in need of a comprehensive countywide housing study (the “Project”); and

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

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

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

**AGREEMENT**

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

2.2 **Personnel.** All work the Consultant is to perform shall be performed by competent and qualified personnel. Mojra Hauenstein 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 \$34,840.00 (the "Contract Maximum"). In the event the County requests services that would require payment in excess of the Contract Maximum, the Consultant shall not proceed until such time as the County has approved such modification or addition by written amendment to this Agreement.

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



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

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

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

Bolton and Menk, Inc.  
1243 Cedar Street North East, Sleepy Eye, Minnesota 56085

5. AUTHORIZED REPRESENTATIVE.

Briana Mumme 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 Economic Development Authority  
Redwood County Government Center  
403 South Mill Street, Redwood Falls, Minnesota 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

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

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

7. INSURANCE AND INDEMNIFICATION.

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

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

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

8. RECORDS AND INFORMATION.

8.1 Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, and other work prepared or furnished by Consultant pursuant to this Agreement are work products of the County and shall be the property of the County. Consultant represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant shall furnish the County with all products upon completion of the work, and at any other time as requested by the County. Consultant may retain copies of all such work products and related

documents, but Consultant may not use the work products and related documents for any purpose not related to the Project without the County's consent. No reports, documents, or other information that are generated under this Agreement shall be released by Consultant except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

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

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

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

## 9. AUDIT.

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

10. NOTICE.

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

11. DISPUTES.

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

12. TERMINATION AND SUSPENSION.

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

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

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

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

- 12.4 Consultant Termination Without Cause. The Consultant may terminate this Agreement without cause by giving at least 30 days written notice to the County. Upon County's receipt of a notice of such termination, the Consultant shall cease all work on the Project and provide all documents pertaining to the Project to the County as soon as is reasonably feasible, but not longer than five (5) business dates from the County's receipt of the notice of termination.
- 12.5 Payment upon Termination and Suspension With or Without Cause. The Consultant shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the County.

13. SURVIVAL.

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

14. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

*[Signature page follows.]*

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

**REDWOOD COUNTY**

**BOLTON AND MENK, INC.**

By: \_\_\_\_\_  
Jim Salfer

By: \_\_\_\_\_  
Mojra Hauenstein, AICP

County Board of Commissioners Chair  
Title \_\_\_\_\_

Project Manager/Senior Planner  
Title \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

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



# COMPREHENSIVE COUNTYWIDE HOUSING STUDY

REDWOOD COUNTY ECONOMIC DEVELOPMENT AUTHORITY



**Contact:**

Majra Hauenstein, AICP | 507-740-0121

Majra.Hauenstein@bolton-menk.com

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1243 Cedar Street NE | Sleepy Eye, MN 56085

507-794-5541 | Bolton-Menk.com



**BOLTON  
& MENK**

Real People. Real Solutions.

January 2024



Real People. Real Solutions.

1243 Cedar Street NE | Sleepy Eye, MN 56085  
507-794-5541 | Bolton-Menk.com

Auditor/Treasurer  
Redwood County Economic Development Authority  
403 South Mill Street  
Redwood Falls, MN 56283

November 20, 2023

RE: Proposal for Comprehensive Countywide Housing Study

Dear Jean:

The Redwood County Economic Development Authority (EDA) has initiated the Comprehensive Countywide Housing Study to understand the housing needs and priorities throughout the community as well as fulfill the recommendations within Redwood County's Comprehensive Plan (2007) and the EDA's Strategic Plan (2023). This study will require a project team with unparalleled knowledge in planning and funding as well as local knowledge of Redwood County. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, and function in a way to best serve its constituents. We understand what needs to be accomplished for the successful completion of this study.

**LOCAL EXPERTS** – We have a successful history partnering with Redwood County. We have either worked on specific projects or acted as city engineers for most communities in the county, including our collaboration with the Lower Sioux community, with whom we currently have six active projects. By choosing Bolton & Menk, the county will benefit from our legacy knowledge and established relationships within the communities and with key stakeholders.

**PLANNING AND FUNDING EXPERTISE** – At Bolton & Menk, we are committed to delivering vision-focused and goal-oriented results for Redwood County. Our top-ranked planners provide actionable implementation strategies and tools to kick-start housing development. Furthermore, our team of funding specialists is dedicated to securing resources for our clients. Over the last 25 years, we have successfully secured more than \$1 billion in funding for various projects. This expertise positions us to help Redwood County explore and access a range of housing funding. We are excited to leverage our planning and funding expertise to support Redwood County in achieving its goals and driving positive development within the community.

**OUT-OF-THE-BOX SOLUTIONS** – Unlike some national firms, we approach each project and study with a fresh, yet local perspective—we do not offer a cookie-cutter approach. While drawing on our experience, we work to provide a real solution scaled to the problem. We have innovative tools for market analysis and demographics which not only provide current data, but allow us to provide future projections. We will also offer a Story Map as a tool to market properties for housing that you can use to attract housing development.

In continued service to Redwood County, we are excited to complete the Comprehensive Countywide Housing Study. Mojra Hauenstein will serve as your lead client contact and project manager. Please contact her at 507-740-0121 or [Mojra.Hauenstein@bolton-menk.com](mailto:Mojra.Hauenstein@bolton-menk.com) if you have any questions regarding our proposal.

Respectfully submitted,  
Bolton & Menk, Inc.

Bill Helget, PE  
Principal-in-Charge

This proposal shall remain valid for 120 days from the date of submittal.



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# QUALIFICATIONS, EXPERIENCE, AND AVAILABILITY

## FIRM OVERVIEW

Bolton & Menk, Inc. specializes in providing public infrastructure solutions. Since 1949, we have been committed to improving quality of life through engineering excellence and client satisfaction. From advocating for our communities to designing their dreams to finding funding; we take pride in our work because we live in these same communities. Today, Bolton & Menk has more than 900 employees throughout 30 locations in Minnesota, Iowa, North Dakota, North Carolina, and South Carolina providing services to more than 400 communities and agencies.

## KEY PERSONNEL QUALIFICATIONS

The Bolton & Menk team serves as an extension of city staff, maintaining close coordination between the city and project team. The proposed team provides the optimum combination of accessibility, community knowledge, and specialized expertise. Our project manager, **Mojra Hauenstein**, will be supported by key individuals and support staff. Bolton & Menk can draw upon more than 900 other team members throughout our firm, as needed, to meet your needs. Project team member bios are included below. Full résumés are available upon request.



### **MOJRA HAUSTEIN, ARCHITECT, AICP - 45% AVAILABILITY** **Project Manager/Senior Planner**

Mojra will provide overall project management and co-lead the housing stock assessment, interviews with stakeholders, and the demographic and market analysis. She will coordinate the Story Map and Business Analyst platform creation with support from GIS while co-authoring the recommendations to incentivize housing development.

Mojra is an architect and senior planner at Bolton & Menk who began her career in 1998. Her experience includes architectural design, adaptive reuse, land use, comprehensive planning, and economic development with an emphasis on sustainability practices. Mojra's expertise focuses on initiatives, designs, or strategies aimed at revitalizing unused buildings, parcels, and neighborhood development to meet market demands, as well as economic revitalizations in both rural and suburban settings. She is passionate about providing real and implementable solutions to communities in need.



### **BILL HELGET, PE - 25% AVAILABILITY** **Principal-in-Charge**

Bill will use his local knowledge and project experience with Redwood County to ensure wants and needs remain the driving force of the study. He will also facilitate discussions regarding housing infrastructure.

Passionate about working with clients, Bill helps identify needs, finds ways to address those needs, and creates projects with solutions. As Sleepy Eye civil work group leader, Bill maintains client contact, directs staff, works with various agencies, and provides overall direction for the study, design, and construction aspects of a project. He uses his expertise in hydraulics, hydrology, rural drainage, and municipal and rural highway design to help clients find sustainable solutions. Bill started working for Bolton & Menk as an intern in 1997, which turned into a full time career and the opportunity to be an owner of the firm.

### **MOJRA'S RELEVANT PROJECT EXPERIENCE**

- Housing Location and Implementation Study, City of International Falls, Minnesota
- Comprehensive Housing Study and Needs Analysis, City of Winnebago, Minnesota
- Comprehensive Land Use Plan, City of Albert Lea, Minnesota
- Opportunity Zoning, (housing/retail mixed-use), City of Brooklyn Center
- Over 20 Housing Developments in Nevada

### **BILL'S RELEVANT PROJECT EXPERIENCE**

- CSAH 2 Reconstruction, Redwood County, Minnesota
- TH 19/71 Traffic Study, Redwood County, Minnesota
- Affordable Housing Subdivision, New Ulm Economic Development Authority



**FRANNIE NIELSEN - 40% AVAILABILITY**  
**Planner**

Frannie will use his planning skills for data analysis to identify development obstacles as well as areas of untapped potential, including land use and annexation options, as well as options for affordable housing. She will make recommendations for housing rehabilitation, ownership, and rental needs.

Through a comprehensive site assessment, she will identify parcels which are most suited for marketing to developers.

**Frannie began her professional planning career when she joined Bolton & Menk in 2021. Her skills in public engagement, urban design, policy, and environmental sustainability make her a jack of all trades and an integral part of our planning team. In her role as a planner, Frannie is able to combine her interests and passions of serving those in need, making human connections, and problem solving.**



**JOHN SHAIN, GISP - 20% AVAILABILITY**  
**GIS/ArcGIS Business Analyst/Story Map**

John will apply his technical skills to create a Story Map that is an interactive website (hosted by Bolton & Menk and linked to the city website) which allows community members to understand the Housing Study, receive updates, and provide feedback. John will also co-lead the Economic and Demographic

data analysis in ArcGIS Business Analyst which will create the basis for recommendations for housing development.

**John began his career with the firm in 1999 after graduating with a degree in professional geography. His passion for local government and computer science morphed into an interest and expertise in mapping and displaying data. Bolton & Menk was willing to take a chance with John and embraced his ideas for GIS that were not yet widely practiced. Now Bolton & Menk is a premier GIS provider for municipalities in the Upper Midwest. As the leader of the GIS work group, John has managed a variety of GIS projects that include municipal implementations of GIS systems, public utility and infrastructure mapping, stormwater management, and web application development.**



**NICOLE KRAUSE - 20% AVAILABILITY**  
**Public Engagement Coordinator**

We recognize the importance of updating and keeping the community informed, especially in gaining public input and support. Nicole will assist with this effort by identifying targeted questions for stakeholder interviews from community members to those in the housing building/construction industry, as well as tools

for community updates and surveys.

**Nicole is a project communication specialist for Bolton & Menk who began her career in 2017. She has a passion for making communities better through inclusive and creative public engagement. Her strategic engagement planning paired with innovative digital and in-person tools help create spaces that reflect each unique community. Nicole provides engagement expertise on a variety of projects, from project conceptualization through construction.**

**FRANNIE'S RELEVANT PROJECT EXPERIENCE**

- Housing Location and Implementation Study, City of International Falls, Minnesota
- Comprehensive Land Use Plan, City of Albert Lea, Minnesota
- Comprehensive Land Use Plan Rewrite, Becker County, Minnesota
- Opportunity Zoning, (housing/retail mixed-use), City of Brooklyn Center, Minnesota

**JOHN'S RELEVANT PROJECT EXPERIENCE**

- Comprehensive Housing Study and Needs Analysis, City of Winnebago, Minnesota
- Comprehensive Land Use Plan, City of Albert Lea, Minnesota
- GPS Collection, Data Migration, and Web GIS Application, City of Redwood Falls, Minnesota

**NICOLE'S RELEVANT PROJECT EXPERIENCE**

- Comprehensive Housing Study and Needs Analysis, City of Winnebago, Minnesota
- Opportunity Zoning, (housing/retail mixed-use), City of Brooklyn Center, Minnesota
- CSAH 101 Dekalb Street Improvements, Redwood County, Minnesota



**CHELSEA ALGER - 15% AVAILABILITY**  
**Funding Specialist**

Chelsea will assist in finding funding for each housing strategy proposed.

Chelsea is the director of funding for Bolton & Menk, beginning her career in 2003. Prior to joining Bolton & Menk in 2019, she worked in city government as a planner and community development director, then as a non-profit resource development officer. She has expertise in a variety of public infrastructure and community development funding programs. One of her career highlights to date is managing a national ArtPlace America grant, exploring the use of arts and cultural strategies to create more sustainable, place-based impact in community development efforts. Her work with our environmental and civil project managers in the public facility programs has allowed Bolton & Menk to secure low interest loans and grant dollars to help serve our client's infrastructure needs. Chelsea is passionate about strategic thinking and working through challenges to come to workable solutions for all parties involved.

**CHELSEA'S RELEVANT PROJECT EXPERIENCE**

- Comprehensive Housing Study and Need Analysis, City of Winnebago, Minnesota
- Housing Location and Implementation Study, City of International Falls, Minnesota
- 2024 Street and Utility Improvements, City of Lewiston, Minnesota

**RELEVANT EXPERIENCE**

Bolton & Menk has assembled an experienced and proven team to complete the project tasks required by the Redwood County EDA. Below are several examples of our recent work, highlighting the relevant experience of key team members.

**HOUSING LOCATION AND IMPLEMENTATION STUDY | CITY OF INTERNATIONAL FALLS, MINNESOTA**



The City of International Falls wanted to overcome a multitude of barriers that have inhibited the expansion and enhancement of its housing stock and population retention. Understanding that housing is a key function of a city's economic viability and tax-base, Bolton & Menk conducted a market analysis with housing, income, and demographic data to better understand local housing trends, barriers, and untapped opportunities.

Bolton & Menk took a practical approach and sought out local expert insights by interviewing developers, realtors,

and builders to gain industry specific insight for updating its zoning and code standard to incentivize housing development.

A key part of the study was to inventory the housing stock conditions and evaluate vacant lots and existing infrastructure for new construction viability which resulted in a list of sites most suited for immediate development and creating marketing material to solicit construction interest. Recommendations were made for constructing, rehabilitating, and maintaining quality housing and included affordable housing, rental assistance, financing, and annexation suitability to offer affordable choices for residents at all stages of life.

Subsequently, Bolton & Menk was hired to work on the Housing Study Implementation Plan, which provides the creation of an online zoning map as well as GIS platforms with parcel specific information, improvements of the city's development approval process, marketing materials for available lands, and a draft of an accessory dwelling ordinance.

Bolton & Menk collaborated with the city and its stakeholders to study the unique local challenges and suggest customized solutions to incentivize housing construction and sustain the city's economic vitality.

### 2040 COMPREHENSIVE PLAN UPDATE - LAND USE AND HOUSING | CITY OF PRIOR LAKE, MINNESOTA



The City of Prior Lake experienced substantial growth since 1990, and the population is expected to increase nearly 50 percent by 2040. The city needed to update its comprehensive plan to reflect the current population and housing forecasts and the future needs of the city. Because the land use and housing chapters provide the parameters for the other plan elements, they were critical to the preparation of the entire plan.

Bolton & Menk led the preparation of the land use and housing chapters, working with city staff and the planning commission to develop goals and objectives guiding the plan and providing future land use recommendations. Key recommendations included development of a new mixed-use land use designation in the downtown area, replacing a controversial transitional area.

Bolton & Menk helped the city conduct a quality public engagement process. We provided background information and graphics for open house events. The full comprehensive plan was approved by the Metropolitan Council in May 2020.

### COMPREHENSIVE HOUSING STUDY AND NEEDS ANALYSIS | CITY OF WINNEBAGO, MINNESOTA



The City of Winnebago initiated the Comprehensive Housing Study and Needs Analysis to understand the housing needs and priorities throughout the community. Bolton & Menk conducted a workshop, an online survey, and created a Story Map platform to engage the community and keep them informed of the housing study progress. We conducted data analysis and identified needs and the most suitable parcels for housing development which included both infill and greenfield land. We then identified funding sources for each recommendation to incentivize housing construction in the city.





## PROFESSIONAL REFERENCES

Client satisfaction through quality deliverables, cost-effective rates, and timely project delivery are top priorities for Bolton & Menk. Please contact the following references to evaluate Bolton & Menk's performance on similar projects.

### INTERNATIONAL FALLS

Betty Bergstrom, City Administrator  
600 4<sup>th</sup> Street  
International Falls, MN 56649  
218-283-7983  
[bettyb@ci.international-falls.mn.us](mailto:bettyb@ci.international-falls.mn.us)

### PRIOR LAKE

Casey McCabe, Community Development Director  
4646 Dakota Street Southeast,  
Prior Lake, MN 55372  
952-447-9815  
[cmccabe@cityofpriorlake.com](mailto:cmccabe@cityofpriorlake.com)

### WINNEBAGO

Judi Hynes, City Administrator  
140 Main Street South  
PO Box 35  
Winnebago, MN 56098  
507-893-3217  
[jhynes@cityofwinnebago.com](mailto:jhynes@cityofwinnebago.com)



# PROPOSED PROCESS

## PROJECT UNDERSTANDING

Redwood County is positioned to benefit as a housing provider and has untapped potential to attract those looking for quality of life in southwest Minnesota. The county understands that housing is a fundamental component of a thriving community and that it has a direct effect on the local economy and wellbeing of communities.

## OUR APPROACH TO PLANNING LONG-TERM PERSPECTIVE

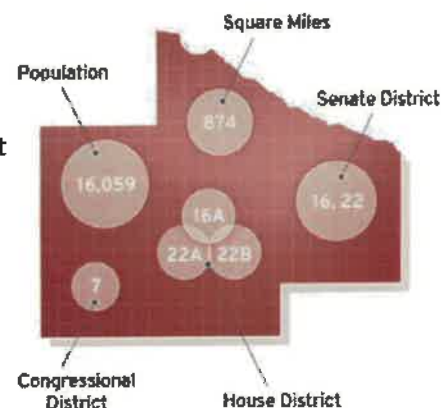
Bolton & Menk is, and always has been, committed to the communities we serve for the long term. As part of that philosophy, we take a long-term perspective on planning needs that focus on the project, but are executed with the larger context and informed by the latest data. Our interests align with yours—housing is an essential tool that maintains the county's high-quality of life and sustains a healthy tax-base in a rapidly changing economy.

## CUSTOMIZED APPROACH

Our professional planning team will work together with the EDA, county staff and council, planning commission, residents, and business owners, as well as local housing stakeholders from the 15 cities, 25 townships, and the Lower Sioux Tribe in order to gain a holistic understanding of their housing needs. Not everything can be learned from online research and data, so we intend to interview community members working in the housing/rental sector for their insight as well. Together with our experience in engineering, planning, and architecture, we are able to formulate a more customized housing study that you can use to anticipate infrastructure needs, obtain grant funding, and promote building housing in the county to developers.

*Mojra's more than 20 years of experience in contemporary architecture gives our team an unparalleled advantage in assessing housing needs across the county.*

We implement plans, policies, and ordinances in communities daily. We understand the importance of balancing agricultural priorities with development needs and recommending housing locations accordingly. Understanding the unique characteristics of Redwood County is crucial when drafting a housing plan that



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meets the needs of the community, both in the present and for the long term. Redwood County, predominantly a rural area, is primarily dedicated to the cultivation of commodity crops like corn and soybeans. The terrain of the county slopes eastward, with its highest elevation point located in the southwest corner at an altitude of 1,450 feet above sea level.

Soils and geographical features play a significant role in shaping the housing and development strategies needed for the region.

- **County Land:** 879 square miles
- **Water Bodies:** 3.2 square miles
- **Total Area:** 882 square miles

Our expertise lies in creating housing plans that not only address the current housing needs of the communities but also take into consideration the long-term vision and unique characteristics of Redwood County. We are committed to developing solutions that are tailored to the specific challenges and opportunities presented by the county's rural landscape and agricultural focus.

## STRONG LOCAL KNOWLEDGE AND PRESENCE

We live, work, and play in the communities we serve. As a result, we can frequently hit the ground running on a project, drawing on what we already know to get things moving. We have been providing Redwood County with engineering services for more than 25 years. This also means we have relationships, legacy knowledge and that we're personally invested in your success—we want Redwood County to be a great place, too!

## GOALS AND PURPOSE OF THE STUDY

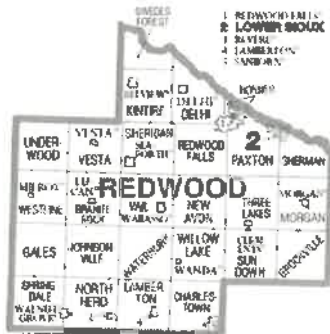
We understand this Housing Study is to be a practical tool that can kick-start economic revitalization. Its purpose is to identify present and future housing needs for county-wide cities, townships and one tribal nation. We will place a special focus on the Cities of Belview, Clements, Delhi, Lamberton, Lucan, Milroy, Morgan, Redwood Falls, Revere, Sanborn, Seaforth, Vesta, Wabasso, Walnut Grove, and Wanda as well as the Tribal Nation, Lower Sioux Indian Community.

In order for the county to sustain its tax base it must address the barriers and market forces which are hindering housing development. It will be critical to study how the local market economies, construction industry pressures, workforce trends and overall housing preferences can help us identify the right type of housing stock, quantities and locations. There is also untapped potential that can benefit the county due to national and regional changes in work habits. Once identified, these opportunities can be proactively marketed to attract development. We will identify short-term and long-term actions to incentivize housing.

## COMMUNITY CONTEXT

Considering the housing market crash of 2007 and recent modest growth trends, we recognize the importance for cities in Redwood County to implement housing strategies that safeguard against vulnerabilities during economic challenges.

Our firm has a deep understanding of the local context, having provided planning services in your area. We take pride in our exceptional public outreach efforts, employing a diverse range of innovative tools to engage with community members through various channels, ensuring equitable representation for all stakeholders.



[https://en.wikipedia.org/wiki/Redwood\\_County\\_Minnesota](https://en.wikipedia.org/wiki/Redwood_County_Minnesota)

We view Redwood County's rich historic, cultural, and natural resources as valuable assets that can be

effectively marketed to attract housing development. To inform our work, we will review existing documents such as planning/land use, infrastructure and any study relevant to or that may influence housing.

With our office conveniently situated in Sleepy Eye, Bolton & Menk proudly serves numerous peer communities throughout the region. Our commitment to providing comprehensive planning services is reflected in our collaborative work with these communities. In Redwood County, we have a history of involvement in various projects and have acted as the engineer for many of the cities, townships, as well as the Lower Sioux tribal nation:

### Cities

- Redwood County– Many projects over the years, including highway department and agricultural drainage work
- Belview - We are city's consultant engineer and are working on a new water treatment and new wells
- Clements - Two watermain projects and utility funding
- Delhi
- Lamberton - City's consultant engineer in past
- Lucan - Past engineering projects
- Milroy
- Morgan - City's consultant engineer and we recently completed a citywide street and utility project. We are currently working on a new water treatment plant, new wells and rehabilitating their water tower.
- Redwood Falls - City's consultant engineer and have been completing projects there for the last 15 years
- Revere
- Sanborn- City's consultant engineer working on a large sanitary sewer improvement project
- Seaforth
- Vesta - Past engineering projects
- Wabasso - City's consulting engineer and many projects.
- Walnut Grove - City's consulting engineer and many projects.
- Wanda

### Unincorporated Communities

- Giffilan
- Lower Sioux Indian Community - Many past projects and six active projects, including elder housing.
- Merton
- Rowena

### Townships

- Brookville Township
- Charlestown Township
- Delhi Township

- Gales Township
- Granite Rock Township
- Honner Township
- Johnsonville Township
- Kintire Township
- Lambertson Township
- Morgan Township
- New Avon Township
- North Hero Township
- Paxton Township
- Redwood Falls Township
- Sheridan Township
- Sherman Township
- Springdale Township
- Sundown Township
- Swedes Forest Township
- Three Lakes Township
- Underwood Township
- Vail Township
- Vesta Township
- Waterbury Township
- Westline Township

While strongly rooted in agriculture with corn and soybean production, Redwood County has many influences, which, if directed properly, can benefit not just it’s housing, but its future ability to thrive.

## PROPOSED METHODOLOGY

We do not intend to provide you with a long-written report that collects dust on a shelf. So, we propose a hybrid approach combining high-tech and low-tech methods to provide solutions for the real world:

**High-Tech:** Conducting a robust data analysis adding research of the local and regional influences as well as in-field and online assessment of housing stock. We will keep the county communities updated at all steps with our engagement plan. We will design the engagement plan with county staff and suggested community leaders to ensure we tailor it to your preferred approach that is also politically attuned.

**Low-Tech:** There is great value in gaining the local perspective. It is important to lead interviews with realtors, homeowners, renters, landlords, and housing experts such as builders, bankers, and developers. Equally important is to allow the community to provide input. This can be done through surveys, workshops, open houses, or we can provide you with a meeting in a box that can be deployed with a unified message for your commission/board members or community ambassadors.

## TASK 1: ENGAGEMENT

Public and stakeholder engagement plays a pivotal role in any planning process, especially when it comes to understanding the diverse needs of area residents, businesses, and property owners. While conducting the housing study, our aim is to actively involve the county communities and collaborate with local government officials to gain insights into their housing requirements and to identify any issues pertaining to current housing and residential development. Once the initial study is drafted, we recognize the significance of returning to the county communities and stakeholders to show how their voices have been heard. It’s crucial to verify if the draft plan accurately reflects their needs and interests before proceeding with the finalization of the plan. This iterative feedback process ensures that the plan truly aligns with the county’s goals.

Furthermore, we propose the establishment of a **housing steering committee**. We will work together to identify representatives from cities, townships, tribal nations, and other community leaders who can provide valuable input into the housing discussions. This collaborative approach ensures a well-rounded perspective and informed decision-making. We propose **two in-person steering committee** workshops.

In addition to these engagement efforts, we are committed to providing a robust online presence through a **project website (Story Map)**. This platform will serve as a project centralized hub for communication and updates, available 24/7. We will create/maintain this website, and provide a direct link that can be shared on the county’s or other relevant websites.

This digital platform enhances transparency, accessibility, and stakeholder engagement throughout the project’s duration.

To further promote project awareness and engagement, we will also offer a range of communication methods, both virtual and in-person, including technical content for social media posts, articles, and open house events.

The specific methods and timing of these engagement activities will be determined in close collaboration with EDA and county staff, ensuring that they align with the community’s preferences and needs. Our commitment is to foster open, inclusive, and transparent communication channels that empower stakeholders and the community to actively participate in the housing study and planning process.

Examples of Online Website (Story Map):

- International Falls: <https://storymaps.arcgis.com/stories/33a61410f7df40b0bd4474506d168da5>
- Winnebago: <https://storymaps.arcgis.com/stories/166a2b96a6d24cee94d4109270b940e6stories/166a2b96a6d24cee94d4109270b940e6>

PROPOSED ENGAGEMENT PLAN TO BE CONFIRMED WITH EDA AND COUNTY		
ACTIVITY	ROLES AND GOALS	FREQUENCY
Public engagement plan (PEP)	<ul style="list-style-type: none"> <li>• Develop engagement plan to address county needs</li> <li>• Include detailed demographic analysis</li> <li>• Identify stakeholders, engagement goals, key messages, and schedule</li> </ul>	Draft with EDA and county staff
Project website - Story map	<ul style="list-style-type: none"> <li>• Provide general project information</li> <li>• Promote opportunities for engagement and comment</li> <li>• Provide updates</li> </ul>	Create website and two updates
Content for EDA articles and social media	<ul style="list-style-type: none"> <li>• Technical information for EDA to draft articles and social media posts</li> </ul>	Per EDA, suggest one per quarter or at milestones
Meeting-in-a-box	<ul style="list-style-type: none"> <li>• Prepare project fact sheet or flyer and messaging for committee members or project ambassadors to distribute at various community venues</li> </ul>	One meeting-in-a-box per EDA or county preference
Online survey or comment form (1)	<ul style="list-style-type: none"> <li>• Gather input on existing conditions via online survey</li> <li>• Promote on project website, social media</li> </ul>	Winter 2023
Interviews with developers and housing professionals (6)	<ul style="list-style-type: none"> <li>• Identify issues and opportunities with housing development in Redwood County</li> </ul>	Winter 2023/2024
Open house (1)	<ul style="list-style-type: none"> <li>• Share what we’ve heard and how that information was used in the development of the plan</li> <li>• Share drafts of the plan for community feedback</li> </ul>	Spring 2024
Steering committee workshop (2)	<ul style="list-style-type: none"> <li>• Steering committee provides input, review and direction on housing study</li> </ul>	Within 1.5 months of start and once findings are identified

## TASK 2: DEMOGRAPHIC ANALYSIS

- **Population Data:** An analysis of the current demographic, age distribution, income, spending habits, including growth trends and projections.
- **Employment data:** Income, wages, job growth projections, industrial/economic expansions and wage
- **Household data:** Mortgage and rental commitments, existing owner, and renter information
- **Employment and Income:** Current jobs and projections, industrial and sector expansions, wages and income, and mortgage and rental data
- **Commuting Patterns:** Population patterns during the day and potential target adjacent areas for relocation to Redwood County
- **Infographics:** We will use infographics and light test to explain relevant data, so that the report is easy to understand and is usable.



*Example of infographics used to show data*

## TASK 3: HOUSING ANALYSIS

- **Housing Stock:** An assessment of the characteristics of the existing housing stock:
  - Age
  - Condition
  - Blighted and substandard housing
- Building permit trends
- Residential land supply
- Type, quantity, and location of housing targeted to various affordability indexes

AREA MEDIAN INCOME (AMI) DEFINITIONS	
Definition	AMI Range
Extremely Low Income	0% - 30%
Very Low Income	31% - 50%
Low Income	51% - 80%
Moderate Income	80% - 120%

## TASK 4: FOR-SALE MARKET ANALYSIS

- An analysis of the market condition for a variety of for-sale housing products; including housing values, sales data, subdivisions data, pending developments, mobile homes, as well as vacant land data
- Housing values
- Interviews with local realtors as well as building and construction experts
- An assessment of the need for housing by product type in the county

## TASK 5: RENTAL MARKET ANALYSIS

- Inventory of rental projects
- Vacancy rates and monthly rent
- Planned or proposed projects
- Interviews with local landlords, leasing agents, property managers, and building and construction experts

## TASK 6: SPECIALTY HOUSING

- Data and analysis with recommendations on providing affordable housing as ELI 30%, VLI 50%, and LI 80% based on household size
- An assessment of the need for housing by product type in the county
- Data on area senior living, assisted living, and nursing Homes
- Inventory of senior rental projects of eight units or more
- Senior housing trends and needs
- Analysis of trends in rural Minnesota (the progression from independent living to nursing home care)

## TASK 7: RECOMMENDATIONS AND FINAL REPORT

We will provide recommendations for short-term and long-term implementation based on review of findings and identification of market demand and analysis for both sale and rental housing as well as senior housing market needs that are identified.

We will provide:

- Recommendations and identification of funding resources to assist with private and public housing development.
- Implementation matrix with final recommendations, action steps, timeline, responsible party, and resources
- Housing map of residential priority areas
- A presentation of final study to EDA and county



There are many grants and funding sources available. Our team has the experience to identify them. We will look at:

- Rehabilitation fund and programs for existing housing stock
- Incentives for new construction
- Homeownership programs and incentives
- Rental assistance programs
- Grants to build Affordable Housing
- Grants related to demolition of blighted properties
- Grants for infrastructure to support housing

## QUESTIONS WE CAN ANSWER WITH THE HOUSING STUDY

Bolton & Menk has the expertise and the cutting-edge analytical tools that allow a thorough evaluation of the community context and its composition, not just for today, but the future. This allows us to determine:

- The housing that is adequate today vs. 5, 10, or 15 years from now
- The gaps in housing types (i.e. multifamily, single homes, medium density; large lot or apartments)
- The type of development which should be pursued, incentivized, or subsidized
- Areas suited for redevelopment incentives and marketing
- Buildings that can be adapted to new market demands and the programs that can rehabilitate exiting homes
- The employment/buyer demographic and the income levels that can sustain homeownership (i.e. first-time home buyers or retirees)
- The types of programs needed to maintain and sustain different housing types
- The types of funding grants to pursue and financing to offer to subsidize, incentivize, and even innovate housing (i.e solar panels and highly-efficient home designs) which reduce energy costs in today's market are an attractive feature to homebuyers (utility bills are a barrier to homeownership)
- Recommendations for land use policies and ordinances that can guide county expansion and annexation
- Innovative suggestion for non-traditional construction or housing types

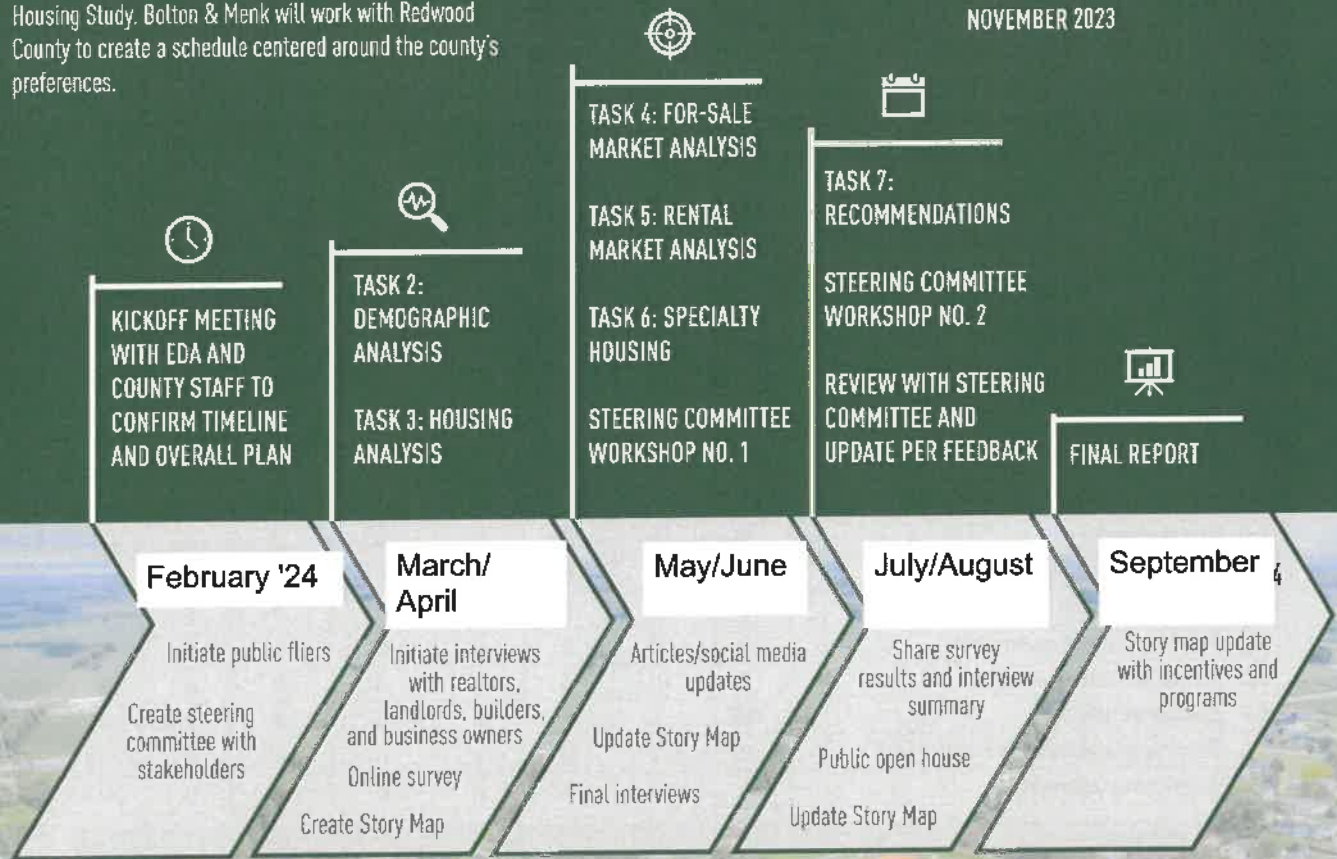
## FINAL REPORT

The final report will contain all the tasks delineated above and will be accompanied by a Story Map interactive website which will contain housing study background, interactive data infographics, survey/feedback/question feature, and map.

## PROJECT SCHEDULE

The below project schedule represents a possible timeline of events for the Comprehensive Countywide Housing Study. Bolton & Menk will work with Redwood County to create a schedule centered around the county's preferences.

CONTRACT APPROVAL:  
NOVEMBER 2023



# PROJECT COST

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

Redwood County EDA Comprehensive Countywide Housing Study		Bolton & Menk, Inc.							Total Hours	Total Cost
Task No.	Work Task Description	Project Manager	Principal-in-Charge	Planner	GIS Specialist	Public Engagement Specialist	Funding Specialist	Admin/Coordination		
1.0	Engagement	14	0	18	0	4	0	8	44	\$5,816
2.0	Demographic Analysis	8	0	8	0	0	0	8	24	\$2,944
3.0	Housing Analysis	7	0	8	8	0	0	8	31	\$4,303
4.0	For-Sale Marketing Analysis	6	0	6	0	0	0	8	20	\$2,328
5.0	Rental Marketing Analysis	6	0	6	0	0	0	6	18	\$2,208
6.0	Specialty Housing	10	2	10	0	0	0	8	30	\$3,926
7.0	Recommendations and Final Report	19	2	18	8	6	6	8	67.48	\$10,041
8.0	Project Management	8	2	6	0	0	4	0	20	\$3,274
<b>Total Hours</b>		78	6	80	16	10	10	54	254.48	
<b>Average Hourly Rate</b>		\$185.00	\$183.00	\$123.00	\$193.00	\$133.00	\$172.50	\$60.00		
<b>Subtotal</b>		\$14,519	\$1,098	\$9,840	\$3,088	\$1,330	\$1,725	\$3,240		
<b>Total Fee</b>										<b>\$34,840</b>



**EXHIBIT B**

**PROJECT SCHEDULE**

The Consultant will provide the County with the services in **Exhibit A** beginning upon the date of the Agreement and shall end **on September 31, 2024**.

## **EXHIBIT C**

### **COMPENSATION**

The County shall pay Consultant \$34,840.00 for the performance of the services in **Exhibit A** pursuant to the terms and conditions of section 4. PAYMENT TO CONSULTANT of the Agreement. Any additional expenses, will require pre-approval by the County's Authorized Representative prior to incurring the expense.

## 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.

**EXHIBIT E**  
**REQUEST FOR PROPOSAL**

Redwood County EDA issued a request for proposal from qualified firms to conduct a countywide housing study of Redwood County.

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# Redwood County Economic Development Authority

## Request for Proposals: Comprehensive Countywide Housing Study



August 16, 2023

Redwood County Government Center  
Economic Development Authority  
403 South Mill Street, Redwood Falls Minnesota 56283  
<https://redwoodcountyeda.com>

## DISCLAIMER

1. Redwood County, is an Equal Opportunity Employer, requires all consultants to affirm that they do not discriminate against individuals or firms because of their race, color, marital status, age, sex, national origin, disability, creed, or sexual orientation.
2. All proposals submitted will become public information, and may be reviewed by anyone requesting to do so at that time.
3. All proposals received by the Redwood County EDA in response to this RFP shall remain valid for ninety (90) days from the date of submittal.
4. Redwood County reserves the right to cancel or reissue the RFP, or to revise the timeline at any time. The County reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. The County may accept any proposal if such action is believed to be in the best interest of the County EDA.
5. Redwood County is not liable for any cost incurred by the proposer prior to the execution of a contract.
6. This is a Redwood County EDA project and holds liability for work with its consultants. The contract between the successful proposer and Redwood County shall include all documents mutually entered into specifically, including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the provisions stated within the RFP.
7. The prime consultant will be required to assume the responsibility for all services offered in the proposal whether or not directly performed by the prime consultant. Further, the prime consultant will be the sole point of contact for the Redwood County EDA with regard to contractual matters.

## ABOUT REDWOOD COUNTY AND THE ECONOMIC DEVELOPMENT AUTHORITY

Redwood County is located in the southwest region of Minnesota, with a population of about 15,000. The County is home to 15 cities, 25 townships and one tribal nation, the Lower Sioux Indian Reservation; complimented by beautiful picturesque valleys, hills and natural sights. Redwood County is comprised of a diverse business sector, with employment opportunities in diverse industries. Over half of the workforce in the County is supported by private companies, followed by Government, not-for-profit and self-employed organizations. Redwood County has a robust agricultural ecosystem, ranking as the [second largest producer of corn for grain in the state and third for sweet corn](#). A number of organizations are served by this production, allowing the County to have a competitive edge in the agricultural industry.

## INTRODUCTION

The Redwood County Economic Development Authority (EDA) is seeking proposals from qualified firms with the appropriate expertise and experience to conduct a countywide housing study of Redwood County as a whole, with a special focus on the fifteen cities and Tribal Nation included there within for the EDA. In doing so, the EDA reserves the right to negotiate further as to the terms agreed to, as well as the potential rejection, of all quotes and proposals as deemed appropriate.

## PROJECT DESCRIPTION

The area to be surveyed and studied should include Redwood County with a focus on the Cities of Belview, Clements, Delhi, Lamberton, Lucan, Milroy, Morgan, Redwood Falls, Revere, Sanborn, Seaforth, Vesta, Wabasso, Walnut Grove, and Wanda. As well as Tribal Nation, Lower Sioux Indian Community. Once completed, the results of the study should identify the following information:

- 1) Demographic Analysis:
  - a. Population and household data including growth trends and projections.
  - b. Employment data including job growth projections, industrial/economic expansions and wage data.
  - c. Age distribution
  - d. Income (housing affordability)



- 2) Housing Data Analysis: including building permit data, age of housing, housing conditions, blighted and substandard housing, and units in structure.
- 3) For Sale Housing Market Analysis: including information on housing values, sales data, subdivision data, information on pending developments, interview outcomes with local Realtors, and any other information deemed relevant to the for-sale housing market.
- 4) Rental Market Analysis: including information on existing rental properties related to rents, vacancies, income requirements and amenities. Also include information on pending developments and interview local Realtors on rental housing needs.
- 5) Senior Housing Market Analysis: including information on existing properties related to rents, vacancies, services and amenities, and resident profiles. Also identify information on pending developments.
- 6) Recommendations should include a review of the findings and identification of market demand based on analysis in the for-sale, rental and senior housing markets and any other housing needs that are identified.
- 7) An inventory of tools, resources and funding mechanisms to assist with private and public housing development.
- 8) Talk to major employers in the area on what they need today and in the future.
- 9) Work with Redwood County GIS Department for any mapping needs.

## PROPOSAL REQUIREMENTS

Each proposal should contain the following information and be organized in a manner that allows for complete review of each project element. All proposals will be evaluated using the criteria listed below.

- 1) *Letter of Interest*: must include the name, title, business address and contact information of the person responsible for submitting the proposal, Equal Employment Opportunity statement, and signature.
- 2) *Summary of Qualifications, Experience and Availability*: Summarize qualifications, relevant experience, year established, and ability to fulfill the study. Identify key personnel assigned to the project, responsibility of each member, and expertise and related experience of the team.
- 3) *Proposed Process to Conduct Study*: Summarize process to conduct the comprehensive countywide housing study. This should include a proposed schedule and description of proposed activities outlined above.
- 4) *Proposed Budget*: Include detailed project costs by task, and estimated hours. Actual compensation is subject to contract negotiation.
- 5) *List of Professional References*: Provide a list of the most recent relevant professional references and their contact information.

## COMPREHENSIVE HOUSING STUDY OUTLINE

### Demographic Analysis

- Population
- Households
- Employment
- Age Distribution
- Income
- Household Tenure and Type

### Housing Data Analysis

- Types of Housing Units
- Age of Housing
- Housing Conditions
- New Construction

### For-Sale Housing Market Analysis

- Housing Values
- Interviews with Realtors
- Subdivision Data and Vacant Land Data

- Mobile Home Parks
  - Planned or Proposed Projects
- Rental Market Analysis
- Comprehensive Inventory of Rental Projects (including vacancies, rents, income requirements, amenities, etc.)
  - Interviews on Rental Trends
  - Planned or Proposed Projects
- Senior Housing Market Analysis
- Data on Area Senior Living, Assisted Living and Nursing Homes
  - Comprehensive Inventory of Senior Rental Projects of Eight Units or More (including vacancies, rents, amenities, services, etc.)
  - Interviews on Senior Housing Trends and Needs
  - Analysis of Trends in Rural Minnesota (the progression from independent living to nursing home care.)

## EVALUATION CRITERIA

The following will be considered in evaluating each proposal:

- 1) Completeness of response to the RFP requirements
- 2) Experience with similar projects
- 3) Professional references
- 4) Cost
- 5) Other such criteria as deemed necessary, such as an oral interview, if requested

## SUBMISSION OF PROPOSALS

Two sealed copies of the proposal materials must be submitted by 4:30 PM (CST) on Friday, October 6, 2023:

*Redwood County Government Center  
 Attn: Auditor/Treasurer  
 Drop Off: 403 South Mill Street Mail: PO Box 130  
 Redwood Falls, MN 56283  
 Phone: (507) 637-4013  
 Please label on the outside of envelope: EDA: Housing Study*

*NOTE: The County reserves the right to reject any or all proposals for any reason at its sole discretion.*

## TIMELINE

August 16, 2023	County Publishes RFP
October 6, 2023	Proposal Submission Deadline
October 9 – 13, 2023	Internal Proposal Review
October 17, 2023	Firm Selection
October 17 – 31, 2023	Contract Negotiation
November 21, 2023	Contract Approval
December 1, 2023	Service begins

*NOTE: The timeline is tentative and subject to change.*

## CONTACT INFORMATION

Any questions related to this RFP shall be directed to the Economic Development Coordinator, Briana Mumme by calling (507) 637-1122 or emailing [Briana\\_m@co.redwood.mn.us](mailto:Briana_m@co.redwood.mn.us).



REQUEST FOR BOARD ACTION

Requested Board Date: 02/06/2024	Originating Dept.: Sheriff
Preferred 2 <sup>nd</sup> Date:	
Discussion Item:	Presenter: Jason Jacobson
Out of state Travel Request	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 out of state travel for Deputies Alex Esser and Taft Anderson to attend basic swat training in Des Moines, IA.

Background Information:

Members of the RCSO who are selected to serve on the Brown Lyon Redwood Renville Emergency Response Unit (ERU) are required to attend a basic tactical operators course. The team has chosen 88 Tactical as the preferred vendor for this course.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

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 \*\*

# OUT-OF-STATE TRAVEL REQUEST

**EMPLOYEE(S):** Taft Anderson and Alex Esser

**EVENT:** Basic Swat Training Course

**LOCATION:** Des Moines, IA      **DATES:** 05 / 06 / 2024 - 05 / 10 / 2024

**EXPENSE ESTIMATE:**

**Registration:** \$895.00 Each      **Lodging:** \$670 total (Camp Dodge)

**Meals:** \$350.00 total      **Per Diems:** \_\_\_\_\_

**Transportation:** Squad      (Include: Airfare, rental car, taxi cab, fuel, etc. for all employees)

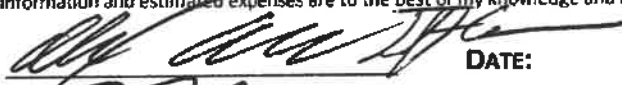
**Other:** \_\_\_\_\_      **Other:** \_\_\_\_\_

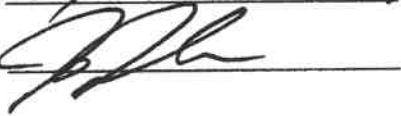
**Explanations, if necessary:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL EXPENSES:** \$2800.00      **DEPARTMENT:** Sheriff

I acknowledge the information and estimated expenses are to the best of my knowledge and in accordance with Redwood County Policies.

**EMPLOYEE:**       **DATE:** 1/29/24

**SUPERVISOR:**       **DATE:** 1/29/24

Total travel expenses under \$500: require approval by the County Administrator.  
Total travel expenses over \$500: require approval by the County Board.

**APPROVED BY:** \_\_\_\_\_      **DATE:** \_\_\_/\_\_\_/\_\_\_

[login \(/Gun-Ranges-Instruction/88tactical/signup\)](#)

[Back to List \(/booking/classes/Index\)](#)



## Basic SWAT\_May\_IA\_2024

Price : \$895.00

Session : Every Mon, Tue, Wed, Thur, Fri at 08:00 AM - 5:00 PM From May 06, 2024  
, End By May 10, 2024  
By John Jorgenson

Location : [Des Moines Region](#)

Details : 88 Tactical believes that initiative drives tactics and therefore we apply principle-based tactics in all our Law Enforcement Classes. The goal of 88 Tactical's Basic SWAT Training Cour ... show more

**1** Choose Payment Option

1/29/24, 9:06 AM

Basic SWAT\_May\_IA\_2024

Name	Price	Installments	Total Amount
<input checked="" type="radio"/> Full Payment	\$895.00	None	\$895.00

Showing 1 to 1 of 1 entries

Next Step

# Personal Folio for Each Group Member

Folio #	14147
Arrival	Sunday May 5, 2024
Departure	Friday May 10, 2024
Nights	5
People	1 0 0 0
Room Type	SOQ/Duplex
Room #	6901

**TAFT ANDERSON#120  
REDWOOD COUNTY SHERIFFS OFFICE  
LAW ENFORCEMENT  
, MN**

Date	From Room 6902 Reservation 14148	Price	Qty	Tax	Cost	Balance
Sun - 5/5/24	Room Rate	58.00	1	0.00	58.00	58.00 1
Sun - 5/5/24	Surcharge	9.00	1	0.00	9.00	67.00 1
Mon - 5/6/24	Room Rate	58.00	1	0.00	58.00	125.00 1
Mon - 5/6/24	Surcharge	9.00	1	0.00	9.00	134.00 1
Tue - 5/7/24	Room Rate	58.00	1	0.00	58.00	192.00 1
Tue - 5/7/24	Surcharge	9.00	1	0.00	9.00	201.00 1
Wed - 5/8/24	Room Rate	58.00	1	0.00	58.00	259.00 1
Wed - 5/8/24	Surcharge	9.00	1	0.00	9.00	268.00 1
Thu - 5/9/24	Room Rate	58.00	1	0.00	58.00	326.00 1
Thu - 5/9/24	Surcharge	9.00	1	0.00	9.00	335.00 1

**From Room 6902 Reservation 14148 Guest ESSER#104/ALEX 335.00**

Date	Group Leader Direct Charges	Price	Qty	Tax	Cost	Balance
Sun - 5/5/24	Room Rate	58.00	1	0.00	58.00	58.00 1
Sun - 5/5/24	Surcharge	9.00	1	0.00	9.00	67.00 1
Mon - 5/6/24	Room Rate	58.00	1	0.00	58.00	125.00 1
Mon - 5/6/24	Surcharge	9.00	1	0.00	9.00	134.00 1
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Wed - 5/8/24	Surcharge	9.00	1	0.00	9.00	268.00 1
Thu - 5/9/24	Room Rate	58.00	1	0.00	58.00	326.00 1
Thu - 5/9/24	Surcharge	9.00	1	0.00	9.00	335.00 1

**Total Direct charges to group leader - ANDERSON#120/TAFT 335.00**

**Grand total of all individual charges for the entire group \$670.00**

*We hope you have enjoyed your stay with us.*

*We will keep your guest information on file for 2 years and send you reminders of our summer packages.*

*We look forward to seeing you again!!*

Resort Data Processing ~ 123 Your Address Here ~ (555) 555-5555 ~ www.resortdata.com



**REQUEST FOR BOARD ACTION**

Requested Board Date: 02/06/2024	Originating Dept.: Sheriff
Preferred 2 <sup>nd</sup> Date:	
Discussion Item:	Presenter: Jason Jacobson
Approve BLRR Drug Task Force JPA	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 revised Brown Lyon Redwood Renville Drug Task Force joint powers agreement.

**Background Information:**

The JPA is being updated with minor changes. The most significant change is to allow the fiscal agent to pay debts and deposit money as the board has opted to meet every other month. There is a cap on allowable expenses without the board chair approval.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 01/12/24

Date Requestor Requires Review Completion: 01/31/24

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



**BROWN-LYON-REDWOOD-RENVILLE DRUG TASK FORCE  
JOINT POWERS AMENDED AGREEMENT**

This Agreement is entered into between the counties of Brown, Lyon, Redwood, and Renville by and through their respective County Board and Sheriff, the cities of New Ulm, Redwood Falls, and Marshall, by and through their respective City Council and Police Chief, and the Lower Sioux Police Department by and through its Tribal Council and Police Chief (hereinafter collectively referred to as the "Parties").

**WHEREAS**, the Parties are each respectively charged with the enforcement of the laws of the State of Minnesota in their respective jurisdictions; and

**WHEREAS**, the Parties desire to promote the effective enforcement of such laws, particularly as they relate to laws concerning controlled substances; and

**WHEREAS**, the nature of illegal controlled substance activity is such that coordinated, multijurisdictional efforts are needed for effective enforcement; and

**WHEREAS**, the purpose of this Agreement is to create a cooperative law enforcement effort that involves at least one dedicated full-time licensed peace officer who is responsible for all controlled substance investigations and for the development of a system of sharing intelligence information among participating agencies; and

**WHEREAS**, multi-jurisdictional drug task forces must have a governing board comprised of representatives from each participating agency that meets regularly and an interagency agreement addressing staffing, supervision, program income and equipment; and

**WHEREAS**, all drug task forces must have a viable infrastructure to prepare grant proposals, maintain statistics on operations, account for grant expenditures, track program income, and manage confidential funds in accordance with statewide policy.

**NOW, THEREFORE**, pursuant to Minnesota Statute § 471.59, the Joint Exercise of Powers, the Parties agree as follows:

**1. TERM**

The term of this Agreement commenced on October 17<sup>th</sup> 1989 and was amended on March 1<sup>st</sup> 2024 pursuant to Section 11 of this Agreement, and shall continue in full force and effect until terminated by the Parties pursuant to Section 4 of this Agreement.

**2. GOVERNING BOARD**

**2.1.** The powers, duties, and purpose of the Brown-Lyon-Redwood-Renville Drug Task Force shall be carried out through a governing board. Members of this board shall be known as "Directors." The Board shall consist of the Sheriff or Chief of Police of each participating governmental unit, or his/her designee. Each board member shall have one vote. The Directors of the participating governmental units shall appoint a prosecuting attorney from one of their jurisdictions to also serve as its legal counsel. The prosecuting

attorney is a member of the Board but shall not have a vote on any matter before the Board. The prosecuting attorney shall provide legal advice and guidance to the Board as requested.

**2.2.** The Board shall elect a Chairperson to serve for one year. The Chairperson will preside at meetings. The Board shall also elect a Vice-Chair who shall assume the powers and duties of the Chairperson during a period of absence or incapacity and shall perform such additional duties and functions as the Board may direct. The Chair and Vice-Chair shall be elected at the first meeting of the year.

**2.3.** The presence of a majority of Directors of the Board at a regular or special meeting are required to constitute a quorum. A simple majority vote of the Directors present at a meeting with a valid quorum is required for the Board to take action.

**2.4.** Other entities may become a Party to this agreement upon approval of two-thirds (2/3) of the then existing Board. Upon such approval, the number of members on the Board shall be increased by one for each new Party. The new Party's Sheriff or Chief of Police, or his/her designee, shall serve as a Director on the Board and shall have one vote.

**2.5.** The time and place of regular and special meetings shall be established by the Board. Special meetings may be called by the Chairperson or upon the request of at least two Directors on the Board. Notice of meetings shall be mailed or otherwise delivered as approved by the Board to each Director at least three days before regular meetings of the Board. Notices shall include an agenda containing those items to be considered at the meeting.

### **3. BOARD OF DIRECTORS' POWERS AND DUTIES**

The Board of Directors shall possess all the powers and duties to:

**3.1.** Contribute financially to the establishment and the continued operation of the task force through the commitment of time and resources, as approved by each party's respective County Board, City Council, or Tribal Council.

**3.2.** Direct the ongoing management and operation of the task force including the establishment of funds and accounts necessary for the task force to comply with state and/or federal guidelines. The Board shall select a Fiscal Agent to be responsible for the accounting and financial obligations of the drug task force operations, to provide for the proper receipts and disbursement of funds, and to perform all other duties normally assigned to the Treasurer of a deliberative body.

**3.3.** Adopt internal written policies and cooperative procedures for the operation of the task force, in order to implement this Agreement to the maximum extent possible.

**3.4.** Jointly plan and provide information, access to training opportunities and technical assistance for the staff members of the individual Parties to facilitate the purpose of the task force, when feasible.

- 3.5. Elect general legal counsel to provide legal assistance and recommendations relative to the general operations, duties, and functions of the task force members and its Board. That legal counsel shall receive notice for and attend Board of Director meetings, as available.
- 3.6. Comply with the Minnesota Government Data Practices Act and other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records, and maintain confidentiality of information that is not otherwise exempt as provided by law.
- 3.7. Apply for the use of any state or federal funds or new federal reimbursements to task force programs resulting from federal revenue enhancement to expand expenditures for task force goals.
- 3.8. Provide an annual report on the progress of the task force to all Parties. This report shall include, but not be limited to, finance, governance, and information management updates.
- 3.9. Contribute to the collection of data required to complete the task force's evaluation plan and the state annual progress report.
- 3.10. Adopt by-laws as necessary to conduct Board business.
- 3.11. Set the financial contribution required from all Parties on an annual basis, as approved by each Party's respective County Board, City Council, or Tribal Council.
- 3.12. Procure and maintain property, casualty, motor vehicle, liability, and other such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.
- 3.13. Elect a person to assist in keeping a record of all proceedings of the Board of Directors and to perform all other duties normally assigned to the Clerk/Secretary of a deliberative body.
- 3.14. Constitute and convene such committees as it deems necessary and appropriate. The Board shall determine respective membership, duration, structure, if any, designation and the election of officers and operating procedures of any committee. The Chairperson, with the approval of the Board, shall appoint the members and the Chairperson of each committee.
- 3.15. The Board of Directors shall have the authority to utilize funds received under this Agreement for any of the purposes outlined herein, subject to the requirements and procedures of the Municipal Contracting Law, Minn. Stat. § 471.345 and other applicable law.

#### 4. TERMINATION

Any Party shall have the right to withdraw from this Agreement or a Party may be terminated from this Agreement as set forth below.

4.1. The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on December 31st of the calendar year of withdrawal from this Agreement. The withdrawing Party shall send a copy of such resolution to the Chairperson of the Board of Directors no later than September 30<sup>th</sup> of the calendar year of withdrawal from this agreement.

4.2. Upon receipt of the resolution to withdraw, the Chairperson of the Board of Directors shall send a copy of said resolution to each Party within five (5) working days.

4.3. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent year.

4.4. The withdrawing Party shall not be entitled to a refund of monies contributed to the task force prior to the effective date of the withdrawal. The Fiscal Agent will provide a fiscal accounting to the withdrawing party of funds within sixty (60) days of the effective date of the withdrawal.

4.5. Failure to comply with the terms of this Agreement by any individual Party may result in termination of membership to this Agreement. A Party's termination shall be by a majority vote of the full Board of Directors following consideration of the nature and extent of the violation(s). A terminated Party shall not be entitled to a refund of any contributed monies or property given to the drug task force unless approved by a majority vote of the full Board of Directors.

4.6. Notwithstanding any Party's decision to withdraw from this Agreement, or in the case of a Party's termination of membership to this Agreement, this Agreement and the remaining Board of Directors created herein shall continue in force until and unless all remaining Parties mutually agree to terminate the Agreement by joint resolution, or when membership on the Board of Directors is reduced to less than two Parties.

4.7. In the case of the Parties' mutual agreement to terminate this Agreement, the Board of Directors shall continue to exist for the limited purpose of discharging the Board of Directors' debts and liabilities, settling its affairs, and disposing of its property.

4.8. In the event that the Fiscal Agent exercises its option to withdraw under the terms of this Agreement, the Board of Directors shall solicit a Party to volunteer as the new Fiscal Agent. The new Fiscal Agent shall become effective upon the effective date of the prior Fiscal Agent's withdrawal. If no new Fiscal Agent volunteers, this Agreement shall be terminated, notwithstanding any provision of this Agreement to the contrary.

5. **DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION**

All property, real and personal, held by the drug task force at the time of termination shall be distributed by resolution of the Board of Directors as allowed by law and in a manner to best accommodate its task force efforts.

6. **INDEBTEDNESS**

The Fiscal Agent shall sign all warrants or other evidence of indebtedness at any time issued by the Brown-Lyon-Redwood-Renville Drug Task Force no larger than \$15,000 per claim. If a claim against the Task Force is higher than \$15,000 it will require prior approval by The Board of Directors or written approval by the Board Chair.

7. **REVENUE**

All revenues of the task force, and the earnings those revenues generate, shall remain property of the task force. The Fiscal Agent shall deposit all monies received on behalf of the Task Force in the bank or depository designated by the Fiscal Agent. All monies shall be deposited in the name of the Brown-Lyon-Redwood-Renville Drug Task Force.

8. **CONTRIBUTIONS**

Each Party to this Agreement that is a police department or sheriff's department shall contribute cash, personnel, and in-kind resources to the task force. Each Party shall assign such licensed peace officers and unlicensed personnel as that party deems appropriate to assist and participate in the Brown-Lyon-Redwood-Renville Drug Task Force. Each Party shall designate and advise all other Parties of the name or names of such person or persons who shall have authority to assign personnel to operate the provisions of this Agreement.

9. **MEMBER RESPONSIBILITIES**

**9.1. Calls for Assistance.** Whenever an officer of a Party believes that assistance is needed from one or more of the other Parties in the enforcement of controlled substance laws, the Party desiring assistance shall make an oral or written request for assistance to another Party or Parties. Upon receipt of a request for assistance, the responding Party or Parties may assign and direct such personnel as that Party deems fit to provide assistance in the nature and to the extent it deems fit. A Party which is requested to provide assistance shall make a good faith effort to provide the assistance requested, but no guarantee is made that the requested assistance will be provided and each Party expressly agrees that failure to provide requested assistance will not result in any liability claim by the requesting Party against the other Party. Whenever a Party provides mutual assistance to another Party under this Agreement, those Parties shall remain an employee and agent of the agency providing assistance. The Party providing the assistance shall remain under the ultimate direction and control of the agency by which they are employed and all acts and coverages shall be the same as if they were acting in the course and scope of the employment of that Party.

**9.2. Officer Authority.** Licensed peace officers and licensed part-time peace officers who act under the terms of this agreement shall be granted peace officer authority to the

full extent authorized by Minnesota Statutes, including, but not limited to Minn. Stat §§ 629.34 and 629.40. To the extent necessary, the Parties agree that each may grant peace officer authority to licensed peace officers and licensed part-time peace officers already employed in that capacity by another Party. In such cases, the officer so appointed shall for all purposes other than peace officer authority, remain an employee of the initial appointing party for Purposes of this Agreement herein.

**9.3. Coordinating Authority.** The Task Force Commander shall be responsible for the day-to-day operations of the task force including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Task Force Commander shall make sure that task force policies and procedures are followed.

**9.4. Fiscal Agency.** The City of New Ulm shall be responsible for fiscal management of the task force grant and other resources such as cash contributions, program income (forfeiture proceeds, restitution, and fines) and oversight of confidential funds. The Fiscal Agent shall present The Board of Directors with a report monthly or as otherwise directed by The Board of Directors, setting forth in detail all monies received and paid out on behalf of the Drug Task Force since the last report. At the end of each fiscal year a similar report shall be presented to The Board of Directors showing all receipts and disbursements of the Drug Task Force for the fiscal year ending. The Fiscal Agent shall complete an audit of all financial resources of the Brown-Lyon-Redwood-Renville Drug Task Force at least annually and shall make such reports available to all Parties. All said reports shall be in such form as may be prescribed by The Board of Directors. Buy funds shall be reconciled at least quarterly and reports shall be distributed to the representative of each Party at the Advisory Board meeting. Any Party to this Agreement may request and obtain access to all financial records pertaining to the fiscal management of the Task Force. The Board of Directors may, in its discretion and at any time, request an independent audit of the Brown-Lyon-Redwood-Renville Drug Task Force's finances.

**9.5. Official Documents:**

The Clerk/Secretary will hold all official Drug Task Force documents.

**9.6. Restitution and Forfeitures.** Any assets or property subject to legal forfeiture as a result of enforcement or obtained under any criminal restitution received under this Agreement shall be used and/or distributed to the Parties as follows:

- a. Assets or proceeds from forfeited property may be reinvested in the task force in accordance with applicable federal and state law with the Board of Directors' approval.
- b. Property may, if practicable, be used and/or distributed amongst the Parties to this Agreement in accordance with federal and state law with the Board of Directors' approval.
- c. In cases subject to federal forfeiture proceedings, distribution of forfeited assets shall be in equal shares among the parties to this joint powers agreement with the federal government receiving either an equal share or its share as governed by federal statutes or regulations.

d. All seized, held and/or forfeitable property shall be documented and safeguarded in accordance with the procedures set forth in the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual, and applicable state and federal law.

The Parties agree that in any cases in which the Brown-Lyon-Redwood-Renville Drug Task Force cooperates with another jurisdiction (e.g., another task force or a local, state or federal agency) that the supervising investigators on the scene of any arrest will negotiate a split based upon the amount of effort expended in the investigation and document said agreement.

**9.7. Policy Manual.** The Parties agree to abide by the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual.

## **10. INDEMNIFICATION AND HOLD HARMLESS**

**10.1.** The Brown-Lyon-Redwood-Renville Drug Task Force shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Brown-Lyon-Redwood-Renville Drug Task Force shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466.

**10.2.** The Brown-Lyon-Redwood-Renville Drug Task Force shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Brown-Lyon-Redwood-Renville Drug Task Force.

**10.3.** The Parties agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statute Section 466.04. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and 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, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

**10.4.** Each Party shall be responsible and liable for its own personnel, equipment, and supplies and shall have sole title and interest in the equipment and supplies it utilizes as part of this Agreement unless some alternative arrangement is provided for in writing.

**11. MODIFICATION**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid once they have been reduced to writing and signed by the authorized representatives from each of the Parties.

**12. SEVERABILITY**

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

**13. FEDERAL / STATE FUNDING**

In the event that the Brown-Lyon-Redwood-Renville Drug Task Force becomes ineligible for State, Federal or local financial participation, the parties agree to review the Agreement within thirty (30) days of the determination of the ineligibility. Notwithstanding any provision of this Agreement to the contrary, any party may withdraw from this Agreement after the thirty-day review of the Agreement following determination of ineligibility under this paragraph upon thirty (30) days written notice.

**14. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. Counterparts shall be delivered to the Brown-Lyon-Renville Drug Task Force Legal Counsel who will make each a part of this Agreement by attaching each hereto.

**15. MERGER**

This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements.

**IN WITNESS WHEREOF:**

**Brown County**

\_\_\_\_\_  
Chair, Brown County Board of Commissioners  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Brown County Administrator



**IN WITNESS WHEREOF:**

**Lyon County**

\_\_\_\_\_  
Chair, Lyon County Board of Commissioners  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Lyon County Administrator

**IN WITNESS WHEREOF:**

**Redwood County**

\_\_\_\_\_  
Chair, Redwood County Board of Commissioners  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Redwood County Administrator

**IN WITNESS WHEREOF:**

**Renville County**

\_\_\_\_\_  
Chair, Renville County Board of Commissioners

Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Renville County Administrator

**IN WITNESS WHEREOF:**

**City of Marshall**

\_\_\_\_\_  
Mayor, Marshall City Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Marshall City Administrator/Clerk

**IN WITNESS WHEREOF:**

**City of New Ulm**

\_\_\_\_\_  
Mayor, New Ulm City Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
New Ulm City Administrator

**IN WITNESS WHEREOF:**

**City of Redwood Falls**

\_\_\_\_\_  
Mayor, Redwood Falls City Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Redwood Falls City Administrator

**IN WITNESS WHEREOF:**

**Lower Sioux Indian Community**

\_\_\_\_\_  
Chair, Lower Sioux Tribal Council

Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Lower Sioux Tribal Council Clerk

**BROWN-LYON-REDWOOD-RENVILLE DRUG TASK FORCE  
JOINT POWERS **AMENDED** AGREEMENT**

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attorney is a member of the Board but shall not have a vote on any matter before the Board. The prosecuting attorney shall provide legal advice and guidance to the Board as requested.

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**3.9.** Contribute to the collection of data required to complete the task force's evaluation plan and the state annual progress report.

**3.10.** Adopt by-laws as necessary to conduct Board business.

**3.11.** Set the financial contribution required from all Parties on an annual basis, as approved by each Party's respective County Board, City Council, or Tribal Council.

**3.12.** Procure and maintain property, casualty, motor vehicle, liability, and other such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

**3.13.** Elect a person to assist in keeping a record of all proceedings of the Board of Directors, ~~to provide for the proper receipts and disbursement of funds (moved to section 3.2),~~ and to perform all other duties normally assigned to the Clerk/Secretary/Treasurer of a deliberative body.

**3.14.** Constitute and convene such committees as it deems necessary and appropriate. The Board shall determine respective membership, duration, structure, if any, designation and the election of officers and operating procedures of any committee. The Chairperson, with the approval of the Board, shall appoint the members and the Chairperson of each committee.

**3.15.** The Board of Directors shall have the authority to utilize funds received under this Agreement for any of the purposes outlined herein, ~~(add section 3.15 back in and add the following) subject to the requirements and procedures of the Municipal Contracting Law, Minn. Stat. § 471.345 and other applicable law.~~

#### 4. TERMINATION

Any Party shall have the right to withdraw from this Agreement or a Party may be terminated from this Agreement as set forth below.

- 4.1. The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on December 31st of the calendar year of withdrawal from this Agreement. The withdrawing Party shall send a copy of such resolution to the Chairperson of the Board of Directors no later than September 30<sup>th</sup> of the calendar year of withdrawal from this agreement.
- 4.2. Upon receipt of the resolution to withdraw, the Chairperson of the Board of Directors shall send a copy of said resolution to each Party within five (5) working days.
- 4.3. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent year.
- 4.4. The withdrawing Party shall not be entitled to a refund of monies contributed to the task force prior to the effective date of the withdrawal. The Fiscal ~~Host~~ Agent will provide a fiscal accounting to the withdrawing party of funds within sixty (60) days of the effective date of the withdrawal.
- 4.5. Failure to comply with the terms of this Agreement by any individual Party may result in termination of membership to this Agreement. A Party's termination shall be by a majority vote of the full Board of Directors following consideration of the nature and extent of the violation(s). A terminated Party shall not be entitled to a refund of any contributed monies or property given to the drug task force unless approved by a majority vote of the full Board of Directors.
- 4.6. Notwithstanding any Party's decision to withdraw from this Agreement, or in the case of a Party's termination of membership to this Agreement, this Agreement and the remaining Board of Directors created herein shall continue in force until and unless all remaining Parties mutually agree to terminate the Agreement by joint resolution, or when membership on the Board of Directors is reduced to less than two Parties.
- 4.7. In the case of the Parties' mutual agreement to terminate this Agreement, the Board of Directors shall continue to exist for the limited purpose of discharging the Board of Directors' debts and liabilities, settling its affairs, and disposing of its property.
- 4.8. In the event that the Fiscal ~~Host~~ Agent exercises its option to withdraw under the terms of this Agreement, the Board of Directors shall solicit a Party to volunteer as the new Fiscal ~~Host~~ Agent. The new Fiscal ~~Host~~ Agent shall become effective upon the effective date of the prior Fiscal ~~Host's~~ Agent's withdrawal. If no new Fiscal ~~Host~~ Agent volunteers, this Agreement shall be terminated, notwithstanding any provision of this Agreement to the contrary.

## 5. DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION

All property, real and personal, held by the drug task force at the time of termination shall be distributed by resolution of the Board of Directors as allowed by law and in a manner to best accommodate its task force efforts.

## 6. INDEBTEDNESS

~~All obligations or other forms of indebtedness issued pursuant to this Agreement shall require authorization by the Board of Directors.~~ The Fiscal Agent shall sign all warrants or other evidence of indebtedness at any time issued by the Brown-Lyon-Redwood-Renville Drug Task Force no larger than \$15,000 per claim. If a claim against the Task Force is higher than \$15,000 it will require prior approval by The Board of Directors or written approval by the Board Chair.

## 7. REVENUE

All revenues of the task force, and the earnings those revenues generate, shall remain property of the task force. The Fiscal Agent shall deposit all monies received on behalf of the Task Force in the bank or depository designated by the Fiscal Agent. All monies shall be deposited in the name of the Brown-Lyon-Redwood-Renville Drug Task Force.

## 8. CONTRIBUTIONS

Each Party to this Agreement that is a police department or sheriff's department shall contribute cash, personnel, and in-kind resources to the task force. Each Party shall assign such licensed peace officers and unlicensed personnel as that party deems appropriate to assist and participate in the Brown-Lyon-Redwood-Renville Drug Task Force. Each Party shall designate and advise all other Parties of the name or names of such person or persons who shall have authority to assign personnel to operate the provisions of this Agreement.

## 9. MEMBER RESPONSIBILITIES

**9.1. Calls for Assistance.** Whenever an officer of a Party believes that assistance is needed from one or more of the other Parties in the enforcement of controlled substance laws, the Party desiring assistance shall make an oral or written request for assistance to another Party or Parties. Upon receipt of a request for assistance, the responding Party or Parties may assign and direct such personnel as that Party deems fit to provide assistance in the nature and to the extent it deems fit. A Party which is requested to provide assistance shall make a good faith effort to provide the assistance requested, but no guarantee is made that the requested assistance will be provided and each Party expressly agrees that failure to provide requested assistance will not result in any liability claim by the requesting Party against the other Party. Whenever a Party provides mutual assistance to another Party under this Agreement, those Parties shall remain an employee and agent of the agency providing assistance. The Party providing the assistance shall remain under the ultimate direction and control of the agency by which they are employed and all acts and coverages shall be the same as if they were acting in the course and scope of the employment of that Party.

**9.2. Officer Authority.** Licensed peace officers and licensed part-time peace officers who act under the terms of this agreement shall be granted peace officer authority to the full extent authorized by Minnesota Statutes, including, but not limited to Minn. Stat. §§ 629.34 and 629.40. To the extent necessary, the Parties agree that each may grant peace officer authority to licensed peace officers and licensed part-time peace officers already employed in that capacity by another Party. In such cases, the officer so appointed shall for all purposes other than peace officer authority, remain an employee of the initial appointing party for Purposes of this Agreement herein.

**9.3. Coordinating Authority.** The Task Force Commander shall be responsible for the day-to-day operations of the task force including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Task Force Commander shall make sure that task force policies and procedures are followed.

**9.4. Fiscal Agency/Host.** The ~~City of New Ulm~~ ~~New Ulm Police Department~~ shall be responsible for fiscal management of the task force grant and other resources such as cash contributions, program income (forfeiture proceeds, restitution, and fines) and oversight of confidential funds. ~~The Fiscal Agent shall present The Board of Directors with a report monthly or as otherwise directed by The Board of Directors, setting forth in detail all monies received and paid out on behalf of the Drug Task Force since the last report. At the end of each fiscal year a similar report shall be presented to The Board of Directors showing all receipts and disbursements of the Drug Task Force for the fiscal year ending.~~ The Fiscal Agent/Host shall complete an audit of all financial resources of the Brown-Lyon-Redwood-Renville Drug Task Force at least annually and shall make such reports available to all Parties. All said reports shall be in such form as may be prescribed by The Board of Directors. Buy funds shall be reconciled at least quarterly and reports shall be distributed to the representative of each Party at the Advisory Board meeting. ~~immediately following such reconciliation.~~ Any Party to this Agreement may request and obtain access to all financial records pertaining to the fiscal management of the Task Force. The Board of Directors may, in its discretion and at any time, request an independent audit of the Brown-Lyon-Redwood-Renville Drug Task Force's finances.

**9.5. Official Documents:**

~~The Clerk/Secretary will hold all official Drug Task Force documents.~~

**9.6. Restitution and Forfeitures.** Any assets or property subject to legal forfeiture as a result of enforcement or obtained under any criminal restitution received under this Agreement shall be used and/or distributed to the Parties as follows:

- a. Assets or proceeds from forfeited property may be reinvested in the task force in accordance with applicable federal and state law with the Board of Directors' approval.
- b. Property may, if practicable, be used and/or distributed amongst the Parties to this Agreement in accordance with federal and state law with the Board of Directors' approval.
- c. In cases subject to federal forfeiture proceedings, distribution of forfeited assets shall be in equal shares among the parties to this joint powers agreement

with the federal government receiving either an equal share or its share as governed by federal statutes or regulations.

**d.** All seized, held and/or forfeitable property shall be documented and safeguarded in accordance with the procedures set forth in the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual, and applicable state and federal law.

The Parties agree that in any cases in which the Brown-Lyon-Redwood-Renville Drug Task Force cooperates with another jurisdiction (e.g., another task force or a local, state or federal agency) that the supervising investigators on the scene of any arrest will negotiate a split based upon the amount of effort expended in the investigation and document said agreement.

**9.7. Policy Manual.** The Parties agree to abide by the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual.

## **10. INDEMNIFICATION AND HOLD HARMLESS**

**10.1.** The Brown-Lyon-Redwood-Renville Drug Task Force shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Brown-Lyon-Redwood-Renville Drug Task Force shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466.

**10.2.** The Brown-Lyon-Redwood-Renville Drug Task Force shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Brown-Lyon-Redwood-Renville Drug Task Force.

**10.3.** The Parties agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statute Section 466.04. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and 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, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

**10.4.** Each Party shall be responsible and liable for its own personnel, equipment, and supplies and shall have sole title and interest in the equipment and supplies it utilizes as part of this Agreement unless some alternative arrangement is provided for in writing.

**11. MODIFICATION**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid once they have been reduced to writing and signed by the authorized representatives from each of the Parties.

**12. SEVERABILITY**

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

**13. FEDERAL / STATE FUNDING**

In the event that the Brown-Lyon-Redwood-Renville Drug Task Force becomes ineligible for State, Federal or local financial participation, the parties agree to review the Agreement within thirty (30) days of the determination of the ineligibility. Notwithstanding any provision of this Agreement to the contrary, any party may withdraw from this Agreement after the thirty-day review of the Agreement following determination of ineligibility under this paragraph upon thirty (30) days written notice.

**14. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. Counterparts shall be delivered to the Brown-Lyon-Renville Drug Task Force Legal Counsel who will make each a part of this Agreement by attaching each hereto.

**15. MERGER**

This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements.

**IN WITNESS WHEREOF:**

**Brown County**

\_\_\_\_\_  
Chair, Brown County Board of Commissioners  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Brown County Administrator





**IN WITNESS WHEREOF:**

**Lyon County**

\_\_\_\_\_  
Chair, Lyon County Board of Commissioners  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Lyon County Administrator

**IN WITNESS WHEREOF:**

**Redwood County**

\_\_\_\_\_  
Chair, Redwood County Board of Commissioners

Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Redwood County Administrator

**IN WITNESS WHEREOF:**

**Renville County**

\_\_\_\_\_  
Chair, Renville County Board of Commissioners

Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Renville County Administrator

**IN WITNESS WHEREOF:**

**City of Marshall**

\_\_\_\_\_  
Mayor, Marshall City Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Marshall City Administrator/Clerk

**IN WITNESS WHEREOF:**

**City of New Ulm**

\_\_\_\_\_  
Mayor, New Ulm City Council

Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
New Ulm City Administrator

**IN WITNESS WHEREOF:**

**City of Redwood Falls**

\_\_\_\_\_  
Mayor, Redwood Falls City Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Redwood Falls City Administrator

**IN WITNESS WHEREOF:**

**Lower Sioux Indian Community**

\_\_\_\_\_  
Chair, Lower Sioux Tribal Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Lower Sioux Tribal Council Clerk



**REQUEST FOR BOARD ACTION**

Requested Board Date: 02/06/2024	Originating Dept.: Sheriff
Preferred 2 <sup>nd</sup> Date:	
Discussion Item:	Presenter: Jason Jacobson
Purchase of security bunks	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 purchase of new bunk beds and shelving for work release.

**Background Information:**

Beds to be purchased out of canteen funding. Two quotes were received on the project. Cortech quote is \$10,115.00. Maintenance will assist in the installation of the bunks.

Second quote from Max-Secure was \$28,905.12 for beds and \$12,657.14 for installation.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



**Quote**



Quote No	Quote Date	Page
23600	11/6/23	1

7530 Plaza Court  
 Willowbrook, IL 60527  
 T: 800-571-0770 F: 630-455-0813  
 cortechusa.com




**Bill To**

REDWOOD COUNTY SHERIFFS  
 303 E THIRD ST  
 JIM\_H@CO.REDWOOD.MN.US  
 REDWOOD FALLS, MN 56283  
 US

**Ship To**

REDWOOD COUNTY SHERIFFS  
 303 E THIRD ST  
 REDWOOD FALLS, MN 56283  
 US

Customer No	Salesperson	Payment Terms	Loc	PPD/COL	Ship Via
1052	Kyle Sukowicz	NET 30	DS		BEST WAY

Qty Ordered	UOM	Item No	Unit Price	Disc	Extended Price
4	EA	7701MB BUNK WALL MOUNT MIDNIGHT BLUE	\$1,180.00		\$4,720.00
					
4	EA	7601MB ENDURANCE BED 1.0 MIDNIGHT BL FR	\$1,050.00		\$4,200.00
					
4	EA	8600MB ENDURANCE ALL PURPOSE SHELF 2 LARGE - MIDNIGHT BLUE FR	\$100.00		\$400.00
					
1	EA	FREIGHT ESTIMATED SHIPPING CHARGE	\$795.00		\$795.00

\*\*\*LIFTGATE REQUIRED\*\*\*  
 =====  
 PRODUCT QUOTE IS VALID FOR 30 DAYS  
 FREIGHT QUOTE IS VALID FOR 14 DAYS  
 MATT LUYTJENS P: 507-637-1343  
 MATT\_L@CO.REDWOOD.MN.US  
 =====

**Quote Total**  
**10,115.00**

Quote



Quote No 23600 Quote Date 11/6/23 Page 2

7530 Plaza Court
Willowbrook, IL 60527
T: 800-571-0770 F: 630-455-0813
cortechusa.com

Bill To

REDWOOD COUNTY SHERIFFS
303 E THIRD ST
JIM\_H@CO.REDWOOD.MN.US
REDWOOD FALLS, MN 56283
US

Ship To

REDWOOD COUNTY SHERIFFS
303 E THIRD ST
REDWOOD FALLS, MN 56283
US

Customer No 1052 Salesperson Kyle Sukowicz Payment Terms NET 30 Loc DS PPD/COL Ship Via BEST WAY

Qty Ordered UOM Item No Unit Price Disc Extended Price

Shipping Requirements (Special services may incur additional fees- check all that apply)

Delivery Appt \_\_\_\_\_ Liftgate \_\_\_\_\_ Pallet Jack \_\_\_\_\_ Driver Assist \_\_\_\_\_ Limited Access \_\_\_\_\_

Delivery Contact Information:

Quote Policy: Pricing will be honored for 30 days. Freight quote will be honored for 7 days only. Please contact Cortech if you need updated pricing.
Return Policy: Cortech must be notified prior to receipt of any returned items. Once it is verified that the returned product is in the same condition in which it was shipped (new, unused, and in original packaging) a credit will be issued minus:
1) a 20% restocking fee and 2) the cost of freight of the original shipment and the return shipment.
NOTE: ALL SALES ARE FINAL ON CUSTOM PRODUCTS. Please note any freight damage to the product on the BOL immediately.

To place this order: Confirm that all information on this quote is accurate, then sign below adding your PO# & Exemption/Resale Certificate # as applicable as well as the Buyer's Name and Email address then EMAIL to orders@cortechusa.com

PO#: \_\_\_\_\_ Date: \_\_\_\_\_ Exemption#: \_\_\_\_\_

Buyers Name: \_\_\_\_\_ Email: \_\_\_\_\_

Signature \_\_\_\_\_

**MAX-SECURE**  
Security Products

November 3, 2023

Matt Luitjens  
1270 W. Silverlake Road  
Redwood Falls, MN 56283

P: (507) 637-1343  
E: [matt\\_l@co.redwood.mn.us](mailto:matt_l@co.redwood.mn.us)

Dear Matt,

RE: Supply and Installation of Max-Secure Furniture - Beds

As requested, we are pleased to provide the following quotation for supply and installation of Max-Secure beds.

**Supply:**

- Supply & install, (04) Max-Secure Endura Bunk Bed cut to size 83"x40½"x16" EN 6000-20
  - **Price for supply of Max-Secure Lower Beds: \$27,805.12**
  - **Delivery Price: \$1,100.00**

**Installation:**

- **Price for Installation & removal of Max-Secure Furniture: \$12,657.14**

Delivery: 18-20 weeks from receipt of PO

**Notes:**

1. Max-Secure products are covered by our 10-year warranty against manufacturer's defects. Warranty extends to installation when performed by certified Max-Secure installers.
2. Price includes anchors, structural adhesives, and tamper-proof caulking/sealant. Pricing based on standard available size and colors.
3. The work is to be performed during the weekdays during an 8-hour work window between Monday to Friday without any delays or access restrictions impeding the construction progress.
4. All pricing is based on one (1) mobilization.
5. Removal, disposal & relocation of existing furniture (light fixtures) is by others.
6. The areas to receive the furniture are to be clean and ready for installation of material.
7. We have not included any repair work to the existing concrete/masonry substrates.
8. Pricing does not include any applicable taxes.
9. Site labor cost is based on using non-union, non-prevailing wage labor force.
10. The final proposal will be submitted after the module review & evaluation.
11. Solid Concrete or CMU are required for all wall mounted Max-Secure products.
12. This quote is valid for 30 days after the date of issue.

We trust our proposal meets your requirements and we look forward to the opportunity to work with you on this project.

Yours truly,

**MAINTENANCE FREE INSTITUTIONAL FURNITURE AND SECURITY PRODUCTS**



**REQUEST FOR BOARD ACTION**

Requested Board Date: 02/06/2024	Originating Dept.: Sheriff
Preferred 2 <sup>nd</sup> Date:	
Discussion Item:	Presenter: Jason Jacobson
Donation from Scott Goodyear	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 donation from Scott Goodyear in the amount of \$1000.00 to the Redwood County Sheriff's Office.

**Background Information:**

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable  
Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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

**Redwood County Board of Commissioners**

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



**A RESOLUTION ACCEPTING THE DONATION OF \$1000.00 FROM SCOTT GOODYEAR**

**WHEREAS**, SCOTT GOODYEAR wishes to donate \$1000.00 to Redwood County Sheriff's Office and;

**WHEREAS**, the Sheriff's Office will utilize the donation of \$1000.00 for the purpose of a K9 program and/or equipment; and

**WHEREAS**, the Board of Commissioners appreciates the generosity of Scott Goodyear in supporting the Redwood County Sheriff's Office;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners hereby approves the acceptance of \$1000.00 from Scott Goodyear to the Redwood County Sheriff's Office, on behalf of the County.

**PASSED and ADOPTED** by the Redwood County Board of Commissioners this 6<sup>th</sup> day of February, 2024.

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

\_\_\_\_\_  
Vicki Knobloch-Kletscher  
County Administrator

*1st District*

**RICK WAKEFIELD**

P.O. Box 473  
Walnut Grove, MN 56180  
(507) 859-2369  
Rick\_W@co.redwood.mn.us

*2nd District*

**JIM SALFER**

865 Pine Street  
Wabasso, MN 56293  
(507) 342-2431  
Jim\_S2@co.redwood.mn.us

*3rd District*

**DENNIS GROEBNER**

250 Center Street  
Clements, MN 56224  
(507) 692-2235  
Dennis\_G@co.redwood.mn.us

*4th District*

**BOB VANHEE**

503 Fallwood Road  
Redwood Falls, MN 56283  
(507) 616-1000  
Bob\_V@co.redwood.mn.us

*5th District*

**DAVE FORKRUD**

P.O. Box 235  
Belview, MN 56214  
(507) 430-1907  
Dave\_F@co.redwood.mn.us



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> February 6, 2024	<b>Originating Dept.:</b> Commissioners
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Mike Landuyt, MN Cattlemens Assn
Resolution RE: Wolf Management	<b>estimated time needed:</b> 15 min
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

If in agreement, adopt Resolution in Support of Returning Wolf Management to the State of MN

**Background Information:**

Hunters for Hunters submitted the attached letter to all 87 MN Counties seeking support for returning the management of wolves to the State of MN. MN Cattlemen's Association has sought similar action due to concerns with wolf predation on cattle herds, as well as the concern of hunters and the whitetail population.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

**Administrators Comments:**

Mike Landuyt, MN Cattlemen's Association representative will be present to speak in support of the proposed resolution.

Reviewed by Administrator:  Yes  No

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

RECEIVED

JAN 18 2024

COUNTY ADMINISTRATOR



# HUNTERS FOR HUNTERS

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## RESOLUTION REQUEST – WOLF HUNTING & TRAPPING SEASON

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### CONTACT

Dillan Porter, Chairman  
1514 410<sup>th</sup> Ave  
Karlstad, MN 56732  
218.526.0318

[Chairman@hunters4hunters.com](mailto:Chairman@hunters4hunters.com)  
[Hunters4Hunters.org](http://Hunters4Hunters.org)

---

Dear County Commissioners

This letter is being written to formally request that you adopt a resolution which would create an official county board stance on the following:

- 1) Your County Board is officially in favor of wolves being removed from Federal protection and wolf management would be returned to the state of MN.
- 2) Your County Board is officially in favor of the state of MN immediately having a wolf hunting season once wolves are removed from Federal protection.
- 3) Your County Board is officially in favor of signing the letter requesting Senator Amy Klobuchar to vote for wolves to be removed from Federal protection.

We have enclosed a copy of the letter that we will be sending to Senator Amy Klobuchar. We are asking that when you pass your county board resolution, you would please forward us a copy of said document.

This same letter and request is being sent to all counties in Minnesota, many of which are being negatively impacted by wolves that are kept unregulated and under Federal protection. When we receive all the county board resolutions as described above, we will send them to Senator Klobuchar and our Minnesota Legislators.

Sincerely,

*Dillan Porter*

Dillan Porter

Chairman - Hunters For Hunters



1514 410<sup>th</sup> Ave  
Karlstad, MN 56732

[www.Hunters4Hunters.org](http://www.Hunters4Hunters.org)  
218.526.0318

COPY

Dear Senator Klobuchar,

Thank you for serving our State and our Nation.

In the past you supported some Federal timber harvest reform to help rural Minnesotans.

We call upon your help again.

It is well documented that too many wolves – populations far exceeding agreed upon recovery levels are contributing significantly to dramatic reductions of our Minnesota Whitetail populations. Without wolf management, it will also stop any Whitetail Deer population recovery.

The economic damage to small Minnesota towns; from hotels, restaurants, bars, farm equipment, etc... is substantial, and growing.

As you have seen, there are literally thousands of non-political, uninvolved everyday people coming out to town hall meetings. We need our voices heard and our interests protected.

We, as citizens and County Commissioners ask that you join with other members of the US Congress and return wolf management to the State of Minnesota, just like Congress did in 2011 for the states of Wyoming, Idaho and Montana.

Sincerely

Dillan Porter  
Chairman – Hunters For Hunters

(When we receive a list of participating counties, the county names will be listed below Dillan's Signature)



## **Redwood County Board of Commissioners**

P.O. Box 130 Redwood Falls, MN 56283



### **RESOLUTION IN SUPPORT OF RETURNING WOLF MANAGEMENT TO THE STATE OF MINNESOTA**

WHEREAS, in February 2022, Minnesota's gray wolf once again became a federally protected threatened species and under current federal guidelines, where wolves may only be taken in defense of human life; and,

WHEREAS, Hunters for Hunters and the Minnesota Cattlemen's Association have concerns regarding wolf hunting and trapping seasons and ask that wolf management be returned to the State of Minnesota; and,

WHEREAS, there is significant and increasing conflicts between whitetails, livestock and wolf population throughout the State of Minnesota; and,

WHEREAS, Redwood County Board of Commissioners is in support of the State of Minnesota establishing hunting and trapping seasons on wolves immediately once wolves are removed from Federal protection; and

NOW, THEREFORE, BE IT RESOLVED, that the Redwood County Board of Commissioners is in support of sending a letter requesting Senator Any Klobuchar to vote for wolves to be removed from Federal protection and that wolf management be returned to the State of Minnesota

DATED this 6<sup>th</sup> day of February, 2024

---

Jim Salfer  
Board Chair,  
Redwood County Commissioner

ATTEST:

---

Vicki Kletscher, Administrator  
Redwood County

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

*2nd District*  
**JIM SALFER**  
865 Pine Street  
Wabasso, MN 56293  
(507) 829-8029  
Jim\_S2@co.redwood.mn.us

*3rd District*  
**DENNIS GROEBNER**  
250 Center Street  
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**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> February 6, 2024 <b>Preferred 2<sup>nd</sup> Date:</b>	<b>Originating Dept.:</b> Administration
<b>Discussion Item:</b> Summit Carbon Solutions	<b>Presenter:</b> Wade Mathiowetz <b>estimated time needed:</b> 15 min
<b>Board Action:</b> <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

**Background Information:**

Mr. Mathiowetz has requested to appear before the Board for a discussion regarding Summit Carbon Solutions. He indicated he doesn't have any documentation, just wishes to have a discussion with the Board.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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

Dear Redwood County Commissioners,

I trust this letter finds you in good health and spirits. I am writing to bring to your attention a matter of urgent concern: the proposed Summit's Midwest Express Carbon Pipeline. This project, slated to pass through Redwood County and neighboring regions, raises significant safety and well-being concerns for our community.

As lifelong residents and landowners in Redwood County, we are deeply alarmed by the potential risks associated with the Summit's Midwest Express Carbon Pipeline. A particular point of concern is the substantial amount of water required for the carbon capture process. The immediate and real danger of concentrated CO<sub>2</sub> acidifying our water sources is a serious issue, especially when considering the pipeline's operation under pressures threefold that of standard natural gas lines.

We implore the Redwood County Commissioners to actively engage in this critical issue by participating in the upcoming comment sessions for Wilkins and Ottertail counties. Your involvement is crucial, as it will significantly steer the conversation surrounding the project and its broader implications for our community.

Inaction or silence from our elected representatives, including the esteemed Commissioners, might be misconstrued as consent. Therefore, it is vital that you openly address our concerns and ensure that any decisions regarding the pipeline are made in the best interests of our community.

We advocate for transparency and active community involvement in the decision-making process concerning the pipeline. The future of Redwood County hinges on our proactive engagement and the responsible stewardship of our natural resources.

We also urge you to participate in commenting on the Draft Environmental Impact Statement (EIS) for the pipeline. Every individual and group concern is significant, and it's imperative that the state of Minnesota hears from all stakeholders. The deadline for comments is February 23, 2024, at 4:30 p.m., and they should include the docket number (22-422).

Comments can be submitted via U.S. Mail to Andrew Levi, Environmental Review Manager, at the Minnesota Department of Commerce, via email to [andrew.levi@state.mn.us](mailto:andrew.levi@state.mn.us) (with "Draft EIS Comment 22-422" in the subject line), or online at [mn.gov/commerce/energyfacilities](https://mn.gov/commerce/energyfacilities) (by selecting the "Submit a Comment" option under the "Public Participation" tab).

Let us unite in confronting this critical issue to secure a sustainable and safe future for Redwood County and the broader Minnesota region. The decisions we make today will shape the legacy we leave for future generations.

Enclosed, please find the Draft EIS for your review. Please note it is very extensive so allow yourself hours for review. Attached, please find a word copy of a speech delivered on 10/11/2022 that addresses our ongoing concerns regarding the Summit's Midwest Express Carbon Pipeline. This speech, presented by Barb Wille, outlines our community's apprehensions and emphasizes the critical need for transparent and responsible decision-making.

We believe that the insights shared in this speech will provide valuable background information, further illustrating the longstanding nature of our concerns. We hope you take the time to review this document in conjunction with the EIS for your attention and action on this pressing matter.

Thank you for your time and attention to this delicate and serious matter. We look forward to your active participation and response.

Sincerely,

Concerned Citizens and Landowners of Redwood County

On behalf of the group:

Wade Mathiowetz

Anita Vogel

Ed Iverson

Dan Henriksen

15 September 2022

Lydell Sik, Mayor  
Dave Irlbeck, Council Member  
Julie Senst, Council Member  
Darrell Knutson, Council Member  
Tyler Beermann, Council Member

City Council of Lamberton  
112 Second Ave West  
Lamberton, MN 56152

Dear Mayor and Council Members,

**We the undersigned want to express our immediate concerns regarding the city of Lamberton's announcement that they are considering an easement for Summit Carbon Solutions in our community.**

Summit Carbon Solutions is an out of state company that is proposing to build a hazardous liquid, high pressure carbon dioxide pipeline through our community.

**We ask you to take pause and note that this is a highly contested five state interstate pipeline proposal.**

- 1) There is a moratorium from the state on local governments on permitting this project.
- 2) The state has not approved the project or the route.
- 3) At the very least, because of the hazard and safety risks this pipeline poses – wait to make any decisions until a comprehensive environmental review has been completed.
- 4) Piping CO2 through a pipeline must be done at very high pressures – 2-3x higher than a natural gas pipeline. At these pressures, a CO2 pipeline rupture can lead to a rapid, uncontrolled release of CO2 into the surrounding area, posing a serious risk to any people, animals, or vegetation in the area.
- 5) This company has never built a pipeline before and there has never been a pipeline like this, and certainly not one this size or at this scale. Do we really want our community to be part of this 'pilot' project?
- 6) This company seeks to make millions for the next two-plus decades off the backs of rural communities like ours – think of the legacy you are leaving for the next generation to deal with.
- 7) There is NO hurry to sign easement or permits of any kind – please do not rush to the door because Summit is trying to entice you with financial incentives.

Please educate yourselves with more information – there are a couple websites with webinars about these projects and information about considerations around human health, impacts on the land and water, risks and safety concerns etc.

[www.carbonpipelinesmn.org](http://www.carbonpipelinesmn.org) and [www.carboncapturefacts.org](http://www.carboncapturefacts.org)

**Sincerely the undersigned below**



11 October 2022

Lamberton City Council Meeting Presentation by Barb Wille

This isn't simply a farmer/landowner issue. Just like Summit's request for an easement through Kuhar Park isn't simply a City of Lamberton issue. This is a large-scale, long-term project that will impact not just everyone in this room, but everyone in the city limits, everyone in the rural areas surrounding the city, and our kids, our grandkids, and generations beyond that.

The 94 individuals who've signed this petition are people who live in Lamberton, those who live in the rural area surrounding the city, as well as landowners who live in other parts of the state and country. Whether we live in the city limits or not, nearly every one of us here tonight would be in close proximity to the highly pressurized, hazardous materials running through this pipeline throughout our daily lives. We'd be living, sleeping, working, shopping, and recreating near it. Sending our children to school and daycare near it. And visiting our aging and elderly in their homes and in Valley View Manor near it.

CO2 gas is odorless and colorless. It isn't combustible, but it is an asphyxiant and intoxicant. It's heavier than air, so it settles along the ground and displaces oxygen. It can asphyxiate people caught in a vapor plume. It even causes car engines to stall, meaning not only are city residents stuck in place in the event of a rupture near Lamberton, but emergency vehicles can't even enter the CO2 plume to evacuate people.

This is exactly what happened in the small town of Satartia, Mississippi two years ago. And do you know how close that ruptured pipeline was to the town, approximately one mile, nearly the exact same distance as Kuhar Park. There is simply no way we could evacuate the town and surrounding area - not only all of the citizens, but an entire K-12 student body and staff, a nursing home, and our elderly and disabled - quickly and safely enough in the event of a nearby rupture.

Just like in Satartia, Lamberton and other area First Responder teams are volunteer-based and already limited in staff, equipment, and money. They lack the proper training, equipment (like breathing apparatus to enter a CO2 vapor cloud), and the extra funds to initially prepare and stay prepared to respond to a CO2 emergency of this nature. In fact, volunteer fire departments in other small Midwest towns have already confirmed they are classified as low level and cannot assist in ruptures. Help would have to come from farther away. Would that be the case for Lamberton, too?

CO2 pipeline ruptures aren't just unlikely hypotheticals; they've already happened. And given the highly pressurized, corrosive nature of CO2 in this critical state when transported, it's reasonable to surmise future ruptures will occur as well. Are we willing to let Lamberton be a part of this experiment? For hundreds of people to be in harm's way were the pipeline to rupture near us?

You can see there are a host of safety-related factors to consider not only for those of us who live here today, but for future generations who will call the Lamberton area home. While collecting signatures in support of this petition - from both people in the city limits and the surrounding landowners and area residents - it became apparent that very few people are aware of just exactly what this proposed pipeline would entail and the safety hazards it inherently places on hundreds of people in its vicinity. All without the majority of us even realizing it. This is alarming.

So in addition to presenting this petition to you tonight, we ask that the city's leadership make a concerted effort to raise awareness and encourage open communication about this proposed project among Lambertton residents; ask your constituents what they know about the pipeline and how they feel about it when you see them around town. Encourage feedback from local business owners, our First Responders, and our school administration. Promote opportunities and resources that help people educate themselves about the potential risks and benefits of this project. The community deserves a chance to hear about this project from other organizations outside of the Summit Carbon and Highwater Ethanol-hosted meeting on September 21, 2022. We also ask that you take into special consideration the history and origin of Kuhar Park. The Kuhar Park page on the City's website explicitly reminds us of just how special a place Kuhar Park is, and the perpetual commitment the City made to Martin Kuhar when he entrusted the land to it. A portion of it reads:

*In 1929 local businessman Martin Kuhar deeded an area of land along the Cottonwood River to the City of Lambertton. Mr. Kuhar meant for this park to be a place for gathering, fun and relaxation. He did not want this donated land to be used for any commercial purposes. Even though the park area is located outside the city limits the city agreed to accept the land and maintain the park in perpetuity.*

If or when the time comes to decide if the easement for a pipeline through Kuhar Park should be granted, and if the Council feels that easement should be granted, we respectfully ask that you invite Lambertton residents to inform and guide your final decision by voting on it.

We thank you for your time, for your leadership, and for your commitment to the health and vitality of this town we all love and call home.



**DRAFT Environmental Impact Statement:  
Otter Tail to Wilkin Carbon Dioxide Pipeline Project**

The human and environmental impacts of constructing and operating this pipeline and associated facilities.

*January 2024*

*PUC Docket No. IP-7093/PPL-22-422*

*OAH Docket No. 22-2500-38948*



## Project Contacts

### Responsible Government Unit

Public Utilities Commission  
121 Seventh Place East, Suite 350  
Saint Paul, MN 55101

### Preparer

Department of Commerce  
85 Seventh Place East, Suite 280  
Saint Paul, MN 55101

### Applicant

Summit Carbon Solutions, LLC  
2321 N Loop Drive, Suite 221  
Ames, IA 50010

### Commission Representative

Craig Janezich  
(651) 201-2203  
craig.janezich@state.mn.us

### Commerce Representative

Andrew Levi  
(651) 539-1840  
andrew.levi@state.mn.us

### Project Representative

Scott O’Konek  
(515) 384-0964  
sokonek@summitcarbon.com

## Sources

Much of the information used to prepare this draft environmental impact statement comes from the routing permit application and the scoping environmental assessment worksheet. Additional sources include new information provided by the applicant, field visits, geospatial analysis, and the work of consultants. Unless otherwise noted, URL addresses were current as of January 12, 2024.

## Project Mailing List

To place your name on the project mailing list contact [eservice.admin@state.mn.us](mailto:eservice.admin@state.mn.us) or (651) 296-0406 and provide the docket number (22-422), your name, email address, and mailing address. Please indicate how you would like to receive notices: by email or U.S. mail. Placing your name on the project mailing list ensures you receive the most up-to-date information about the project.

## Alternative Formats

This document can be made available in alternative formats, that is, large print or audio, by calling (651) 539-1530 (voice).

## Additional Information



Scan QR code with your smart phone to view project webpage.

Scan QR code with your smart phone to view project map.



## Executive Summary

Summit Carbon Solutions, LLC (applicant) must obtain a pipeline routing permit from the Minnesota Public Utilities Commission (Commission) before it can construct the Otter Tail to Wilkin Carbon Dioxide (CO<sub>2</sub>) Pipeline Project (project).

### What is this document?

This document is an environmental impact statement. The Commission will use the information in this document to inform its decision about issuing a permit for the project. Your comments on this document can help the Commission make its decision.

This environmental impact statement (EIS) contains an overview of the resources affected by the project. It also discusses potential human and environmental impacts and mitigation measures. Energy Environmental Review and Analysis (EERA) staff within the Department of Commerce (Commerce) prepared this document as part of the environmental review process.

### Where do I get more information?

For additional information don't hesitate to contact Commerce or Commission staff.

If you would like more information or if you have questions, please contact Commerce staff, Andrew Levi at [andrew.levi@state.mn.us](mailto:andrew.levi@state.mn.us) or (651) 539-1840, or the Commission public advisor, Sam Lobby at [publicadvisor.puc@state.mn.us](mailto:publicadvisor.puc@state.mn.us) or (651) 201-2251.

Additional documents and information, including the routing permit application, can be found on the State of Minnesota eDockets system at <https://www.edockets.state.mn.us/EFiling/search.isp> by searching "22" for year and "422" for number.

Information is also available on the Commerce webpage:  
<https://eera.web.commerce.state.mn.us/web/project/14959>.

### What does the applicant propose to construct and why?

The project consists of a carbon dioxide (CO<sub>2</sub>) capture facility and 28.1 miles of pipeline that would transport captured CO<sub>2</sub>.

The applicant proposes to construct and operate approximately 28.1 miles of 4-inch-diameter, carbon steel pipeline and associated facilities for the transport of CO<sub>2</sub> from the Green Plains Ethanol Plant (ethanol plant). The project would extend from the ethanol plant near Fergus Falls in Otter Tail County, Minnesota, west to the Minnesota-North Dakota border near Breckenridge in Wilkin County, Minnesota. In addition to the pipeline facilities, the project would include a CO<sub>2</sub> capture facility at the ethanol plant and access roads.

The project is designed to capture approximately 0.19 million metric tons per annum (MMTPA) of CO<sub>2</sub> generated by the ethanol plant and transport it by pipeline to the North Dakota border. The CO<sub>2</sub> would ultimately be injected into permanent underground sequestration facilities in North Dakota. The project would reduce the carbon intensity of the ethanol produced and thereby improve the ethanol plant's ability to compete in low carbon fuel standard (LCFS) markets.

## What permits are needed?

The project requires a routing permit from the Commission.

Before constructing the project, the applicant needs a pipeline routing permit from the Commission. A routing permit determines where the project would be located and how impacts must be mitigated. If the Commission grants a routing permit, various other federal, state, and local permits and approvals might be required for activities related to construction and operation of the project. The applicant must obtain these other permits before construction begins.

## What alternatives does this EIS study?

In its final scoping decision, the Commission identified the following alternatives to be addressed in the EIS: no action, alternative routes, alternative technologies, modified designs or layouts (pipe diameter), modified scale or magnitude (reduced throughput), and alternatives incorporating reasonable mitigation measures.

### *No Action*

Under the no action alternative, the Commission would not issue a pipeline routing permit and the project would not be constructed. Impacts, both adverse and beneficial, associated with construction and operation of the project would not occur. Ethanol production might increase, decrease, or remain the same without the project.

### *Alternative Routes*

This EIS studies and compares three alternative pipeline routes, one of which is the applicant's proposed pipeline route. An alternative route represents an alternative path for the pipeline between the ethanol plant and the Minnesota-North Dakota border near Breckenridge.

Route Alternative – North (RA-North) is 23.0 miles long. It parallels roadways from the ethanol plant straight west to the North Dakota border just north of Breckenridge. This route would not connect with the proposed MCE Project pipeline system in North Dakota. However, the connection point remains undefined because the applicant has not obtained a permit for the pipeline in North Dakota.

Route Alternative – Hybrid (RA-Hybrid) is 29.1 miles long. This route is the same as RA-North between the ethanol plant and 100th Street where it turns south to connect with Route Alternative – South (RA-South) before continuing west along the same path as RA-South.

Route Alternative – South (RA-South) is 28.1 miles long and is the applicant's proposed route. This route parallels roadways in a general southwest direction until it meets County Road 58, which it parallels west to the North Dakota border south of Breckenridge.

### *Alternative Technologies*

The EIS analyzes two alternative technologies that could reduce the carbon intensity of the ethanol produced at the ethanol plant: (1) a suite of agricultural practices to be implemented by farmer producers, and (2) a suite of energy use and efficiency changes to be implemented by the ethanol plant. These alternative technologies could reduce the carbon intensity of the ethanol produced through lowered greenhouse gas (GHG) emissions and increased sequestration of CO<sub>2</sub> in soil.

### *Modified Designs or Layouts and Modified Scale or Magnitude*

The EIS analyzes whether a modified design or layout (alternative pipeline diameter of 3 inches or 6 inches) or modified scale or magnitude (reduced throughput) would result in a significant environmental benefit over the project. The EIS finds that neither alternative provides significant environmental benefits relative to the project. Therefore, these alternatives were not studied in detail in this EIS.

### *Alternatives Incorporating Reasonable Mitigation Measures*

The EIS incorporates into its analysis reasonable mitigation measures identified through agency, Tribal, and public comments received during scoping. Suggested mitigation measures are addressed under the relevant resource sections.

## What potential impacts were identified?

**The project would impact human and environmental resources.**

A potential impact is the anticipated change to an existing condition caused either directly or indirectly by the construction and operation of a proposed project. Potential impacts can be adverse or beneficial, and short- or long-term. Impacts vary in duration and size, by resource, and across locations. Potential impacts can be mitigated by avoiding, minimizing, or correcting the effect.

### *Human Settlement*

#### **Aesthetics**

Aesthetic impacts are subjective. Thus, potential impacts are unique to the individual and can vary widely. Potential impacts along each alternative route are expected to be minimal to moderate during construction. RA-North would have several more residents with at least a partial view of the construction workspace compared to RA-Hybrid. RA-South would have several fewer residents with at least a partial view of the construction workspace compared to RA-Hybrid. The pipeline would be underground and not visible during project operation. Mainline valves (MLVs) would create long-term aesthetic impacts within a small viewshed. The capture facility would be located at the ethanol plant and its impact would be incremental to the viewshed. Aesthetic impacts from project operation would be negligible to minimal, with no noticeable difference among the route alternatives.

#### **Cultural Resources**

Cultural resources contribute to the principles that form the foundation for community unity. These principles can pull from heritage, local resources, and common experiences/events and can include work and leisure pursuits, land use, Tribal-identified cultural resources, and native Minnesota plants and wildlife of Tribal significance. Cultural resources impacts are subjective. Thus, potential impacts are unique to the individual or community and can vary widely. Agricultural operations, which can have contemporary cultural value, would be impacted temporarily along each of the routes, but the project would not remove cultivated land from production. The project could temporarily impact hunting activities and the habitats of plants and wildlife of Tribal cultural interest during construction and until restoration of disturbed areas is complete. Overall, potential impacts on cultural resources during construction and operation of the project are anticipated to be minimal and would be similar for all route alternatives.

### **Environmental Justice**

An environmental justice (EJ) assessment identifies disadvantaged communities that have been historically marginalized and overburdened by pollution and evaluates if a project would disproportionately affect these communities. Census Tract 9609, which is crossed by all three route alternatives, was identified by the MPCA screening tool as an EJ area of concern. Potential impacts along each of the route alternatives are expected to be minimal for EJ communities during construction. Local roadways would experience a short-term minimal increase in traffic during construction activities. Construction would use horizontal direction drill (HDD) and boring techniques at road crossings to limit impacts on local traffic. Residents within Census Tract 9609 and the other census tracts crossed by the project might experience intermittent, short-term noise from construction equipment for up to 30 days. Operation of the capture facility and pipeline facilities would not generate noticeable noise. The project would not result in significant impacts on air quality during construction or operation. Overall, EJ impacts from construction and operation of the project would not result in disproportionate adverse impacts for EJ areas of concern.

### **Land Use and Zoning**

Land use in the route width for each alternative, and in the area of the project generally, is predominantly agriculture. Land use impacts would be the same across the three route alternatives. Project construction would have a short-term, minimal to moderate impact on land use within the construction workspace. Pipeline operation would have a long-term, minimal impact on land use. An operational right-of-way (ROW) would be created, but agriculture (the most prevalent land use) could continue. Landowners could not plant trees or build structures within the operational pipeline ROW. The project would be compatible with local and regional land use plans. Overall, impacts on land use and zoning are anticipated to be minimal.

### **Noise**

Heavy equipment needed to construct the pipeline would have an intermittent and short-term impact on noise levels in the vicinity of the project. Except for HDDs and some hydrostatic testing activities, construction would be limited to daytime hours. Construction equipment noise would be expected to decrease to levels below state daytime standards within 500 to 1,600 feet. The project is expected to conform to state noise standards. Compared to the other route alternatives, RA-South would have fewer noise sensitive receptors (NSRs) close to the construction workspace but more NSRs within 0.5 mile of an HDD entry. Noise from the operation of the capture facility is not expected to result in a perceptible increase in the sound levels experienced at NSRs near the capture facility and would not be distinguishable from the noise already produced at the ethanol plant. Operation of the pipeline facilities would not have a noticeable impact on ambient sound levels. Because the project is expected to conform to state noise standards and the applicant would use barrier walls as needed for mitigating noise from HDDs, potential impacts would be minimal for all route alternatives.

### **Populated Areas**

Populated areas are defined for this analysis as incorporated areas or legal entities, and census-designated places, which are statistical entities and the equivalent of incorporated places. There would be no impacts on populated areas because no populated areas are within 1,600 feet of the route width for any of the three route alternatives.

### **Property Values**

A property's value is influenced by a complex interaction of characteristics such as size, location, and improvements. The value of a tract of land is related to many tract-specific variables, including the

utilities and services available or accessible, the current land use, and the values of adjacent properties. Construction-specific impacts on property values would be temporary (less than 6 months), and the applicant would be responsible for any construction-related damages. Potential impacts on property values would be similar for all three route alternatives. The presence of the pipeline would not be expected to affect the value of residential properties during project operation. Overall, impacts on property values are anticipated to be minimal and dissipate quickly with distance from the pipeline. However, impacts on specific properties could vary widely.

#### **Public Health and Safety**

Construction of the project would have negligible impacts on public health and safety. The presence of construction personnel and equipment could temporarily increase demand for local public services. As with any major construction project, worker health and safety concerns exist. Normal operation of the project would not impact public health and safety. Operational impacts to health and safety would be a concern primarily in the event of an accidental release of CO<sub>2</sub>, when public health and safety impacts are expected to be minimal to significant (depending on the extent and where a release occurs). Aerial dispersion modeling and computational fluid dynamics modeling were conducted to estimate the extent of a CO<sub>2</sub> plume in the event of a rupture. Potential impacts on public health and safety are expected to be similar for all three route alternatives.

#### **Public Services and Infrastructure**

Public services and infrastructure include emergency services, hospitals, school districts, and public utilities that serve residents and business. Public services and infrastructure impacts are anticipated to be short-term, negligible to minimal, and similar across the three route alternatives. The presence of additional construction personnel could affect law enforcement agencies, fire protection services, and health care facilities in the communities adjacent to the project for all route alternatives. Local emergency services would be able to manage these minor increases during the 6 months of construction. There are no anticipated impacts on schools, public transit, or railroads. Impacts on roads would be minimal and primarily from increased construction traffic. A temporary increase of water use, sewage, and solid waste is anticipated due to the influx of construction workers and materials. The existing utilities would be sufficient to handle the temporary increase. During operation, electrical service would be supplied to the capture facility through existing service lines, and the project is not anticipated to require additional power generation capacity.

#### **Recreation**

Recreational facilities could be affected by construction-related impacts on aesthetics, noise, and air quality. Recreation impacts are anticipated to be short-term and minimal to moderate. All three route alternatives would cross the King of Trails Scenic Byway (US Highway 75). RA-Hybrid and RA-South would cross the Otter Tail River, a state-designated water trail. The project could temporarily impact these recreational resources during construction due to the presence of equipment in the viewshed, generation of dust, removal of vegetation in the viewshed, and increased noise. RA-South would pass through the Fergus Falls Fish & Game Club's Orwell property. The applicant would continue to communicate with the club to minimize visual and noise impacts during construction. RA-North would not cross the Otter Tail River or the Orwell property and would be anticipated to have fewer impacts on recreation than the other two route alternatives. Operation of the project would not cause visual or noise impacts on recreational resources.

### **Socioeconomics**

Socioeconomics assesses overall social and economic character of an area and the project's effects on the well-being of current and future residents of the affected community. Socioeconomic impacts are anticipated to be minimal, short-term to long-term, and similar across the three route alternatives. Most impacts would be beneficial. Construction would result in a temporary increase in local population associated with the workers and associated spending from lodging, transportation, and food. The nearby cities have adequate housing and infrastructure to support the additional workers for all three route alternatives. Local labor would also be used, increasing employment in the surrounding area. The applicant estimates the total cost for the project to be \$69.75 million for RA-North, \$70.12 million for RA-Hybrid, and \$66.75 million for RA-South, with a construction payroll of \$30,910,000. The project would increase tax revenues, benefiting the counties and state. The applicant estimates that the project would generate property tax revenues of \$894,000 in Otter Tail County and \$972,000 in Wilkin County during the first year of operations.

### **Tribal Treaty Rights**

Lands in the local vicinity of the project were ceded to the United States government in two 1851 treaties, and neither treaty that ceded lands within the project area established government-recognized usufructuary hunting or gathering rights within the ceded lands. Therefore, potential impacts on Tribal treaty rights along each of the route alternatives during construction and operation of the project are expected to be negligible.

### *Economies*

#### **Agriculture**

Short-term agricultural impacts would be minimal across the three route alternatives. Long-term agricultural impacts would also be minimal. During construction, lands would not be available for agricultural production. Easement agreements can compensate landowners for lost crops due to construction. Following construction of the pipeline, agricultural land would be restored, and agricultural activities could resume. Crop production could be reduced in areas that were disturbed by construction, typically for 2 to 3 years and potentially up to 5 years, depending on impacts on soils from the construction disturbance.

#### **Industrial**

Industrial economies encompass industrial property and businesses. An ethanol plant is located at the east end of the three route alternatives. No other industrial facilities exist within the route width of the three alternatives. Impacts would be short-term and negligible across the three route alternatives. Construction of the pipeline and capture facility might result in temporary localized traffic delays for workers and delivery of raw materials and products to and from the ethanol plant. Impacts during operation of the pipeline and capture facility are not anticipated.

#### **Tourism**

Tourism includes traveling to a destination for recreation or relaxation related activities. Otter Tail and Wilkin Counties offer a variety of recreational opportunities as their primary tourist attraction, such as nature preserves, hiking trails, biking trails, fishing, hunting, snowmobiling, boating, canoeing, kayaking, and swimming. Tourism opportunities are similar for the three route alternatives. Construction would result in temporary and minimal noise, dust, and visual impacts within the local vicinity that could be experienced by tourists in the area. The pipeline facilities would be almost entirely underground during operation and create minimal visual impacts on surrounding areas. The carbon capture facility would be



adjacent to the ethanol plant and compatible with its surrounding viewshed. Once construction is finished and the project is in operation, it is not expected to cause any noise or dust impacts on adjacent tourism areas. The project's impacts on tourism economies would be negligible during operation.

### *Archaeological and Historic Resources*

#### **Archaeological Resources**

Archaeological resources or unrecorded historic cemeteries identified within the project area, but outside the route width, are not expected to be impacted by the project. Known archaeological resources were identified within the route widths for all route alternatives — none have been determined to be Eligible for or Listed in the National Register of Historic Places (NRHP).

Archaeological potential is based on proximity to waterbodies and the number of previously identified archaeological resources in the project area (area within 1 mile of the route width). While RA-North has not been extensively surveyed for archaeological resources, its lack of archaeological potential compared to RA-Hybrid and RA-South indicates it would likely have the least impact on archaeological resources of the three route alternatives. RA-Hybrid has more potential for unknown archaeological resources to exist than RA-North, but less than RA-South. Of the three route alternatives, RA-South crosses or is near the most waterbodies, increasing its overall archaeological potential, which is evidenced by the number of sites identified by the applicant's survey. If the previously identified archaeological sites within the route widths that have not been evaluated for the NRHP are determined to be Eligible for listing in the NRHP, construction of the project could result in moderate, permanent adverse impacts from direct construction activities. If previously identified archaeological resources are determined Not Eligible for listing in the NRHP, construction of the project could result in negligible impacts from direct construction activities.

#### **Historic Architectural Resources**

Historic architectural resources identified within the project area of the route alternatives, but outside the route width, are not expected to be impacted by the project. Historic architectural resources were identified within the route widths for all alternatives — none have been determined to be Eligible for or Listed in the NRHP. Construction of the project would result in negligible impacts on the previously identified Not Eligible historic architectural resources in the project area.

### *Natural Environment*

#### **Air Quality and Greenhouse Gas Emissions**

Air quality and GHG emission impacts from the project could contribute to increased levels of air pollution in Minnesota. However, by capturing and sequestering CO<sub>2</sub> underground, the project would provide a net benefit to GHG emissions because the CO<sub>2</sub> sequestered from ongoing annual operations would outweigh construction and operation emissions. Construction impacts would include emissions from construction equipment and vehicles as well as temporary changes in land use along the pipeline ROW. Operational impacts would include emissions from operation of the pipeline and the CO<sub>2</sub> capture facility, including equipment leaks. Construction emissions for the route alternatives would be directly proportional to their lengths. In other words, RA-North would have somewhat lower construction emissions and RA-Hybrid would have somewhat higher emissions compared to RA-South. Emissions from project operation would be the same regardless of the pipeline route. Operational impacts on air quality would be minimal and would not differ depending on the route alternative.

### Climate Change

Climate change is expected to result in increasing temperatures and a greater frequency and intensity of extreme weather events. In Minnesota, climate models have identified the potential for increased rainfall, heat, localized flooding, and persisting drought conditions. The project would have a net beneficial effect on climate change as it would capture and store CO<sub>2</sub> emissions from the ethanol plant. Because the pipeline would be underground, flooding would not impact operation of the project. Any MLVs located in floodplains would be constructed in accordance with floodplain permitting requirements. Drought conditions might require contingency water sources. All route alternatives would face similar impacts regarding climate change.

### Geology and Topography

The surficial geology in the area of the project is unconsolidated deposits consisting of till and sandy/silty glacial lake sediment from Pleistocene continental glaciation. Bedrock is generally deeper than 50 feet. The topography in the project area is relatively flat with localized areas of steeper slopes occurring adjacent to waterbodies. No mineral resources are within the construction workspaces for any of the three route alternatives. The risk to the project facilities from geologic hazards such as earthquakes and landslides is low. Surface contours would be restored after construction; however, differential settling could occur, causing crowning or subsidence (low areas). The applicant would monitor for and rectify areas of crowning or subsidence caused by settling. With these measures, impacts on geology and topography would be short-term and minimal. Impacts would not vary among the route alternatives.

### Public and Designated Lands

The only direct impact on public and designated lands would be at one Waterfowl Production Area (WPA), which would be crossed by all three route alternatives. Impacts to the wetland associated with this WPA are not expected. The route width of RA-South would partially overlap with two other WPAs; however, the WPAs would be outside of the construction workspace. Potential project impacts on public and designated lands for all three route alternatives would be short-term and negligible.

### Rare and Unique Resources

Most vegetation cover occurring along all route alternatives does not provide suitable habitat for rare and unique species. Potential impacts for all three route alternatives would be unique to individual listed species, could vary widely, and would be highly localized and limited to specific habitats. No federally listed species are expected to be directly taken. Indirect impacts on federally listed species would be negligible and could be avoided by following USFWS guidance. No bald or golden eagle nests would be removed or disturbed. There would be no direct take of adult state-listed birds. There is a possibility of take of eggs or young state-listed birds through inadvertent destruction of ground nests during construction. Overall, for each of the three route alternatives, impacts on rare and unique species would be localized, negligible to minimal, and short-term.

### Soils

Soils in the project area consist mainly of well to poorly drained loams and clays. The route alternatives generally share similar soil characteristics. During construction, vegetation clearing, topsoil removal, and trenching would expose soils and increase the potential for erosion, compaction, and mixing of topsoil with subsoil. The applicant would minimize these impacts by complying with required permits and implementing the applicant's Minnesota Environmental Construction Plan and Minnesota Agricultural Protection Plan. With these measures, impacts on soils during construction would be minimal and temporary. Impacts on soils during operation would be negligible.

## Vegetation

Vegetation in the construction workspace for the three route alternatives is dominated by cultivated crops. Vegetation associated with developed areas is also prevalent along all three route alternatives. Impacts on agricultural vegetation during construction and operation are lowest for RA-North, due to its shorter length. Agricultural impacts along RA-South and RA-Hybrid are about equal. Otherwise, the relative percent of cover and distribution of non-agricultural vegetation types is similar among all three route alternatives. Impacts on vegetation would result almost entirely from removal and crushing during construction. Indirect impacts include possible introduction of invasive species. Overall, construction impacts on vegetation are expected to be short-term and minimal for all route alternatives.

Removal of woody vegetation in forested areas would be long term due to longer regeneration time for woody cover. Forested areas comprise less than 1 acre total for each of the route alternatives. Operational impacts on vegetation would be long-term and minimal. Routine maintenance during operation of the pipeline would result in long-term, localized, minimal impacts on vegetation in the operational ROW.

## Water Resources

None of the three route alternatives would cross lakes, or waters with federal or state designations related to high resource value. The route alternatives would cross a similar number of drainage ditches. RA-North would cross fewer rivers and streams than RA-Hybrid and RA-South. While there are wells within 1 mile of the route width for all three route alternatives, the majority are outside of the construction workspaces of RA-North and RA-South, and no wells are within the construction workspace of RA-Hybrid. Potential impacts on surface waters would occur during construction and would be short-term and minimal for all route alternatives. Construction activities would have temporary, minimal, and localized impacts on groundwater. Floodplain impacts would be short-term and negligible during construction for all three route alternatives. Water supply appropriations would be regulated by DNR-issued permits that would have conditions to minimize impacts on groundwater resources. DNR would review permit applications and would not issue a permit if the amount of water to be withdrawn would adversely affect the aquifer or other users. Therefore, no long-term impacts on water resources are expected during project operation.

## Wetlands

Wetlands listed in the National Wetlands Inventory were compared for the three route alternatives. Primarily emergent wetlands were identified, with lesser amounts of forested and riverine wetlands. Direct wetland impacts would occur during pipeline construction. Wetland impacts are comparable among the three route alternatives. Impacts on forested wetlands would be slightly higher for RA-Hybrid relative to RA-North and RA-South. Wetland impacts would be minimal and short-term in emergent wetlands, and minimal to moderate and longer-term in forested wetlands. Indirect impacts on wetlands would be comparable among all three route alternatives and would be negligible to minimal and long-term during operation of the project. Wetland impacts would be minimized through implementation of standard best management practices and conditions required under the state and federal permits for work in wetlands.

## Wildlife and their Habitats

For all three route alternatives, the majority of wildlife species present are common generalist species well-adapted to disturbed habitats and human activities. Wildlife species range from larger mammals to smaller reptiles, amphibians, and invertebrates. Fish, aquatic amphibians, and aquatic invertebrates could be present in intermittent and perennial streams crossed by the route alternatives. Larger, more

mobile wildlife species would likely avoid portions of the route width during construction. Smaller, less mobile wildlife species and/or species in burrows could be inadvertently injured or killed by construction equipment. Habitat loss or degradation would be minimal, as most of the route width for all three route alternatives is agricultural land. Potential impacts on wildlife would be comparable across all three route alternatives. Most impacts on wildlife would be highly localized, short-term, and negligible. Operation of the project would have minimal impact on wildlife and their habitats.

### What are the risks and potential impacts of a CO<sub>2</sub> release?

The piping and aboveground facilities associated with the project must be designed, constructed, operated, and maintained in accordance with the Pipeline and Hazardous Materials Safety Administration (PHMSA) Minimum Federal Safety Standards. Pipeline design, installation, and operation would incorporate measures to minimize the risks of an accidental release.

There are two types of accidental releases discussed in this EIS: leaks and ruptures. Leaks can occur from a small opening, crack, or hole in a pipeline. A rupture occurs when the pipeline breaks open or bursts. Based on PHMSA's data for accidental pipeline releases, rupture is the least common form of CO<sub>2</sub> pipeline accident.

Pipeline leaks create a significantly lower hazard than pipeline ruptures. Leaks can be detected during routine pipeline inspections, and are not necessarily hazardous, depending on their location and size. In the vicinity of a leak, liquid CO<sub>2</sub> will escape and immediately vaporize and expand. Leaks would have negligible to minimal impacts, depending on the resource.

The initial release associated with a rupture of a CO<sub>2</sub> pipeline transporting pressurized liquid can be explosive in the immediate area. Like a leak, in the vicinity of a rupture, liquid CO<sub>2</sub> will escape and immediately vaporize and expand. Because CO<sub>2</sub> is denser than air, a plume can settle into lower-lying areas, displacing oxygen. The CO<sub>2</sub> plume can flow for a distance from the pipeline. This distance is impacted by a variety of factors, including wind speed, temperature, and pressure.

An accidental release of CO<sub>2</sub> from a rupture could expose humans and terrestrial and aquatic animals to dangerous levels of CO<sub>2</sub> resulting in asphyxiation (unconsciousness or death) from CO<sub>2</sub> gas, blast injury, or exposure to very cold solid CO<sub>2</sub>. Vegetation in contact with a CO<sub>2</sub> plume would likely be frozen. Impacts to vegetation might be short-term (row crops) or long-term (trees). A pipeline rupture could damage previously unidentified buried archaeological and cultural resources. A large release of CO<sub>2</sub> into a stream or wetland could temporarily acidify water or soil in the immediate vicinity. If a rupture occurs, impacts to resources would be minimal to significant, depending on the extent and location.

Dispersion modeling was conducted to determine the extent and duration of a release of CO<sub>2</sub> during a potential pipeline rupture. Using conservative assumptions, the maximum distance at which CO<sub>2</sub> concentrations from a pipeline rupture could reach levels immediately dangerous to life and health was calculated to be 617 feet. The distance at which CO<sub>2</sub> concentrations could reach the maximum time-weighted average concentration to which a person could be exposed over a 15-minute period without injury was calculated to be 701 feet. The toxic impact distance at which CO<sub>2</sub> concentrations could reach levels that could cause mild respiratory stimulation of some people was calculated to be 910 feet. The applicant is required to develop a plan that follows federal guidelines to respond to any emergency on the pipeline, including an accidental release of CO<sub>2</sub>. What's next?

**Public meetings will be held in the project area and virtually. You can provide comments on this draft EIS either at a meeting or as part of the associated public comment period. Your input on the draft EIS will be incorporated into a final EIS.**

Now that the draft EIS is complete and has been made available, a public comment period is now open. Public meetings will be held in the project area in February 2024, to allow for public comment on the draft EIS. Prior to these public meetings, a notice will be issued indicating the place and time of each meeting. EERA staff will respond to substantive comments received and incorporate your input on the draft EIS into the final EIS. A comment period concerning the adequacy of the final EIS will then occur.

Following publication of the final EIS, public hearings will be held with an associated public comment period. An administrative law judge will consolidate public comments, prepare a report, and make recommendations for the Commission to consider. The Commission will then review the record and decide whether to grant a pipeline routing permit. The Commission is expected to make this decision in summer 2024.

15 September 2022

Lydell Sik, Mayor  
Dave Irlbeck, Council Member  
Julie Senst, Council Member  
Darrell Knutson, Council Member  
Tyler Beermann, Council Member

City Council of Lamberton  
112 Second Ave West  
Lamberton, MN 56152

Dear Mayor and Council Members,

**We the undersigned want to express our immediate concerns regarding the city of Lamberton's announcement that they are considering an easement for Summit Carbon Solutions in our community.**

Summit Carbon Solutions is an out of state company that is proposing to build a hazardous liquid, high pressure carbon dioxide pipeline through our community.

**We ask you to take pause and note that this is a highly contested five state interstate pipeline proposal.**

- 1) There is a moratorium from the state on local governments on permitting this project.
- 2) The state has not approved the project or the route.
- 3) At the very least, because of the hazard and safety risks this pipeline poses – wait to make any decisions until a comprehensive environmental review has been completed.
- 4) Piping CO2 through a pipeline must be done at very high pressures – 2-3x higher than a natural gas pipeline. At these pressures, a CO2 pipeline rupture can lead to a rapid, uncontrolled release of CO2 into the surrounding area, posing a serious risk to any people, animals, or vegetation in the area.
- 5) This company has never built a pipeline before and there has never been a pipeline like this, and certainly not one this size or at this scale. Do we really want our community to be part of this 'pilot' project?
- 6) This company seeks to make millions for the next two-plus decades off the backs of rural communities like ours – think of the legacy you are leaving for the next generation to deal with.
- 7) There is NO hurry to sign easement or permits of any kind – please do not rush to the door because Summit is trying to entice you with financial incentives.

Please educate yourselves with more information – there are a couple websites with webinars about these projects and information about considerations around human health, impacts on the land and water, risks and safety concerns etc.

[www.carbonpipelinesmn.org](http://www.carbonpipelinesmn.org) and [www.carboncapturefacts.org](http://www.carboncapturefacts.org)

**Sincerely the undersigned below**



11 October 2022

Lamberton City Council Meeting Presentation by Barb Wille

This isn't simply a farmer/landowner issue. Just like Summit's request for an easement through Kuhar Park isn't simply a City of Lamberton issue. This is a large-scale, long-term project that will impact not just everyone in this room, but everyone in the city limits, everyone in the rural areas surrounding the city, and our kids, our grandkids, and generations beyond that.

The 94 individuals who've signed this petition are people who live in Lamberton, those who live in the rural area surrounding the city, as well as landowners who live in other parts of the state and country. Whether we live in the city limits or not, nearly every one of us here tonight would be in close proximity to the highly pressurized, hazardous materials running through this pipeline throughout our daily lives. We'd be living, sleeping, working, shopping, and recreating near it. Sending our children to school and daycare near it. And visiting our aging and elderly in their homes and in Valley View Manor near it.

CO2 gas is odorless and colorless. It isn't combustible, but it is an asphyxiant and intoxicant. It's heavier than air, so it settles along the ground and displaces oxygen. It can asphyxiate people caught in a vapor plume. It even causes car engines to stall, meaning not only are city residents stuck in place in the event of a rupture near Lamberton, but emergency vehicles can't even enter the CO2 plume to evacuate people.

This is exactly what happened in the small town of Satartia, Mississippi two years ago. And do you know how close that ruptured pipeline was to the town, approximately one mile, nearly the exact same distance as Kuhar Park. There is simply no way we could evacuate the town and surrounding area - not only all of the citizens, but an entire K-12 student body and staff, a nursing home, and our elderly and disabled - quickly and safely enough in the event of a nearby rupture.

Just like in Satartia, Lamberton and other area First Responder teams are volunteer-based and already limited in staff, equipment, and money. They lack the proper training, equipment (like breathing apparatus to enter a CO2 vapor cloud), and the extra funds to initially prepare and stay prepared to respond to a CO2 emergency of this nature. In fact, volunteer fire departments in other small Midwest towns have already confirmed they are classified as low level and cannot assist in ruptures. Help would have to come from farther away. Would that be the case for Lamberton, too?

CO2 pipeline ruptures aren't just unlikely hypotheticals; they've already happened. And given the highly pressurized, corrosive nature of CO2 in this critical state when transported, it's reasonable to surmise future ruptures will occur as well. Are we willing to let Lamberton be a part of this experiment? For hundreds of people to be in harm's way were the pipeline to rupture near us?

You can see there are a host of safety-related factors to consider not only for those of us who live here today, but for future generations who will call the Lamberton area home. While collecting signatures in support of this petition - from both people in the city limits and the surrounding landowners and area residents - it became apparent that very few people are aware of just exactly what this proposed pipeline would entail and the safety hazards it inherently places on hundreds of people in its vicinity. All without the majority of us even realizing it. This is alarming.



So in addition to presenting this petition to you tonight, we ask that the city's leadership make a concerted effort to raise awareness and encourage open communication about this proposed project among Lambertton residents; ask your constituents what they know about the pipeline and how they feel about it when you see them around town. Encourage feedback from local business owners, our First Responders, and our school administration. Promote opportunities and resources that help people educate themselves about the potential risks and benefits of this project. The community deserves a chance to hear about this project from other organizations outside of the Summit Carbon and Highwater Ethanol-hosted meeting on September 21, 2022. We also ask that you take into special consideration the history and origin of Kuhar Park. The Kuhar Park page on the City's website explicitly reminds us of just how special a place Kuhar Park is, and the perpetual commitment the City made to Martin Kuhar when he entrusted the land to it. A portion of it reads:

*In 1929 local businessman Martin Kuhar deeded an area of land along the Cottonwood River to the City of Lambertton. Mr. Kuhar meant for this park to be a place for gathering, fun and relaxation. He did not want this donated land to be used for any commercial purposes. Even though the park area is located outside the city limits the city agreed to accept the land and maintain the park in perpetuity.*

If or when the time comes to decide if the easement for a pipeline through Kuhar Park should be granted, and if the Council feels that easement should be granted, we respectfully ask that you invite Lambertton residents to inform and guide your final decision by voting on it.

We thank you for your time, for your leadership, and for your commitment to the health and vitality of this town we all love and call home.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	February 6, 2024	<b>Originating Department:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>		<b>Presenter:</b>	Jeanette Pidde
Robert Pagel - Interim Use Permit #1-24		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b>		<input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Following the recommendation of the Planning Commission, approval of Extraction Interim Use Permit Application #1-24 to operate a gravel pit in Section 18 of Underwood Township, with conditions proposed by staff, including the following additional condition:

"The permit holder shall not cause roads, stockpiling, earthen levees, or any other earthen encroachments to be placed in the floodway, unless a "no-rise" analysis performed by a licensed engineer determines that such encroachment will not increase flood heights."

**Background Information:**

Robert Pagel proposes to operate a gravel pit and all related operations, as well as stockpiling, in the existing gravel pit on a tract in the Southeast Quarter, Section 18, Township 112 North, Range 39 West, Underwood Township. The site is currently permitted to be mined pursuant to Extraction Conditional Use Permit #11-14. Pagel is not proposing expansion beyond the previously permitted area. The DNR raised a concern regarding the portion of the project in the floodway. The Planning Commission recommended addition of a condition to address the concern. Updated insurance coverage and Irrevocable Letter of Credit were received from Pagel.

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 \*\***

**Conditions for Permit No. 1-24 (Robert Pagel)**

1. The permit holder shall comply with all applicable laws, rules, and regulations, including but not limited to Redwood County Zoning Ordinance, as hereafter amended from time to time.
2. The permit holder shall allow the Redwood County Environmental Office to inspect the site for all purposes permitted by law whenever deemed necessary by the Redwood County Environmental Office.
3. The permit holder shall have proper warning signs posted along Township/County roads used to transport material from the mining operation during times of continuous hauling.
4. Hours of the crushing operations shall be from 6:00 a.m. to 6:00 p.m.
5. Applicant shall apply for and obtain a separate Conditional Use Permit prior to placing any other equipment (i.e. hotmix plant, bag house, etc.) other than excavation equipment used at the site.
6. The site shall be clean and free of all debris, including stockpiles, when the project is completed.
7. The permit holder shall contact all relevant local, state, and federal authorities/entities and inquire as to whether a permit and/or license is required. If a permit and/or license is required, the permit holder shall apply for and obtain any and all required permits and/or licenses. A copy of all such permits and/or licenses shall be provided to the Redwood County Environmental Office upon request.
8. The permit holder shall take appropriate and reasonable measures to assure that all surface water runoff satisfies all applicable local, state, and federal discharge standards.
9. The permit holder shall not allow the conditional use to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The permit holder shall not allow the conditional use to impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area.
10. The permit holder shall not exceed the boundary limits described and set forth in the *Application for Extraction Conditional Use Permit*. The south boundary of the extraction area shall be repaired to return the edge of the extraction area to no closer than 30' from the south boundary line of the property. The permit holder shall keep any pit, excavation, or impounded waters within the limits for which the particular permit is granted, as indicated on the map labeled "Extraction Boundary Map" attached to the permit. The excavation shall be conducted no closer than 150' from the top of the bank of Judicial Ditch 3.
11. Adequate access roads, drainage, and other necessary facilities shall be provided at all times and shall continue to be provided by the permit holder now and in the future.
12. Adequate measures shall be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of the foregoing will constitute a nuisance now or in the future.

13. The permit holder shall at all times properly guard and keep any pit or excavation in such condition so as not be dangerous from caving or sliding banks.
14. The permit holder shall not cause roads, stockpiling, earthen levees, or any other earthen encroachments to be placed in the floodway, unless a “no-rise” analysis performed by a licensed engineer determines that such encroachment will not increase flood heights.
15. The permit holder shall properly drain, fill, or level any pit or excavation after created so as to make the same safe and healthful which shall be determined by the Board of Commissioners. The permit holder shall grade the site after the excavation and extraction has been completed so as to render it usable. The site shall be reclaimed and sloped to a 4:1 slope, and thereafter, seeded with approved seed where required to avoid erosion and an unsightly mar on the landscape. The site shall be clean and free of all debris, including stockpiles, when the project is completed.
16. The permit holder shall remove excavated material from any pit or excavation away from the premises upon and along such highways, streets, or other public ways as the Board of Commissioners shall order and direct. Any materials that are deposited onto Aspen Avenue shall be removed daily.
17. The excavation site shall not be used for a demolition site, unless the permit holder obtains the proper permission and permits from the State of Minnesota and Redwood County.
18. The permit holder shall post a bond, cash deposit, irrevocable letter of credit, or other security in the amount of \$70,000<sup>1</sup>. Further, the bond, cash deposit, irrevocable letter of credit, or other security shall remain in full force and effect for a minimum of one year beyond the ending date of *Extraction Conditional Use Permit*. The ending date of this permit shall be February 9, 2034.
19. The permit holder shall maintain bodily injury, property damage, and public liability insurance in the amount of at least \$1,500,000.00 per occurrence during the life of the extraction operation and shall provide proof of the same to the Redwood County Environmental Office.
20. The Redwood County Planning Commission shall review the conditional use permit and shall be authorized to take any and all necessary action(s), including but not limited to revoking the conditional use permit and/or requiring the permit holder to reapply for a conditional use permit, if: 1) The Redwood County Environmental Office acquires information previously unavailable that indicates the terms and conditions of the permit do not accurately represent the actual circumstances of the permitted facility or the conditional use; 2) It is discovered subsequent to the issuance of the permit the permit holder failed to disclose all facts relevant to the issuance of the permit or submitted false or misleading information to the Redwood County Environmental Office, the Redwood County Planning Commission, or the Redwood County Board of Commissioners; 3) The Redwood County Environmental Office determines the permitted facility or conditional use endangers human health or the environment; and/or (4) The permit holder violates any of the herein described conditions, the Redwood County Ordinances, State statutes, or Federal laws.

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<sup>1</sup> \$2000 (surety amount per acre required by Ordinance) X 35 (acres to be permitted) = \$70,000.00.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> February 6, 2024	<b>Originating Dept.:</b> Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Nick B.
Set final hearing for Redetermination of CD 25	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Set time and date of final hearing on redetermination of CD 25 for March 5, at 9:30am.

**Background Information:**

Redetermination of CD 25 was ordered by the drainage authority on 2-1-2022. Bill Moldestad, Shaun Wohnoutka, and Tom Peterson were appointed viewers. The viewers have completed the redetermination and will hold an informational meeting for landowners in the week prior to the public hearing.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> February 6, 2024	<b>Originating Dept.:</b>
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b>
Set public hearing to consider ordinance amendment	<b>estimated time needed:</b> 30 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Set time and date of ordinance amendment hearing for March 5, 2024, at 9:00 am.

**Background Information:**

The County Attorney, Sheriff, public health, and Environmental Office have been working on a revised tobacco ordinance, cannabis ordinance, and general "annual housekeeping" ordinance amendments.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> February 6, 2024	<b>Originating Dept.:</b> Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Nick
Plum Creek Park Gator sale	<b>estimated time needed:</b> 2 minutes
<b>Board Action:</b> <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

**Background Information:**

The Plum Creek Park Gator was placed for auction on MinnBid, per the direction of the County Commissioners. A minimum bid of \$5,500 was required.

The Gator sold for \$8,100. A \$750 fee will be charged by MinnBid for auction services.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> February 6, 2024	<b>Originating Dept.:</b> Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Nick
Declare 2012 Ford F-150 supercab excess property	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Declare 2012 Ford F-150 supercab excess property and put up for sale by auction.

**Background Information:**

The red 1/2 ton Ford F-150 supercab was purchased new in 2012 for use by the Environmental Office/Ditch Inspector. It was used until 2021 by the Environmental Office. At that point, it was loaned to the Redwood County Hwy Department and used through 2023. The truck has 171,162.6 miles. It will be placed for sale by auction on MinnBid with a minimum bid of \$9,000.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

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:	2/6/2024	Originating Dept.:	Road & Bridge
Preferred 2 <sup>nd</sup> Date:	Next Meeting		
Discussion Item:	Presenter: Antony Sellner, County Engineer		
Budget Summary	estimated time needed:	5 minutes	
Board Action: <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

[Empty box for Board Motion Requested]

Background Information:

Budget summary is attached.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

[Empty box for Administrators Comments]

Reviewed by Administrator:  Yes  No

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

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



REVENUES & EXPENDITURES BUDGET REPORT As of 01/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year	
				Budget	% of BDG
301 DEPT	ROAD & BRIDGE ADMINISTRATION				
----- REVENUES -----					
03-301-000-0000-5001	PROPERTY TAXES-CURRENT	0.00	0.00	2,768,162.00-	0
03-301-000-0000-5015	WHEELAGE TAX	0.00	0.00	360,000.00-	0
03-301-000-0000-5016	LOCAL SALES TAX	0.00	0.00	1,174,000.00-	0
03-301-000-0000-5020	SEVERED MINERAL TAXES	0.00	0.00	6.00-	0
03-301-000-0000-5201	COUNTY PROGRAM AID	0.00	0.00	435,000.00-	0
03-301-000-0000-5205	DISPARITY REDUCTION AID	0.00	0.00	7,405.00-	0
03-301-000-0000-5208	MARKET VALUE CREDIT	0.00	0.00	66,936.00-	0
03-301-000-0000-5225	SPECIAL TOWN BRIDGE	0.00	0.00	2,601,531.00-	0
03-301-000-0000-5230	TOWN BRIDGE REVENUE	0.00	0.00	1,511,000.00-	0
03-301-000-0000-5235	TOWN ROAD REVENUE	0.00	0.00	728,000.00-	0
03-301-000-0000-5240	ST. OF MN. - REG. MAINT.	0.00	0.00	2,302,595.00-	0
03-301-000-0000-5242	ST. OF MN. - MUN.MAINT.	0.00	0.00	319,121.00-	0
03-301-000-0000-5244	ST. OF MN. - REG.CONST.	0.00	0.00	3,462,813.00-	0
03-301-000-0000-5246	ST. OF MN - MUN. CONST.	0.00	0.00	478,724.00-	0
03-301-000-0000-5333	BRIDGE BONDING REVENUE	0.00	0.00	2,609,658.00-	0
03-301-000-0000-5455	FEDERAL FUNDS - HIGHWAY	0.00	0.00	450,680.00-	0
03-301-000-0000-5502	FEES & SERVICES	0.00	0.00	13,850.00-	0
03-301-000-0000-5503	OVERWEIGHT TRUCK PERMITS	0.00	0.00	23,600.00-	0
03-301-000-0000-5850	SALES OF MATERIALS	688.00-	688.00-	158,920.00-	0
03-301-000-0000-5920	SALE OF CAPITAL ASSET	0.00	0.00	100,000.00-	0
----- EXPENDITURES -----					
03-301-000-0000-6103	SALARIES & WAGES-REGULAR	6,496.40	6,496.40	340,411.00	2
03-301-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	58.00	0
03-301-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	4,295.38	4,295.38	49,122.00	9
03-301-000-0000-6163	PERA-COUNTY SHARE	487.23	487.23	25,531.00	2
03-301-000-0000-6172	WORKERS' COMPENSATION	36,897.00	36,897.00	37,000.00	100
03-301-000-0000-6175	FICA-COUNTY SHARE	358.94	358.94	21,106.00	2
03-301-000-0000-6176	MEDICARE-COUNTY SHARE	83.94	83.94	4,936.00	2
03-301-000-0000-8202	TELEPHONE/FAX EXPENSE	1,096.77	1,096.77	19,971.00	5
03-301-000-0000-6210	POSTAGE	0.00	0.00	2,626.00	0
03-301-000-0000-6230	PRINTING & PUBLISHING	93.01	93.01	2,039.00	5
03-301-000-0000-6235	DOR LOCAL SALES TAX COSTS	0.00	0.00	20,610.00	0
03-301-000-0000-6241	SUBSCRIPTIONS	0.00	0.00	85.00	0
03-301-000-0000-6242	DUES	0.00	0.00	5,925.00	0

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



REVENUES & EXPENDITURES BUDGET REPORT As of 01/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year		
				Budget	% of BDG	
03-301-000-0000-6262	STATE AUDIT	0.00	0.00	125.00	0	
03-301-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	6,528.00	6,528.00	14,649.00	45	
03-301-000-0000-6310	OFFICE EQUIPMENT REPAIR & MAINT.	59.95	59.95	3,135.00	2	
03-301-000-0000-6331	MILEAGE	0.00	0.00	347.00	0	
03-301-000-0000-6332	STAFF DEVELOPMENT	0.00	0.00	7,182.00	0	
03-301-000-0000-6334	LODGING & EXPENSE	0.00	0.00	1,880.00	0	
03-301-000-0000-6351	INSURANCE-PROPERTY & LIABILITY	97,651.00	97,651.00	97,500.00	100	
03-301-000-0000-6401	OFFICE SUPPLIES	0.00	0.00	6,694.00	0	
03-301-000-0000-6507	MISCELLANEOUS EXPENSES	1,232.50	1,232.50	1,415.00	87	
03-301-000-0000-6891	EXP REIMBURSEMENTS - EXTERNAL	0.00	0.00	9,642.00-	0	
<b>301 DEPT</b>	<b>Totals ROAD &amp; BRIDGE ADMINISTRATION</b>	<b>Revenue</b>	<b>688.00-</b>	<b>688.00-</b>	<b>19,572,001.00-</b>	<b>0</b>
		<b>Expend.</b>	<b>155,280.12</b>	<b>155,280.12</b>	<b>652,685.00</b>	<b>24</b>
		<b>Net</b>	<b>154,592.12</b>	<b>154,592.12</b>	<b>18,919,316.00-</b>	<b>1-</b>
<b>310 DEPT</b>	<b>HIGHWAY MAINTENANCE</b>					
----- REVENUES -----						
03-310-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	9,845.00-	0	
----- EXPENDITURES -----						
03-310-000-0000-6103	SALARIES & WAGES-REGULAR	19,658.82	19,658.82	1,099,080.00	2	
03-310-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	0.00	39,426.00	0	
03-310-000-0000-6107	SALARIES & WAGES-OVERTIME	1,080.46	1,080.46	38,199.00	3	
03-310-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	120.00	0	
03-310-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	22,004.00	22,004.00	287,066.00	8	
03-310-000-0000-6163	PERA-COUNTY SHARE	1,555.44	1,555.44	85,298.00	2	
03-310-000-0000-6175	FICA-COUNTY SHARE	1,086.63	1,086.63	72,956.00	1	
03-310-000-0000-6176	MEDICARE-COUNTY SHARE	254.11	254.11	17,062.00	1	
03-310-000-0000-6202	TELEPHONE/FAX EXPENSE	30.00	30.00	360.00	8	
03-310-000-0000-6292	CONTRACT PAYMENTS	0.00	0.00	106,184.00	0	
03-310-000-0000-6341	EQUIPMENT RENTAL	0.00	0.00	155,000.00	0	
03-310-000-0000-6501	ROAD MAINTENANCE SUPPLIES & MATERIALS	0.00	0.00	990,242.00	0	
03-310-000-0000-6507	MISCELLANEOUS EXPENSES	200.00	200.00	16,956.00	1	
03-310-000-0000-6508	TOWN ROAD DISTRIBUTION	0.00	0.00	728,000.00	0	
03-310-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)	61,528.34	61,528.34	935,312.00	7	
<b>310 DEPT</b>	<b>Totals HIGHWAY MAINTENANCE</b>	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>9,845.00-</b>	<b>0</b>
		<b>Expend.</b>	<b>107,397.80</b>	<b>107,397.80</b>	<b>4,571,259.00</b>	<b>2</b>
		<b>Net</b>	<b>107,397.80</b>	<b>107,397.80</b>	<b>4,561,414.00</b>	<b>2</b>
<b>320 DEPT</b>	<b>HIGHWAY CONSTRUCTION &amp; ENGINEERING</b>					
----- REVENUES -----						

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



REVENUES & EXPENDITURES BUDGET REPORT As of 01/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year	
				Budget	% of BDG
03-320-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	160,000.00-	0
----- EXPENDITURES -----					
03-320-000-0000-6103	SALARIES & WAGES-REGULAR	4,470.00	4,470.00	234,228.00	2
03-320-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	0.00	13,500.00	0
03-320-000-0000-6107	SALARIES & WAGES-OVERTIME	0.00	0.00	20,949.00	0
03-320-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	47.00	0
03-320-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	5,596.88	5,596.88	66,408.00	8
03-320-000-0000-6163	PERA-COUNTY SHARE	335.25	335.25	19,138.00	2
03-320-000-0000-6175	FICA-COUNTY SHARE	217.18	217.18	16,658.00	1
03-320-000-0000-6176	MEDICARE-COUNTY SHARE	50.80	50.80	3,896.00	1
03-320-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	0.00	0.00	1,007,618.00	0
03-320-000-0000-6292	CONTRACT PAYMENTS	19,700.00	19,700.00	12,680,279.00	0
03-320-000-0000-6295	CSAH BONDING CONTRACT PAYMENTS	0.00	0.00	4,775,288.00	0
03-320-000-0000-6297	GO BONDING CONTRACT PAYMENTS	63,698.41	63,698.41	0.00	0
03-320-000-0000-6366	RIGHT OF WAY - PERMANENT EASEMENTS	0.00	0.00	100,000.00	0
03-320-000-0000-6367	RIGHT OF WAY-TEMP.EASE.& OTHER	0.00	0.00	40,000.00	0
03-320-000-0000-6505	ENG. & CONST.MATERIALS & SUPPLIESS	0.00	0.00	48,000.00	0
----- REVENUES -----					
03-320-000-2720-5249	INTERGOVERNMENTAL REIM	0.00	0.00	522,400.00-	0
----- EXPENDITURES -----					
03-320-000-2720-6701	ADMINISTRATIVE FEES 2021A BONDS	70.32	70.32	0.00	0
03-320-000-2720-6702	PRINCIPAL PAYMENTS 2021A BONDS	0.00	0.00	310,000.00	0
03-320-000-2720-6705	INTEREST PAYMENTS 2021A BONDS	0.00	0.00	212,400.00	0
<b>320 DEPT</b>	<b>Totals HIGHWAY CONSTRUCTION &amp; ENGINEERING</b>	<b>0.00</b>	<b>0.00</b>	<b>682,400.00-</b>	<b>0</b>
		<b>Revenue</b>			
		<b>Expend.</b>			
		<b>Net</b>			
		<b>94,138.84</b>	<b>94,138.84</b>	<b>19,548,409.00</b>	<b>0</b>
		<b>94,138.84</b>	<b>94,138.84</b>	<b>18,866,009.00</b>	<b>0</b>
<b>330 DEPT</b>	<b>EQUIPMENT MAINTENANCE &amp; SHOP</b>				
----- REVENUES -----					
03-330-000-0000-5980	INSURANCE RECOVERIES	11,870.00-	11,870.00-	0.00	0
----- EXPENDITURES -----					
03-330-000-0000-6103	SALARIES & WAGES-REGULAR	1,187.60	1,187.60	137,309.00	1
03-330-000-0000-6107	SALARIES & WAGES-OVERTIME	0.00	0.00	5,010.00	0
03-330-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	997.00	997.00	24,561.00	4
03-330-000-0000-6163	PERA-COUNTY SHARE	89.07	89.07	10,874.00	1
03-330-000-0000-6175	FICA-COUNTY SHARE	66.10	66.10	8,824.00	1
03-330-000-0000-6176	MEDICARE-COUNTY SHARE	15.46	15.46	2,064.00	1
03-330-000-0000-6251	UTILITIES	0.00	0.00	81,619.00	0

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1/30/24 8:49AM

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




REVENUES & EXPENDITURES BUDGET REPORT As of 01/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year		8% % of BDG
				Budget		
03-330-000-0000-6305	BLDG - REPAIRS & MAINTENANCE	730.30	730.30	89,486.00		1
03-330-000-0000-6306	MAINTENANCE - EQUIPMENT	0.00	0.00	29,475.00		0
03-330-000-0000-6332	STAFF DEVELOPMENT	0.00	0.00	220.00		0
03-330-000-0000-6502	SHOP MATERIALS & SUPPLIES	354.90	354.90	72,185.00		0
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES	3,461.82	3,461.82	239,296.00		1
03-330-000-0000-6504	FUEL	13,264.80	13,264.80	462,526.00		3
<b>330 DEPT</b>	<b>Totals EQUIPMENT MAINTENANCE &amp; SHOP</b>	<b>Revenue</b>	<b>11,870.00-</b>	<b>11,870.00-</b>	<b>0.00</b>	<b>0</b>
		<b>Expend.</b>	<b>20,167.05</b>	<b>20,167.05</b>	<b>1,163,249.00</b>	<b>2</b>
		<b>Net</b>	<b>8,297.05</b>	<b>8,297.05</b>	<b>1,163,249.00</b>	<b>1</b>
<b>3 FUND</b>	<b>Totals ROAD AND BRIDGE</b>	<b>Revenue</b>	<b>12,558.00-</b>	<b>12,558.00-</b>	<b>20,264,246.00-</b>	<b>0</b>
		<b>Expend.</b>	<b>376,983.81</b>	<b>376,983.81</b>	<b>25,935,602.00</b>	<b>1</b>
		<b>Net</b>	<b>364,425.81</b>	<b>364,425.81</b>	<b>5,671,356.00</b>	<b>6</b>
<b>FINAL TOTALS</b>	<b>93 Accounts</b>	<b>Revenue</b>	<b>12,558.00-</b>	<b>12,558.00-</b>	<b>20,264,246.00-</b>	<b>0</b>
		<b>Expend.</b>	<b>376,983.81</b>	<b>376,983.81</b>	<b>25,935,602.00</b>	<b>1</b>
		<b>Net</b>	<b>364,425.81</b>	<b>364,425.81</b>	<b>5,671,356.00</b>	<b>6</b>

  
 \_\_\_\_\_  
 Anthony Sellner, Co. Engr. Date



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	2/6/2024	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	Next Available		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, County Highway Engineer
Approve AP/January bills/meal reimburse		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Approve AP/January bills and meal reimbursements

**Background Information:**

[Redacted area]

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

[Redacted area]

Reviewed by Administrator:  Yes  No

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

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1/31/24 1:39PM

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



3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	13076 COMMERCIAL LIGHTING COMPANY 03-330-000-0000-6305		297.23	LED Bulbs	2235207	BLDG - REPAIRS & MAINTENANCE	Y
	13076 COMMERCIAL LIGHTING COMPANY		297.23	1 Transactions			
2	81085 SELLNER/ ANTHONY 03-301-000-0000-6331		86.58	Mileage Reimbursement - Benson		MILEAGE	N
	81085 SELLNER/ ANTHONY		86.58	1 Transactions			
3	83965 SUMMIT FIRE PROTECTION 03-330-000-0000-8503		230.00	Fire Alarm - Annual Inspection	150039170	EQUIPMENT REPAIR PARTS & SUPP	N
	83965 SUMMIT FIRE PROTECTION		230.00	1 Transactions			
<b>3 Fund Total:</b>			<b>613.81</b>	<b>ROAD AND BRIDGE</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
<b>Final Total:</b>			<b>613.81</b>	<b>3 Vendors</b>	<b>3 Transactions</b>		

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1/31/24

1:39PM

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



Audit List for Board      COMMISSIONER'S VOUCHERS ENTRIES

**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	613.81	ROAD AND BRIDGE
<b>All Funds</b>	<b>613.81</b>	<b>Total</b>

Approved by, .....

.....

.....



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1/31/24 1:40PM  
3 ROAD AND BRIDGE

\*\*\* 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
2	32437 ANDERSON ELECTRIC OF LAMBERTON INC 03-330-000-0000-6305		805.99	Wire Heater & Replace Outside	43306	BLDG - REPAIRS & MAINTENANCE	N
	32437 ANDERSON ELECTRIC OF LAMBERTON INC		805.99	1 Transactions			
3	2940 ARAMARK 03-330-000-0000-6502		138.12	Uniforms/Shop Towels/Rubber Ma	890140199	SHOP MATERIALS & SUPPLIES	N
	2940 ARAMARK		138.12	1 Transactions			
4	76720 AUTO VALUE OF REDWOOD FALLS 03-330-000-0000-8502		59.46	Solder & Crings	31249812	SHOP MATERIALS & SUPPLIES	N
5	03-330-000-0000-8502		47.88	Washer Fluid	31249813	SHOP MATERIALS & SUPPLIES	N
	76720 AUTO VALUE OF REDWOOD FALLS		107.34	2 Transactions			
1	4556 AUTO VALUE TRACY 03-330-000-0000-8503		18.46	Wiper Blades	35164358	EQUIPMENT REPAIR PARTS & SUPP	N
	4556 AUTO VALUE TRACY		18.46	1 Transactions			
6	13242 COUNTRY ENTERPRISES INC 03-310-000-0000-8501		10.00	RCHD Decals	83796	ROAD MAINTENANCE SUPPLIES & M	N
	13242 COUNTRY ENTERPRISES INC		10.00	1 Transactions			
7	14080 CRYSTEEL TRUCK EQUIPMENT INC 03-330-000-0000-6503		2,510.01	Spinner Motor, Auger Motor, Sp	LP218557	EQUIPMENT REPAIR PARTS & SUPP	N
	14080 CRYSTEEL TRUCK EQUIPMENT INC		2,510.01	1 Transactions			
8	16450 DESLAURIERS, INC. 03-320-000-0000-6505		393.97	Cylinder Molds	0451769-IN	ENG. & CONST.MATERIALS & SUPPI	N
	16450 DESLAURIERS, INC.		393.97	1 Transactions			
9	20730 ECOWATER SYSTEMS OF REDWOOD FALL 03-301-000-0000-6401		39.00	Office Supplies	116642	OFFICE SUPPLIES	N
10	03-301-000-0000-6401		46.00	Office Supplies	117482	OFFICE SUPPLIES	N
	20730 ECOWATER SYSTEMS OF REDWOOD FALL		85.00	2 Transactions			
11	24589 FARMWARD COOPERATIVE 03-330-000-0000-6305		1,008.00	New DEF Drum Assembly & Fluid	11049738	BLDG - REPAIRS & MAINTENANCE	N
	24589 FARMWARD COOPERATIVE		1,008.00	1 Transactions			
12	24594 FASTENAL COMPANY 03-310-000-0000-6501		360.10	Nuts	100984	ROAD MAINTENANCE SUPPLIES & M	N

IFX  
1/31/24 1:40PM  
3 ROAD AND BRIDGE

\*\*\* 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
13	24594 FASTENAL COMPANY		362.09	Screws 2 Transactions	100992	SHOP MATERIALS & SUPPLIES	N
14	26517 FORCE AMERICAN DISTRIBUTING LLC		86.29	DVI Cable 1 Transactions	1-1791613	EQUIPMENT REPAIR PARTS & SUPP	N
15	26651 FRONTIER PRECISION, INC		1,826.00	Survey Equipment Software Main 1 Transactions	291058	ENG. & CONST.MATERIALS & SUPPI	N
18	30410 GRAMSTAD LUMBER INC		5.39	Clements Shop Mail Box Bases 1 Transactions		ROAD MAINTENANCE SUPPLIES & M	Y
17	33838 HILDEBRANDT/RYAN		200.00	Boot Reimbursement - Hildebran 1 Transactions		MISCELLANEOUS EXPENSES	N
18	37640 INNOVATIVE SOLUTIONS LLC		52.68	Office Supplies 1 Transactions	IN4442322	OFFICE SUPPLIES	N
19	40285 JAMAR TECHNOLOGIES INC		928.00	Jamar RAC GEO DMI 1 Transactions	0062770	EQUIPMENT REPAIR PARTS & SUPP	N
20	55610 M-R SIGN CO INC		176.60	U Channel Posts	222907	ROAD MAINTENANCE SUPPLIES & M	N
21			271.08	Speed Signs	222915	ROAD MAINTENANCE SUPPLIES & M	N
22	55610 M-R SIGN CO INC		1,020.88	Flashers D-Cell 3 Transactions	222915	ROAD MAINTENANCE SUPPLIES & M	N
24	56913 MIDWEST SUPPLY OF TRACY INC		120.98	Standard Flow Nozzle & TP - Wa 1 Transactions	16649	SHOP MATERIALS & SUPPLIES	N
23	57911 MINNESOTA COUNTY ENGINEER ASSOCIA'		225.00	MCEA Winter Conference		STAFF DEVELOPMENT	N

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1/31/24 1:40PM  
3 ROAD AND BRIDGE

\*\*\* 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
57911	MINNESOTA COUNTY ENGINEER ASSOCIA'		225.00		1 Transactions		
25	57397 MN DEPT OF TRANSPORTATION 03-320-000-0000-6291		581.42	Materials Testing & Inspection	P00018296	PROFESSIONAL & TECHNICAL SER	N
	57397 MN DEPT OF TRANSPORTATION		581.42		1 Transactions		
26	57450 MN TRANSPORTATION ALLIANCE 03-301-000-0000-6242		2,808.00	2024 Annual Membership Renewal	P24-1045	DUES	N
	57450 MN TRANSPORTATION ALLIANCE		2,808.00		1 Transactions		
27	63540 NORTH CENTRAL INTERNATIONAL INC 03-330-000-0000-6503		612.33	Radiator	580253	EQUIPMENT REPAIR PARTS & SUPP	N
28	03-330-000-0000-6503		59.58	Antifreeze	580253	EQUIPMENT REPAIR PARTS & SUPP	N
	63540 NORTH CENTRAL INTERNATIONAL INC		671.91		2 Transactions		
29	63625 NORTHERN STATES SUPPLY INC 03-310-000-0000-6501		226.93	Washers & Flange Nuts	1728391	ROAD MAINTENANCE SUPPLIES & M	N
30	03-310-000-0000-6501		25.19	Flange Nut	1729069	ROAD MAINTENANCE SUPPLIES & M	N
	63625 NORTHERN STATES SUPPLY INC		252.12		2 Transactions		
31	64208 O'REILLY AUTO PARTS 03-330-000-0000-6502		16.17	Vent Clips & Leather Wipes		SHOP MATERIALS & SUPPLIES	N
32	03-330-000-0000-6503		54.00	Wiper Blades	258897	EQUIPMENT REPAIR PARTS & SUPP	N
	64208 O'REILLY AUTO PARTS		70.17		2 Transactions		
38	64505 OLSEN CHAIN & CABLE CO, INC 03-330-000-0000-8305		1,436.40	Holst Inspections	710843	BLDG - REPAIRS & MAINTENANCE	N
	64505 OLSEN CHAIN & CABLE CO, INC		1,436.40		1 Transactions		
34	64521 OLSON CHEVROLET 03-330-000-0000-8306		128.00	Labor to Install Accessories		MAINTENANCE - EQUIPMENT	N
35	03-330-000-0000-8306		80.00	Mount & Dismount Tires		MAINTENANCE - EQUIPMENT	N
33	03-330-000-0000-6503		903.12	Tires		EQUIPMENT REPAIR PARTS & SUPP	N
36	03-330-000-0000-6503		1,280.22	Fascia, Light Kit, Storage Com		EQUIPMENT REPAIR PARTS & SUPP	N
37	03-330-000-0000-6503		220.00	Floor Mats		EQUIPMENT REPAIR PARTS & SUPP	N
	64521 OLSON CHEVROLET		2,611.34		5 Transactions		
39	71300 PITNEY BOWES GLOBAL 03-301-000-0000-8210		164.79	Postage Meter Lease	3106487363	POSTAGE	N

IFX  
1/31/24 1:40PM  
3 ROAD AND BRIDGE

\*\*\* 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
71300	PITNEY BOWES GLOBAL		164.79		1 Transactions		
40	76758 REDWOOD TIRE SERVICE						
	03-310-000-0000-6501		32.00	Tire Disposals	10695	ROAD MAINTENANCE SUPPLIES & M	Y
41	03-330-000-0000-6306		150.00	Mount & Balance Tires	10760	MAINTENANCE - EQUIPMENT	Y
76758	REDWOOD TIRE SERVICE		182.00		2 Transactions		
42	78815 RSS GROUP INTERNATIONAL INC						
	03-330-000-0000-6502		549.50	Truck Wash	78341	SHOP MATERIALS & SUPPLIES	N
43	03-330-000-0000-6502		244.96	Welder Repair, Wheel Castors,	78374	SHOP MATERIALS & SUPPLIES	N
44	03-330-000-0000-6502		12.12	GH Extension Set	78385	SHOP MATERIALS & SUPPLIES	N
45	03-330-000-0000-6502		169.48	Poly Cart	78463	SHOP MATERIALS & SUPPLIES	N
46	03-330-000-0000-6502		55.54	Welding Wire & Socket Holder -	78548	SHOP MATERIALS & SUPPLIES	N
47	03-330-000-0000-6502		32.19	Roloc Holder	78591	SHOP MATERIALS & SUPPLIES	N
48	03-330-000-0000-6502		316.08	Drum Dollies, Norton Strip Dis	78723	SHOP MATERIALS & SUPPLIES	N
78815	RSS GROUP INTERNATIONAL INC		1,379.87		7 Transactions		
49	79500 RUNNINGS FARM & FLEET						
	03-310-000-0000-6501		264.28	Batteries & Mailboxes		ROAD MAINTENANCE SUPPLIES & M	N
50	03-330-000-0000-6502		182.12	Misc Shop Supplies		SHOP MATERIALS & SUPPLIES	N
79500	RUNNINGS FARM & FLEET		446.40		2 Transactions		
51	80075 SAFETY-KLEEN SYSTEMS INC						
	03-330-000-0000-6502		125.44	Parts Washer	R003074419	SHOP MATERIALS & SUPPLIES	N
80075	SAFETY-KLEEN SYSTEMS INC		125.44		1 Transactions		
52	80084 SALFER WELDING MFG & REPAIR LLC						
	03-330-000-0000-6306		984.20	Replace C Channel for Wing Sup	757936	MAINTENANCE - EQUIPMENT	Y
53	03-330-000-0000-6306		830.50	Replace Frog on Snowplow Wing	943517	MAINTENANCE - EQUIPMENT	Y
54	03-330-000-0000-6503		460.00	Steel Plate	943546	EQUIPMENT REPAIR PARTS & SUPP	Y
80084	SALFER WELDING MFG & REPAIR LLC		2,274.70		3 Transactions		
57	88135 TOTAL GLASS OF REDWOOD FALLS INC						
	03-330-000-0000-6306		250.00	Windshield Replacement		MAINTENANCE - EQUIPMENT	N
58	03-330-000-0000-6503		806.79	Windshield & Kit	22709	EQUIPMENT REPAIR PARTS & SUPP	N
88135	TOTAL GLASS OF REDWOOD FALLS INC		1,056.79		2 Transactions		
55	88743 TRUCK CENTER COMPANIES						
	03-330-000-0000-6503		256.89	Belt Tensioner Assembly		EQUIPMENT REPAIR PARTS & SUPP	Y
56	03-330-000-0000-6503		81.68	Alternator Belt		EQUIPMENT REPAIR PARTS & SUPP	Y

IFX  
1/31/24 1:40PM  
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
88743	TRUCK CENTER COMPANIES			338.57		2 Transactions		
59	91159 VAULT HEALTH 03-310-000-0000-6507			52.41	BAC Test	FL00815594	MISCELLANEOUS EXPENSES	N
	91159 VAULT HEALTH			52.41		1 Transactions		
60	93073 WENDORFF WELDING & FABRICATION 03-330-000-0000-6503			10.00	Pipe	14431	EQUIPMENT REPAIR PARTS & SUPP	N
61	03-330-000-0000-6503			76.37	Hose & Fittings	14431	EQUIPMENT REPAIR PARTS & SUPP	N
	93073 WENDORFF WELDING & FABRICATION			86.37		2 Transactions		
62	99200 Z DOORMEN LLC 03-330-000-0000-6306			250.00	Lamberton Shop Door Repair - G	4179	BLDG - REPAIRS & MAINTENANCE	Y
	99200 Z DOORMEN LLC			250.00		1 Transactions		
63	98290 ZIEGLER INC 03-330-000-0000-6503			279.56	Air Filter		EQUIPMENT REPAIR PARTS & SUPP	N
64	03-330-000-0000-6503			121.91	Repair Part		EQUIPMENT REPAIR PARTS & SUPP	N
65	03-330-000-0000-6503			117.90	Misc Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
66	03-330-000-0000-6503			176.28	Misc Repair Parts	1341503	EQUIPMENT REPAIR PARTS & SUPP	N
67	03-330-000-0000-6306			100.04	Repair Paralift Problem	442801	MAINTENANCE - EQUIPMENT	N
68	03-330-000-0000-6306			980.73	Check Engine Light	443256	MAINTENANCE - EQUIPMENT	N
	99290 ZIEGLER INC			1,776.42		6 Transactions		
<b>3 Fund Total:</b>				<b>26,469.32</b>	<b>ROAD AND BRIDGE</b>	<b>38 Vendors</b>	<b>68 Transactions</b>	
<b>Final Total:</b>				<b>26,469.32</b>	<b>38 Vendors</b>	<b>68 Transactions</b>		

IFX  
1/31/24

1:40PM

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

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



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	26,469.32	ROAD AND BRIDGE
All Funds	26,469.32	Total

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

**ROAD & BRIDGE**

**ABSTRACT OF SALARIES AND MEALS PAYABLE ALLOWED BY THE  
BOARD OF REDWOOD COUNTY COMMISSIONERS**

AT THE COUNTY BOARD MEETING OF February, 2024.

**FUND 03-301**

***SALARIES (PER DIEMS) PAYABLE***

Y=184-0

N=184-3

-----COMMISSIONER-----	---NO.---	--PERA Y/N--	-----AMOUNT-----
Dave Forkrud	120		
Bob VanHee	119		
Dennis Groebner	118		
Jim Salfer	117		
Rick Wakefield	1205		
<b>TOTAL</b>			\$ _____

***MEALS PAYABLE (182-3)***

-----EMPLOYEE-----	---NO.---	-----AMOUNT-----
Vogl, Scott	1555	18.28
<b>TOTAL</b>		<b>18.28</b>

**APPROVED AND ORDERED PAID BY ORDER OF THE BOARD OF REDWOOD  
COUNTY COMMISSIONERS ON THIS 6 DAY OF  
February, 2024.**

\_\_\_\_\_  
Chair, Redwood County Board of Commissioners

# REDWOOD COUNTY MEAL REIMBURSEMENT POLICY WORKSHEET

(Worksheet must be submitted separately for personal reimbursement or with County Credit Card)

Employee Name: Scott Vogel  
 Event (Attach Registration Info): Jake Coysted "truck"  
 Location of Event: \_\_\_\_\_  
 Date(s) of Event: 1/11/24

Circle Type: Personal Reimbursement or County Credit Card

- Attach VENDOR OR SIGNED RECEIPT(S) indicating ITEMIZED MEAL CLAIM for ONE Employee ONLY

	Max \$35/Day	Max \$35/Day	Max \$35/Day	Max \$35/Day	Max \$35/Day
	Date:	Date:	Date:	Date:	Date:
Breakfast \$					
Lunch \$	18.28				
Dinner \$					
Total Spent/Day:					

	Max \$35/Day	Max \$35/Day	Max \$35/Day	Max \$35/Day	Max \$35/Day
	Date:	Date:	Date:	Date:	Date:
Breakfast \$					
Lunch \$					
Dinner \$					
Total Spent/Day:					

Check box to indicate meals did not include tips, alcoholic beverages or delivery charges:

Check box to indicate event registration **DID NOT** include meal costs being submitted by employee:

Employee Signature: Scott Vogel





(507) 354-2091  
209 N MN St, 56073

THU JANUARY 11, 2024  
**CHECK #428421-1**  
TABLE #33  
CUSTOMER # 3

1 MUSH SWISS BURGER	\$12.95
1 UPSIZE BURGER TO 1/2	\$2.00
1 ONION RINGS	\$2.00
SUB-TOTAL	: \$16.95
TAX	: \$1.33
<b>TOTAL</b>	<b>\$18.28</b>
Gratuity Example: 15.00%	\$2.74
Gratuity Example: 20.00%	\$3.66

As non cash payment adjustment  
may be charged 3% fee.  
Time: 12:51 1 CUSTOMER  
3 CHECKS  
Thank You!  
Please pay your server!

YOU HAVE BEEN SERVED  
BY : PORTNER



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	2/6/2024	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	Next Available		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, County Highway Engineer
2021 F550 Order Update		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

Approve updated purchase of F550 4x4 diesel from Wheelborg Ford in amount of \$66,124.40.

**Background Information:**

During the 5/18/2021 board meeting a replacement 2022 F550 4x4 gasoline pickup was ordered. This truck has not been built to date due to manufacturing delays and fleet order cancellations, and was required to be re-ordered multiple times by Ford with price adjustments. During the latest re-ordering, it was determined that a diesel pickup would better suit the fleet. The updated cost of this pickup is \$66,124.40 (diesel). The gasoline alternative would be \$56,739.40. Dodge was quoted at \$71,730 for a similar type diesel. The original price quoted back on 5/18/2021 was \$37,300 (gasoline). The excess amount (\$28,824) will be funded from the 2024 Miscellaneous Small Equipment Budget.

In 2021 Redwood County approved the purchase of an aluminum bed with hoist for the truck at the cost of \$16,733. This bed has been waiting at Crystel for almost three years for install.

The pickup will replace unit #1005, a 2000 F350 Ford Pickup with 214,265 miles. This vehicle is primarily used to haul bituminous crack filling and patching equipment and materials, along with daily use by the foreman at various job sites.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable  
 Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



Preview Order 4058 - F5H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 12/13/2023 15:28:46 Receipt: 12/12/2023

Dealership Name: Weelborg Ford, Inc.

Sales Code: F58665

Dealer Rep.	joel read	Type	Retail	Vehicle Line	Superduty	Order Code	4058
Customer Name	X XXXXX	Priority Code	11	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
F550 4X4 CHASSIS CAB DRW/169	\$56920	\$54074 JOB #2 ORDER	\$0	\$0
169 INCH WHEELBASE	\$0	\$0 CV LOT MANAGEMENT	\$0	\$10
OXFORD WHITE	\$0	\$0 FRONT LICENSE PLATE BRACKET	\$0	\$0
CLOTH 40/20/40 SEAT	\$100	\$91 PLATFORM RUNNING BOARDS	\$320	\$291
MEDIUM DARK SLATE	\$0	\$0 18000# GVWR PACKAGE	\$0	\$0
PREFERRED EQUIPMENT PKG.660A	\$0	\$0 ENGINE BLOCK HEATER	\$100	\$91
.XL TRIM	\$0	\$0 50 STATE EMISSIONS	\$0	\$0
.AIR CONDITIONING -- CFC FREE	\$0	\$0 40 GAL AFT OF AXLE FUEL TNK	\$0	\$0
.AM/FM STEREO MP3/CLK	\$0	\$0 410 AMP ALTERNATOR	\$0	\$0
6.7L POWER STROKE V8 DIESEL	\$9995	\$9096 DUAL BATTERY	\$0	\$0
10-SPEED AUTO TORQSHIFT	\$0	\$0 FUEL CHARGE	\$0	\$180.40
225/70R19.5G BSW ALL POSITION	\$0	\$0 PRICED DORA	\$0	\$0
4.10 RATIO REGULAR AXLE	\$0	\$0 ADVERTISING ASSESSMENT	\$0	\$68
RAPID HEAT SUPPLEMENTAL HEATER	\$250	\$228 DESTINATION & DELIVERY	\$1995	\$1995

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	\$69680	\$66124.40
DISCOUNTS	NA	NA
TOTAL	\$69680	\$66124.40

\$66,124.40

plus any tax or fees

Joel Read Weelborg Ford 12-13-23

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*

LOCKWOOD MOTORS INC  
 1310 EAST COLLEGE DRIVE  
 MARSHALL, MN 562582012

Configuration Preview

Date Printed: 2023-12-26 5:55 PM    VIN:    Quantity: 1  
 Estimated Ship Date:    VON:    Status: BA - Pending order

Sold to:  
 LOCKWOOD MOTORS INC (67063)  
 1310 EAST COLLEGE DRIVE  
 MARSHALL, MN 562582012

Ship to:  
 LOCKWOOD MOTORS INC (67063)  
 1310 EAST COLLEGE DRIVE  
 MARSHALL, MN 562582012

Vehicle: 2024 5500 REG CAB CHASSIS 4X4 (168.5 in WB - CA of 84 in) (DP0L64)

	Sales Code	Description	MSRP(USD)
Model:	[REDACTED]		
Package:	[REDACTED]		
	ETN	6.7L I5 Cummins Turbo Diesel Engine	9,295
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	295
	-X8	Black/Diesel Gray	0
Options:	XAW	Rear Backup Alarm	145
	MRT	Chrome Tubular Side Steps	595
	5N6	Easy Order	0
	174	Zone 74-Denver	0
	4EX	Sales Tracking	0
Destination Fees:			1,995

[REDACTED] = Restriction

HB: 2,092    Total Price: 71,730  
 FFP: 66,144  
 EP: 63,599

Order Type: Retail    PSP Month/Week:  
 Scheduling Priority: 4-Dealer Order    Build Priority: 99  
 Salesperson:  
 Customer Name:  
 Customer Address:

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b> Next	
<b>Discussion Item:</b>	<b>Presenter:</b> Anthony Sellner, County Highway Engineer
2021 F600 Order Update	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve updated purchase of F600 4x2 diesel from Wheelborg Ford in amount of \$66,878.40.

**Background Information:**

During the 5/18/2021 board meeting a replacement 2022 F600 4x2 gasoline pickup was ordered. This truck has not been built to date due to manufacturing delays and fleet order cancellations, and was required to be re-ordered multiple times by Ford with price adjustments. During the latest re-ordering, it was determined that a diesel pickup would better suit the fleet. The updated cost of this pickup is \$66,878.40 (diesel). The gasoline alternative would be \$57,722.40. Dodge was quoted at \$68,195 for a similar type diesel. The original price quoted back on 5/18/2021 was \$38,600 (gasoline). The excess amount (\$28,187) will be funded from the 2024 Miscellaneous Small Equipment Budget.

In 2021 Redwood County also approved the purchase of a steel bed for the truck at the cost of \$10,038. This bed has been waiting at Crysteel for almost three years now waiting to be installed.

The pickup will replace unit #2027, a 2003 International with 194,693 miles. The primary use of this vehicle is to haul the water tank and pumps and trailer the bituminous roller for patching operations.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



Preview Order 4055 - F6K 4x2 Reg Chas Cab DRW: Order Summary Time of Preview: 12/13/2023 15:11:02 Receipt: 12/12/2023

Dealership Name: Weelborg Ford, Inc.

Sales Code : F58665

Dealer Rep.	joel read	Type	Retail	Vehicle Line	Superduty	Order Code	4055
Customer Name	X XXXXX	Priority Code	11	Model Year	2024	Price Level	420

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
F600 4X2 CHASSIS CAB DRW/169	\$57680	\$54796 CV LOT MANAGEMENT	\$0	\$10
169 INCH WHEELBASE	\$0	\$0 FRONT LICENSE PLATE BRACKET	\$0	\$0
OXFORD WHITE	\$0	\$0 PLATFORM RUNNING BOARDS	\$320	\$291
CLOTH 40/20/40 SEAT	\$100	\$91 22000# GVWR PACKAGE	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0 ENGINE BLOCK HEATER	\$100	\$91
PREFERRED EQUIPMENT PKG.680A	\$0	\$0 50 STATE EMISSIONS	\$0	\$0
.XL TRIM	\$0	\$0 40 GAL AFT OF AXLE FUEL TNK	\$0	\$0
.AIR CONDITIONING - CFC FREE	\$0	\$0 EXTERIOR BACKUP ALARM	\$175	\$160
.AM/FM STEREO MP3/CLK	\$0	\$0 DUAL BATTERY	\$0	\$0
6.7L POWER STROKE V8 DIESEL	\$9995	\$9096 LOW DEFLECTION PACKAGE	\$110	\$100
10-SPEED AUTO TORQSHIFT	\$0	\$0 FUEL CHARGE	\$0	\$180.40
245/70R19.5G BSW ALL POSITION	\$0	\$0 PRICED DORA	\$0	\$0
4.30 RATIO LIMITED SLIP AXLE	\$0	\$0 ADVERTISING ASSESSMENT	\$0	\$68
JOB #2 ORDER	\$0	\$0 DESTINATION & DELIVERY	\$1995	\$1995
TOTAL BASE AND OPTIONS			MSRP \$70475	INVOICE \$66878.40
DISCOUNTS			NA	NA
TOTAL			\$70475	\$66878.40

*\$ 66,878.40 plus any tax or fees*

*Joel Read Weelborg Ford*

*12-13-23*

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*

LOCKWOOD MOTORS INC  
 1310 EAST COLLEGE DRIVE  
 MARSHALL, MN 562582012

Configuration Preview

Data Printed: 2023-12-26 6:02 PM VIN: Quantity: 1  
 Estimated Ship Date: VON: Status: BA - Pending order

**Sold to:**  
 LOCKWOOD MOTORS INC (67063)  
 1310 EAST COLLEGE DRIVE  
 MARSHALL, MN 562582012

**Ship to:**  
 LOCKWOOD MOTORS INC (67063)  
 1310 EAST COLLEGE DRIVE  
 MARSHALL, MN 562582012

Vehicle: 2024 5500 REG CAB CHASSIS 4X2 (168.5 in WB - CA of 84 in) (DP5L64)

	Sales Code	Description	MSRP(USD)
Model:			
Package:			
	ETN	6.7L I8 Cummins Turbo Diesel Engine	9,295
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	295
	-X8	Black/Diesel Gray	0
Options:	XAW	Rear Backup Alarm	145
	MRT	Chrome Tubular Side Steps	595
	5N6	Easy Order	0
	174	Zone 74-Denver	0
	4EX	Sales Tracking	0
Destination Fees:			1,995

█ = Restriction

HB: 1,986  
 FFP: 62,891  
 EP: 60,478  
 Total Price: **68,185**

Order Type: Retail  
 Scheduling Priority: 4-Dealer Order  
 Salesperson:  
 Customer Name:  
 Customer Address:  
 PSP Month/Week:  
 Build Priority: 99

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b> Next Available	
<b>Discussion Item:</b>	<b>Presenter:</b> Anthony Sellner, County Highway Engineer.
Historical Roadway Information	<b>estimated time needed:</b> 15 minutes
<b>Board Action:</b> <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

For information and discussion only - see attached historical roadway data.

**Background Information:**

The map shows roadways over 10 years old in red as of 2007. The second map shows roads highlighted in purple that have received pavement rehabilitation since 2007.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



# SURFACE AGE OF BITUMINOUS ROADS

10yrs OLD OR LESS

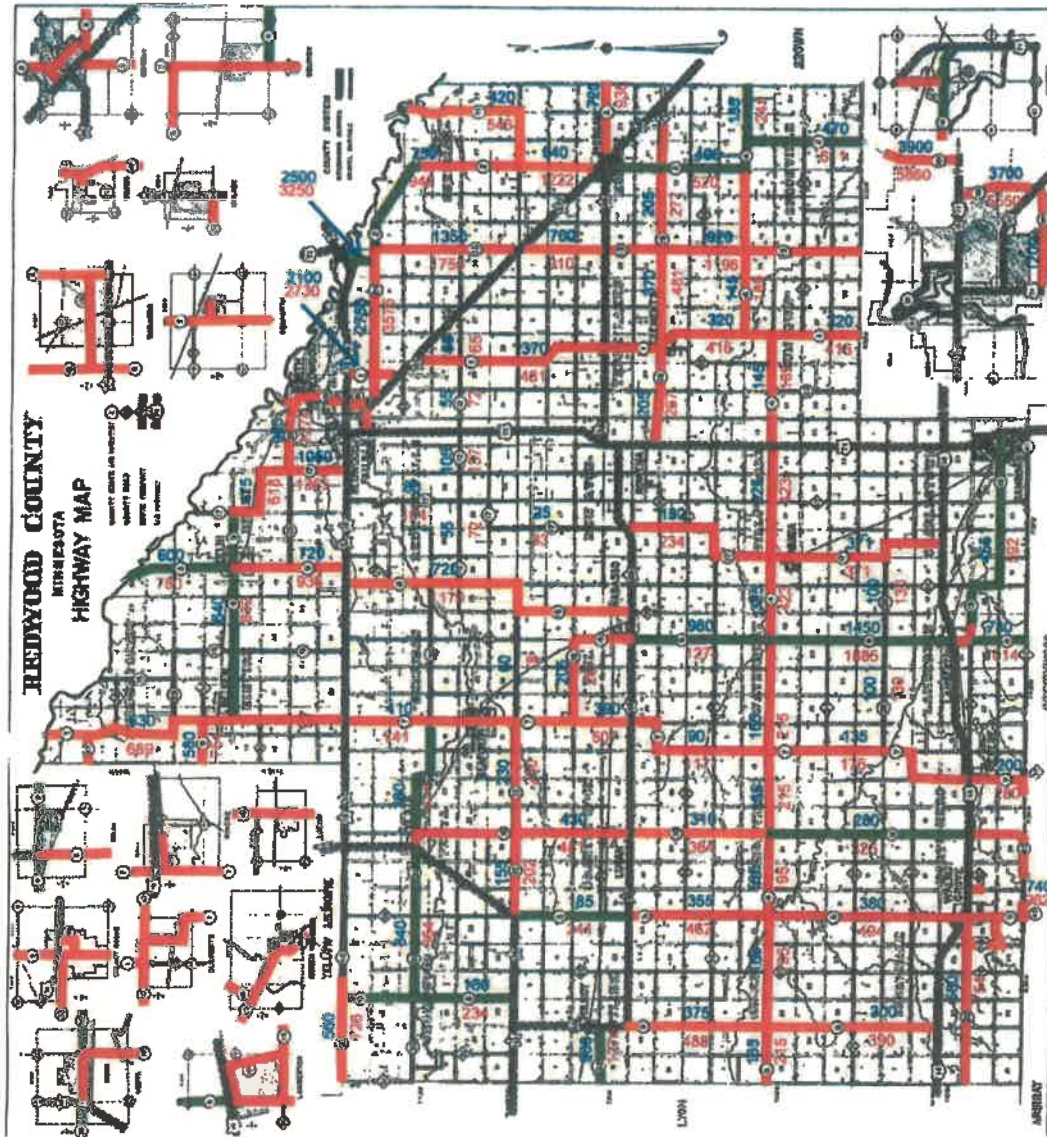
10yrs OLD TO 15yrs OLD

15yrs OLD OR MORE

ADT 2007

ADT PROJECTED (2027)

AGE OF BITUMINOUS - 2007 MAP



AGE OF BITUMINOUS - 2007 MAP  
WITH OVERLAY OF ROADS REHABILITATED SINCE 2007 (PROJECTED TO DECEMBER 2024)

# SURFACE AGE OF BITUMINOUS ROADS

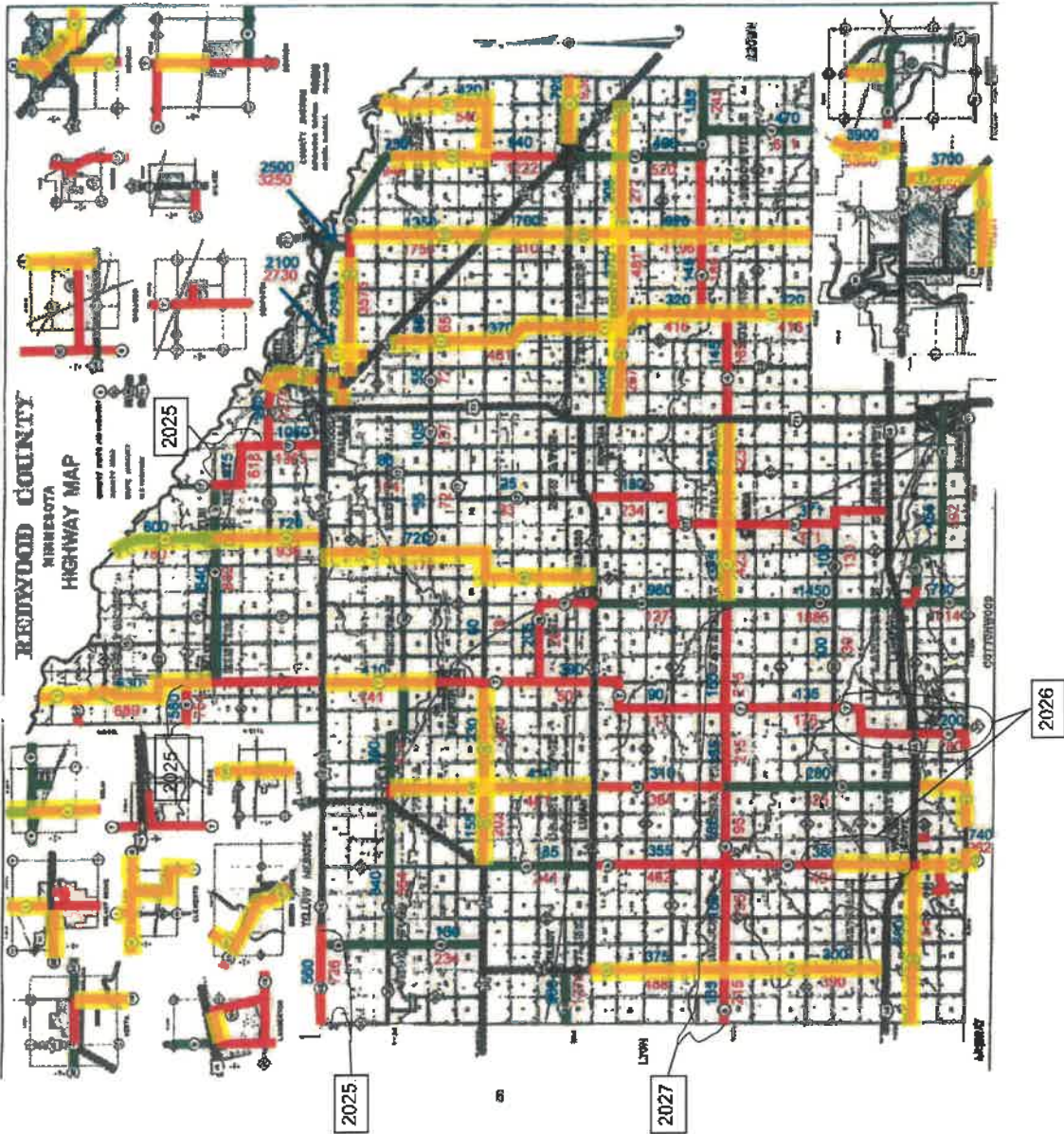
10yrs OLD OR LESS

10yrs OLD TO 15yrs OLD

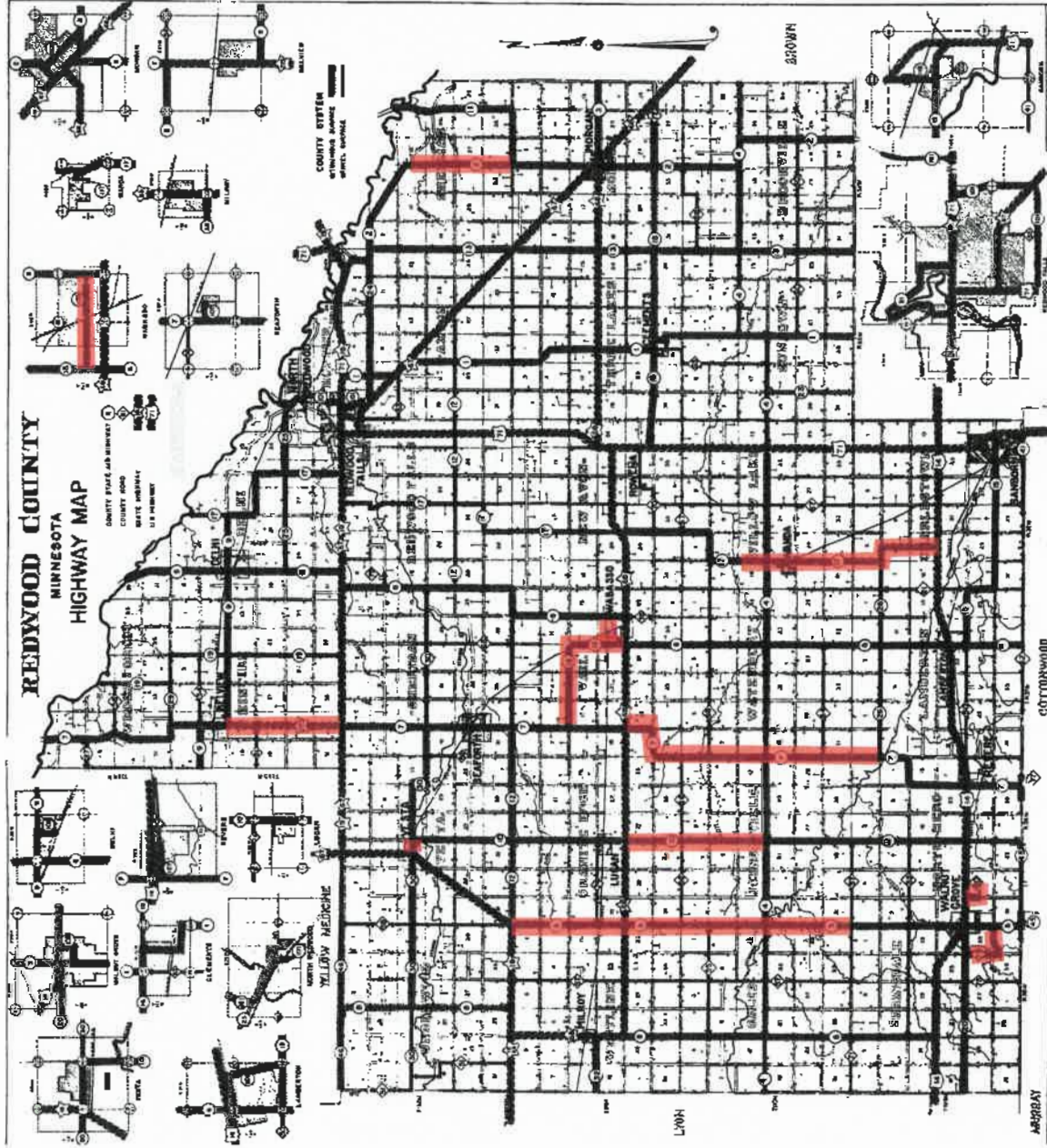
15yrs OLD OR MORE

ADT 2007

ADT PROJECTED (2027)



# EXHIBIT B: FIVE YEAR UNFUNDED ROAD NEEDS



# Table 7: Unfunded Projects

Project	Project Description	Project Type	Length Miles	Source of Funds											Cost Estimate							TOTAL COST	Comments																				
				TOTAL FUNDS	CSAH Reg	CSAH Mun	Federal Regular	Federal Other	State or Int Bonds	Town Bridge	Township City	Sales Tax	Wheelage Tax	Bond	Road & Bridge	Consult Eng	County Eng	ROW	Grading	Bridges	Pavement			Utilities Misc.																			
<b>Planting and Cooperative Projects</b>																																											
Subtotal Planting Projects																						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Grading Projects</b>																																											
	CSAH 2 - 30Rth St to CSAH 11	R	3.8	4,276,620	4,276,620											5,000	355,520	147,000	3,819,000					4,276,620	SAP 064-002-028 GRADING																		
	CSAH 2 - 30th St to CSAH 11	R	3.8	1,817,190	1,817,190												44,190			1,473,000				1,817,190	SAP 064-002-025 PAVING																		
Subtotal Grading Projects																						7	5,793,710	5,793,710	0	0	0	0	0	0	0	0	0	5,000	349,710	147,000	3,819,000	0	1,473,000	0	5,793,710		
<b>Paving Projects</b>																																											
	CSAH 5 - CR 57 to TH 16	S	12	3,744,000	3,744,000											55,000	108,000		3,800,000				3,744,000	M&O																			
	CSAH 6 - CSAH 15 to TH 14	S	1	624,000	624,000											6,000	18,000		600,000				624,000	M&O																			
	CSAH 7 - TH 10 to Bellevue	S	3.9	1,218,800	1,218,800											11,700	35,100		1,179,000				1,218,800	M&O																			
	CSAH 7 - CSAH 25 to MN 55	S	10	3,120,000	3,120,000											30,000	60,000		3,000,000				3,120,000	M&O																			
	CSAH 10 - CSAH 4 to MN 56	S	5	1,560,000	1,560,000											15,000	45,000		1,500,000				1,560,000	M&O																			
	CSAH 16 - MN 93 to CSAH 7	S	5	1,560,000	1,560,000											15,000	45,000		1,500,000				1,560,000	M&O																			
	CSAH 17 - TH 14 to 1st N CSAH 4	S	8	4,190,000	4,190,000											40,000	120,000		4,000,000				4,190,000	DIR / FDR																			
	CR 78 - CSAH 5 to CSAH 20	S	2.4	748,800	748,800											7,200	21,600		720,000				748,800	M&O																			
	CSAH 106 - CSAH 15 to Concrete 100	S	0.85	514,800	514,800											4,850	14,550		495,000				514,800	M&O																			
	CSAH 133 - CSAH 18 to CSAH 6	S	1	312,000	312,000											3,000	9,000		300,000				312,000	M&O																			
Subtotal Bituminous Projects																						46.95	17,560,400	17,560,400	0	0	0	0	0	0	0	0	0	128,850	506,500	0	0	0	16,835,000	0	17,560,400		
<b>Bridge Projects</b>																																											
See Redwood County Bridge Priority List (Exhibit D, E)																																											
Subtotal Bridge Projects																						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Miscellaneous Projects</b>																																											
Subtotal Miscellaneous																						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>YEAR UNFUNDED TOTAL</b>			<b>95.95</b>	<b>23,354,110</b>	<b>23,354,110</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>173,880</b>	<b>856,250</b>	<b>147,000</b>	<b>3,819,000</b>	<b>0</b>	<b>16,356,000</b>	<b>0</b>	<b>23,354,110</b>																					
<b>AVAILABLE</b>																																											
Difference				(23,354,110)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																					

Project type: S=Surfacing, R=Reconstruction.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	2/6/2024	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	next available		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, County Highway Engineer
Approve crack seal material purchase		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Request board approval to purchase 44,850 pounds (1 load) of Crafcro Roadsaver 515/535MN Meltable Package from White Cap LP off the MN State Contract No 229195, Contract Release B-357(5) at \$0.640/pound plus freight.

**Background Information:**

Annually the Highway Department crack seals our bituminous roadways in the spring and early summer, prior to chip sealing.

In the past we have gone out for bids on Crafcro Roadsaver 515/535MN, with White Cap LP (formerly Brock White) as the only company which provided the meltable packages. This year the State Contract price is \$0.64/pound, versus \$0.74/pound as bid in 2023.

The Highway Department has been working with this product for years and it has shown to be of high quality, and recommends it's continued use.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable  
 Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



Combining To Better Serve You

# Quotation

Date January 25, 2024

BW Sales Rep Jason Harder

Customer REDWOOD COUNTY MN

Project CRAFCO CRACK SEALANT

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State SD Zip \_\_\_\_\_

City Sioux Falls State SD Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Quote valid through 30 Days for delivery prior to \_\_\_\_\_

BW Product #	Spec Ord	Quantity	UM	Price/Unit	Total
1		44,850	PD	\$0.640	\$28,704.00
2					
3				\$2,050.00	\$2,050.00
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

Taxes: Sales Tax or other taxes are not included.

Delivery: Unless other terms are noted, all material is FOB nearest Brock White branch. Customer to unload. All promises for delivery are estimated as closely as possible. Best efforts will be made to ship within time promised, but we make no guarantee to do so.

Payment Terms: Net 10th prox. Subject to approval of the Brock White's Credit Department. Brock White is a material supplier, not a subcontractor, we will not accept a contract calling for a retainer. A service charge of 1-1/2% per month will be added to all bills not paid in 30 days. This amounts to an annual service charge of 18% a year.

Field Measurement: By others

Other Terms: Brock White's standard terms and conditions apply, a copy of which will be provided upon request. This quote is subject to acceptance within 30 days, unless otherwise noted on the quote.

Non-Stock/Special Orders: Accepted with the understanding that cancellation cannot be made after the order has been placed. Excess material or material ordered by mistake may not be returned. Please request our return policy for additional information.

Accepted: \_\_\_\_\_

Date: Jason Harder  
White Cap

Date: 01/25/24

**Thank you for your business!**

For questions contact Darrin Nystrom 651-398-1740

# Admin Minnesota **Office of State Procurement**

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2800, Fax: 651.297.3996  
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

## CONTRACT RELEASE: B-357(5)

**DATE:** NOVEMBER 6, 2023

**PRODUCT/SERVICE:** BITUMINOUS MATERIAL & CRACK AND JOINT SEALERS

**CONTRACT PERIOD:** MAY 1, 2022 THROUGH APRIL 30, 2024

**EXTENSION OPTIONS:** UP TO 36 MONTHS

**ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS):** STACI STOERZINGER

**PHONE:** 651.201.2451

**E-MAIL:** [staci.stoerzinger@state.mn.us](mailto:staci.stoerzinger@state.mn.us)

**WEB SITE:** [www.mn.gov/admin.osp/](http://www.mn.gov/admin.osp/)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
BITUMINOUS MATERIAL - VARIOUS	VARIOUS	NET 30	FOR PICK UP ONLY
CRACK AND JOINT SEALERS - VARIOUS	VARIOUS	NET 30	FOR PICK UP OR DELIVERY

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

**STATE AGENCY CONTRACT USE.** State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. A copy of all orders must be submitted to the Contract Vendor via fax, email, or US mail.

**COOPERATIVE PURCHASING VENTURE (CPV) MEMBER ORDERING INSTRUCTIONS.** This Contract is available to all CPV members per Minn. Stat. § 16C.03, subd. 10 and Minn. Stat. § 471.59, subd. 1. For more information on the Cooperative Purchasing Venture Program, see State web site: <https://mn.gov/admin/osp/other-purchasers/cpv/>. CPV member must inform the Contract Vendor they are utilizing the State Contract to ensure correct pricing. Orders are to be placed directly with the Contract Vendor and must identify this Contract Release, A-234(5), and the Contract Vendor's specific contract number.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

## **SPECIAL TERMS AND CONDITIONS**

**SCOPE.** The purpose of these Contracts is for furnishing bituminous materials to be picked up and crack and joint sealer materials to be picked up or delivered to all requesting State of Minnesota Agencies and Cooperative Purchasing Venture (CPV) members, on an as needed basis.

**PURCHASES.** State agencies and CPV Members may purchase bituminous material and or crack and joint sealer for projects based on availability, cost, and location of material. Ordering entities should call ahead prior to issuing a purchase order to ensure that Contract Vendors have adequate material inventory available for pick up. The Contract Vendor may not be able to furnish all requested material if specified materials are unavailable due to current inventory, plant schedule, or plant closure.

State agencies or CPV Member trucks or contract for truck hauling services may to pick up crack filler and joint sealer or may have the material delivered per the Contract Vendor(s) price list.

State agencies or CPV Member trucks are required to pick up the bituminous materials. State agencies and CPV Members without trucks will be required to use their delegated local purchasing authority to

**PICKUP.** Daytime pickup will be 6:30 AM through 4:30 PM Monday through Friday.

**NIGHT TIME PICKUP (IF APPLICABLE).** Contact Vendors have indicated which product, if any, will be available for night time pickup. Please verify with each applicable Contract Vendor instructions for night time pick up.

**BUYING "OFF CONTRACT".** This Contract does not prohibit the State agencies and CPV Members from using their delegated local purchasing authority to procure similar goods and services from other Vendors. The State reserves the right to solicit pricing for individual projects.

**PRICES.** Prices are firm through the entire contract period. At no time should the ordering entity pay more than the Contract price. Agencies and CPV Members must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

**PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

**VERIFYING THE CONTRACT PRICES.** The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.



## SPECIFICATION REQUIREMENTS FOR BITUMINOUS MATERIAL

All bituminous material items shall comply with the latest specifications per the Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction - 2020 Edition, available online at <http://www.dot.state.mn.us/pre-letting/spec/index.html> and the Wisconsin Department of Transportation Standard Specifications available online at <https://wisconsin.dot.gov/Pages/doing-business/eng-consultants/cnst-rsrcs/rdwy/stndspec.aspx>. Specification sections for each material type on the Price Schedules are included below for convenience

### 2231 - BITUMINOUS SURFACE RECONDITIONING

#### 2231.1 DESCRIPTION

This work consists of reconditioning the existing pavement surface before constructing a bituminous overlay or surfacing courses.

#### 2231.2 MATERIALS

##### **A Bituminous Patching Mixture**

Provide bituminous patching material matching the type of material used in the first layer of bituminous surfacing placed on the reconditioned surface.

##### **B Mixture for Joints and Cracks**

Provide a mixture for joints and cracks consisting of a prepared mix of fine aggregate and bituminous material in accordance with the following requirements:

Table 2231.2-1 Joint and Cracks Mixture Requirements	
Material	Requirement
1/2 inch Sieve	100*
No. 8 Sieve	45 – 80*
No. 200 Sieve	2.0 – 7.0*
Aggregate spall	< 5 percent
Bituminous Material	6.5 – 7.0†

\* Percent passing requirement.  
 || Match PG grade to grade used on first lift of plant mixed asphalt.  
 † Percent by weight.

##### **C Joint and Crack Filler**

Provide joint and crack filler in accordance with the special provisions.

### 2357 - BITUMINOUS TACK COAT

#### 2357.1 DESCRIPTION

This work consists of applying bituminous material (emulsion or cutback asphalt) on a bituminous or concrete pavement prior to paving a new lift of Plant Mixed Asphalt.

#### 2357.2 MATERIALS

##### **A Bituminous Material 3151**

The bituminous material for tack coat will be limited to one of the following kinds of emulsified asphalt. Use of medium cure cutback asphalt (MC-250) is allowed during the early and late construction season when it is anticipated the air temperature may drop below 32 degrees Fahrenheit.

Allowable grades are as follows:

**Emulsified Asphalt**

AASHTO M 208, "Standard Specification for Cationic Emulsified Asphalt," dilution of the emulsion to 7 parts emulsion to 3 parts water is only allowed by the supplier. No field dilution is allowed. The storage tank for diluted emulsion must have a recirculation system or agitator that will prevent settlement or separation of the Material.

Table 2357-1 Residual Asphalt Content		
Emulsion	Minimum Residual Asphalt Content	
	Undiluted	Diluted (7:3)
CSS-1 or CSS-1h	57%	40%

**Cutback Asphalt**

Medium Cure Liquid Asphalt MC-250

Use only sources listed on the Approved/Qualified Products List for "Asphalt Products."

**2357.3 CONSTRUCTION REQUIREMENTS**

**A Restrictions**

Conduct tack coat operations in a manner that offers the least inconvenience to traffic. Maintain movement in at least one direction at all times without pickup or tracking of the bituminous material.

Do not apply the tack coat when the road surface or weather conditions are unsuitable as determined by the Engineer. Limit the daily application of tack coat to approximately the area on which construction of the subsequent bituminous course can reasonably be expected to be completed that day.

**B Equipment**

Apply the bituminous material with a distributor meeting the requirements of 2360.3.B.2.d.

**C Road Surface Preparations**

Remove all foreign matter on the road surface before applying tack coat and dispose of as approved by the Engineer.

Apply the bituminous tack coat material to a dry and clean roadway surface. All necessary repairs or reconditioning must have been completed as provided for in the Contract and approved by the Engineer.

**D Application of Bituminous Tack Coat Material**

Unless otherwise indicated in the Plans or provisions, apply the bituminous tack coat material within the application rates shown below in Table 2357.3-1, as based on pavement type or condition and type of bituminous material. **Dilution of asphalt emulsion in the field is not allowed.**

Before placing an abutting bituminous course, provide a uniform coating of liquid asphalt or emulsified asphalt to the contact surfaces of all fixed structures and at the edge of the in-place mixture in all courses at transverse joints and in the final wearing course at longitudinal joints.

All tack coat must break and turn from brown to black, before paving the subsequent lift or course. Do not allow vehicles to drive on tack that has not broken.

Apply a uniform tack coat to the existing asphalt or concrete surface and to the surface of each course or lift constructed, except for the final course or lift. Tack each lift when placing multiple lifts in the same day. Uniform application will not have streaks (corn rows), bare spots, puddles, or other irregular patterns. The Engineer will compare the freshly sprayed emulsion to a brown sheet of construction paper or a black sheet of construction paper for broken tack coat to determine conformance with tack coat application uniformity.

Using a distance of 1,000 feet perform a yield check at the beginning of each project to verify the application rate is correct. The Engineer may require additional yield checks be performed if the application rate is questioned.

The Engineer may also require the Contractor to verify application is within 10% of the intended application rate by ASTM D2995, Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors, test method A.

<b>Table 2357.3-1 Tack Coat Application Rates</b>			
<b>Surface Type</b>	<b>Application Rates - gallon/square yard</b>		
	<b>Undiluted Emulsion</b>	<b>Diluted Emulsion (7:3)*</b>	<b>MC Cutback †</b>
New Asphalt	0.04 to 0.06	0.06 to 0.09	0.05 to 0.07
Old Asphalt† and PCC	0.05 to 0.09	0.075 to 0.135	0.09 to 0.11
Milled Asphalt and Milled PCC	0.06 to 0.09	0.09 to 0.135	0.09 to 0.11
<b>Notes:</b> * As provided by the asphalt emulsion supplier (see 2357.2A, "Bituminous Material") † Use when approved by the Engineer † Older than 1 year			

**E Bituminous Temperature**

The application temperature of the bituminous material will be:

CSS-1, CSS-1H 70 to 160° F  
 MC-250 165 to 220° F

**F Bituminous Sampling**

Sample asphalt emulsion from either the spigot or a nozzle on the distributor according to the schedule of materials control.

**G Pedestrian Crossings**

Spread sand on newly tacked surfaces at regularly utilized and open for public use pedestrian crossings.

**H Acceptance of Tack Material**

The Engineer will address failures related to 3151, "Bituminous Material," in accordance with 2357.5A, "Monetary Adjustments." Deficiencies related to workmanship or application will be addressed in accordance with 1512, "Unacceptable and Unauthorized Work."

**2357.4 METHOD OF MEASUREMENT**

Bituminous material used for tack coat will be measured by volume at 60° F...

**2357.5 BASIS OF PAYMENT**

Payment for the accepted quantity of asphalt emulsion and cutback shall be at the Contract price per unit of measure. The cost of providing and applying sand at pedestrian crossings will be incidental.

Payment for the tack coat will be made on the basis of the following schedule:

<b>Item No:</b>	<b>Item:</b>	<b>Unit:</b>
2357.506	Bituminous Material for Tack Coat	Gallon

If the contract does not contain a pay item for Bituminous Material for Tack Coat, the cost will be incidental to the project work with no direct compensation made.

**2360 PLANT MIXED ASPHALT PAVEMENT**

**2360.1 DESCRIPTION**

This work consists of constructing plant mixed asphalt pavement on a prepared surface. Plant mixed asphalt pavement designed according to a gyratory mix design method for use as a pavement surface.

**A Mixture Designations**

The Department will designate the mixture for asphalt mixtures in accordance with the following:

- (1) The first two letters indicate the mixture design type:  
(1.1) SP = Gyratory Mixture Design.
- (2) The third and fourth letters indicate the course:  
(2.1) WE = Wearing and shoulder wearing course, and  
(2.2) NW = Non-wearing Course.
- (3) The fifth letter indicates the maximum aggregate size:  
(3.1) A = ½ in [12.5mm], SP 9.5,  
(3.2) B = ¾ in [19.0mm], SP 12.5,  
(3.3) C = 1 in [25.0mm], SP 19.0, and  
(3.4) D = ¾ in [9.5mm], SP 4.75.
- (4) The sixth digit indicates the Traffic Level (ESAL's × 10<sup>6</sup>) in accordance with Table 2360-1, "Traffic Levels".

<b>Table 2360-1 Traffic Levels</b>	
Traffic Level	20 Year Design ESALs
2 *	< 1
3	1 – < 3
4	3 – < 10
5	10 – ≤ 30
6	>30 (See SMA Provision)
NOTE: The requirements for gyratory mixtures in this specification are based on the 20 year design traffic level of the project, expressed in Equivalent Single Axle Loads (ESAL's) 1 × 10 <sup>6</sup> ESALs	
* AADT < 2,300	
AADT > 2,300 to < 6,000	

- (5) The last two digits indicate the air void requirement:  
(5.1) 40 = 4.0 percent for wear mixtures, and  
(5.2) 30 = 3.0 percent for non-wear and shoulder.
- (6) The letter at the end of the mixture designation identifies the asphalt binder grade in accordance with Table 2360.1-2, "Asphalt Grades".

<b>Table 2360.1-2 Asphalt Grades</b>	
Letter	Grade
A	PG 52S – 34
B	PG 58S – 28
C	PG 58H – 34
E	PG 58H – 28
F	PG 58V – 34
H	PG 58V – 28
I	PG 58E – 34
L	PG 64S – 22
M	PG 49S – 34

Ex: Gyrotory Mixture Designation -- SPWEB540E (Mix Design Type, Course, Aggregate Size, Traffic Level, Voids, Binder)

## 2360.2 MATERIALS

### A Aggregate

Use aggregate materials in accordance with 3139

### B Asphalt Binder Material

-----3151

### C Additives

The Department defines additives as material added to an asphalt mixture or material that does not have a specific pay item.

Do not incorporate additives into the mixture unless approved by the Engineer. Add anti-foaming agents to asphalt cement at the dosage rate recommended by the manufacturer. The Contractor may add mineral filler in quantities no greater than 5 percent of the total aggregate weight. The Contractor may add hydrated lime in quantities no greater than 2 percent of the total aggregate weight. Do not add a combination of mineral filler and hydrated lime that exceeds 5 percent of the total aggregate weight. Use methods for adding additives as approved by the Engineer.

#### C.1 Mineral Filler

-----AASHTO M 17

##### C.1.a Mineral Filler -- Hydrated Lime

Provide hydrated lime for asphalt mixtures with no greater than 8 percent unhydrated oxides (as received basis) and meeting the requirements of AASHTO M 216. Use a method to introduce and mix hydrated lime and aggregate as approved by the Engineer before beginning mixture production.

##### C.2 Liquid Anti-Stripping Additive (Contractor Added)

If adding a liquid anti-strip additive to the asphalt binder, complete blending before mixing the asphalt binder with the aggregate. Only use liquid anti-strip additives that ensure the asphalt binder meets the Performance Grade (PG) requirements in 3151. The Contractor may use asphalt binder with liquid anti-strip added at the refinery or the Contractor may add liquid anti-strip at the plant site. If using asphalt binder with liquid anti-strip added at the refinery, ensure the supplier tests the binder and additive blend to confirm compliance with the AASHTO M 320. If an anti-strip agent is added at the plant, the plant mixed asphalt producer is considered a supplier and the binder must conform to the requirements of 3151. Do not pave until the asphalt binder and additive blend testing results meet the criteria in 2360.2B, "Asphalt Binder Material".

##### C.2.a Mixture Requirements at Design

Design the mixture with the same asphalt binder supplied to the plant site using mixture option 1, "Laboratory Mixture Design" or mixture option 2, "Modified Mixture Design".

Provide documentation with either design option and include the amount of anti-strip needed to meet the minimum tensile strength requirements. Verify that the binder with the anti-strip meets the PG binder requirements for the mixture.

##### C.2.b Contractor Production Testing Requirements

Sample and test the asphalt binder and anti-strip blend daily. The Contractor may test the blend by viscosity, penetration, or dynamic shear rheometer (DSR) of the blend. If the contract requires the use of a polymer modified asphalt binder in the mixture, use the DSR as the daily QC test.

Send the Engineer and MnDOT Chemical Laboratory Director a weekly QC report summarizing the results of the daily testing.

Perform at least one test bi-weekly per project to ensure the binder and anti-strip blend meets the requirements of AASHTO M 320. Send the test results to the Engineer and MnDOT Chemical Laboratory Director.

Provide asphalt binder and anti-strip blend field verification samples in accordance with 2360.2G.7, "Production Test".

**C.2.c Liquid Anti-Strip Additive Metering System**

Include a liquid anti-strip flow meter and an anti-strip pump with the metering system. Connect the flow meter to the liquid anti-strip supply to measure and display only the anti-strip being fed to the asphalt binder.

Position the meter readout so that the inspector can easily read it.

Provide means to compare the flow meter readout with the calculated output of the anti-strip pump.

Provide a system that displays the accumulated anti-strip quantity being delivered to the mixer unit in gallons [liters] to the nearest gallon [liter] or in units of tons [metric tons] to the nearest 0.001 ton [0.001 tonnes].

Calibrate and adjust the system to maintain an accuracy of  $\pm 1$  percent.

Calibrate each plant set-up before producing the mixture.

"Stick" the anti-strip tank at the end of the day's production to verify anti-strip usage quantities. The Engineer may require "sticking" on a daily basis.

Ensure the system has a spigot for sampling the binder and anti-strip after blending.

Use alternative blending and metering systems only when pre-approved by the Engineer.

**C.3 Coating and Anti Stripping Additive .....3181**

**C.4 Warm Mix Asphalt (WMA)**

WMA is allowed on all projects. Any mix that is produced at temperatures 30°F or lower than typical HMA mixing temperature of the asphalt binder, as defined by the asphalt supplier, is considered as WMA. The WMA can be manufactured through use of foamed asphalt and/or chemical additive processes. Notify the Engineer in advance of using any WMA additive or process. When chemical additives are used, provide the plant mixing and the laboratory mixing and compaction temperatures as recommended by the manufacturer of the additive.

**D Bituminous Tack Coat .....2357**

**E Mixture Design**

**E.1 Submittal Location**

Submit documentation and sample aggregate materials for review to the District Materials Laboratory.

**E.2 Aggregate Quality**

Provide aggregate in accordance with 3139.2.

**E.3 Restrictions**

Do not add aggregates and materials not included in the original mixture submission unless otherwise approved by the Engineer.

**E.4 Responsibility**

Design a gyratory mixture that meets the requirements of this specification in accordance with the following:

- (1) MnDOT Laboratory Manual Method 1820,
- (2) The Asphalt Institute's Superpave Mix Design Manual SP-2 (Use a 2 h short term aging period for volumetric),  
and
- (3) The Laboratory Manual.

**E.5 Type of Mixture Design Submittal**

**E.5.a Option 1 — Laboratory Mixture Design**

**E.5.a (1) Aggregate**

Submit the aggregate samples for option 1, at least 15 working days before beginning production samples for quality testing. At least 30 calendar days before beginning asphalt production, submit samples of aggregates that require the magnesium sulfate soundness test to the District Materials Laboratory. Test the samples for quality of each source, class, type, and size of virgin and non-asphaltic salvage aggregate source used in the mix design. Retain a companion sample of equal size until the Department issues a Mixture Design Report. Provide 24 h notice of intent to sample aggregates to the Engineer. Provide samples in accordance with the following:

<b>Classification</b>	<b>Sieve</b>	<b>Weight</b>
Virgin	Retained on No. 4	80 lb
Virgin	Passing No. 4	35 lb
Recycled asphalt pavement (RAP)	—	80 lb
Recycled asphalt shingles (RAS)	—	10 lb sample of representative RAS material

**E.5.a (2) Mixture Sample**

At least 7 working days before the start of asphalt production, submit the proposed Job Mix Formula (JMF) in writing and signed by a Level II Quality Management mix designer for each combination of aggregates to be used in the mixture. Include test data to demonstrate conformance to mixture properties as specified in Table 2360.2-4, "Mixture Requirements", and 3139.2, "Bituminous Aggregates". Use forms approved by the Department for the submission.

Submit an uncompacted mixture sample plus briquettes, in conformance with the JMF, compacted at the optimum asphalt content and required compactive effort for laboratory examination and evaluation. Provide a mixture sample size and the number of compacted briquettes and in accordance with the following:

<b>Item</b>	<b>Gyratory Design</b>
Uncompacted mixture sample size	75 lb
Number of compacted briquettes	2

**E.5.a (3) Tensile Strength Ratio Sample**

At least 7 days before actual production, submit sample to the District Materials Laboratory for verification of moisture sensitivity retained tensile strength ratio (TSR). The Engineer may test material submitted for TSR verification for maximum specific gravity  $G_{mm}$  compliance in addition to TSR results. The Engineer will reject the submitted mix design if the tested material fails to meet the  $G_{mm}$  tolerance. If the Engineer rejects a mix design, submit a new mix design in accordance with 2360.2E, "Mixture Design". The Contractor may use one of the following options to verify that the TSR meets the requirements in Table 2360.2-4, "Mixture Requirements".

**E.5.a (4) Option A**

Batch material at the design proportions including optimum asphalt. Split the sample before curing and allow samples to cool to room temperature, approximately 77 °F. Submit 80 lb of mixture to the District Materials Laboratory for curing and test verification. Use a cure time of 2 h ±15 minutes at 290 °F cure time for both groups and follow procedures Laboratory Manual Method 1813.

**E.5.a (5) Option B**

Batch and cure in accordance with Option A. Compact and submit briquettes and uncompacted mixture in accordance with Table 2360.2-3, "Option B Mixture Requirements".

Table 2360.2-3 Option B Mixture Requirements	
Item	Gyratory Design
Un-compacted mixture sample size	8,200 g
Number of compacted briquettes*	6
Compacted briquette air void content	6.5 % – 7.5 %
* 6 in [150 mm] specimens.	

For both options, cure for 2 h ±15 min at 290° F meeting the requirements in the MnDOT Laboratory Manual Method 1813.

**E.5.a (6) Aggregate Specific Gravity**

Determine the specific gravity of aggregate in accordance with Laboratory Manual Methods 1204 and 1205.

**E.5.b Option 2 — Modified Mixture Design**

The Contractor may use the modified mixture design if testing shows that the aggregates meet the requirements of 3139.2 in the current construction season and if the Level II mix designer submitting the mixture design has at least 2 years' experience in mixture design. The Department will not require mixture submittal.

**E.5.b(1) Mixture Aggregate Requirements**

Size, grade, and combine the aggregate fractions in proportions that are in accordance with 3139.2A.

**E.5.b(2) JMF Submittal**

At least 2 working days before beginning asphalt production, submit a proposed JMF in writing to the District Materials Laboratory signed by a Level II Quality Management mix designer for each combination of aggregates. For each JMF submitted, include documentation in accordance with 2360.2E.5.a, "Option1 – Laboratory Mixture Design", to demonstrate conformance to mixture properties as specified in Table 2360.2-4, – Mixture Requirements, II and Table 3139.2-3, "Mixture Aggregate Requirements". Submit the JMF on forms approved by the Department.

**E.5.b(3) Initial Production Test Verification**

The Department will take a mix verification sample within the first four samples at the start of production of each mix type. The Engineer will notify the Contractor electronically when a sample is to be taken and tested for tensile strength ratio (TSR). Initial production testing will be done within the first 5,000 tons [4500 tonnes] of the start of production.

**E.6 Mixture Requirements**

The Department will base mixture evaluation on the trial mix tests and in accordance with Table 2360.2-4, "Mixture Requirements".

Table 2360.2-4 Mixture Requirements				
Traffic Level	2	3	4	5
20 year design ESALs	< 1 million	1 – 3 million	3 – 10 million	10 – 30 million
Gyratory mixture requirements:				
Gyrations for N <sub>design</sub>	40	60	90	100
% Air voids at N <sub>design</sub> , wear	4.0	4.0	4.0	4.0
% Air voids at N <sub>design</sub> , Non-wear and all shoulder	3.0	3.0	3.0	3.0
Adjusted Asphalt Film Thickness, minimum micrometer	8.5	8.5	8.5	8.5
TSR*, minimum %	75	75	80†	80†
Fines/effective asphalt	0.6 – 1.2	0.6 – 1.2	0.6 – 1.2	0.6 – 1.2
* Use 6 in [150 mm] specimens in accordance with 2360.2G.7.1, "Field Tensile Strength Ratio (TSR)".				
MnDOT minimum = 65				
† MnDOT minimum = 70				



**E.7 Minimum Ratio of Added Asphalt Binder to Total Asphalt Binder**

Control recycled materials used in mixture by evaluating the ratio of new added asphalt binder to total asphalt binder as show in Table 2360.2-5.

<b>Table 2360.2-5</b>			
<b>Requirements for Ratio of Added New Asphalt Binder to Total Asphalt Binder* min%:</b>			
Specified Asphalt Grade 2	Recycled Material		
	RAS Only	RAS + RAP	RAP Only
PG 58X <sup>3</sup> -28, PG 52S-34, PG 49-34, PG 64S-22			
Wear	70	70	70
Non-Wear	70	70	65
PG 58X <sup>3</sup> -34			
Wear & Non-Wear	80	80	80

1 The ratio of added new asphalt binder to total asphalt binder is calculated as (added binder/total binder) x 100

2 The Contractor can elect to use a blending chart to verify compliance with the specified binder grade. The Department may take production samples to ensure the asphalt binder material meets the requirements. The blending chart is on the Bituminous Office Website.

<sup>3</sup>X=S,H,V,E

**E.8 Adjusted Asphalt Film Thickness (Adj. AFT) MnDOT Laboratory Manual Method 1854**  
 Ensure the adjusted asphalt film thickness (Adj. AFT) of the mixture at design and during production meets the requirements of Table 2360.2-4, "Mixture Requirements". Base the Adj. AFT on the calculated aggregate surface area (SA) and the effective asphalt binder content.

**E.9 Documentation**

Include the following documentation and test results with each JMF submitted for review:

- (1) Names of the individuals responsible for the QC of the mixture during production,
- (2) Low project number of the contract on which the mixture will be used,
- (3) Traffic level and number of gyrations,
- (4) The following temperature ranges as supplied by the asphalt binder supplier:
  - (4.1) Laboratory mixing and compaction,
  - (4.2) Plant discharge, and
  - (4.3) Field compaction.
- (5) The percentage in units of 1 percent (except the No. 200 sieve [0.075 mm] in units of 0.1 percent) of aggregate passing each of the specified sieves (including the No. 16, No. 30, No. 50, and No. 100) for each aggregate to be incorporated into the mixture. Derive the gradation of the aggregate from the RAP after extracting the residual asphalt.
- (6) Source descriptions of the following:
  - (6.1) Location of material,
  - (6.2) Description of materials,
  - (6.3) Aggregate pit or quarry number, and
  - (6.4) Proportion amount of each material in the mixture in percent of total aggregate.
- (7) Composite gradation based on (5) and (6) above. Include virgin composite gradation based on (6) and (7) above for mixtures containing RAP/RAS.
- (8) Bulk and apparent specific gravities and water absorption (by % weight of dry aggregate). Both coarse and fine aggregate, for each product used in the mixture (including RAP/RAS). Use MnDOT Laboratory Manual Method 1204 and 1205. The tolerance allowed between the Contractor's and the Department's specific gravities are Gsb (individual) = 0.040 [+4 and -4] and Gsb (combined) = 0.020.
- (9) FHWA 0.45 power chart represented by the composite gradation plotted on Federal Form PR-1115
- (10) Test results from the composite aggregate blend at the proposed JMF proportions showing compliance with Table 3139.2-3:
  - (10.1) Coarse Aggregate Angularity,
  - (10.2) Fine Aggregate Angularity, and
  - (10.3) Flat and Elongated

- (11) Extracted asphalt binder content for mixtures containing RAP/RAS with no retention factor included.
- (12) Asphalt binder percentage in units of 0.1 percent based on the total mass of the mixture and the PG grade.
- (13) Each trial mixture design includes the following:
  - (13.1) At least 3 different asphalt binder contents (with at least 0.4 percent between each point), with at least one point at, one point above and one point below the optimum asphalt binder percentage.
  - (13.2) Maximum specific gravity for each asphalt binder content calculated based on the average of the effective specific gravities measured by using at least two maximum specific gravity tests at the asphalt contents above and below the expected optimum asphalt binder content.
  - (13.3) Test results on at least two specimens at each asphalt binder content for the individual and average bulk specific gravities, density, and heights.
  - (13.4) Percent air voids of the mixture at each asphalt binder content.
  - (13.5) Adj. AFT for each asphalt binder content.
  - (13.6) Fines to Effective Asphalt (F/A) ratio calculated to the nearest 0.1 percent.
  - (13.7) TSR at the optimum asphalt binder content.
  - (13.8) Graphs showing air voids, adjusted AFT, Gmb, Gmm and unit weight vs. percent asphalt binder content for each of the three asphalt binder contents submitted with trial mix.
  - (13.9) Evidence that the completed mixture will conform to design air voids (Va), Adj. AFT, TSR, F/Ae (Fines to effective asphalt ratio).
  - (13.10) Gyratory densification tables and curves generated from the gyratory compactor for all points used in the mixture submittal.
  - (13.11) % new asphalt binder to total asphalt binder.
- (14) The Contractor has the option of augmenting the submitted JMF with additional sand or rock. When using this option, provide samples of the aggregate for quality analysis in accordance with 2360.2E.5, "Type of Mixture Design Submittal". Also provide mix design data for two additional design points per add-material. Provide one point to show a proportional adjustment to the submitted JMF that includes 5 percent, by weight, add-material at the JMF optimum asphalt percent. Provide a second point to show a proportional adjustment to the submitted JMF that includes 10 percent, by weight, add material at the JMF optimum asphalt percent. Report the following information for each of these two points:
  - (14.1) The maximum specific gravity determined by averaging two tests,
  - (14.2) Test results showing the individual and average bulk specific gravity, density, and height of at least two specimens at the optimum asphalt binder content,
  - (14.3) Percent air voids for the mixture for each point,
  - (14.4) Fines to Effective Asphalt ratio calculated to the nearest 0.1 of a percent,
  - (14.5) Crushing of the coarse and fine aggregate,
  - (14.6) Adj. AFT, and,
  - (14.7) Up to two add materials will be allowed.

**F Mixture Design Report**

The Department will provide a Mixture Design Report consisting of the JMF. Include the following in the JMF:

- (1) Composite gradation,
- (2) Aggregate component proportions,
- (3) Asphalt binder content of the mixture,
- (4) Design air voids,
- (5) Adj. asphalt film thickness, and
- (6) Aggregate bulk specific gravity values.

Show the JMF limits for gradation control sieves in accordance with aggregate gradation broadbands shown in Table 3139.2-2, percent asphalt binder content, air voids, and Adj. AFT. If the Department issues a Mixture Design Report, this report only confirms that the Department reviewed the mixture and that it meets volumetric properties shown in Table 2360.2-4 and Table 2360.2-5. The Department

makes no guaranty or warranty, either express or implied, that compliance with volumetric properties ensures specification compliance regarding placement and compaction of the mixture.

Provide materials meeting the requirements of the aggregate and mixture design before issuing a Mixture Design Report. The Department will review two trial mix designs per mix type designated in the plan per contract at no cost to the Contractor. The Department will verify additional mix designs at a cost of \$2,000 per design.

Provide a Department - reviewed Mixture Design Report for all paving except for small quantities of material as described in 2360.3G, "Small Quantity Paving".

For city, county, and other agency projects, provide the District Materials Laboratory a complete project proposal, including addenda, supplemental agreements, change orders, and plans sheets, including typical sections, affecting the mix design before the Department begins the verification process.

## **G Mixture Quality Management**

### **G.1 Quality Control (QC)**

The Contractor will perform Quality Control (QC) as part of the production process. QC is the process control of the operations related to mixture production and determining the quality of the mixture being produced. The QC sample is the Contractor's sample taken and tested during production and used to control the production process. Provide and maintain a QC program for plant mix asphalt production, including mix design, process control inspection, sampling and testing, and adjustments in the process related to the production of an asphalt pavement.

#### **G.1.a Plant Certification**

Provide the following to obtain certification:

- (1) Completed and submitted request form application for plant inspection.
- (2) Site map showing stockpile locations.
- (3) Signed asphalt plant inspection report showing the plant and testing facility passed as documented by Asphalt Plant Inspection Report (TP 02142-02, TP 02143-02). The inspection report must also include documentation showing plant and laboratory equipment has been calibrated and is being maintained to the tolerance shown in the Bituminous Manual and sections 1200, 1800, and 2000 of the Mn/DOT Laboratory Manual.
- (4) A Department-signed Mixture Design Report (MDR) before mixture production.

#### **G.1.b Maintaining Certification**

Maintain plant certification by documenting the production and testing of the certified plant asphalt mixtures. Sample and test asphalt mixtures in accordance with this section and meeting the requirements of the Schedule of Materials Control.

##### **G.1.b(1) Annual Certification**

Perform annual certification after winter suspension.

##### **G.1.b(2) Sampling Rate**

Sample at the rate in accordance with 2360.2G.6 and the requirements of the Schedule of Materials Control.

##### **G.1.b(3) Plant Moved**

Recertify the plant if the plant moves to a new or previously occupied location.

#### **G.1.c. Plant Certification Revocation**

The Engineer may revoke certification for any of the following reasons:

- (1) If the mix does not meet the requirements of 2360.2E.6, 2360.2E.7, and 3139.2A.
- (2) If there is a failure to meet the testing rates, or
- (3) If it is determined records were falsified.

If the Engineer revokes plant certification, the Department may revoke the Technical Certification of the individual or individuals involved. The Department will maintain a list of companies with revoked certifications.

**G.2 Quality Assurance (QA)**

The Engineer will perform Quality Assurance (QA) as part of the acceptance process. QA is the process of monitoring and evaluating various aspects of the Contractor's testing as described below. The QA sample is the Department's companion sample to the Contractor's QC sample. QA testing is performed to accept the work. The Engineer will perform the following:

- (1) Conduct QA and verification sampling and testing,
- (2) Observe the QC sampling and tests,
- (3) Monitor the required QC summary sheets and control charts,
- (4) Verify calibration of QC laboratory testing equipment,
- (5) Communicate Department test results to the Contractor's personnel on a daily basis, and
- (6) Ensure Independent Assurance (IA) sampling and testing requirements are met.

If the Engineer observes that the Contractor is not performing sampling and quality control tests in accordance with the applicable test procedures, the Engineer may stop production until the Contractor takes corrective action. The Engineer will notify the Contractor of observed deficiencies promptly, both verbally and in writing.

The Engineer may obtain additional samples, at any time and location during production, to determine quality levels in accordance with 2360.2G.3, "Verification Sample".

The Department will post a chart with the names and telephone numbers for the personnel responsible for QA.

The Engineer will calibrate and correlate laboratory testing equipment in accordance with the Bituminous Manual and Laboratory Manual.

Item	Allowable Difference
Mixture bulk specific gravity ( $G_{mb}$ )	0.030
Mixture maximum specific gravity ( $G_{mm}$ )	0.019
Adjusted AFT (calculated)	1.2
Fine Aggregate Angularity, uncompacted voids (U) %	1
Coarse Aggregate Angularity, % fractured faces (%P)	15
Aggregate Individual Bulk Specific Gravity (+ No. 4 [+4.75 mm])	0.040
Aggregate Individual Bulk Specific Gravity (- No. 4 [-4.75mm])	0.040
Aggregate combined blend Specific Gravity ( $G_{cb}$ )	0.020
Tensile strength ratio (TSR), %	Table 2360.2-4
<b>Asphalt binder content:</b>	
Meter method, %	0.2
Spot check method, %	0.2
Chemical extraction methods, %	0.4
Incinerator oven, %	0.3
Chemical vs. meter, spot check, or incinerator methods	0.4
Incinerator oven vs. spot check	0.4
<b>Gradation sieve, % passing:</b>	
1 in , ¾ in , ½ in , ¾ in	6
No. 4 [4.75 mm]	5
No. 8, No. 16, No. 30	4
No. 50	3
No. 100	2
No. 200	1.2
* Test tolerances listed are for single test comparisons.	

### **G.3 Verification Sample**

The Department will take at least one randomly determined sample daily per mix type from behind the paver or from the truck box and will consider this a verification sample. The split of this sample, given to the Contractor, must be tested by the Contractor and will replace the next scheduled QC sample. Sample enough Material to accommodate retesting in case the samples fail.

The Department will perform verification testing on production tests and will include the test results on the test summary sheet and compare test results to Specification requirements. Additionally, the Department's verification test will be compared to the Contractor's verification companion to validate compliance with Table 2360.2-6.

The Contractor may access the Department's verification test results for Gmm (mixture maximum gravity), Gmb (mixture bulk gravity), air voids (calculated), asphalt binder content, within 2 Working Days from the time the sample is delivered to the District Laboratory. The Department will provide the gradation, crushing, and Adj. AFT (calculated) results to the Contractor within 3 Working Days.

If the tolerances between the Contractor's verification companion and the Department's verification sample do not meet the requirements of Table 2360.2-6, the Department will retest the Material.

If the verification sample retests do not meet tolerances:

- 1) The Department will immediately investigate the cause of the difference. This will include a review of testing Equipment, procedures, worksheets, and personnel to determine the source of the problem. The Engineer may require both the Department and Contractor to perform at least one hot-cold comparison of mixture properties as discussed below.

- 2) The Department will test all QA samples for that day and base acceptance on QC data with substitution of Department test results for those parameters out of tolerance. Volumetric properties will be recalculated if necessary. If the Adj. AFT calculation does not meet the tolerance, equalize the Department Adj. AFT result by increasing the original Department value by 0.5 microns. Use the increased Department Adj. AFT for the individual Adj. AFT result and to calculate the moving average Adj. AFT results. The increased Department Adj. AFT will form the basis for acceptance.

Cease mixture production and placement if reestablished test results do not meet tolerances within 48 hours. Resume production and placement only after meeting the tolerances. The process for dispute resolution is available on the Bituminous Office website.

If the Engineer analyzes the data using statistical methods for determination of bias and finds a bias in the test results, the Engineer will specify which results to use. If through analysis of data, it is determined that there is a bias in the test results, the Engineer will determine which results are appropriate and will govern.

#### **G.3.a Hot-Cold Comparison**

To perform a hot-cold comparison, split the sample into three representative portions. The Engineer will observe the Contractor testing. The Contractor will compact and determine mix properties from one portion while still hot. Apply additional heating to raise the temperature of the sample to compaction temperature if necessary. Allow the second and third portions to cool to air temperature. One portion will be reheated and tested by the Department and the other portion will be reheated and tested by the Contractor. On the same day and at the same time as the District Materials Laboratory, reheat mix samples to 160°F to allow splitting of the sample into representative fractions for the various tests. Do not overheat the mixture portions used for testing maximum specific gravity. Heat samples to compaction temperature and compact.

Develop a calibration factor to compare the specific gravity of the hot compacted samples to reheated compacted samples. Use at least two gyratory specimens for each test. The Engineer or the Contractor may request that this test be repeated.

#### **G.4 Contractor Quality Control**

##### **G.4.a Personnel**

Submit an organizational chart listing the names and phone numbers of individuals and alternates responsible for the following:

- (1) Mix design,
- (2) Process control administration, and
- (3) Inspection.

Provide QC technicians certified as a Level I Bituminous Quality Management (QM) Tester meeting the requirements of the MnDOT Technical Certification Program for QC testing and Level II Bituminous QM Mix Designer to make process adjustments. Provide at least one person per paving operation certified as a Bituminous Street Inspector.

Provide a laboratory with equipment and supplies for Contractor quality control testing and maintain with the following:

- (1) Up-to-date equipment calibrations and a copy of the calibration records with each piece of equipment,
- (2) Telephone,
- (3) Fax and copy machine; however, the Engineer may waive the requirement to have a fax machine if internet and email are available,
- (4) Internet and Email,
- (5) Computer,
- (6) Printer, and
- (7) Microsoft Excel, version 2013 or newer

Laboratory equipment need to meet the requirements listed in Section 400 of the Bituminous Manual, Laboratory Manual, and these specifications, including having extraction capabilities. Before beginning production, the laboratory equipment needs to be calibrated and operational.

Calibrate and correlate all testing equipment in accordance with the Bituminous Manual and Laboratory Manual. Keep records of calibration for each piece of testing equipment in the same facility as the equipment.

##### **G.4.b Sampling and Testing**

Take QC samples at random tonnage or locations, quartered from a larger sample of mixture. Sample randomly and in accordance with the Schedule of Materials Control. Determine random numbers and tonnage or locations using the Bituminous Manual, Section 720.4, or ASTM D3665, Standard Practice for Random Sampling of Construction Materials, Section 5, or, an Engineer approved alternate method of random number generation. Sample either behind the paver or from the truck box at the plant site. Other sampling locations can be approved by the Engineer. The Contractor must decide and notify the Engineer where samples will be taken before production begins. The Contractor and Engineer must both agree to a change of sampling location once production has begun. The procedure for truck box sampling is on the Bituminous Office website. The Contractor will obtain at least a 130 pound sample. Split the sample in the presence of the Inspector. When truck box sampling and testing is performed at the plant site, in order to account for asphalt absorption, the sample needs to be kept heated at the compaction temperature for 30 minutes before splitting and batching into test portions. The Inspector will retain possession of the portion of each split sample that is taken. Store compacted mixture specimens and loose mixture companion samples for 10 Calendar Days. Label these split companion samples with companion numbers.

If coarse and fine aggregate angularity are not evaluated for every QC sample retain the extracted gradation samples for the respective QC samples for additional testing. Keep the aggregate samples in containers with field identification labels for a period of 10 calendar days. The Engineer will identify which extracted gradation sample is the Verification Companion and whether it is to be tested for coarse and fine aggregate angularity.

**G.5 Production Test Requirements**

Determine the planned tonnage [metric tons] for each mixture planned for production during the production day. Divide the planned production by 1,000 and round to the next highest whole number. The result is the number of production tests required for the mixture. Table 2360.2-8, "Production Testing Rates" shows the required production tests.

Split the planned production into even increments and select sample locations as described above. If actual tonnage is greater than the planned tonnage, repeat the calculation above and provide additional tests if the calculation results in a higher number of production tests. During production, the Department will not require mixture volumetric property tests if mix production is no greater than 300 ton [270 tonne]. Provide production tests if the accumulative weight on successive days is greater than 300 ton [270 tonne].

If there is a choice of more than one MnDOT approved test procedure, select one method at the beginning of the project with the approval of the Engineer and use that method for the entire project. The Contractor and Engineer may agree to change test procedures during the construction of the project.

**G.5a Establishing an Ignition Oven Correction Factor MnDOT Lab. Manual 1853 Appendix**

On the first day of production, for each mixture type, both the Contractor and the Agency will establish an ignition oven correction factor from the produced mixture. Re-establish correction factors when:

There are aggregate or RAP substitutions

There are 3 or more tolerance failures on the extracted asphalt content between the Agency and the Contractor as defined by Table 2360.2-6, "Allowable Differences between Contractor and Department Test Results".

**G.6 Production Testing Rates**

**G.6.a Start –Up**

At the start of production, for the first 2,000 ton [1,800 tonne] of each mix type, perform testing at the following frequencies:

<b>Table 2360.2-7 Production Start-Up Testing Rates</b>		
<b>Production Test</b>	<b>Laboratory Manual Method</b>	<b>Section</b>
Bulk Specific Gravity	1806	2360.2G.7.b, "Gyratory Bulk Specific Gravity, Gmb"
Maximum Specific Gravity	1807	2360.2G.7.c, "Maximum Specific Gravity, Gmm"
Air Voids (calculated)	1808	2360.2G.7.d, "Air Voids – Individual and Isolated (Calculation)"
Asphalt Content	1853	2360.2G.7.a, "Asphalt Binder Content"
Add AC/Total AC Ratio (calculated)	1853	2360.2G.7.a, "Asphalt Binder Content"
Adj. AFT (Calculated)	1854	2360.2G.7.b, "Gyratory Bulk Specific Gravity, Gmb"
Gradation	1203	2360.2G.7.f, "Gradation – Blended Aggregate"
Coarse Aggregate Angularity	1214	2360.2G.7.g, "Coarse Aggregate Angularity"
Fine Aggregate Angularity (FAA)	1206	2360.2G.7.h, "Fine Aggregate Angularity"
Fines to Effective Asphalt Ratio (calculated)	1203 & 1853	2360.2G.7.f, "Gradation – Blended Aggregate" & 2360.2G.7.a, "Asphalt Binder Content"

**G.6.b Production**

After producing the first 2,000 ton of each mix type test at the following frequencies:

<b>Table 2360.2-8 Production Testing Rates</b>		
<b>Production Test</b>	<b>Test Reference</b>	<b>Section</b>
Bulk Specific Gravity	<i>Laboratory Manual Method 1806</i>	2360.2G.7.b, "Gyratory Bulk Specific Gravity, Gmb"
Maximum Specific Gravity	<i>Laboratory Manual Method 1807</i>	2360.2G.7.c, "Maximum Specific Gravity, Gmm"
Air Voids (calculated)	<i>Laboratory Manual Method 1808</i>	2360.2G.7.d, "Air Voids – Individual and Isolated (calculation)"
Asphalt Content	<i>Laboratory Manual Method 1853</i>	2360.2G.7.a, "Asphalt Binder Content"
Add AC/Total AC Ratio (calculated)	<i>Laboratory Manual Method 1853</i>	2360.2G.7.a, "Asphalt Binder Content"
Adj. AFT (Calculated)	<i>Laboratory Manual Method 1854</i>	2360.2G.7.e, "Adjusted Asphalt Film Thickness (AFT)(Calculation)"
Gradation	<i>Laboratory Manual Method 1203</i>	2360.2G.7.f, "Gradation – Blended Aggregate"
Coarse Aggregate Angularity	<i>Laboratory Manual Method 1214</i>	2360.2G.7.g, "Coarse Aggregate Angularity"
Fine Aggregate Angularity (FAA)	<i>Laboratory Manual Method 1206</i>	2360.2G.7.h, "Fine Aggregate Angularity"
Fines to Effective Asphalt Ratio (calculated)	<i>Laboratory Manual Methods 1203 &amp; 1853</i>	2360.2G.7.f, "Gradation – Blended Aggregate" & 2360.2G.7.a, "Asphalt Binder Content"
TSR	<i>Laboratory Manual Method 1813</i>	2360.2G.7.i, "Field Tensile Strength Ratio (TSR)"
Aggregate Specific Gravity	<i>Laboratory Manual Methods 1204, 1205, and 1815</i>	2360.2G.7.j, "Aggregate Specific Gravity (Gsb)"
Mixture Moisture Content	<i>Laboratory Manual Method 1855</i>	2360.2G.7.k, "Moisture Content"
Asphalt Binder	<i>Bituminous Manual 720.2</i>	2360.2G.7.l, "Asphalt Binder Samples"

**G.7 Production Tests**

**G.7.a Asphalt Binder Content**

Spotchecks are required only when the Engineer has waived the requirements of 2360.2G.8 relating to furnishing a computerized printout of the plant blending control system. A minimum of 1 spotcheck per day per mixture blend is required to determine the new added asphalt binder.

Use an incinerator oven meeting the requirements of the Laboratory Manual Method 1853. Do not use the incinerator oven if the percentage of Class B material is greater than 50 percent within the composite blend, unless the Contractor determines a correction factor approved by the Engineer.

Perform chemical extraction meeting the requirements of Laboratory Manual Method 1851 or 1852.

**G.7.b Gyratory Bulk Specific Gravity, Gmb**

Use two specimens to determine gyratory bulk specific gravity meeting the requirements of Laboratory Manual Method 1806. Set Gyratory to an internal angle of  $1.16^\circ \pm 0.02^\circ$  according to AASHTO TP 71.

**G.7.c Maximum Specific Gravity, Gmm**

Determine maximum specific gravity meeting the requirements of Laboratory Manual Method 1807.



**G.7.d Air Voids – Individual and Isolated (Calculation)**

Calculate the individual and isolated air voids meeting the requirements of Laboratory Manual Method 1808. Use the maximum mixture specific gravity and corresponding bulk specific gravity from a single test to calculate the isolated air voids. Use the maximum specific gravity moving average and the bulk specific gravity from a single test to calculate the individual air voids.

Compact gyratory design to  $N_{design}$  in accordance with Table 2360.2-4, "Mixture Requirements for the specified traffic level".

**G.7.e Adjusted Asphalt Film Thickness (AFT) (Calculation)**

Calculate the Adj. AFT meeting the requirements of the Laboratory Manual Method 1854.

**G.7.f Gradation – Blended Aggregate**

Determine the gradation of blended aggregate sample, from an extracted bituminous mixture, meeting the requirements of Laboratory Manual Method 1203.

**G.7.g Coarse Aggregate Angularity**

Test the Coarse Aggregate Angularity (CAA) meeting the requirements of Laboratory Manual Method 1214 to determine the CAA on composite blend from aggregates used in production of hot mix asphalt. Ensure CAA test results meet the requirements in accordance with Table 3139.2-3.

The Contractor may test mixtures containing virgin aggregates from composite belt samples. Test mixtures containing RAP from extracted aggregates taken from standard production samples. Test the percentage of fractured faces of the composite aggregate blend less than 100 percent twice a day for each mixture blend for at least two days, then one test per day if the test samples meet the CAA requirements. If the CAA crushing test results are greater than 8 percent of the requirements, take one sample per day and perform one test per week.

**G.7.h Fine Aggregate Angularity**

Use Laboratory Manual Method 1206 to test the composite blend from aggregates used in production of asphalt mixtures for Fine Aggregate Angularity (FAA) meeting the requirements of Table 3139.2-3. The Contractor may test mixtures that contain virgin aggregates from composite belt samples. Test mixtures that contain RAP from extracted aggregates taken from standard production samples. Perform two tests per day for each mixture blend for at least two days to test the percentage of uncompacted voids from the composite aggregate blend, then one test per day if the samples meet FAA requirements. If FAA test results are greater than 5 percent of the requirement, take one sample per day and one test per week.

**G.7.i Field Tensile Strength Ratio (TSR) Laboratory Manual Method 1813**

If the Engineer requires sampling and testing of the mixture to verify tensile strength ratio (TSR), both the Contractor and the Department will be required to test these samples within 72 hours after sampling. The Contractor shall obtain a sample weighing at least 110 lb [50 kg] and split the sample in half to provide a sample for the Department and the Contractor. Label the Department companion of this split with the following information:

- (1) Date,
- (2) Time,
- (3) Project number, and
- (4) Cumulative tonnage to date.

After the sample is split and labeled, give the Department's companion sample to the Department Street Inspector or Plant Monitor or to the Materials Engineer within 24 hours of sampling as directed by the Engineer. When using Option 2, obtain the sample within the first 5,000 ton of plant mixed asphalt produced or by the second day of production, whichever comes first, to verify tensile strength ratio (TSR). Take mixture samples from the windrow or truck box. Provide a 6 in [150 mm] specimen for gyratory design. The Contractor may test the sample at a permanent lab site or a field lab site. Refer to Table 2360.2-9, "Mixture Type, Minimum TSR", for the minimum acceptable TSR values for production. Stop production immediately if the material does not meet minimum TSR requirements. Do not resume production until after adding anti-strip to the asphalt binder. Determine the responsible party for the cost of the anti-strip in accordance with the Department and Contractor TSR values in Table 2360.2-10. If

the Department is responsible for the cost of the anti-strip, the Department will only pay for the cost of the anti-strip for mixtures placed on that project. The Department will not pay for delay costs associated with making changes related to this testing.

Traffic Level 2 – 3, %		Traffic Level 4 – 5, %	
Contractor	Department	Contractor	MnDOT
75	65	80	70

Gyratory Level	Contractor TSR	MnDOT TSR	Responsibility
2 – 3	≥ 75	≥ 65	No anti-strip required
		< 65	Contractor
	< 75	≥ 65	Department
		< 65	Contractor
4 – 5	≥ 80	≥ 70	No anti-strip required
		< 70	Contractor
	< 80	≥ 70	Department
		< 70	Contractor

Take another sample and test within the first 500 ton after production resumes. Stop production if the retest fails to meet the minimum specified value. Discuss a proposal to resolve the problem with the Engineer before resuming production. Do not operate below the specified minimum TSR if at least 2 successive tests fail the TSR requirements.

A new sample and retest is automatically required if a proportion changes by greater than 10 percent from the currently produced mixture for a single stockpile aggregate or the Engineer directs the Contractor to sample and retest.

**G.7.j Aggregate Specific Gravity ( $G_{sb}$ ) Laboratory Manual Methods 1204, 1205, 1815**

Sample and test aggregate stockpiles to verify aggregate specific gravity if directed by the Engineer in conjunction with the District Materials Engineer. Provide 90 lb representative stockpile samples for each aggregate component. Split samples in half to provide material for both the Department and the Contractor. Label the Department companion with the following information:

- (1) Date,
- (2) Time,
- (3) Project number, and
- (4) Approximate cumulative tonnage to date.

Give the Department companion to the Department Street Inspector or Plant Monitor immediately after splitting or to the Materials Engineer within 24 hours of sampling as directed by the Engineer. The Materials Engineer will compare the aggregate specific gravity results to the Contractor's values on the current Mix Design Report. If the results deviate beyond the tolerance in accordance with Table 2360.2-6, "Allowable Differences between Contractor and Department Test Results", the Materials Engineer will notify the Contractor and issue a new Mix Design Report with the current specific gravity results. Base new mixture placed after receiving notification of new specific gravity values on the Department results. The Engineer will notify the Contractor regarding new specific gravity values. The dispute resolution procedure for aggregate specific gravity is on the Bituminous Office website.

**G.7.k Moisture Content Laboratory Manual Method 1855**

Provide a mixture with moisture content no greater than 0.3 percent. Measure moisture content in the mixture behind the paver or, if approved by the Engineer, in the truck box. Sample and test as directed by the Engineer. Store the sample in an airtight container. Do not perform microwave testing.

Do not provide plant mixed asphalt with a moisture content greater than 0.3 percent.

**G.7.1 Asphalt Binder Samples**

Obtain asphalt binder samples from a sampling valve located between the pump and the drum. Sample each type of asphalt binder used in mixture production after 50 tons of mixture has been produced, then sample at a rate of one per 250,000 gal. A minimum of 1 gallon of binder must be drawn and wasted from the sampling valve before the actual sample is drawn. For batch plants, obtain the asphalt binder sample from the weigh pod. Provide a 1 qt sized sample. The Inspector will monitor the sampling the Contractor performs. Record sample information on an Asphalt Sample Identification Card. Submit the sample to the Central Materials Laboratory. Contact the Department Chemical Laboratory Director for disposition of failing asphalt binder samples.

**G.8 Documentation**

Maintain documentation, including test summary sheets and control charts, on an ongoing basis. Maintain a file of gyratory specimen heights for gyratory compacted samples and test worksheets. File reports, records, and diaries developed during the work as directed by the Engineer. These documents become the property of the Department.

Number test results in accordance with the MDR and record on forms approved and provided by the Department.

**G.8.a Production Test Results**

Send production test results on test summary sheets to the District Materials Laboratory and to other sites as directed by the Engineer by 11 AM of the day following production by facsimile, or e-mail when approved by the Engineer.

Include the following production test results and mixture information on the Department approved test summary sheet:

- (1) Percent passing on all sieves in accordance with Table 3139.2-2 (including No. 16, No. 30, No. 50, No. 100),
- (2) Coarse and fine aggregate crushing,
- (3) Maximum specific gravity ( $G_{mm.}$ ),
- (4) Bulk specific gravity ( $G_{mb}$ ),
- (5) Percent total asphalt binder content ( $P_b$ ),
- (6) New added asphalt binder content,
- (7) Ratio of % new added asphalt binder to total asphalt binder,
- (8) Calculated production air voids ( $V_a$ ),
- (9) Calculated adjusted AFT (Adj. AFT),
- (10) Composite aggregate specific gravity ( $G_{sb}$ ) reflecting current proportions,
- (11) Aggregate proportions in use at the time of sampling,
- (12) Tons where sampled,
- (13) Tons represented by a test and cumulative tons produced,
- (14) Fines to effective asphalt ratio ( $F/A_e$ ),
- (15) Signature Line for MnDOT and Contractor Representative,
- (16) Mixture Moisture Content, and
- (17) MnDOT verification sample test result.
- (18) Identify, when used, the WMA additive or process and dosing rates.

Submit copies of failing test results to the Engineer on a daily basis.

**G.8.b Asphalt Manifest**

Provide the Engineer with asphalt manifests or bill of lading's (BOL) on a daily basis.

Provide a daily plant diary, including a description of QC actions taken. Include changes or adjustments on the test summary sheets.

Provide weekly truck scale spot checks.

Provide a Department approved accounting system for mixes and provide a daily and final project summary of material quantities and types.

Provide a final hard and electronic copy of QC test summary sheets and control charts, and density worksheets at completion of bituminous operations on the project to the Engineer.

Provide an automated weigh scale and computer-generated weigh ticket. Ensure the ticket indicates the following information:

- (1) Project number,
- (2) Mix designation, including binder grade,
- (3) Mixture Design Report number,
- (4) Truck identification and tare, Truck tare weight is not required when the plant silo is equipped with a load cell to weigh the mixture independent of the truck weight. Truck tare weight is only required when a drive-over truck scale is utilized to determine the batch weight,
- (5) Net mass, and
- (6) Date and time of loading.

Do not include deviations from the minimum information on the computer-generated weigh ticket unless otherwise approved by the Engineer in writing.

Continue test summary sheets, charts, and records for a mixture produced at one plant site from contract to contract. Begin new summary sheets and charts annually for winter carry-over projects. Begin new summary sheets and charts when an asphalt plant is re-setup in the same location after it has moved out.

Furnish an electronic printout (long form recordation) from an automated plant blending control system at 20-minute intervals when the plant is producing mixture. The Engineer may waive this requirement if the plant does not have the capability to produce the automated blending control information; however, the Contractor must then perform daily spotchecks to determine percent new asphalt added.

#### **G.8.c Drum Plants**

Include the following information on the plant control printout for Drum Plants:

- (1) Both the virgin and recycle belt feed rates (tons/hr),
- (2) Feeder bin proportions (%),
- (3) Total % asphalt cement in the mixture,
- (4) Virgin asphalt cement added (%)
- (5) Mixture Temperature °F,
- (6) Mixture code,
- (7) Date and time stamp, and
- (8) Current tons of mixture produced, and daily cumulative tons of mixture produced at time of printout.

Provide a daily electronic printout of the plant calibration (SPAN) numbers for each bin and meter.

#### **G.8.d Batch Plants**

Include the following information on the plant control printout for Batch Plants:

- (1) Both the virgin and recycle belt feed rates (tons/hr),
- (2) Feeder bin proportions (%),
- (3) Mixture Temperature °F,
- (4) Mixture code,
- (5) Date and time stamp, and
- (6) Current tons of mixture produced, and daily cumulative tons of mixture produced at time of printout.

Provide a daily electronic printout of the plant calibration (SPAN) numbers for each bin and meter.

**G.9 Control Charts**

Provide control charts and summary sheets computer generated from software approved by the Engineer.

The Contractor may use software available at the Bituminous Office website. Record the following data on standardized control charts:

- (1) Blended aggregate gradation, include sieves in accordance with Table 3139.2-2 for specified mixture;
- (2) Percent asphalt binder content ( $P_b$ );
- (3) Maximum specific gravity ( $G_{mm}$ );
- (4) Production air voids ( $V_a$ ); and
- (5) Adj. AFT.

Unless otherwise directed by the Engineer, plot individual test results for each test point and connect individual points with a solid line. Plot the moving average for each test variable starting with the fourth test and connect with a dashed line. Plot the Department's QA and verification test results with triangles. Plot the specification JMF limits on the control charts using a dotted line.

**G.10 JMF Limits**

Base the production air voids and Adj. AFT on the minimum specified requirements in accordance with Table 2360.2-4, "Mixture Requirements". Base gradations and asphalt binder content limits on the current Department reviewed Mixture Design Report. Provide gradation control sieves in accordance with Table 3139.2-2. Refer to the Mixture Design Report for the mixture production targets. JMF limits are the target plus or minus the limits in accordance with Table 2360.2-11, "JMF Limits (N=4)". Use JMF limits as the criteria for acceptance of materials based on the moving average.

Item	JMF Limits
Adj. AFT	- 0.5
Production air voids, %	$\pm 1.0$
Asphalt binder content, %	- 0.4
<i>Sieve, % passing:</i>	
1 in, ¾ in, ½ in, ¼ in, No. 4	Broad band limits
No. 8 [2.36 mm]	Broad band limits
No. 200 [0.075 mm]	Broad band limits

**G.11 Moving Average Calculation**

Calculate a moving average as the average of the last four test results. Continue the calculation without interruption, except begin new summary sheets and charts annually for winter carry-over projects and if an asphalt plant is re-setup in the same site after it has been moved out.

**G.12 JMF Bands**

JMF Bands are the area between the target, as identified on the Mixture Design Report, and the JMF limits.

**G.13 JMF Adjustment**

Begin mixture production with aggregate proportions within 5 percent of the design proportions and mixture parameters in Table 2360.2-11 within the JMF limits shown. Use all the aggregate proportions included on the Mixture Design Report unless the aggregate proportion is shown as 0 percent. If the Contractor provides the District Materials Laboratory with prior documented production data showing how production affects the mixture properties or if the Contractor provides the District Materials Laboratory with a written justification or explanation of material changes since the original mixture submittal waive the preceding requirements.

**G.13.a JMF Request for Adjustment**

The Contractor may make a request to the Bituminous Engineer or District Materials Engineer for a JMF adjustment to the mix design if the QC test results indicate a necessary change to achieve the specified

properties. Do not use aggregates or materials not part of the original mix design to make adjustments unless otherwise approved by the Engineer, in conjunction with the District Materials Engineer or the Department Bituminous Engineer.

A Certified Level II Bituminous QM Mix Designer will review the requested change for the Department. If the request meets the design requirements in Table 3139.2-2, "Aggregate Gradation Broad Bands", Table 3139.2-3, "Mixture Aggregate Requirements", and Table 2360.2-4, "Mixture Requirements", the Department will issue a revised Mixture Design Report. Each trial mixture design submittal in accordance with 2360.2E, "Mixture Design" may have three JMF adjustments per mixture per project without charge.

Perform an interactive process with the Engineer before making JMF adjustments. Make JMF adjustments only within the mixture specification gradation design broadbands in accordance with Table 3139.2-2. Submit a new JMF if redesigning the mixture. Only reduce the JMF asphalt content if the moving average Adj. AFT is 8.5 $\mu$  or more and Individual Adjusted AFT is at least 7.5  $\mu$ .

The department will not allow consecutive requests for a JMF adjustment without production data. Continue calculation of the moving average after the approval of the JMF.

**G.13.b JMF Request for Adjustment for Proportion Change > 10%**

If requesting a JMF adjustment for a proportion change greater than 10 percent from the currently produced mixture for a single stockpile aggregate, provide supporting production test data from at least four tests run at an accelerated testing rate of one test per 500 ton [450 tonne] with the adjustment request. The Department will base acceptable verification and approval of the requested JMF on individual and moving average test results in addition to the requirements listed above. Individual test results must be within twice the requested JMF limits for percent asphalt binder, production air voids, and Adj. AFT. Individual gradations must be within the Broad Bands. The moving average values must be within the control limits in accordance with Table 2360.2-11. Continue to calculate the moving average after the change in proportions.

If the mixture meets the design requirements as discussed in 2360.2G.13.a, the District Materials Laboratory will sign the request for JMF adjustment effective from the point of the proportion change. If the mixture fails to meet the design requirements, the Department will either reduce the payment or direct the Contractor to remove and replace. Do not make consecutive requests for JMF adjustments without production data.

**G.13.c JMF Request for Adjustment When Cumulative Proportion Changes > 10%**

Submit a request for JMF adjustment when the cumulative change on any one product exceeds 10% from the original MDR. The Department will issue a revised MDR provided the mixture meets the requirements in Table 3139.2-2, "Aggregate Gradation Broad Bands", Table 3139.2-3, "Mixture Aggregate Requirements", and Table 2360.2-4, "Mixture Requirements".

**G.14 Failing Materials**

The Department will base material acceptance on individual and moving average test results. The Department will use isolated test results for acceptance of air voids at the start of mixture production. The Department will consider individual test results greater than two times the JMF bands as failing. The Department will fail moving average test results exceeding the JMF limits. Begin new summary sheets annually for winter carry-over projects.

Stop production and make adjustments if the moving average values exceed the JMF limits. Restart production after performing the adjustments and notifying the Engineer. Resume testing at the accelerated rates and for the tests listed in Table 2360.2-7, "Production Start-Up Testing Rates", for the next 2,000 ton of mixture produced. Continue calculating the moving average after the stop in production.

The Department will consider mixture produced where the moving average of four exceeds the JMF limits as unsatisfactory in accordance with 2360.5B.7, "Moving Average Failure at Mixture Start-Up - Production Air Voids", 2360.5B.8, "Moving Average Failure at Mixture Start-Up - Adjusted AFT",

2360.5B-7, "Moving Average Failure – Production Air Voids", and 2360.5B.10, "Moving Average Failure – Percent Asphalt Binder Content, Gradation, and Adj. AFT".

If the total production of a mixture type for the entire project requires no greater than four tests the Department will accept the material in accordance with 2360.2G.14.b, "Isolated Failures at Mixture Start-Up — Production Air Voids", and 2360.5B.6, "Individual Failure — Gradation, Percent Asphalt Binder, Production Air Voids, and Adj. AFT".

**G.14.a Ratio of New Added Asphalt Binder to Total Asphalt Binder – Acceptance Criteria**  
 Minimum design ratio of new added asphalt binder to total asphalt binder is shown in Table 2360.2-12 below. During production the ratio must meet individual and moving average requirements as listed in Table 2360.2-12, "Ratio of New Added Asphalt Binder to Total Asphalt Binder Acceptance Criteria". If the individual or moving average ratio drops below the minimum requirement, the Contractor must stop production and make adjustments to correct the process. Restart production only after notifying the Engineer of the adjustments made. The calculation of the moving average will continue after the stop in production.

Specified Asphalt Grade	Recycled Material		
	RAS Only	RAS + RAP	RAP Only
PG 58 <sup>1</sup> X-28, PG 52S-34, PG 49-34, PG 64S-22			
Wear (ind./moving average)	66/70	66/70	66/70
Non-Wear (ind./moving average)	66/70	66/70	61/65
PG 58X <sup>1</sup> -34			
Wear & Non-Wear (ind./moving average)	76/80	76/80	76/80
<sup>1</sup> X=S, H,V,E			

**G.14.b Isolated Failures at Mixture Start-Up – Production Air Voids**  
 At the start-up of mixture production, use the first three isolated test results for production air voids before establishing a moving average of four. Calculate isolated production air voids using the maximum mixture specific gravity and the corresponding bulk specific gravity from that single test. After testing four samples and establishing a moving average of four, the Department will base acceptance on individual and moving average production air voids.

The Department will not accept the material if any of the first three isolated test results for production air voids exceeds twice the JMF bands from the target listed on the Mixture Design Report at the start of production.

**2360 - TTWE SPECIAL BITUMINOUS MIXTURES (PRICE SCHEDULE ITEM 8)**

This work will consist of constructing a thin wearing course of plant-mixed asphalt on a prepared surface in accordance with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Engineer.

Mix Designation for this mixture is as follows: TTWESpecial

**MATERIALS**

- A. The aggregate must consist of 100% taconite tailings. The use of recycled asphalt pavement (RAP) is not allowed.
- B. Aggregate Gradation

<b>Taconite Tailings Gradation</b>	
Sieve Size	Percent Passing
1/2"	100

3/8"	90 – 100
No. 4	60 – 100
No. 10	50 – 90
No. 40	5 – 40
No. 200	0 – 5

- C. Taconite Tailings  
Obtain taconite tailings from ore mined westerly of a north-south line located east of Biwabik, Minnesota (R15W-R16W) or from ore mined in southwestern Wisconsin.
- D. Asphalt Binder PG 58-28

**DESIGN**

TT mixes will contain a minimum of 7% asphalt binder by total weight of the mixture.

**SPECIFICATION REQUIREMENTS FOR CRACK AND JOINT SEALERS**

**3719 - HOT-POURED, CRUMB-RUBBER TYPE CRACK SEALER**

**3719.1 SCOPE**

Provide hot-poured, crumb-rubber type crack sealer for sealing cracks in concrete and bituminous pavements and miscellaneous structures.

**3719.2 REQUIREMENTS**

Provide crack sealer material meeting the following requirements:

- (1) On the Approved/Qualified Products List,
- (2) Consists of asphalt and crumb rubber blended together by the manufacturer to produce a homogeneous mixture,
- (3) When melted, the sealer does not separate or settle, and
- (4) Uniform consistency suitable for filling joints and cracks without inclusion of large air holes or discontinuities.

**A Physical Requirements**

Provide crack sealer meeting the requirements of ASTM D 6690, Type I with the following modifications in Table 3719.2-1 after one cycle of heating to the manufacturer's maximum heating temperature, cooling, and reheating to the manufacturer's maximum heating temperature.

Test	Specification
Recycled rubber, mass	≥ 18% of asphaltic components
Bond Test, 50% extension at 0 °F [-18 °C] *	No adhesion or cohesion bond failure after 5 cycles
Resilience at 77 °F [25 °C]	≥ 40%
Softening point	≥ 180 °F [82 °C]
Use sawed cement mortar blocks or asphalt HMA blocks prepared using the method found in the Laboratory Manual.	

**B Packaging and Marking**

Package and ship the sealer material in boxes weighing no greater than 50 lb [23 kg]. Mark the boxes with the following information:

- (1) Material name,
- (2) Manufacturer name,
- (3) Weight,
- (4) Batch number, and



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- (3) Brand name, (6) Maximum heating temperature recommended by the manufacturer.

### 3719.3 SAMPLING AND TESTING

#### A Sampling

Provide samples at rates and sizes meeting the requirements of the Schedule of Materials Control or as required by the contract.

The Engineer, in conjunction with the Materials Engineer, will perform tests on samples taken from the product proposed for use. Submit to the Engineer a manufacturer's Certificate of Compliance for each sealer batch.

#### B Methods of Test

Perform tests meeting the requirements of ASTM D5329, except, perform the bond test using sawed cement mortar blocks or asphalt HMA blocks (consistent with the pavement type) prepared in accordance with the methods in the Laboratory Manual.

## 3723 - JOINT AND CRACK SEALER (HOT-POURED ELASTIC TYPE)

### 3723.1 SCOPE

Provide hot-poured elastic type joint and crack sealer to seal joints and cracks in concrete and bituminous pavements, bridges, and other structures.

### 3723.2 REQUIREMENTS

Provide a sealant material meeting the following requirements:

- (1) Listed on the Approved/Qualified Products List;
- (2) Composed of a combination of polymeric materials, fully reacted chemically to form a homogeneous compound;
- (3) When melted, ensure the sealant does not separate or settle and ensure the sealant does not contain a dispersed or settling component, and
- (4) Maintains a uniform consistency to seal joints and cracks without large air holes or discontinuities.

#### A Physical Requirements

Provide sealant meeting the requirements of ASTM D6690, Type II and the following modifications:

Test	Requirement
Cone penetration at 77 °F [25 °C], 150 g, 5 s	60 – 90 dmm
Bond at -20 °F [-29 °C], 3 cycles, 100% extension	No adhesion or cohesion bond failure after 3 cycles
Mandrel bend test at -29 °F [-34 °C], 1 in [25 mm] mandrel	No cracking
Resilience at 77 °F [25 °C]	≥ 40%

#### B Packaging and Marking

Package and ship the sealant material in boxes no greater than 50 lb [23 kg]. Mark the containers with the following information:

- (1) Material name,
- (2) Manufacturer name,
- (3) Brand name,
- (4) Weight
- (5) Batch number, and
- (6) Maximum heating temperature, as recommended by the manufacturer.

### 3723.3 SAMPLING AND TESTING

#### A Sampling

Provide samples in rates and sizes meeting the requirements of the Schedule of Materials Control, or as required by the contract.

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The Engineer, in conjunction with the Materials Engineer, will perform tests on samples taken from the product proposed for use. Submit to the Engineer a manufacturer's Certificate of Compliance with each sealant batch.

**B Methods of Test**

**B.1 Bond Test**

Perform tests meeting the requirements of ASTM D5329, except perform the bond test using sawed cement mortar blocks or asphalt HMA blocks (consistent with the pavement type) prepared using the methods found in the Laboratory Manual.

**B.2 Mandrel Bend Test ASTM D522, Method B**

The Engineer, in conjunction with the Materials Engineer, will perform the Mandrel Bend Test at -29 °F [-34 °C] using a 1 in [25 mm] mandrel, bending the specimen 180° over 5 s. The Engineer will prepare test specimens meeting the requirements of ASTM D6690, Type II, Flow Test, and condition the specimens at -29 °F [-34 °C] for at least 4 h.

**3725 - HOT-POURED, EXTRA LOW MODULUS, ELASTIC TYPE JOINT AND CRACK SEALER**

**3725.1 SCOPE**

Provide hot-poured, extra low modulus, elastic type joint and crack sealer to seal joints in concrete pavement, bridges, other structures and rout and seal applications on bituminous pavements.

**3725.2 REQUIREMENTS**

Provide a sealant material meeting the following requirements:

- (1) Listed on the MnDOT Approved Products List,
- (2) Composed of a combination of polymeric materials, fully reacted chemically to form a homogeneous compound,
- (3) When melted, ensure the sealant does not separate or settle, and
- (4) Maintains a uniform consistency to seal joints and cracks without inclusion of large air holes or discontinuities.

**A Physical Requirements**

Provide sealant meeting the requirements of ASTM D6690 Type IV with the following modifications in Table 3725.2-1.

<b>Test</b>	<b>Requirement</b>
Cone Penetration at 77° F [25° C], ASTM D5329	100 – 150 dmm
Cone Penetration at 0° F [-18° C], ASTM D5329 modified	≥ 25 dmm
Resilience, ASTM D5329	30% – 60%
NOTE: Ensure the material meets the requirements of Table 3725.2-1 after heating for 6 h with constant mixing in a laboratory melter at the manufacturer's maximum heating temperature.	

**B Packaging and Marking**

Package and ship the sealant material in boxes weighing no greater than 50 lb [23 kg]. Mark the boxes with the following information:

- (1) Material name,
- (2) Manufacturer name,
- (3) Brand name,
- (4) Weight,
- (5) Batch number, and
- (6) Maximum heating temperature recommended by the manufacturer.

**3725.3 SAMPLING AND TESTING**

Provide samples at rates and sizes meeting the requirements of the Schedule of Materials Control or as required by the contract.

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The Engineer in conjunction with the Materials Engineer will perform tests on samples taken from the product proposed for use. The Contractor will provide manufacturer's Certificate of Compliance as specified in 1603 with each sealant batch.

**B Methods of Test**

Perform tests meeting the requirements of ASTM D5329, except perform the bond test using sawed cement mortar blocks or asphalt HMA blocks [consistent with the pavement type] prepared using the methods found in the MnDOT Lab.

**END OF SPECIFICATIONS**

**BITUMINOUS MATERIALS CONTRACT VENDOR INFORMATION.**

Contract users should print out and attach appropriate county price lists before providing printed copies of this Contract Release to end users without access to a computer and the OSP website.

The following is a list of all the Contract Vendors available to provide bituminous materials by county:

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>AGASSIZ ASPHALT LLC</b> 67 State Street Newfolden, MN 56738	<b>216762</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
<b>VENDOR NO.:</b> 0000979617	<b>CONTACT:</b> Kevin Davidson or Austin Odberg <b>Email:</b> <a href="mailto:agassizasphalt@wiktel.com">agassizasphalt@wiktel.com</a>		<b>PHONE:</b> 218-449-4865
<b>COUNTIES:</b> Red Lake			
<b>BITUMINOUS PAVING, INC.</b> PO Box 6 Ortonville, MN 56278-0006	<b>211534</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
<b>VENDOR NO.:</b> 0000204163	<b>CONTACT:</b> Bill Bajari <b>Email:</b> <a href="mailto:billb@bpimn.com">billb@bpimn.com</a>		<b>PHONE:</b> 320-273-2113 <b>FAX:</b> 320-273-2120
<b>COUNTIES:</b> Big Stone			
<b>CRANE CREEK ASPHALT, DIVISION OF MATHY CONSTRUCTION CO. INC.</b>	<b>CONTRACT NOT YET FULLY EXECUTED</b>		
<b>DUININCK INCORPORATED</b> 408 6th Street Prinsburg, MN 56281	<b>211892</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
<b>VENDOR NO.:</b> 0000198793	<b>CONTACT:</b> Kristopher Duininck <b>Email:</b> <a href="mailto:kristopherd@duininck.com">kristopherd@duininck.com</a>		<b>PHONE:</b> 320-978-6011 <b>FAX:</b> 320-978-4978
<b>COUNTIES:</b> Kandiyohi, Lyon, Nobles & Wright			
<b>DUNN BLACKTOP COMPANY, DIVISION OF MATHY CONSTRUCTION CO. INC.</b>	<b>CONTRACT NOT YET FULLY EXECUTED</b>		
<b>HAWKINSON CONSTRUCTION COMPANY, INC.</b> 501 W County Rd 63 Grand Rapids, MN 55744	<b>211893</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
<b>VENDOR NO.:</b> 0000197558	<b>CONTACT:</b> Brian Anderson <b>Email:</b> <a href="mailto:brian@hawkinsonconstruction.com">brian@hawkinsonconstruction.com</a>		<b>PHONE:</b> 218-326-0309
	<b>CONTACT:</b> Steph Warren <b>Email:</b> <a href="mailto:steph@hawkinsonconstruction.com">steph@hawkinsonconstruction.com</a>		<b>PHONE:</b> 218-326-0309
<b>COUNTIES:</b> Itasca			

Contract Release: B-357(5)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>MARK LEE ASPHALT &amp; PAVING INC.</b> 707 Van Dyke Rd Alexandria, MN 56308	<b>211525</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>

**VENDOR NO.:** 0000823301      **CONTACT:** Mark Lee  
**Email:** [mie@wisper-wireless.com](mailto:mie@wisper-wireless.com)      **PHONE:** 320-763-5410

**CONTACT (PO Order):** Suzanne Bertrand      **FAX:** 320-763-9323  
**Email:** [estimates@markleeasphaltpaving.com](mailto:estimates@markleeasphaltpaving.com)      **PHONE:** 320-763-9343

**COUNTIES:** Douglas

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<b>MESABI BITUMINOUS, INC.</b> PO Box 728 Gilbert, MN 55741	<b>216765</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
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**VENDOR NO.:** 0000206410      **CONTACT:** Tom Nemanich  
**Email:** [mesabibituminous@accessmn.com](mailto:mesabibituminous@accessmn.com)      **PHONE:** 218-741-8291

**COUNTIES:** St. Louis

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<b>M.R. PAVING &amp; EXCAVATING, INC.</b> 2020 N. Spring Street PO Box 787 New Ulm, MN 56073-0787	<b>217019</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
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**VENDOR NO.:** 0000208993      **CONTACT:** Mathew J. Mathiowetz  
**Email:** [mattm@mrpaving.com](mailto:mattm@mrpaving.com)      **PHONE:** 507-354-4171  
**FAX:** 507-359-4156

**COUNTIES:** Brown

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<b>NORTHERN PAVING, INC.</b> 49361 US 71 Bemidji, MN 56601	<b>211520</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
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**VENDOR NO.:** 0000983969      **CONTACT:** Amber Schulke  
**Email:** [npquotes@outlook.com](mailto:npquotes@outlook.com)      **PHONE:** 218-333-8888  
**FAX:** 218-759-1030

**COUNTIES:** Hubbard

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<b>OPP CONSTRUCTION LLC.</b> PO Box 13530 Grand Forks, ND 58208	<b>211536</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
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**VENDOR NO.:** 0000198989      **CONTACT:** Greg Opp  
**Email:** [gregopp@oppconstruction.com](mailto:gregopp@oppconstruction.com)      **PHONE:** 701-739-3322  
**FAX:** 701-795-7020

**COUNTIES:** Polk

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>PINE BEND PAVING COMPANY, INC.</b> PO Box 72 Vermillion, MN 55085	<b>216768</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>

<b>VENDOR NO.:</b> 0000204377	<b>CONTACT:</b> Richard Jacoby <b>Email:</b> <a href="mailto:rjacoby@pinebendpaving.com">rjacoby@pinebendpaving.com</a>	<b>PHONE:</b>	612-919-0374
	<b>CONTACT (PO Order):</b> Robin Hague <b>Email:</b> <a href="mailto:rhague@pinebendpaving.com">rhague@pinebendpaving.com</a>	<b>PHONE:</b>	651-437-2333

**COUNTIES:** Dakota

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<b>ROCHESTER SAND AND GRAVEL, DIVISION OF MATHY CONSTRUCTION COMPANY</b>	<b>CONTRACT NOT YET FULLY EXECUTED</b>
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<b>ROCON PAVING</b>	<b>CONTRACT NOT YET FULLY EXECUTED</b>
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<b>SBS BLACKTOP SERVICE INC.</b> 11656 Townline Rd Hibbing, MN 55746	<b>211522</b>	<b>5% in 10, NET 30</b>	<b>PICK UP ONLY</b>
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<b>VENDOR NO.:</b> 0000972926	<b>CONTACT:</b> Tony Novak <b>Email:</b> <a href="mailto:sbsblacktop@yahoo.com">sbsblacktop@yahoo.com</a>	<b>PHONE:</b>	218-262-3769
	<b>CONTACT (PO Oder):</b> Derik Sabin <b>Email:</b> <a href="mailto:sbsblacktop@yahoo.com">sbsblacktop@yahoo.com</a>	<b>FAX:</b> <b>PHONE:</b>	218-263-1489 218-969-0195

**COUNTIES:** St. Louis

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<b>MARTIN MARIETTA MATERIALS</b> PO Box 30013 Raleigh, NC 27622	<b>230933</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
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<b>VENDOR NO.:</b> 0000323115	<b>CONTACT:</b> Christopher Benson <b>Email:</b> <a href="mailto:christopher.benson@martinmarietta.com">christopher.benson@martinmarietta.com</a>	<b>PHONE:</b>	763-424-5400
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**COUNTIES:** Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott, Sherburne, Washington, Wright

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<b>WADENA ASPHALT INC.</b> 11394 Leaf River Road PO Box 603 Wadena, MN 56482	<b>216770</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
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<b>VENDOR NO.:</b> 0000192700	<b>CONTACT:</b> Tom Marquette <b>Email:</b> <a href="mailto:218asphalt@gmail.com">218asphalt@gmail.com</a>	<b>PHONE:</b>	218-631-1606
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**COUNTIES:** Wadena

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<b>W W BLACKTOPPING INC.</b> 700 Industrial Road Mankato, MN 56001	<b>216763</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
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<b>VENDOR NO.:</b> 0000207801	<b>CONTACT:</b> Mitchell Wolff <b>Email:</b> <a href="mailto:mitch@wwblacktopping.com">mitch@wwblacktopping.com</a>	<b>PHONE:</b>	507-387-1518
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**COUNTIES:** Blue Earth

**COUNTY COVERAGE:** The following is a list of the counties and Contract Vendors providing bituminous materials within the county. Click on the county name below to view Contract Vendors pricing for that county.

<u>COUNTY</u>	<u>CONTRACT VENDOR</u>
<u>AITKIN</u>	<i>No Vendors; check adjacent counties.</i>
<u>ANOKA</u>	Martin Marietta Materials
<u>BECKER</u>	<i>No Vendors; check adjacent counties.</i>
<u>BELTRAMI</u>	<i>No Vendors; check adjacent counties.</i>
<u>BENTON</u>	<i>No Vendors; check adjacent counties.</i>
<u>BIG STONE</u>	Bituminous Paving, Inc.
<u>BLUE EARTH</u>	W W Blacktopping, Inc.
<u>BROWN</u>	M.R. Paving & Excavating, Inc.
<u>CARLTON</u>	<i>No Vendors; check adjacent counties.</i>
<u>CARVER</u>	Martin Marietta Materials
<u>CASS</u>	<i>No Vendors; check adjacent counties.</i>
<u>CHIPPEWA</u>	<i>No Vendors; check adjacent counties.</i>
<u>CHISAGO</u>	Martin Marietta Materials
<u>CLAY</u>	<i>No Vendors; check adjacent counties.</i>
<u>CLEARWATER</u>	<i>No Vendors; check adjacent counties.</i>
<u>COOK</u>	<i>No Vendors; check adjacent counties.</i>
<u>COTTONWOOD</u>	<i>No Vendors; check adjacent counties.</i>
<u>CROW WING</u>	<i>No Vendors; check adjacent counties.</i>
<u>DAKOTA</u>	Martin Marietta Materials, Pine Bend Paving Company, Inc.
<u>DODGE</u>	<i>No Vendors; check adjacent counties.</i>
<u>DOUGLAS</u>	Mark Lee Asphalt & Paving Inc.
<u>FARIBAULT</u>	<i>No Vendors; check adjacent counties.</i>
<u>FILLMORE</u>	<i>No Vendors; check adjacent counties.</i>
<u>FREEBORN</u>	<i>No Vendors; check adjacent counties.</i>
<u>GOODHUE</u>	<i>No Vendors; check adjacent counties.</i>
<u>GRANT</u>	<i>No Vendors; check adjacent counties.</i>
<u>HENNEPIN</u>	Martin Marietta Materials
<u>HOUSTON</u>	<i>No Vendors; check adjacent counties.</i>
<u>HUBBARD</u>	Northern Paving, Inc.
<u>ISANTI</u>	<i>No Vendors; check adjacent counties.</i>
<u>ITASCA</u>	Hawkinson Construction Company, Inc.
<u>JACKSON</u>	<i>No Vendors; check adjacent counties.</i>
<u>KANABEC</u>	<i>No Vendors; check adjacent counties.</i>
<u>KANDIYOHI</u>	Duininck, Incorporated
<u>KITSON</u>	<i>No Vendors; check adjacent counties.</i>
<u>KOOCHICHING</u>	<i>No Vendors; check adjacent counties.</i>
<u>LAC QUI PARLE</u>	<i>No Vendors; check adjacent counties.</i>
<u>LAKE</u>	<i>No Vendors; check adjacent counties.</i>
<u>LAKE OF THE WOODS</u>	<i>No Vendors; check adjacent counties.</i>
<u>LE SUEUR</u>	<i>No Vendors; check adjacent counties.</i>
<u>LINCOLN</u>	<i>No Vendors; check adjacent counties.</i>
<u>LYON</u>	Duininck Incorporated
<u>MAHNOMEN</u>	<i>No Vendors; check adjacent counties.</i>
<u>MARSHALL</u>	<i>No Vendors; check adjacent counties.</i>
<u>MARTIN</u>	<i>No Vendors; check adjacent counties.</i>
<u>MCLEOD</u>	<i>No Vendors; check adjacent counties.</i>
<u>MEEKER</u>	<i>No Vendors; check adjacent counties.</i>
<u>MILLE LACS</u>	<i>No Vendors; check adjacent counties.</i>
<u>MORRISON</u>	<i>No Vendors; check adjacent counties.</i>
<u>MOWER</u>	<i>No Vendors; check adjacent counties.</i>
<u>MURRAY</u>	<i>No Vendors; check adjacent counties.</i>
<u>NICOLLET</u>	<i>No Vendors; check adjacent counties.</i>
<u>NOBLES</u>	Duininck Incorporated
<u>NORMAN</u>	<i>No Vendors; check adjacent counties.</i>

<u>COUNTY</u>	<u>CONTRACT VENDOR</u>
OLMSTED	No Vendors; check adjacent counties
OTTER TAIL	No Vendors; check adjacent counties.
PENNINGTON	No Vendors; check adjacent counties.
PINE	No Vendors; check adjacent counties.
PIPESTONE	No Vendors; check adjacent counties.
POLK	Opp Construction LLC
POPE	No Vendors; check adjacent counties.
RAMSEY	Martin Marietta Materials
RED LAKE	Agassiz Asphalt LLC
REDWOOD	No Vendors; check adjacent counties.
RENVILLE	No Vendors; check adjacent counties.
RICE	No Vendors; check adjacent counties.
ROCK	No Vendors; check adjacent counties.
ROSEAU	No Vendors; check adjacent counties.
SCOTT	Martin Marietta Materials
SHERBURNE	Martin Marietta Materials
SIBLEY	No Vendors; check adjacent counties.
ST. LOUIS	SBS Blacktop Service, Inc., Mesabi Bituminous, Inc.
STEELE	No Vendors; check adjacent counties.
STEVENS	No Vendors; check adjacent counties.
SWIFT	No Vendors; check adjacent counties.
TODD	No Vendors; check adjacent counties.
TRAVERSE	No Vendors; check adjacent counties.
WABASHA	No Vendors; check adjacent counties.
WADENA	Wadena Asphalt, Inc.
WASECA	No Vendors; check adjacent counties.
WASHINGTON	Martin Marietta Materials
WATONWAN	No Vendors; check adjacent counties.
WILKIN	No Vendors; check adjacent counties.
WINONA	No Vendors; check adjacent counties.
WRIGHT	Duininck, Incorporated, Martin Marietta Materials
YELLOW MEDICINE	No Vendors; check adjacent counties.

**CRACK AND JOINT SEALERS CONTRACT VENDOR INFORMATION.**

The following is a list of all the Contract Vendors available to provide crack and joint sealer for pick up and/or delivery:

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>BITUMINOUS PAVING, INC.</b> PO Box 6 Ortonville, MN 56278-0006	<b>211534</b>	<b>NET 30</b>	<b>PICK UP ONLY</b>
<b>VENDOR NO.:</b> 0000204163	<b>CONTACT:</b> Bill Bajari <b>Email:</b> <a href="mailto:billb@bpimn.com">billb@bpimn.com</a>	<b>PHONE:</b> <b>FAX:</b>	<b>320-273-2113</b> <b>320-273-2120</b>

**DELIVERY ORIGIN:**  
Bituminous Paving, Inc., 43153 66th Ave, Odeessa, MN 56276

**BITUMINOUS PAVING INC CRACK & JOINT SEALER PRICING 2022**  
[http://www.mmd.admin.state.mn.us/pdf/B-357\(5\)BituminousPavingCrackandJointSealerPricing2022.pdf](http://www.mmd.admin.state.mn.us/pdf/B-357(5)BituminousPavingCrackandJointSealerPricing2022.pdf)



Contract Release: B-357(5)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>WHITE CAP LP</b> 6250 Brook Hollow Parkway, Suite 100 Norcross, GA 30071	<b>229195</b>	<b>NET 30</b>	<b>FOR PICK UP OR DELIVERY</b>

<b>VENDOR NO.:</b> 0000319044	<b>CONTACT:</b> Darrin Nystrom Email: <a href="mailto:darrin.nystrom@whitecap.com">darrin.nystrom@whitecap.com</a>	<b>PHONE:</b> 651-398-1740 <b>FAX:</b> 320-251-2763
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**DELIVERY ORIGINS:**

- Crafco Inc. 121 Industrial Park Rd, Halls, TN 38040
- Crafco Inc. 325 Road 128A, Cheyenne, WY 82007
- Crafco Inc. 234 Harvestore Drive, Dekaib, IL 60115
- Brock White Company, 2575 Kasota Ave, St Paul, MN 55108
- Brock White Company, 12785 Elk Lake Rd (County Rd 1), Elk River, MN 55330
- Brock White Company, 580 41st Ave North, St. Cloud, MN, 56303
- Brock White Company, 6784 10th Ave SW, Rochester, MN, 55902
- Brock White Company, 3855 Independence Rd, Suite 100, Baxter, MN, 56425
- Brock White Company, 4231 West 1st St Duluth, MN, 55807
- Brock White Company, 818 E 50th Street N, Sioux Falls, SD, 57104
- Brock White Company, 1425 41st Street N, Fargo, ND, 58102

**BROCK WHITE COMPANY CRACK & JOINT SEALER PRICING 2023**  
<https://osp.admin.mn.gov/sites/osp/files/2023-06/b-3575whitecappricing2023.pdf>

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<b>FPT INFRASTRUCTURE, DIVISION OF FIBRECRETE PRESERVATION TECHNOLOGIES, INC.</b>	<b>212090</b>	<b>NET 30</b>	<b>FOR PICK UP OR DELIVERY</b>
401 Old US 52 South Mount Airy, NC 27030			

<b>VENDOR NO.:</b> 00001100978	<b>CONTACT:</b> Marcy Ream Email: <a href="mailto:marcy.ream@fptinfrastructure.com">marcy.ream@fptinfrastructure.com</a>	<b>PHONE:</b> 330-705-3417
	<b>CONTACT (PO Order):</b> Keith Miller Email: <a href="mailto:keith.miller@fptinfrastructure.com">keith.miller@fptinfrastructure.com</a>	<b>PHONE:</b> 336-479-3149

**DELIVERY ORIGIN:**  
 FPT Infrastructure, Inc., 401 Old US 52 S, Mount Airy, NC 27030

**FPT INFRASTRUCTURE INC CRACK & JOINT SEALER PRICING 2022**  
[http://www.mmd.admin.state.mn.us/pdf/B-357\(5\)FPTInfrastructureCrack&JointSealerPricing2022.pdf](http://www.mmd.admin.state.mn.us/pdf/B-357(5)FPTInfrastructureCrack&JointSealerPricing2022.pdf)

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Contract Release: B-357(5)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
HAWKINSON CONSTRUCTION COMPANY, INC. 501 W County Rd 63 Grand Rapids, MN 55744	211893	NET 30	PICK UP ONLY

**VENDOR NO.:** 0000197558      **CONTACT:** Brian Anderson  
**Email:** [brian@hawkinsonconstruction.com](mailto:brian@hawkinsonconstruction.com)      **PHONE:** 218-326-0309

**CONTACT (PO Order):** Steph Warren      **PHONE:** 218-326-0309  
**Email:** [steph@hawkinsonconstruction.com](mailto:steph@hawkinsonconstruction.com)

**DELIVERY ORIGIN:**  
Hawkinson Construction Company, Inc., 501 W County Rd 63, Grand Rapids, MN 55744

**HAWKINSON CONSTRUCTION COMPANY INC CRACK & JOINT SEALER PRICING 2022**  
[http://www.mmd.admin.state.mn.us/pdf/B-357\(5\)HawkinsonConstructionCompanyCrack&JointSealerPricing2022.pdf](http://www.mmd.admin.state.mn.us/pdf/B-357(5)HawkinsonConstructionCompanyCrack&JointSealerPricing2022.pdf)

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<b>MIDSTATES EQUIPMENT &amp; SUPPLY INC.</b> 606 County Rd #1 Mountain Lake, MN 56159	211529	NET 30	FOR PICK UP OR DELIVERY
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**VENDOR NO.:** 0000225391      **CONTACT:** Jacquelyn Strom  
**Email:** [midstates@midstatesequipment.net](mailto:midstates@midstatesequipment.net)      **PHONE:** 507-427-3807

**CONTACT (PO Order):** Abby Bargaen      **FAX:** 507-427-3709  
**Email:** [abbyb@midstatesequipment.net](mailto:abbyb@midstatesequipment.net)      **PHONE:** 800-929-3807 x1223  
or x1243

**DELIVERY ORIGIN:**  
Midstates Equipment & Supply Inc., 606 County Rd #1, Mountain Lake, MN 56159  
Maxwell Products, Inc., 650 Delong St, Salt Lake City, UT 84104

**MIDSTATES EQUIPMENT & SUPPLY INC CRACK & JOINT SEALER PRICING 2023**  
<https://osp.admin.mn.gov/sites/osp/files/2023-05/b-3575midstatespricing2023.pdf>

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**ROCHESTER SAND AND GRAVEL, DIV OF MATHY CONSTRUCTION COMPANY**      **CONTRACT NOT YET FULLY EXECUTED**

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Contract Release: B-357(5)

**CONTRACT VENDOR**

**UNIQUE PAVING MATERIAL**  
3993 E 93rd Street  
Cleveland, OH 44105

**CONTRACT NO.**

211528

**TERMS**

NET 30

**DELIVERY**

PICK UP ONLY

**VENDOR NO.:** 0000249595

**CONTACT:** Michael A Pemberton  
**Email:** [bids@uniquepavingmaterials.com](mailto:bids@uniquepavingmaterials.com)

**PHONE:** 216-441-4880  
**FAX:** 216-341-8514

**CONTRACT (PO Order):** Betsy Kasperek  
Karin Deeb

**EMAIL:** [CS@uniquepavingmaterials.com](mailto:CS@uniquepavingmaterials.com)

**DELIVERY ORIGINS:**

Hallet Dock - 3200 Winter St. Superior, WI 55807

WM Mueller & Sons, 14060 County Rd 40 Carver, MN 55315

Plaisted Co, 11555 205th Ave NW, Elk River, MN 55330

Red Rock Quarry, 48511 270th St, Jeffers, MN 56083

T.A. Schifsky, 2370 Hwy 36 E, St Paul, MN 55109

WW Blacktopping, 700 Industrial Rd, Mankato, MN 56001

**UNIQUE PAVING MATERIAL CRACK & JOINT SEALER PRICING 2023**

<https://osp.admin.mn.gov/sites/osp/files/2023-05/b-3575uniquepavingpricing2023.pdf>

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**BITUMINOUS MATERIAL SWIFT CONTRACT ITEM LINES:**

- [LINE 1] BITUMINOUS MATERIAL – PICK UP ONLY. (Type the line item number(s) and corresponding description(s) in the commodity line item description field on the order.)
- [LINE 2] ASPHALT MATERIAL – PICK UP ONLY. (Type the line item number(s) and corresponding description(s) in the commodity line item description field on the order.)

**BITUMINOUS MATERIAL SWIFT CONTRACT CATEGORY LINES:**

- [LINE 1] Category # 30121500 - Bituminous derivatives
- [LINE 2] Category # 30121600 – Asphalts

**CRACK & JOINT SEALER SWIFT CONTRACT ITEM LINES:**

- [LINE 1] CRACK & JOINT SEALER MATERIALS - DELIVERED FROM ORIGIN, WY (Type item #s & description(s) in line item description field. Add delivery charge based on total loaded mile from Contract Vendor's location to agency's receiving point.)

**CRACK & JOINT SEALER SWIFT CONTRACT CATEGORY LINES:**

- [LINE 1] Category # 30121500 - Bituminous derivatives

Contract Release: B-357(5)

**REVISIONS:**

- 11.06.2023 AMS/Buyer changed from Mai N Lor to Staci Stoerzinger.
- 07.11.2023 AMS/Buyer changed from Tou Yang to Mai N Lor.
- 06.21.2023 Assignment agreement with Tiller Corporation executed to assign the contract to Martin Marietta Materials with a new contract number of 230933. Contract 230933 is extended through 4/30/24 at the same prices, terms, and conditions.
- 06.13.2023 Assignment agreement with Brock White executed to assign the contract to White Cap with a new contract number of 229195. Contract 229195 is extended through 4/30/24 at the same prices, terms, and conditions.
- 05.25.2023 Contract with Northern Paving extended through 4/30/24 at the same prices, terms, and conditions.
- 05.16.2023 Updated contract release to remove the price schedules for Aitkin, Hubbard, Olmsted, Rice, and Winona counties.
- 05.03.2023 Contract with Brock White Company and Pine Bend Paving Company extended through 4/30/24 at the same prices, terms, and conditions.
- 04.28.2023 Contract with Unique Paving Material and Midstates Equipment & Supply extended through 4/30/24 at revised pricing with same terms and conditions.
- 04.13.2023 Contract with Hawkinson Construction and Bituminous Paving extended through 4/30/24 at the same, terms, and conditions.
- 04.12.2023 Contract with Duinick extended through 4/30/24 at the same prices, terms, and conditions.
- 04.10.2023 Contract with OPP Construction, SBS Blacktop Service, Mark Lee Asphalt & Paving and Fibrecrete Preservation Technology extended through 4/30/24 at the same prices, terms, and conditions.
- 03.28.2023 New contract with Pine Bend Paving Company has been executed.
- 02.23.2023 Brock White Company's contract prices has been revised to update new pricing
- 01.24.2023 Contract with Agassiz Asphalt and Mesabi Bituminous extended through 4/30/2024 at the same prices, terms, and conditions.
- 01.17.2023 Contract with Wadena Asphalt extended through 4/30/2024 at the same terms, conditions, and revised pricing.
- 01.11.2023 Contract with W W Blacktopping extended through 4/30/24 at the same prices, terms, and conditions.
- 01.05.2023 Contract with M.R. Paving & Excavating and Tiller Corporation dba Martin Marietta Materials extended through 4/30/24 at the same prices, terms, and conditions.
- 01.04.2023 Updated MidStates Equipment & Supply product Elastoflex numbers from 52 to 410.
- 08.18.2022 New contract with Agassiz Asphalt, M.R. Paving & Excavating, Mesabi Bituminous, Tiller Corporation dba Martin Marietta, Wadena Asphalt and WW Blacktopping has been executed.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b> Next	
<b>Discussion Item:</b>	<b>Presenter:</b> Anthony Sellner, County Highway Engineer
Final payment to Everstrong Construction Inc for Township bridge replacements	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve final payment to Everstrong Construction Inc for Construction Project 22-2 Township bridge replacements SAP 064-599-113, SAP 064-599-117, and SAP 064-599-120.

**Background Information:**

Project consisted of Township bridge replacements on Ridge Ave between 160th Street and 170th Street (SAP 064-599-113), on 305th St between Co Rd 2 and Co Rd 11(SAP 064-599-117), and on Magnolia Ave north of junction CSAH 4(SAP 064-599-120).

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

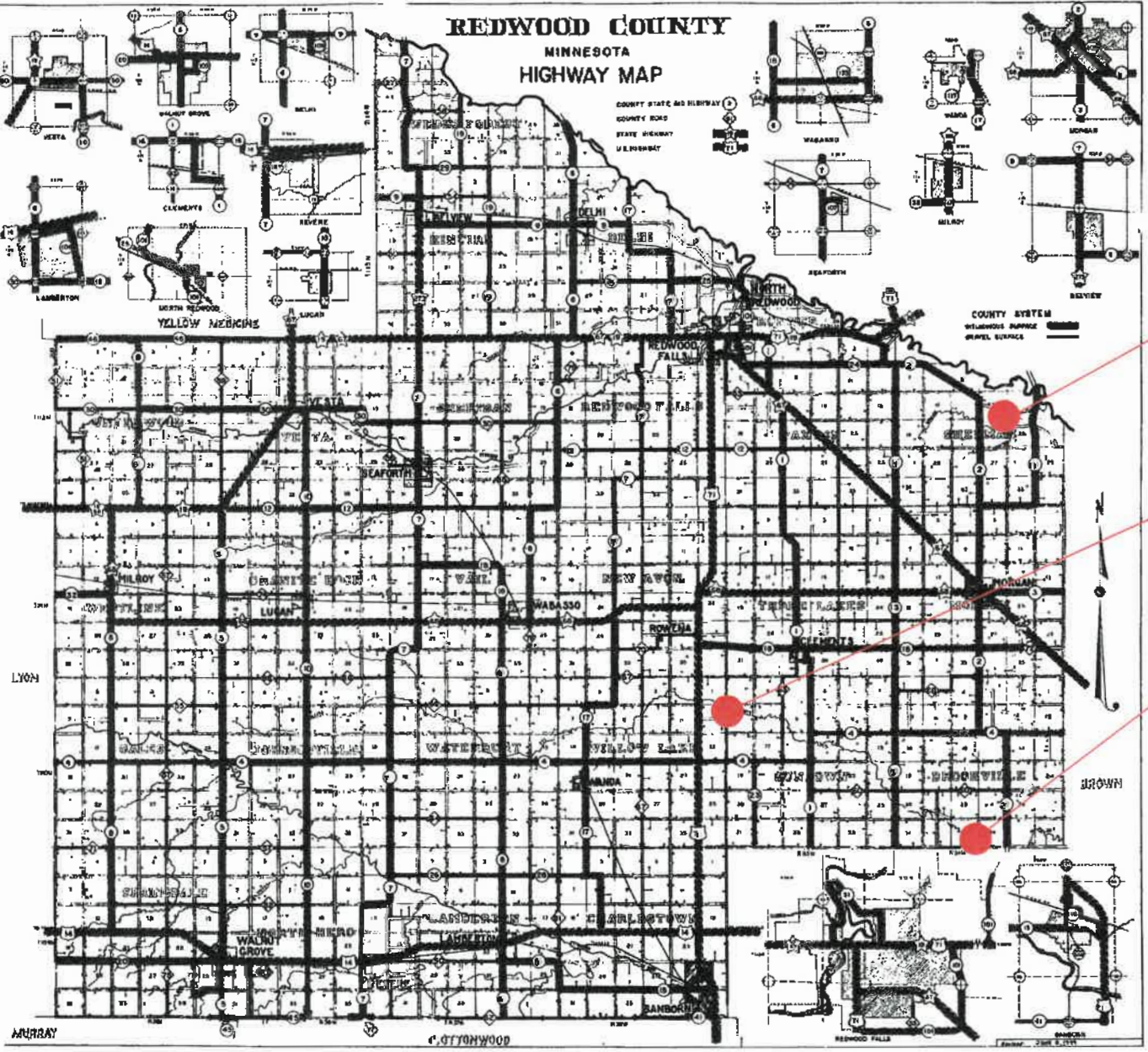
Administrators Comments:

Reviewed by Administrator:  Yes  No

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

**REDWOOD COUNTY  
MINNESOTA  
HIGHWAY MAP**

**PROJECT LOCATION**



SAP 064-599-117 on 305th St.  
Replace Br. L9887  
Construct Br. 64597

SAP 064-599-120 on Magnolia Ave.  
Replace Br. L0780  
Construct Br. 64596

SAP 064-599-113 on Ridge Ave.  
Replace Br. L1299  
Construct Br. 64599

Contract Number: 22-2  
 Final Pay Request Number: 12

Project Number	Project Description
SAP 064-599-113	Brookville Twp. Bridge Replacement
SAP 064-599-117	Sherman Twp. Bridge Replacement
SAP 064-599-120	Sundown Twp. Bridge Replacement

<b>Contractor:</b> Everstong Construction Inc 30263 County Highway #1 Redwood Falls, MN 56283	<b>Vendor Number:</b> <b>Up To Date:</b> 12/06/2023
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Contract Amount		Funds Encumbered	
Original Contract	\$1,784,706.60	Original	\$1,784,706.60
Contract Changes	\$42,755.30	Additional	N/A
Revised Contract	\$1,827,461.90	Total	\$1,784,706.60

Work Certified To Date	
Base Bid Items	\$1,818,107.97
Contract Changes	\$42,755.30
Material On Hand	\$0.00
Total	\$1,860,863.27

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 064-599-113	\$0.00	\$612,771.61	(\$30,638.58)	\$582,133.03	\$30,638.58	\$612,771.61
SAP 064-599-117	(\$503.10)	\$748,611.38	(\$37,455.73)	\$711,658.75	\$36,952.63	\$748,611.38
SAP 064-599-120	\$0.00	\$499,480.28	(\$24,974.01)	\$474,506.27	\$24,974.01	\$499,480.28

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
(\$503.10)	\$1,860,863.27	\$0.00	\$1,768,298.05	\$92,565.22	\$1,860,863.27
Percent: Retained: \$0.00%			Percent Complete: 101.83%		
<b>Amount Paid this Final Pay Request: \$92,565.22</b>					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By  
*Anthony Sellner*  
 County/City/Project Engineer  
 12/06/2023  
 Date

Approved By Everstong Construction Inc  
*Paul U Ren*  
 Contractor  
 12/06/2023  
 Date

Project No. : SAP 064-599-113  
Final Pay Request No. : 12  
Contract No.: 22-2

**Certificate of Final Contract Acceptance**  
**Final Voucher Number: 12**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 12/7/2023 Signature *Anthony Jell* County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$1,860,863.27 and agrees to the amount of \$92,565.22 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Everstong Construction Inc By *Paul V'Ren*

And \_\_\_\_\_ And \_\_\_\_\_ State of \_\_\_\_\_

On This 7 Day December 2023 Before me appeared Paul V'Ren To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as \_\_\_\_\_ free to act and deed

(Corporate Acknowledgment)

Paul V'Ren And \_\_\_\_\_ to me personally known, who, being each by me duly sworn

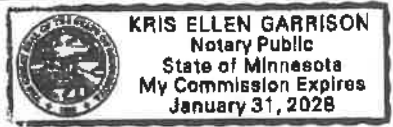
each did say that they are respectively the CFO and \_\_\_\_\_ of the

~~Everstong Construction~~ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said Instrument was signed and sealed in behalf of said Corporation by authority of its

\_\_\_\_\_ and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public In Redwood County

Seal Expires Jan. 31, 2028 Signature Kris Garrison



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer



Redwood County

Contract No: 22-2  
Final Pay Request No. 12

**Redwood County  
Certificate of Final Acceptance  
Board Acknowledgment**

Contract Number: 22-2  
Contractor: Everstong Construction Inc  
Date Certified: 12/06/2023  
Payment Number: 12

Whereas; Contract No. 22-2 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Redwood County and authorize final payment as specified herein.

State of

I, Redwood County, agency\_name within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

At Redwood Falls

Signed By \_\_\_\_\_

Redwood County

(SEAL)

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-05-05	\$105,511.60	\$5,275.58	\$100,236.02
2	2022-06-20	\$181,891.00	\$9,094.55	\$172,796.45
3	2022-08-08	\$311,515.50	\$15,575.78	\$295,939.72
4	2022-09-21	\$181,105.50	\$9,055.27	\$172,050.23
5	2022-12-07	\$272,310.11	\$13,615.51	\$258,694.60
6	2022-12-29	\$59,018.18	\$2,950.90	\$56,067.28
7	2023-03-22	\$33,635.46	\$1,681.78	\$31,953.68
8	2023-05-08	\$226,844.00	\$11,342.20	\$215,501.80
9	2023-07-12	\$371,585.00	\$18,579.25	\$353,005.75
10	2023-09-26	\$114,012.06	\$5,700.60	\$108,311.46
11	2023-11-20	\$3,937.96	\$196.90	\$3,741.06
12	2023-12-06	(\$503.10)	(\$93,068.32)	\$92,565.22

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
064-599-113 Non-Participating		\$90,158.06	\$0.00	\$85,650.15	\$4,507.91	\$90,158.06
064-599-113 Participating		\$522,613.55	\$0.00	\$496,482.88	\$26,130.67	\$522,613.55
064-599-117 Non-Participating		\$32,548.94	\$0.00	\$31,399.43	\$1,149.51	\$32,548.94
064-599-117 Participating		\$716,062.44	\$0.00	\$680,259.32	\$35,803.12	\$716,062.44
064-599-120 Non-Participating		\$61,844.08	\$0.00	\$58,751.88	\$3,092.20	\$61,844.08
064-599-120 Participating		\$437,636.20	\$0.00	\$415,754.39	\$21,881.81	\$437,636.20

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
01 - Special Town Bridge	Special Town Bridge (SAAS Acct. #75)	\$78,577.17	\$1,575,066.93	\$1,575,066.93	\$1,571,543.58
02 - Local Township	Local / Township	\$1,500.02	\$30,000.00	\$30,000.00	\$30,000.00
03 - Regular Town Bridge	Town Bridge (SAAS Act. # 76)	\$12,488.03	\$222,394.97	\$179,639.67	\$259,319.69

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-599-113	1	2021.501/00010	MOBILIZATION	LS	\$10,000.00	1	0	\$0.00	1	\$10,000.00
SAP 064-599-113	2	2104.503/00255	REMOVE PIPE CULVERTS	L F	\$5.00	140	0	\$0.00	140	\$700.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-599-113	3	2106.507/00010	EXCAVATION - COMMON (P)	C Y	\$5.00	557	0	\$0.00	557	\$2,785.00
SAP 064-599-113	4	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	\$8.00	2836	0	\$0.00	2836	\$22,888.00
SAP 064-599-113	5	2118.509/00050	AGGREGATE SURFACING CLASS 5	TON	\$28.00	898	0	\$0.00	877.77	\$24,577.56
SAP 064-599-113	6	2123.510/00080	3.0 CU YD SHOVEL	HOURL	\$130.00	10	0	\$0.00	0	\$0.00
SAP 064-599-113	7	2123.510/00130	DOZER	HOURL	\$130.00	10	0	\$0.00	0	\$0.00
SAP 064-599-113	8	2401.503/08400	TYPE S (TL-4) BARRIER CONC (3S52) (P)	L F	\$800.00	200	0	\$0.00	200	\$160,000.00
SAP 064-599-113	9	2401.507/03643	STRUCTURAL CONCRETE (3B52) (P)	C Y	\$700.00	75	0	\$0.00	75	\$52,500.00
SAP 064-599-113	10	2401.508/00011	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	\$1.30	44480	0	\$0.00	44480	\$57,824.00
SAP 064-599-113	11	2401.518/03642	BRIDGE SLAB CONCRETE (3Y42-M) (P)	S F	\$30.00	2905	0	\$0.00	2905	\$67,150.00
SAP 064-599-113	12	2401.601/00010	STRUCTURE EXCAVATION	LS	\$10,500.00	1	0	\$0.00	1	\$10,500.00
SAP 064-599-113	13	2401.601/00060	SLOPE PREPARATION	LS	\$6,500.00	1	0	\$0.00	1	\$6,500.00
SAP 064-599-113	14	2402.502/07020	FLOOR DRAIN TYPE B702	EACH	\$500.00	2	0	\$0.00	2	\$1,000.00
SAP 064-599-113	15	2442.501/00010	REMOVE EXISTING BRIDGE	LS	\$12,500.00	1	0	\$0.00	1	\$12,500.00
SAP 064-599-113	16	2452.502/02075	C-I-P CONC TEST PILE 75 FT LONG 12"	EACH	\$13,230.00	2	0	\$0.00	2	\$26,460.00
SAP 064-599-113	17	2452.502/03075	C-I-P CONC TEST PILE 75 FT LONG 16"	EACH	\$14,955.00	2	0	\$0.00	2	\$29,910.00
SAP 064-599-113	18	2452.502/20050	PILE POINTS 12"	EACH	\$300.00	8	0	\$0.00	8	\$2,400.00
SAP 064-599-113	18	2452.502/20060	PILE POINTS 16"	EACH	\$400.00	10	0	\$0.00	10	\$4,000.00
SAP 064-599-113	20	2452.603/06120	C-I-P CONCRETE PILING 12"	L F	\$45.00	390	0	\$0.00	241.6	\$10,872.00
SAP 064-599-113	21	2452.603/06160	C-I-P CONCRETE PILING 16"	L F	\$68.00	520	0	\$0.00	198	\$13,464.00
SAP 064-599-113	22	2501.502/04018	18" GS PIPE APRON	EACH	\$250.00	8	0	\$0.00	4	\$1,000.00
SAP 064-599-113	23	2501.503/12018	18" CS PIPE CULVERT	L F	\$40.00	260	0	\$0.00	260	\$10,400.00
SAP 064-599-113	24	2502.501/00010	DRAINAGE SYSTEM TYPE (B910)	LS	\$2,185.00	1	0	\$0.00	1	\$2,185.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-599-113	25	2511.509/00013	RANDOM RIPRAP CLASS III	TON	\$55.00	700	0	\$0.00	614.01	\$33,770.55
SAP 064-599-113	26	2563.601/00010	TRAFFIC CONTROL	LS	\$1,800.00	1	0	\$0.00	1	\$1,800.00
SAP 064-599-113	27	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	\$500.00	1	0	\$0.00	1	\$500.00
SAP 064-599-113	28	2573.502/00140	CULVERT END CONTROLS	EACH	\$50.00	4	0	\$0.00	0	\$0.00
SAP 064-599-113	29	2573.503/00023	SILT FENCE, TYPE MS	LF	\$2.00	1623	0	\$0.00	1600	\$3,200.00
SAP 064-599-113	30	2573.503/00031	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	\$19.50	364	0	\$0.00	75	\$1,462.50
SAP 064-599-113	31	2573.503/00060	SEDIMENT CONTROL LOG TYPE STRAW	LF	\$3.00	292	0	\$0.00	0	\$0.00
SAP 064-599-113	32	2575.501/00020	TURF ESTABLISHMENT	LS	\$1,200.00	1	0	\$0.00	1	\$1,200.00
SAP 064-599-113	33	2575.504/00110	RAPID STABILIZATION METHOD 4	SY	\$1.65	500	0	\$0.00	0	\$0.00
SAP 064-599-113	34	2451.609	STRUCTURAL BACKFILL (P)	TON	\$23.00	420	0	\$0.00	420	\$9,660.00
SAP 064-599-113	35	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SY	\$2.00	3756	0	\$0.00	3060	\$6,120.00
SAP 064-599-113	36	2575.504	ROLLED EROSION PREVENTION CATEGORY 74	SY	\$16.00	128	0	\$0.00	5.5	\$88.00
SAP 064-599-113	37	2511.509	RANDOM RIPRAP CLASS III	TON	\$55.00	55	0	\$0.00	55	\$3,025.00
SAP 064-599-117	1	2021.501	MOBILIZATION	LS	\$10,000.00	1	0	\$0.00	1	\$10,000.00
SAP 064-599-117	2	2104.503	REMOVE PIPE CULVERTS	LF	\$6.00	49	0	\$0.00	49	\$294.00
SAP 064-599-117	3	2401.601	APPROACH GRADING	LS	\$1,500.00	1	0	\$0.00	1	\$1,500.00
SAP 064-599-117	4	2118.509	AGGREGATE SURFACING CLASS 5	TON	\$23.00	212	0	\$0.00	437.48	\$10,062.04
SAP 064-599-117	5	2123.510	3.0 CU YD SHOVEL	HOUR	\$130.00	10	0	\$0.00	0	\$0.00
SAP 064-599-117	6	2123.510	DOZER	HOUR	\$130.00	10	0	\$0.00	0	\$0.00
SAP 064-599-117	7	2401.503	TYPE F (TL-4) BARRIER CONCRETE (3S52) (P)	LF	\$80.00	198	0	\$0.00	198	\$15,840.00
SAP 064-599-117	8	2401.507	STRUCTURAL CONCRETE (1G52) (P)	CY	\$650.00	70	0	\$0.00	70	\$45,500.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-599-117	9	2401.507	STRUCTURAL CONCRETE (3B52) (P)	C Y	\$650.00	85	0	\$0.00	65	\$42,250.00
SAP 064-599-117	10	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	\$1.30	35070	0	\$0.00	35070	\$45,591.00
SAP 064-599-117	11	2401.518	BRIDGE SLAB CONCRETE (3Y42-M) (P)	S F	\$23.00	3418	0	\$0.00	3418	\$78,614.00
SAP 064-599-117	12	2401.601	STRUCTURE EXCAVATION	LS	\$28,065.00	1	0	\$0.00	1	\$28,065.00
SAP 064-599-117	13	2401.601	SLOPE PREPARATION	LS	\$7,500.00	1	0	\$0.00	1	\$7,500.00
SAP 064-599-117	14	2401.601	FOUNDATION PREPARATION EAST ABUT	LS	\$6,500.00	1	0	\$0.00	1	\$6,500.00
SAP 064-599-117	15	2402.502	FLOOR DRAIN TYPE B706 MODIFIED	EACH	\$3,000.00	2	0	\$0.00	2	\$6,000.00
SAP 064-599-117	16	2402.502	BEARING ASSEMBLY	EACH	\$2,500.00	8	0	\$0.00	8	\$20,000.00
SAP 064-599-117	17	2402.508	STRUCTURAL STEEL (3306) (P)	LB	\$5.50	530	0	\$0.00	530	\$2,915.00
SAP 064-599-117	18	2405.503	PRESTRESSED CONCRETE BEAMS 35MH (P)	L F	\$350.00	381	0	\$0.00	381	\$133,350.00
SAP 064-599-117	19	2442.501	REMOVE EXISTING BRIDGE	LS	\$12,500.00	1	0	\$0.00	1	\$12,500.00
SAP 064-599-117	20	2451.609	STRUCTURAL BACKFILL (P)	TON	\$20.00	1250	0	\$0.00	1250	\$25,000.00
SAP 064-599-117	25	2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	\$2,185.00	1	0	\$0.00	1	\$2,185.00
SAP 064-599-117	26	2511.509	RANDOM RIPRAP CLASS V	TON	\$50.50	1040	0	\$0.00	784.08	\$39,596.04
SAP 064-599-117	27	2563.601	TRAFFIC CONTROL	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
SAP 064-599-117	28	2573.501	EROSION CONTROL SUPERVISOR	LS	\$500.00	1	0	\$0.00	1	\$500.00
SAP 064-599-117	29	2573.503	SILT FENCE, TYPE MS	L F	\$2.00	560	0	\$0.00	566	\$1,132.00
SAP 064-599-117	30	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$17.50	200	0	\$0.00	0	\$0.00
SAP 064-599-117	31	2575.501	TURF ESTABLISHMENT	LS	\$1,500.00	1	0	\$0.00	0.5	\$750.00
SAP 064-599-117	32	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	\$2.00	1390	0	\$0.00	1646	\$3,292.00
SAP 064-599-117	33	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$1.65	500	0	\$0.00	0	\$0.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-599-117	34	2575.504	ROLLED EROSION PREVENTION CATEGORY 74	S Y	\$12.00	82	0	\$0.00	0	\$0.00
SAP 064-599-117	35	2401.507	STRUCTURAL CONCRETE (1P62)	C Y	\$650.00	79	0	\$0.00	243	\$157,950.00
SAP 064-599-117	36	2401.601	FOUNDATION PREPARATION WEST ABUT	LS	\$6,500.00	1	0	\$0.00	1	\$6,500.00
SAP 064-599-120	1	2021.501/00010	MOBILIZATION	LS	\$10,000.00	1	0	\$0.00	1	\$10,000.00
SAP 064-599-120	2	2401.503/08400	TYPE S (TL-4) BARRIER CONC (3S52) (P)	L F	\$80.00	174	0	\$0.00	174	\$13,920.00
SAP 064-599-120	3	2401.507/03643	STRUCTURAL CONCRETE (3B52) (P)	C Y	\$650.00	59	0	\$0.00	59	\$38,350.00
SAP 064-599-120	4	2401.508/00011	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	\$1.30	25840	0	\$0.00	25840	\$33,592.00
SAP 064-599-120	5	2401.601/00010	STRUCTURE EXCAVATION	LS	\$12,000.00	1	0	\$0.00	1	\$12,000.00
SAP 064-599-120	6	2401.601/00060	SLOPE PREPARATION	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
SAP 064-599-120	7	2402.502/07061	FLOOR DRAIN TYPE B706 MODIFIED	EACH	\$1,500.00	2	0	\$0.00	2	\$3,000.00
SAP 064-599-120	8	2402.602/08101	ELASTOMERIC BEARING PAD TYPE 1	EACH	\$125.00	10	0	\$0.00	10	\$1,250.00
SAP 064-599-120	9	2402.508/00010	STRUCTURAL STEEL (3306) (P)	LB	\$5.50	530	0	\$0.00	530	\$2,915.00
SAP 064-599-120	10	2405.503/00030	PRESTRESSED CONCRETE BEAMS 30MH (P)	L F	\$350.00	430	0	\$0.00	430	\$150,500.00
SAP 064-599-120	11	2452.502/09065	STEEL H-TEST PILE 66 FT LONG 10"	EACH	\$12,500.00	2	0	\$0.00	2	\$25,000.00
SAP 064-599-120	12	2452.502/20100	PILE TIP PROTECTION 10"	EACH	\$200.00	12	0	\$0.00	12	\$2,400.00
SAP 064-599-120	13	2452.603/10100	STEEL H-PILING 10"	L F	\$37.00	600	0	\$0.00	498.8	\$18,455.60
SAP 064-599-120	14	2452.603/08200	20" STEEL PILE SHELLS	L F	\$90.00	96	0	\$0.00	96	\$8,640.00
SAP 064-599-120	15	2502.501/00010	DRAINAGE SYSTEM TYPE (B910)	LS	\$2,186.00	1	0	\$0.00	1	\$2,186.00
SAP 064-599-120	16	2511.504/00017	GEOTEXTILE FILTER TYPE 7 (P)	S Y	\$3.50	719	0	\$0.00	719	\$2,516.50
SAP 064-599-120	17	2511.509/00013	RANDOM RIPRAP CLASS III	TON	\$55.00	520	0	\$0.00	552.02	\$30,361.10
SAP 064-599-120	18	2563.601/00010	TRAFFIC CONTROL	LS	\$1,500.00	1	0	\$0.00	1	\$1,500.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-599-120	19	2101.501/00020	CLEARING & GRUBBING	LS	\$10.00	1	0	\$0.00	0	\$0.00
SAP 064-599-120	20	2104.503/00255	REMOVE PIPE CULVERTS	L F	\$5.00	190	0	\$0.00	190	\$950.00
SAP 064-599-120	21	2106.507/00010	EXCAVATION - COMMON	C Y	\$5.00	566	0	\$0.00	566	\$2,830.00
SAP 064-599-120	22	2123.510/00080	3.0 CU YD SHOVEL	HOUR	\$130.00	10	0	\$0.00	0	\$0.00
SAP 064-599-120	23	2123.510/00130	DOZER	HOUR	\$130.00	10	0	\$0.00	0	\$0.00
SAP 064-599-120	24	2401.518	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	S F	\$25.00	3042	0	\$0.00	3042	\$76,050.00
SAP 064-599-120	25	2211.509	AGGREGATE BASE CLASS 5 (P)	TON	\$24.00	614	0	\$0.00	635.42	\$15,250.08
SAP 064-599-120	26	2401.601	APPROACH GRADING	LS	\$4,000.00	1	0	\$0.00	1	\$4,000.00
SAP 064-599-120	27	2442.501	REMOVE EXISTING BRIDGE	LS	\$12,500.00	1	0	\$0.00	1	\$12,500.00
SAP 064-599-120	28	2501.502	15" GS PIPE APRON	EACH	\$250.00	4	0	\$0.00	4	\$1,000.00
SAP 064-599-120	29	2501.503	16" CS PIPE CULVERT	L F	\$32.00	332	0	\$0.00	332	\$10,824.00
SAP 064-599-120	30	2511.509	RANDOM RIPRAP CLASS III	TON	\$55.00	56	0	\$0.00	56	\$3,080.00
SAP 064-599-120	31	2550.602	RELOCATE SIGN	EACH	\$100.00	1	0	\$0.00	0	\$0.00
SAP 064-599-120	32	2573.501	EROSION CONTROL SUPERVISOR	LS	\$500.00	1	0	\$0.00	1	\$500.00
SAP 064-599-120	33	2573.503	SILT FENCE, TYPE MS	L F	\$2.00	1437	0	\$0.00	1255	\$2,510.00
SAP 064-599-120	34	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$17.50	240	0	\$0.00	150	\$2,625.00
SAP 064-599-120	35	2575.501	TURF ESTABLISHMENT	LS	\$1,500.00	1	0	\$0.00	0.25	\$375.00
SAP 064-599-120	36	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$1.65	1994	0	\$0.00	0	\$0.00
SAP 064-599-120	37	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$2.00	1994	0	\$0.00	2800	\$5,600.00
<b>Base Bid Totals:</b>								<b>\$0.00</b>		<b>\$1,818,107.97</b>

Project Category Totals			
Project	Category	Amount This Request	Amount To Date

SAP 064-599-113	064-599-113 Participating	\$0.00	\$520,083.55
SAP 064-599-113	064-599-113 Non-Participating	\$0.00	\$90,158.06
SAP 064-599-120	064-599-120 Participating	\$0.00	\$437,636.20
SAP 064-599-120	064-599-120 Non-Participating	\$0.00	\$61,844.08
SAP 064-599-117	064-599-117 Participating	\$0.00	\$678,356.04
SAP 064-599-117	064-599-117 Non-Participating	\$0.00	\$30,030.04

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-599-113	CO1	38	2402.508 STRUCTURAL STEEL (3306) (P) (LB)	\$5.50	460	\$2,530.00	ITM	0	\$0.00	460	\$2,530.00
SAP 064-599-117	CO2	37	2545.501 2" CONDUIT SYSTEM (LS)	\$10,712.00	1	\$10,712.00	ITM	0	\$0.00	1	\$10,712.00
SAP 064-599-117	CO3	38	2105.607 ROCK EXCAVATION (C Y)	\$164.60	164	\$26,994.40	ITM	0	\$0.00	164	\$26,994.40
SAP 064-599-117	CO4	39	2101.501 CLEARING AND GRUBBING (LS)	\$3,022.00	1	\$3,022.00	ITM	0	\$0.00	1	\$3,022.00
SAP 064-599-117	CO5	39	2118.509 AGGREGATE SURFACING CLASS 5 (TON)	(\$1.15)	437.48	(\$503.10)	ITM	437.48	(\$503.10)	437.48	(\$503.10)
<b>Contract Change Totals:</b>									<b>\$503.10</b>		<b>\$42,755.30</b>

Contract Change Totals			
Number	Description	Effective Date	Amount
1	<p>Issue: Prior to construction the Engineer determined that Structural Steel listed in the plan was not a Bid Item.</p> <p>Resolution: The Engineer and the Contractor agreed to price for Structural Steel to be placed in the field at the direction of the Engineer.</p> <p>Payment for this work will be done at the negotiated lump sum and unit price, as provided in MnDot Specification 1904.3</p>	09/15/2022	\$2,530.00
2	<p>Issue: It was determined during construction that a Telephone/Internet and Electric utility provider needed conduit across bridge number 64597 for the placement of their utilities. The Engineer has determined that both utility companies needed a separate 2" conduit line spanning the length of the bridge.</p> <p>Resolution: The Redwood County Engineer and Contractor have agreed on conduit specification and cost for two lines of 2" conduit installation to be placed on the underside of the deck. With an agreement in place with Redwood County, MN Valley Telephone and Brown County Rural Electric to reimburse for said work.</p> <p>Payment for this work will be at the negotiated lump sum price, as provided in MnDOT specification 1904.3.</p>	05/03/2023	\$10,712.00
3	<p>Issue: During construction of Br. 64597. The excavation for the footings of both abutments required additional Rock Excavation that was not listed in the plan.</p> <p>Resolution: The Redwood County Engineer and the Contractor have determined that additional rock excavation is warranted and have agreed on a CY price for the additional excavation.</p> <p>Payment for this work will be at the negotiated unit price, as provided in MnDot specification 1904.3</p>	06/01/2023	\$26,994.40



<b>Contract Change Totals</b>			
<b>Number</b>	<b>Description</b>	<b>Effective Date</b>	<b>Amount</b>
4	<p>Issue: During construction of Br. 64597 (SAP 064-599-117) large cottonwood trees needed to be removed for bridge placement that was not listed on the plan.</p> <p>Resolution: The Redwood County Engineer and the Contractor have determined that the trees need to be removed and have agreed on a Lump Sum price for their removal and disposal.</p> <p>Payment for this work will be at the negotiated Lump Sum price, as provided in MnDot specification 1904.3</p>	07/19/2023	\$3,022.00
5	<p>Issue: During construction the placement of the CL-5 Aggregate Surfacing, the material was tested per SMC and did not meet the requirements on the 3/8" sieve. The Redwood County Engineer has determined that the Contractor shall have a monetary price reduction for failing material.</p> <p>Resolution: The Redwood County Engineer and Contractor have agreed on a 5% price reduction for the CL-5 Aggregate Surfacing not meeting specifications.</p> <p>Payment for this item will be at the negotiated % reduction per ton price, as provided in MnDOT specification 1904.3</p>	12/05/2023	(\$503.10)

<b>Material On Hand Additions</b>					
<b>Line</b>	<b>Item</b>	<b>Description</b>	<b>Date</b>	<b>Added</b>	<b>Comments</b>

<b>Material On Hand Balance</b>						
<b>Line</b>	<b>Item</b>	<b>Description</b>	<b>Date</b>	<b>Added</b>	<b>Used</b>	<b>Remaining</b>

<b>Contract Total</b>	<b>\$1,860,863.27</b>
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**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	2/6/2024	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	Next		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, County Highway Engineer
Final payment to Knife River for bituminous mill and overlay, aggregate shoulders, and striping on CSAH 13.		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b>		<input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Approve final payment to Knife River for Construction Project 22-12 (SAP 064-613-016) bituminous mill and overlay, aggregate shoulders, and striping.

**Background Information:**

Project consisted of 17 miles of mill and overlay, aggregate shoulders, and striping along CSAH 13, between the south county line and CSAH 2.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

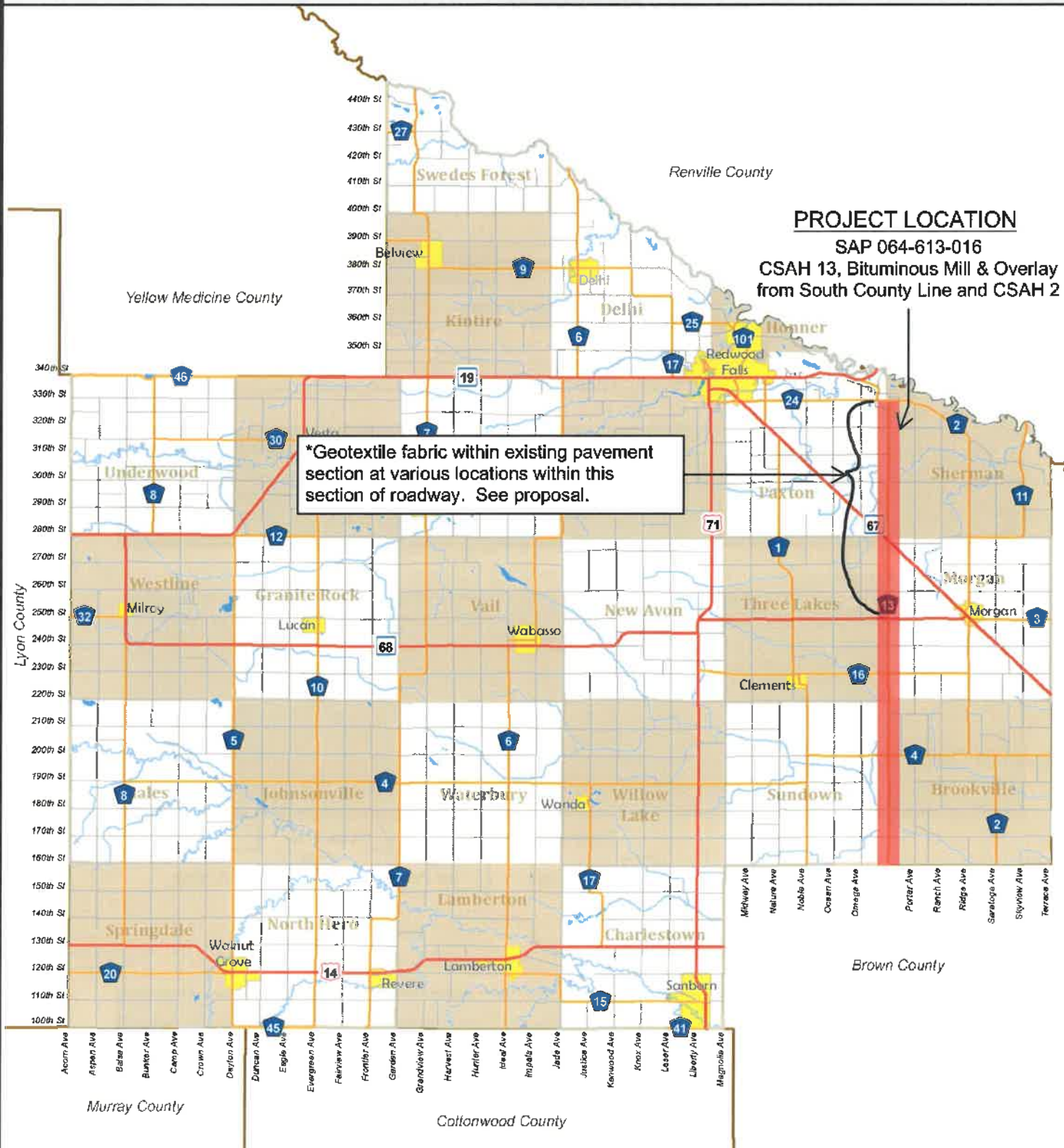
Date Requestor Requires Review Completion:

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

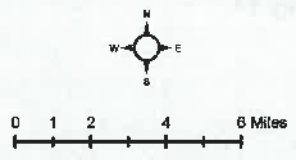


## PROJECT LOCATION

SAP 064-613-016

CSAH 13, Bituminous Mill & Overlay from South County Line and CSAH 2

\*Geotextile fabric within existing pavement section at various locations within this section of roadway. See proposal.



- |                               |                   |              |
|-------------------------------|-------------------|--------------|
| <b>Roads</b>                  | <b>Boundaries</b> | <b>Water</b> |
| Federal and State             | Cities            | Lakes        |
| County State Aid              | Townships         | Rivers       |
| All other County and Township | Counties          |              |

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

Contract Number: 22-12  
 Final Pay Request Number: 3

Project Number	Project Description
SAP 064-613-016	CSAH 13 Mill and Overlay

<b>Contractor:</b> KNIFE RIVER 4787 SHADOW WOOD DR NE SAUK RAPIDS, MN 56379	<b>Vendor Number:</b> Up To Date: 11/15/2023
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Contract Amount		Funds Encumbered	
Original Contract	\$3,864,532.29	Original	\$3,864,532.29
Contract Changes	\$72,138.60	Additional	N/A
Revised Contract	\$3,936,670.89	Total	\$3,864,532.29

Work Certified To Date	
Base Bid Items	\$3,591,424.25
Contract Changes	\$71,735.70
Material On Hand	\$0.00
Total	\$3,663,159.95

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 064-613-016	\$28,667.60	\$3,663,159.95	(\$181,724.62)	\$3,452,767.73	\$210,392.22	\$3,663,159.95

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$28,667.60	\$3,663,159.95	\$0.00	\$3,452,767.73	\$210,392.22	\$3,663,159.95
Percent: Retained: 0.00%			Percent Complete: 93.05%		
<b>Amount Paid this Final Pay Request: \$210,392.22</b>					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By  
*Anthony Selmer*  
 County/City/Project Engineer  
*11/16/2023*  
 Date

Approved By KNIFE RIVER  
*Mike Puhalla*  
 Contractor  
*12/12/2023*  
 Date

Project No. : SAP 064-613-016  
Final Pay Request No. : 3  
Contract No.: 22-12

**Certificate of Final Contract Acceptance**  
**Final Voucher Number: 3**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 12/2/2023 Signature [Signature] [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$3,663,159.95 and agrees to the amount of \$210,392.22 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: KNIFE RIVER By [Signature] Ronald A. Hall, Vice President

And [Signature] Mark Magnuson, Vice President And \_\_\_\_\_ State of MN, Benton County

On This 12<sup>th</sup> Day December, 2023 Before me appeared \_\_\_\_\_ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as \_\_\_\_\_ free to act and deed

(Corporate Acknowledgment)

Ronald A. Hall And Mark Magnuson to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and Vice Presidents of the Knife River

Corp. - NC Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Directors and said Ronald A. Hall and Mark Magnuson

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in Sherburne County

Seal Expires January 31, 2028 Signature [Signature]



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer

Redwood County

Contract No: 22-12  
Final Pay Request No. 3

**Redwood County  
Certificate of Final Acceptance  
Board Acknowledgment**

Contract Number: 22-12  
Contractor: KNIFE RIVER  
Date Certified: 11/15/2023  
Payment Number: 3

Whereas; Contract No. 22-12 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Redwood County and authorize final payment as specified herein.

State of

I, Redwood County, agency\_name within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

At Redwood Falls

Signed By \_\_\_\_\_

Redwood County

(SEAL)

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-07-24	\$3,262,272.17	\$163,113.61	\$3,099,158.56
2	2023-08-07	\$372,220.18	\$18,611.01	\$353,609.17
3	2023-11-15	\$28,667.60	(\$181,724.62)	\$210,392.22

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
064-613-016 Participating		\$3,663,159.95	\$0.00	\$3,452,767.73	\$210,392.22	\$3,663,159.95

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
01 County Bond	County Bonding	\$109,273.01	\$2,185,460.00	\$2,185,460.00	\$2,185,460.00
02 - County Sales Tax	Local / Local Option Sales Tax	\$67,387.70	\$1,347,754.00	\$1,347,754.00	\$1,347,754.00
03 - CSAH Funds	Regular (CSAH) (SAAS Act. # 70)	\$33,731.51	\$403,456.89	\$331,316.29	\$129,945.95

Contract Item Status										
Project	Line	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-613-016	1	2021.501	MOBILIZATION	LS	\$121.00 0.00	1	0	\$0.00	1	\$121,000.00
SAP 064-613-016	2	2112.604	SUBGRADE PREPARATION	S Y	\$9.00	720	0	\$0.00	920	\$8,280.00
SAP 064-613-016	3	2123.510	MOTOR GRADER	HOUR	\$365.00	10	0	\$0.00	0	\$0.00
SAP 064-613-016	4	2123.510	12 CU YD TRUCK	HOUR	\$160.00	10	0	\$0.00	0	\$0.00
SAP 064-613-016	5	2123.510	PNEUMATIC-TIRED ROLLER	HOUR	\$120.00	10	0	\$0.00	0	\$0.00
SAP 064-613-016	6	2123.610	SKID LOADER	HOUR	\$135.00	10	0	\$0.00	0	\$0.00
SAP 064-613-016	7	2130.523	WATER	MGAL	\$35.00	10	0	\$0.00	0	\$0.00
SAP 064-613-016	8	2221.509	SHOULDER BASE AGGREGATE CLASS 1	TON	\$19.65	20000	0	\$0.00	20021.3 B	\$393,420.12
SAP 064-613-016	9	2232.504	MILL BITUMINOUS SURFACE (1.0")	S Y	\$0.85	117595	0	\$0.00	118608	\$112,677.60
SAP 064-613-016	10	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.39	132362	0	\$0.00	134316	\$186,699.24
SAP 064-613-016	11	2232.504	MILL BITUMINOUS SURFACE (3.0")	S Y	\$3.00	14657	0	\$0.00	0	\$0.00
SAP 064-613-016	12	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (2.B)	TON	\$63.35	43920	0	\$0.00	42803.3 B	\$2,711,589.0

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-613-016	13	2360.508	TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING	TON	\$68.35	350	0	\$0.00	257.45	\$17,596.71
SAP 064-613-016	14	2360.609	TYPE SP 12.5 WEARING COURSE MIX (2,B) - SPECIAL (3")	TON	\$63.85	2340	0	\$0.00	0	\$0.00
SAP 064-613-016	15	2563.801	TRAFFIC CONTROL	LS	\$21,000.00	1	0	\$0.00	1	\$21,000.00
SAP 064-613-016	16	2582.503	4" SOLID LINE PAINT	L F	\$0.06	232242	0	\$0.00	230519	\$18,441.52
SAP 064-613-016	17	2582.518	CROSSWALK PAINT	S F	\$8.00	120	0	\$0.00	90	\$720.00
<b>Base Bid Totals:</b>								\$0.00		\$3,591,424.25

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 064-613-016	064-613-016 Participating	\$0.00	\$3,591,424.25

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-613-016	BK1	26	2360.601 Pavement Density Incentive/Disincentive (LS)	(\$4,455.91)	1	(\$4,455.91)	ITM	1	(\$4,455.91)	1	(\$4,455.91)
SAP 064-613-016	CO1	18	2021.501 MOBILIZATION (LS)	\$8,320.00	1	\$8,320.00	ITM	0	\$0.00	1	\$8,320.00
SAP 064-613-016	CO1	19	2104.503 REMOVE PIPE CULVERTS (L F)	\$45.00	64	\$2,880.00	ITM	0	\$0.00	64	\$2,880.00
SAP 064-613-016	CO1	20	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$30.00	30	\$900.00	ITM	0	\$0.00	46.57	\$1,397.10
SAP 064-613-016	CO1	21	2451.609 GRANULAR BACKFILL (TON)	\$30.00	30	\$900.00	ITM	0	\$0.00	0	\$0.00
SAP 064-613-016	CO1	22	2501.502 18" RC PIPE APRON (EACH)	\$2,400.00	2	\$4,800.00	ITM	0	\$0.00	2	\$4,800.00
SAP 064-613-016	CO1	23	2501.503 18" RC PIPE CULVERT (L F)	\$342.00	64	\$21,888.00	ITM	0	\$0.00	64	\$21,888.00
SAP 064-613-016	CO1	24	2563.801 TRAFFIC CONTROL (LS)	\$2,000.00	1	\$2,000.00	ITM	0	\$0.00	1	\$2,000.00
SAP 064-613-016	CO1	25	2575.501 TURF ESTABLISHMENT (LS)	\$1,783.00	1	\$1,783.00	ITM	0	\$0.00	1	\$1,783.00
SAP 064-613-016	CO2	27	2360.509 TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) (TON)	\$14.21	2331	\$33,123.51	ITM	2331	\$33,123.51	2331	\$33,123.51
<b>Contract Change Totals:</b>									\$28,667.60		\$71,735.70



Contract Change Totals			
Number	Description	Effective Date	Amount
1	Pavement Density -- Incentive/Disincentive	10/27/2023	(\$4,455.01)
1	<p>Issue: After project was awarded it was determined that a centerline culvert needed to be replaced at Sta. 200+74 prior to paving operations.</p> <p>Resolution: The Redwood County Engineer and Contractor have agreed to a negotiated unit price for the removal and installation of an 18"rcp culvert.</p> <p>Payment for this work will be at the negotiated lump sum price, as provided in MnDOT specification 1904.3.</p>	05/31/2023	\$43,471.00
2	<p>Issue: Prior to construction testing determined that the aggregate for the 2360 mbxture contained 4 percent of non-Class A Aggregate. Specification 3139.2A.2a allows a maximum of 4 percent. The Engineer has determined that it would benefit the county to have a lower percentage of non-Class A Aggregate.</p> <p>Resolution: The Redwood County Engineer and Contractor have agreed that the contractor shall haul and blend a Class A rock to the existing stockpile to create a Class A material containing less than 1 percent non-Class A Aggregate.</p> <p>Payment for this work will be at the negotiated unit price, as provided in MnDOT specification 1904.3</p> <p>Payment shall be at an additional cost for all tons placed.</p>	10/30/2023	\$33,123.51

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

<b>Contract Total</b>	<b>\$3,663,159.95</b>
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### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:	0-935-580-000
Submitted Date and Time:	12-Dec-2023 2:40:53 PM
Legal Name:	KNIFE RIVER CORPORATION NORTH CEN
Federal Employer ID:	41-0906808
User Who Submitted:	32MNTAX
Type of Request Submitted:	Contractor Affidavit

#### Affidavit Summary

Affidavit Number:	366170112
Minnesota ID:	9485354
Project Owner:	COUNTY OF REDWOOD
Project Number:	SAP 064-613-016
Project Begin Date:	17-May-2023
Project End Date:	31-Aug-2023
Project Location:	REDWOOD COUNTY CSAH 13 MILL AND OVERLAY
Project Amount:	\$3,663,159.95

#### Subcontractor Summary

Name	ID	Affidavit Number
ALL STATE TRAFFIC CONTROL, INC.	4300984	1190350848
R & E ENTERPRISES OF MANKATO INC	2881832	760958976
SIR LINES-A-LOT INC	3509324	947212288

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:	1-625-596-256
Submitted Date and Time:	17-Nov-2023 5:08:41 PM
Legal Name:	ALL STATE TRAFFIC CONTROL, INC.
Federal Employer ID:	47-6418502
User Who Submitted:	ASTCMN16
Type of Request Submitted:	Contractor Affidavit

#### Affidavit Summary

Affidavit Number:	1190350848
Minnesota ID:	4300864
Project Owner:	REDWOOD COUNTY
Project Number:	SAP 064-613-016
Project Begin Date:	17-May-2023
Project End Date:	31-Jul-2023
Project Location:	CSAH 13, REDWOOD CO
Project Amount:	\$13,577.97
Subcontractors:	No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:	0-472-527-200
Submitted Date and Time:	11-Dec-2023 10:49:33 AM
Legal Name:	R & E ENTERPRISES OF MANKATO INC
Federal Employer ID:	41-1644217
User Who Submitted:	REMankato5
Type of Request Submitted:	Contractor Affidavit

#### Affidavit Summary

Affidavit Number:	760958976
Minnesota ID:	2681832
Project Owner:	REDWOOD COUNTY
Project Number:	SAP 064-613-016
Project Begin Date:	26-Jun-2023
Project End Date:	11-Jul-2023
Project Location:	REDWOOD CO. CSAH 13
Project Amount:	\$202,854.42
Subcontractors:	No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



# DEPARTMENT OF REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-542-439-008
Submitted Date and Time:	22-Nov-2023 2:38:11 PM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalol
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	947212288
Minnesota ID:	3509324
Project Owner:	REDWOOD COUNTY
Project Number:	SAP 064-813-016
Project Begin Date:	01-Aug-2023
Project End Date:	31-Aug-2023
Project Location:	CSAH 13
Project Amount:	\$18,008.93
Subcontractors:	No Subcontractors

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us) business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> Road and Bridge
<b>Preferred 2<sup>nd</sup> Date:</b> Next Available	
<b>Discussion Item:</b> Authorize Lamberton Shop plumbing and gas line repairs.	<b>Presenter:</b> Anthony Sellner, County Highway Engineer
	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Authorize Lamberton Heating and Plumbing, Inc. to make appropriate repairs to County Shop in Lamberton in the amount of \$4,913.80.

**Background Information:**

West Central Sanitation backed into the Lamberton shop and seriously damaged the front of the building on 12/26/2023. Plumbing and gas line repairs need to be made, including reconstructing the gas line, water heater, bathroom and associated plumbing.

There was 1 quote received from Lamberton Heating and Plumbing, Inc for \$4,913.80. A second quote was requested from JD Plumbing Milroy, who are not able to provide plumbing services on short notice.

This work is approved by the MCIT adjuster and will be reimbursed to the County.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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





# Proposal

## Lamberton Heating and Plumbing, Inc. (507) 752-7451

Serving Lamberton and the Surrounding Area for over 50 years  
105 South Main St., Lamberton, MN 56152  
Since 1953 \* 2003 Lennox Partnering For Excellence Award



<b>PROPOSAL SUBMITTED TO: Redwood CTY. Hwy. Garage</b>	<b>PHONE</b>	<b>DATE ; 1/11/24</b>
<b>STREET 606 So. Ilex</b>	<b>JOB Name; AIR COMPRESSOR &amp; LINES</b>	
<b>CITY, STATE, ZIP CODE ; Lamberton , MN. 56152</b>	<b>JOB LOCATION; LAMBERTON GARAGE</b>	

REMOVE AIR COMPRESSOR & LINES BY DAMAGED WALL & REINSTALL AFTER WALL IS FIXED

ESTIMATED LABOR \$ 240.00

WE PROPOSE hereby to furnish material and labor, complete in accordance with above specifications, for the sum of \$ 240.00

Payment to be made as follows: UPON COMPLETION

This price quote is good until 2/11/24.

Contracture signature LAMBERTON HTG. & PLBG. INC.

The above is an estimated based on specs provided and does not cover any additional parts or labor which may be required after the work has been started. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (MN statutes 534.01)

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We reserve the right to remove equipment if payment is missed.

Date of acceptance \_\_\_\_\_

Customer signature \_\_\_\_\_





# Proposal

## Lamberton Heating and Plumbing, Inc. (507) 752-7451

Serving Lamberton and the Surrounding Area for over 50 years  
105 South Main St., Lamberton, MN 56152  
Since 1953 \* 2003 Lennox Partnering For Excellence Award



<b>PROPOSAL SUBMITTED TO: Redwood CTY. Hwy. Garage</b>	<b>PHONE ; 752-7016</b>	<b>DATE ; 1/11/24</b>
<b>STREET 606 So. Ilex</b>	<b>JOB NAME; NEW GAS LINE</b>	
<b>CITY, STATE, ZIP CODE ; Lamberton , MN. 56152</b>	<b>JOB LOCATION; LAMBERTON GARAGE</b>	

REMOVE PRESENT GAS LINE REPIPE WITH 1/2" BLACK IRON PIPE  
120FT 1/2" BLACK IRON PIPE , ELBOWS , TEES , COUPLINGS , CAP , GAS BALL VALVE , 1- MAXITROL REGULATOR ,

ALL MATERIAL & LABOR TO INSTALL

COMPLETELY INSTALLED

\$1,389.25

WE PROPOSE hereby to furnish material and labor, complete in accordance with above specifications, for the sum of \$1,389.25  
Payment to be made as follows: UPON COMPLETION

This price quote is good until 2/11/24

Contracture signature LAMBERTON HTG. & PLBG. INC.

The above is an estimated based on specs provided and does not cover any additional parts or labor which may be required after the work has been started. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (MN statutes 534.01)

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We reserve the right to remove equipment if payment is missed.

Customer signature \_\_\_\_\_

Date of acceptance \_\_\_\_\_



# Proposal

**Lamberton Heating and Plumbing, Inc.**  
**(507) 752-7451**

Serving Lamberton and the Surrounding Area for over 50 years  
105 South Main St., Lamberton, MN 56152  
Since 1953 \* 2003 Lennox Partnering For Excellence Award



<b>PROPOSAL SUBMITTED TO: Redwood CTY. Hwy. Garage</b>	<b>PHONE ; 752-7016</b>	<b>DATE ; 1/11/24</b>
<b>STREET 606 So. Illex</b>	<b>JOB NAME; REPLACE &amp; REPAIR PLUMBING</b>	
<b>CITY, STATE, ZIP CODE ; Lamberton , MN. 56152</b>	<b>JOB LOCATION; LAMBERTON GARAGE</b>	

REPLACE WATER LINES WITH 3/4 & 1/2 PEX PIPING & FITTINGS  
 INSTALL 2- NEW FAUCET SHUT OFFS [ WEST SIDE ] & 1- NEW FAUCET SHUT OFF [ SOUTH SIDE ]  
 REPLACE PRESENT ELECTRIC WATER HEATER [ WATER STUB OUTS & TANK GLASS LINING COMPROMISED ]  
 1- WATER HEATER FLEX WITH VALVE , 1- WATER HEATER FLEX LESS VALVE  
 REMOVE BATHROOM SINK & REINSTALL  
 2- PEX SHUT OFF VALVES & 2- SUPPLIES , P TRAP , REWORK DRAIN PIPE , 1- AUTO VENT  
 NEW STOOL BOLTS , TANK TO BOWL BOLTS & GASKET , SUPPLY PEX SHUT OFF VALVE & STOOL SUPPLY

ALL MATERIAL & LABORE TO INSTALL

COMPLETELY INSTALLED LESS WIRING

\$3,284.55

WE PROPOSE hereby to furnish material and labor, complete in accordance with above specifications, for the sum of \$3,284.55

Payment to be made as follows: UPON COMPLETION

This price quote is good until 2/11/24

Contracture signature LAMBERTON HTG. & PLBG. INC.

The above is an estimated based on specs provided and does not cover any additional parts or labor which may be required after the work has been started. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (MN statutes 534.01)

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We reserve the right to remove equipment if payment is missed.

Customer signature \_\_\_\_\_

Date of acceptance \_\_\_\_\_

G & R Electric Tracy did not have time  
to get me a quote per  
phone call

J D Plumbing Milroy did not have time to get  
me a quote per phone call

John



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> Road and Bridge
<b>Preferred 2<sup>nd</sup> Date:</b> Next Available	
<b>Discussion Item:</b>	<b>Presenter:</b> Anthony Sellner, County Highway Engineer
Authorize Lamberton Shop masonry repairs	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Authorize Andy's Masonary LLC to make appropriate repairs to County Shop in Lamberton in the amount of \$48,200.

**Background Information:**

West Central Sanitation backed into the Lamberton shop and seriously damaged the front of the building on 12/26/2023. Masonry repairs need to be made, along with installation of temporary building shoring and temporary heat. There were 2 quotes were received:  
 -Andy's Masonary LLC: \$48,200.00  
 -JT Egnor Construction: \$111,379.91  
 -Met Con Companies: No quote returned

This work is approved by the MCIT adjuster and will be reimbursed to the County.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable  
 Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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

**Andy,s**  
**MASONRY** LLC

LICENSE # BC790263

**18358 COUNTY RD 4 SPRINGFIELD MN**

**507 227 5388**

---

**Masonry bid for Lamberton county shop repair  
/Jamie Larson**

**Bid Total \$48,200**

Bid includes all necessary, insurance, equipment, and material  
Bid includes Masonry and shoring instructions provided by Guy engineering corporation.  
Including chapter 4 repairs of the evaluation.  
Andys Masonry will follow the plan drawings and instructions provided by guy engineering corporation.  
Bid also includes all demo, dumpster, shelter, LP gas, concrete block, corfill, Rebar, joint reinforcement, extruded foam, plywood, shoring materials, All paint/painting , ceiling in bathroom, deck over bathroom, man door, glass block, moving garage door and reinstall if necessary, railing above bathroom, caulking, removing of steel on ceiling, moving insulation, reinstall steel/insulation, moving air compressor and reinstall .

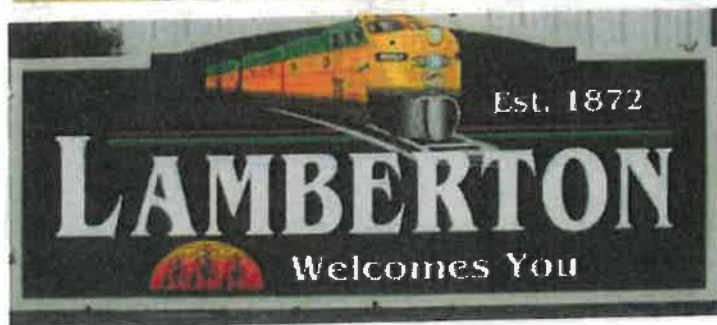
**(LIEN NOTICE)**

**(A). ANY PERSON OR COMPANY, SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION.**

**(B) UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE TO THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER, SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



## Construction Services Proposal



### Presented By:

**Dan Perry**

Senior Project Manager

JT Egner Construction

651.304.7217 Mobile

952.985.0582 Office

[dperry@jtegner.com](mailto:dperry@jtegner.com)

17595 Kenwood Trail, Ste 250

Lakeville, MN 55044



Tuesday, January 23, 2024

Jamie Larsen  
Redwood County Highway Department  
1820 E. Bridge St.  
Redwood Falls, MN 56283

Dear Mr. Larsen

Thank you for the opportunity to bid on the repair of the highway department building in Lamberton MN. Below I have outlined the scope of work as I understand it, what we will do and what will be done by others. I have included a rough draft schedule assuming we can get approved to get started in the next week or so.

I am utilizing union shoring, demolition, and block crews traveling in to complete this work. I am looking for local carpenters and have local painters, LP contractors, and construction dumpsters now. We are set to execute this work right away on approval and coordination. I have zero contingency dollars allocated, I do recommend the county or insurance company maintain a contingency budget for unforeseen conditions (We were limited to the visual observations, discussions and insurance report to base our narrative, scope and budget on).

### **Scope of work**

- JT Egner to assist in coordinating the make safe and removal of electrical, Natural Gas, and Plumbing in the area of the work. (These subs are not included in my contract, Electrician, Gas Company, Electric Company, plumber, Overhead door company, or low voltage provider.)
- JT Egner will mobilize to the site, set shoring in place to hold up building
- Others to remove and save Overhead door once shoring is installed.
- JT Egner will build temporary support wall at Overhead door and provide interior poly for weather control as needed.
- JT Egner will demo the walls as noted, peel back the ceiling (Assuming liner panel will be reused) and remove all block from the site.
- JT Egner will have temporary LP Tanks set and filled onsite.
- JT Egner Block Crew will arrive, Set exterior scaffolding and main weather enclosure. Set all Block walls from edge of overhead door and be toothed back in on wall past new Man door, including setting Glass Block Window. Heat enclosure with use of Portable heaters. Block crew will make spot repairs as necessary on opposite side of building, including core fills as needed to restrengthen wall, and re-tuck the joints that are popped.
- JT Egner Block crew will resecure top plate of wall to block wall
- JT Egner Carpenters will arrive, to fur out interior walls and apply foam board insulation, install 2 residential style wood framed, steel man doors. Frame out ceiling structure that compressor sits on,



and re lift compressor. (Final Connections by others), reinstall ceiling steel and address insulation above work areas as needed to return to approximately the original state.

- JT Egner shoring company will remove the shoring
- Overhead door to be reinstalled (this subcontractor by others)
- JT Egner will paint interiors, and once block walls are cured 2 weeks, will paint exterior of walls to match existing (Note exact match will be impossible, it will be noticeable where new paint starts and stops.
- JT Egner block crew will remove exterior enclosure, poly and scaffolding.
- Electric, Electrical, Gas Company, Plumber will return existing utilities (this contract by others).

### Costs Broken Down By Division

General Conditions	\$21,722.46
Onsite Supervision	
Project Management	
Temporary Heat	
General Liability and Builders Risk	
Product Handling & Freight	
Temporary Facilities	
Construction Dumpsters	
Shoring and Selective Demolition	\$24,048
Masonry Furnish and Install	\$39,585
Rough Carpentry	\$9,399
Painting & Misc. Finishing work	\$6,500
Contractor Fee and Profit	\$10,125.45
<b>Project Total</b>	<b>\$111,379.91</b>

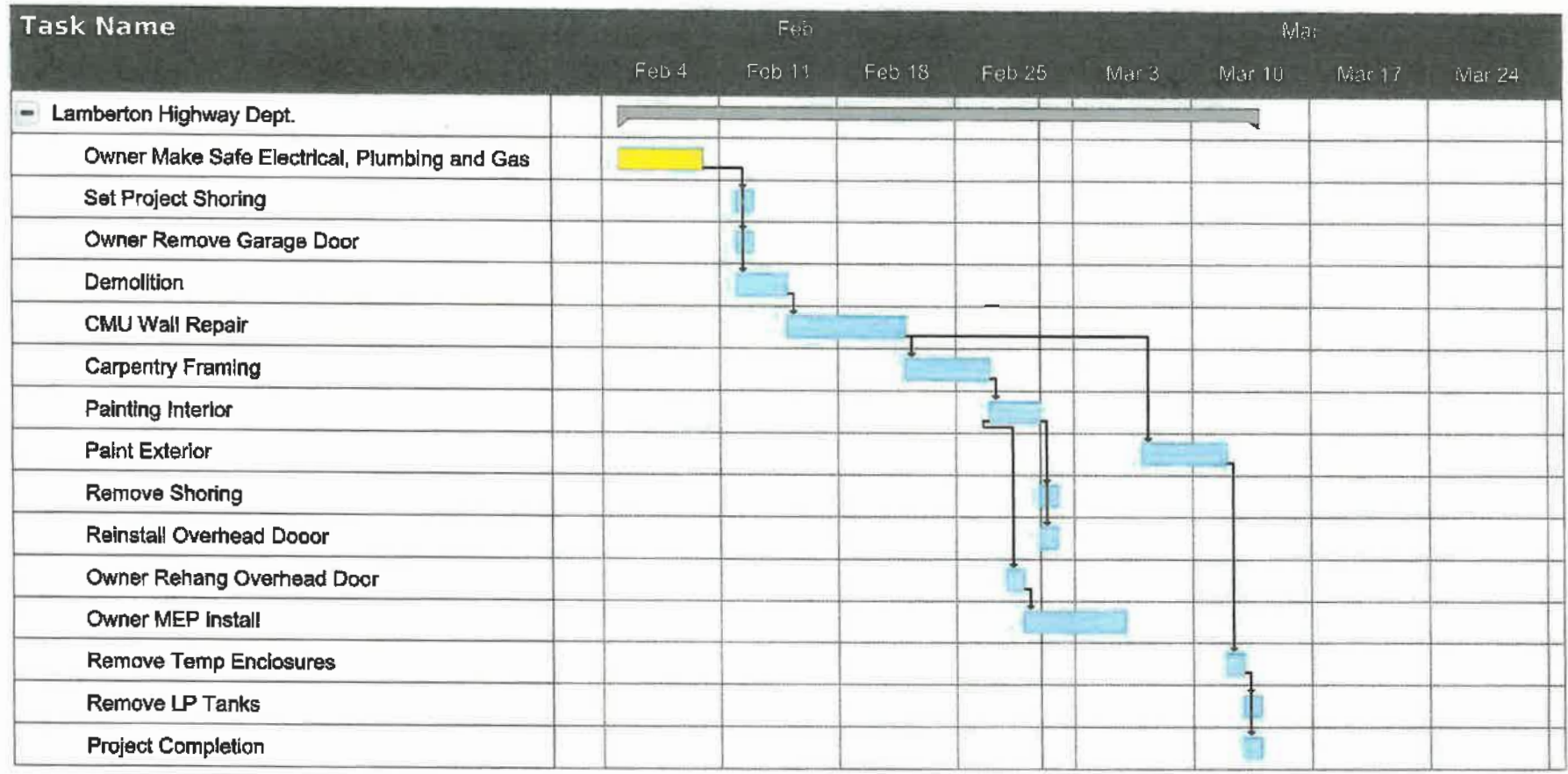
Sincerely

A handwritten signature in black ink, appearing to read 'Dan Perry', is written over a horizontal line.

Dan Perry  
Senior Project Manager – Operations  
JT Egner Construction



# Lamberton Highway Department





**MET-CON**  
COMPANIES  
CONSTRUCTION SERVICES

**PAUL BOSSMANN**  
Project Manager / Estimator

15760 Acorn Trail  
Faribault, MN 55021  
Phone: (507) 332-2266  
Fax: (507) 332-8742

Direct: (507) 333-1117  
Cell: (507) 291-0307  
Email: paul.bossmann@met-con.com  
Website: www.met-con.com

Paul did not return  
a Quote.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 2/6/2024	<b>Originating Dept.:</b> Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b> Next Available	
<b>Discussion Item:</b>	<b>Presenter:</b> Anthony Sellner, County Highway Engineer
Approve Resolution of Support for the City of Lambertton	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve Resolution of Support for a Lambertton Safe Routes to School Planning Grant application.

**Background Information:**

The resolution is to support the City's Safe Route's to School planning grant application.  
See attached resolution.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable  
Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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

**Redwood County Board of Commissioners**

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



**Resolution**  
**Lamberton Safe Routes to School Planning Grant**  
*February 6, 2024*

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on February 6, 2024 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, the City is applying for a Safe Routes to School Planning Grant; and

WHEREAS, the City is seeking to have the existing conditions analyzed, and further a previous Walk Audit; and

WHEREAS, the City is seeking to conduct more public outreach to identify needs and wants of the community; and

WHEREAS, the City is looking to identify infrastructure needs and other improvements to encourage and allow students to continue walking and riding bikes to school; and

WHEREAS, Redwood County supports sponsorship requirements needed for the City to execute Safe Routes to School Grants.

NOW, THEREFORE BE IT RESOLVED, Redwood County supports the City of Lamberton’s Safe Routes to School application and efforts to create a long-term safe route to school vision with a holistic and community driven approach.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this 6th day of January, 2024

\_\_\_\_\_  
Board Chair, Redwood County

ATTEST:

\_\_\_\_\_  
Administrator, Redwood County

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

**JIM SALFER**  
2nd District  
865 Pine Street  
Wabasso, MN 56293  
(507) 342-2431  
Jim\_S2@co.redwood.mn.us

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

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

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	2/6/2023	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	Next Available		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, County Highway Engineer.
Approve Resolution to support Lower Sioux's CSAH 2 RAISE Grant Application		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b>		<input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Approve resolution to support the Lower Sioux Indian Community's RAISE Grant application for County State Aid Highway (CSAH) 2 Road and Shared Use Path Improvement Project.

**Background Information:**

The resolution will support the Lower Sioux Indian Community's federal RAISE grant application, which is a refined and enhanced submittal of the 2022 Redwood County Highway Department RAISE Grant Application, which was a highly rated project of merit. The 2024 application will be completed through a joint effort with the MnDOT Tribal Affairs Office, Lower Sioux Indian Community and Redwood County Highway Department.

If awarded funds, the project will reconstruct CSAH 2 from CSAH 11 to 305th St, complete pavement rehabilitation from Morgan to CSAH 11 and from 305th St to CSAH 24, will create a 10-ton pavement network, install pedestrian crossings and construct an important trail segment.

The Redwood County Highway Department obtained a \$30,000 local technical assistance grant to pay for their share of the consulting fees to re-apply. Redwood County is under contract with Bolton and Menk for design services on the reconstruction segment of CSAH 2, from CSAH 11 to 305th Street. A project open house occurred on November 30, 2023 where additional public feedback was gathered for the reconstruction segment, from CSAH 11 to 305th Street.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable  
 Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator:  Yes  No

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



**U.S. Department of Transportation  
Rebuilding American Infrastructure Sustainability Equity (RAISE)**



**RAISE 2022 Ratings**

Date: 9/7/2022

Department: Office of the Secretary

Project Name: *Redwood County State Aid Highway 2 Road and Shared Use Path Improvemets*

Applicant Organization: *County of Redwood*

Project Location: *MN: Minnesota / Redwood Falls / MN - Redwood County*

Urban/Rural: *Rural*

<b>Overall Merit Evaluation Rating: Highly recommended</b>	
<b>Individual Merit Criteria Ratings</b>	<b>Rating</b>
Safety	<i>High</i>
Environmental Sustainability	<i>Medium</i>
Quality of Life	<i>Medium</i>
Mobility and Community Connectivity	<i>High</i>
Economic Competitiveness and Opportunity	<i>High</i>
State of Good Repair	<i>High</i>
Partnership and Collaboration	<i>High</i>
Innovation	<i>High</i>

Technical Assessment	<b>Rating</b>
	<i>Somewhat Certain</i>

**Second Tier Analysis Assessment:**

Financial Completeness Assessment	<b>Rating</b>
	<i>Complete</i>

Environmental Risk Assessment	<b>Rating</b>
	<i>High Risk</i>

Benefit Cost Analysis	<b>Rating</b>
	<i>Negative: Costs Exceed Benefits</i>

**Senior Review Team Designation: Highly Rated**

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



**Resolution**  
**Lower Sioux RAISE Grant Application Letter of Support**  
**County State Aid Highway (CSAH) 2 Road and Shared Use Path Improvement Project**  
*February 6, 2024*

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on February 6, 2024 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, the Lower Sioux Indian Community in the State of Minnesota (“Community”) is applying for a RAISE Grant for the CSAH 2 Road and Shared Use Path Improvement Project; and

WHEREAS, Redwood County supports this project as it will serve both the area transportation network and the Community for many years; and

WHEREAS, the project will enhance traffic operations and safety in the region, boost mobility, reduce congestion, spur economic activity and growth, and improve the quality of life for all those who use the area transportation system; and

WHEREAS, the project includes reconstruction of CSAH 2 from CSAH 11 to 305<sup>th</sup> Street, pavement rehabilitation from Morgan to CSAH 11 and from 305<sup>th</sup> Street to CSAH 24, will create a 10-ton pavement network, install pedestrian crossings and construct an important trail segment; and

WHEREAS, the project will exceed requirements and intentions for the RAISE grant program, addressing equity, climate change, tribal needs, safety, economic strength and infrastructure needs, among many other initiatives; and

WHEREAS, Redwood County has invested hundreds of thousands of dollars in maintaining the CSAH 2 corridor and has invested \$360,499 into contracted design of the reconstruction segment in order to advance the project.

NOW, THEREFORE BE IT RESOLVED, Redwood County strongly supports this grant application and the local commitments that are required to fully execute the grant.

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

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



This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this \_\_ day of February 6, 2024

\_\_\_\_\_  
Board Chair, Redwood County

ATTEST:

\_\_\_\_\_  
Administrator, Redwood County

*1st District*

**RICK WAKEFIELD**

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Walnut Grove, MN 56180

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*2nd District*

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*5th District*

**DAVE FORKRUD**

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**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	02/06/2024	<b>Originating Dept.:</b>	RRRSWA
<b>Preferred 2<sup>nd</sup> Date:</b>	Next Available		
<b>Discussion Item:</b>		<b>Presenter:</b>	Vicki Knobloch-Kletscher
2024 Solid Waste Hauler Licenses		<b>estimated time needed:</b>	5 Minutes
<b>Board Action:</b>		<input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve yearly Solid Waste Hauler Licenses for the following:  
Purple Roll-Off

**Background Information:**

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

Each license requires a \$50.00/truck fee. \$2,250 was collected for 2023 licensing, but that amount can fluctuate each year with the number of trucks each hauler chooses to license.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

[Empty text box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

# **SOLID WASTE HAULERS LICENSE**

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

## **Purple Roll-Off**

is authorized and is granted this license to collect and haul solid  
waste for hire within the County of Redwood, State of Minnesota,  
for and during the year ending December 31, 2024.

Dated, this 6<sup>th</sup> day of February, 2024

**BOARD OF REDWOOD COUNTY COMMISSIONERS**

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

## **Redwood County Board of Commissioners**

P.O. Box 130 Redwood Falls, MN 56283



### **Board of County Commissioners Redwood County, Minnesota**

#### **RESOLUTION IN OPPOSITION TO REDESIGNING THE STATE FLAG AND SEAL**

WHEREAS, the 2023 Legislature created a State Emblems Redesign Commission in the Laws of Minnesota, Chapter 62, Article 2, Section 118 the purpose of which is to redesign the official state flag and official state seal, and

WHEREAS, the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature by no later than January 1, 2024, and

WHEREAS, the official seal of the State of Minnesota has remained unchanged since 1858; the current official state flag was created in 1957 with minor modifications done in 1983, and

WHEREAS, the official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state, and

WHEREAS, there is a substantial public cost associated with making this change that does not advance the public interest, including every deputy badge, seals in every courtroom and County Board Rooms across the state at substantial public expense, and

WHEREAS, the public reaction to the proposed designs has thus far been overwhelmingly negative.

NOW, THEREFORE, BE IT RESOLVED the Redwood County Board of Commissioners hereby urges our legislative delegation and the Governor to reject the work of the State Emblems Redesign Commission.

BE IT FURTHER RESOLVED the Redwood County Board of Commissioners hereby urges our legislative delegation and the Governor to retain the existing state seal and state flag as the official emblems for the State of Minnesota.

Passed on this 6<sup>th</sup> day of February, 2024

ATTEST:

\_\_\_\_\_  
Vicki Kletscher, Administrator

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

*1st District*  
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