

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

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

TUESDAY MARCH 5, 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 March 5<sup>th</sup> meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
  - February 20<sup>th</sup> minutes
  - Bills

**9:00 a.m.**

- **PUBLIC HEARING**  
Affidavit of Publication
  - 1) Amended Tobacco Ordinance
  - 2) Cannabis Ordinance
  - 3) Ordinance with annual updated & amending code

**9:15 a.m.**

- **PUBLIC HEARING-CDBG**  
Vicki Kletscher
  - 1) CV Broadband Project Overview

**9:30 a.m.**

- **PUBLIC HEARING-DITCH AUTHORITY**  
Nick Brozek
  - 1) Redetermination of CD 25
  - 2) Petition to outlet- CD 52

**9:40 a.m.**

- **BREAK**

**9:50 a.m.**

- **MAINTENANCE**  
Loren Gewerth
  - 1) Emergency snow removal

**9:55 a.m.**

- **TECHNOLOGY**  
Paul Parsons
  - 1) EV Reach aka Goverlan
  - 2) Risk Assessment Checklist

*Agenda*  
*Board of Commissioners*  
*March 5, 2024*

- 3) Security and Acceptable Use Policy
- 4) Barracuda Email Filter Renewal

**10:15 a.m.**

➤ **BREAK**

**10:30 a.m.**

- **DITCH AUTHORITY-LYON-REDWOOD JD 9**  
Nick Brozek
- 1) Petition to outlet- JD 9- Hemish

**10:40 a.m.**

- **ENVIRONMENTAL**  
Nick Brozek
- 1) Statutory Review of Powerlines

**10:50 a.m.**

- **ROAD & BRIDGE**  
Anthony Sellner
- 1) Budget Summary
  - 2) Bills
  - 3) Lamberton Shop Repairs
  - 4) Box Culvert Project Advertising
  - 5) Professional Engineering Inspection Services
  - 6) Grapple Purchase
  - 7) Declare Homemade Grapple Excess Equipment
  - 8) Resolution to make County Surveyor Appointed Position
  - 9) Resolution to appoint Jesse Zeig as County Surveyor
  - 10) Public Land Survey System Grant Assurances
  - 11) Public Land Survey System Grant Certification
  - 12) Public Land Survey System Grant Resolution
  - 13) Motor Grader Training
  - 14) Payloader Training
  - 15) Award Construction Contract 24-1 for Pavement Rehabilitation on CSAH 7, 8, and 10
  - 16) Authorize signature of Construction Contract 24-1 (pending County Attorney approval)
  - 17) CSAH 2 Phase 1 Archeology Study
  - 18) CSAH 2 RAISE Grant Application
  - 19) Declare 1994 Triaxle Trailer Excess Equipment
  - 20) Final Pay Request to Duinick Inc for Construction project 23-6
  - 21) Final Pay Request to Fahmer Asphalt Sealers, LLC for Construction project CMP 23-PM

**11:45 a.m.**

- **ADMINISTRATION**
- 1) Set Special Board meeting for Friday, March 8 at 8:30 a.m.

*Personnel Action Items:*

- 1) Resignation
- 2) New Hire
- 3) Reclassifications
- 4) AFSCME MOU

**Commissioner Items:**

- Centra Care Letter of Support – paperwork pending

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**

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

April 2<sup>nd</sup>– 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,  
Board Room

April 16<sup>th</sup>– 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,  
Board Room

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

REDWOOD COUNTY, MINNESOTA

February 20, 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; Administrative Assistant Sierra Fluck, Highway Engineer Anthony Sellner; Human Resources Coordinator Peter Brown; Sheriff Jason Jacobson, Minnesota Department of Natural Resources Jeffrey Zajac, Lisa Dallenbach, Mary Bratsch, Tammy Houle, Richard Weedman.

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

Lisa Dallenbach was present for the Open Forum and requested to discuss the North Start Act.

On motion by Van Hee, second by Wakefield, 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. Wakefield identified a conflict in the Abstract of Bills.

**CONSENT AGENDA**

- On motion by Van Hee, second by Forkrud, with Wakefield abstaining due to a conflict of interest, the Board voted to approve the bills from Lori Wakefield in the amount of \$780.00 and Rick Wakefield in the amount of \$390.00.
- On motion Van Hee, second by Forkrud, excluding the bills from Lori Wakefield in the amount of \$780.00 and Rick Wakefield in the amount of \$390.00, the Board voted unanimously to approve the follow:
- On motion by Groebner, second by Forkrud, the Board voted unanimously to approve the following:
  - February 1<sup>st</sup> Minutes
  - February 6<sup>th</sup> Minutes
  - Payment of bills:

|                     |                 |
|---------------------|-----------------|
| General Fund        | \$ 1,692,810.56 |
| Building Fund       | \$ 9,538.80     |
| Ditch Fund          | \$ 509,259.89   |
| Solid Waste Fund    | \$ 212.05       |
| Soil and Water Fund | \$ 4,721.09     |

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

| <u>Vendor Name</u>              | <u>Amount</u> |
|---------------------------------|---------------|
| ADVANCED CORRECTIONAL HEALTHCAR | 11,212.41     |
| BEACH TRANSPORT INC             | 429,345.78    |

|                                     |                     |
|-------------------------------------|---------------------|
| BUELTEL-MOSENG LAND SURVEYING INC   | 3,500.00            |
| CORRECTIONAL TECHNOLOGIES INC       | 10,115.00           |
| COUNTIES PROVIDING TECHNOLOGY       | 4,740.00            |
| COUNTY OF RENVILLE                  | 19,806.70           |
| ELECTION SYSTEMS & SOFTWARE INC     | 5,285.70            |
| G & J AWNING AND CANVAS INC         | 3,450.00            |
| G & R CONTROLS INC                  | 5,172.00            |
| JESSE'S COLLISION & RESTORATION LLC | 11,376.53           |
| L & S CONSTRUCTION CORP             | 53,517.80           |
| LEHRER/ART                          | 3,700.00            |
| MN COUNTIES INTERGOVERNMENTAL T     | 2,670.00            |
| NUVERA                              | 1,559,643.00        |
| PFARR/ROGER                         | 3,721.09            |
| REDWOOD COUNTY HIGHWAY DEPT         | 4,917.78            |
| SCHNEIDER GEOSPATIAL LLC            | 15,204.00           |
| SEACHANGE PRINT INNOVATIONS         | 4,590.00            |
| TAFT STETTINIUS & HOLLISTER LLP     | 3,090.00            |
| THE MARKET AT REDWOOD LLC           | 8,403.79            |
| TNT CONSTRUCTION-KERKHOFF INC       | 17,791.50           |
| VEENSTRA/KEITH D                    | 2,096.00            |
| 78 Payments less than 2 0 0 0       | 32,855.53           |
| <b>Final Total:</b>                 | <b>2,216,204.61</b> |

**EMPLOYEE RECOGNITION**

- The Board recognized Eric Johnson, Restorative Justice Coordinator for 10 years of Service to Redwood County.

**ROAD AND BRIDGE**

- Sellner informed the Board of the PLSS Monument Grant and County Surveyor Appointment which is to establish and certify section corners throughout the State.

**AUDITOR-TREASURER**

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve the following consent agenda: Cash Balance Report; Investment Summary; Budget Reports, and January 2024 Disbursements in the amount of \$1,477,012.14.
- Bills exceeding \$2,000:

| <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> |

| <u>Vendor Name</u>            | <u>Amount</u>   |
|-------------------------------|-----------------|
| MN COMMISSION OF FINANCE      | 5,088.50        |
| 11 Payments less than 2 0 0 0 | 3,089.53        |
| <b>Final Total:</b>           | <b>8,178.03</b> |

| <u>Vendor Name</u>        | <u>Amount</u>   |
|---------------------------|-----------------|
| FARMWARD COOPERATIVE      | 3,136.50        |
| 6 Payments less than 2000 | 1,269.20        |
| <b>Final Total:</b>       | <b>4,405.70</b> |

| <u>Vendor Name</u>                | <u>Amount</u>     |
|-----------------------------------|-------------------|
| BLUE CROSS BLUE SHIELD OF MINNESO | 64,754.64         |
| BLUE CROSS BLUE SHIELD OF MINNESO | 27,134.76         |
| BLUE CROSS BLUE SHIELD OF MINNESO | 26,941.14         |
| GREAT PLAINS NATURAL GAS CO       | 2,971.17          |
| MINNESOTA DEPARTMENT of REVENUE   | 32,070.60         |
| MINNESOTA UC FUND                 | 3,180.00          |
| REDWOOD COUNTY LICENSE CENTER     | 3,758.90          |
| REDWOOD FALLS PUBLIC UTILITIES    | 5,642.61          |
| REDWOOD FALLS PUBLIC UTILITIES    | 3,878.16          |
| WEX LEAP                          | 8,122.77          |
| WEX LEAP                          | 5,058.21          |
| WEX LEAP                          | 8,122.77          |
| 37 Payments less than 2 0 0 0     | 18,390.93         |
| <b>Final Total:</b>               | <b>210,026.66</b> |

| <u>Vendor Name</u>           | <u>Amount</u>   |
|------------------------------|-----------------|
| 7 Payments less than 2 0 0 0 | 1,893.59        |
| <b>Final Total:</b>          | <b>1,893.59</b> |

| <u>Vendor Name</u>           | <u>Amount</u>    |
|------------------------------|------------------|
| DUININCK INC                 | 63,698.41        |
| 4 Payments less than 2 0 0 0 | 369.80           |
| <b>Final Total:</b>          | <b>64,068.21</b> |

| <u>Vendor Name</u>        | <u>Amount</u>    |
|---------------------------|------------------|
| FARMWARD COOPERATIVE      | 10,027.67        |
| 3 Payments less than 2000 | 446.28           |
| <b>Final Total:</b>       | <b>10,473.95</b> |

| <u>Vendor Name</u>        | <u>Amount</u>    |
|---------------------------|------------------|
| FARMWARD COOPERATIVE      | 3,237.13         |
| OLSON CHEVROLET           | 61,528.34        |
| 2 Payments less than 2000 | 1,822.99         |
| <b>Final Total:</b>       | <b>66,588.46</b> |

| <u>Vendor Name</u>               | <u>Amount</u>     |
|----------------------------------|-------------------|
| METLIFE                          | 4,387.36          |
| MIND BODY SPIRIT WELLNESS CENTER | 55,000.00         |
| SOUTHWEST HEALTH & HUMAN SERVICE | 46,275.00         |
| 3 Payments less than 2 0 0 0     | 2,253.80          |
| <b>Final Total:</b>              | <b>107,916.16</b> |

| <u>Vendor Name</u>           | <u>Amount</u>    |
|------------------------------|------------------|
| R & G CONSTRUCTION CO        | 19,700.00        |
| 5 Payments less than 2 0 0 0 | 992.52           |
| <b>Final Total:</b>          | <b>20,692.52</b> |

| <u>Vendor Name</u>    | <u>Amount</u> |
|-----------------------|---------------|
| CITY OF LAMBERTON     | 10,007.46     |
| CITY OF MORGAN        | 4,063.54      |
| CITY OF REDWOOD FALLS | 26,778.96     |
| CITY OF VESTA         | 5,287.19      |
| CITY OF WALNUT GROVE  | 3,479.21      |
| RRRSWA                | 6,782.28      |
| SCHOOL DISTRICT 2754  | 5,901.68      |

|                                  |                   |
|----------------------------------|-------------------|
| SCHOOL DISTRICT 2884             | 5,326.81          |
| SCHOOL DISTRICT 2897             | 24,116.60         |
| SCHOOL DISTRICT 2898             | 3,456.13          |
| SCHOOL DISTRICT 2904             | 2,587.25          |
| SCHOOL DISTRICT 635              | 3,385.80          |
| SCHOOL DISTRICT 640              | 9,825.35          |
| SOUTHWEST HEALTH & HUMAN SERVICE | 27,696.60         |
| 38 Payments less than 2 0 0 0    | 29,035.07         |
| <b>Final Total:</b>              | <b>167,729.93</b> |

| <u>Vendor Name</u>            | <u>Amount</u>   |
|-------------------------------|-----------------|
| 12 Payments less than 2 0 0 0 | 3,581.88        |
| <b>Final Total:</b>           | <b>3,581.88</b> |

| <u>Vendor Name</u>           | <u>Amount</u>    |
|------------------------------|------------------|
| FRONTIER PRECISION, INC      | 25,881.50        |
| 3 Payments less than 2 0 0 0 | 1,409.83         |
| <b>Final Total:</b>          | <b>27,291.33</b> |

| <u>Vendor Name</u>             | <u>Amount</u>     |
|--------------------------------|-------------------|
| EVERSTRONG CONSTRUCTION INC    | 372,935.61        |
| REDWOOD FALLS PUBLIC UTILITIES | 2,604.53          |
| ZIMMERMANN MAINTENANCE         | 9,629.40          |
| 2 Payments less than 2 0 0 0   | 839.91            |
| <b>Final Total:</b>            | <b>386,009.45</b> |

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to set the 2023 reserves and designations fund balances and authorized Price & Kletscher to make any additional changes per audit adjustments.
- Kletscher updated the Board on the Ditch Fund Transfers with a remaining balanced owed of \$257,434.53 from Ditch Fund to the General Fund, has been paid back.
- On motion by Wakefield, second by Forkrud, in a roll call vote with Salfer, Forkrud, Van Hee, Groebner, and Wakefield all voting aye the Board adopted the following Resolution:

WHEREAS, Various Joint County Drainage system accounts have insufficient funds to pay the expenses incurred in maintaining the efficiency of the drainage systems; and

WHEREAS, Minnesota State Statutes 103E.655, Subdivision 2 provides that the County Drainage Authority may transfer funds from other drainage system accounts under its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, That the Redwood County Drainage Authority authorizes temporary transfers of \$2,360,187.48 as of 12/31/23 from various drainage systems and the general fund to the following drainage accounts:



|                  |             |                      |             |                               |               |
|------------------|-------------|----------------------|-------------|-------------------------------|---------------|
| CD 12A           | -2,331.99   | CD 64-31             | -388.02     | JD 17 R & B                   | -4,727.42     |
| CD 14 & 14-1     | -8,641.81   | CD 64-37             | -491.73     | JD 18 B & R                   | -12,686.71    |
| CD 20            | -7,175.22   | CD 64-42             | -1,370.49   | JD 20 M, L, R SPRINGDALE only | -21.50        |
| CD 22            | -1,257.95   | CD 65                | -2,377.36   | JD 22 R & L                   | -20,112.77    |
| CD 22-A          | -61.34      | CD 66                | -8,243.16   | JD 24 R & B                   | -12,473.82    |
| CD 24            | -24,058.22  | CD 69                | -2,246.28   | JD 29 B & R                   | -3,973.83     |
| CD 25            | -3,009.82   | CD 70                | -78,794.54  | JD 31 R & L                   | -4,647.99     |
| CD 26            | -23,316.55  | CD 72                | -8,886.47   | JD 33 R & YM                  | -386,038.62   |
| CD 28            | -42,471.70  | CD 73                | -930.89     | JD 34 R & L                   | -5,240.91     |
| CD 29            | -4,681.32   | CD 74                | -6,273.10   | JD 35 R & B                   | -7,248.92     |
| CD 30            | -5,575.58   | CD 85                | -2,092.55   | JD 36 R & B                   | -1,034,100.39 |
| CD 33 Lat 1 BR 1 | -182.34     | CD 88                | -1,921.98   | JD 36 R & C                   | -3,566.75     |
| CD 35A           | -2,285.71   | CD 94                | -790.83     | JD 36 LAT A                   | -532.30       |
| CD 37            | -33,958.40  | CD 99                | -511.27     | JD 36 LAT B                   | -43.29        |
| CD 38            | -23,267.30  | CD 100               | -7,860.22   | JD 36 LAT 2B                  | -7,367.68     |
| CD 40 & 40A      | -2,603.29   | CD 102               | -8,515.13   | JD 36 LAT D                   | -3,142.78     |
| CD 43            | -7,849.59   | CD 109               | -12,309.45  | JD 36 LAT E                   | -3,864.36     |
| CD 47            | -3,240.84   | JD 5 B & R           | -105,837.03 | JD 36 LAT K                   | -1,301.13     |
| CD 49            | -4,329.82   | JD 5-1 BUNGE         | -686.20     | JD 36 LAT R                   | -1,364.94     |
| CD 50            | -7,180.56   | JD 5-1 KUNKEL        | -8,545.59   | JD 36 LAT 1A LAT U            | -298.75       |
| CD 51            | -6,485.77   | JD 5-1 NELSON BRANCH | -485.85     | JD 36 LAT W                   | -7,912.13     |
| CD 52            | -61,307.51  | JD 7                 | -1,419.04   | JD 36 LAT X                   | -28,301.05    |
| CD 53            | -854.79     | JD 10 YM, L, R       | -1,291.00   | JD 37 R & L                   | -7,029.71     |
| CD 54            | -10,180.02  | JD 12 B & R          | -1,791.82   | JD 39 R & YM                  | -2,702.17     |
| CD 55            | -6,390.78   | JD 14                | -20,686.17  | JD 91 R & YM                  | -85,016.85    |
| CD 60            | -31,513.69  | JD 15 L & R          | -55,509.13  |                               |               |
| CD 64            | -50,314.11  | JD 16 NA & WL        | -1,689.39   |                               |               |
|                  | -374,526.02 |                      | -341,944.69 |                               | -1,643,716.77 |

9:04 a.m. Van Hee left meeting.

**SHERIFF**

- On motion by Wakefield, second by Forkrud, the Board voted, with Van Hee absent, to approve out of state travel to attend the National Sheriffs’ Institute Leadership and Development Course in Quantico Virginia
- On motion by Salfer, second by Wakefield, the Board voted, with Van Hee absent, to approve the Small Rural Tribal Grant application for the use of Body Worn Cameras.
- The Board reviewed the January 2024 Jail Population.

9:09 a.m. Van Hee returned.

**MINNESOTA DEPARTMENT OF NATURAL RESOURCES**

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

In accordance with; Minnesota Statutes 84.944, Subd. 3, 97A.145, Subd. 2, and 97C.02 the

Commissioner of the Department of Natural Resources on February 20, 2024, provided the county

board with a description of lands to be acquired by the State of Minnesota for Wildlife Area purposes.

Lands to be acquired are described as follows: DRAFT – LAND DESCRIPTION

Coal Mine Creek WMA02007  
Parcel 23  
Acquisition 161279  
Roland Sorum  
Redwood County

The Southwest One-Quarter of the Southeast One-Quarter (SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ), Section 15, Township 109 North, Range 36 West, Redwood County, Minnesota AND the East One-half of the Southwest One-Quarter (E  $\frac{1}{2}$  SW  $\frac{1}{4}$ ), including the abandoned railroad right-of-way, but excepting previous exception 360' x 562', AND the East One-half of the Southeast One-Quarter (E  $\frac{1}{2}$  SE  $\frac{1}{4}$ ) AND the Northwest One-Quarter of the Southeast One-Quarter (NW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ), Section 15, Township 109 North, Range 36 West, Redwood County, Minnesota.

This preliminary version of the legal description. This description is intended to generally describe the property in the proposed transaction. However, the final legal description is subject to change for reasons including but not limited to correcting errors, ensuring accuracy, and/or after property surveying.

#### **ADMINISTRATION**

- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve to supply petty cash in the amount of \$100.00 for the License Center part time staff cash drawer.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve gambling permit for United Way of SW Minnesota to host a raffle event on June 29, 2024, at Vicki's Camp N Country Jam in Delhi Township.
- On motion by Salfer, second by Wakefield, the Board voted unanimously to approve the 2023 Audit Engagement letter with the Office of the State Auditor for the year ending December 31, 2023.
- On motion by Forkrud, second by Van Hee, the Board voted unanimously to approve the 2024 Liquor License Application for Tracy Country Club, Inc.

#### *Personnel*

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to acknowledge the resignation of Briana Mumme, full time Economic Development Coordinator for Redwood County, effective February 28, 2024.
- On motion by Forkrud, second by Salfer, the Board voted unanimously to hire Daniel Christensen as full time Shop Mechanic for the Redwood County Highway Department, effective March 4, 2024, on the Non-Union Salary Schedule Grade 11/Step 6 at \$29.30 per hour, due to experience.

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to hire Brandon Jahnz as full time Assistant Building Maintenance Supervisor for the Maintenance Department, effective March 4, 2024, on the Non-Union Salary Schedule Grade 10/Step 2 at \$24.24 due to experience.
- On motion by Van Hee, second by Forkrud, the Board voted unanimously to approve the renewal of the Non-Union Memorandum of Understanding for the participation in the Health Care Savings Plan with Minnesota State Retirement Systems Trust.

**COMMISSIONERS**

- The Board discussed the North Start Act and indicated a Resolution may be addressed at a future meeting.
- The Board discussed the new Excel line project.
- The commissioners reported on meetings they attended:

VanHee: Prime West, Homeless & Hungry- United Community Action Partnership

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

Wakefield: Explore SW MN, Personnel Sub Committee

Salfer: Personnel Sub Committee, Redwood Renville Solid Waste Authority, Redwood Soil & Water Conservation District

**ADJOURN**

- Chair Salfer adjourned the meeting at 10:25 a.m.

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

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

COMMISSIONERS ABSTRACT:

March 5, 2024

|                     | Meals Payable | Salaries Payable | Accounts Payable | Credit Card |
|---------------------|---------------|------------------|------------------|-------------|
| GENERAL FUND        | \$124.80      |                  | \$59,087.75      | \$10,633.05 |
| BUILDING FUND       |               |                  |                  |             |
| DITCH FUND          |               |                  | \$37,177.11      |             |
| SOLID WASTE FUND    |               |                  |                  |             |
| SOIL & WATER        |               |                  |                  |             |
| FORFEITED TAX SALE  |               |                  |                  |             |
| DEBT SERVICE FUND   |               |                  |                  |             |
| HEALTH FUND         |               |                  |                  |             |
| HUMAN SERVICES FUND |               |                  |                  |             |
| R & B FUND          |               |                  |                  | \$368.23    |
| STATE REVENUE       |               |                  |                  |             |
| INSURANCE           |               |                  | \$2,034.92       | \$23.26     |
| TOTALS              | \$124.80      | \$0.00           | \$98,299.78      | \$11,024.54 |

| SALARIES PAYABLE           |         |              |              |      | MEALS PAYABLE 182-3 |      |          |              |                    |           |
|----------------------------|---------|--------------|--------------|------|---------------------|------|----------|--------------|--------------------|-----------|
|                            | REVENUE | DITCH        | SOLID WASTE  | date | EMPLOYEE            | # of | REVENUE  | DITCH 15-611 | SOLID WASTE 22-391 | INSURANCE |
| (PERA YES)                 | 187-0   | 15-611-182-0 | 22-391-188-0 |      | Mark Cook           | 1    | \$19.78  |              |                    |           |
| (PERA NO)                  | 187-3   | 15-611-190-3 | 22-391-188-3 |      | Jack Engels         | 2    | \$24.05  |              |                    |           |
| David Forkrud #120         | Y       |              |              |      | Cody Fish           | 1    | \$10.83  |              |                    |           |
| DennisGroebner #118        | Y       |              |              |      | Jason Jacobson      | 1    | \$21.28  |              |                    |           |
| Robert VanHee #119         | N       |              |              |      | BJ Labat            | 1    | \$14.27  |              |                    |           |
| Jim Salfer #117            | Y       |              |              |      | Matt Luitjens       | 1    | \$21.28  |              |                    |           |
| Rick Wakefiled             | Y       |              |              |      | Andrew Schroeder    | 1    | \$13.31  |              |                    |           |
|                            | N       |              |              |      |                     |      |          |              |                    |           |
| Jean Price ext 01-602 #316 | Y       |              |              |      |                     |      |          |              |                    |           |
|                            | N       |              |              |      |                     |      |          |              |                    |           |
| TOTALS                     | \$ -    | \$ -         | \$ -         |      | TOTALS              |      | \$124.80 | \$0.00       | \$0.00             | \$0.00    |

APPROVED AND ORDERED PAID BY ORDER OF THE BOARD OF REDWOOD COUNTY COMMISSIONERS ON THIS 5TH DAY OF MARCH 2024.

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

RACHELW  
2/29/24 2:59PM

\*\*\* **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<br>Account/Formula                  | Rpt<br>Accr | Amount          | Warrant Description<br>Service Dates                    | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|--|-------------|-----------------|---|----------------------------|--|------|
| 31         | DEPT                                     |             |                 | COUNTY ADMINISTRATION                                   |                            |  |      |
|            | 3200 ASCENSUS                            |             |                 |   |                            |  |      |
| 2          | 01-031-000-0000-6274                     |             | 1,150.00        | ACTUARIAL VALUATION GASB75<br>01/16/2024 01/16/2024     | 15433HW-202401             | ACTUARIAL STUDY/SAFEASSURE                       | N    |
|            | <b>3200 ASCENSUS</b>                     |             | <b>1,150.00</b> | <b>1 Transactions</b>                                   |                            |  |      |
|            | 13055 COLUMN SOFTWARE PBC                |             |                 |   |                            |  |      |
| 10         | 01-031-000-0000-6230                     |             | 144.58          | 01/16 BOARD MINUTES<br>02/14/2024 02/14/2024            | 1F46724E-0027              | PRINTING & PUBLISHING                            | N    |
| 8          | 01-031-000-0000-6230                     |             | 159.38          | 02/01 & 02/06 BOARD MTG<br>02/21/2024 02/21/2024        | 1F46724E-0028              | PRINTING & PUBLISHING                            | N    |
|            | <b>13055 COLUMN SOFTWARE PBC</b>         |             | <b>303.96</b>   | <b>2 Transactions</b>                                   |                            |  |      |
|            | 23503 ESTEBO FRANK MUNSHOWER LTD         |             |                 |   |                            |  |      |
| 27         | 01-031-000-0000-6266                     |             | 50.00           | 2024 JAN - MLI JV23132<br>01/02/2024 01/02/2024         | 44140                      | COURT APPOINTED ATTORNEYS                        | Y    |
| 28         | 01-031-000-0000-6266                     |             | 310.00          | 2023DEC-2024JAN - RHS PR23904<br>12/23/2023 01/04/2024  | 44161                      | COURT APPOINTED ATTORNEYS                        | Y    |
| 26         | 01-031-000-0000-6266                     |             | 250.00          | 2024 JAN - BKN JV23133<br>01/03/2024 01/12/2024         | 44176                      | COURT APPOINTED ATTORNEYS                        | Y    |
|            | <b>23503 ESTEBO FRANK MUNSHOWER LTD</b>  |             | <b>610.00</b>   | <b>3 Transactions</b>                                   |                            |  |      |
|            | 43191 JONES LAW OFFICE                   |             |                 |   |                            |  |      |
| 38         | 01-031-000-0000-6266                     |             | 100.00          | 2024 JAN - RB PR0910<br>01/11/2024 01/24/2024           | 2001820                    | COURT APPOINTED ATTORNEYS                        | Y    |
| 41         | 01-031-000-0000-6266                     |             | 50.00           | 2024 JAN - JB PR10230<br>01/30/2024 01/31/2024          | 2001821                    | COURT APPOINTED ATTORNEYS                        | Y    |
| 39         | 01-031-000-0000-6266                     |             | 80.00           | 2024 JAN - RB PR07188<br>01/18/2024 01/29/2024          | 2001822                    | COURT APPOINTED ATTORNEYS                        | Y    |
| 40         | 01-031-000-0000-6266                     |             | 20.00           | 2024 JAN - MC PR17485<br>01/31/2024 01/31/2024          | 2001823                    | COURT APPOINTED ATTORNEYS                        | Y    |
| 37         | 01-031-000-0000-6266                     |             | 250.00          | 2023 DEC-2024 JAN - BW PR0688<br>12/24/2023 01/15/2024  | 2001824                    | COURT APPOINTED ATTORNEYS                        | Y    |
|            | <b>43191 JONES LAW OFFICE</b>            |             | <b>500.00</b>   | <b>5 Transactions</b>                                   |                            |  |      |
|            | 47675 KLUVER LAW OFFICE & MEDIATION CNTR |             |                 |   |                            |  |      |
| 42         | 01-031-000-0000-6266 AP                  |             | 5,690.00        | 2023AUG-DEC - DS JV23121.23133<br>08/03/2023 12/11/2023 | 2753                       | COURT APPOINTED ATTORNEYS                        | Y    |
| 43         | 01-031-000-0000-6266 AP                  |             | 470.00          | 23DEC-24FEB - DS JV23121.23133                          | 2870                       | COURT APPOINTED ATTORNEYS                        | Y    |

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



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1 GENERAL

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|------------|--|-------------|------------------|--|----------------------------|--|------|
| 47675      | KLUVER LAW OFFICE & MEDIATION CNTR   |             | 6,160.00         | 12/15/2023 02/06/2024<br>2 Transactions                              |                            |  |      |
| 46         | 61360 NELSON OYEN TORVIK PLLP<br>01-031-000-0000-6266 AP                                   |             | 2,600.00         | 2023 JUL-SEP - PLI JV2339<br>07/18/2023 09/29/2023<br>1 Transactions | 101                        | COURT APPOINTED ATTORNEYS                        | Y    |
| 57         | 61360 NELSON OYEN TORVIK PLLP<br>75580 RATWIK, ROSZAK & MALONEY PA<br>01-031-000-0000-6263 |             | 1,100.00         | LEGAL SERVICES<br>01/12/2024 01/31/2024<br>1 Transactions            | 7812                       | PERSONNEL & LABOR NEGOTIATIONS                   | Y    |
| 59         | 79197 RUNCHEY LOUWAGIE & WELLMAN PLLP<br>01-031-000-0000-6266                              |             | 80.00            | 2024 JAN - TN JV2368<br>01/02/2024 01/09/2024<br>1 Transactions      | 20248                      | COURT APPOINTED ATTORNEYS                        | Y    |
| 66         | 90477 UNITED COMMUNITY ACTION PARTNERSH<br>01-031-000-2702-6899                            |             | 5,321.19         | LOCAL HOMELESS PREVENTION<br>01/01/2024 01/31/2024<br>1 Transactions | STMT                       | LOCAL HOMELESS PREVENTION AID                    | Y    |
| 31         | <b>DEPT Total:</b>   |             | <b>17,825.15</b> | <b>COUNTY ADMINISTRATION</b>   | <b>9 Vendors</b>           | <b>17 Transactions</b>                           |      |
| 42         | DEPT<br>85240 TAFT STETTINIUS & HOLLISTER LLP  |             |                  | ASSESSOR   |                            |  |      |
| 63         | 01-042-000-2839-6802   |             | 6,713.00         | LEGAL FEES - WALMART<br>01/02/2024 01/30/2024<br>1 Transactions      | 6255679                    | OTHER EXPENSES(TAX COURT)                        | Y    |
| 42         | <b>DEPT Total:</b>   |             | <b>6,713.00</b>  | <b>ASSESSOR</b>  | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 43         | DEPT<br>64868 ONE OFFICE SOLUTION  |             |                  | LICENSE CENTER   |                            |  |      |
| 49         | 01-043-000-0000-6401   |             | 66.32            | INK, CALC INK, WRIST REST<br>01/10/2024 01/29/2024                   | RWCLIC                     | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

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|------------|---|-------------|-----------------|---|----------------------------|--|------|
| 64868      | ONE OFFICE SOLUTION   |             | 66.32           |   | 1 Transactions             |  |      |
| 43         | <b>DEPT Total:</b>  |             | <b>66.32</b>    | <b>LICENSE CENTER</b>                               | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 63         | DEPT<br>21290   |             |                 | ELECTIONS   |                            |  |      |
| 25         | <b>ELECTION SYSTEMS &amp; SOFTWARE INC</b><br>01-063-000-0000-6898    |             | 5,384.22        | MAR 5 PNP ELECTION CODING<br>02/05/2024 02/05/2024  | CD2076718                  | PRESIDENTIAL NOMINATON PRIMAR                    | N    |
|            | <b>21290 ELECTION SYSTEMS &amp; SOFTWARE INC</b>                      |             | <b>5,384.22</b> |   | 1 Transactions             |  |      |
| 63         | <b>DEPT Total:</b>  |             | <b>5,384.22</b> | <b>ELECTIONS</b>                                    | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 64         | DEPT<br>21200   |             |                 | COMPUTER  |                            |  |      |
| 24         | <b>EGOLDFAX by GOLDFAX</b><br>01-064-000-0000-6264                    |             | 22.20           | FAX OVRAGE<br>12/15/2023 02/14/2024                 | EGOLD-12059397             | PROGRAMMING EXPENSES                             | N    |
|            | <b>21200 EGOLDFAX by GOLDFAX</b>                                      |             | <b>22.20</b>    |   | 1 Transactions             |  |      |
| 45         | 57230 <b>MN COUNTIES COMPUTER COOPERATIVE</b><br>01-064-000-0000-6401 |             | 114.82          | ADOBE ACROBAT PRO LICENSES<br>02/21/2024 02/21/2024 | 2402109                    | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
|            | <b>57230 MN COUNTIES COMPUTER COOPERATIVE</b>                         |             | <b>114.82</b>   |   | 1 Transactions             |  |      |
| 64         | <b>DEPT Total:</b>  |             | <b>137.02</b>   | <b>COMPUTER</b>                                     | <b>2 Vendors</b>           | <b>2 Transactions</b>                            |      |
| 91         | DEPT<br>13315   |             |                 | ATTORNEY  |                            |  |      |
| 12         | <b>COUNTY OF BLUE EARTH - SHERIFF</b><br>01-091-000-0000-6271         |             | 70.00           | SUBPOENA SERVICE<br>01/29/2024 01/29/2024           | 2024-136                   | SUBPOENA SERVICE                                 | N    |
|            | <b>13315 COUNTY OF BLUE EARTH - SHERIFF</b>                           |             | <b>70.00</b>    |   | 1 Transactions             |  |      |
| 13         | 13325 <b>COUNTY OF BROWN - SHERIFF</b><br>01-091-000-0000-6271        |             | 130.00          | SUBPOENA SERVICE<br>02/21/2024 02/21/2024           | 2024-38 1&2                | SUBPOENA SERVICE                                 | N    |
| 81         | 01-091-000-0000-6271  |             | 130.00          | SUBPOENA SERVICE<br>02/12/2024 02/16/2024           | 2024-78-1&2024-68-1        | SUBPOENA SERVICE                                 | N    |
|            | <b>13325 COUNTY OF BROWN - SHERIFF</b>                                |             | <b>260.00</b>   |   | 2 Transactions             |  |      |



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



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1 GENERAL

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|------------|--|-------------|---------------|---|----------------------------|--|------|
| 14         | 13345 COUNTY OF CHIPPEWA SHERIFF<br>01-091-000-0000-6271         |             | 75.00         | SUBPOENA SERVICE<br>02/12/2024 02/12/2024   | CP240045                   | SUBPOENA SERVICE                                 | N    |
|            | <b>13345 COUNTY OF CHIPPEWA SHERIFF</b>                          |             | <b>75.00</b>  | <b>1 Transactions</b>                       |                            |  |      |
| 82         | 13540 COUNTY OF GOODHUE - SHERIFF<br>01-091-000-0000-6271        |             | 75.00         | SUBPOENA SERVICE<br>02/14/2024 02/14/2024   | 2023-111                   | SUBPOENA SERVICE                                 | N    |
|            | <b>13540 COUNTY OF GOODHUE - SHERIFF</b>                         |             | <b>75.00</b>  | <b>1 Transactions</b>                       |                            |  |      |
| 15         | 13555 COUNTY OF KANDIYOHI - SHERIFF<br>01-091-000-0000-6404      |             | 16.14         | FORFEITURE SERVICE<br>02/01/2024 02/01/2024 | 9825                       | FORFEITURE EXPENSES                              | N    |
| 17         | 01-091-000-0000-6271   |             | 84.74         | SUBPOENA SERVICE<br>02/09/2024 02/09/2024   | 9853                       | SUBPOENA SERVICE                                 | N    |
|            | <b>13555 COUNTY OF KANDIYOHI - SHERIFF</b>                       |             | <b>100.88</b> | <b>2 Transactions</b>                       |                            |  |      |
| 18         | 13562 COUNTY OF LYON - SHERIFF<br>01-091-000-0000-6271           |             | 210.00        | SUBPOENA SERVICE<br>02/05/2024 02/09/2024   | 2024-46&57                 | SUBPOENA SERVICE                                 | N    |
|            | <b>13562 COUNTY OF LYON - SHERIFF</b>                            |             | <b>210.00</b> | <b>1 Transactions</b>                       |                            |  |      |
| 83         | 999999930 COUNTY OF PENNINGTON - SHERIFF<br>01-091-000-0000-6271 |             | 27.14         | SUBPOENA SERVICE<br>02/05/2024 02/05/2024   | I24-000977                 | SUBPOENA SERVICE                                 | N    |
|            | <b>999999930 COUNTY OF PENNINGTON - SHERIFF</b>                  |             | <b>27.14</b>  | <b>1 Transactions</b>                       |                            |  |      |
| 85         | 13730 COUNTY OF RAMSEY - SHERIFF<br>01-091-000-0000-6271         |             | 60.00         | SERVICE FEES<br>12/14/2023 12/14/2023       | 202315780                  | SUBPOENA SERVICE                                 | N    |
| 84         | 01-091-000-0000-6271   |             | 90.00         | SERVICE FEES<br>01/22/2024 01/22/2024       | 202400900                  | SUBPOENA SERVICE                                 | N    |
|            | <b>13730 COUNTY OF RAMSEY - SHERIFF</b>                          |             | <b>150.00</b> | <b>2 Transactions</b>                       |                            |  |      |
| 20         | 13800 COUNTY OF RENVILLE<br>01-091-000-0000-6271                 |             | 150.00        | SUBPOENA SERVICE<br>02/02/2024 02/05/2024   | 4039.4041                  | SUBPOENA SERVICE                                 | N    |
| 86         | 01-091-000-0000-6271   |             | 225.00        | SERVICE FEES<br>02/13/2024 02/20/2024       | 4050&4047                  | SUBPOENA SERVICE                                 | N    |

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

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|------------|---|----------|----------|---|-------------------------|---|------|
| 13800      | COUNTY OF RENVILLE  |          | 375.00   |   | 2 Transactions          |   |      |
| 21         | 13919 COUNTY OF YELLOW MEDICINE - SHERIFF<br>01-091-000-0000-6271 |          | 150.00   | SUBPOENA SERVICE<br>02/08/2024 02/09/2024               | 3021.3026               | SUBPOENA SERVICE                              | N    |
|            | 13919 COUNTY OF YELLOW MEDICINE - SHERIFF                         |          | 150.00   |   | 1 Transactions          |   |      |
| 22         | 14400 CULLIGAN<br>01-091-000-0000-6401                            |          | 59.50    | BOTTLED WATER DELIVERY<br>01/31/2024 01/31/2024         | 166010003225            | OFFICE SUPPLIES & EQUIPMENT MAI               | N    |
|            | 14400 CULLIGAN  |          | 59.50    |   | 1 Transactions          |   |      |
| 87         | 82467 SMITH & JOHNSON<br>01-091-821-2718-6266                     |          | 4,125.00 | 2024 FEB - REV REPLACE 6.1<br>02/01/2024 02/29/2024     | STMT                    | ARPA: COURT APPOINTED ATTORNE                 | Y    |
|            | 82467 SMITH & JOHNSON   |          | 4,125.00 |   | 1 Transactions          |   |      |
| 64         | 93610 THOMSON REUTERS - WEST OR WEST<br>01-091-000-0000-6420      |          | 875.18   | 2024 JAN - WEST INFO CHARGES<br>01/01/2024 01/31/2024   | 849647417               | LEGAL RESOURCES                               | N    |
| 65         | 01-091-000-0000-6420  |          | 49.44    | 2024 FEB - LIBRARY PLAN<br>02/01/2024 02/29/2024        | 849724743               | LEGAL RESOURCES                               | N    |
|            | 93610 THOMSON REUTERS - WEST OR WEST                              |          | 924.62   |   | 2 Transactions          |   |      |
| 91         | DEPT Total:   |          | 6,602.14 | ATTORNEY  | 13 Vendors              | 18 Transactions                               |      |
| 118        | DEPT  |          |          | COURTHOUSE MAINTENANCE                                  |                         |   |      |
| 7          | 13037 COLE PAPERS INC<br>01-118-000-0000-6410                     |          | 303.76   | TP, PT, ICE MELT, GLASS CLEANR<br>02/16/2024 02/16/2024 | 10404571                | FLOOR & CLEANING SUPPLIES                     | N    |
|            | 13037 COLE PAPERS INC   |          | 303.76   |   | 1 Transactions          |   |      |
| 23         | 19180 ECOLAB PEST ELIMINATION DIV<br>01-118-000-0000-6259         |          | 177.68   | PEST CONTROL - PH<br>02/13/2024 02/13/2024              | 4604224                 | UTILITIES - HS & PHS                          | N    |
|            | 19180 ECOLAB PEST ELIMINATION DIV                                 |          | 177.68   |   | 1 Transactions          |   |      |
| 30         | 27425 G & R CONTROLS INC<br>01-118-000-0000-6301                  |          | 8.80     | BOILER CLEANING SUPPLIES                                | 142244                  | EQUIPMENT & BUILDING MAINTENAN                | N    |

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



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|------------|---|-------------|-----------------|--|----------------------------|--|------|
| 31         | 01-118-000-0000-6301                              |             | 82.75           | 02/09/2024 02/09/2024<br>TRANSFORMER - GSB           | 142481                     | EQUIPMENT & BUILDING MAINTENAN                   | N    |
|            | <b>27425 G &amp; R CONTROLS INC</b>               |             | <b>91.55</b>    | 02/20/2024 02/20/2024<br>2 Transactions              |                            |  |      |
|            | 30400 <b>GRAINGER INC</b>                         |             |                 |  |                            |  |      |
| 34         | 01-118-000-0000-6301                              |             | 540.05          | 02/20/2024 02/20/2024<br>SHOWER PARTS - LEC          | 1507120048                 | EQUIPMENT & BUILDING MAINTENAN                   | N    |
|            | <b>30400 GRAINGER INC</b>                         |             | <b>540.05</b>   | 1 Transactions                                       |                            |  |      |
| <b>118</b> | <b>DEPT Total:</b>                                |             | <b>1,113.04</b> | <b>COURTHOUSE MAINTENANCE</b>                        | <b>4 Vendors</b>           | <b>5 Transactions</b>                            |      |
| <b>129</b> | DEPT  |             |                 | VETERAN SERVICE OFFICER                              |                            |  |      |
|            | 10058 <b>CANON FINANCIAL SERVICES INC</b>         |             |                 |  |                            |  |      |
| 3          | 01-129-000-0000-6202                              |             | 72.03           | 02/01/2024 02/29/2024<br>2024 FEB - COPIER LEASE     | 32082782                   | TELEPHONE/FAX EXPENSE                            | N    |
|            | <b>10058 CANON FINANCIAL SERVICES INC</b>         |             | <b>72.03</b>    | 1 Transactions                                       |                            |  |      |
| <b>129</b> | <b>DEPT Total:</b>                                |             | <b>72.03</b>    | <b>VETERAN SERVICE OFFICER</b>                       | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| <b>201</b> | DEPT  |             |                 | SHERIFF  |                            |  |      |
|            | 545 <b>ADVANCED CORRECTIONAL HEALTHCARI</b>       |             |                 |  |                            |  |      |
| 1          | 01-201-000-0000-6355                              |             | 486.59          | 02/20/2024 02/20/2024<br>DEC 23 4TH QTR POP AVERAGE  | 138332                     | BOARDING PRISONER MEDICAL EXPI                   | N    |
|            | <b>545 ADVANCED CORRECTIONAL HEALTHCARI</b>       |             | <b>486.59</b>   | 1 Transactions                                       |                            |  |      |
|            | 10413 <b>CENTRACARE HEALTH SYSTEM</b>             |             |                 |  |                            |  |      |
| 6          | 01-201-000-0000-6365                              |             | 445.50          | 01/11/2024 01/11/2024<br>PRE EMPLOYMENT PHYS - WK    | 2500003605                 | PRE-EMPLOYMENT/MEDICAL EXPENS                    | 6    |
| 5          | 01-201-000-0000-6355                              |             | 306.27          | 02/12/2024 02/12/2024<br>INMATE MEDICAL - SDS        | STMT                       | BOARDING PRISONER MEDICAL EXPI                   | 6    |
|            | <b>10413 CENTRACARE HEALTH SYSTEM</b>             |             | <b>751.77</b>   | 2 Transactions                                       |                            |  |      |
|            | 25810 <b>FLEET SERVICES DIVISION-DEPT OF ADMI</b> |             |                 |  |                            |  |      |
| 29         | 01-201-000-0000-6343                              |             | 7,387.24        | 01/01/2024 01/31/2024<br>2024 JAN - PATROL CAR LEASE | 2024071032                 | PATROL CAR LEASE                                 | N    |
|            | <b>25810 FLEET SERVICES DIVISION-DEPT OF ADMI</b> |             | <b>7,387.24</b> | 1 Transactions                                       |                            |  |      |

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



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|------------|--|-------------|-----------------|---|----------------------------|--|------|
| 32         | 27495 GALLS LLC<br>01-201-000-0000-6302                    |             | 694.03          | NEW HIRE UNIFORM - WK<br>02/06/2024 02/07/2024          | 1001728234                 | POLICE EQUIPMENT MAINTENANCE                     | Y    |
| 33         | 01-201-000-0000-6302                                       |             | 1,141.42        | NEW HIRE UNIFORM - WK<br>02/08/2024 02/09/2024          | 1001728234                 | POLICE EQUIPMENT MAINTENANCE                     | Y    |
|            | <b>27495 GALLS LLC</b>                                     |             | <b>1,835.45</b> | <b>2 Transactions</b>                                   |                            |  |      |
| 36         | 38840 INTERSTATE POWERSYSTEMS<br>01-201-000-0000-6301      |             | 1,815.00        | REPLACE GENERATOR BATTERIES<br>01/30/2024 01/30/2024    | R001202122                 | EQUIPMENT & BUILDING MAINTENAN                   | N    |
|            | <b>38840 INTERSTATE POWERSYSTEMS</b>                       |             | <b>1,815.00</b> | <b>1 Transactions</b>                                   |                            |  |      |
| 47         | 24590 NELSONS SALVAGE & TOWING INC<br>01-201-000-0000-6404 |             | 150.00          | TOW VEHICLE - ICR#24100390<br>01/15/2024 01/15/2024     | 0046482                    | INVESTIGATION EXPENSES                           | N    |
| 48         | 01-201-000-0000-6404                                       |             | 120.00          | TOW VEHICLE - ICR#24101197<br>02/10/2024 02/10/2024     | 0046495                    | INVESTIGATION EXPENSES                           | N    |
|            | <b>24590 NELSONS SALVAGE &amp; TOWING INC</b>              |             | <b>270.00</b>   | <b>2 Transactions</b>                                   |                            |  |      |
| 51         | 72370 PITNEY BOWES CORP<br>01-201-000-0000-6401            |             | 65.37           | 12/16-03/15 POSTAGE METER RENT<br>12/16/2023 03/15/2024 | 3106534764                 | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
|            | <b>72370 PITNEY BOWES CORP</b>                             |             | <b>65.37</b>    | <b>1 Transactions</b>                                   |                            |  |      |
| 52         | 71900 PLUNKETT'S PEST CONTROL INC<br>01-201-000-0000-6301  |             | 58.98           | PEST CONTROL - LEC<br>02/05/2024 02/05/2024             | 8419000                    | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 54         | 01-201-000-0000-6342                                       |             | 72.22           | PEST CONTROL - IMPOUND<br>02/05/2024 02/05/2024         | 8419018                    | IMPOUND BUILDING EXPENSES                        | N    |
|            | <b>71900 PLUNKETT'S PEST CONTROL INC</b>                   |             | <b>131.20</b>   | <b>2 Transactions</b>                                   |                            |  |      |
| 55         | 74900 QUILL LLC<br>01-201-000-0000-6401                    |             | 150.48          | TAPE, CORRECTION TAPE, SHARPIE<br>02/13/2024 02/13/2024 | 37200161                   | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
| 56         | 01-201-000-0000-6401                                       |             | 449.03          | TRASH BAGS, PENS, BOXES, FILES<br>02/06/2024 02/06/2024 | 894555                     | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
|            | <b>74900 QUILL LLC</b>                                     |             | <b>599.51</b>   | <b>2 Transactions</b>                                   |                            |  |      |
|            | 83302 SOUTHWEST SALES & SERVICE                            |             |                 |   |                            |  |      |

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

| Vendor No. | Name<br>Account/Formula                            | Rpt<br>Accr | Amount           | Warrant Description<br>Service Dates                    | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|--|-------------|------------------|---|----------------------------|--|------|
| 61         | 01-201-000-0000-6565                               |             | 65.89            | OIL CHANGE - 2019 EXPLORER<br>02/22/2024 02/22/2024     | 20671                      | PATROL CAR EXPENSES-OWNED                        | N    |
|            | <b>83302 SOUTHWEST SALES &amp; SERVICE</b>         |             | <b>65.89</b>     | <b>1 Transactions</b>                                   |                            |  |      |
|            | 83626 <b>STELLAR SERVICES</b>                      |             |                  |   |                            |  |      |
| 62         | 01-201-000-0000-6407                               |             | 81.00            | CHECKS<br>02/16/2024 02/16/2024                         | CK10168                    | JAIL EXPENSES                                    | Y    |
|            | <b>83626 STELLAR SERVICES</b>                      |             | <b>81.00</b>     | <b>1 Transactions</b>                                   |                            |  |      |
| <b>201</b> | <b>DEPT Total:</b>                                 |             | <b>13,489.02</b> | <b>SHERIFF</b>  | <b>11 Vendors</b>          | <b>16 Transactions</b>                           |      |
| <b>212</b> | DEPT<br>13725 <b>COUNTY OF RAMSEY</b>              |             |                  | CORONER   |                            |  |      |
| 19         | 01-212-000-0000-6899                               |             | 1,440.00         | POSTMORTEX EXAM - ICR#24200464<br>02/02/2024 02/02/2024 | MEDEX-035912               | MISCELLANEOUS                                    | N    |
|            | <b>13725 COUNTY OF RAMSEY</b>                      |             | <b>1,440.00</b>  | <b>1 Transactions</b>                                   |                            |  |      |
| <b>212</b> | <b>DEPT Total:</b>                                 |             | <b>1,440.00</b>  | <b>CORONER</b>  | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| <b>249</b> | DEPT<br>13555 <b>COUNTY OF KANDIYOHI - SHERIFF</b> |             |                  | OTHER PUBLIC SAFETY                                     |                            |  |      |
| 16         | 01-249-000-2767-6802                               |             | 64.58            | FORFEITURE SERVICE<br>02/01/2024 02/01/2024             | 9825                       | OTHER EXPENSES-SHERIFF SEIZED                    | N    |
|            | <b>13555 COUNTY OF KANDIYOHI - SHERIFF</b>         |             | <b>64.58</b>     | <b>1 Transactions</b>                                   |                            |  |      |
| <b>249</b> | <b>DEPT Total:</b>                                 |             | <b>64.58</b>     | <b>OTHER PUBLIC SAFETY</b>                              | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| <b>281</b> | DEPT<br>71900 <b>PLUNKETT'S PEST CONTROL INC</b>   |             |                  | EMERGENCY MANAGEMENT                                    |                            |  |      |
| 53         | 01-281-000-0000-6251                               |             | 72.00            | PEST CONROL - EM<br>02/05/2024 02/05/2024               | 8419138                    | UTILITIES  | N    |
|            | <b>71900 PLUNKETT'S PEST CONTROL INC</b>           |             | <b>72.00</b>     | <b>1 Transactions</b>                                   |                            |  |      |
| <b>281</b> | <b>DEPT Total:</b>                                 |             | <b>72.00</b>     | <b>EMERGENCY MANAGEMENT</b>                             | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| <b>520</b> | DEPT<br>69630 <b>PARALLEL AG - MIDWEST LLC</b>     |             |                  | PARKS   |                            |  |      |
| 50         | 01-520-000-0000-6564                               |             | 88.48            | OIL CHANGE - RANGER                                     | P07057                     | COUNTY VEHICLE EXPENSE                           | Y    |

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



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

1 GENERAL

| Vendor No. | Name<br>Account/Formula                        | Rpt<br>Accr | Amount        | Warrant Description<br>Service Dates                 | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|--|-------------|---------------|--|----------------------------|--|------|
| 69630      | PARALLEL AG - MIDWEST LLC                      |             | 88.48         | 02/23/2024<br>02/23/2024                             | 1 Transactions             |  |      |
| <b>520</b> | <b>DEPT Total:</b>                             |             | <b>88.48</b>  | <b>PARKS</b>   | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 601        | DEPT   |             |               | AGRICULTURAL INSPECTION                              |                            |  |      |
| 13055      | COLUMN SOFTWARE PBC                            |             |               |  |                            |  |      |
| 9          | 01-601-000-0000-6282                           |             | 246.46        | VARIANCE, TOBACCO ORDINANCE<br>02/15/2024 02/15/2024 | CEACC7F9-0091&92           | PLANNING/ZONING COMMITTEE EXPI                   | N    |
|            | <b>13055 COLUMN SOFTWARE PBC</b>               |             | <b>246.46</b> |  | <b>1 Transactions</b>      |  |      |
| 13187      | COORDINATED BUSINESS SYSTEMS LTD               |             |               |  |                            |  |      |
| 11         | 01-601-000-0000-6401                           |             | 85.72         | 01/24-02/23 COPIER LEASE<br>01/24/2024 02/23/2024    | 364014                     | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
|            | <b>13187 COORDINATED BUSINESS SYSTEMS LTD</b>  |             | <b>85.72</b>  |  | <b>1 Transactions</b>      |  |      |
| <b>601</b> | <b>DEPT Total:</b>                             |             | <b>332.18</b> | <b>AGRICULTURAL INSPECTION</b>                       | <b>2 Vendors</b>           | <b>2 Transactions</b>                            |      |
| 602        | DEPT   |             |               | EXTENSION  |                            |  |      |
| 50350      | LAMBERTON NEWS                                 |             |               |  |                            |  |      |
| 44         | 01-602-000-0000-6401                           |             | 55.00         | SUBSCRIPTION RENEWAL - EXT<br>01/01/2024 12/31/2024  | 32305                      | OFFICE SUPPLIES & EQUIPMENT MAI                  | Y    |
|            | <b>50350 LAMBERTON NEWS</b>                    |             | <b>55.00</b>  |  | <b>1 Transactions</b>      |  |      |
| <b>602</b> | <b>DEPT Total:</b>                             |             | <b>55.00</b>  | <b>EXTENSION</b>                                     | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 620        | DEPT   |             |               | SOIL AND WATER CONSERVATION DISTI                    |                            |  |      |
| 30480      | GREAT AMERICAN FINANCIAL SERVICES              |             |               |  |                            |  |      |
| 35         | 01-620-000-0000-6401                           |             | 133.57        | 01/16-02/16 COPIER LEASE<br>01/16/2024 02/16/2024    | 35953627                   | OFFICE SUPPLIES & EQUIP MNTCE                    | N    |
|            | <b>30480 GREAT AMERICAN FINANCIAL SERVICES</b> |             | <b>133.57</b> |  | <b>1 Transactions</b>      |  |      |
| <b>620</b> | <b>DEPT Total:</b>                             |             | <b>133.57</b> | <b>SOIL AND WATER CONSERVATION DIST</b>              | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 704        | DEPT   |             |               | OTHER ECONOMIC DEVELOPMENT                           |                            |  |      |
| 83050      | SOUTHWEST INITIATIVE FOUNDATION                |             |               |  |                            |  |      |
| 60         | 01-704-000-0000-6801                           |             | 5,500.00      | 2024 APPROPRIATION<br>01/01/2024 12/31/2024          | STMT                       | OTHER ECONOMIC DEVELOPMENT-A                     | N    |

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



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

1 GENERAL

| Vendor | Name                            | Rpt  | Amount    | Warrant Description               | Invoice #        | Account/Formula Description | 1099                   |
|--------|---------------------------------|------|-----------|-----------------------------------|------------------|-----------------------------|------------------------|
| No.    | Account/Formula                 | Accr |           | Service Dates                     | Paid On Bhf #    | On Behalf of Name           |                        |
| 83050  | SOUTHWEST INITIATIVE FOUNDATION |      | 5,500.00  |                                   | 1 Transactions   |                             |                        |
| 704    | <b>DEPT Total:</b>              |      | 5,500.00  | <b>OTHER ECONOMIC DEVELOPMENT</b> | <b>1 Vendors</b> |                             | <b>1 Transactions</b>  |
| 1      | <b>Fund Total:</b>              |      | 59,087.75 | <b>GENERAL</b>                    |                  |                             | <b>71 Transactions</b> |

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

| Vendor No.   | Name<br>Account/Formula                 | Rpt<br>Accr | Amount           | Warrant Description<br>Service Dates                 | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|--------------|---|-------------|------------------|--|----------------------------|--|------|
| 611          | DEPT                                    |             |                  | DITCH MAINTENANCE                                    |                            |  |      |
| 8451         | <b>BREY TILING &amp; EXCAVATION LLC</b> |             |                  |  |                            |  |      |
| 67           | 15-611-000-0000-6899                    |             | 17,772.00        | CD 35 A DITCH REPAIR 4913<br>02/27/2024 02/27/2024   | 791780                     | MISCELLANEOUS                                    | Y    |
| 70           | 15-611-000-0000-6899                    |             | 300.00           | CD 35 A DITCH REPAIR 5168<br>02/27/2024 02/27/2024   | 791781                     | MISCELLANEOUS                                    | Y    |
| 73           | 15-611-000-0000-6899                    |             | 1,400.00         | JD 36 R&B DITCH REPAIR<br>02/27/2024 02/27/2024      | 791782                     | MISCELLANEOUS                                    | Y    |
| 74           | 15-611-000-0000-6899                    |             | 1,430.00         | JD 40 DITCH REPAIR<br>02/27/2024 02/27/2024          | 791783                     | MISCELLANEOUS                                    | Y    |
| 69           | 15-611-000-0000-6899                    |             | 1,565.00         | CD 81 DITCH REPAIR<br>02/27/2024 02/27/2024          | 791785                     | MISCELLANEOUS                                    | Y    |
| 68           | 15-611-000-0000-6899                    |             | 2,530.00         | CD 81 DITCH REPAIR<br>02/27/2024 02/27/2024          | 919547                     | MISCELLANEOUS                                    | Y    |
| 72           | 15-611-000-0000-6899                    |             | 3,014.00         | CD 93 DITCH REPAIR 4926<br>02/27/2024 02/27/2024     | 919548                     | MISCELLANEOUS                                    | Y    |
| 71           | 15-611-000-0000-6899                    |             | 705.00           | CD 42 DITCH REPAIR 5328<br>02/27/2024 02/27/2024     | STMT                       | MISCELLANEOUS                                    | Y    |
| <b>8451</b>  | <b>BREY TILING &amp; EXCAVATION LLC</b> |             | <b>28,716.00</b> | <b>8 Transactions</b>                                |                            |  |      |
| 13187        | <b>COORDINATED BUSINESS SYSTEMS LTD</b> |             |                  |  |                            |  |      |
| 75           | 15-611-000-0000-6401                    |             | 85.72            | 01/24-02/23 COPIER LEASE<br>01/24/2024 02/23/2024    | 364014                     | OFFICE SUPPLIES & EQUIPMENT MAINTENANCE          | N    |
| <b>13187</b> | <b>COORDINATED BUSINESS SYSTEMS LTD</b> |             | <b>85.72</b>     | <b>1 Transactions</b>                                |                            |  |      |
| 36671        | <b>ISG</b>                              |             |                  |  |                            |  |      |
| 76           | 15-611-000-0000-6899                    |             | 3,227.74         | PROFESSIONAL SERVICES - JD5<br>02/15/2024 02/15/2024 | 101332                     | MISCELLANEOUS                                    | N    |
| <b>36671</b> | <b>ISG</b>                              |             | <b>3,227.74</b>  | <b>1 Transactions</b>                                |                            |  |      |
| 55210        | <b>MAAS CONSTRUCTION CO</b>             |             |                  |  |                            |  |      |
| 77           | 15-611-000-0000-6899                    |             | 3,083.45         | JD 31 DITCH REPAIR 5542<br>02/27/2024 02/27/2024     | 3264                       | MISCELLANEOUS                                    | Y    |
| <b>55210</b> | <b>MAAS CONSTRUCTION CO</b>             |             | <b>3,083.45</b>  | <b>1 Transactions</b>                                |                            |  |      |
| 55728        | <b>MATHIOWETZ/JOEL D</b>                |             |                  |  |                            |  |      |
| 78           | 15-611-000-0000-6899                    | AP          | 1,036.00         | CD 24 CROP DAMAGES<br>06/01/2023 06/01/2023          | STMT                       | MISCELLANEOUS                                    | Y    |



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2/29/24 2:59PM  
15 DITCH

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



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

| Vendor       | Name                     | Rpt  | Amount           | Warrant Description            | Invoice #        | Account/Formula Description | 1099 |
|--------------|--------------------------|------|------------------|--------------------------------|------------------|-----------------------------|------|
| No.          | Account/Formula          | Accr |                  | Service Dates                  | Paid On Bhf #    | On Behalf of Name           |      |
| <b>55728</b> | <b>MATHIOWETZ/JOEL D</b> |      | <b>1,036.00</b>  |                                |                  |                             |      |
|              |                          |      |                  |                                | 1 Transactions   |                             |      |
| 80021        | <b>SALFER/RODNEY</b>     |      |                  |                                |                  |                             |      |
| 79           | 15-611-000-0000-6899     | AP   | 864.00           | JD 36 R&B DITCH REPAIR         | 917781           | MISCELLANEOUS               | Y    |
|              |                          |      |                  | 12/22/2023 12/22/2023          |                  |                             |      |
| <b>80021</b> | <b>SALFER/RODNEY</b>     |      | <b>864.00</b>    |                                |                  |                             |      |
|              |                          |      |                  |                                | 1 Transactions   |                             |      |
| 48203        | <b>WEELBORG FORD INC</b> |      |                  |                                |                  |                             |      |
| 80           | 15-611-000-0000-6564     |      | 164.20           | 2022 F150 - OIL CHANGE, FILTER | 352753           | COUNTY VEHICLE EXPENSE      | N    |
|              |                          |      |                  | 02/05/2024 02/05/2024          |                  |                             |      |
| <b>48203</b> | <b>WEELBORG FORD INC</b> |      | <b>164.20</b>    |                                |                  |                             |      |
|              |                          |      |                  |                                | 1 Transactions   |                             |      |
| <b>611</b>   | <b>DEPT Total:</b>       |      | <b>37,177.11</b> | <b>DITCH MAINTENANCE</b>       | <b>7 Vendors</b> | <b>14 Transactions</b>      |      |
| <b>15</b>    | <b>Fund Total:</b>       |      | <b>37,177.11</b> | <b>DITCH</b>                   |                  | <b>14 Transactions</b>      |      |

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



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

**73 INSURANCE**

| Vendor No. | Name<br>Account/Formula                                     | Rpt<br>Accr | Amount           | Warrant Description<br>Service Dates                    | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|---|-------------|------------------|---|----------------------------|--|------|
| 801        | DEPT  |             |                  | NON-DEPARTMENTAL  |                            |  |      |
| 4          | 10059 CAPITAL ONE BANK (USA), N.A.<br>73-801-000-0000-6178  |             | 142.92           | WELLNESS SUPPLIES<br>02/26/2024 02/26/2024              | 635813                     | EMPLOYEE WELLNESS                                | N    |
|            | 10059 CAPITAL ONE BANK (USA), N.A.                          |             | 142.92           | 1 Transactions  |                            |  |      |
| 58         | 76195 REDWOOD COUNTY 4-H FEDERATION<br>73-801-000-0000-6178 |             | 1,892.00         | WELLNESS EVENT - 4H FUNDRAISER<br>02/14/2024 02/14/2024 | STMT                       | EMPLOYEE WELLNESS                                | Y    |
|            | 76195 REDWOOD COUNTY 4-H FEDERATION                         |             | 1,892.00         | 1 Transactions  |                            |  |      |
| 801        | <b>DEPT Total:</b>  |             | <b>2,034.92</b>  | <b>NON-DEPARTMENTAL</b>                                 | <b>2 Vendors</b>           | <b>2 Transactions</b>                            |      |
| 73         | <b>Fund Total:</b>  |             | <b>2,034.92</b>  | <b>INSURANCE</b>  |                            | <b>2 Transactions</b>                            |      |
|            | <b>Final Total:</b>   |             | <b>98,299.78</b> | <b>61 Vendors</b>                                       | <b>87 Transactions</b>     |  |      |

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



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

| <b>Recap by Fund</b> | <b><u>Fund</u></b> | <b><u>AMOUNT</u></b> | <b><u>Name</u></b> |
|----------------------|--------------------|----------------------|--------------------|
|                      | 1                  | 59,087.75            | GENERAL            |
|                      | 15                 | 37,177.11            | DITCH              |
|                      | 73                 | 2,034.92             | INSURANCE          |
| <b>All Funds</b>     |                    | <b>98,299.78</b>     | <b>Total</b>       |

Approved by, .....

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



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

Page 1

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

Explode Dist. Formulas?: Y

Paid on Behalf Of Name  
on Audit List?: N

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

Save Report Options?: N

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



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

1 GENERAL

| Vendor No. | Name<br>Account/Formula        | Rpt<br>Accr                    | Amount        | Warrant Description<br>Service Dates                   | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|--------------------------------|--------------------------------|---------------|--|----------------------------|--|------|
| 31         | DEPT                           |                                |               | COUNTY ADMINISTRATION                                  |                            |  |      |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |                                |               |  |                            |  |      |
| 18         | 01-031-000-0000-6816           |                                | 17.95         | EMPLOYEE RECOGNITION SUPPLIES<br>01/26/2024 01/26/2024 | 113716                     | CONTINGENCIES                                    | N    |
|            | 21275                          | ELAN CORPORATE PAYMENT SYSTEMS | 17.95         | 1 Transactions   |                            |  |      |
| 31         | <b>DEPT Total:</b>             |                                | <b>17.95</b>  | <b>COUNTY ADMINISTRATION</b>                           | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 43         | DEPT                           |                                |               | LICENSE CENTER   |                            |  |      |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |                                |               |  |                            |  |      |
| 21         | 01-043-000-0000-6401           |                                | 68.99         | TONER<br>02/01/2024 02/01/2024                         | 4639414<br>2425            | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
|            | 21275                          | ELAN CORPORATE PAYMENT SYSTEMS | 68.99         | 1 Transactions   |                            |  |      |
| 43         | <b>DEPT Total:</b>             |                                | <b>68.99</b>  | <b>LICENSE CENTER</b>                                  | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 61         | DEPT                           |                                |               | ADMINISTRATOR  |                            |  |      |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |                                |               |  |                            |  |      |
| 19         | 01-061-000-0000-6401           |                                | 12.86         | TAB INSERTS<br>01/25/2024 01/25/2024                   | 9085801<br>2425            | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
|            | 21275                          | ELAN CORPORATE PAYMENT SYSTEMS | 12.86         | 1 Transactions   |                            |  |      |
| 61         | <b>DEPT Total:</b>             |                                | <b>12.86</b>  | <b>ADMINISTRATOR</b>                                   | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 63         | DEPT                           |                                |               | ELECTIONS  |                            |  |      |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |                                |               |  |                            |  |      |
| 2          | 01-063-000-0000-6899           |                                | 107.46        | TAMPER EVIDENT SEALS<br>02/20/2024 02/20/2024          | 2684848                    | MISCELLANEOUS                                    | N    |
| 1          | 01-063-000-0000-6334           |                                | 147.12        | DEPOSIT @ ELECTION TR - JZ<br>02/01/2024 02/01/2024    | 88121794-1                 | LODGING & EXPENSE                                | N    |
|            | 21275                          | ELAN CORPORATE PAYMENT SYSTEMS | 254.58        | 2 Transactions   |                            |  |      |
| 63         | <b>DEPT Total:</b>             |                                | <b>254.58</b> | <b>ELECTIONS</b>                                       | <b>1 Vendors</b>           | <b>2 Transactions</b>                            |      |
| 64         | DEPT                           |                                |               | COMPUTER   |                            |  |      |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |                                |               |  |                            |  |      |
| 30         | 01-064-000-0000-6401           |                                | 109.12        | DUAL MONITOR STANDS                                    | 1772230                    | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

| Vendor No. | Name<br>Account/Formula                             | Rpt<br>Accr | Amount        | Warrant Description<br>Service Dates    | Invoice #<br>Paid On Bhf #            | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|---|-------------|---------------|---|---------------------------------------|--|------|
| 27         | 01-064-000-0000-6401                                |             | 174.04        | 02/12/2024<br>CANON ROLLER KIT          | 02/12/2024<br>2425<br>1CD8K17         | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
| 25         | 01-064-000-0000-6401                                |             | 19.79         | 02/14/2024<br>WIRELESS KEYBOARD         | 02/14/2024<br>2425<br>3950634         | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
| 23         | 01-064-000-0000-6401                                |             | 37.45         | 02/07/2024<br>CHARGER ADAPTER           | 02/07/2024<br>2425<br>4032220         | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
| 24         | 01-064-000-0000-6401                                |             | 435.90        | 02/06/2024<br>DOCKING STATIONS          | 02/06/2024<br>2425<br>5969862         | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
| 28         | 01-064-000-0000-6401                                |             | 27.71         | 02/09/2024<br>WIRELESS KEYBOARD & MOUSE | 02/09/2024<br>2425<br>6029855         | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
| 22         | 01-064-000-0000-6401                                |             | 58.01         | 02/14/2024<br>SCANNER ROLLERS           | 02/14/2024<br>2425<br>ICD6X1J         | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
|            | <b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>         |             | <b>862.02</b> |   | 02/01/2024<br>7 Transactions          |  |      |
| <b>64</b>  | <b>DEPT Total:</b>                                  |             | <b>862.02</b> | <b>COMPUTER</b>                         | <b>1 Vendors</b>                      | <b>7 Transactions</b>                            |      |
| <b>91</b>  | DEPT<br>21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b> |             |               | ATTORNEY                                |                                       |  |      |
| 29         | 01-091-000-0000-6401                                |             | 216.70        | TONER                                   | 6806614<br>02/15/2024 02/15/2024 2425 | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
| 16         | 01-091-000-0000-6401                                |             | 133.81        | PHOTO PAPER, POST ITS, TABS             | STMT<br>02/06/2024 02/06/2024         | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
|            | <b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>         |             | <b>350.51</b> |   | 2 Transactions                        |  |      |
| <b>91</b>  | <b>DEPT Total:</b>                                  |             | <b>350.51</b> | <b>ATTORNEY</b>                         | <b>1 Vendors</b>                      | <b>2 Transactions</b>                            |      |
| <b>118</b> | DEPT<br>21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b> |             |               | COURTHOUSE MAINTENANCE                  |                                       |  |      |
| 12         | 01-118-000-0000-6301                                |             | 373.19        | FERTILIZER SPREADER                     | 0663428<br>02/08/2024 02/08/2024 2425 | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 9          | 01-118-000-0000-6301                                |             | 528.12        | CARPET CHAIR MAT                        | 173995870<br>02/05/2024 02/05/2024    | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 7          | 01-118-000-0000-6301                                |             | 478.00        | HEATER PARTS                            | 305745<br>02/07/2024 02/07/2024       | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 3          | 01-118-000-0000-6301                                |             | 2.44          | SPRING PIN                              | 4120348<br>01/22/2024 01/22/2024      | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 4          | 01-118-000-0000-6301                                |             | 87.58         | BATTERY                                 | 4122111                               | EQUIPMENT & BUILDING MAINTENAN                   | N    |

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

1 GENERAL

| Vendor No. | Name<br>Account/Formula                     | Rpt<br>Accr | Amount          | Warrant Description<br>Service Dates                   | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|---|-------------|-----------------|--|----------------------------|--|------|
| 5          | 01-118-000-0000-6301                        |             | 9.00-           | BATTERY CORE RETURN<br>01/24/2024 01/24/2024           | 4124538                    | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 8          | 01-118-000-0000-6301                        |             | 51.94           | RELAY<br>01/26/2024 01/26/2024                         | 4131086                    | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 6          | 01-118-000-0000-6301                        |             | 47.34           | SCREWDRIVER SET, PIN KIT<br>02/02/2024 02/02/2024      | 4461052                    | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 10         | 01-118-000-0000-6301                        |             | 79.99           | INSPECTION CAMERA<br>01/29/2024 01/29/2024             | 4680257                    | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 11         | 01-118-000-0000-6301                        |             | 43.45           | VACUUM REPLACEMENT WHEELS<br>02/05/2024 02/05/2024     | 9432232<br>2425            | EQUIPMENT & BUILDING MAINTENAN                   | N    |
|            | <b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b> |             | <b>1,683.05</b> |  |                            |  |      |
|            |   |             |                 | <b>10 Transactions</b>                                 |                            |  |      |
| <b>118</b> | <b>DEPT Total:</b>                          |             | <b>1,683.05</b> | <b>COURTHOUSE MAINTENANCE</b>                          | <b>1 Vendors</b>           | <b>10 Transactions</b>                           |      |
| <b>201</b> | DEPT  |             |                 | SHERIFF  |                            |  |      |
|            | <b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b> |             |                 |  |                            |  |      |
| 36         | 01-201-000-0000-6302                        |             | 7.50            | SIGNAL PART<br>01/25/2024 01/25/2024                   | 00127752                   | POLICE EQUIPMENT MAINTENANCE                     | N    |
| 34         | 01-201-000-0000-6401                        |             | 5.99            | USB ADAPTER<br>01/22/2024 01/22/2024                   | 1164259<br>2425            | OFFICE SUPPLIES & EQUIPMENT MAI                  | N    |
| 38         | 01-201-000-0000-6334                        |             | 121.12          | LODGING @ ERU TR - AE<br>02/05/2024 02/07/2024         | 116537                     | LODGING & EXPENSE                                | N    |
| 37         | 01-201-000-0000-6334                        |             | 121.12          | LODGING @ ERU TR - TA<br>02/05/2024 02/07/2024         | 116538                     | LODGING & EXPENSE                                | N    |
| 33         | 01-201-000-0000-6302                        |             | 188.25          | NIK TESTS<br>01/24/2024 01/24/2024                     | 1382                       | POLICE EQUIPMENT MAINTENANCE                     | N    |
| 49         | 01-201-000-0000-6334                        |             | 449.42          | LODGING @ TR - RG<br>02/05/2024 02/08/2024             | 167126                     | LODGING & EXPENSE                                | N    |
| 48         | 01-201-000-0000-6334                        |             | 449.42          | LODGING @ TR - DM<br>02/05/2024 02/08/2024             | 167127                     | LODGING & EXPENSE                                | N    |
| 39         | 01-201-000-0000-6302                        |             | 75.67           | EVIDENCE BAGS<br>02/12/2024 02/12/2024                 | 29330                      | POLICE EQUIPMENT MAINTENANCE                     | N    |
| 31         | 01-201-000-0000-6242                        |             | 175.00          | REG @ CIVIL PROCESS TR - CK<br>01/22/2024 01/22/2024   | 300650                     | DUES & REGISTRATION FEES                         | N    |
| 56         | 01-201-000-0000-6242                        |             | 90.00           | REG @ EXPUNGEMENT TR - AR<br>01/26/2024 01/26/2024     | 301450                     | DUES & REGISTRATION FEES                         | N    |
| 57         | 01-201-000-0000-6242                        |             | 175.00          | REG @ EMPLOYEE MISCON TR - JJ<br>01/26/2024 01/26/2024 | 301490                     | DUES & REGISTRATION FEES                         | N    |

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



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

1 GENERAL

| Vendor No.   | Name<br>Account/Formula               | Rpt<br>Accr | Amount          | Warrant Description<br>Service Dates               | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|--------------|---------------------------------------|-------------|-----------------|--|----------------------------|--|------|
| 35           | 01-201-000-0000-6302                  |             | 168.52          | NIK TESTS<br>01/24/2024 01/24/2024                 | 30734                      | POLICE EQUIPMENT MAINTENANCE                     | N    |
| 32           | 01-201-000-0000-6242                  |             | 365.00          | REG @ SOTA CON - MZ<br>04/21/2024 04/23/2024       | STMT                       | DUES & REGISTRATION FEES                         | N    |
| 54           | 01-201-000-0000-6242                  |             | 365.00          | REG @ SOTA CON - TA<br>04/21/2024 04/23/2024       | STMT                       | DUES & REGISTRATION FEES                         | N    |
| 55           | 01-201-000-0000-6242                  |             | 365.00          | REG @ SOTA CON - AE<br>04/21/2024 04/23/2024       | STMT                       | DUES & REGISTRATION FEES                         | N    |
| <b>21275</b> | <b>ELAN CORPORATE PAYMENT SYSTEMS</b> |             | <b>3,122.01</b> | <b>15 Transactions</b>                             |                            |  |      |
| <b>201</b>   | <b>DEPT Total:</b>                    |             | <b>3,122.01</b> | <b>SHERIFF</b>                                     | <b>1 Vendors</b>           | <b>15 Transactions</b>                           |      |
| <b>249</b>   | <b>DEPT</b>                           |             |                 | <b>OTHER PUBLIC SAFETY</b>                         |                            |  |      |
| <b>21275</b> | <b>ELAN CORPORATE PAYMENT SYSTEMS</b> |             |                 |  |                            |  |      |
| 43           | 01-249-000-2815-6802                  |             | 12.50           | CANTEEN SUPPLIES<br>01/31/2024 01/31/2024          | 1804603                    | CANTEEN EXPENSES                                 | N    |
| 44           | 01-249-000-2815-6802                  |             | 127.02          | CANTEEN SUPPLIES<br>01/31/2024 01/31/2024          | 1804777                    | CANTEEN EXPENSES                                 | N    |
| 52           | 01-249-000-2815-6802                  |             | 185.88          | CANTEEN SUPPLIES<br>02/16/2024 02/16/2024          | 1810271                    | CANTEEN EXPENSES                                 | N    |
| 53           | 01-249-000-2815-6802                  |             | 22.50           | CANTEEN SUPPLIES<br>02/19/2024 02/19/2024          | 1810593                    | CANTEEN EXPENSES                                 | N    |
| 40           | 01-249-000-2815-6802                  |             | 163.12          | FOAM MATTRESS TOPPERS<br>01/22/2024 01/22/2024     | 685325                     | CANTEEN EXPENSES                                 | N    |
| 42           | 01-249-000-2815-6802                  |             | 17.18           | HAND TOWELS, WASH CLOTHS<br>01/30/2024 01/30/2024  | SO0259751                  | CANTEEN EXPENSES                                 | N    |
| 46           | 01-249-000-2815-6802                  |             | 388.74          | INMATE CLOTHING & HYGIENE<br>02/05/2024 02/05/2024 | SO0261300                  | CANTEEN EXPENSES                                 | N    |
| 47           | 01-249-000-2815-6802                  |             | 69.45           | INMATE CLOTHING<br>02/06/2024 02/06/2024           | SO0261579                  | CANTEEN EXPENSES                                 | N    |
| 41           | 01-249-000-2815-6802                  |             | 88.75           | CANTEEN SUPPLIES<br>01/25/2024 01/25/2024          | STMT                       | CANTEEN EXPENSES                                 | N    |
| 45           | 01-249-000-2815-6802                  |             | 92.50           | CANTEEN SUPPLIES<br>02/03/2024 02/03/2024          | STMT                       | CANTEEN EXPENSES                                 | N    |
| 50           | 01-249-000-2815-6802                  |             | 58.75           | CANTEEN SUPPLIES<br>02/09/2024 02/09/2024          | STMT                       | CANTEEN EXPENSES                                 | N    |
| 51           | 01-249-000-2815-6802                  |             | 60.00           | CANTEEN SUPPLIES<br>02/15/2024 02/15/2024          | STMT                       | CANTEEN EXPENSES                                 | N    |



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



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

1 GENERAL

| Vendor No. | Name<br>Account/Formula        | Rpt<br>Accr | Amount          | Warrant Description<br>Service Dates             | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|--------------------------------|-------------|-----------------|--|----------------------------|--|------|
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |             | 1,286.39        |  | 12 Transactions            |  |      |
| <b>249</b> | <b>DEPT Total:</b>             |             | <b>1,286.39</b> | <b>OTHER PUBLIC SAFETY</b>                       | <b>1 Vendors</b>           | <b>12 Transactions</b>                           |      |
| <b>520</b> | DEPT                           |             |                 | PARKS  |                            |  |      |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |             |                 |  |                            |  |      |
| 58         | 01-520-000-0000-6301           |             | 643.69          | DOOR HANDLES, WOOD<br>02/11/2024 02/11/2024      | STMT                       | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 59         | 01-520-000-0000-6301           |             | 328.44          | PAINT, WOOD<br>02/20/2024 02/20/2024             | STMT                       | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 60         | 01-520-000-0000-6301           |             | 851.47          | WOOD, HINGES, BRACES<br>02/20/2024 02/20/2024    | STMT                       | EQUIPMENT & BUILDING MAINTENAN                   | N    |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |             | 1,823.60        |  | 3 Transactions             |  |      |
| <b>520</b> | <b>DEPT Total:</b>             |             | <b>1,823.60</b> | <b>PARKS</b>                                     | <b>1 Vendors</b>           | <b>3 Transactions</b>                            |      |
| <b>601</b> | DEPT                           |             |                 | AGRICULTURAL INSPECTION                          |                            |  |      |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |             |                 |  |                            |  |      |
| 17         | 01-601-000-0000-6242           |             | 17.17           | TELECOM SOFTWARE - ZOOM<br>01/23/2024 02/22/2024 | 237567317                  | DUES & REGISTRATION FEES                         | N    |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |             | 17.17           |  | 1 Transactions             |  |      |
| <b>601</b> | <b>DEPT Total:</b>             |             | <b>17.17</b>    | <b>AGRICULTURAL INSPECTION</b>                   | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| <b>620</b> | DEPT                           |             |                 | SOIL AND WATER CONSERVATION DIST                 |                            |  |      |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |             |                 |  |                            |  |      |
| 61         | 01-620-000-0000-6411           |             | 827.00          | SOIL & MOISTURE SENSOR<br>01/29/2024 01/29/2024  | 331975                     | FIELD SUPPLIES/EXPENSES                          | N    |
| 62         | 01-620-000-0000-6401           |             | 11.12           | POSTAGE<br>01/30/2024 01/30/2024                 | STMT                       | OFFICE SUPPLIES & EQUIP MNTCE                    | N    |
| 63         | 01-620-000-0000-6401           |             | 9.50            | POSTAGE<br>02/07/2024 02/07/2024                 | STMT                       | OFFICE SUPPLIES & EQUIP MNTCE                    | N    |
| 64         | 01-620-000-0000-6401           |             | 11.36           | POSTAGE<br>02/13/2024 02/13/2024                 | STMT                       | OFFICE SUPPLIES & EQUIP MNTCE                    | N    |
| 21275      | ELAN CORPORATE PAYMENT SYSTEMS |             | 858.98          |  | 4 Transactions             |  |      |
| <b>620</b> | <b>DEPT Total:</b>             |             | <b>858.98</b>   | <b>SOIL AND WATER CONSERVATION DIST</b>          | <b>1 Vendors</b>           | <b>4 Transactions</b>                            |      |

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



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

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           |                        |
| 704    | DEPT                                 |      | OTHER ECONOMIC DEVELOPMENT     |                                   |                             |                        |
|        | 21275 ELAN CORPORATE PAYMENT SYSTEMS |      |                                |                                   |                             |                        |
| 20     | 01-704-000-0000-6334                 |      | 274.94 LODGING @ EDAM CON - BM | 379681                            | EDA LODGING & EXPENSE       | N                      |
|        |                                      |      | 01/24/2024 01/26/2024          |                                   |                             |                        |
|        | 21275 ELAN CORPORATE PAYMENT SYSTEMS |      | 274.94                         | 1 Transactions                    |                             |                        |
| 704    | <b>DEPT Total:</b>                   |      | 274.94                         | <b>OTHER ECONOMIC DEVELOPMENT</b> | <b>1 Vendors</b>            | <b>1 Transactions</b>  |
| 1      | <b>Fund Total:</b>                   |      | 10,633.05                      | <b>GENERAL</b>                    |                             | <b>60 Transactions</b> |

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



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

| Vendor No. | Name<br>Account/Formula                     | Rpt<br>Accr | Amount        | Warrant Description<br>Service Dates       | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|---|-------------|---------------|--|----------------------------|--|------|
| <b>310</b> | DEPT  |             |               | HIGHWAY MAINTENANCE                        |                            |  |      |
|            | 21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b> |             |               |  |                            |  |      |
| 15         | 03-310-000-0000-6501                        |             | 148.20        | SEPTIC SAFE TP<br>02/20/2024 02/20/2024    | 0311439<br>2425            | ROAD MAINTENANCE SUPPLIES & M/                   | N    |
|            | <b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b> |             | <b>148.20</b> | <b>1 Transactions</b>                      |                            |  |      |
| <b>310</b> | <b>DEPT Total:</b>                          |             | <b>148.20</b> | <b>HIGHWAY MAINTENANCE</b>                 | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| <b>330</b> | DEPT  |             |               | EQUIPMENT MAINTENANCE & SHOP               |                            |  |      |
|            | 21275 <b>ELAN CORPORATE PAYMENT SYSTEMS</b> |             |               |  |                            |  |      |
| 14         | 03-330-000-0000-6502                        |             | 33.46         | BOOK ENDS<br>02/15/2024 02/15/2024         | 0121838<br>2425            | SHOP MATERIALS & SUPPLIES                        | N    |
| 13         | 03-330-000-0000-6502                        |             | 186.57        | DISPOSABLE GLOVES<br>01/31/2024 01/31/2024 | 5832238<br>2425            | SHOP MATERIALS & SUPPLIES                        | N    |
|            | <b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b> |             | <b>220.03</b> | <b>2 Transactions</b>                      |                            |  |      |
| <b>330</b> | <b>DEPT Total:</b>                          |             | <b>220.03</b> | <b>EQUIPMENT MAINTENANCE &amp; SHOP</b>    | <b>1 Vendors</b>           | <b>2 Transactions</b>                            |      |
| <b>3</b>   | <b>Fund Total:</b>                          |             | <b>368.23</b> | <b>ROAD AND BRIDGE</b>                     |                            | <b>3 Transactions</b>                            |      |

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



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

73 INSURANCE

| Vendor No. | Name<br>Account/Formula              | Rpt<br>Accr | Amount           | Warrant Description<br>Service Dates                 | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|--------------------------------------|-------------|------------------|--|----------------------------|--|------|
| 801        | DEPT                                 |             |                  | NON-DEPARTMENTAL                                     |                            |  |      |
| 26         | 21275 ELAN CORPORATE PAYMENT SYSTEMS |             |                  |  |                            |  |      |
|            | 73-801-000-0000-6178                 |             | 23.26            | WELCOME BREAKFAST - SHERIFF<br>02/12/2024 02/12/2024 | STMT                       | EMPLOYEE WELLNESS                                | N    |
|            | 21275 ELAN CORPORATE PAYMENT SYSTEMS |             | 23.26            | 1 Transactions                                       |                            |  |      |
| 801        | <b>DEPT Total:</b>                   |             | <b>23.26</b>     | <b>NON-DEPARTMENTAL</b>                              | <b>1 Vendors</b>           | <b>1 Transactions</b>                            |      |
| 73         | <b>Fund Total:</b>                   |             | <b>23.26</b>     | <b>INSURANCE</b>                                     |                            | <b>1 Transactions</b>                            |      |
|            | <b>Final Total:</b>                  |             | <b>11,024.54</b> | <b>16 Vendors</b>                                    | <b>64 Transactions</b>     |  |      |

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



**Recap by Fund**

| <u>Fund</u>      | <u>AMOUNT</u>    | <u>Name</u>     |
|------------------|------------------|-----------------|
| 1                | 10,633.05        | GENERAL         |
| 3                | 368.23           | ROAD AND BRIDGE |
| 73               | 23.26            | INSURANCE       |
| <b>All Funds</b> | <b>11,024.54</b> | <b>Total</b>    |

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



**REQUEST FOR BOARD ACTION**

|   |               |                                |                |
|---|---------------|--------------------------------|----------------|
| <b>Requested Board Date:</b>  | March 5, 2024 | <b>Originating Department:</b> | Environmental  |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |               |                                |                |
| <b>Discussion Item:</b>   |               | <b>Presenter:</b>              | Jeanette Pidde |
| Ordinance Adoption  |               | <b>estimated time needed:</b>  | 15 minutes     |
| <b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only |               |                                |                |

**If Action, Board Motion Requested:**

Enact amended Tobacco Ordinance;  
 Enact Cannabis Ordinance; and  
 Enact ordinance amendments recommended by the Southwest Health and Human Services, Sheriff's Office, County Attorney, and Environmental Office, and amend Code to reflect all adopted changes.

**Background Information:**

County Attorney's Office prepared an updated Tobacco Ordinance, to reflect state law age of use to 21 years-of-age, as well as updated regulatory provisions.  
 New Cannabis Ordinance was created by County Attorney's Office to regulate use.  
 Each year we plan to discuss and enact changes to the Redwood County Code of Ordinances, in order to correct typos and inconsistencies, and to keep up with changes in State law and rules.

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 \*\***



**PUBLIC HEARING TO ENACT ORDINANCES**

**REDWOOD COUNTY BOARD OF COMMISSIONERS**

**Tuesday, March 5, 2024 – 9:00 a.m.**

Call to order the public hearing in the matter of the enactment of the following Redwood County Ordinances:

- a. Amended Tobacco Ordinance to allow sales only to people who have reached the age of twenty-one years, require licensees to provide a license instructional program for employees and provide proof of the program with their license application, and change fines and penalties for violations of the ordinance;
- b. Cannabis Ordinance, regulating the use of cannabis and cannabis-derived products in public places; and
- c. Ordinance to clarify definitions, eliminate inconsistent passages, and correct errors in the ordinances regulating Public Health Administration, Subsurface Sewage Treatment Systems, Subdivisions, and Zoning as part of a planned annual update of the Code of Ordinances, and to amend the Code of Ordinances to reflect all adopted changes.

**Receive Testimony**

- i. Invite supporters to testify
- ii. Invite opposition to testify
- iii. Allow final statements

**Close public hearing**

- i. Announce to the audience that the public hearing is now closed to further testimony
- ii. Commissioners' discussion of proposed Ordinances

**Vote on Enactment of Proposed Ordinances**

- i. Call for motion when discussion is complete (enact as presented; enact with changes; continue hearing)





**ORDINANCE NO. 2024-01**

**AN ORDINANCE REGULATING TOBACCO SALES  
FOR THE COUNTY OF REDWOOD, MINNESOTA**

THE REDWOOD COUNTY COMMISSIONERS HEREBY ORDAIN AS FOLLOWS: Redwood County Ordinance Chapter 112, which was enacted through Resolution on December 30, 2008, by the Redwood County Board of Commissioners, is hereby repealed and this is enacted in its stead.

**CHAPTER 112: TOBACCO SALES**

Section

***General Provisions***

- 112.01 Purpose
- 112.02 Authority
- 112.03 Definitions and Interpretations
- 112.04 Prohibited Sales
- 112.05 Compliance Checks and Inspections

***Licensing Procedures***

- 112.20 License Required
- 112.21 Application
- 112.22 Action
- 112.23 Term
- 112.24 Revocation or Suspension
- 112.25 Transfers
- 112.26 Licensee Responsibility
- 112.27 Display of License
- 112.28 License Renewal
- 112.29 Issuance as a Privilege
- 112.30 Fee
- 112.31 License Denial
- 112.32 License Instructional Program
- 112.40 Minnesota Clean Indoor Air Act

***Administration and Enforcement***

- 112.45 Notice
- 112.46 Hearings
- 112.47 Hearing Officer
- 112.48 Decision
- 112.49 Appeals
- 112.50 Exceptions and Affirmative Defenses
- 112.51 Penalty
- 112.52 Prosecution
- 112.53 Continued Violations
- 112.54 Severability

***GENERAL PROVISIONS***

**§ 112.01 PURPOSE.**

The purpose of this chapter is to regulate the sale of tobacco products for the purpose of enforcing and furthering existing laws, to protect persons under the age of 21 against the known serious health effects associated with the use of tobacco, and to further the public policy of the State of Minnesota as stated in Minn. Stat. 144.391. The County recognizes the sale of commercial tobacco, tobacco-related devices, and nicotine or lobelia delivery products to persons under the age of 21 violates state and federal law. It has been shown smoking causes several severe health problems that subsequently place a financial burden on all levels of government including the County. This chapter is intended to serve the best interests of the citizens of the County by protecting their health, safety, and general welfare.

**§ 112.02 AUTHORITY.**

This chapter is enacted pursuant to the requirements of Minn. Stat. 461.12 through Minn. Stat. 461.22, as they may be amended from time to time, or successor statutes, relating to the sale of tobacco, tobacco-related devices, electronic delivery devices, nicotine or lobelia delivery products in the County's unorganized territory and in a town, home rule charter or statutory city of the town or city does not license and regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, nicotine or lobelia delivery products.

### **§ 112.03 DEFINITIONS AND INTERPRETATIONS**

Except as otherwise provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Unless specifically defined herein, terms used in this Chapter shall have the same definitions as provided in Minn. Stat. 461.12 through Minn. Stat. 461.22. The terms “shall” and “must” are mandatory and the term “may” is permissive.

**COMPLIANCE CHECKS.** The system that the county uses to investigate and ensure that those authorized to sell tobacco, tobacco – related devices, electronic delivery devices, and nicotine and lobelia delivery products are following and complying with the requirements of this Chapter. **COMPLIANCE CHECKS** shall involve the use of persons under the age of 21 who purchase or attempt to purchase tobacco products as authorized by this Chapter and Minn. Stat. 461.12, subd. 5. **COMPLIANCE CHECKS** shall also mean the use of persons under the age of 21 who attempt to purchase tobacco products for educations, research, and training purposes as authorized by state and federal laws. **COMPLIANCE CHECKS** may also be conducted by other units of government for the purpose of enforcing appropriate federal, state or local laws and regulations relating to tobacco products.

**ELECTRONIC DELIVERY DEVICE.** Any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination

products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

**LOOSIES.** The common term used to refer to a single or individually packaged cigarette including a single use electronic delivery device or any other tobacco product.

**MOVEABLE PLACE OF BUSINESS.** Any retail business whose physical location is not permanent, including but not limited to, any retail business that is operated from a kiosk, other transportable structure, or motorized or non-motorized vehicle.

**NICOTINE OR LOBELIA DELIVERY PRODUCTS.** Any product containing or delivering nicotine or lobelia intended for human consumption, whether natural or synthetic, or any part of such a product, that is not tobacco or an electronic delivery device as defined by this Section, if the product is a drug, device, or combination product, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that is authorized for sale by the United States Food and Drug Administration.

**RETAIL ESTABLISHMENT.** Any place of business where tobacco products are available for sale to the general public. **RETAIL ESTABLISHMENTS** shall include but not be limited to, grocery stores, convenience stores, tobacco product shops, liquor stores, gas stations, golf courses, bowling alleys, bars and restaurants.

**SALE.** Any transfer, exchange, or barter, in any manner or by any means, for consideration, and includes all sales made by any person. It also includes gifts or samples provided for advertising or promotional purposes, made by a person engaged in the selling of cigarettes or tobacco products.

**SELF-SERVICE MERCHANDISING.** Open displays of tobacco products in any manner where any person shall have access to the tobacco products without the assistance or

intervention of the licensee or the licensee's employee. Assistance or intervention shall include the actual physical exchange of the tobacco products between the customer and the licensee or employee. **SELF-SERVICE MERCHANDISING** shall not include vending machines.

**SMOKING.** Inhaling or exhaling smoke from any lighted or heated tobacco product exhaling vapor from any electronic delivery device. **SMOKING** also includes carrying or using an activated electronic delivery device or a lighted or heated tobacco product intended for inhalation.

**TOBACCO.** Cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

**TOBACCO PRODUCTS.** Any tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products as those terms are defined in this Section.

**TOBACCO-RELATED DEVICES.** Cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

**VENDING MACHINES.** Any mechanical, electrical or electronic, or self-service device which dispenses tobacco products upon the insertion of money, tokens or other forms of payment directly into the machine and includes vending machines equipped with manual, electric, or electronic locking devices.

#### § 112.04 PROHIBITED SALES

It shall be a violation of this Chapter for any person to sell or offer to sell any tobacco products:

(A) To a person under the age of 21.

(B)

i. Age verification. The licensee shall verify, by means of government-issued photographic identification containing the bearer's date of birth, that the purchaser or person attempting to make the purchase is at least 21 years of age. Verification is not required if the purchaser or person attempting to make the purchase is 30 years of age or older. It shall not constitute a defense to a violation of this subdivision that the person appeared to be 30 years of age or older.

ii. Signage. The licensee shall display a sign in plain view to provide public notice that selling any of tobacco products to any person under the age of 21 is illegal and subject to penalties. The notice shall be placed in a conspicuous location in the licensed establishment and shall be readily visible to any person who is purchasing or attempting to purchase these products. The sign shall provide notice that all persons responsible for selling these products must verify, by means of photographic identification containing the bearer's date of birth, the age of any person under 30 years of age.

(C) By means of a vending machine.

(D) By means of self-service merchandising and self-service methods. All tobacco products shall be stored behind

a counter. This prohibition does not apply to retail stores which derive at least 90 percent of their revenue from tobacco products, and where the retailer ensures that no person under the age of 21 is present or permitted to enter at any time.

(E) By means of loosies.

(F) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana or other deleterious, hallucinogenic, toxic or controlled substances, except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.

(G) In any circumstance when no license was issued, when a license was denied, when a license was suspended or when a license was revoked, regardless of whether the applicant or licensee requested a hearing pursuant to Section 112.45.

(H) By means of a moveable place of business.

(I) In the form of any liquid, whether or not such liquid contains nicotine, intended for human consumption and used in an electronic delivery devices not contained in child-resistant packaging as defined in Minn. Stat. 461.20, as it may be amended from time to time. All licensees must ensure any such liquid is sold in child-resistant packaging.

(J) By any other means, to any other person, or in any other manner or form prohibited by Federal, State, or other local law, ordinance provision, or other regulation.

#### **§ 112.05 COMPLIANCE CHECKS AND INSPECTIONS.**

All licensed premises shall be open to inspection by local law enforcement, the Sheriff, or other County officials during regular

business hours.

(A) *Procedure.* From time to time, but at least once per year, a Sheriff's Deputy shall conduct unannounced compliance checks of each licensed retail establishment to ensure compliance with this Chapter. This shall be accomplished, in accordance with state law, by engaging persons between the age of 17 and 20 to enter the licensed premises to attempt to purchase tobacco products. Should the person be under the age of 18 written consent of their parents or legal guardians shall be required prior to use in a compliance check. Persons used for the purpose of compliance checks shall be allowed to enter the licensed retail establishments to attempt to purchase tobacco products and shall be supervised at all times by the designated law enforcement agent of the county. Persons used for compliance checks shall not be guilty of the unlawful purchase or attempted purchase of tobacco products when the items are obtained or attempted to be obtained as a part of a compliance check. No person used in compliance checks shall attempt to use a false identification misrepresenting the person's age. All persons lawfully engaged in a compliance check shall produce any identification, if any exists, for which he or she is asked.

(B) *Non-exclusion.* Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research or training purposes, or required for the enforcement of a particular state or federal law.

#### ***LICENSING PROCEDURES***

#### **§ 112.20 LICENSE REQUIRED.**

No person shall sell or offer to sell any tobacco products without first having obtained a license to do so from the County, unless located within a town or statutory city that has retained licensing authority under Minn. Stat. 461.12, subd. 1.

#### **§ 112.21 APPLICATION.**

(A) An application for a license to sell tobacco products shall be made on a form provided by the County. Applications shall be made available to the general public by the County Auditor-Treasurer.

(B) The application shall contain the full name of the applicant, the date of birth of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, a copy of the educational materials the applicant intends to use to educate employees, any additional information the County deems necessary, and an affirmation by the applicant that he or she shall abide by this Chapter. The applicant shall declare whether or not he or she has been convicted or administratively penalized within the previous five years for a violation of a federal, state or local law, ordinance provision or other regulation relating to tobacco. The applicant shall also declare whether or not there exists any pending criminal or administrative proceeding, at the time the application is submitted, regarding his or her alleged violation of a federal, state or local law, ordinance provision or other regulation relating to tobacco.

(C) Upon receipt of a completed application, the County Auditor-Treasurer shall determine if the application is complete. If an application is determined to be incomplete, it will be returned to the applicant with notice of the deficiencies. If the County Auditor-Treasurer determines the application to be complete, it will be forwarded to the County Board of Commissioners for action at its next regularly scheduled meeting.

(D) The County Auditor-Treasurer may consult with the Sheriff, Southwest Health and Human Services, or the County Attorney in deciding whether an application is complete.

#### **§ 112.22 ACTION.**

The County Board of Commissioners may either approve or deny the license, or it may delay action for such reasonable period of time as it deems necessary to complete an investigation of the application or the

applicant. If the County Board of Commissioners approves the license, the County Auditor-Treasurer shall issue the license to the applicant. If the County Board of Commissioners denies the license, written notice of the denial shall be sent to the applicant at the business address provided on the application with the reason(s) for denial. The notice shall also inform the applicant of the right to appeal the decision pursuant to Section 112.45, and have a hearing pursuant to Section 112.46.

#### **§ 112.23 TERM.**

All licenses issued under this chapter shall be valid for one calendar year beginning January 1 and ending December 31 of the applicable year. Licenses applied for after January 1 shall be charged a prorated fee. A portion of a month shall be considered a whole month for the purpose of calculating the prorated fee; provided, however, that, in no case shall a license fee be prorated below an amount equal to one-half of the original fee. There shall be no refunds for portions of unused tobacco licenses.

#### **§ 112.24 REVOCATION OR SUSPENSION.**

Any license issued under this chapter may be revoked or suspended as provided in § 112.51 of this chapter.

#### **§ 112.25 TRANSFERS.**

All licenses issued under this Chapter shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid without the prior approval of the County Board of Commissioners.

#### **§ 112.26 LICENSEE RESPONSIBILITY.**

All licensees are responsible for the actions of their agents and employees regarding the sale of tobacco products on the licensed premises. The sale of a tobacco product shall be considered a sale by the licensee. Any violation

of this Chapter shall be considered an act of the licensee for purposes of imposing an administrative penalty, license suspension, or license revocation.

#### **§ 112.27 DISPLAY OF LICENSE.**

All licenses shall be posted and displayed in plain view of the general public on the licensed premises.

#### **§ 112.28 LICENSE RENEWAL.**

The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days, but no more than 60 days, before the expiration of the current license.

#### **§ 112.29 ISSUANCE AS A PRIVILEGE.**

The issuance of a license under this Chapter shall be considered a privilege and not an absolute right, contract or entitlement of the applicant and shall not entitle the holder to an automatic renewal of the license.

#### **§ 112.30 FEE.**

(A) No license shall be issued under this Chapter until the appropriate license fee is paid in full. The fee shall be set in accordance with a fee schedule adopted by the County's Board of Commissioners. The County Auditor-Treasurer shall be authorized to accept payment of this license fee. If an applicant elects to pay the appropriate license fee by check or money order, the check or money order shall be made payable to "Redwood County Auditor-Treasurer".

#### **§ 112.31 LICENSE DENIAL.**

(A) The following shall be grounds for denying the issuance or renewal of a license under this Chapter. However, except as may otherwise be provided by law, the existence of any particular ground for denial does not require the County Board of Commissioners to deny the license.

(B) The following is a non-exclusive list of bases for denial of a license under this chapter:

(1) *Age of applicant.* The applicant is a person under the age of 21.

(2) *Prior conviction.* The applicant or licensee has been convicted within the past five (5) years of any violation of a federal, state or local law, ordinance provision or other regulation relating to tobacco products.

(3) *Prior administrative penalty.* The applicant or licensee has been subject to administrative penalties under Section 112.51 within the preceding 12 months of the date of application.

(4) *Prior license revocation.* The applicant or licensee has had a license to sell tobacco products revoked within the preceding 12 months of the date of application.

(5) *Incomplete or misleading information.* The applicant or licensee fails to provide any information required on the application or provides false or misleading information.

(6) *Prohibition.* The applicant or licensee is prohibited by federal, state or other local law, ordinance or other regulation, from a license.

(7) *Outstanding Fees, Fines, or Pearlites.* The applicant or licensee has outstanding fees, fines, penalties, or property taxes owed to the County.

(8) *Moveable Place of Business.* The license is for a moveable place of business.

(9) *Location.* The licensed premises is within 1,000 feet of any school, as measured by the shortest line between the space to be occupied by the applicant or licensee and the occupied space of the school, unless the applicant or licensee has been in the business of selling tobacco products in that location for at least one (1) year before the date this Section was enacted into law.

**§ 112.32 LICENSE INSTRUCTIONAL PROGRAM.**

No applicant shall be issued a license or granted a license renewal to sell tobacco products unless the applicant or licensee has a program for instructing all agents and employees regarding the legal requirements pertaining to the sale of tobacco products. The instructional program includes, but is not limited to:

- A. Reviewing the law, including this Chapter, on the sale of tobacco products;
- B. Requiring agents and employees to request identification from every customer who is under 30 years of age;
- C. Explaining that the sale of tobacco products to persons under the age of 21 is illegal;
- D. Explaining what proof of age is legally acceptable; and
- E. Explaining that a sale to a person under the age of 21 can subject the applicant or licensee and their agents and employees to criminal and civil penalties.

**§ 112.40 MINNESOTA CLEAN INDOOR AIR ACT**

All licensees shall comply with The Minnesota Clean Indoor Air Act as set out in Minn. Stat. 144.411 to 144.417, as it may be amended from time to time.

*Administration and Enforcement*

**§ 112.45 NOTICE.**

Upon discovery of a violation or notice of license denial, the licensee or applicant shall be issued either personally or by mail a written citation or notice of license denial. The citation

or notice of license denial must provide notice that a hearing may be requested in writing by the licensee or applicant but must be received by the County Board of Commissioners within ten (10) business days of issuance of the citation or notice of license denial, and that failure to follow said process forfeits the right to a hearing. The citation or notice of license denial must provide information on how and where to request a hearing, including an address and contact information for the County Board of Commissioners. A citation must also inform the alleged violator of the violation and the administrative penalty under Section 112.51.

**§ 112.46 HEARINGS.**

(A) Failure to request a hearing as outlined in Section 112.45 will terminate the alleged violator or applicants right to a hearing on the violation or the license denial, and the violation and administrative penalty imposed under Section 112.51 of this Chapter or the license denial will become final.

(B) Upon receipt of a timely request, the County Board of Commissioners shall set the time and place for the hearing. The accused violator or applicant shall be informed in writing, sent to the business address of the licensee or applicant, of the time and place of the hearing at least ten (10) business days prior to the hearing.

**§ 112.47 HEARING OFFICER.**

(A) The County Board of Commissioners shall appoint a hearing officer. The hearing officer shall be an impartial person retained by the County to conduct the hearing.

(B) In making its determination of whether or not a violation has occurred, the hearing officer shall consider only facts obtained at the hearing.

**§ 112.48 DECISION.**

The hearing officer shall issue a written decision within ten (10) business days after the

hearing. If the hearing officer determines that a violation of this Chapter did occur or that the license denial is upheld, that decision, along with the hearing officer's reasons and the administrative penalty to be imposed, if any, shall be recorded in a writing, a copy of which shall be provided to the violator or applicant. If the hearing officer finds that no violation occurred, finds grounds for not imposing any administrative penalty, or overturns the license denial, the findings shall be recorded in writing and a copy shall be provided to the acquitted violator or applicant.

#### **§ 112.49 APPEALS.**

Appeals of any decision made by the hearing officer shall be filed in Redwood County District Court within 30 days of written notice of the hearing officer's decision.

#### **§ 112.50 EXCEPTIONS AND AFFIRMATIVE DEFENSES.**

(A) Nothing in this chapter shall prevent the provision of tobacco products to a person under the age of 21 as part of a lawfully recognized religious, spiritual or cultural ceremony.

(B) It shall also be an affirmative defense to the violation of this Chapter for a person to have reasonably and in good faith relied on proof of age as described by state law in Minn. Stat. 340A.503, subd. 6.

#### **§ 112.51 PENALTY.**

(A) Any licensee found to have violated this Chapter or whose employee has violated this Chapter, shall be charged:

1. An administrative fine of \$300 for a first violation of this Chapter;
2. An administrative fine of \$600 and a one-day suspension of the license for a second violation at the same licensed premises within a five-year period of the first violation;
3. An administrative fine of \$1,000 and a seven (7) day suspension for a third

violation at the same licensed premises within a five-year period of the first violation and may be revoked; or

4. Revocation of the license for a fourth violation at the same licensed premises within a five-year period of the first violation.

(B) If the administrative penalties authorized to be imposed by Minn. Stat. 461.12, as it may be amended from time to time, differ from those established in this section, the higher administrative penalty will prevail.

(C) If a license is mistakenly issued or renewed to an applicant, the license will be administratively revoked upon the discovery that the applicant or licensee was ineligible for a license under Section 112.31.

(D) Other individuals age 21 and older found to be in violation of this Chapter may be charged an administrative fine of \$50.

(E) (1) The administrative penalties set forth in this Section shall be paid within 30 days of:

- a) The receipt of a citation for a violation of this Chapter;
- b) The final decision under section 112.48; or
- c) The exhaustion of appellate review under section 112.49, whichever occurs last in time.

(2) Non-payment of any administrative penalty assessed within the specified 30 days shall result in a suspension of the retail tobacco license for the licensed premises at which the violation occurred. A new license shall not be issued until a renewal application is made and the license fee is paid. Payment of all administrative penalties shall be made to the County Auditor-Treasurer by either cash, check or money order. If payment is made by check or money order, the check or money order shall be made payable to "Redwood County Auditor-Treasurer".



**§ 112.52 PROSECUTION.**

Nothing in this Chapter shall prohibit the state from seeking prosecution as a misdemeanor or gross misdemeanor for any alleged violation of state statutes in addition to or instead of any administrative penalty under this Chapter.

**§ 112.53 CONTINUED VIOLATIONS.**

Each violation shall constitute a separate

offense, and every day in which a violation continues, shall constitute a separate offense.

**§ 112.54 SEVERABILITY.**

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

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

ADOPTED by the Redwood County Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

James Salfer, Redwood County Board Chair

Attest: \_\_\_\_\_

**COUNTY OF REDWOOD  
STATE OF MINNESOTA**

**ORDINANCE No. 2024-02**

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

**THE REDWOOD COUNTY COMMISSIONERS HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. PURPOSE, INTENT, AND STATUTORY AUTHORITY**

**1.1 Statement of Purpose and Intent.**

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

**1.2 Statutory Authority.**

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

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

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

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

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

**SECTION 2. DEFINITIONS**

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

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

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

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

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

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

2.5 Cannabis concentrate. “Cannabis concentrate” means:

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

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

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

2.8 Cannabis product. “Cannabis product” means any of the following:

- (1) cannabis concentrate;

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

(3) any other product that contains cannabis concentrate.

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

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

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

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

2.12 Hemp concentrate. “Hemp concentrate” means:

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

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

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

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

2.13 Hemp derived consumer products.

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

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

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

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

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

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

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

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

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

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

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

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

- (7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and
- (8) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

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

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

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

2.23 Medical cannabinoid product. “Medical cannabinoid product” means a product that:

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

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

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

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

2.26 Office. “Office” means the Office of Cannabis Management.

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

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

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

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

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

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

- (1) Alzheimer's disease;

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

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

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

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



medical cannabis retailers and administer medical cannabis flower and medical cannabinoid products.

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

### **SECTION 3. JURISDICTION**

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

### **SECTION 4. PROHIBITED ACTS**

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

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

### **SECTION 5. PENALTY**

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

### **SECTION 6. SEVERABILITY**

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

### **SECTION 6. EFFECTIVE DATE**

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

ADOPTED by the Redwood County Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

James Salfer, Redwood County Board Chair

Attest: \_\_\_\_\_

**ORDINANCE NO. 2024-03**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE COUNTY OF REDWOOD, MINNESOTA.**

WHEREAS, Minnesota Statutes §§ 375.51 and 375.52 authorize the county to amend its code of ordinances, now therefore:

**The Board of Commissioners of Redwood County, Minnesota, ordains:**

Section 1. Amendments to the Code of Ordinances of the County of Redwood, as stated in Exhibits A, B, and C, attached hereto, are hereby adopted.

Section 2. The amendments to the Code of Ordinances in Section 1 shall affect the following titles: Business Regulations, General Offenses, Administration, and Land Usage.

Section 3. This ordinance amending the Code of Ordinances shall be a sufficient publication of any ordinance included in it and not previously published in the county's official newspaper. The county administrator shall cause a substantial quantity of insert updates to the Code of Ordinances to be printed for general distribution to the public at actual cost, and shall furnish a copy to the County Law Library or its designated depository. The official copy of this Code of Ordinances shall be marked and be kept in the office of the county auditor-treasurer. A lengthy ordinance or an ordinance which includes charts or maps need not be published in its entirety if the title and a summary of the ordinance conforming to section 331A.01, subdivision 10, are included in the publication of the proceedings of the meeting at which it is enacted, with notice that a printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the county auditor. In that case and if a statute, administrative rule or a code is adopted by reference, all requirements of statute for the publication of ordinances shall be satisfied if the summary of the ordinance or the ordinance incorporating the statute, rule or code is published in the required manner and if, prior to publication, at least one copy of the entire ordinance or of the statute, rule, or code is marked as the official copy and filed for use and examination by the public in the office of the county auditor. Provisions of the entire ordinance or of the statute, rule, or code incorporated in the ordinance by reference shall be as much a part of the ordinance as if they had been set out in full in it.

Section 4. The Code of Ordinances, as amended, is declared to be prima facie evidence of the law of the county and shall be received in evidence as provided by Minnesota Statutes by the courts of the State of Minnesota.

Section 5. This ordinance amending the Code of Ordinances shall take effect upon publication of this ordinance in the county's official newspaper.

ADOPTED by the Redwood County Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Salfer, Redwood County Board Chair

Attest: \_\_\_\_\_



**REQUEST FOR BOARD ACTION**

|   |   |
|---|---|
| <b>Requested Board Date:</b> 3/5/2024   | <b>Originating Dept.:</b> EDA                   |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |   |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Vicki Kletscher               |
| Public hearing for CDBG - CV<br>Broadband Project Overview                    | <b>estimated time<br/>needed:</b> 10 minutes    |
| <b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required | <input type="checkbox"/> No, informational only |

**If Action, Board Motion Requested:**

Public hearing for the CDBG - CV Broadband Project Overview.

**Background Information:**

As a requirement of the Community Development Block Grant Coronavirus (CDBG-CV) Broadband program, a final public hearing is to be held to provide an overview of the project and seek public comment.

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 \*\***

## PROOF OF PUBLICATION

Notice ID: W2B3z25pePUH33VdHw  
Block Grant (CDBG) CV Broadband Project

AFFIDAVIT OF PUBLICATION #1952820

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.

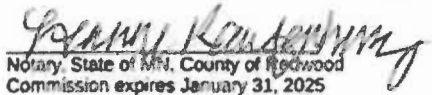
**Mortgage Foreclosure Notices.** Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspapers' known office of issue is located in Brown, Chippewa, Lyon, Polk, Redwood, Watonwan & Yellow Medicine counties. The newspapers comply with the conditions 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:

02/15/2024

Sworn to and subscribed before on 02/15/2024.

  
Authorized Agent

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

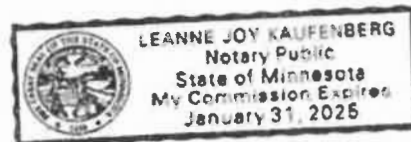
Publication Cost: \$76.73

Order No. 1952820

PO #:

**THIS IS NOT AN INVOICE!**

Please do not use this form for payment remittance.



**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.

Published in Redwood Falls Gazette February 15, 2024.

1952820

**CDBG-CV Broadband Development Public Hearing Agenda**  
**Redwood County Government Center - Board Room**  
**403 South Mill Street, Redwood Falls MN 56283**  
**March 5, 2024 at 9:15 am**

- I. Welcome - *Vicki*
  - a. Redwood County EDA's priority to address broadband access in County
    - i. Redwood County underwent strategic planning in 2023. Through a series of activities, ensuring broadband access across Redwood County was identified as a priority. As a result, the EDA aligned a variety of broadband projects to achieve the vision that all residents and businesses will have access to high-speed internet by a committed community partner.
  - b. CDBG-CV program overview
    - i. In 2021 an application was submitted to the Department of Employment and Economic Development for the Small Cities Community Development Block Grant – Coronavirus – also known as CDBG. The County was awarded \$1.7M for the construction of a fiber to the premises network within the city of Sanborn and Charlestown Township. Through a competitive bidding process, Nuvera was the internet provider awarded the project. Further, the SW Minnesota Housing Partnership through a competitive bidding process was selected to serve as the grant administrator to ensure program compliance.
  - c. Introductions
    - i. *Monty* Morrow, Nuvera Regulatory and Legislative Affairs – provide a short summary of your role with Nuvera and this project.
    - ii. *Larry* Shepard, Nuvera Construction Manager – provide a short summary of your role with Nuvera and this project.
  - d. Present the Affidavit of Publication
- II. Project Overview – *Monty/Larry* (feel free to read the closeout report provided to the EDA)
  - a. Summary of CDBG activities
    - i. Completed activities and timeline
    - ii. Future activities and timeline
  - b. Benefiting locations: List city of Sanborn and Charleston Township. To ensure program compliance, awarded funds for the fiber installation will be to households, not businesses or government owned buildings. As a requirement of the project, installation of the fiber was completed to serve businesses and government owned properties.
  - c. Project cost and sources
    - i. Projected future costs and sources
- III. Acknowledgements – *Vicki*
  - a. At the request of former Economic Developer, Briana Mumme she has asked that these comments be read in a public setting:

*It was an absolute privilege to work with Monty, Larry and the Nuvera team for the past 3 years to carry out this project. It is without question, this was one of the most challenging projects, but Nuvera earned my respect as a leading internet provider in our region – advocating for the broadband needs not only locally, but at the state and national level. They conducted themselves with the utmost professionalism and delivering quality service that will serve Redwood County for generations to come. Further acknowledgment of the significant financial investment Nuvera has contributed to our county needs to be lifted up. Between this project, the City of Redwood Falls and a potential future project in the south east corner of the county – the investment is incredible. Without their partnership and willingness to engage in multiple meaningful projects, our county would not be where we are today. For that I am grateful and proud to have been part of it. Congratulations and thank you, Monty and team!*
- IV. Commissioners and/or Public Q and A –*Vicki, Monty or Larry*

\*\*\*\* Reminder, Monty –to pick up the check from the Auditor/Treasurer's office before or after the public hearing. \*\*\*\*



# REDWOOD COUNTY CDBG

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2024 Closeout Report





Nuvera Communications appreciated the opportunity to work on this project with Redwood County. Nuvera, a local and capable Internet Service Provider was well suited to execute this project quickly and efficiently.

The network Nuvera built in 2023 covers the City of Sanborn, MN and surrounding areas in Charleston Township as outlined in the approved proposal. The covered area includes a total of 300 passings, consisting of residential, businesses, and farm acreages. 176 customers have been connected to the new network. Customers continue to be connected. Delays in completing the environmental survey pushed back the start date for the project to September 2023.

Mainline and drop construction is complete. Fiber splicing is well underway and anticipated to be complete by 2/23/24. Final cleanup, Rights-of-Way and yard restoration will be performed this Spring as soon as weather allows.

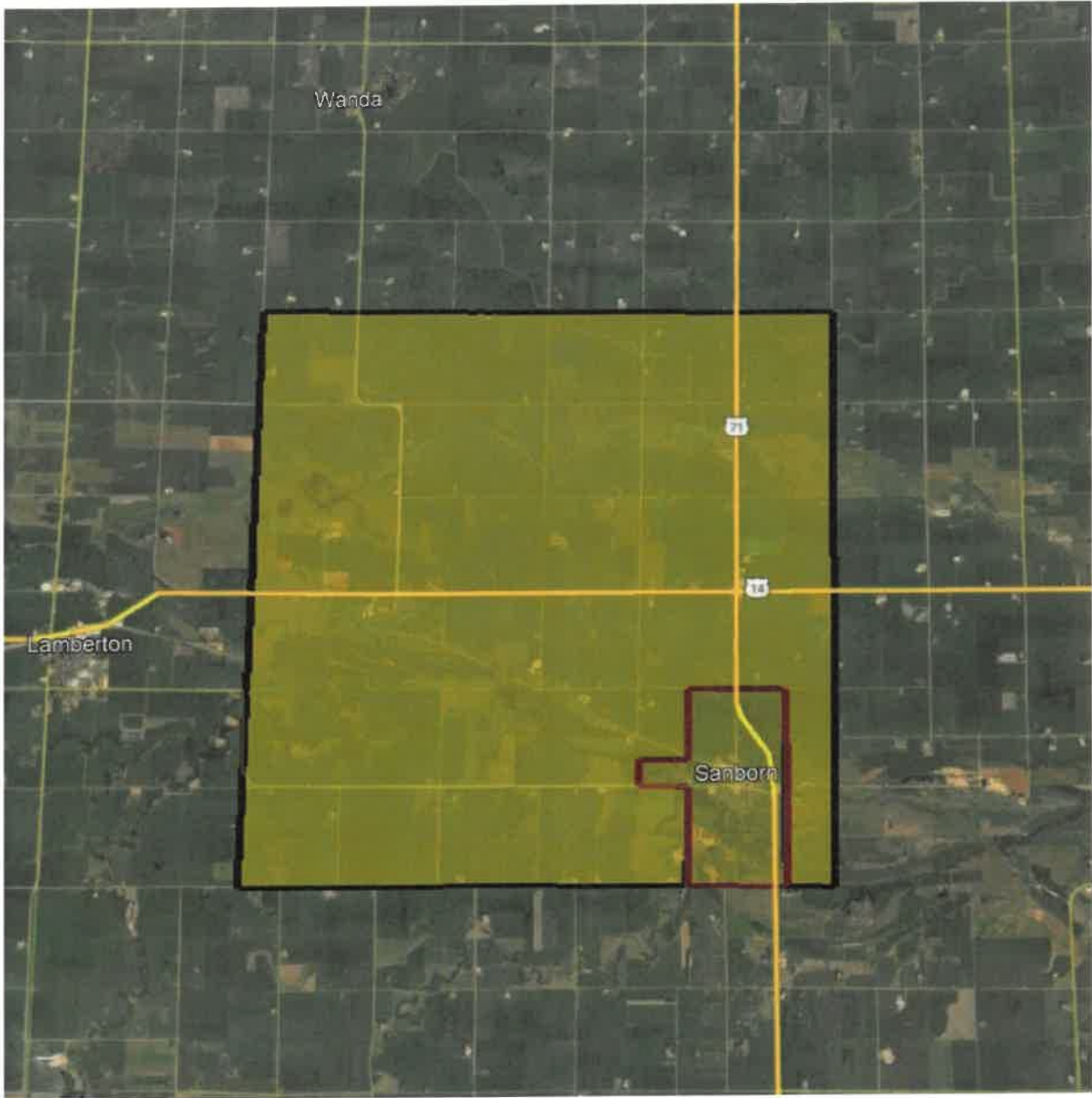
Scheduling new fiber customer installations and existing copper customer conversions to fiber will begin in March.

The network cabling for this project was entirely buried and is mostly directionally bored in town due to the number of hard surfaces and landscaping. Nuvera also coordinated with the city to place conduit for any road projects such as main streets to avoid cutting new surfaces. Rural areas were primarily plowed to decrease costs with directional bores used for road and water crossings. Buried networks are more reliable than aerial networks and do not rely on pole attachments and keeping existing clearances in place. Nuvera built the network based on XGS-PON standards, as proposed. This means that customers are capable of scaling up to 10Gbps symmetrical connections in the future. Currently available speeds in this project area include 1Gbps, 500Mbps and 100Mbps.

Nuvera used 1:32 splitters in the design and electronics are located at Nuvera's Sanborn communications building. Nuvera owns and maintains a ROADM (Reconfigurable Optical Add/Drop Multiplexer) network connecting Sanborn to New Ulm, where they have 80G of bandwidth available to Midwest Internet Cooperative Exchange in Minneapolis, MN and 40G to Hurricane Electric and Telia/Arelion in Rochester, Minnesota. Nuvera currently provides service in Sanborn and Charleston township as the ILEC.

Nuvera is the local communications company that has been in operation in the area since 1905. This project is now benefiting the community of Sanborn and Charleston Township thanks to local area customer service and technicians that are available to assist customers and maintain the network. This also kept grant dollars and revenues circulating in the local economy.

Thank you for the opportunity to work on this important project that will benefit the community and region for years to come.





Month ##, 2024

FULLNAME  
BUSINESS  
ADDRESSLINE1  
ADDRESSLINE2  
CITYSTATEZIP



Greetings!

Now's the time to upgrade your internet experience! Across the country, households like yours are making the switch to fiber internet. Join this growing trend and enjoy the following benefits:

### Speeds up to a Gig

Fiber is faster. More families are working and learning from home, plus using more smart devices. Speeds up to a Gig deliver fast internet the whole family can enjoy at the same time.

### A More Dependable Connection

No more spotty connections. Fiber provides a secure connection you can count on with 99% reliability – more than other networks using traditional cable or towers.

### Upload Speeds as Fast as Download Speeds

Internet is measured using two numbers – upload and download. Typically cable providers have slower upload speeds, but with fiber, the speeds are symmetrical. This gives you a better experience with video calls, uploading files, streaming and more.

### A Dedicated Connection (Not Shared)

Fiber provides you a dedicated connection that won't slow down due to network congestion like 5G providers.<sup>1</sup>

Plus with Nuvera, you'll receive **free professional installation**<sup>2</sup> and a **30-day money-back guarantee**<sup>3</sup>!

Are you ready to upgrade to Nuvera's fiber internet? Call us today at **844.630.9725** or visit **getnuvera.com/fiber**.

We look forward to serving you.


The Nuvera Team

*See other side for speeds and pricing!*




Service availability based on location. Some restrictions may apply. Prices and terms subject to change. Internet speeds are up to the speed tiers listed and are not guaranteed. Pricing listed is residential. Contact Nuvera for business speeds and pricing. If applicable, households without a fiber drop buried to their home/business may be required to pay a \$250 construction fee or commit to a 2-year service agreement. <sup>1</sup>Wireless companies connect your home to the same network that their phone services run on. Since it's a shared connection, you can encounter buffering and slowdowns if the network use is high. <sup>2</sup>Value of \$210. \$9.95 equipment fees apply. <sup>3</sup>If you are not completely satisfied with your Nuvera internet experience within the first 30 days after installation, Nuvera will give you your money back for internet services that were billed during this time.

# Experience the Power of a Fiber Connection



**NuFiber**  
**100 Mbps**  
**54.<sup>99</sup>/MTH**

Plus taxes and equipment fees.



**NuFiber**  
**500 Mbps**  
**79.<sup>99</sup>/MTH**

Plus taxes and equipment fees.  
Home Wi-Fi Premium included.



**NuFiber**  
**1 GIG**  
**99.<sup>99</sup>/MTH**

Plus taxes and equipment fees.  
Home Wi-Fi Premium included.

## Why Choose Nuvera?

- Enjoy internet with no data caps or overage fees.
- Count on simple, straightforward pricing with no surprise increases.
- Your service will be up and running before we leave your home with our professional installation.
- A local office and team mean we're here if you need us.

## Switching to Nuvera is Simple!

- ✓ Free professional installation<sup>1</sup>
- ✓ 30 money-back guarantee<sup>2</sup>

**Get Started! Call 844.630.9725 or visit [getnuvera.com/fiber](http://getnuvera.com/fiber) today.**

Service availability based on location. Some restrictions may apply. Prices and terms subject to change. Internet speeds are up to the speed tiers listed and are not guaranteed. Pricing listed is residential. Contact Nuvera for business speeds and pricing. If applicable, households without a fiber drop buried to their home/business may be required to pay a \$250 construction fee or commit to a 2-year service agreement. <sup>1</sup>Value of \$210. <sup>2</sup>\$9.95. <sup>3</sup>If you are not completely satisfied with your Nuvera internet experience within the first 30 days after installation, Nuvera will give you your money back for internet services that were billed during this time.



**Nuvera** 

*Manage every aspect of your connected experience with Home Wi-Fi and the Nuvera IQ app!*

*Scan the QR code with your smart phone to learn more.*



Sanborn CDBG Project

|                              |                               |
|------------------------------|-------------------------------|
| Description                  |                               |
| Engineering                  | \$ 161,265.58                 |
| Main Line Construction       | \$ 1,929,786.78               |
| Other Costs                  | \$ 25,687.22                  |
| Project Costs                | <u>\$ 2,116,739.58</u>        |
| Projected Costs not incurred | \$ 187,939.94                 |
| <b>Total Project Costs</b>   | <u><u>\$ 2,304,679.52</u></u> |
| <br>                         |                               |
| <b>CDBG Grant</b>            | \$ 1,559,643.00               |
| <br>                         |                               |
| <b>Total Nuvera Costs</b>    | \$ 745,036.52                 |

|                                       |                        |
|---------------------------------------|------------------------|
| Description                           |                        |
| Engineering                           | \$ 161,265.58          |
| Main Line Construction                | \$ 1,929,786.78        |
| Other Costs                           | \$ 25,687.22           |
| <b>Project Costs</b>                  | <b>\$ 2,116,739.58</b> |
| Projected Costs not incurred - Oddson | \$ 172,939.94          |
| Projected Costs not incurred - Finley | \$ 15,000.00           |
| CDBG Grant                            | \$ 1,559,643.00        |
| <b>Total Nuvera Costs</b>             | <b>\$ 745,036.52</b>   |

| Engineering Vendor | Amount               | Date Paid  | Invoice     | Description                 |
|--------------------|----------------------|------------|-------------|-----------------------------|
| Finley             | \$ 1,847.70          | 1/31/2023  | 07-18380-02 | Engineering Costs           |
| Finley             | \$ 16,928.46         | 2/28/2023  | 07-18380-03 | Engineering Costs           |
| Finley             | \$ 3,441.70          | 4/4/2023   | 07-18380-04 | Engineering Costs           |
| Finley             | \$ 5,393.60          | 5/2/2023   | 07-18380-05 | Engineering Costs           |
| Finley             | \$ 17,661.31         | 6/6/2023   | 07-18380-06 | Engineering Costs           |
| Finley             | \$ 11,682.19         | 7/3/2023   | 07-18380-07 | Engineering Costs           |
| Finley             | \$ 11,484.63         | 8/1/2023   | 07-18380-08 | Engineering Costs           |
| Finley             | \$ 5,541.94          | 8/22/2023  | 07-18380-09 | Engineering Costs           |
| Finley             | \$ 8,383.43          | 10/2/2023  | 07-18380-10 | Engineering Costs           |
| Finley             | \$ 9,448.50          | 10/31/2023 | 07-18380-11 | Engineering Costs           |
| Finley             | \$ 38,597.41         | 1/2/2024   | 07-18380-12 | Engineering Costs           |
| Finley             | \$ 28,681.71         | 1/16/2024  | 07-18380-13 | Engineering Costs           |
| EMC                | \$ 2,173.00          | 7/18/2023  | 7001277621  | General Liability Insurance |
| <b>TOTAL</b>       | <b>\$ 161,265.58</b> |            |             |                             |

| Broadband Infrastructure Vendor | Amount                  | Invoice Date | Invoice  | Description                         |
|---------------------------------|-------------------------|--------------|----------|-------------------------------------|
| Oddson                          | \$ 1,025,802.67         | 12/8/2023    | 2023-264 | Rural Mainline Fiber/Conduit        |
| Oddson                          | \$ 609,840.64           | 12/8/2023    | 2023-263 | Urban Mainline Fiber/Conduit        |
|                                 | 12/12/2023 \$ 10,075.83 |              |          | 24 Fiber S/M Direct Buried/Armor    |
|                                 | 12/12/2023 \$ 3,167.29  |              |          | 24 Fiber S/M Direct Buried/Armor    |
|                                 | 12/12/2023 \$ 9,783.66  |              |          | 24 Fiber S/M Direct Buried/Armor    |
|                                 | 12/12/2023 \$ 6,124.20  |              |          | 4 Fiber S/M Single Jacket Direct Bu |
|                                 | 12/12/2023 \$ 2,236.86  |              |          | 4 Fiber S/M Single Jacket Direct Bu |
|                                 | 12/12/2023 \$ 1,794.52  |              |          | 1.25" Innerduct Orange SRD 13.5 E   |
|                                 | 12/12/2023 \$ 2,324.52  |              |          | 1.25" Innerduct Orange SRD 13.5 E   |
|                                 | 12/12/2023 \$ 3,216.00  |              |          | 1.25" Innerduct Orange SRD 13.5 E   |
|                                 | 12/12/2023 \$ 3,089.93  |              |          | 1.25" Innerduct Orange SRD 13.5 E   |
|                                 | 12/12/2023 \$ 6,313.07  |              |          | 48 Fiber S/M Direct Buried          |
|                                 | 12/12/2023 \$ 6,922.68  |              |          | 48 Fiber S/M Direct Buried          |
|                                 | 12/12/2023 \$ 7,547.59  |              |          | 96 Fiber SM Loose Tube Single Am    |
|                                 | 12/12/2023 \$ 3,216.00  |              |          | 1.25" Innerduct Orange SRD 13.5 E   |
|                                 | 12/12/2023 \$ 229.51    |              |          | 42 IN Ped Mounting Stake            |
|                                 | 12/12/2023 \$ 1,741.25  |              |          | Fiber Warning Signs 10X14 Alum 8    |
|                                 | 12/12/2023 \$ 11,486.53 |              |          | PED/BD-5 10.5X10.5X43"              |
|                                 | 12/12/2023 \$ 5,887.74  |              |          | Landscape Timber F/PEDS 5X6X10'     |
|                                 | 12/12/2023 \$ 1,887.99  |              |          | Landscape Timber F/PEDS 5X6X8' \    |
|                                 | 12/13/2023 \$ 182.14    |              |          | 3" Center Mount Red Reflector       |
|                                 | 12/13/2023 \$ 8,316.43  |              |          | ONT/RNOENC Outdoor Enclosure        |
|                                 | 12/13/2023 \$ 3,974.40  |              |          | Ground Rod 1/2 X 6 Copper           |
|                                 | 12/13/2023 \$ 1,085.48  |              |          | Ground Rod CP58 Clampsil Duty       |
|                                 | 12/13/2023 \$ 568.95    |              |          | 1.25" Comfit Push Lock Couplings    |
|                                 | 12/13/2023 \$ 244.90    |              |          | Kit Pole Mount                      |
|                                 | 12/13/2023 \$ 541.29    |              |          | 3M Maker Balls                      |
|                                 | 12/13/2023 \$ 6,785.25  |              |          | Warning Tape                        |
|                                 | 12/13/2023 \$ 408.83    |              |          | 10X2 Hex Washer Head Self Drill     |
|                                 | 12/13/2023 \$ 6,958.10  |              |          | APC 3048-36-T15 2 PC Lid Handhol    |
|                                 | 12/13/2023 \$ 2,717.38  |              |          | 30X48X36 Vault W/Spilt Lid          |

|            |    |           |                                     |
|------------|----|-----------|-------------------------------------|
| 12/13/2023 | \$ | 402.12    | PED/ BD-7                           |
| 12/13/2023 | \$ | 10,397.71 | 24 Fiber S/M Direct Buried/Armor    |
| 12/13/2023 | \$ | 9,978.28  | 24 Fiber S/M Direct Buried/Armor    |
| 12/13/2023 | \$ | 10,014.42 | 24 Fiber S/M Direct Buried/Armor    |
| 12/13/2023 | \$ | 7,848.55  | 4 Fiber S/M Single Jacket Direct Bu |
| 12/13/2023 | \$ | 7,479.46  | 24 Fiber S/M Direct Buried/Armor    |
| 12/13/2023 | \$ | 7,830.69  | 24 Fiber S/M Direct Buried/Armor    |
| 12/13/2023 | \$ | 7,685.97  | 24 Fiber S/M Direct Buried/Armor    |
| 12/13/2023 | \$ | 3,216.00  | 1.25" Innerduct Orange SRD 13.5 E   |
| 12/13/2023 | \$ | 3,216.00  | 1.25" Innerduct Orange SRD 13.5 E   |
| 12/13/2023 | \$ | 3,216.00  | 1.25" Innerduct Orange SRD 13.5 E   |
| 12/13/2023 | \$ | 3,216.00  | 1.25" Innerduct Orange SRD 13.5 E   |
| 12/13/2023 | \$ | 2,489.18  | 1.25" Innerduct Orange SRD 13.5 E   |
| 10/31/2023 | \$ | 284.91    | 1.25" Comfit Push Lock Couplings    |
| 10/31/2023 | \$ | 1,559.33  | ONT/RNOENC Outdoor Enclosure        |
| 10/31/2023 | \$ | 8,671.20  | PED/BD-5 10.5X10.5X43"              |
| 10/31/2023 | \$ | 637.55    | 42 IN Ped Mounting Stake            |
| 10/31/2023 | \$ | 1,987.20  | Ground Rod 1/2 X 6 Copper           |
| 10/31/2023 | \$ | 115.20    | Fiber Protection Sleeves 60MM Sle   |
| 10/31/2023 | \$ | 2,788.68  | Warning Tape                        |
| 10/31/2023 | \$ | 1,935.18  | Landscape Timber F/PEDS 5X6X8' \    |
| 10/31/2023 | \$ | 1,085.48  | Ground Rod CP58 Clampsil Duty       |
| 10/31/2023 | \$ | 685.72    | Kit Pole Mount                      |
| 10/31/2023 | \$ | 427.85    | Fiber Warning Signs 10X14 Alum 8    |
| 10/31/2023 | \$ | 1,631.54  | Landscape Timber F/PEDS 5X6X10'     |
| 10/31/2023 | \$ | 670.70    | 12GA Stranded Ground Wire           |
| 10/31/2023 | \$ | 75.64     | 3" Center Mount Red Reflector       |
| 10/31/2023 | \$ | 1,034.28  | 2" Innerduct SDR 13.5 Orange HDF    |
| 10/31/2023 | \$ | 2,990.00  | Catalyst 4500-X 32 Port 10G Base    |
| 10/31/2023 | \$ | 512.60    | CISCO Catalyst 4948, ENHAN L3, 4E   |
| 10/31/2023 | \$ | 1,234.43  | CISCO Catalyst 4948, 300W DC Pov    |
| 10/31/2023 | \$ | 3,580.00  | Catalyst 4500X 750W DC F-B          |
| 11/9/2023  | \$ | 6,805.64  | Fiber Hub 24 FE                     |
| 11/9/2023  | \$ | 1,376.30  | E7-2 Field Install Kit              |
| 11/17/2023 | \$ | 6,805.64  | Fiber Hub 24 FE                     |
| 9/29/2023  | \$ | 24,981.90 | E7-2 CE201 -100GE-2                 |
| 10/24/2023 | \$ | 26,447.80 | E7-2 XG801 XGS-PON                  |

**TOTAL** \$ **1,929,786.78**

|           |    |        |
|-----------|----|--------|
| Nuvera PY | \$ | 7.86   |
| Nuvera PY | \$ | 135.42 |
| Nuvera PY | \$ | 24.34  |
| Nuvera PY | \$ | 21.92  |
| Nuvera PY | \$ | 7.86   |
| Nuvera PY | \$ | 0.36   |
| Nuvera PY | \$ | 113.63 |
| Nuvera PY | \$ | 135.42 |
| Nuvera PY | \$ | 25.99  |
| Nuvera PY | \$ | 24.03  |
| Nuvera PY | \$ | 10.72  |
| Nuvera PY | \$ | 184.67 |
| Nuvera PY | \$ | 33.20  |
| Nuvera PY | \$ | 58.62  |
| Nuvera PY | \$ | 13.10  |
| Nuvera PY | \$ | 225.70 |
| Nuvera PY | \$ | 40.29  |
| Nuvera PY | \$ | 14.29  |
| Nuvera PY | \$ | 246.22 |
| Nuvera PY | \$ | 44.26  |
| Nuvera PY | \$ | 74.23  |
| Nuvera PY | \$ | 1.62   |
| Nuvera PY | \$ | 615.55 |
| Nuvera PY | \$ | 144.66 |
| Nuvera PY | \$ | 2.82   |
| Nuvera PY | \$ | 38.10  |
| Nuvera PY | \$ | 7.40   |
| Nuvera PY | \$ | 79.36  |
| Nuvera PY | \$ | 0.59   |
| Nuvera PY | \$ | 225.70 |
| Nuvera PY | \$ | 52.41  |
| Nuvera PY | \$ | 0.28   |

|                    |    |           |        |
|--------------------|----|-----------|--------|
| Nuvera PY          | \$ | 8.90      |        |
| Nuvera PY          | \$ | 108.36    |        |
| Nuvera PY          | \$ | 114.30    |        |
| Nuvera PY          | \$ | 22.26     |        |
| Nuvera PY          | \$ | 36.69     |        |
| Nuvera PY          | \$ | 65.79     |        |
| Nuvera PY          | \$ | 12.87     |        |
| Nuvera PY          | \$ | 243.69    |        |
| Nuvera PY          | \$ | 1,038.50  |        |
| Nuvera PY          | \$ | 2.99      |        |
| Nuvera PY          | \$ | 57.46     |        |
| Nuvera PY          | \$ | 306.38    |        |
| Nuvera PY          | \$ | 0.26      |        |
| Nuvera PY          | \$ | 108.36    |        |
| Nuvera PY          | \$ | 35.46     |        |
| Nuvera PY          | \$ | 4.03      |        |
| Nuvera PY          | \$ | 1,410.50  |        |
| Nuvera PY          | \$ | 427.28    |        |
| Nuvera PY          | \$ | 542.50    |        |
| Nuvera PY          | \$ | 2,425.75  |        |
| Nuvera PY          | \$ | 6.26      |        |
| Nuvera PY          | \$ | 694.50    |        |
| Nuvera PY          | \$ | 76.20     |        |
| Nuvera PY          | \$ | 6.25      |        |
| Nuvera PY          | \$ | 14.85     |        |
| Nuvera PY          | \$ | 1,999.50  |        |
| Nuvera PY          | \$ | 6.04      |        |
| Nuvera PY          | \$ | 628.95    |        |
| Nuvera PY          | \$ | 586.19    |        |
| Nuvera PY          | \$ | 437.60    |        |
| Finley 07-18348-04 | \$ | 200.10    | Dec-22 |
| Finley 07-18380-01 | \$ | 1,436.60  | Dec-22 |
| Dec Inventory      | \$ | 203.71    |        |
| Nuvera PY          | \$ | 0.91      |        |
| Nuvera PY          | \$ | 80.51     |        |
| Nuvera PY          | \$ | 273.76    |        |
| Nuvera PY          | \$ | 4.04      |        |
| Nuvera PY          | \$ | 397.18    |        |
| Nuvera PY          | \$ | 1,317.50  |        |
| Nuvera PY          | \$ | 0.65      |        |
| Nuvera PY          | \$ | 58.03     |        |
| Nuvera PY          | \$ | 246.22    |        |
| Nuvera PY          | \$ | 0.87      |        |
| Nuvera PY          | \$ | 82.92     |        |
| Nuvera PY          | \$ | 273.76    |        |
| Nuvera PY          | \$ | 3.19      |        |
| Nuvera PY          | \$ | 320.62    |        |
| Nuvera PY          | \$ | 930.00    |        |
| Nuvera PY          | \$ | 483.36    |        |
| Nuvera Mktg Labor  | \$ | 5,514.00  |        |
|                    | \$ | 25,867.22 |        |





## Redwood County Broadband Project

Finley Engineering and Bolton and Menk have worked with Nuvera to get this project completed.

### **Bolton and Menk (worked on Environmental work)**

*We received SHPO's response and clearance for the Redwood County broadband project to move forward. This should close out the environmental review portion of the project.*

Angie Smith

Senior Environmental Planner

Bolton & Menk, Inc.

Office: 763-433-2851 x3693

Mobile: 612-400-5540

### **Finley Engineering (worked design of project and supervision over installation)**

*Finley Engineering has worked with Nuvera on design and monitoring the progress with this project. We have not seen any issues with this project.*

Rachel Kruse

Project Manager

Finley Engineering

Mobile: 507-626-5619

August 8, 2023

Angie Smith  
Senior Environmental Planner  
Bolton & Menk, Inc.  
7533 Sunwood Drive NW  
Ramsey, MN 55303

RE: Bolton & Menk Project No: OT6.127805  
Redwood County Broadband Development Project  
City of Sanborn and Charlestown Township, Redwood County  
SHPO Number: 2023-1587

Dear Angie Smith:

Thank you for continuing consultation on the above referenced project. Information received on July 7, 2023, has been reviewed pursuant to the responsibilities given the State Historic Preservation Officer by Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108) and its implementing federal regulations, "Protection of Historic Properties" (36 CFR Part 800) and pursuant to the responsibilities given the State Historic Preservation Office by the Minnesota Historic Sites Act (Minn. Stat. 138.665-666) and the Minnesota Field Archaeology Act (Minn. Stat. 138.40).

**Define Undertaking and Area of Potential Effects**

According to your correspondence, Redwood County is proposing to install new fiber optic cable within the roadway and utility rights-of-way in the City of Sanborn and Charlestown Township. Proposed construction methods include vibratory plowing, which is open trenching to the width of the cable installation before backfilling, and directional boring under infrastructure, streams, or other potentially sensitive features. These activities are proposed to be located within the lowest part of the existing ditched rights-of-way. Typical excavation depths in plowed areas will be between 3 – 4 feet below ground surface. The proposed area of potential effects (APE) for the project includes all areas of direct ground disturbance including the existing roadways and a 100-meter buffer area, which is approximately 3203.5 acres. We agree that this APE determination is appropriate for the proposed undertaking.

We initially provided comments on this project in a letter dated June 5, 2023, agreeing with the consulting archaeologist that a Phase Ia literature review and archaeological assessment should be completed for this project. We have reviewed the submitted report *Phase IA Cultural Resources Literature Review for the Redwood County Broadband Development Project, Redwood County, Minnesota* (July 2023) as prepared by Bolton & Menk. Our comments are provided below.

**History/Architecture Properties**

Due to the nature of the proposed project, we agree that there are no history/architecture properties listed in or eligible for listing in the National Register of Historic Places that will be affected by this project provided that any ground disturbance will be restored to pre-construction conditions.

### **Identification of Historic Properties**

#### **Archaeological Resources**

Based on our review of the excellent and comprehensive Phase Ia report, it is our opinion that there is a low likelihood for intact archaeological resources being present within the proposed project area.

#### **Finding of Effect**

Based on information that is available to us at this time, we have determined that **no historic properties will be affected** by the project as it is currently proposed.

#### **Tribal Consultation**

It is our understanding that the agency is concurrently consulting with Native American tribes who may have a current or ancestral interest in this area of the state. The agency will need to reopen Section 106 consultation with SHPO if any tribe expresses concerns or disagreement with agency efforts to identify historic properties and/or the assessment of adverse effects.

Implementation of the undertaking in accordance with this finding, as documented, fulfills the agency's responsibilities to consult with our office under Section 106. If the project is not implemented as proposed, including, but not limited to, a situation where design changes to the currently proposed project diverts substantially from what was presented at the time of this review, or design changes involving undisturbed new rights-of-way or easements are made for the project following completion of this review, then the agency will need to reopen Section 106 consultation with our office pursuant to 36 CFR 800.5(d)(1).

If you have any questions regarding our review of this project, please contact Kelly Gragg-Johnson, Environmental Review Program Specialist, at 651-201-3285 or [kelly.graggjohnson@state.mn.us](mailto:kelly.graggjohnson@state.mn.us).

Sincerely,



Sarah J. Beimers  
Environmental Review Program Manager



**REQUEST FOR BOARD ACTION**

|   |   |
|---|---|
| <b>Requested Board Date:</b> March 5, 2024  | <b>Originating Dept.:</b> Environmental |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |   |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Nick B.               |
| 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:**

Approve redetermination, adopt findings of fact.

**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 offered to hold informational meetings 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 \*\***

## Agenda

**CD 25 Drainage Authority  
In the Matter of the Redetermination of Benefits  
March 5, 2024, 9:30 a.m.  
Redwood County Government Center  
Redwood Falls, Minnesota**

1. Adopt Agenda
2. Purpose of Public Hearing – Commissioner Wakefield
  - 2 main reasons for redetermination
    - To bring in lands that are benefiting from the system, but which are not currently paying benefits. When systems were initially viewed, only wet acres were assessed benefits. However, with advances in tiling, all acres now have the potential to benefit from the system and should be brought in to pay their fair share.
    - To bring the value of the ditch system up to current dollar values to have the ability to make repairs or allow landowners to petition for an improvement.
3. Jurisdictional and Notice Documents – Nick Brozek
4. Presentation of Viewers’ Report – Bill Moldestad
5. Landowners and Interested Parties
  - Has there been any written testimony for the record?
  - Landowners wishing to speak should state their name for public record
6. Close public Comment
7. Possible Action by Drainage Authority
  - Approve Viewers’ Report as Presented
  - Continue Hearing for Further Information or Amendments
  - Reject viewers report
8. Set repayment terms (suggested)
  - Paid in full within 60 days or it will be put on the property taxes for up to 3 years at 4% interest, if the amount owed is less than \$100, the entire amount will be put on taxes in the first year.
9. Approve findings and order as presented, with any additions or changes.

OR

Order Environmental Director Brozek to draft a findings and order consistent with the Boards decision.

10. Adjourn

**Redwood County Ditch # 25  
Viewers' Report  
2023 Redetermination of Benefits**

**Maintenance Cost: \$10,000.00  
Date: 1/7/2024**

| LAND BENEFITS                              |                               |   |   |                            |                          |  |   |                                  |                                  |                    | A<br>\$ 3,720.00<br>Per Acre |   | B<br>\$ 3,660.00<br>Per Acre |  | C<br>\$ 2,220.00<br>Per Acre |  | D<br>\$ 910.00<br>Per Acre |  | Non converted or Wetland | Feet of Title | Title Benefit \$2.25 per ft |  |  |  |  |  |  |  |  |  |  |  |
|--|-------------------------------|---|---|----------------------------|--------------------------|--|---|----------------------------------|----------------------------------|--------------------|------------------------------|---|------------------------------|--|------------------------------|--|----------------------------|--|--------------------------|---------------|-----------------------------|--|--|--|--|--|--|--|--|--|--|--|
| Parcel No.                                 | Name                          | Description   | Total Benefits  | Prox. Ratio                | Effic. Rate              | Net Benefits   | Maint. Cost                                   | Parcel Percent                   | Acres In Tract                   | Benefited Acres    | A Acres Benefited            | Benefit Value                                 | B Acres Benefited            | Benefit Value                                      | C Acres Benefited            | Benefit Value  | D Acres Benefited          | Benefit Value  |                          |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| <b>Sundown Township Section 4-110N-35W</b> |                               |   |   |                            |                          |  |   |                                  |                                  |                    |                              |   |                              |  |                              |  |                            |  |                          |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| 07-004-2020                                | Steven Machold                | 33617 327th St. Redwood Falls, MN 56283                     | \$ 2,430.00   | 70%                        | 30%                      | \$ 510.30  | \$ 4.62                                       | 0.05%                            | 36.40                            | 3                  | 0                            | \$ 0.00                                       | 0                            | \$ 0.00  | 0                            | \$ 0.00  | 3                          | \$ 2,430.00  |                          |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| 07-004-2060                                | Carl Groebner Etal            | 21383 Nature Ave. Clements, MN 56224                        | \$ 83,850.00<br>\$ 90,837.50                              | 85%<br>100%                | 30%<br>30%               | \$ 21,381.75<br>\$ 27,011.25                             | \$ 193.42<br>\$ 244.35                        | 1.93%<br>2.44%                   | 40.00<br>34.97                   | 37<br>34           | 2<br>4                       | \$ 7,440.00<br>\$ 14,880.00                   | 4<br>8                       | \$ 14,640.00<br>\$ 29,280.00                       | 26<br>18                     | \$ 57,720.00<br>\$ 39,960.00                           | 5<br>4                     | \$ 4,050.00<br>\$ 3,240.00                             |                          | 1190          | \$ 2,677.50                 |  |  |  |  |  |  |  |  |  |  |  |
| 07-004-3040                                |                               |   | \$ 20,400.00<br>\$ 13,875.00<br>\$ 65,126.25              | 85%<br>100%<br>100%        | 30%<br>30%<br>30%        | \$ 5,102.00<br>\$ 4,162.50<br>\$ 19,537.88               | \$ 47.06<br>\$ 37.69<br>\$ 176.74             | 0.47%<br>0.38%<br>1.77%          | 40.00<br>40.00<br>30.00          | 13<br>5<br>28      | 0<br>0<br>2                  | \$ 0.00<br>\$ 0.00<br>\$ 0.00                 | 0<br>2<br>4                  | \$ 0.00<br>\$ 7,320.00<br>\$ 14,640.00             | 7<br>2<br>20                 | \$ 15,340.00<br>\$ 4,440.00<br>\$ 44,400.00            | 6<br>1<br>4                | \$ 4,360.00<br>\$ 810.00<br>\$ 3,340.00                |                          | 580<br>1265   | \$ 1,305.00<br>\$ 2,846.25  |  |  |  |  |  |  |  |  |  |  |  |
| 07-004-3020                                | Carl Groebner                 | 21383 Nature Ave. Clements, MN 56224                        | \$ 2,430.00   | 85%                        | 30%                      | \$ 619.65  | \$ 5.61                                       | 0.06%                            | 5.03                             | 3                  | 0                            | \$ 0.00                                       | 0                            | \$ 0.00  | 0                            | \$ 0.00  | 3                          | \$ 2,430.00  | 1.03                     |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| 07-004-3060                                | Stephen Groebner Etal         | 20887 Nature Ave. Clements, MN 56224                        | \$ 11,703.75  | 100%                       | 30%                      | \$ 3,511.13  | \$ 31.76                                      | 0.32%                            | 10.00                            | 7                  | 0                            | \$ 0.00                                       | 0                            | \$ 0.00  | 4                            | \$ 8,880.00  | 3                          | \$ 2,430.00  |                          | 175           | \$ 393.75                   |  |  |  |  |  |  |  |  |  |  |  |
| <b>Sundown Township Section 5-110N-35W</b> |                               |   |   |                            |                          |  |   |                                  |                                  |                    |                              |   |                              |  |                              |  |                            |  |                          |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-1020                                | Loona Prokosch Etal           | 611 W. Middle St. Redwood Falls, MN 56283                   | \$ 22,691.25<br>\$ 20,400.00                              | 100%<br>85%                | 30%<br>30%               | \$ 15,807.38<br>\$ 5,102.00                              | \$ 143.00<br>\$ 47.06                         | 1.43%<br>0.47%                   | 38.93<br>38.58                   | 26<br>13           | 0<br>0                       | \$ 0.00<br>\$ 0.00                            | 2<br>0                       | \$ 7,320.00<br>\$ 0.00                             | 18<br>7                      | \$ 39,960.00<br>\$ 15,540.00                           | 6<br>6                     | \$ 4,860.00<br>\$ 4,860.00                             |                          | 245           | \$ 551.25                   |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-1040                                | Steven Machold                | 33617 327th St. Redwood Falls, MN 56283                     | \$ 59,190.00<br>\$ 117,071.25                             | 85%<br>100%                | 30%<br>30%               | \$ 15,093.45<br>\$ 35,121.38                             | \$ 136.54<br>\$ 317.72                        | 1.37%<br>3.18%                   | 40.00<br>40.00                   | 38<br>39           | 2<br>15                      | \$ 7,440.00<br>\$ 55,800.00                   | 1<br>4                       | \$ 3,660.00<br>\$ 14,640.00                        | 14<br>18                     | \$ 31,080.00<br>\$ 39,960.00                           | 21<br>2                    | \$ 17,010.00<br>\$ 1,620.00                            |                          | 2245          | \$ 5,051.25                 |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-2040                                |                               |   | \$ 74,118.75<br>\$ 59,058.75                              | 90%<br>95%                 | 30%<br>30%               | \$ 20,012.06<br>\$ 16,831.74                             | \$ 181.03<br>\$ 152.26                        | 1.81%<br>1.52%                   | 40.00<br>40.00                   | 39<br>29           | 0<br>1                       | \$ 0.00<br>\$ 3,720.00                        | 2<br>2                       | \$ 7,320.00<br>\$ 7,320.00                         | 26<br>19                     | \$ 57,720.00<br>\$ 42,180.00                           | 11<br>7                    | \$ 8,910.00<br>\$ 5,170.00                             |                          | 75<br>75      | \$ 1,687.50<br>\$ 1,687.50  |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-2020                                | Arlene Landkammer Etal        | c/o Kenneth Landkammer 20942 Midway Ave. Clements, MN 56224 | \$ 112,556.25<br>\$ 89,898.75                             | 100%<br>100%               | 30%<br>30%               | \$ 33,766.88<br>\$ 26,969.63                             | \$ 305.46<br>\$ 243.97                        | 3.05%<br>2.44%                   | 39.63<br>39.28                   | 37<br>35           | 13<br>3                      | \$ 48,360.00<br>\$ 11,160.00                  | 7<br>6                       | \$ 25,620.00<br>\$ 21,960.00                       | 15<br>21                     | \$ 33,300.00<br>\$ 46,620.00                           | 2<br>5                     | \$ 1,620.00<br>\$ 4,050.00                             |                          | 1625<br>2715  | \$ 3,656.25<br>\$ 6,108.75  |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-3020                                | Gregory Juennemann            | 35319 210th St. Clements, MN 56224                          | \$ 810.00   | 70%                        | 30%                      | \$ 170.10  | \$ 1.54                                       | 0.02%                            | 6.18                             | 1                  | 0                            | \$ 0.00                                       | 0                            | \$ 0.00  | 0                            | \$ 0.00  | 1                          | \$ 810.00  | 1                        |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-3030                                | John Sagan Exempt Child's Tr. | 401 N. Marshall St. Springfield, MN 56087                   | \$ 6,060.00<br>\$ 85,511.25<br>\$ 51,960.00<br>\$ 810.00  | 85%<br>100%<br>85%<br>70%  | 30%<br>30%<br>30%<br>30% | \$ 1,545.30<br>\$ 25,653.38<br>\$ 13,349.80<br>\$ 170.10 | \$ 13.98<br>\$ 232.07<br>\$ 118.86<br>\$ 1.54 | 0.14%<br>2.32%<br>1.20%<br>0.02% | 30.00<br>40.00<br>33.82<br>30.00 | 4<br>39<br>0<br>1  | 0<br>5<br>0<br>0             | \$ 0.00<br>\$ 0.00<br>\$ 0.00<br>\$ 0.00      | 0<br>5<br>3<br>0             | \$ 0.00<br>\$ 18,300.00<br>\$ 10,980.00<br>\$ 0.00 | 2<br>28<br>17<br>0           | \$ 4,440.00<br>\$ 62,160.00<br>\$ 37,740.00<br>\$ 0.00 | 2<br>6<br>4<br>1           | \$ 1,620.00<br>\$ 4,860.00<br>\$ 3,340.00<br>\$ 810.00 |                          | 85            | \$ 191.25                   |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-4020                                | Donna Machold                 | 515 Northwood Dr. Redwood Falls, MN 56283                   | \$ 97,507.50<br>\$ 71,606.25                              | 100%<br>100%               | 30%<br>30%               | \$ 29,252.25<br>\$ 21,481.88                             | \$ 264.62<br>\$ 194.33                        | 2.65%<br>1.94%                   | 40.00<br>32.95                   | 38<br>28           | 8<br>5                       | \$ 29,760.00<br>\$ 18,660.00                  | 7<br>4                       | \$ 25,620.00<br>\$ 14,640.00                       | 14<br>13                     | \$ 31,080.00<br>\$ 28,860.00                           | 9<br>6                     | \$ 7,290.00<br>\$ 4,860.00                             |                          | 1670<br>2065  | \$ 3,757.50<br>\$ 4,646.25  |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-4040                                | Keith Veestra                 | 21274 Nature Ave. Clements, MN 56224                        | \$ 1,620.00   | 85%                        | 30%                      | \$ 413.10  | \$ 3.74                                       | 0.04%                            | 7.56                             | 2                  | 0                            | \$ 0.00                                       | 0                            | \$ 0.00  | 0                            | \$ 0.00  | 2                          | \$ 1,620.00  | 3                        |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| 07-005-4060                                | Denise Bahr                   | 2105 SE 7th Ave. Apt. 101 Grand Rapids, MN 55744            | \$ 3,020.00<br>\$ 15,960.00                               | 85%<br>70%                 | 30%<br>30%               | \$ 772.65<br>\$ 3,351.60                                 | \$ 6.99<br>\$ 30.32                           | 0.07%<br>0.30%                   | 39.49<br>40.00                   | 2<br>11            | 0<br>0                       | \$ 0.00<br>\$ 0.00                            | 0<br>5                       | \$ 0.00<br>\$ 0.00                                 | 1<br>5                       | \$ 2,220.00<br>\$ 11,100.00                            | 1<br>6                     | \$ 810.00<br>\$ 4,860.00                               |                          |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| <b>Sundown Township Section 6-110N-35W</b> |                               |   |   |                            |                          |  |   |                                  |                                  |                    |                              |   |                              |  |                              |  |                            |  |                          |               |                             |  |  |  |  |  |  |  |  |  |  |  |
| 07-006-1020                                | Arlene Landkammer Etal        | c/o Kenneth Landkammer 20942 Midway Ave. Clements, MN 56224 | \$ 7,680.00<br>\$ 102,566.25<br>\$ 48,761.25<br>\$ 810.00 | 85%<br>100%<br>100%<br>85% | 30%<br>30%<br>30%<br>30% | \$ 1,958.40<br>\$ 30,769.88<br>\$ 14,628.38<br>\$ 206.53 | \$ 17.72<br>\$ 278.35<br>\$ 132.33<br>\$ 1.87 | 0.18%<br>2.78%<br>1.33%<br>0.02% | 39.88<br>39.83<br>34.61<br>40.00 | 6<br>36<br>21<br>1 | 0<br>4<br>0<br>0             | \$ 0.00<br>\$ 14,880.00<br>\$ 0.00<br>\$ 0.00 | 0<br>13<br>3<br>0            | \$ 0.00<br>\$ 47,580.00<br>\$ 10,980.00<br>\$ 0.00 | 2<br>15<br>16<br>0           | \$ 4,440.00<br>\$ 33,300.00<br>\$ 35,520.00<br>\$ 0.00 | 4<br>4<br>2<br>1           | \$ 3,340.00<br>\$ 3,240.00<br>\$ 1,620.00<br>\$ 810.00 |                          | 183<br>285    | \$ 3,566.25<br>\$ 641.25    |  |  |  |  |  |  |  |  |  |  |  |
| 07-006-1040                                | Roger & Kathleen Wall         | 21578 Midway Ave. Clements, MN 56224                        | \$ 0.00   | 85%                        | 30%                      | \$ 0.00  | \$ 0.00                                       | 0.00%                            | 5.39                             | 0                  | 0                            | \$ 0.00                                       | 0                            | \$ 0.00  | 0                            | \$ 0.00  | 0                          | \$ 0.00  | 1                        |               |                             |  |  |  |  |  |  |  |  |  |  |  |

**Redwood County Ditch # 25  
Viewers' Report  
2023 Redetermination of Benefits**

Maintenance Cost: \$10,000.00  
Date: 1/7/2024

| LAND BENEFITS                                   |   |  |  |                             |                          |   |   |                                  |                                  |                      | A<br>\$ 3,720.00<br>Per Acre |   | B<br>\$ 3,660.00<br>Per Acre |  | C<br>\$ 2,220.00<br>Per Acre |  | D<br>\$ 810.00<br>Per Acre |   | Noe converted or Wetland | Feet of Tile | Tile Benefit \$2.25 per ft |   |
|---|---|--|--|-----------------------------|--------------------------|---|---|----------------------------------|----------------------------------|----------------------|------------------------------|---|------------------------------|--|------------------------------|--|----------------------------|---|--------------------------|--------------|----------------------------|---|
| Parcel No.                                      | Name  | Description  | Total Benefits   | Prox. Ratio                 | Effic. Rate              | Net Benefits  | Maint. Cost                                     | Parcel Percent                   | Acres In Tract                   | Benefited Acres      | A Acres Benefited            | Benefit Value                                     | B Acres Benefited            | Benefit Value  | C Acres Benefited            | Benefit Value  | D Acres Benefited          | Benefit Value   |                          |              |                            |   |
| <b>Stundown Township Section 9-110N-35W</b>     |   |  |  |                             |                          |   |   |                                  |                                  |                      |                              |   |                              |  |                              |  |                            |   |                          |              |                            |   |
| 67-009-1060                                     | Sharon Groeber  | NE1/4 NW1/4  | \$ 12,896.25   | 100%                        | 30%                      | \$ 3,868.88   | \$ 35.00  | 0.35%                            | 40.00                            | 5                    | 0                            | \$ 0.00   | 0                            | \$ 0.00  | 4                            | \$ 8,880.00  | 1                          | \$ 810.00   |                          |              | 1425                       | \$ 3,006.25                               |
| 67-009-2020                                     | 20887 Nette Ave. Clements, MN 56224                           | PL NW1/4 NW1/4   | \$ 11,520.00   | 85%                         | 30%                      | \$ 2,937.60   | \$ 26.57  | 0.27%                            | 30.00                            | 9                    | 0                            | \$ 0.00   | 0                            | \$ 0.00  | 3                            | \$ 6,660.00  | 6                          | \$ 4,860.00   |                          |              |                            |   |
| <b>Three Lakes Township Section 30-111N-35W</b> |   |  |  |                             |                          |   |   |                                  |                                  |                      |                              |   |                              |  |                              |  |                            |   |                          |              |                            |   |
| 69-030-3020                                     | Leslie & Kim Nott 34339 Co. Hwy 16 Clements, MN 56224         | Pl. SE1/4 SW1/4  | \$ 48,050.00   | 85%                         | 30%                      | \$ 12,255.30  | \$ 110.86                                       | 1.11%                            | 36.02                            | 28                   | 0                            | \$ 0.00   | 0                            | \$ 0.00  | 18                           | \$ 39,960.00   | 10                         | \$ 8,100.00   | 2                        |              |                            |   |
| 69-030-3030                                     | Laura Tipton 1608 Claire Ct. North Mankato, MN 56003          | NW1/4 SW1/4<br>Pl. SW1/4 SW1/4                                       | \$ 3,240.00<br>\$ 51,641.25                                  | 85%<br>100%                 | 30%<br>30%               | \$ 826.20<br>\$ 15,492.38                                   | \$ 7.47<br>\$ 140.15                            | 0.07%<br>1.40%                   | 33.67<br>33.73                   | 4<br>25              | 0<br>0                       | \$ 0.00<br>\$ 0.00                                | 0<br>0                       | \$ 0.00<br>\$ 0.00                                     | 0<br>22                      | \$ 0.00<br>\$ 48,840.00                                      | 4<br>3                     | \$ 2,340.00<br>\$ 2,430.00                                |                          |              | 165                        | \$ 371.25                                 |
| 69-030-3040                                     | Bobby & Beverly Hoffbeck 22604 Midway Ave. Clements, MN 56224 | Pl. SW1/4 SW1/4  | \$ 4,642.50  | 100%                        | 30%                      | \$ 1,092.75   | \$ 12.60  | 0.13%                            | 2.25                             | 2                    | 0                            | \$ 0.00   | 0                            | \$ 0.00  | 2                            | \$ 4,440.00  | 0                          | \$ 0.00   |                          |              | 90                         | \$ 202.50                                 |
| 69-030-4030                                     | Scott Dahmes Etal 35205 Co. Hwy 4 Springfield, MN 56087       | SW1/4 SE1/4  | \$ 88,366.25   | 100%                        | 30%                      | \$ 20,506.88  | \$ 185.54                                       | 1.80%                            | 40.00                            | 30                   | 1                            | \$ 3,720.00                                       | 4                            | \$ 14,640.00   | 21                           | \$ 46,620.00   | 4                          | \$ 3,240.00   |                          |              | 65                         | \$ 146.25                                 |
| <b>Three Lakes Township Section 31-111N-35W</b> |   |  |  |                             |                          |   |   |                                  |                                  |                      |                              |   |                              |  |                              |  |                            |   |                          |              |                            |   |
| 69-031-1020                                     | Blair Tostenon 34785 Co. Hwy 16 Clements, MN 56224            | Tr. NE1/4 NE1/4  | \$ 1,620.00  | 85%                         | 30%                      | \$ 413.10   | \$ 3.74   | 0.04%                            | 3.81                             | 2                    | 0                            | \$ 0.00   | 0                            | \$ 0.00  | 0                            | \$ 0.00  | 2                          | \$ 1,620.00   | 1.81                     |              |                            |   |
| 69-031-1040                                     | Bobby & Beverly Hoffbeck 22604 Midway Ave. Clements, MN 56224 | Pl. NE1/4 NE1/4<br>Pl. SE1/4 NE1/4                                   | \$ 71,610.00<br>\$ 94,042.50                                 | 100%<br>100%                | 30%<br>30%               | \$ 21,483.00<br>\$ 28,212.75                                | \$ 194.34<br>\$ 255.22                          | 1.94%<br>2.55%                   | 30.99<br>39.50                   | 28<br>38             | 1<br>3                       | \$ 3,720.00<br>\$ 11,160.00                       | 3<br>7                       | \$ 10,980.00<br>\$ 25,620.00                           | 23<br>21                     | \$ 51,060.00<br>\$ 46,620.00                                 | 1<br>7                     | \$ 810.00<br>\$ 5,670.00                                  |                          |              | 2240<br>2310               | \$ 5,040.00<br>\$ 4,972.50                |
| 69-031-2020                                     | Clements, MN 56224  | Gravel Lot 1<br>NE1/4 NW1/4  | \$ 83,643.75<br>\$ 88,541.25                                 | 100%<br>100%                | 30%<br>30%               | \$ 25,093.13<br>\$ 26,562.38                                | \$ 227.60<br>\$ 240.29                          | 2.27%<br>2.40%                   | 34.08<br>40.00                   | 30<br>38             | 9<br>3                       | \$ 33,480.00<br>\$ 11,160.00                      | 6<br>4                       | \$ 21,960.00<br>\$ 14,640.00                           | 9<br>24                      | \$ 19,980.00<br>\$ 53,280.00                                 | 6<br>7                     | \$ 4,860.00<br>\$ 5,670.00                                |                          |              | 1495<br>1685               | \$ 3,365.75<br>\$ 3,791.25                |
| 69-031-1060                                     | Chad & Shannon Hoffbeck 41467 Co. Hwy 16 Morgan, MN 56266     | NW1/4 NE1/4 &<br>Pl. NE1/4 NE1/4<br>SW1/4 NE1/4 &<br>Pl. SE1/4 NE1/4 | \$ 88,545.00<br>\$ 98,216.25                                 | 60%<br>100%                 | 30%<br>30%               | \$ 23,907.15<br>\$ 29,464.88                                | \$ 216.27<br>\$ 266.53                          | 2.16%<br>2.67%                   | 45.20<br>40.50                   | 42<br>40             | 0<br>0                       | \$ 0.00<br>\$ 0.00                                | 2<br>7                       | \$ 7,320.00<br>\$ 25,620.00                            | 33<br>30                     | \$ 73,260.00<br>\$ 66,000.00                                 | 7<br>3                     | \$ 5,670.00<br>\$ 2,430.00                                |                          |              | 1030<br>1585               | \$ 2,395.00<br>\$ 3,366.25                |
| 69-031-2040                                     | Chad Hoffbeck 41467 Co. Hwy 16 Morgan, MN 56266               | SE1/4 NW1/4  | \$ 46,027.50   | 100%                        | 30%                      | \$ 13,808.25  | \$ 124.91                                       | 1.25%                            | 40.00                            | 23                   | 2                            | \$ 7,440.00                                       | 2                            | \$ 7,320.00  | 10                           | \$ 22,260.00   | 9                          | \$ 7,390.00   |                          |              | 790                        | \$ 1,777.50                               |
| 69-031-4020                                     | Deen Brandt 1205 E. Meadow Ln. Redwood Falls, MN 56283        | NW1/4 SE1/4<br>NE1/4 SE1/4<br>SE1/4 SE1/4<br>SW1/4 SE1/4             | \$ 57,386.25<br>\$ 85,031.25<br>\$ 98,051.25<br>\$ 34,520.00 | 100%<br>100%<br>100%<br>85% | 30%<br>30%<br>30%<br>30% | \$ 17,215.88<br>\$ 25,509.38<br>\$ 29,413.38<br>\$ 8,805.15 | \$ 155.74<br>\$ 230.76<br>\$ 266.10<br>\$ 79.65 | 1.56%<br>2.31%<br>2.66%<br>0.80% | 40.00<br>40.00<br>40.00<br>40.00 | 34<br>39<br>37<br>20 | 0<br>1<br>4<br>0             | \$ 0.00<br>\$ 3,720.00<br>\$ 14,880.00<br>\$ 0.00 | 2<br>8<br>11<br>0            | \$ 7,320.00<br>\$ 29,280.00<br>\$ 40,260.00<br>\$ 0.00 | 16<br>18<br>16<br>13         | \$ 35,520.00<br>\$ 39,960.00<br>\$ 35,120.00<br>\$ 28,860.00 | 16<br>12<br>6<br>7         | \$ 12,960.00<br>\$ 9,720.00<br>\$ 4,860.00<br>\$ 5,670.00 |                          |              | 705<br>1045<br>1125        | \$ 1,586.25<br>\$ 2,351.25<br>\$ 2,331.25 |

**Redwood County Ditch # 25  
Viewers' Report  
2023 Redetermination of Benefits**

Maintenance Cost: **\$10,000.00**  
Date: **1/7/2024**

| LAND BENEFITS                                   |  |   |   |                             |                          |  |  |                                  |                                  |                      | A<br>\$ 3,720.00<br>Per Acre |  | B<br>\$ 3,660.00<br>Per Acre |   | C<br>\$ 2,220.00<br>Per Acre |  | D<br>\$ 810.00<br>Per Acre |  | Now converted or Wetland | Feet of Title      | Title Benefit \$2.25 per ft           |
|---|--|---|---|-----------------------------|--------------------------|--|--|----------------------------------|----------------------------------|----------------------|------------------------------|--|------------------------------|---|------------------------------|--|----------------------------|--|--------------------------|--------------------|---------------------------------------|
| Parcel No.                                      | Name   | Description   | Total Benefits  | Prox. Ratio                 | Effic. Rate              | Net Benefits   | Maint. Cost                                      | Parcel Percent                   | Acres in Tract                   | Benefited Acres      | A Acres Benefited            | Benefit Value  | B Acres Benefited            | Benefit Value   | C Acres Benefited            | Benefit Value  | D Acres Benefited          | Benefit Value  |                          |                    |                                       |
| <b>Three Lakes Township Section 32-111N-35W</b> |  |   |   |                             |                          |  |  |                                  |                                  |                      |                              |  |                              |   |                              |  |                            |  |                          |                    |                                       |
| 69-032-1020                                     | Alan & Rosann Plotz  | NE1/4 NE1/4   | \$ 4,650.00   | 85%                         | 30%                      | \$ 1,185.75  | \$ 10.73   | 0.11%                            | 40.00                            | 4                    | 0                            | \$ 0.00  | 0                            | \$ 0.00   | 1                            | \$ 2,220.00  | 3                          | \$ 2,430.00  |                          |                    |                                       |
| 69-032-1040                                     | 35760 Co. Hwy 16<br>Clements, MN 56224   | SE1/4 NE1/4<br>SW1/4 NE1/4  | \$ 85,402.50<br>\$ 51,408.75                                  | 100%<br>100%                | 30%<br>30%               | \$ 25,620.75<br>\$ 15,422.63                                 | \$ 231.77<br>\$ 139.52                           | 2.32%<br>1.40%                   | 39.00<br>40.00                   | 39<br>23             | 0<br>0                       | \$ 0.00<br>\$ 0.00                                     | 4<br>6                       | \$ 14,640.00<br>\$ 21,960.00                                | 30<br>11                     | \$ 66,600.00<br>\$ 24,420.00                                 | 5<br>6                     | \$ 4,050.00<br>\$ 4,860.00                               |                          | 50<br>75           | \$ 112.50<br>\$ 168.75                |
| 69-032-2020                                     | Bruce Berg Rev. Trust<br>c/o Bruce & Tony Berg<br>20086 US Hwy 71<br>Sanborn, MN 56083         | PL NW1/4 NW1/4<br>PL SE1/4 NW1/4<br>PL SW1/4 NW1/4<br>Tr. NW1/4 SW1/4 | \$ 21,933.75<br>\$ 42,030.00<br>\$ 60,405.00<br>\$ 3,840.00   | 100%<br>75%<br>90%<br>85%   | 30%<br>30%<br>30%<br>30% | \$ 6,580.13<br>\$ 9,456.75<br>\$ 16,369.35<br>\$ 979.20      | \$ 59.53<br>\$ 83.55<br>\$ 147.54<br>\$ 8.86     | 0.60%<br>0.86%<br>1.48%<br>0.09% | 20.76<br>29.83<br>29.00<br>5.54  | 13<br>24<br>29<br>3  | 0<br>0<br>1<br>0             | \$ 0.00<br>\$ 0.00<br>\$ 0.00<br>\$ 0.00               | 0<br>1<br>1<br>1             | \$ 0.00<br>\$ 3,660.00<br>\$ 3,660.00<br>\$ 0.00            | 8<br>14<br>24<br>1           | \$ 17,760.00<br>\$ 31,080.00<br>\$ 53,280.00<br>\$ 2,220.00  | 5<br>9<br>4<br>2           | \$ 4,050.00<br>\$ 7,290.00<br>\$ 3,400.00<br>\$ 1,620.00 |                          | 55<br>100          | \$ 123.75<br>\$ 225.00                |
| 69-032-3030                                     | Jillain Gramstad<br>P.O. Box 151<br>Sanborn, MN 56083  | PL SE1/4 NW1/4<br>PL SW1/4 NW1/4<br>PL NW1/4 SW1/4<br>NE1/4 SW1/4     | \$ 22,747.50<br>\$ 22,290.00<br>\$ 71,947.50<br>\$ 102,911.25 | 100%<br>85%<br>100%<br>100% | 30%<br>30%<br>30%<br>30% | \$ 6,824.25<br>\$ 5,682.95<br>\$ 21,584.25<br>\$ 30,873.38   | \$ 61.73<br>\$ 51.42<br>\$ 195.36<br>\$ 279.29   | 0.62%<br>0.51%<br>1.95%<br>2.79% | 10.17<br>10.17<br>34.46<br>40.00 | 10<br>10<br>34<br>40 | 0<br>3<br>1<br>7             | \$ 0.00<br>\$ 0.00<br>\$ 3,720.00<br>\$ 26,040.00      | 1<br>3<br>3<br>7             | \$ 3,660.00<br>\$ 10,980.00<br>\$ 10,980.00<br>\$ 25,620.00 | 8<br>4<br>23<br>17           | \$ 17,760.00<br>\$ 8,880.00<br>\$ 51,060.00<br>\$ 37,740.00  | 1<br>3<br>7<br>9           | \$ 810.00<br>\$ 2,430.00<br>\$ 5,670.00<br>\$ 7,290.00   | 0.17                     | 230<br>230<br>2765 | \$ 517.50<br>\$ 112.50<br>\$ 6,221.25 |
| 69-032-3040                                     | Robert Dahms<br>2186 Joplin St.<br>Mora, MN 55051  | SE1/4 SW1/4<br>SW1/4 SW1/4  | \$ 81,382.50<br>\$ 90,157.50                                  | 90%<br>100%                 | 30%<br>30%               | \$ 21,973.28<br>\$ 27,047.25                                 | \$ 198.78<br>\$ 244.68                           | 1.99%<br>2.45%                   | 40.00<br>40.00                   | 39<br>38             | 3<br>4                       | \$ 11,160.00<br>\$ 14,880.00                           | 2<br>5                       | \$ 7,320.00<br>\$ 18,300.00                                 | 25<br>20                     | \$ 55,500.00<br>\$ 44,400.00                                 | 9<br>9                     | \$ 7,290.00<br>\$ 7,290.00                               |                          | 2350               | \$ 5,187.50                           |
| 69-032-4020                                     | Shelly Kloos Rev. Trust<br>c/o Shelly & Kevin Kloos<br>8714 Common St. SW<br>Winsted, MN 55395 | PL NE1/4 SE1/4  | \$ 31,428.75  | 100%                        | 30%                      | \$ 9,428.63  | \$ 85.29   | 0.85%                            | 37.86                            | 15                   | 0                            | \$ 0.00  | 2                            | \$ 7,320.00   | 9                            | \$ 19,980.00   | 4                          | \$ 3,240.00  |                          | 395                | \$ 888.75                             |
| 69-032-4040                                     | James Hansen<br>35543 220th St.<br>Clements, MN 56224  | Tr. SW1/4 SE1/4   | \$ 810.00   | 70%                         | 30%                      | \$ 170.10  | \$ 1.54  | 0.02%                            | 7.63                             | 1                    | 0                            | \$ 0.00  | 0                            | \$ 0.00   | 0                            | \$ 0.00  | 1                          | \$ 810.00  |                          | 1.5                |                                       |
| 69-032-4060                                     | Guy & Brenda Plotz<br>119 Frenchie Ln<br>Bunlevel, NC 28323                                    | NW1/4 SE1/4<br>PL SW1/4 SE1/4<br>PL NE1/4 SE1/4                       | \$ 58,507.50<br>\$ 4,650.00<br>\$ 1,406.25                    | 100%<br>85%<br>100%         | 30%<br>30%<br>30%        | \$ 17,552.25<br>\$ 1,185.75<br>\$ 421.88                     | \$ 158.78<br>\$ 10.73<br>\$ 3.82                 | 1.59%<br>0.11%<br>0.04%          | 40.00<br>32.37<br>1.68           | 29<br>4<br>1         | 0<br>0<br>0                  | \$ 0.00<br>\$ 0.00<br>\$ 0.00                          | 2<br>0<br>0                  | \$ 7,320.00<br>\$ 0.00<br>\$ 0.00                           | 18<br>1<br>0                 | \$ 39,960.00<br>\$ 2,220.00<br>\$ 810.00                     | 9<br>3<br>1                | \$ 7,290.00<br>\$ 2,430.00<br>\$ 810.00                  |                          | 1750<br>265        | \$ 3,937.50<br>\$ 596.25              |
| <b>Three Lakes Township Section 33-111N-35W</b> |  |   |   |                             |                          |  |  |                                  |                                  |                      |                              |  |                              |   |                              |  |                            |  |                          |                    |                                       |
| 69-033-2040                                     | Janel Plotz Etal<br>200 Center St<br>Clements, MN 56224  | PL W1/2 NW1/4   | \$ 18,990.00  | 85%                         | 30%                      | \$ 4,842.45  | \$ 43.81   | 0.44%                            | 31.00                            | 13                   | 0                            | \$ 0.00  | 0                            | \$ 0.00   | 6                            | \$ 13,320.00   | 7                          | \$ 5,670.00  |                          |                    |                                       |
| 69-033-3020                                     | Leo & Janel Plotz Irrev. Inst. Tr.<br>c/o Alan Plotz<br>35760 Co. Hwy 16<br>Clements, MN 56224 | N1/2 NW1/4 SW1/4  | \$ 0.00   | 85%                         | 30%                      | \$ 0.00  | \$ 0.00  | 0.00%                            | 20.00                            | 0                    | 0                            | \$ 0.00  | 0                            | \$ 0.00   | 0                            | \$ 0.00  | 0                          | \$ 0.00  |                          |                    |                                       |
| <b>New Asson Township Section 25-111N-36W</b>   |  |   |   |                             |                          |  |  |                                  |                                  |                      |                              |  |                              |   |                              |  |                            |  |                          |                    |                                       |
| 69-025-3020                                     | Julia Salfer RLT<br>307 Lake Dr.<br>Redwood Falls, MN 56283                                    | PL S1/2 SW1/4 north of R1<br>east of CD # 26 centerline               | \$ 810.00   | 40%                         | 30%                      | \$ 97.20   | \$ 0.88  | 0.01%                            | 23.40                            | 1                    | 0                            | \$ 0.00  | 0                            | \$ 0.00   | 0                            | \$ 0.00  | 1                          | \$ 810.00  |                          |                    |                                       |
| 69-025-3060                                     | Greenfield LLP<br>c/o Charles & Elaine Neizel<br>1119 Southridge Rd.<br>New Ulm, MN 56073      | PL SE1/4 SW1/4<br>PL SE1/4 south of RR                                | \$ 14,130.00<br>\$ 28,860.00                                  | 50%<br>60%                  | 30%<br>30%               | \$ 2,119.50<br>\$ 5,194.80                                   | \$ 19.17<br>\$ 46.99                             | 0.19%<br>0.47%                   | 23.00<br>18.69                   | 7<br>13              | 0<br>0                       | \$ 0.00<br>\$ 0.00                                     | 0<br>0                       | \$ 0.00<br>\$ 0.00  | 6<br>13                      | \$ 13,320.00<br>\$ 28,860.00                                 | 1<br>0                     | \$ 810.00<br>\$ 0.00                                     |                          | 5.69               |                                       |
| 69-025-4020                                     | Kodet Farms<br>34690 St. Hwy 68<br>Clements, MN 56224  | NW1/4 SE1/4<br>NE1/4 SE1/4<br>PL SE1/4 SE1/4<br>PL SW1/4 SE1/4        | \$ 66,060.00<br>\$ 50,940.00<br>\$ 77,280.00<br>\$ 54,900.00  | 85%<br>85%<br>100%<br>70%   | 30%<br>30%<br>30%<br>30% | \$ 16,845.39<br>\$ 12,913.20<br>\$ 23,184.00<br>\$ 11,529.00 | \$ 152.39<br>\$ 118.82<br>\$ 299.73<br>\$ 104.29 | 1.52%<br>1.17%<br>2.10%<br>1.04% | 40.00<br>40.00<br>34.10<br>25.90 | 31<br>24<br>30<br>22 | 0<br>1<br>4<br>4             | \$ 0.00<br>\$ 3,720.00<br>\$ 14,880.00<br>\$ 14,880.00 | 2<br>3<br>6<br>2             | \$ 7,320.00<br>\$ 10,980.00<br>\$ 21,960.00<br>\$ 7,320.00  | 25<br>14<br>17<br>14         | \$ 55,500.00<br>\$ 31,080.00<br>\$ 37,740.00<br>\$ 31,080.00 | 4<br>6<br>3<br>2           | \$ 3,400.00<br>\$ 4,860.00<br>\$ 2,430.00<br>\$ 1,620.00 |                          | 120                | \$ 270.00                             |



**Redwood County Ditch # 25  
Viewers' Report  
2023 Redetermination of Benefits**

**Maintenance Cost: \$10,000.00  
Date: 1/7/2024**

| LAND BENEFITS                                |   |  |   |                          |                          |  |   |                                   |                                  |                    | A<br>\$ 3,728.00<br>Per Acre |   | B<br>\$ 3,660.00<br>Per Acre |  | C<br>\$ 2,220.00<br>Per Acre |   | D<br>\$ 810.00<br>Per Acre |  | Non converted or Wetland | Feet of Tile | Tile Benefit \$2.25 per ft |  |
|--|---|--|---|--------------------------|--------------------------|--|---|-----------------------------------|----------------------------------|--------------------|------------------------------|---|------------------------------|--|------------------------------|---|----------------------------|--|--------------------------|--------------|----------------------------|--|
| Parcel No.                                   | Name  | Description  | Total Benefits  | Prox. Ratio              | Effic. Rate              | Net Benefits   | Maint. Cost                                   | Parcel Percent                    | Acres In Tract                   | Benefited Acres    | A Acres Benefited            | Benefit Value                                     | B Acres Benefited            | Benefit Value                                      | C Acres Benefited            | Benefit Value   | D Acres Benefited          | Benefit Value  |                          |              |                            |  |
| <i>New Avon Township Section 24-111N-36W</i> |   |  |   |                          |                          |  |   |                                   |                                  |                    |                              |   |                              |  |                              |   |                            |  |                          |              |                            |  |
| 60-036-1020                                  | Schwartz Family LLC<br>32296 190th St<br>Sleepy Eye, MN 56085                     | Tr. NE1/4 NE1/4  | \$ 0.00   | 70%                      | 30%                      | \$ 0.00  | \$ 0.00                                       | 0.00%                             | 5.02                             | 0                  |                              | \$ 0.00   |                              | \$ 0.00  |                              | \$ 0.00   |                            | \$ 0.00  | 1                        |              |                            |  |
| 60-036-1040                                  | Greenfield LLP<br>c/o Charles Neizel<br>1119 Southbridge Rd.<br>New Ulm, MN 56073 | PL NE1/4 NW1/4<br>NW1/4 NE1/4<br>PL NE1/4 NE1/4<br>SW1/4 NE1/4 | \$ 17,160.00<br>\$ 58,620.00<br>\$ 69,900.00<br>\$ 810.00 | 60%<br>70%<br>85%<br>60% | 30%<br>30%<br>30%<br>30% | \$ 3,088.80<br>\$ 12,310.20<br>\$ 17,824.50<br>\$ 145.80 | \$ 27.94<br>\$ 111.36<br>\$ 161.24<br>\$ 1.32 | 0.28%<br>1.11%<br>34.98%<br>0.01% | 25.00<br>40.00<br>34.98<br>40.00 | 9<br>25<br>20<br>1 | 0<br>2<br>4<br>0             | \$ 0.00<br>\$ 7,440.00<br>\$ 14,880.00<br>\$ 0.00 | 0<br>4<br>4<br>0             | \$ 0.00<br>\$ 14,640.00<br>\$ 14,640.00<br>\$ 0.00 | 7<br>15<br>16<br>0           | \$ 15,540.00<br>\$ 33,300.00<br>\$ 35,520.00<br>\$ 0.00 | 2<br>4<br>6<br>1           | \$ 1,620.00<br>\$ 3,240.00<br>\$ 4,860.00<br>\$ 810.00 |                          |              |                            |  |
| <b>Land Benefit Totals</b>                   |   |  | <b>\$3,633,210.00</b>                                     |                          |                          | <b>\$1,029,931.93</b>                                    | <b>\$9,317.02</b>                             | <b>93.17%</b>                     |                                  | <b>1636</b>        | <b>111</b>                   | <b>\$412,920.00</b>                               | <b>191</b>                   | <b>\$699,060.00</b>                                | <b>958</b>                   | <b>\$2,126,760.00</b>                                   | <b>376</b>                 | <b>\$304,560.00</b>                                    | <b>24.03</b>             | <b>39960</b> | <b>\$89,910.00</b>         |  |
| <b>Road Benefit Totals</b>                   |   |  | <b>\$ 86,520.28</b>                                       |                          |                          | <b>\$ 75,498.31</b>                                      | <b>\$ 682.98</b>                              | <b>6.83%</b>                      |                                  |                    |                              |   |                              |  |                              |   |                            |  |                          |              |                            |  |
| <b>TOTALS</b>                                |   |  | <b>\$3,719,730.28</b>                                     |                          |                          | <b>\$1,105,430.24</b>                                    | <b>\$10,000.00</b>                            | <b>100.00%</b>                    |                                  |                    |                              |   |                              |  |                              |   |                            |  |                          |              |                            |  |

**ROAD BENEFITS**

| Road Authority              | Description                   | Length (Feet) | Total Benefits      | Prox. Ratio | Effic. Rate | Net Benefits        | Maint. Cost      |
|-----------------------------|-------------------------------|---------------|---------------------|-------------|-------------|---------------------|------------------|
| <b>Redwood County</b>       |                               |               |                     |             |             |                     |                  |
|                             | CRAH 16 north of 21-111N-35W  | 3560          | \$ 19,013.64        | 100%        | 90%         | \$ 17,112.27        | \$ 154.80        |
|                             | CRAH 16 in 25-111N-36W        | 3100          | \$ 9,247.16         | 85%         | 90%         | \$ 7,074.08         | \$ 63.99         |
|                             | CRAH 16 in 30-111N-36W        | 1580          | \$ 5,835.23         | 100%        | 90%         | \$ 5,251.70         | \$ 47.51         |
|                             | Co. Rd 63 east 5-110N-35W     | 3550          | \$ 10,771.14        | 95%         | 90%         | \$ 9,209.32         | \$ 83.31         |
| <b>New Avon Township</b>    |                               |               |                     |             |             |                     |                  |
|                             | Maurohla Ave. east of Sec. 25 | 915           | \$ 987.78           | 100%        | 90%         | \$ 889.01           | \$ 8.04          |
|                             | Maurohla Ave. east of Sec. 36 | 480           | \$ 2,209.09         | 100%        | 90%         | \$ 1,988.18         | \$ 17.99         |
|                             | 235th St. in Sec. 25          | 1135          | \$ 1,096.31         | 70%         | 90%         | \$ 690.67           | \$ 6.25          |
| <b>Sundown Township</b>     |                               |               |                     |             |             |                     |                  |
|                             | Midway Ave. east of Sec. 6    | 2235          | \$ 8,635.25         | 100%        | 90%         | \$ 7,771.70         | \$ 70.30         |
|                             | 220th St. north of Sec. 5     | 1405          | \$ 7,183.81         | 100%        | 90%         | \$ 6,125.43         | \$ 61.74         |
|                             | 220th St. north of Sec. 6     | 645           | \$ 1,192.61         | 100%        | 90%         | \$ 1,153.35         | \$ 11.34         |
| <b>Three Lakes Township</b> |                               |               |                     |             |             |                     |                  |
|                             | Maurohla Ave. west of Sec. 30 | 915           | \$ 987.78           | 100%        | 90%         | \$ 889.01           | \$ 8.04          |
|                             | Maurohla Ave. west of Sec. 31 | 480           | \$ 2,209.09         | 100%        | 90%         | \$ 1,988.18         | \$ 17.99         |
|                             | Midway Ave. east of Sec. 31   | 5280          | \$ 7,175.00         | 95%         | 90%         | \$ 6,476.63         | \$ 58.59         |
|                             | 220th St. south of Sec. 31    | 645           | \$ 1,192.61         | 100%        | 90%         | \$ 1,153.35         | \$ 11.34         |
|                             | 220th St. south of Sec. 32    | 1405          | \$ 7,183.81         | 100%        | 90%         | \$ 6,125.43         | \$ 61.74         |
| <b>ROAD BENEFIT TOTALS</b>  |                               |               | <b>\$ 86,520.28</b> |             |             | <b>\$ 75,498.31</b> | <b>\$ 682.98</b> |

Redwood County Commissioners  
Drainage Authority

Re: Redwood County Ditch # 25  
Redetermination of Benefits

September 25, 2023

In accordance with Minnesota Statute 103E.351, we herewith submit the following viewers' report:

Benefits and Damages Statement

This report covers the redetermination of benefits for a previously constructed drainage system. The basis for determining benefits and damages is a comparison of the conditions that would have existed prior to the drainage system's construction to those that currently exist with the drainage system in a reasonable state of repair.

Redwood County Ditch # 25 was petitioned in 1915, ordered in 1916, and completed in 1917. The CD # 25 watershed provides drainage to portions of the following sections in Redwood County:

Sundown Township - Sections 4, 5, 6, and 9  
Three Lakes Township - Sections 30, 31, 32, and 33  
New Avon Township – Sections 25 and 36

As originally constructed, Redwood CD # 25 consists of approximately 40,000 feet of main and branch tile varying in size from 6" to 20" in diameter. Beginning in Section 25 of New Avon Township, the tile drainage flows southeasterly to its outlet into JD # 36 in Section 9 of Sundown Township and from there to the Cottonwood River.

The field observations and land classifications for the watershed area were completed in 2023. The viewers made a visual inspection of each 40 acre or smaller parcel. As viewed, there are approximately 1636 acres that are directly benefited within the CD # 25 watershed.

Supporting documentation for the analysis and conclusions of this report are contained in our files and are available for inspection.

The conclusions stated herein are based on a full and fair consideration of all pertinent facts and information that the viewers were aware of at the time of this appraisal. The following aids were used during the viewing process:

1. Soil survey maps of Redwood County
2. FSA aerial photos
3. Topographical maps and LIDAR data
4. Yield averages and production costs based on Farm Business Management Reports
5. Visual inspection of each 40 acre or smaller parcel
6. Original ditch files, maps, and profiles
7. Sales data from the Redwood County Assessor office

Land classification benefit values were calculated and based upon the potential increase in agricultural production as a result of constructing the drainage project. These benefit values were then reconciled with recent sales values. Existing individual land management practices were not considered. All present land use was evaluated using an estimated best land management practice standard. Consideration was given to those areas which were determined to be in a native/non-converted condition or identified as wetlands and restricted from drainage by federal or state regulations.

Road benefits were determined based on reduced road construction and maintenance costs that were realized after construction of the drainage system and the accelerated runoff resulting from a change in land use.

### Valuation Prior to Drainage

Beginning land use, property value, and agricultural economic productivity have been determined with the consideration that the benefited properties within the watershed originally did not have an adequate outlet for artificial drainage.

“A” - Standing water or cattails – wetland classification with a market value for agricultural purposes of \$0.00 per acre and ag economic productivity of \$0.00

“B” - Seasonally flooded – pasture classification with a market value of \$5,000 to \$6,000 per acre and ag economic productivity of \$80.00 per acre based on grazing days and/or hay values

“C” – Wet subsoil – Marginal crop land of medium crop land classification with a market value of \$10,000 to \$11,000 per acre and net income of \$236.33 per acre with annual ag economic productivity of \$574.69 per acre (average yield of 75% of optimum) and \$338.36 per acre production costs

“D” – Upland areas not needing artificial drainage but irregular in shape and intermixed with wetter soils. These areas are medium to high crop land classification with a market value of \$10,500 to \$11,500 per acre and net income of \$351.27 per acre with annual ag economic productivity of \$689.63 per acre (average yield of 90% of optimum) and \$338.36 per acre production costs

### Valuation with NRCS Recommended Drainage

After public and private drainage have been installed following NRCS design standards and using current crop rotation, income, and expenses, the land classifications have been modified as follows:

“A” – Drained slough – medium land classification with a market value of \$9,500 to \$10,500 per acre and net income of \$274.64 per acre with annual ag productivity of \$613.00 per acre (average yield of 80 % of optimum) and \$338.36 per acre production costs

“B” – Well drained ground, high land classification with a market value of \$11,000 to \$12,000 per acre and net income of \$351.27 per acre with annual ag economic productivity of \$689.63 per acre (average yield of 90 % of optimum) and \$338.36 per acre production costs

“C” - Well drained ground, highest land classification with a market value of \$12,000 to \$13,000 per acre and net income of \$404.90 per acre with annual ag economic productivity of \$743.26 per acre (average yield of 97 % of optimum) and \$338.36 per acre production costs

“D” - Well drained ground, high land classification with improved farmability and a market value of \$11,500 to \$12,500 per acre and net income of \$427.89 per acre with annual ag economic productivity of \$766.25 per acre (average yield of 100% of optimum) and \$338.36 per acre production costs

Using the agricultural economic productivity values from the previous page, potential benefits values were determined for the system based upon a 25 year effective life with proper maintenance. Private improvement costs were depreciated over the same 25 year period and a 3.0 % return on system investment was used.

### Increased Productivity Evaluation

| <u>CROP</u> | <u>OPTIMUM YIELD</u> | <u>COMMODITY VALUE</u> | <u>POTENTIAL INCOME</u> | <u>ROTATION ADJUSTMENT</u> | <u>ADJUSTED INCOME</u> |
|-------------|----------------------|------------------------|-------------------------|----------------------------|------------------------|
| Corn        | 200                  | \$4.50                 | \$900.00                | 50%                        | \$450.00               |
| Soybeans    | 55                   | \$11.50                | \$632.50                | 50%                        | <u>\$316.25</u>        |
|             |                      |                        |                         | Total                      | <b>\$766.25</b>        |

**Expenses:**

|              |                                  |
|--------------|----------------------------------|
| Corn         | \$448.05 x 50% = \$224.03        |
| Soybeans     | \$228.66 x 50% = <u>\$114.33</u> |
| <b>Total</b> | <b>\$338.36</b>                  |

**Optimum Net Income**     $\$766.25 - \$338.36 = \$427.89$

### Benefit Determination

|  | <u>"A"</u>                            | <u>"B"</u>                            | <u>"C"</u>                            | <u>"D"</u>                          |
|--|---------------------------------------|---------------------------------------|---------------------------------------|-------------------------------------|
| Crop Income  | 80% x \$766.25<br>= \$ 613.00         | 90% x \$766.25<br>= \$689.63          | 97% x \$766.25<br>= \$743.26          | 100% x \$766.25<br>= \$766.25       |
| Production cost  | <u>- \$338.36</u>                     | <u>- \$338.36</u>                     | <u>- \$338.36</u>                     | <u>\$ 338.36</u>                    |
| Net income   | \$274.64                              | \$351.27                              | \$404.90                              | \$427.89                            |
| Previous Income  | <u>- \$0.00</u>                       | <u>- \$80.00</u>                      | <u>- \$236.33</u>                     | <u>- \$351.27</u>                   |
| Increased Income   | \$274.64                              | \$271.27                              | \$168.57                              | \$76.62                             |
| Private Improv.(Tile) -  | <u>\$61.00</u>                        | <u>\$61.00</u>                        | <u>\$41.00</u>                        | <u>\$30.00</u>                      |
| <b>Annual Increase</b>   | <b>\$213.64</b>                       | <b>\$210.27</b>                       | <b>\$ 127.57</b>                      | <b>\$46.62</b>                      |
| Present benefit value of annual increase in income for 25 years at 3% return | <u>x 17.4131</u><br><b>\$3,720.13</b> | <u>x 17.4131</u><br><b>\$3,661.45</b> | <u>x 17.4131</u><br><b>\$2,221.39</b> | <u>x 17.4131</u><br><b>\$811.80</b> |
| <b>Round to</b>  | <b>\$3,720.00</b>                     | <b>\$3,660.00</b>                     | <b>\$2,220.00</b>                     | <b>\$810.00</b>                     |

The drainage system as originally constructed does not provide agricultural drainage that meets recommended NRCS standards. The efficiency rate shown in the viewers' report is an indication of the effectiveness of the system currently in place. The proximity rate shown for each benefited parcel in this report further discounts the potential benefits received as a parcel's distance increases from the county drainage system. This allows for the construction of the public or private laterals required to improve the parcel's drainage to the recommended NRCS standard.

The viewers' report of acres benefited indicates the number of acres of each soil classification ("A", "B", "C", "D") and the benefit value for each classification type based on the increased agricultural production provided by the drainage system. No benefits were assigned to the acres designated as non-benefited. After the total benefits were determined for each parcel, the proximity rate and efficiency rate factors as described previously were applied to calculate the net benefits.

This report is respectfully submitted to the Redwood County Drainage Authority by:

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William Moldestad

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Tom Peterson

---

Shawn Wohnoutka

# CD # 25 Watershed





**REQUEST FOR BOARD ACTION**

|   |  |
|---|--|
| <b>Requested Board Date:</b> March 5, 2024  | <b>Originating Dept.:</b> Environmental  |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |  |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Nick B.                |
| Petition for Outlet into County Ditch 52<br>- Redwood Falls Port Authority  | <b>estimated time needed:</b> 10 minutes |
| <b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Accept petition for authority to use CD 52 as an outlet for municipal storm water. Appoint ditch viewer to review the project. Set time and date of final hearing on the petition for April 16, at 9:00am.

**Background Information:**

This petition was filed in connection with the City of Redwood Falls Reflection Ridge business park. The purpose is to secure the ability, on the part of the City of Redwood Falls, to outlet municipal storm water into the existing open ditch (CD 52), which includes bringing approximately 38.9 additional acres into the CD 52 watershed.

Mark Behrends redetermined CD 52 in 2021. Consequently, he is in a good position to evaluate the benefits in connection with this petition.

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 \*\***



## Agenda

**CD 52 Drainage Authority  
In the Matter of the Petition for Authority to Use County Ditch 52 as an Outlet  
Redwood Falls Port Authority, Petitioner  
March 5, 2024  
Redwood County Government Center  
Redwood Falls, Minnesota**

1. Adopt Agenda
2. Review Petition
3. Possible Action by Drainage Authority
  - Accept Petition
  - Continue Hearing for Further Information or Amendments
  - Reject Petition
4. Appoint ditch viewer to evaluate drainage benefits
  - Staff has confirmed that Mark Behrends is available to do the viewing
5. Set final hearing date
  - Proposed date – April 16 at 9:00 a.m.
6. Adjourn

**STATE OF MINNESOTA**  
**Before the**  
**REDWOOD COUNTY BOARD OF COMMISSIONERS**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**County Ditch #52**

In The Matter of Petition for Authority  
to Use County Ditch #52 as an Outlet

---

**PETITION FOR OUTLET**

---

Pursuant to Minn. Stat. § 103E.411, Petitioner seeks authority to use Redwood County Ditch #52 as an outlet for drainage. For their Petition, the undersigned Petitioner states and alleges the following:

1. Petitioner owns property which includes the Reflection Ridge Business Park Addition to the City of Redwood Falls, Redwood County, Minnesota.
2. Petitioner requests express authority from the Redwood County Board of Commissioners, acting as the drainage authority for County Ditch #52, to use County Ditch #52 as an outlet for a municipal storm water drainage system installed to benefit the following properties:
  - a. Approximately 129.9 acres within part of the Reflection Ridge Business Park Addition to the City of Redwood Falls, Redwood County, Minnesota (the "Property"), as depicted on Exhibit A, attached hereto. Of the 129.9 acre watershed, approximately 38.9 will be collected in a bottom filtration pond and then metered out to through a new 12" non-perforated drain tile which will outlet into County Ditch #52.
3. The use of County Ditch as an outlet for drainage is necessary because it is an efficient outlet for the conveyance of water from the Property, and because the entirety of the Reflection Ridge Business Park Addition property already drains into County Ditch #52 through overland flow and existing agricultural drain tile. Minn. Stat. § 103E.411, Subd. 1(1).
4. The use of County Ditch #52 will be of public benefit and utility because it will (1) enable new commercial and industrial construction and development (2) protect property and roads from overflow and flooding. Minn. Stat. §§ 103E.411, Subd. 1(2); 103E.005, Subd. 27. Particularly, the use of County Ditch #52 will both (1) enable the construction of the Redwood Falls Reflection Ridge Business Park Project and (2) protect the property and roads established by the Reflection Ridge Business Park. Further, the use of County Ditch #52 will promote the public health because it will (1) improve the general sanitary condition of the Property by drainage and (2) prevent overflow of the Property that produces or tends to produce unhealthful conditions. Minn. Stat. §§ 103E.411, Subd. 1(2); 103E.005, Subd. 25.





**REQUEST FOR BOARD ACTION**

|   |   |
|---|---|
| <b>Requested Board Date:</b> 3/5/24   | <b>Originating Dept.:</b> Maintenance   |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |   |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Loren Gewerth         |
| Emergency snow removal  | <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 emergency snow removal back up plan with Gordy Serbus & Sons gravel LLC

**Background Information:**

This plan would cover the Government Center, LEC, Justice Center, Government Services Building, and Public Health parking lots, sidewalks and entrances in the event of equipment breakdowns and staff shortages. Plan requires an 8 hour notice and \$750 on call fee plus \$750 per hour. Also, if salting is needed up to \$2000. Two other contractors declined because of insurance requirements.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 2/14/24

Date Requestor Requires Review Completion: 2/16/24

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

**Exhibit A**  
**Scope of Work**

**Snow Removal as follows in case of emergency**

**2/13/24**

Completely remove snow prior to 7:30 AM at an hourly rate of \$750 per hour for amount of time needed.

Included: pushing snow in lots, sweeping sidewalks, clean entrances. Salt sidewalks and lots if necessary.

Additional Follow up during the day if heavy snow accumulation is present over 3 inches

Time needed for notification to proceed with snow removal? 8+hrs , requiring \$750 on call fee for additional staff.

Up to \$2000 fee for salting (if necessary).

**Contact – Craig Serbus – 507-430-0650**

Locations:

**Government Center** – 403 S Mill St – West and SE parking lots, (53800 sq ft)

Sidewalks – (1230 lin ft) of varying width

**Law Enforcement Center** – 303 E Third St – 2 parking lots – South and East (24600 sq ft),

PD parking (West) (4200 sq ft)

Sidewalk – City block and LEC front entrance, building S&E sidewalks and jail entrance (1500 lin ft)

**Justice Center** – 250 S Jefferson St – 1 parking lot (16000 sq ft),

Sidewalks – City block & S front sidewalk (1080 lin ft) median sidewalk (210 sq ft) and entrances (960 sq ft)

**Public Health** – 266 E Bridge St – 1 Parking lot (17100 sq ft)

Sidewalks and stairs – (675 lin ft)

**GSB (old Human Services)** – 302 E Third St – no parking lot – alley behind building – (1500 Sq ft)

Sidewalks and stairs – (380 lin ft)

Total parking lot sq footage – 117,200

Total sidewalk lin ft – 4865 lin ft

JC entrances and median sq ft – 960sq ft and 210 sq ft = 1170 sq ft

# **County of Redwood, Minnesota Service Contract**

## **A.1 DATES AND PARTIES**

A.1.1 THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Redwood, herein called the "County," and Gordy Serbus & Sons Gravel LLC, located at 33379 Magnolia, Ave. Redwood Falls, MN, herein called the "Vendor."

## **B.1 AGREEMENT**

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase Snow Removal Services from said Vendor as outlined in the Scope of Services contained in Exhibit A which is hereby made a part of this agreement and the Vendor shall perform said services all in accordance with this Agreement.

## **C.1 TERM OF CONTRACT**

C.1.1 The term of this Contract is from February 20, 2024 through June 1, 2024, inclusive.

## **D.1 SPECIAL CONDITIONS**

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

## **E.1 CONTRACT AMOUNT**

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is as outlined in Exhibit A.

## **F.1 INCREASE**

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

## **G.1 PAYMENT**

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent. Vendor shall submit an itemized invoice upon termination of the Agreement as stated in Section C.1.1. in a form acceptable the County's Authorized Representative.

The County will promptly pay Vendor after Vendor presents an itemized invoice for the services actually performed and the County's Authorized Representative accepts the invoiced services. The County shall mail payment of the approved amount to the Vendor for all services satisfactorily performed or make reasonable arrangements for payment acceptable to the Vendor. 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 Vendor will be made by the County when all work and services have been satisfactorily performed as determined by the County in accordance with this Agreement. All payments shall be issued to:

Gordy Serbus & Sons Gravel LLC  
33379 Magnolia Ave  
Redwood Falls, MN

## **H.1 GUARANTEE**

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

## **I.1 BOND**

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

## J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. If insurance expires during the term of this Contract a new Certificate of Insurance must be provided to the County at least 10 days prior to the expiration date. The new insurance must meet all the same terms as outlined in this Section J.1.
- J.1.2 The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Vendor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.
- J.1.3 General Liability Insurance
- J.1.3.1 Minimum of \$1,500,000 each occurrence  
Minimum of \$3,000,000 aggregate
- J.1.3.2 Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability.
- J.1.3.3 Redwood County **must be named as additional insured.**
- J.1.3.4 An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. Redwood County must also be named as additional insured on the excess or umbrella policy.
- J.1.4 Business Automobile Liability Insurance
- J.1.4.1 Minimum of \$1,500,000 each occurrence  
Minimum of \$3,000,000 aggregate
- J.1.4.2 Must cover owned, nonowned, and hired vehicles.
- J.1.4.3 Redwood County **must be named as additional insured.**
- J.1.4.4 An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements.



Redwood County must also be named as additional insured on the excess or umbrella policy.

J.1.5 Worker Magnolias' Compensation and Employer's Liability Coverage

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

J.1.5.2 Employer's liability coverage with minimum limits of:

Bodily injury by accident: \$500,000 each employee

Bodily injury by accident: \$1,500,000 each incident

Bodily injury by disease: \$500,000 each employee

Bodily injury by disease: \$1,500,000 policy limit

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

J.1.6 Indemnification Clause

J.1.6.1 Except as may be caused by the sole negligence of the County or its employees, Vendor shall indemnify and save harmless the County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Vendor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.6.2 Vendor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.6.3 This provision is not intended to create any cause of action in favor of any third party against the Vendor or the County or to enlarge in any way the Vendor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Vendor's or the Vendor's agents' performance hereunder.

**K.1 UNAVOIDABLE CIRCUMSTANCES**

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

**L.1 RIGHT TO TERMINATE**

L.1.1 County reserves the right to terminate this Contract immediately without penalty, at any time during the contract period for failure of Vendor to perform as specified in Exhibit A or to the reasonable satisfaction of County, upon notification to Vendor.

**M.1 ASSIGNMENT**

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

**N.1 INDEMNIFICATION**

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

**O.1 COMPLIANCE WITH LAWS**

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

**P.1 RECORDS AUDITING AND RETENTION**

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

**Q.1 WAIVER**

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

**R.1 MODIFICATIONS/AMENDMENT**

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

**S.1 SEVERABILITY**

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

**T.1 FINAL AGREEMENT**

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

**U.1 EXECUTION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Gordy Serbus & Sons Gravel LLC

COUNTY OF REDWOOD

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

By: \_\_\_\_\_  
James Salfer, Board Chair

By: \_\_\_\_\_  
Vicki Kletscher, County Administrator

APPROVED AS TO FORM

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



REQUEST FOR BOARD ACTION

|  |                                    |
|--|------------------------------------|
| Requested Board Date: 03-05-2024   | Originating Dept.: Technology      |
| Preferred 2 <sup>nd</sup> Date:  |                                    |
| Discussion Item:   | Presenter: Paul Parsons            |
| EV Reach aka Goverlan  | estimated time needed: 3-5 minutes |
| Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only |                                    |

If Action, Board Motion Requested:

Redwood County Board of Commissioners, please review quote, to purchase EV Reach for \$1084.00

Background Information:

EV Reach aka Goverlan is a remote desktop application that Redwood County IT uses to assist end users. We purchased this back in 2020 and have been using it daily since.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 10-06-2023

Date Requestor Requires Review Completion: 02-26-2024

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 \*\*



Invoice No. GOVERLAN-18578  
Status Quoted

Bill To Name Redwood County, Minnesota  
Bill To 403 South Mill Street  
P.O. Box 130  
Redwood Falls, Minnesota 56283  
United States

Created Date 11/30/2023  
Prepared By Carolina Jimenez  
Quote Expires On 12/23/2023

Contact Name Paul Parsons  
Email paul\_p@co.redwood.mn.us

| Product Code      | Product                              | Sales Price | Quantity | Total Price  |
|-------------------|--------------------------------------|-------------|----------|--------------|
| SKU-GOV-OP-STD-YE | Operator - Standard Edition - Yearly | USD 542.00  | 2.00     | USD 1,084.00 |

Description Quote# 00065802 Grand Total USD 1,084.00

### EasyVista Disclaimer and Terms of Use

Client shall mention their taxable status for the sales tax and send the applicable percentage to the products and/or services along with the purchase order. If the products and/or services are taxable in the State where products and/or services are used or delivered, and the Client claims the sales tax is not applicable to them, they shall send an exemption form or resale certificate to the Supplier. If Supplier is not required to collect the sales tax in a specific State where the Client is located, it is the Client responsibility to self-assess the sales tax (use tax) in that State when required by State laws and regulations.

This Commercial Proposal for Software License and Associated Software Services Contract is subject to EasyVista's contractual documents listed in descending order of precedence : (i) this Commercial Proposal and the Delivery Email of the Software or the order's receipt of Software delivery acknowledgment, (ii) Specific Terms and Conditions and General Terms of the Software License and Associated Software Services, as appended.

Capitalized terms are defined in EasyVista terms and conditions.

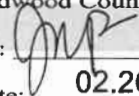
Please sign here to accept this quote, our terms, and order the above products

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

APPROVED AS TO FORM  
Redwood County Attorney

### \* PAYMENT \* INSTRUCTIONS \* (NET 30 day terms)

By:   
Date: 02.26.2024

- 1) Make checks payable to EasyVista, Inc. ( USD funds only )
- 2) Credit Card - Enter card data in the Billing Section of your my.goverlan account (you must be a License or Billing Admin)
- 3) Bank Wire – See our bank details below.

#### Bank Wire Details:

Account Name: EasyVista, Inc.  
Account No: 697 807 126  
ACH Routing No: 022 000 020

#### Remit To Address:

EasyVista, Inc.  
P.O. Box 200371  
Pittsburgh, PA 15251- 0371

# EASYVISTA



# Reach

**WIRE** Routing No: 021 001 088  
**California WIRE:** 122 240 861  
SWIFT Bank Code: MRMDUS33  
Bank Name: HSBC Bank USA, NA  
Bank Address: 452 5th Avenue, New York, NY 10018

Questions or special requests? Contact us at 888 330 4188 (+1 305 442 4788) or email [reach.sales@easyvista.com](mailto:reach.sales@easyvista.com)

**U.S. Federal Tax ID: 04-3484009**

- 1. DEFINITIONS**
- 2. PURPOSE**
- 3. EFFECTIVE DATE - DURATION**
  - 3.1 Effective Date and Duration of the Contract
  - 3.2 Effective Date and Duration of the License – Renewal
  - 3.3 Termination of License and Contract
- 4. DELIVERY OF THE SOFTWARE**
- 5. RIGHT TO USE THE SOFTWARE**
- 6. ASSOCIATED SOFTWARE SERVICES**
  - 6.1 Scope
  - 6.2 Term of Associated Software Services
  - 6.3 Remote Maintenance Work
  - 6.4 On-site Work
  - 6.5 Exclusions
- 7. FINANCIAL TERMS AND CONDITIONS**
- 8. SUPPLIER'S OBLIGATIONS AND GUARANTEES**
  - 8.1 Intellectual property
  - 8.2 Compliance
  - 8.3 Sub-contracting
- 9. CLIENT'S OBLIGATIONS AND GUARANTEES**
  - 9.1 Intellectual Property of Client Data
  - 9.2 Use of the Software
  - 9.3 Collaboration
- 10. NON-INFRINGEMENT WARRANTY**
- 11. AUDIT**
- 12. PERSONAL DATA**
- 13. CONFIDENTIALITY**
- 14. LIMITATION OF LIABILITY**
  - 14.1 Exclusions
  - 14.2 Limitation of liability
  - 14.3 Force majeure
- 15. TERMINATION FOR MATERIAL BREACH**
- 16. MISCELLANEOUS**
  - 16.1 Insurance
  - 16.2 Corporate Social Responsibility (CSR)
  - 16.3 Assignment
  - 16.4 Non-Solicitation
  - 16.5 Waiver of rights
  - 16.6 Severability
  - 16.7 Headings
  - 16.8 Business references
  - 16.9 Survival of clauses
  - 16.10 Entire agreement of the parties
  - 16.11 Export compliance
  - 16.12 Government restricted rights
- 17. NOTIFICATION AND SIGNATURE**
- 18. DISPUTES**
  - 18.1 Search for an amicable agreement
  - 18.2 Governing law
  - 18.3 Jurisdiction



## 1. DEFINITIONS

**"Associated Software Services"** means services directly related to the operation of the Software in accordance with the terms and conditions set forth in the Specific Terms and Conditions and the Order Form, which may, by way of example, include hosting, support, maintenance and/or assistance services.

**"Beneficiary"**: means any affiliate company of the Client which benefits from the same right to use the Software as the Client and the same Associated Software Services under a single Contract as expressly permitted by Supplier under provisions of the Commercial Proposal and the Order Form.

**"Client"**: means the legal person or entity identified in the Order Form as the Supplier's contracting party under the Contract.

**"Client Data"** means information created or collected by the Client, or by the Software as derived of information provided by Client itself and processed with the Software.

**"Client Third Party Software"** means standard or specific computer programs published or developed by the Client, Beneficiary or a third party.

**"Commercial Proposal"** means a written document in digital form issued by Supplier to Client describing a Supplier's offer to Client for the Software, the Associated Software Services and the Parties.

**"Contract"**: means the agreement between the Parties as set out in the following written document in digital form listed in descending order of precedence:

- (i) this Order Form and the Delivery Email of the Software or the order's receipt of Software delivery acknowledgment,
- (ii) the Commercial Proposal,
- (iii) Specific Terms and Conditions of the Software license and Associated Software Services set forth in the Order Form,
- (iv) General Terms and Conditions of the Software License and Associated Software Services.

Any future amendments bear a date corresponding to the date of entry into force of the stipulations they contain but do not modify the initial date of entry into force of the Contract.

**"Delivery Email"** has the meaning assigned thereto in the Section "DELIVERY OF THE SOFTWARE"

**"Documentation"** means descriptions of the functionality and specifications of the Software and procedures for installing and using the Software, which are accessible via the website mentioned in the Specific Terms and Conditions.

**"Implementation"** means the deployment, configuration, integration, training and consulting services provided by EasyVista to the Customer as further described in the Statement of Work, if applicable.

**"License"**: means the right to use the Software, as described in the Contract. The

Order Form indicates whether the Software is used within the framework of:

- a **"Hosted License"**, which means a License granted for Hosted use. **"Hosted"** means use of the Software exclusively in such a form and manner as installed outside of the Client's - and if set out in the Order Form, the Beneficiaries'- site and servers to which the Client is granted only remote access and, if set forth in the Contract, to which the Beneficiaries may have the same. The Software is provided to Client as a dedicated instance.

Or,

- a **"SaaS License"**, which means a License granted to Client - and if set out in the Order Form, the Beneficiaries'- for software as a service (hereinafter SaaS) technology service. **"SaaS"** means use of the Software as Hosted License except that the Software is installed on a multitenant architecture.

Or,

- an **"On Premise License"**, which means a License granted to Client - and if set out in the Order Form, the Beneficiaries'- for On Premise use. **"On Premise"** means use of the Software deployed on the Client's owned and controlled site and servers.

**"Order Form"** means a written document provided by Supplier in electronic form, executed by both Parties, by which the Client orders rights to use one or more Software and Associated Software Services. The release of his purchase order by the Client does not exclude the provisions of the Supplier's Order Form. Any Statement of Work executed by both Parties shall be deemed part of the Order Form.

**"Party"** means either Supplier or Client, and **"Parties"** means collectively the Supplier and the Client.

**"Perpetual License"** means a grant of the License for the duration of copyright provided by the United States Code for computer program.

**"Software"** means the standard computer programs made available to the Client by the Supplier to meet its needs in accordance with Software Documentation and the terms and conditions set forth in the Contract. The Software covered by the Contract is specified in the Order Form.

**"Statement of Work"** means, if applicable, the plan in writing agreed between the Parties describing Implementation of the Software and provision of the Software Services by EasyVista to the Customer and their related matters.

**"Subscription License"** means a limited grant of the License for a duration of time set forth in the Specific Terms and Conditions.

**"Supplier"**: means the legal entity belonging to EasyVista group identified in the Order Form and which is the Client's contracting party granting the License and providing the Associated Software Services.

**"Update"**: any altered or new Functionality or Software performance enhancement not directly related to an Incident.

**"Major Update"**: any significant Update of the Software covering one or more of the following aspects: functionalities, user interface, technical architecture or performance.

**"Minor Update"**: an Update that primarily contains a Fix.

**"Version"**: means generally any Minor Update or Major Update to the Software.

Any terms and definitions used in the General Terms and Conditions that are not defined therein, are defined in the Specific Terms and Conditions, the Order Form or the Documentation.

## 2. PURPOSE

The purpose of each Contract between Supplier and Client is that Supplier, as further described in the Specific Terms and Conditions, the Order Form, and the Documentation, in consideration of a fee paid by Client, (i) grants to Client the License, (ii) delivers and provides to Client use and access to the Software and (iii) performs for Client the Associated Software Services, all of the foregoing as described in the Specific Terms and Conditions and the Order Form.

## 3. EFFECTIVE DATE - DURATION

### 3.1 EFFECTIVE DATE AND DURATION OF THE CONTRACT

The Contract starts upon complete execution of the Order Form by both Parties, unless effective date is otherwise governed by law, such as, by way of example but not restrictively, in the case of public-sector contracts. The Contract remains in full force and effect until the expiration of the License term, unless terminated earlier by law or as set forth in the Contract.

### 3.2 EFFECTIVE DATE AND DURATION OF THE LICENSE – RENEWAL

#### A. GENERAL RULES

Depending on the Order Form, the License may be entered into for a fixed term with a fixed number of years of subscription under the Subscription License (for example a *3-year renewable license*) or for a permanent term under the Perpetual License, to the extent permitted by applicable law.

Any and all Licenses begin on the day of delivery of the Software as described in the Section 4 "DELIVERY OF THE SOFTWARE". Billing for any and all Licenses commences on the date agreed between the Parties and set out in the Order Form (the Start Date).

#### B. RULES SPECIFIC TO SUBSCRIPTION LICENSES

The Subscription License remains in effect until the later of either (i) the end of the Initial Term or (ii) the end of the renewal term of the Subscription License ("**Renewal Term**"), unless terminated as described under Section 3.3 "TERMINATION OF LICENSE AND CONTRACT."

"**Initial Term**" means the initial license term set forth in the Order Form that begins on the Start Date.

At the end of the Initial Term and at the end of a Renewal Term, the Subscription License tacitly renews for the same duration.

The renewal of the License automatically renews the Associated Software Services.

#### C. RULES SPECIFIC TO PERPETUAL LICENSES

Subject to maintenance renewal, Perpetual Licenses remain in effect for the duration of the Software's copyright under applicable law, unless terminated by law or as set forth in the Contract.

### 3.3 TERM OF LICENSE AND CONTRACT

For Subscription License, the duration of the Associated Software Services is inseparable from the duration of the License set forth in the Order Form. They are therefore automatically renewable with the License and end at the same time as the end of the License, in accordance with the provisions of Article 3.3 TERM OF THE LICENSE AND CONTRACT.

For Perpetual License, the Associated Software Services are provided for the duration agreed between the Parties in the Order Form and are tacitly renewable unless terminated by registered letter with acknowledgement of receipt sent at least ninety (90) calendar days prior to the expiration date.

Unless expressly required otherwise by law, the Contract may not be terminated in any other way than described in the Contract.

Termination of the Contract means termination of both the License and the Associated Software Services.

Either Party may terminate the Contract as follows:

- **Subscription License**: Each Party may terminate the Subscription License without cause prior to its expiration date by giving at least ninety (90) calendar days notification to the other Party. Termination notice shall be sent by registered letter with acknowledgement of receipt sent. Upon receipt of a notice of such termination, the receiving Party shall take all action necessary to discontinue work or further commit the terminating Party's funds.
- **Perpetual License**: The Client may proceed to the early termination of the Perpetual License. Notification shall be sent by registered letter with acknowledgement of receipt. Termination is effective at the end of the notice

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period provided in the letter which may not be less than ninety (90) calendar days or, if later, at the end of the current subscribed maintenance period.

- Notification of termination for breach as set forth in the Section 15 "TERMINATION FOR BREACH".
- Payment upon Termination With or Without Cause. Supplier shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the Client.

#### **4. DELIVERY OF THE SOFTWARE**

Unless otherwise stipulated in the Specific Terms and Conditions, Software is deemed to be delivered and accepted by the Client when the Supplier sends a unique electronic key or download link to the Client ("**Delivery Email**").

The delivery date is the date automatically recorded by the Supplier's information system. This date, notified to the Client by electronic message, is proof of delivery.

The Software is delivered in object code and not in source code.

#### **5. RIGHT TO USE THE SOFTWARE**

The Supplier grants the Client for its direct beneficial business purpose a non-exclusive, non-assignable and non-transferable right to use the Software for the processing of Client Data during its activity, worldwide and for the duration, quantity and services provided for in the Contract.

The Client shall use the Software in accordance with Documentation and the terms and conditions set forth in the Contract.

The right to use the Software may only be exercised by Authorized Users, as defined in the Specific Terms and Conditions.

This license applies to all successive Versions of the Software provided for under the Contract.

The Software may include third party software components licensed by Supplier, which are licensed under proprietary or Open-Source licenses, and which are governed in addition to these General Terms and Conditions by their own license terms. The list of Open-Source software and associated source codes, if any, can be provided for by Supplier upon request by Client, or found in the Documentation.

#### **6. ASSOCIATED SOFTWARE SERVICES**

##### **6.1 SCOPE**

The Supplier provides Associated Software Services under the terms of these General Terms and Conditions, the Specific Terms and Conditions and the Order Form.

The Supplier shall use reasonable efforts to perform Associated Software Services in accordance with the relevant best practices.

The Associated Software Services are provided for the Software as referred to in the Documentation, in accordance with the Supplier's end of life policy set out in the Documentation and in the Specific Terms and Conditions. The Client must follow the Supplier's Update as defined in the specific Terms and Conditions. Supplier will not be responsible for any failure of the Client to install any latest or updated version of the Software. For clarification purpose, are excluded from support and corrective maintenance: (i) interventions rendered unnecessary by patches included in updates prior to the last two Major Updates or (ii) versions of the software that have been installed for more than two years at the date of the request for support or corrective maintenance, with the exception of security patches considered critical by the supplier.

##### **6.2 REMOTE MAINTENANCE WORK**

In order for the Supplier to provide the Associated Software Services by remote maintenance, the Client must install a telephone line dedicated to computer communications and a secure Internet connection in accordance with the Supplier's Documentation.

The Client is responsible for choosing the telecommunications operator and service providers who will set up, maintain and connect the telecommunications resources required to use the Supplier's Software.

The Client shall be solely responsible for the acquisition of the equipment necessary for remote maintenance and their upkeep (switch, coupler, etc.). The Client alone shall bear the costs of remote maintenance telephone calls and, more generally, all connection costs.

##### **6.3 ON-SITE WORK**

On-site work shall be carried out during the Client's working hours as communicated to the Supplier, unless otherwise agreed between the Parties. Client shall communicate to Supplier the health and safety rules applicable on its premises and the latter shall communicate them to its personnel who work on the Client's site.

##### **6.4 EXCLUSIONS**

Associated Software Services do not cover assistance to either use Client Third Party Software or their maintenance, which are the sole responsibility of the Client.

Where the License is On Premise, the Client must use the Software in such a way as to provide a reasonable level of security and protection for the use of the service and its access. For On Premise License, Associated Software

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Services do not cover:

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- supply of software or hardware resources against malware or cybercriminal intrusions, which are the sole responsibility of Client;
- the restoration of all or part of the Client Data, the backup of which is the sole responsibility of Client. Notwithstanding the foregoing, data repair may be the subject of a specific order to the Supplier, as agreed upon separately between the Parties.

## **7. FINANCIAL TERMS AND CONDITIONS**

The prices as well as the terms, methods and currency of payment are set forth in the Order Form. By default, invoicing currency will be as applicable in the Supplier's country and the payment term is 30 days from the date of the invoice.

Billing starts on the Start Date set out in the Order Form.

Prices do not include applicable taxes. Prices are automatically revised and amended each year, including in the event of a Contract renewal, according to the following provisions unless otherwise agreed by the Parties.

In order to comply with tax and accounting rules, the Client shall issue, if necessary for its purchasing procedure, a new Order Form not signed by the Parties one calendar month before each anniversary date of the License Start Date as indicated in the initial Order Form signed by the Parties.

The Supplier shall send invoices to the Client's address indicated in the initial Order Form signed by the Parties. In the event of a change of invoicing address, if possible the Client shall notify the Supplier in writing at least one calendar month before the anniversary date of the invoicing. Otherwise Client shall notify the Supplier in writing of such change as soon as known to Client.

**Rate Increase Rules.** The Parties agree that upon each contract year of the License, Supplier may increase its standard fee rates specified in the Order Form upon thirty (30) days' prior written notice to Client; provided, that:

(a) such increases occur no more frequently than once per contract year of the term; and

(b) the amount of such increase shall equal the greater of:

(i) ten percent (10%), or

(ii) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceased to be published, such other similar index as will be specified by the Supplier

The following formula for each of the prices provided for in the Order Form will apply:

$P(t) = P(t-1) \times \text{Index}(t) / \text{Index}(t-1)$  where:

-  $P(t)$  is the price after revision at the annual maturity,

-  $P(t-1)$  is the price set out the Order Form and then the price invoiced at the previous annual maturity date,

-  $\text{Index}(t-1)$  is the last published CPI at the date of the Order Form, then the CPI used for the revision in the previous year,

-  $\text{Index}(t)$  is the CPI corresponding to the revision date one year later.

In the event of failure to pay or late payment by Client in accordance with the terms of the Contract, Client shall automatically be liable for (i) late payment interest calculated in accordance with the terms and conditions indicated in the Order Form and for (ii) collection penalties for reasonable charges incurred.

Late payment may also result in the suspension of the Associated Software Services and the access to the Software. Moreover, if the Client purchased an On-Premise Perpetual License, and Client has not paid after written notice, Supplier may elect to amend the Contract to substitute the On-Premise Perpetual License for an annual On-Premise Subscription License. To this end, Supplier will send to Client a registered letter with acknowledgement of receipt notifying the substitution. This amendment comes into force 90 days after the letter is sent. The 91<sup>th</sup> day is the commencement of the On-Premise Subscription License and the billing cycle, and fees will be subject to Supplier's price list.

For any late renewal, the Supplier will apply a surcharge of 20% of the Supplier's price list multiplied by the number of months which were not paid as of reactivation date.

The Supplier may also adjust its for License and Associated Software Services if the Client failed to renew License and/or Associated Software Services after their term has expired.

## **8. SUPPLIER'S OBLIGATIONS AND GUARANTEES**

### **8.1 INTELLECTUAL PROPERTY**

The Supplier represents and warrants to the Client that it (i) owns the intellectual property rights or the sufficient right and license to distribute, grant use, and grant access to Client to the Software under the terms and conditions of the Contract; and (ii) that Client's use of the Software in accordance with the terms and conditions of the Agreement does not infringe on any third-party rights or is in violation of an agreement between Supplier and a third party.

## **8.2 WARRANTY**

Supplier warrants to Client that the Software shall reasonably conform to the features described in the Specific Terms and Conditions and in the Documentation during the term of the Contract, being specified that (i) the Software can be subject to reasonable Incidents as defined in Specific Terms and Conditions ("STC") which are fixed in accordance with the provisions of these STC, (ii) the Supplier implements evolutions from time to time in its Updates to improve the efficiency and quality of the Software as set forth in the STC and the Documentation.

Client is responsible to ensure that the functionality of the Software meets its needs and no guarantee regarding fitness for a particular purpose is provided by the Supplier.

This warranty does not apply if the Software has been modified by the Client or by a third party, except for the modifications previously commonly agreed by Client and Supplier.

Client acknowledges and accepts that Supplier updates the Documentation according to the corrections and evolutions made to the Software. Client is responsible for complying with terms and conditions of any third-party software or component Client may use in conjunction with the Software.

## **8.3 SUBCONTRACTING**

Supplier is responsible for the Associated Software Services that it subcontracts to a subcontractor and shall pay any invoices issued by the subcontractor under the subcontracting agreement between it and the Supplier.

## **9. CLIENT'S OBLIGATIONS AND GUARANTEES**

### **9.1 CLIENT DATA**

The Client warrants that the Client Data is its sole and exclusive property or that it has the right to collect and process such data.

Client is responsible for the accuracy, quality and legality of its Client Data and the means by which it has acquired by them. Client grants Supplier a limited license to use, copy and display Client Data to the extent strictly necessary to perform the Contract and improve the Software. Supplier's use of Client Data or data created, collected, received, stored, used, maintained, or disseminated by Supplier pursuant to this Agreement must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). No reports, documents, or other information that are generated under this Agreement shall be released by Supplier except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative. If Supplier receives a request to release Client Data or data created, collected, received, stored, used, maintained, or disseminated by Supplier pursuant to this Section 9.1, Supplier shall notify Client immediately and consult with Client as to how Supplier should respond to the request. Supplier's response shall comply with applicable law.

### **9.2 USE OF THE SOFTWARE**

Client must use the Software in strict compliance with the Contract, the Documentation and applicable law and regulation. It shall not directly or indirectly infringe copyrights in the Software and shall maintain all proprietary notices appearing on the components of the Software, including its Documentation, which the Supplier updates regularly.

Client is responsible for Authorized Users and their compliance with the Contract, as further defined in the Specific Terms and Conditions, and shall not make the Software available to anyone other than Authorized Users.

If Beneficiaries also have the right to use the Software pursuant to the Commercial Proposal, Client shall be responsible for Beneficiaries' compliance with the terms of use of the Software and the Contract.

Client shall prevent any unauthorized use of the Software or any use of the Software in a manner that would cause any material risk to Supplier's security, and shall promptly notify Supplier of any use of the Software that is not in compliance with the Contract of which it is aware, as well as of the measures taken by it to stop and prevent in the future such non-compliance.

Client shall not adapt, arrange, translate, reverse engineer, or otherwise modify the Software, in particular for the purpose of creating, broadcasting or marketing derivative or similar software. The Client shall not rent or transfer the right of access to the Software, whether for free or in return for payment.

Client shall not tamper with the integrity of the Software and shall not attempt to gain unauthorized access to the Software or to the Platform from which it may use the Software in hosted mode.

For the sole purpose of training Authorized Users, Client may, in quantities commensurate with the training purpose, make copies of the Documentation, provided that it does so without modifying the content or altering the Supplier's intellectual property notices.

Client is prohibited from reproducing the Software in whole or in part by any process whatsoever, and for any reason whatsoever, other than a single backup copy.

The backup copy remains the property of the Supplier. It must be protected against theft and computer fraud. The General Terms & Conditions – February 17, 2023, v1.2

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Client must ensure that no one keeps another copy of the Software or distributes it.

It is prohibited to disassemble or decompile the Software, particularly in an attempt to obtain the source programs. The information necessary for the interoperability of the Software with other software is available from the Supplier in accordance with the applicable legislation.

In the event that the scope (i.e: number of Authorized Users, of machines or of sites) provided for in the Order Form is exceeded, the Client shall pay, within one (1) month from the date of notification by the Supplier, an additional fee calculated on the basis of the Order Form prices with the application of a coefficient of 1.2 as a fixed penalty, without prejudice to the Supplier's right to institute infringement proceedings and in addition to any other of Supplier's remedy by law, contract, or tort.

Client shall be responsible for entering into necessary license agreements for the use of Client Third-Party Software directly with the editor or distributor and shall be responsible for terminating them.

### **9.3 COLLABORATION**

Supplier shall exercise its duty to advise the technical contact persons indicated by Client. If a replacement is required, the name of the new contact person for the Client shall be notified to the Supplier by e-mail.

The Client and the Supplier may meet once a year at the Supplier's initiative in a strategic steering committee bringing together their decision-makers and key contacts in order to discuss the performance and execution of the Contract. Recommendations may be jointly formulated in a committee report communicated to the representatives of the Parties, who undertake to communicate them to their respective teams.

Client's technical contacts shall be available to answer any questions to facilitate the performance of the Associated Software Services and the Software.

Client must comply with the Supplier's minimum technical conditions of use which are accessible via the hyperlink indicated in the Specific Terms and Conditions.

Client shall ensure that its staff is sufficiently skilled for the use of the Software.

Client is responsible for Client Data created or used in conjunction with the Software and ensures its conservation.

Client must allow the Supplier's technicians access to its information system so that the Supplier can provide the Associated Software Services and must not undertake any operation that directly or indirectly impedes or delays the Software or Supplier's services.

### **10. NON-INFRINGEMENT WARRANTY**

The Supplier shall indemnify the Client against any claim brought against the Client by a third party alleging that the use of the Software as provided for in the Contract infringes the intellectual property rights of that third party.

The Client shall indemnify and hold the Supplier harmless against any claim brought against the Supplier by a third party alleging that the Client Data processed with the Software or Client Third Party Software infringes the intellectual property rights of that third party.

If either Party is found liable by a final court decision, the other Party (the "Guarantor Party") shall indemnify the Party obliged to comply with the order for all damages that that Party shall be required to pay as well as reasonable attorney's fees incurred by it, provided that the Guarantor Party receives from the Party obliged to comply with the order evidence of the third party's claim for payment of the damages and attorney's fees invoiced and paid.

The Guarantor Party shall be bound only if (i) the Defending Party promptly notifies the Guarantor Party, (ii) the Defending Party delegates to the Guarantor Party the strategy of defending its own interests in the litigation as well as drafting and communicating responses to the claim, and (iii) the Defending Party provides the Guarantor Party with all reasonable cooperation.

In the event that a ban on the use of the Software is imposed as a result of an infringement action or results from a settlement signed by the Supplier with the plaintiff in the infringement action, the Supplier may, at its option and at its own expense, either:

- obtain the right for the Client to continue the use,
- replace the element in question with an equivalent element that is not the subject of an infringement action or modify it in such a way as to avoid the said infringement;
- terminate the Contract and refund the license fee only on a *pro rata temporis* basis for the period during which Client has been unable to use the Software since the date of the Order Form or renewal due to the infringement action. If the License is perpetual, the *pro rata temporis* rule applies over a period of five (5) years.

### **11. AUDIT**

Supplier may request and conduct an audit at the Client's premises in order to verify compliance with the Contract, in particular compliance with the terms of use of the Software and any applicable statutory or legal provision.

Client may request an audit at the Supplier's premises to verify compliance of the Associated Software Services with the Contract.

The audit may be conducted by the Party itself or by an agent who has signed a confidentiality agreement.

The Party intending to conduct an audit shall notify the other Party of its request by registered letter with acknowledgement of receipt. The Parties shall agree on the date of the audit between fifteen (15) and thirty (30) calendar days from receipt of the letter.

The auditors shall work during the business hours of the Party at which the audit is being conducted unless the Parties agree otherwise. In the event that the audited Party's personnel are required to work more than one person-day, the audited Party shall inform the other Party, as appropriate, of the need to charge for time spent beyond that day. The audit shall be suspended until an agreement is reached.

Each Party may exercise its right to audit only once (1) in any twelve (12) month period. As an exception to the foregoing, any security audit shall be subject to the prior consent of the Supplier.

The results of the audit, by way of a reasonably detailed statement pursuant to industry standards, shall be communicated to the other Party. If the verification shows that the Client is using or deploying the Software or the Associated Software Services in a way non-compliant with the Agreement and/or exceeding quantity agreed, Client will pay to Supplier the additional due fees together with the penalty as provided for in section 9.2 of these General Terms, within thirty days of invoice date.

If the verification shows that Supplier is not in compliance with the Associated Software Services or its Documentation in accordance with the terms of the Contract, Supplier shall pay all costs associated with the audit and Client shall have the



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option to immediately terminate the contract without any additional fees.

## **12. PERSONAL DATA**

Subject to separate data protection and processing agreements between the Parties in connection with the Software and Software Services under this Contract, each of the Parties guarantees to the other Party with regard to the protection of personal data, in particular, with regard to the respect of (i) the European regulation on the protection of personal data (GDPR), (ii) the national legislation applicable to it and (iii) the provisions of the Personal Data Protection Agreement agreed between the Parties (hereinafter the "Legal Provisions of Privacy"), that:

Client, as the data controller of the personal data, must comply with Legal Provisions of Privacy applicable to it: collection of personal Client Data according to their nature, consent of the data subjects where applicable, rights of access, rectification, erasure, limitation of processing, opposability, portability, legality and purpose of the processing, proportionality of Client Data collected in relation to the purpose of the processing, fairness in collection and processing of Client Data, the length of time Client Data is kept, subcontracting of processing to a third party, compliance with notices or injunctions issued by a supervisory authority, and compliance with any sanctions that may be imposed by such authority.

Client shall not process, store or make available to Supplier sensitive personal data when using or benefiting from the Software or Associated Software Services.

Supplier, as data processor, shall comply with the Legal Provisions of Privacy applicable to it: to process the Client Data on the documented instruction of the data controller within the framework of the organizational and technical measures intended to avoid any infringement of the personal Client Data to which it has access.

Each of the Parties undertakes to constitute and keep proof of the performance of its obligations in terms of protection of personal data.

Client shall indemnify and hold Supplier harmless against any claim from a data subject affected by personal Client Data hosted by the Supplier.

If Supplier performs analysis of Client Data flows using artificial intelligence tools, it shall, if the Client Data is personal, anonymize them, i.e., irreversibly remove any link between the Client Data and a specific natural person.

## **13. CONFIDENTIALITY**

The Parties acknowledge that each Party may receive information from the other Party or from third parties that constitute confidential information not intended to be disclosed to third parties.

### **A. DEFINITION OF "CONFIDENTIAL INFORMATION"**

(a) For purposes of the Contract, the term "Confidential Information" means (i) the Software programs including backup copy and Documentation and (ii) all oral and written data and information in paper documents or electronic files that are made available to the other Party under the Contract and identified as such at the time of disclosure in the following manner, or is confidential by nature, or that the receiving Party ought to know as being confidential for the purpose of this Contract.

(b) Exclusions: the term "Confidential Information" does not include information: (i) already in the possession of the recipient without breach of any obligation of confidentiality; (ii) obtained from a source other than the other Party; (iii) known to the public at the time of receipt by the recipient or subsequently made publicly available by authorized disclosure; (iv) disclosed in response to an order from a judicial or customs authority or a tax or social security authority, or any other authorized authority. The recipient must prove the exclusion he/she is claiming.

### **B. PERSONS ENTITLED TO KNOW CONFIDENTIAL INFORMATION**

The following may have access to Confidential Information:

- Personnel of either Party or of a Beneficiary involved in the performance of the Contract,
- Affiliate companies of Supplier ("Supplier Affiliates"),
- Personnel of subcontractors, partners or suppliers of the Supplier, the Client or a Beneficiary, provided that:
  - such personnel are directly involved in the performance of the Contract and,
  - such organizations have agreed to sign a confidentiality undertaking similar to this undertaking.

### **C. OBLIGATION OF CONFIDENTIALITY**

Each Party shall:

- use Confidential Information only for the purposes of the Contract;
- treat the Confidential Information of the other Party or third parties in strict confidence and with at least the same reasonable care as it takes to prevent disclosure of its own Confidential Information.

Neither Party shall disclose the Confidential Information, except with the prior written consent of the other Party, in whole or in part, directly or indirectly through an intermediary, in any form whatsoever (written, oral, by reproduction in whole or in part in another document or in another computer tool), by any means whatsoever, contained in, without this list being exhaustive:

- contractual documents in particular the Commercial Proposal and the Order Form;
- contractual execution documents such as reports, minutes, work plans, quality plans, invoices;
- exchanges of correspondence by post or electronically network in any format;
- gatherings of people such as seminars, forums, conferences, interviews or other face-to-face or remote and online gathering;

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Client accepts that for the needs, monitoring, improvement of the Software and for statistical purposes, Supplier may access and process Client Data in compliance with confidentiality obligations.

**D. COOPERATION TO PREVENT DISCLOSURE OF CONFIDENTIAL INFORMATION**

Each Party shall use its best efforts to assist the other Party in identifying and preventing unauthorized use or disclosure of Confidential Information.

Each Party shall notify the other as soon as practicable if it learns or has reason to believe that a person with access to Confidential Information has violated or intends to violate this provision of the Contract.

Each Party shall cooperate with the other Party in order to prevent or stop the disruption that may result.

The Client shall transfer compliance with this confidentiality clause to the Beneficiaries.

**E. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

Either Party may request that the other Party destroy or return all or part of the Confidential Information. A record of destruction by erasure or other method shall be made in the same manner as for return.

The return or destruction must be carried out within eight (8) calendar days unless the Parties agree otherwise, in particular in the event of implementing a rollback.

In all cases, each Party shall ensure that no partial or total copy is kept by it, its representative or by persons who have had access to the Confidential Information, unless a Party is bound by an imperative legal obligation to keep the information, in which case the other Party must be notified.

**F. DURATION OF THE CONFIDENTIALITY COMMITMENT**

This confidentiality clause shall come into force on the date the Contract comes into force or, if the Parties so agree, retroactively on the date the Parties began to exchange information on the subject of the Contract.

This clause shall remain in effect for the duration of the contractual relationship between the Parties plus five (5) years from the end of their contractual relationship, whether by expiration or termination.

**G.** The Parties acknowledge regardless of this Section 13, the Parties will be bound by the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13).

**14. LIMITATION OF LIABILITY**

To the extent permitted under applicable law, the Parties agree to the following exclusions and limitations, it being understood that these stipulations are not applicable in the event of negligence or fraud.

The Client shall make this clause enforceable against the Beneficiaries, Beneficiaries being jointly and severally liable with the Client of the performance of the Contract.

**14.1 EXCLUSIONS**

The Parties agree that any action in relation to an alleged breach of this Contract shall be commenced within two years of the date the breach is discovered.

The Software is used under the direction, control and responsibility of the Client. Accordingly, Supplier shall not be liable for any damages due to (i) use of the Software not in accordance with the Contract, including the Documentation or Supplier's recommendations (ii) configuration and setting errors by Client or a third party, or (iii) inaccurate information, processing errors, or errors in handling Client Data by Client or a third party.

Supplier shall not be liable for any damage resulting directly or indirectly from a Third-Party Software.

Supplier is exempt from any liability for disruptions or damage resulting from electronic communication networks, in particular the Internet.

Supplier and Supplier Affiliates shall not be liable for any data loss or content, including Client Data loss, lost profits, business interruptions, or for any indirect, incidental, special, consequential, exemplary, punitive, or expectation damages arising out of or relating to the Software, Associated Software Services, or the License provided by Supplier, unless such loss is resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by is attributed to Supplier or Supplier Affiliates arising from the performance of its services pursuant to this Agreement.

**14.2 LIMITATION OF LIABILITY**

The Software, License, and the Associated Software Services are provided "As Is."

Except for the express representations and warranties stated in this Contract, Supplier makes no warranties whatsoever, either express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose or to the best of Supplier's knowledge, compliance with laws or government rules or regulations for the Software and the Associated Software Services.

The party claiming the default shall provide evidence thereof.

These damages shall be added to or deducted from any invoices issued for the License and Associated Software Services which must be paid by the Client or the Beneficiary to the Supplier.

#### 14.2 FORCE MAJEURE

Neither Party shall have failed to perform its contractual obligation if its performance is delayed, hindered or prevented by an event of force majeure (except for payment obligations), i.e. any event beyond the control of that Party, the timing of which could not reasonably be foreseen at the time of conclusion of the Contract and the effects of which cannot be avoided by appropriate measures. These events are, without this list being exhaustive: the act of third parties to the Contract, epidemics, pandemics, natural disasters, interruption of access to electronic communication networks ordered by a political, administrative or judicial authority or any prohibition ordered by such authorities, malicious acts of cybercrime, difficulties specific to electronic communication networks such as random discontinuity of proper technical operation, fluctuations in bandwidth.

If the impediment appears to be temporary, the Parties shall consult each other to decide whether the performance of the obligation shall be suspended or whether the impediment resulting from the force majeure event shall justify the termination of the Contract. If the impediment is considered by both Parties to be definitive, applicable law should apply.

#### 15. TERMINATION FOR MATERIAL BREACH

In the event of a material breach of the Agreement by one of the Parties, the other Party may terminate the Contract, thirty (30) calendar days after sending the other Party a registered letter with acknowledgement of receipt notifying the breach(s) and remaining without effect.

Termination may only be pronounced if an attempt has been made to find an amicable solution in accordance with the Section 18.1 "SEARCH FOR AN AMICABLE AGREEMENT".

In the event of termination due to the Client's material breach, Client shall pay all amounts remaining due until the end of the term of the current License and Associated Software Services without prejudice to any remedies, under contract, law, or tort, and damages to which the Supplier may be entitled.

In the event of termination due to the Supplier's material breach, the Client shall pay all amounts remaining due for License and Associated Software Services received prior to the date of the notification, provided that these amounts are not affected by the Suppliers' default, until the end of the term of the current License and Associated Software Services without prejudice to any remedies, under contract, law, or tort, and damages to which the Client may be entitled, within the limit provided for in the Section under the header "LIABILITY".

#### 16. MISCELLANEOUS

##### 16.1 INSURANCE

Supplier 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 Services hereunder by Supplier.

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). Client **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. Cyber-liability coverage shall be procured and maintained for the duration of the Agreement and cover claims arising out of Supplier's services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.
2. Minimum Limits of Insurance: Supplier shall maintain **NO LESS THAN** the following limits of insurance:
  - a. General Liability Insurance, and if necessary, Umbrella Liability:
    - \$1,500,000 per occurrence

**GENERAL TERMS AND CONDITIONS OF THE SOFTWARE LICENSE  
AND OF THE ASSOCIATED SOFTWARE SERVICES**

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- \$3,000,000 annual aggregate
- \$3,000,000 products and completed operations aggregate

b. **Cyber-liability Coverage:**

- \$2,000,000 per occurrence
- \$4,000,000 aggregate

3. **Deductibles and Self-Insurance:**

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

4. **Additional Insurance Conditions:**

- a. Supplier's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by Client. Client's insurance or self-insurance program shall be excess of Supplier'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 Client or its officers, officials, employees or volunteers.
- c. Supplier 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:**

Supplier shall provide Client with certificates of insurance and original endorsements showing that Supplier has each type of insurance coverage and limits required under this Agreement. A Certificate of Insurance for each policy must be on file with Client within 10 days of execution of this Agreement and prior to commencement of any services 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 Client at least 10 days prior to the expiration date. The new insurance must meet all the same terms as outlined in this Section. The Client reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Supplier. All third parties utilized by Client to provide services pursuant to this Agreement shall provide evidence of similar coverage.

**16.2 CORPORATE SOCIAL RESPONSIBILITY (CSR)**

Supplier shall comply and shall require its employees and any subcontractors to comply, with applicable law relating to ethical standards and responsible behavior, including but not limited to those dealing with human rights, labor law, environmental protection and the fight against corruption.

Each Party hereby represents and warrants that each is duly registered and authorized to do business, that entering this Contract does not breach or infringe on any other agreements or third parties' rights, and that neither it nor any of its subsidiaries nor any Beneficiary is under investigation by any governmental or judicial authority for violation of laws relating to corruption and money laundering.

Each Party shall, for the duration of the Contract, comply with such legislation applicable to them and not pay, promise or authorize the payment of money or the supply of objects of value, directly or indirectly, to any person for the purpose of inducing him or her to take a decision or to obtain or retain the activity related to the Contract.

**16.3 ASSIGNMENT**

The Contract may not be assigned, contributed or transferred, in whole or in part, in return for payment or free of charge, by either Party without the prior written consent of the other Party. By exception thereto, Supplier may assign this Contract, in whole or in part, (i) to any of its Affiliates or in connection with a change of control or acquisition of EasyVista or its assets or (ii) to a financial institution for debt collection.

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The Party whose Contract is assigned shall not refuse the assignment if the assignee of the Contract is not a direct competitor of the Party whose Contract is assigned or if there is no conflict of interest.

**16.4 NON-SOLICITATION OF PERSONNEL**

Neither Party shall solicit or hire the other Party's personnel in connection with the Contract without the prior written consent of the other Party, for the entire duration of the Contract and for one (1) year after its termination, whether by expiration of the License or by termination. This section should not apply to solicitation or hiring of an employee resulting from a publicly available advertisement without the employee being previously directly solicited or contacted to that end by the other Party.

The Party that fails to comply with this obligation shall pay to the other Party, in one lump sum, compensation equivalent to one (1) year's net salary received by the employee solicited or hired during the twelve (12) months preceding such solicitation or hiring.

Client shall also be liable for this penalty if the solicitation or hiring is caused by a Beneficiary.

**16.5 WAIVER OF RIGHTS**

The fact that a Party does not require, in a given situation, the performance by the other Party of a contractual obligation, does not affect in any way the right of the said Party to request the performance of this obligation at a later date and is therefore not equivalent to a waiver of its rights.

A waiver shall be effective only if it is in writing and signed by the waiving Party.

**16.6 SEVERABILITY**

If one or more of the provisions of the Contract are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of an appropriate court, the other provisions shall retain all their force and scope, unless the invalid provision relates to a decisive element of the commitment of the Parties or of one of them, and, to the extent permitted under applicable law, the respective provisions shall be upheld to the maximum extent permitted under applicable law.

**16.7 HEADINGS**

In the event that the heading of a Section contradicts the content of the Section, the content shall prevail over the heading.

**16.8 BUSINESS REFERENCES**

Unless otherwise stipulated in the Order Form, Supplier may quote the Client as a customer reference in any paper or electronic documentation or other medium such as websites, brochures, Commercial Proposals.

Client authorizes Supplier to publish a testimonial or customer experience, the content of which must be previously approved the Client. Consent of the Client may validly be given by e-mail.

**16.9 SURVIVAL OF CLAUSES**

Sections of these General Terms and Conditions relating to representations and warranties, intellectual property rights as well as to confidentiality, liability, non-solicitation of personnel and business reference shall survive the expiration or termination of the Contract. The same shall apply to the provisions relating to rollback contained in the Specific Terms and Conditions.

**16.10 ENTIRE AGREEMENT OF THE PARTIES**

The Contract constitutes the entire agreement between the Parties and supersedes all statements or agreements made prior to the entry into force of the Contract and exchanged between the Client and the Supplier concerning the subject matter and performance of the Contract.

**16.11 EXPORT COMPLIANCE**

Client must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.

**16.12 GOVERNMENT RESTRICTED RIGHTS**

If Client is a United States government agency or acquired the license to the Software hereunder pursuant to a government contract or with government funds, then as defined in FAR §2.101, DFAR §252.227-7014(a)(1) and DFAR §252.227-7014(a)(5) or otherwise, all Software provided in connection with this agreement are "commercial items," "commercial computer software" or "commercial computer software documentation." Consistent with DFAR §227.7202 and FAR §12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution by or for the United States government is governed solely by the terms of this agreement and is prohibited except to the extent permitted by the terms of this agreement.

**16.13 AUDIT.**

Supplier 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, Supplier shall allow the

**GENERAL TERMS AND CONDITIONS OF THE SOFTWARE LICENSE  
AND OF THE ASSOCIATED SOFTWARE SERVICES**

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Client or other persons or agencies authorized by the Client, including the Legislative or State Auditor, access to the records of Supplier at reasonable hours, including all books, records, documents, and accounting procedures and practices of Supplier relevant to the subject matter of the Agreement, for purposes of audit.

**17. NOTIFICATION AND SIGNATURE**

Any notice given under this Contract must be made to the address appearing in the Order Form, or at Client registered address, unless a further change of address has been notified by registered letter with acknowledgement of receipt.



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The Parties agree that the information delivered by the Supplier's information systems shall be deemed authentic between the Parties until proven otherwise.

This Contract may be signed by electronic or handwritten signature, in one or several counterparts, each of which shall constitute an original, whether in paper or electronic form.

The Parties acknowledge that digital signature shall have the same legal value as handwritten signature.

**18. DISPUTES**

**18.1 SEARCH FOR AN AMICABLE AGREEMENT**

In the event of disputes relating to the validity, negotiation, interpretation, performance, or breach of the Contract, the Parties shall seek an amicable settlement prior to any judicial proceedings.

In this respect, any Party wishing to initiate the amicable procedure must notify the other Party of its intention by registered letter with acknowledgement of receipt.

Each Party shall designate, within a month of giving notice, as described in the immediately preceding paragraph, the member of its staff who will be mandated to reach an agreement. These persons must have the authority to conclude a binding settlement. The Parties shall attempt to find a solution to their dispute on their own or with the assistance of their lawyers, and if necessary, with a mediator or conciliator.

The effort to reach an amicable agreement shall last one month, unless renewed as described hereinafter. This period is tacitly renewable by periods of one month until one of the Parties notifies by registered letter with acknowledgement of receipt its decision to stop this procedure.

The Section 13 CONFIDENTIALITY applies automatically at the beginning of the amicable procedure.

**18.2 GOVERNING LAW, VENUE**

The Contract shall be construed under and governed by the law of the State of Minnesota, excluding the United Nations convention contracts for the international sale of goods. This provision shall apply to both formal and substantive requirements without application of the principles of conflict of laws. The Parties submit to the jurisdiction of the competent courts of Minnesota, provided however that Supplier will have the right to pursue Claims against Client in any other jurisdiction worldwide to enforce its rights under this Agreement.

\*



**REQUEST FOR BOARD ACTION**

|   |   |
|---|---|
| <b>Requested Board Date:</b> 03-05-2024   | <b>Originating Dept.:</b> Technology      |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |   |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Paul Parsons            |
| Risk Assessment Checklist   | <b>estimated time needed:</b> 3-5 minutes |
| <b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only |   |

**If Action, Board Motion Requested:**

Please review and approve Risk Assessment Checklist as per recommended by BCA, and State Auditors

**Background Information:**

This was done in 2015 and was in need of an update

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 05-30-2023

Date Requestor Requires Review Completion: 07-10-2023

**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> 03-05-2024   | <b>Originating Dept.:</b> Technology      |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |   |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Paul Parsons            |
| Security and Acceptable Use Policy  | <b>estimated time needed:</b> 3-5 minutes |
| <b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only |   |

**If Action, Board Motion Requested:**

Redwood County Board Of Commissioners, Please review and approve revised Security and Acceptable Technology Use Policy.

**Background Information:**

This policy has been revised and you can view tracked changes. We needed to add a Microsoft Data Practices, and additional changes.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 01-25-2024

Date Requestor Requires Review Completion: 02-09-2024

**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 SECURITY AND ACCEPTABLE TECHNOLOGY USE POLICY**  
*Reference Personnel Policy*

## **1. PURPOSE AND SCOPE**

Redwood County recognizes that telecommunications, telephones, facsimile machines, computer systems personal computers, laptops, tablets, networked servers, internal and external networks including wireless networks, electronic mail, voice mail, telephones, cellular phones, PDA or palm pilot, digital camera, digital recorders, Global Positioning Systems, modems and other informational technologies (collectively "Technology Resources") are becoming increasingly interconnected and sophisticated in their ability to create, disseminate and store electronic messages and data. As technology advances there is an increased potential for the inappropriate release or use of non-public or protected data.

This Security and Acceptable Use Policy ("Policy") sets forth how Redwood County shall regulate access and use of Technology Resources and describes the procedures necessary to protect confidential data, protected data and Individually Identifiable Health Information ("IIHI") in order to minimize liability and protect the confidentiality and integrity of such data.

Any Health Insurance Portability and Accountability Act ("HIPAA") security concerns not covered in this Policy are covered in the Redwood County HIPAA Privacy and Security Policies and Procedures.

## **2. ALL USERS SUBJECT TO THIS POLICY**

This Policy applies to all users of Technology Resources used in connection with County services. Such individuals include, but are not limited to, elected officials, department heads, supervisors, employees, agents, independent contractors, and volunteers (individually, a "User" and collectively, the "Users"). By using or accessing any identified County Technology Resource all Users agree to comply with the terms and conditions of this Policy. Every User, prior to using any County Technology Resource must read a copy of this Policy and sign Appendix A. The original copy of each User's signed agreement will be kept on file in the County Administrator's office.

## **3. NO PRIVACY**

The County is the sole and exclusive owner of the Technology Resource and all Data created or stored on any Technology Resource. If the use of a Technology Resource is a requirement for your employment, agreement, contract or other formal relationship with Redwood County you agree to Use all Technology Resources in accordance with this Policy. Users shall have no expectation of privacy related to the use of any Technology Resource. As appointed and directed by the County Administrator and/or Department head, the Network Administrators shall have the right, without notice to the User, to use any means available to access, inspect, review, and monitor any Technology Resource and any data stored thereon, including, but not limited to, all computer files, e-mail, voicemail and Internet access information or other stored data (collectively, the "Data") that are received, sent, processed, stored, or transferred by means of any Technology Resource. In exercising this right, the Network Administrator shall have the right to override any passwords or access codes of any Technology Resource and may use software that assists in monitoring its Technology Resources and data on those systems.

Network Administrators shall have the right to track and recover any data despite an attempt by a User

to delete such data. Users are advised that all data can be tracked and recovered, even when the User has attempted to delete the data. Discovered data, if inappropriately used or accessed, may be used in disciplinary proceedings, civil, and criminal litigation.

If you use a Microsoft product with an account provided by Redwood County, Redwood County can control and administer your Microsoft product and product account, including controlling privacy-related settings of the product or product account, access and process your data including the interaction data, diagnostic data, and the contents of your communications and files associated with your Microsoft product and product accounts.

Note that if your Windows device is managed by Redwood County, Redwood County may use centralized management tools provided by Microsoft or others to access and process your data and to control device settings including privacy settings, device policies, software updates, data collection by us or the organization, or other aspects of your device. Additionally, Redwood County may use management tools provided by Microsoft or others to access and process your data from that device including your interaction data, diagnostic data, and the contents of your communications and files.

#### **4. AUTHORIZED USES**

Technology Resources are for use by authorized Users for job related functions only and must be utilized in accordance with this Policy. Access to any data stored on Technology Resources must also be related to a specific job function. Except as provided in this Policy, Users are not permitted to use Technology Resources for personal, commercial, or illegal purposes. A User's access to Technology Resources and data stored thereon will be periodically reviewed to determine if this privilege is being used in accordance with the Policy.

#### **5. ACCESS CONTROL & SYSTEM INTEGRITY**

Access to Technology Resources shall be strictly controlled so that only authorized Users have access to any data. Public access to data classified as public data as defined by the Minnesota Government Data Practices Act ("MGDPA") shall be maintained without compromise to the security of the Technology Resources or data. The County may charge reasonable fees for access to public data as allowed by MGDA and outlined in the County's Data Practices Policies.

**5.1. Access Control Mechanisms.** The User's level of access to Technology Resources is determined by the requirements needed to perform work functions. Some form of keys, passwords, picture and/or magnetic strip ID badges, or tokens like Smart Cards (collectively "Access Control Mechanism") used to verify access shall control all access to sensitive, private, copyrighted, or licensed data and the Technology Resources that maintain such data.

**5.2 Passwords.** Passwords will be required to access data on Technology Resources. Passwords will have unique requirements established by the IT Department. Passwords shall not be shared between multiple Users unless expressly approved by the department head.

**5.3 Password Expiration and Protection.** User level passwords shall be changed periodically as determined by the IT Department. On automated systems with the capability, Users will receive prior notice that their password is about to expire and shall change them accordingly. Users shall protect their passwords from any and all other individuals, and shall not disclose it to other individuals, including other Users.

**5.4 Administrator Password.** Network Administrator passwords shall not be shared and shall be

changed with frequency as determined by the IT Department. Network Administrator accounts shall only be used when performing duties requiring administrative access and shall be returned to a "normal user" level when not performing administrative duties.

**5.5 Training Passwords.** All training systems shall have passwords which shall be activated only when training is conducted. Training passwords shall be changed regularly and shall be restricted to accessing data only from Technology Resources designated as training resources.

**5.6 Suspected Disclosure.** In the event a User suspects disclosure of a password, the User shall immediately change the password and shall notify the Network Administrator.

## **6. SECURITY AWARENESS/USER RESPONSIBILITIES**

**6.1 Disclosure of Information.** Users are required to adhere to MGDPA and shall not disclose any data which is prohibited from disclosure. If a User receives a request for data they shall review the County's Data Practice Policies. Any disclosure of data shall comply with the County's Data Practices Policies and MGDPA. If the User is unable to make a determination regarding disclosure of data the User shall seek review from the County Attorney.

**6.2 Logout Unattended Terminal System.** All Users shall "Lock" their PC if they are going to leave the system unattended, including breaks and meetings. Automatic logouts will be enabled wherever practical. For example: in Windows, Users can hit the WINDOWS Key and L at same time to "Lock" their PC.

**6.3 Alert Technology Resource Use.** Users will be alert about their use of any Technology Resources and take care that unauthorized individuals cannot read or modify data through a valid system login or session. Users shall retrieve any printed material (example: faxes, printouts, etc.) in a timely manner to ensure that it is not available for unauthorized use and shall not make extra copies of any data beyond what is required to perform official duties. Printer and facsimiles shall be placed in an area of the office that does not compromise the data being generated by them.

## **7. System Management and Protection**

**7.1 Network Administration.** Network Administrators shall use network administrator accounts to perform network administration and user account maintenance functions only. Network Administrators have the right and the obligation to take necessary actions to protect the availability and confidentiality of the Technology Resource that they are supporting and any data stored thereon. County Administrator staff and department heads will communicate with the Network Administrators to manage access to all Technology Systems. Admission/Termination forms shall serve as the initial authorization for a User to access Technology Resources or data within the County. A change in a User's status that may involve restriction or termination of data access permissions will be immediately communicated by the department head and Human Resources to the Network Administrator via an Admission/Termination form followed by a service ticket. This includes changes in the status of temporary staff, leave of absence, resignation, and extended sick leave or vacation. The Network Administrator will deactivate or transfer the User's account.

**7.2 Terminated Users.** When a User is terminated voluntarily or involuntarily from its relationship with the County, all Technology Resource or data access, Access Control Mechanisms and passwords shall be disabled. If the termination is involuntarily termination shall occur prior to notification of the User via service ticket to Redwood County IT Department. If the termination is voluntary termination shall occur on the last day of the formal relationship with the County. Further, other staff members will be fully informed that they are in no way to provide the individual

with any access to any County Technology Systems. A terminated User's voicemail stored on the system will be saved and access given to the department head for disposition and routing of existing messages. A terminated User's e-mail account will be disabled immediately and forwarded to the immediate supervisor. As soon as practical, the former User's name will be removed from any e-mail lists. If there is a gateway between the former User's internal and internet mail, it will be disabled immediately. Internet mail directed to a terminated User shall be forwarded to the department head or designee for disposition. Network access, including direct access from the LAN and remote network access, either through VPN or through the Internet into all County networks shall be terminated immediately. Access Control Mechanisms and passwords must all be changed whenever an individual who had knowledge of these passwords terminates employment or their contract.

**7.3 Seasonal or Temporary Employees.** Seasonal or temporary staff shall have access as needed to Technology Resources and data if necessary to perform their job requirements. Access Control Mechanisms and passwords shall be issued and changed by the Network Administrator once the seasonal or temporary User has concluded service.

**7.4 Configuration Management Policies, Software and Licenses.** The Network Administrator will perform regular configuration audits of all Technology Resources as required by federal, state or local law. The Network Administrator shall maintain the Technology Resources tested configurations (hardware and software) which can be reproduced. Plans to modify any such configuration shall contain appropriate back-out plans should unforeseen difficulties occur. Any modifications should be disseminated to all affected Users prior to the installation. Additional resources to create model or test environments may be required. The County purchases software licenses for installation and use on all Technology Resources. Installation at non-County facilities (including a User's home) is permitted only if the software license allows it and if required and authorized by the department head and Network Administrator. Unauthorized use of County licenses is not allowed. All software licenses shall be stored and maintained in a central location designated by the Network Administrator, unless instructed by the Network Administrator to have a department hold hardware/software for future installs.

**7.5 Introduction of External Software.** Users may not install any external software on a Technology Resource without prior consent from the Network Administrator and department head via a service ticket. External software includes commercial software, shareware, freeware, or Internet-loaded plug-ins, screen savers, games, bi-directional software ('Weather Bug', 'MSN Instant Messengers') and patches. The installation of any software or device onto a Technology Resource shall be logged as to the date, time, application, or device, and by whom the action was performed. The Network Administrator may remove any unauthorized software from any Technology Resource without notice.

**7.6 Introduction of New Equipment.** Users shall not modify, or allow to be modified, the hardware or software configuration of any Technology Resource without the prior approval of the department head and Network Administrator, including, without limitation, the addition or removal of a network connection to a computer or terminal or the addition or removal of any computer hardware or peripheral (i.e.. laptop, printer, scanner, disk drive, tape drive, memory).

**7.7 Inventory of Hardware and Software.** All computer hardware and software installed on any Technology Resources shall be recorded in an inventory maintained by the Network Administrator or their designee. The log shall include: a description of the equipment, serial number, the date of installation, the location of the equipment, and the name of the installer. All Technology Resources or software removed from County buildings shall be logged in an inventory maintained by the Network

Administrator. The log shall include: the date on which the equipment was removed, the equipment's destination, reason for removal, the person responsible for removal, and the type of sanitizing method used.

**7.8 Disposal of Equipment and Media.** All Technology Resources and electronic media capable of storing data (i.e. fixed, and removable disk drives, rewritable CD-ROMs, floppy disks and back-up tapes) that are used to store IIHI or information enabling security features of the County's information system shall be "sanitized" before sale or disposal. All electronic media shall be examined and certified as containing no IIHI, confidential or private data, or information that would enable a person to access the Technology Resources. Upon Board approval for destruction of equipment, the Network Administrator will relocate devices in accordance with the Risk Assessment Checklist.

**7.9 Environmental Control.** Technology Resources and networking systems, like routers and servers, shall be protected by some power filtering system such as an uninterruptible power supply ("UPS"). UPS devices with integrated surge protection are strongly recommended. Technology Resource components, including phone systems, servers, routers, and wiring closets, will be secured behind locked doors with proper HVAC and AC power conditions. An audit of these elements will be completed and maintained annually.

**7.10 Virus Control.** All Technology Resources shall have a regularly updated virus scanning software package installed. This package will be configured to scan external devices upon insertion, scan the hard drive and boot sector on boot up, and be able to scan a file/directory/drive on disk insertion. Where possible, Technology Resources are to be programmed to run scheduled antivirus scans daily. Users shall not abort the scans or adjust the schedule. When a User notes that virus scanning is not regularly occurring, the Network Administrator should be notified immediately. All software will be scanned for viruses with an updated virus scanning software package before being installed on any Technology Resource. All Users shall notify the Network Administrator immediately if they suspect any Technology Resource has been infected with a virus. Users shall not attempt to destroy or remove a virus. All servers will be protected by server-based anti-virus software on every server installation. This software shall provide for continuous scanning of files it receives from workstations and shall have an updateable virus signature file.

**7.11 Backup.** Periodic backups will be performed on all County servers storing data. A backup shall be conducted daily for every server in daily use. Backup storage will contain enough space for weekly and monthly images. All system backups will be protected with Access Control Mechanisms. Backup data shall be stored in off-site locations. Only Network Administrators or designee shall perform data restorations. The Network Administrator shall perform periodic data restorations as spot checks. Users shall make regular back-ups of any home directory data (i.e., C: drive). The County will provide accessible systems and media for this purpose. A daily or weekly routine is ideal for this activity. Files no longer used may be removed from a Technology Resource by the Network Administrator. All critical and sensitive Technology Resources shall have a Disaster Recovery Plan which will be tested and documented on a semiannually basis as outlined in the Risk Assessment Checklist.

**7.12 County Approved Information Server for Staff, Public Notices, and Governmental Information.** Responding to requests for Data can be very time-consuming and expensive. The County may maintain public access points to provide such information. These access points shall be operated and maintained only by people specifically authorized and trained by the Network Administrator. Release of data to the public in other formats must be in accordance with MGDAP and the County's Data Practices Policies.



**7.13 Automatic Logging and Commitment or Monitor Logs.** All security relevant activities shall be logged, and staff resources allocated for periodic spot-checks of security-relevant Data. Security logs will be reviewed and analyzed on a periodic and timely basis to help ensure that County information systems remain in as secure an operating condition as possible.

## **8. Use of Technology Resources**

**8.1 Official Publication.** The County may maintain one or more servers for User and public access.

This server is an official publication of the County, to be used for communications and notices among employees, officials, and staff. Only Users authorized by a department head should communicate to or respond to the public news media regarding County Data. Any disclosure of data must be done in accordance with MGDAP and the County's Data Practices Policies.

**8.2 E-mail.** The County maintains e-mail and servers for User use only. The use of e-mail constitutes the creation of a public document and is to be used for communications in fulfillment of the governmental mission of the County only. All e-mail messages and attachments that are sent, received, or accessed by means of any Technology Resource is County property and are subject to federal and state laws that govern the collection, creation, storage, maintenance, dissemination, and access to data created or maintained by the County. Users shall exercise care in addressing messages to ensure that they are sent to the proper addressee. Network Administrators may access materials contained in e-mail accounts. Personal and non-governmental-related account material shall not be stored on the County servers. Deleted e-mail is not necessarily deleted and may be restored. E-mail is retained in accordance with the County's Data Retention Schedule. The County's e-mail system is meant to be a temporary medium for the transmission of data. All data required to be retained pursuant to law shall be stored separate from the County's e-mail system. All Users must transfer all such data to a different medium.

**8.3 Internet Access.** Access to and use of the Internet through any Technology Resource is limited to work related activities and is subject to the terms and conditions of this Policy.

### **8.4 Unacceptable Use of Technology Resources, Network, or Communication Systems.**

Unacceptable use is defined as, but not limited to, the following:

**8.4.1 Threatening or Fraudulent Messages.** No User may use any Technology Resource to intentionally or unintentionally threaten another person or to send a fraudulent message.

**8.4.2 Harassment and Discrimination.** No User may use any Technology Resource to harass or discriminate against another person on the basis of race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, disability, sexual orientation, or age. Technology Resources may not be used to transmit, display, or distribute information on hate groups. All County policies on harassment and discrimination apply to conduct performed using any Technology Resource.

**8.4.3 Pornographic, Obscene, Vulgar, Lewd, and Sexually Explicit Material.** Except when such materials are directly related to a User's job duties and the User has received written permission from the department head and Network Administrator to access or send such materials, no User may use any Technology Resource to seek out access, upload, download, store, transmit, display, or distribute pornographic, obscene, vulgar, lewd, or sexually explicit language or material. Users shall not send obscene, vulgar, lewd or sexually explicit material through the County's e-mail system. Users receiving such materials must direct the sender, if known, that it is against County policies to receive this type of material and to remove the recipient from its address database. The User must also immediately notify the department head and the Network Administrator if there is receipt of any pornographic, obscene, vulgar, lewd, or

sexually explicit language or material.

**8.4.3 Harm to Reputation.** No User may use any Technology Resource to defame another or in a manner that harms the reputation of the County.

**8.4.4 Disruption.** No User may use any Technology Resource in a manner that damages, disrupts, or interferes with any County operation, service, equipment, or the job performance of an employee. Such disruption or interference includes, but is not limited to, distribution of unsolicited or personal advertising and excessive downloading or transmission of programs or data.

**8.4.5 Vandalism.** No User may use any Technology Resource to directly or indirectly vandalize, damage, or disable the personal, real, or intellectual property of another person or organization, or to make unauthorized modifications to the property of another including the County' property.

**8.4.6 Unauthorized Interception or Access.** No User may override another person's Access Control Mechanism or passwords or take any other action to intercept or access another person's materials, or electronic information, or data without the prior permission of that person.

**8.4.7 Copyright Infringement.** No User may use any Technology Resource to violate any copyright law or otherwise use the intellectual property of another person or entity without proper authorization, including the unauthorized duplication of computer software, and the downloading or exchanging of pirated or otherwise unlawful software.

**8.4.8 Commercial Use and Private Causes.** No User may use any Technology Resource for private commercial use, financial gain, private cause (including but not limited to political or religious causes), or to enter into any contractual relationship, without obtaining prior written authorization from the Redwood County Board of Commissioners. Similarly, no person may use any Technology Resource in a manner that could reasonably expose the County to any expense, financial loss, or obligation. The County hereby disclaims any liability for any unauthorized financial obligation incurred by unacceptable use of its Technology Resources.

**8.4.9 Gambling.** No User may use any Technology Resource to gamble or engage in a game of chance for money or other valuable consideration.

**8.4.10 Disguising Identity.** No User may disguise or attempt to disguise their identity while using any Technology Resource.

**8.4.11 Violating the Law.** No User may use any Technology Resource in a manner that violates any local, state, or federal law. No User may review or access any materials related to obtaining or using any controlled substances without the express written permission of their department head and the County Administrator.

**8.4.12 Conduct Unbecoming.** No User may use any Technology Resource to engage in conduct unbecoming a County employee or that violates any County Policy.

**8.4.13 Chain Letter and Pyramid-Type Letters.** No User may use any Technology Resource to transmit or forward chain letters or pyramid-type letters. Any User receiving a chain letter or pyramid-type letter shall immediately direct the sender to remove the User from

its address database.

**8.4.14 Private E-Mail Accounts, Instant Messaging.** Users shall not access personal e-mail accounts (e.g., Yahoo, Gmail, Hotmail, etc.) or instant messaging software (e.g. MSN Messenger, AOL Instant Messenger, etc.) or chat rooms through any Technology Resource unless business related, without prior written consent from the Network Administrator.

**8.4.15 Graphical, Streaming Audio or Video Not Business Related Unacceptable.** Streaming audio or video applications (e.g., listening to radio stations, music, movies, etc.) must not be installed or run on any Technology Resource. Sending personal photos and/or graphical files through an e-mail system is prohibited. Graphical files or streaming videos that are business related are allowed.

**8.5 Personal Use Prohibited.** All Technology Resources are provided to support County business and, accordingly, are intended to be used for business-related purposes only. Users may NOT engage in **incidental and occasional personal use** of Technology Resources. For example: You need to search for a citizen of Redwood County on a search engine in order to obtain an address to mail tax information. This is permitted due to the nature of the search and web use is needed for your job. Then, you need to look up a recipe for a potluck at work. This is prohibited.

## **9. Enforcement**

**9.1 Disciplinary Action.** The Department Head will review alleged violations of this Policy. Any User's failure to comply with any part of this Policy may result in disciplinary action. In addition to any disciplinary action, a User's failure to comply with this Policy may result in loss of the privilege to use Technology Resources, civil liability, or criminal prosecution.

**9.2 Reporting Problems.** If a User has knowledge or suspicion of a compromise or attempted compromise of data, Access Control Mechanisms, passwords or IIHI information, the User shall report that knowledge or suspicion immediately to the Network Administrator and/or department head. Such reports will be considered confidential and will not result in retaliation against the reporter.

## **10. Records Retention**

**10.1 General Retention** The County shall maintain records concerning the Technology Resources and data in accordance with HIPPA, IIHI, MGDPA, its retention schedules, and any other applicable federal, state, or local law. This Policy will be evaluated and reviewed periodically for completeness and compliance with federal, state and local law.

### **10.2 Email Retention**

All emails, as outlined in Section 8.2 of this policy shall be archived for a period of two years. Data within an email that needs to be retained in accordance with County's Retention Schedule will be saved in a separate location by User.

**10.3 Social Media Retention.** Please refer to the Redwood County Social Media Policy.

## **11. Cellular and Mobile Devices**

### **11.1 Use of County-Issued Cellular Phones**

Employees who require the use of a cellular phone to perform the functions of their job will

have the option to obtain a County issued cellular phone. The issuance will first need to be approved by the Department Head, the County Administrator and the IT Department.

County-owned devices are intended for County business only. Personal use of any kind is prohibited and violates this Policy. Emergency calls to 911 will not be considered personal use. County-owned smart phones may be used for correspondence through county email and text messaging for work-related business only. County-owned smart phones that are set up for county email and text messaging must have power-on password protection.

Should any county-owned cellular telephone become lost, missing, or stolen, its primary user must notify their Department Head and the IT department immediately.

In the event of a security or privacy breach or if the device has been infected by a virus the employee will surrender the device to the Network Administrator so that it may be erased and/or cleaned. If the employee becomes involved in an investigation of any sort, the employee will be required to surrender the device.

### **11.2 Use of Personal Devices**

Employees who wish to use their own personal cell phone, smart phone, or tablet (“Personal Devices”) to perform County work must show there is a clear justification that a Personal Device is required by the employee to perform work-related duties and must be approved by the Department Head and County Administrator. Employees who have been approved to use Personal Devices for employment related purposes will receive a monthly reimbursement of \$30.00 per month. Employees will not be allowed to carry a County-issued device and collect a reimbursement for use of a Personal Device. Employees using a Personal Device pursuant to this Section 11.2 must follow this Policy and the following additional terms and conditions:

- 11.2.1 If the Personal Devices is a cellular telephone, the employee must provide proof of an active mobile phone contract to the Department Head.
- 11.2.2 Any replacement or repair of the Personal Devices will be the responsibility of the employee unless the Personal Devices is lost or damaged as a direct result of the work environment. The Department Head, with the County Board approval, may approve reimbursement to the employee.
- 11.2.3 Initial purchase of the Personal Device, accessories, activation, and termination fees are the responsibility of the employee.
- 11.2.4 The employee is responsible for all costs incurred with the Personal Device above the allowance provided by the County.
- 11.2.5 The employee must allow the Personal Device to be connected to the County’s messaging infrastructure using only the approved connection mechanisms.
- 11.2.6 The employee will report a lost or stolen Personal Device to the IT Department immediately.
- 11.2.7 The employee will notify the IT Department **prior** to any upgrade of the Personal Device so County data can be securely wiped from the Personal Device prior to equipment upgrade.
- 11.2.8 The employee will be required to sign a consent form authorizing the IT Department remote security access to the device.

### **11.3 Confidential Information**

Because conversations taking place on a cellular phone can be overheard by others, County employees shall not disclose confidential information during a cellular phone conversation that could be overheard by others. County employees are advised that, if a conversation regarding confidential information is overheard or intercepted it could be a violation of MGDPA. If an employee believes there was a breach of this type they should notify their Department Head immediately.

#### ***11.4 Procedure for Use While Driving***

Minn. Stat. 169.475 (2019) prohibits the use of any wireless communications device by the person operating the vehicle when the vehicle is in motion or part of traffic to initiate, compose, send, retrieve, or read an electronic message, to engage in a cellular phone call, including initiating a call, talking or listening, or participating in video calling, or to access video or audio content, images, games or software applications. Minn. Stat. 169.475, subd. 2 (2019).

Minn. Stat. 169.475, subd. 3 (2019) permits the use of a wireless communications device in the following limited six situations:

- (1) A solely voice activated or hands free mode;
- (2) To view or operate a navigation system in a manner that does not require the driver/operator to hold the wireless communications device or type while the vehicle is in motion or part of traffic;
- (3) To listen to audio-based content in a manner that does not require the driver/operator to hold the wireless communications device, scroll or type while the vehicle is in motion or part of traffic;
- (4) To obtain emergency assistance to report an accident, medical emergency, serious traffic hazard, or prevent a crime about to be committed;
- (5) In the reasonable belief that a person's life or safety is in immediate danger; or,
- (6) In an authorized emergency vehicle while in the performance of official duties.

Minn. Stat. 169.475, subd. 3(2019).

“Wireless Communications Device” is defined by Minn. Stat 169.011, subd. 94 (2019) to mean:

- (1) A cellular phone, or
- (2) A portable electronic device that is capable of receiving and transmitting data, including but not limited to text messages and email, without an access line for service.

A wireless communication device does not include:

- (1) A device or feature that is permanently physically integrated into the vehicle;
- (2) A global positioning or navigation system that is only capable of being used for navigation purposes; or
- (3) A two-way radio, citizen's radio, or amateur radio equipment used in accordance with Federal Communications Commission rules and regulations.

For purposes of this section, "Electronic message" means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. An electronic message includes, but is not limited to,; e-mail,; a text message,; an instant message,; a command or request to access a web

page, a voice-mail message; a transmitted image; transmitted video content, including through video calling; transmitted gaming data; and other data, transmitted using a commonly recognized electronic communications protocol. An electronic message does not include voice or audio data transmitted as a result of making a phone call, data transmitted between a motor vehicle and a wireless communications device located in the vehicle; data transmitted by a two- way radio, citizens band radio, or amateur radio used in accordance with Federal Communications Commission rules and regulations; or data transmitted automatically without direct initiation by a person. See Minn. Stat. 169.475, subd. 1 (2019).

The operator of a County vehicle is not permitted to use a wireless communications device whether County-issued, County-reimbursed, or personal in any fashion that violates Minnesota law.

## **12. After Hours Technology Use**

Employees shall only use Technology Resources during their regularly approved work hours. If an employee has received permission to work outside of their regularly approved work hours by their Department Head the employee may access Technology Resources and shall follow this Policy when doing so.

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**APPENDIX A**

**REDWOOD COUNTY SECURITY AND ACCEPTABLE USE POLICY USER  
AGREEMENT**

I have received a copy of the "**Redwood County Security and Acceptable Technology Use Policy**" and have read its terms. By signing this agreement, I agree to abide by the terms and conditions of the **Redwood County Security and Acceptable Technology Use Policy**. I understand the consequences for failing to follow the Policy.

\_\_\_\_\_

**User Signature**

\_\_\_\_\_

**Date**

**Printed Name of User:** \_\_\_\_\_

*02-09-2024 last modified  
Board Approved on 03-05-  
2024*





**REQUEST FOR BOARD ACTION**

|   |   |
|---|---|
| <b>Requested Board Date:</b> 03-05-2024   | <b>Originating Dept.:</b> Technology    |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |   |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Paul Parsons          |
| Barracuda Email Filter Renewal  | <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:**

Board action to approve the purchase of the Barracuda email filter renewal for one year in the amount of \$7200.00. Expiration data of 03-08-2024.

**Background Information:**

Three year renewal would be \$19,677.96. There would be a savings of \$1922 by going with a three year.

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 \*\***



9 HIGHWAY 28 EAST MORRIS MN 56267

To: Paul Parson  
 Redwood County  
 E-Mail: [paul\\_p@co.redwood.mn.us](mailto:paul_p@co.redwood.mn.us)  
 Phone: 507-637-1134  
 Cell: 507-430-5211

Date  
 2/20/2024

From: Shawn Larsen  
 Phone: 320-208-1528  
 Cell: 320-287-0922  
 Fax: 320-589-3595  
 E-mail: [shawn.larsen@morriselectronics.net](mailto:shawn.larsen@morriselectronics.net)

BARRACUDA EMAIL SECURITY GATEWAY - S/N 1330638 - EXPIRING MARCH 8, 2024 - ONE YEAR RENEWAL

| Qty | Part # | Description  | per unit \$      | extended \$        |
|-----|--------|--|------------------|--------------------|
| 12  |        | Barracuda Email Security Gateway Virtual License 300 Subscription                                      | \$ 310.00        | \$ 3,720.00        |
| 12  |        | Barracuda Email Security Gateway Virtual License 300 Advanced Threat Protection Subscription - 1 Month | \$ 290.00        | \$ 3,480.00        |
|     |        |  |                  |                    |
|     |        |  |                  |                    |
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|     |        |  |                  |                    |
|     |        |  |                  |                    |
|     |        |  |                  |                    |
|     |        |  | <b>Sub Total</b> | <b>\$ 7,200.00</b> |
|     |        |  | <b>Sales Tax</b> | <b>EXEMPT</b>      |
|     |        |  | <b>Total</b>     | <b>\$ 7,200.00</b> |



9 HIGHWAY 28 EAST MORRIS MN 56267

To: Paul Parson
Redwood County
E-Mail: paul\_p@co.redwood.mn.us
Phone: 507-637-1134
Cell: 507-430-5211

Date
2/20/2024

From: Shawn Larsen
Phone: 320-208-1528
Cell: 320-287-0922
Fax: 320-589-3595
E-mail: shawn.larsen@morriselectronics.net

BARRACUDA EMAIL SECURITY GATEWAY - S/N 1330638 - EXPIRING MARCH 8, 2024 - THREE YEAR RENEWAL

Table with 5 columns: Qty, Part #, Description, per unit \$, extended \$. Rows include Barracuda Email Security Gateway Virtual License 300 Subscription and Barracuda Email Security Gateway Virtual License 300 Advanced Threat Protection Subscription - 1 Month. Summary rows show Sub Total \$ 19,677.96, Sales Tax EXEMPT, and Total \$ 19,677.96.



**REQUEST FOR BOARD ACTION**

|   |   |
|---|---|
| <b>Requested Board Date:</b> March 5, 2024  | <b>Originating Dept.:</b> Environmental |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |   |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Nick B.               |
| Petition to outlet into JD 9 - Dennis Hemish, petitioner  | <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:**

(1) Meet as full Redwood and Lyon County Boards to reconstitute the JD 9 joint ditch authority. (2) Accept Petition for Authority to Use Judicial Ditch 9 as an Outlet. (3) Appoint Ditch Viewer. (4) Set time and date of final hearing on the Petition for April 16, at 9:00am.

**Background Information:**

Landowner Dennis Hemish is requesting to drain 40 to 60 acres of his property in the SE1/4 of Section 20, Gales Township, south into a 30-inch private tile, that drains into JD 9. Additionally, Mr. Hemish is requesting that those acres no longer be assessed as part of JD 22.

Lyon and Redwood County staff discussed hiring ditch viewer Mark Behrends to view the project. Behrends said he could have the work completed within a month.

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 Lyon JD 9 Drainage Authority**

## **Agenda**

March 5, 2024 @ 10:30 a.m.  
Redwood County Government Center  
403 S Mill St  
Redwood Falls, MN 56283

### **Join Zoom Meeting**

<https://us06web.zoom.us/j/84700202537?pwd=anD4aNBZSnHgMt6jTbakxkpIz2Ufqv.1>

(from the Lyon County Courthouse, 607 W Main St., Marshall, MN 56258)

Full joint board meeting to reconstitute the JD 9 joint board – Chair Salfer and Chair Anderson, presiding

1. Adopt Agenda
2. Establish joint drainage board
  - a. For Redwood - Rick Wakefield, Dennis Groebner, Dave Forkrud
  - b. For Lyon – Rick Anderson, Crowley
3. Enter into drainage authority

Redwood Lyon JD 9 Drainage Authority

1. Appoint Chair / Vice Chair
2. Adopt Agenda
3. Accept petition and appoint ditch viewer(s)
  - a. Mark Behrends has agreed to act as viewer on this project
  - b. Behrends estimates the viewing can be completed and report prepared and presented within one month
4. Set final hearing date: April 16 at 9:00 a.m.
5. Adjourn.

**STATE OF MINNESOTA**  
*Before the*  
**Redwood County Board of Commissioners**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**Judicial Ditch 9**

---

**In the Matter of:**

**Petition for Authority to Use Judicial  
Ditch 9 as an Outlet**

**PETITION**

---

Pursuant to Minn. Stat. § 103E.401, Petitioners seek authority to use Judicial Ditch 9 as an outlet for drainage. For their Petition, the undersigned Petitioners state and allege the following:

**Findings:**

1. Petitioners request express authority from the Redwood County Board of Commissioners acting as the drainage authority for Judicial Ditch 9 to use the Judicial Ditch 9 as an outlet for a private drainage tile system installed to benefit the following properties:
  - a. Parcel ID: 53-020-4020, 160 acres more or less. Legal Description of the land is below:
    - i. The Southeast Quarter (SE1/4) of Section Twenty (20), Township One Hundred Ten (110) North of Range Thirty-nine (39) West of the 5<sup>th</sup> P.M., according to the US Government Survey thereof.
2. Petitioners request the drainage authority, concurrent with this petition, appoint a viewer to view the properties described above and make a recommendation to the drainage authority on an appropriate outlet fee for the beneficial use received through the judicial ditch 9 outlet and to determine a benefit amount for future assessments.

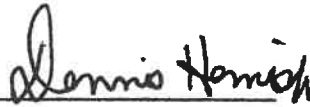
[Note: This template is only a suggestion and is not the format required under Minn. Stat. ch. 103E or Minnesota Law. This template is not a substitute for legal advice. You may want to consult with an attorney regarding customizing this template to a unique individual, entity, or situation.]

3. Petitioner requests that aforementioned property be assessed as a part of the Judicial Ditch 9 watershed rather than as part of Judicial Ditch 22.

4. This petition may be signed in counterparts.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

[Note: All signatories to the Petition must indicate the capacity in which they sign, i.e. owner, co-owner, corporate official, or government lot. In the case of a partnership, only one general partner needs sign. In the case of a corporation, only one corporate official need sign. In the case of co-ownership, all co-owners must sign. In the case of a trust, all trustees must sign. Be sure all signature blocks are fully completed. If you are unsure of whom must sign please contact the petitioner's attorney.]

| Owner Signature   | Property Owned         | Mailing Address                                | Dated          |
|---|------------------------|--|----------------|
| <br>Dennis Hemisch | Parcel ID: 53-020-4020 | 16345 Bunker Ave,<br>Walnut Grove, MN<br>56180 | <u>1-25-24</u> |

[Note: This template is only a suggestion and is not the format required under Minn. Stat. ch. 103E or Minnesota Law. This template is not a substitute for legal advice. You may want to consult with an attorney regarding customizing this template to a unique individual, entity, or situation.]

**RECEIVED**

FEB 23 2024

REDWOOD COUNTY  
ENVIRONMENTAL OFFICE

In times of high water, the water from Ditch 22 overflows it's banks and flows into the southeast quarter of section 20 in Gales township. There is a 30-inch tile in the corner of 180st St. and Balsa Ave. That tile runs south a half mile, then under Balsa Ave. and flows east into Ditch 9, which is a private tile I own.

Also, if Ditch 22 is overflowing, so is Ditch 9 and a lot of that water ends up on the southeast quarter of Gales 20 and the northeast quarter of Gales 29.

As a result, there is a tremendous amount of water on sections 20 and 29. If the water gets deep enough, the water will run north. Otherwise, the 30-inch tile handles most of the surface water.

This is what I propose – I want to take 40-60 acres of Gales 20 and drain it to the south into the 30-inch tile. As of now, section 20 water all goes north. All the mains are too small in section 20. I would like to take the water north, but is cost prohibited. I feel this plan to the south will work adequately.

A handwritten signature in blue ink, appearing to read "Henry Hamish". The signature is written in a cursive style with a vertical line extending upwards from the start of the name.



South



# Estimate

| Date     | Estimate # |
|----------|------------|
| 6/5/2023 | 116        |

South Route

Denny Hemish  
 16345 Bunker Ave  
 Walnut Grove, MN 56180

73 US HWY 59  
 PO Box 167  
 Fulda, MN 56131

| Phone #    | E-mail                         |
|------------|--------------------------------|
| 5073605330 | opdahldrainage.shane@gmail.com |

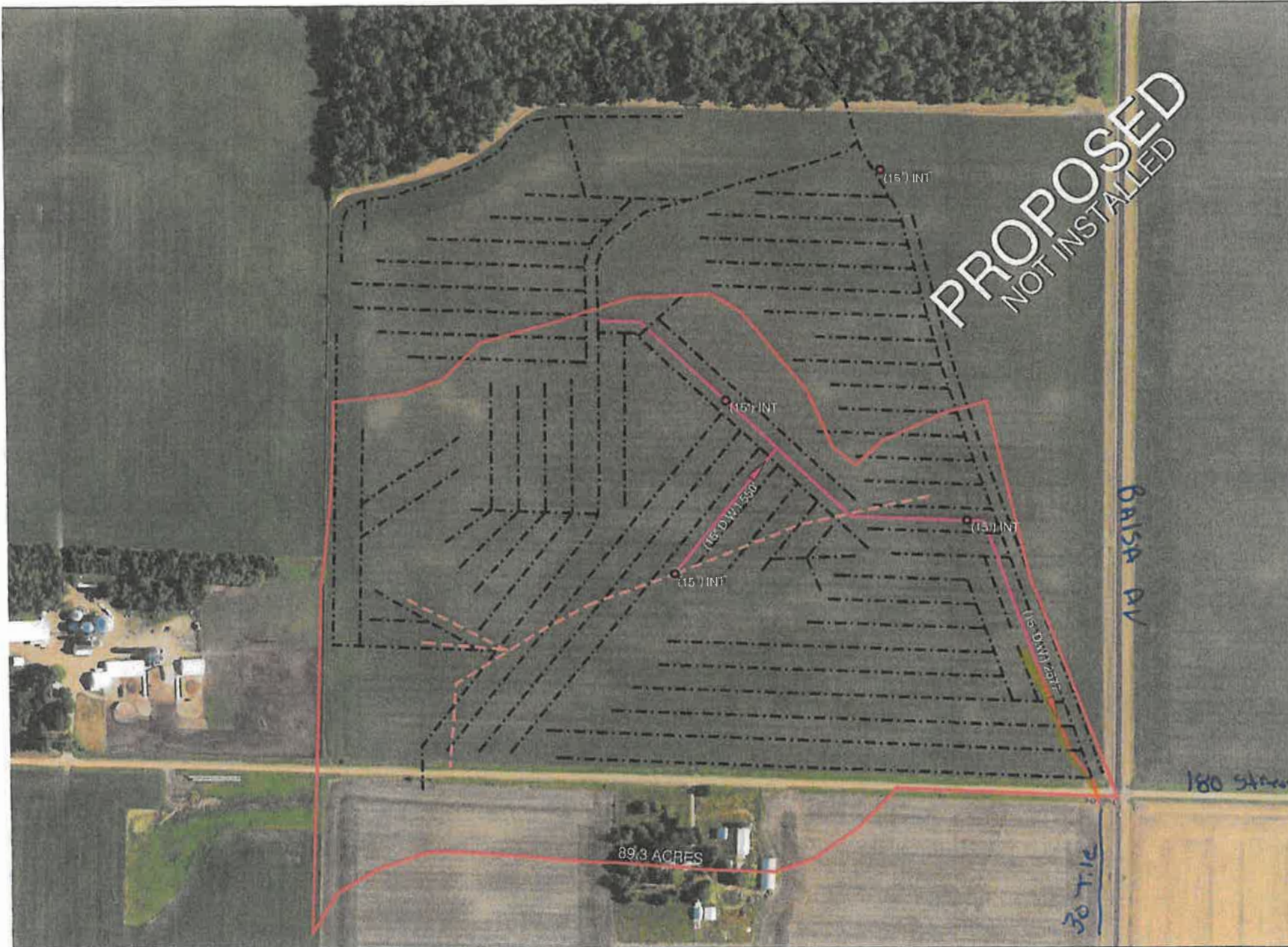
| Item          | Description           | Qty   | Rate     | Total     |
|---------------|-----------------------|-------|----------|-----------|
| 15" Dual Wall | Gales TWP, Section 20 | 3,127 | 17.25    | 53,940.75 |
| 15" Intake    | South route           | 3     | 1,000.00 | 3,000.00  |
| Intake Flag   |                       | 3     | 20.00    | 60.00     |
| 15" Bar Guard |                       | 3     | 150.00   | 450.00    |
| 15" Dual Wall | Intake riser          | 15    | 17.25    | 258.75    |

This is what I am thinking  
 Total of around 2450 ft  
 This would be different than  
 The MAP - Cost 45 to 50 Thousand

North

West

South



PROPOSED  
NOT INSTALLED



CELL: 5  
OFFICE: :  
OPDAHLDRAIN  
Owner: HEMISH  
Installed: ---  
TO  
15' D.



US Sur  
Coordinate System 1

Map

- The Existing
- Existing Plastic
- Existing Clay
- Existing Conc.
- Existing Abandoned
- Approx. Location
- Existing Capped
- Existing Intake (INT)
- The Installed
- 4"
- 6"
- 8"
- 10"
- 12"
- 15"
- 18"
- 24"
- Intake (INT)

Locatic



SE 1/4 of Section 20  
Richardson Co

Richardson\_Gal\_20\_SE\_9



**REQUEST FOR BOARD ACTION**

|   |  |
|---|--|
| <b>Requested Board Date:</b> March 5, 2024  | <b>Originating Dept.:</b> Environmental  |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |  |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Nick                   |
| Electric transmission lines and pipelines   | <b>estimated time needed:</b> 10 minutes |
| <b>Board Action:</b> <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Informational only.

**Background Information:**

The Board has heard from several citizens and citizen groups regarding the proposed Xcel transmission line and the proposed Summit Carbon pipeline. Discussion topics have included potential setbacks and other zoning regulations, moratoriums, and eminent domain.

The purpose of this request for board action is to review Redwood County's regulatory options in connection with these two projects.

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 \*\***

**Power lines and pipelines: Rules, regulations, moratoriums, and eminent domain**

**Power lines:**

Minnesota Statutes Section 216E.10 Subd. 1 preempts county zoning and land use rules:

*“Such permit shall supersede and preempt all zoning, building, or land use rules, regulations, or ordinances promulgated by regional, county, local and special purpose government.”*

**Pipelines:**

Minnesota Statutes Section 216G.02 Subd 4 preempts county zoning and land use rules:

*“The pipeline routing permit supersedes and preempts all zoning, building, or land use rules, regulations, or ordinances promulgated by regional, county, local, and special purpose governments.”*

However, 216G.07 Subd. 3 allows the county, as the road authority and drainage authority, to adopt and enforce reasonable rules to protect the roads and the drainage systems. This includes increasing the minimum depth of the pipeline and “other measures,” as long as they are reasonable and connected to protecting public roads and drainage.

*“Any political subdivision authorized by law to approve the use of the right-of-way of any public drainage facility or any public street or highway for a pipeline may:*

*(1) waive the minimum depth of cover requirement of subdivision 1 if the depth of cover or other means approved for the use of the right-of-way adequately protects the health and safety of the public; or*

*(2) adopt and enforce by ordinance or resolution reasonable rules or regulations establishing a greater depth of cover than the minimum required in subdivision 1 and other measures for protection of public roads and drainage facilities under their jurisdiction.”*

Additionally, 216G.07 Subd. 5 allows a county board to establish reasonable standards for pipelines in order to protect or restore agricultural land and mitigate the adverse effect of pipeline construction on productive land.

*“Subd. 5. Agricultural protection standards. A county board may establish by ordinance reasonable standards and conditions for pipeline construction which are necessary to protect and restore cultivated agricultural land crossed by a pipeline and to mitigate the adverse impact of pipeline construction on the productive use of that land. The standards*

*may include but shall not be limited to standards and conditions concerning restoration of drainage tile and drainage patterns, soil compaction and removal of rocks and debris after construction. A county adopting standards and conditions for pipeline construction shall consult with adjacent counties and other counties in the same development region and shall endeavor to adopt standards and conditions which are reasonably uniform with standards and conditions in adjacent counties and in other counties in that region.”*

[other counties]

**Moratorium:**

Minnesota Statutes Section 394.34 allows counties to enact moratoriums on land uses in order to conduct studies for a reasonable time, not to exceed one year, with a one year extension. The purpose must be to protect public health, safety and welfare.

Since a moratorium is not a regulation of depth or other construction standard, a moratorium would most likely be preempted by 216E and 216G.

**Eminent Domain:**

Xcel has the power to use eminent domain for its power line, as a utility company engaged in the provision of electric energy.

Summit Carbon Solutions does not have the power to use eminent domain for its carbon pipeline, because the project is not a public use or public purpose as defined by State Statute.

Minnesota Statutes Section 117.012 Subd. 2 states that “eminent domain may only be used for a public use or public purpose.”

117.025 Subd. 11 defines “public use or public purpose” to mean the following:

- the land will be owned and used by the general public or public agencies
- the land will be owned or operated by a public service corporation, or
- mitigation of blight, clean up environmental contamination, reduce abandoned property, remove a nuisance.

Subd. 10 defines public service corporation as:

- a utility as defined by 216E.01 Subd. 10 (providing electricity)
- Gas electric, phone, or cable company
- A Co-op
- Natural gas pipeline
- Oil pipeline

- Municipal utility
- Joint venture per 452.25 (joint venture by utilities) or 452.26 (joint venture may be joined by municipal utility)
- Airports
- Common carriers
- Watershed districts
- Drainage authorities

Xcel is a utility as defined in 216E.01 Subd. 10, and therefore is considered a public service corporation. As such, Xcel has the authority to use eminent domain to build and operate electric power lines under Minnesota Statutes Chapter 117.

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



REVENUES & EXPENDITURES BUDGET REPORT As of 02/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

| Account Number                        | Status                          | Quarter To Date | Year To Date  | Percent of Year Budget | 17% % 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               | 720,556.00-     | 720,556.00-   | 728,000.00-            | 99           |
| 03-301-000-0000-5240                  | ST. OF MN. - REG. MAINT.        | 1,109,122.50-   | 1,109,122.50- | 2,302,595.00-          | 48           |
| 03-301-000-0000-5242                  | ST. OF MN. - MUN.MAINT.         | 174,908.00-     | 174,908.00-   | 319,121.00-            | 55           |
| 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          | 313,516.67-     | 313,516.67-   | 2,609,658.00-          | 12           |
| 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              | 3,282.27-       | 3,282.27-     | 158,920.00-            | 2            |
| 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        | 32,482.00       | 32,482.00     | 340,411.00             | 10           |
| 03-301-000-0000-6113                  | MEAL EXPENSE-TAXABLE            | 0.00            | 0.00          | 58.00                  | 0            |
| 03-301-000-0000-6153                  | EMPLOYER CAFETERIA CONTRIBUTION | 8,560.57        | 8,560.57      | 49,122.00              | 17           |
| 03-301-000-0000-6163                  | PERA-COUNTY SHARE               | 2,436.15        | 2,436.15      | 25,531.00              | 10           |
| 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               | 1,880.54        | 1,880.54      | 21,106.00              | 9            |
| 03-301-000-0000-6176                  | MEDICARE-COUNTY SHARE           | 439.80          | 439.80        | 4,936.00               | 9            |
| 03-301-000-0000-6202                  | TELEPHONE/FAX EXPENSE           | 2,747.55        | 2,747.55      | 19,971.00              | 14           |
| 03-301-000-0000-6210                  | POSTAGE                         | 164.79          | 164.79        | 2,626.00               | 6            |
| 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          | 65.00                  | 0            |
| 03-301-000-0000-6242                  | DUES                            | 2,808.00        | 2,808.00      | 5,925.00               | 47           |

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



REVENUES & EXPENDITURES BUDGET REPORT As of 02/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

| Account Number           | Status   | Quarter<br>To Date | Year<br>To Date      | Percent of Year      |                       |           |
|--------------------------|--|--------------------|----------------------|----------------------|-----------------------|-----------|
|                          |  |                    |                      | Budget               | % of<br>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                              | 775.00             | 775.00               | 7,182.00             | 11                    |           |
| 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                                | 157.46             | 157.46               | 6,694.00             | 2                     |           |
| 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>0 PROGRAM</b>         | <b>Totals ...</b>                              | <b>Revenue</b>     | <b>2,321,385.44-</b> | <b>2,321,385.44-</b> | <b>19,572,001.00-</b> | <b>12</b> |
|                          |  | <b>Expend.</b>     | <b>194,913.32</b>    | <b>194,913.32</b>    | <b>652,685.00</b>     | <b>30</b> |
|                          |  | <b>Net</b>         | <b>2,126,472.12-</b> | <b>2,126,472.12-</b> | <b>18,919,316.00-</b> | <b>11</b> |
| <b>301 DEPT</b>          | <b>Totals ROAD &amp; BRIDGE ADMINISTRATION</b> | <b>Revenue</b>     | <b>2,321,385.44-</b> | <b>2,321,385.44-</b> | <b>19,572,001.00-</b> | <b>12</b> |
|                          |  | <b>Expend.</b>     | <b>194,913.32</b>    | <b>194,913.32</b>    | <b>652,685.00</b>     | <b>30</b> |
|                          |  | <b>Net</b>         | <b>2,126,472.12-</b> | <b>2,126,472.12-</b> | <b>18,919,316.00-</b> | <b>11</b> |
| 310 DEPT                 | HIGHWAY MAINTENANCE                            |                    |                      |                      |                       |           |
| ----- 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                       | 98,294.03          | 98,294.03            | 1,099,080.00         | 9                     |           |
| 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                      | 5,339.06           | 5,339.06             | 38,199.00            | 14                    |           |
| 03-310-000-0000-6113     | MEAL EXPENSE-TAXABLE                           | 54.79              | 54.79                | 120.00               | 46                    |           |
| 03-310-000-0000-6153     | EMPLOYER CAFETERIA CONTRIBUTION                | 44,008.00          | 44,008.00            | 287,066.00           | 15                    |           |
| 03-310-000-0000-6163     | PERA-COUNTY SHARE                              | 7,772.47           | 7,772.47             | 85,296.00            | 9                     |           |
| 03-310-000-0000-6175     | FICA-COUNTY SHARE                              | 5,830.95           | 5,830.95             | 72,956.00            | 8                     |           |
| 03-310-000-0000-6176     | MEDICARE-COUNTY SHARE                          | 1,363.69           | 1,363.69             | 17,062.00            | 8                     |           |
| 03-310-000-0000-6202     | TELEPHONE/FAX EXPENSE                          | 60.00              | 60.00                | 360.00               | 17                    |           |
| 03-310-000-0000-6292     | CONTRACT PAYMENTS                              | 0.00               | 0.00                 | 106,184.00           | 0                     |           |
| 03-310-000-0000-6341     | EQUIPMENT RENTAL                               | 9,629.40           | 9,629.40             | 155,000.00           | 6                     |           |
| 03-310-000-0000-6501     | ROAD MAINTENANCE SUPPLIES & MATERIALS          | 1,961.33           | 1,961.33             | 990,242.00           | 0                     |           |
| 03-310-000-0000-6507     | MISCELLANEOUS EXPENSES                         | 452.41             | 452.41               | 16,956.00            | 3                     |           |
| 03-310-000-0000-6508     | TOWN ROAD DISTRIBUTION                         | 720,556.00         | 720,556.00           | 728,000.00           | 99                    |           |
| 03-310-000-0000-6601     | CAPITAL OUTLAY (\$5,000 AND OVER)              | 157,384.79         | 157,384.79           | 935,312.00           | 17                    |           |



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



REVENUES & EXPENDITURES BUDGET REPORT As of 02/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

|                      |  | Status  | Quarter To Date | Year To Date | Percent of Year Budget | 17% % of BDG |
|----------------------|--|---------|-----------------|--------------|------------------------|--------------|
| <b>0 PROGRAM</b>     | <b>Totals ...</b>                                    | Revenue | 0.00            | 0.00         | 9,845.00-              | 0            |
|                      |  | Expend. | 1,052,706.92    | 1,052,706.92 | 4,571,259.00           | 23           |
|                      |  | Net     | 1,052,706.92    | 1,052,706.92 | 4,561,414.00           | 23           |
| <b>310 DEPT</b>      | <b>Totals HIGHWAY MAINTENANCE</b>                    | Revenue | 0.00            | 0.00         | 9,845.00-              | 0            |
|                      |  | Expend. | 1,052,706.92    | 1,052,706.92 | 4,571,259.00           | 23           |
|                      |  | Net     | 1,052,706.92    | 1,052,706.92 | 4,561,414.00           | 23           |
| <b>320 DEPT</b>      | <b>HIGHWAY CONSTRUCTION &amp; ENGINEERING</b>        |         |                 |              |                        |              |
| <b>REVENUES</b>      |  |         |                 |              |                        |              |
| 03-320-000-0000-5249 | INTERGOVERNMENTAL REIMBURSEMENTS-LC                  |         | 0.00            | 0.00         | 160,000.00-            | 0            |
| <b>EXPENDITURES</b>  |  |         |                 |              |                        |              |
| 03-320-000-0000-6103 | SALARIES & WAGES-REGULAR                             |         | 22,350.00       | 22,350.00    | 234,228.00             | 10           |
| 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                                 |         | 51.29           | 51.29        | 47.00                  | 109          |
| 03-320-000-0000-6153 | EMPLOYER CAFETERIA CONTRIBUTION                      |         | 11,088.32       | 11,088.32    | 66,408.00              | 17           |
| 03-320-000-0000-6163 | PERA-COUNTY SHARE                                    |         | 1,676.25        | 1,676.25     | 19,138.00              | 9            |
| 03-320-000-0000-6175 | FICA-COUNTY SHARE                                    |         | 1,199.27        | 1,199.27     | 16,658.00              | 7            |
| 03-320-000-0000-6176 | MEDICARE-COUNTY SHARE                                |         | 280.48          | 280.48       | 3,896.00               | 7            |
| 03-320-000-0000-6291 | PROFESSIONAL & TECHNICAL SERVICES                    |         | 3,288.08-       | 3,288.08-    | 1,007,618.00           | 0-           |
| 03-320-000-0000-6292 | CONTRACT PAYMENTS                                    |         | 695,593.05      | 695,593.05   | 12,680,279.00          | 5            |
| 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                   |         | 2,219.97        | 2,219.97     | 48,000.00              | 5            |
| <b>REVENUES</b>      |  |         |                 |              |                        |              |
| 03-320-000-2720-5249 | INTERGOVERNMENTAL REIM                               |         | 0.00            | 0.00         | 522,400.00-            | 0            |
| <b>EXPENDITURES</b>  |  |         |                 |              |                        |              |
| 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>0 PROGRAM</b>     | <b>Totals ...</b>                                    | Revenue | 0.00            | 0.00         | 682,400.00-            | 0            |
|                      |  | Expend. | 794,939.28      | 794,939.28   | 19,548,409.00          | 4            |
|                      |  | Net     | 794,939.28      | 794,939.28   | 18,866,009.00          | 4            |
| <b>320 DEPT</b>      | <b>Totals HIGHWAY CONSTRUCTION &amp; ENGINEERING</b> | Revenue | 0.00            | 0.00         | 682,400.00-            | 0            |
|                      |  | Expend. | 794,939.28      | 794,939.28   | 19,548,409.00          | 4            |
|                      |  | Net     | 794,939.28      | 794,939.28   | 18,866,009.00          | 4            |
| <b>330 DEPT</b>      | <b>EQUIPMENT MAINTENANCE &amp; SHOP</b>              |         |                 |              |                        |              |

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



REVENUES & EXPENDITURES BUDGET REPORT As of 02/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

| <u>Account Number</u> | <u>Status</u>                                  | <u>Quarter To Date</u>       | <u>Year To Date</u>  | <u>Percent of Year Budget</u> | <u>17% % of BDG</u> |
|-----------------------|--|------------------------------|----------------------|-------------------------------|---------------------|
| <b>REVENUES</b>       |  |                              |                      |                               |                     |
| 03-330-000-0000-5980  | INSURANCE RECOVERIES                           | 11,870.00-                   | 11,870.00-           | 0.00                          | 0                   |
| <b>EXPENDITURES</b>   |  |                              |                      |                               |                     |
| 03-330-000-0000-6103  | SALARIES & WAGES-REGULAR                       | 5,938.00                     | 5,938.00             | 137,309.00                    | 4                   |
| 03-330-000-0000-6107  | SALARIES & WAGES-OVERTIME                      | 534.42                       | 534.42               | 5,010.00                      | 11                  |
| 03-330-000-0000-6153  | EMPLOYER CAFETERIA CONTRIBUTION                | 1,994.00                     | 1,994.00             | 24,561.00                     | 8                   |
| 03-330-000-0000-6163  | PERA-COUNTY SHARE                              | 485.43                       | 485.43               | 10,674.00                     | 5                   |
| 03-330-000-0000-6175  | FICA-COUNTY SHARE                              | 378.71                       | 378.71               | 8,824.00                      | 4                   |
| 03-330-000-0000-6176  | MEDICARE-COUNTY SHARE                          | 88.57                        | 88.57                | 2,064.00                      | 4                   |
| 03-330-000-0000-6251  | UTILITIES                                      | 3,792.02                     | 3,792.02             | 81,619.00                     | 5                   |
| 03-330-000-0000-6305  | BLDG - REPAIRS & MAINTENANCE                   | 4,456.01                     | 4,456.01             | 89,486.00                     | 5                   |
| 03-330-000-0000-6306  | MAINTENANCE - EQUIPMENT                        | 3,503.47                     | 3,503.47             | 29,475.00                     | 12                  |
| 03-330-000-0000-6332  | STAFF DEVELOPMENT                              | 0.00                         | 0.00                 | 220.00                        | 0                   |
| 03-330-000-0000-6502  | SHOP MATERIALS & SUPPLIES                      | 2,426.93                     | 2,426.93             | 72,185.00                     | 3                   |
| 03-330-000-0000-6503  | EQUIPMENT REPAIR PARTS & SUPPLIES              | 12,660.71                    | 12,660.71            | 239,296.00                    | 5                   |
| 03-330-000-0000-6504  | FUEL   | 18,061.44                    | 18,061.44            | 462,526.00                    | 4                   |
| <b>0 PROGRAM</b>      | <b>Totals ...</b>                              | <b>Revenue 11,870.00-</b>    | <b>11,870.00-</b>    | <b>0.00</b>                   | <b>0</b>            |
|                       |  | <b>Expend. 54,319.71</b>     | <b>54,319.71</b>     | <b>1,163,249.00</b>           | <b>5</b>            |
|                       |  | <b>Net 42,449.71</b>         | <b>42,449.71</b>     | <b>1,163,249.00</b>           | <b>4</b>            |
| <b>330 DEPT</b>       | <b>Totals EQUIPMENT MAINTENANCE &amp; SHOP</b> | <b>Revenue 11,870.00-</b>    | <b>11,870.00-</b>    | <b>0.00</b>                   | <b>0</b>            |
|                       |  | <b>Expend. 54,319.71</b>     | <b>54,319.71</b>     | <b>1,163,249.00</b>           | <b>5</b>            |
|                       |  | <b>Net 42,449.71</b>         | <b>42,449.71</b>     | <b>1,163,249.00</b>           | <b>4</b>            |
| <b>3 FUND</b>         | <b>Totals ROAD AND BRIDGE</b>                  | <b>Revenue 2,333,255.44-</b> | <b>2,333,255.44-</b> | <b>20,264,246.00-</b>         | <b>12</b>           |
|                       |  | <b>Expend. 2,096,879.23</b>  | <b>2,096,879.23</b>  | <b>25,935,602.00</b>          | <b>8</b>            |
|                       |  | <b>Net 236,376.21-</b>       | <b>236,376.21-</b>   | <b>5,671,356.00</b>           | <b>4-</b>           |
| <b>FINAL TOTALS</b>   | <b>93 Accounts</b>                             | <b>Revenue 2,333,255.44-</b> | <b>2,333,255.44-</b> | <b>20,264,246.00-</b>         | <b>12</b>           |
|                       |  | <b>Expend. 2,096,879.23</b>  | <b>2,096,879.23</b>  | <b>25,935,602.00</b>          | <b>8</b>            |
|                       |  | <b>Net 236,376.21-</b>       | <b>236,376.21-</b>   | <b>5,671,356.00</b>           | <b>4-</b>           |

*Anthony Sellner* 2/28/24  
 Anthony Sellner, Co. Engr. Date



**REQUEST FOR BOARD ACTION**

|                                 |        |  |  |
|---------------------------------|--------|--|--|
| Requested Board Date:           | 3/5/24 | Originating Dept.:   | Road & Bridge                            |
| Preferred 2 <sup>nd</sup> Date: | Next   |  |  |
| Discussion Item:                |        | Presenter:   | Anthony Sellner, County Highway Engineer |
| Approve AP/February bills       |        | 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 AP/February bills

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 \*\***

IFX  
2/28/24 9:21AM

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

3 ROAD AND BRIDGE

|                      | <u>Vendor Name</u>                                     | <u>Rpt</u>  | <u>Amount</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>Service Dates</u>       | <u>Paid On Bhf #</u>  | <u>On Behalf of Name</u>           |             |
| 1                    | 22283 ETTERMAN ENTERPRISES INC<br>03-330-000-0000-6502 |             | 86.48            | shop supplies              |                       | SHOP MATERIALS & SUPPLIES          | N           |
|                      | 22283 ETTERMAN ENTERPRISES INC                         |             | 86.48            | 1 Transactions             |                       |                                    |             |
| 2                    | 80180 SCHMIDT CONSTRUCTION INC<br>03-310-000-0000-6501 |             | 15,196.40        | CSAH 10 Culvert Repair     |                       | ROAD MAINTENANCE SUPPLIES & M      | N           |
|                      | 80180 SCHMIDT CONSTRUCTION INC                         |             | 15,196.40        | 1 Transactions             |                       |                                    |             |
| <b>3 Fund Total:</b> |  |             | <b>15,282.88</b> | <b>ROAD AND BRIDGE</b>     | <b>2 Vendors</b>      | <b>2 Transactions</b>              |             |
| <b>Final Total:</b>  |  |             | <b>15,282.88</b> | <b>2 Vendors</b>           | <b>2 Transactions</b> |                                    |             |

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



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

**Recap by Fund**

| <u>Fund</u>      | <u>AMOUNT</u>    | <u>Name</u>     |
|------------------|------------------|-----------------|
| 3                | 15,282.88        | ROAD AND BRIDGE |
| <b>All Funds</b> | <b>15,282.88</b> | <b>Total</b>    |

Approved by, .....

.....

.....

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3 ROAD AND BRIDGE

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

| Vendor No. | Name<br>Account/Formula  | Rpt<br>Accr | Amount    | Warrant Description<br>Service Dates | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|--|-------------|-----------|--------------------------------------|----------------------------|--|------|
| 1          | 2755 AMERICAN SOLUTIONS FOR BUSINESS<br>03-301-000-0000-6401   |             | 391.37    | check stock                          |                            | OFFICE SUPPLIES                                  | N    |
|            | 2755 AMERICAN SOLUTIONS FOR BUSINESS                           |             | 391.37    |                                      | 1 Transactions             |  |      |
| 2          | 2940 ARAMARK<br>03-330-000-0000-6502                           |             | 103.62    | shop uniforms                        |                            | SHOP MATERIALS & SUPPLIES                        | N    |
|            | 2940 ARAMARK   |             | 103.62    |                                      | 1 Transactions             |  |      |
| 5          | 76720 AUTO VALUE OF REDWOOD FALLS<br>03-330-000-0000-6502      |             | 473.17    | shop supplies                        |                            | SHOP MATERIALS & SUPPLIES                        | N    |
| 3          | 03-330-000-0000-6503   |             | 225.92    | repair part                          |                            | EQUIPMENT REPAIR PARTS & SUPP                    | N    |
| 4          | 03-330-000-0000-6503   |             | 240.99    | battary replacement                  |                            | EQUIPMENT REPAIR PARTS & SUPP                    | N    |
|            | 76720 AUTO VALUE OF REDWOOD FALLS                              |             | 940.08    |                                      | 3 Transactions             |  |      |
| 6          | 7570 BOLTON & MENK INC<br>03-320-000-0000-6291                 |             | 44,956.50 | engineering fee                      |                            | PROFESSIONAL & TECHNICAL SER                     | N    |
|            | 7570 BOLTON & MENK INC   |             | 44,956.50 |                                      | 1 Transactions             |  |      |
| 7          | 13056 COLLINS ENGINEERS INC<br>03-320-000-0000-6291            |             | 190.00    | engineering services                 |                            | PROFESSIONAL & TECHNICAL SER                     | N    |
|            | 13056 COLLINS ENGINEERS INC                                    |             | 190.00    |                                      | 1 Transactions             |  |      |
| 8          | 20730 ECOWATER SYSTEMS OF REDWOOD FALL<br>03-301-000-0000-6401 |             | 32.00     | office supply                        |                            | OFFICE SUPPLIES                                  | N    |
|            | 20730 ECOWATER SYSTEMS OF REDWOOD FALL                         |             | 32.00     |                                      | 1 Transactions             |  |      |
| 9          | 21500 ELECTRIC MOTOR COMPANY<br>03-330-000-0000-6503           |             | 27.94     | lp fill                              |                            | EQUIPMENT REPAIR PARTS & SUPP                    | N    |
|            | 21500 ELECTRIC MOTOR COMPANY                                   |             | 27.94     |                                      | 1 Transactions             |  |      |
| 10         | 22283 ETTERMAN ENTERPRISES INC<br>03-330-000-0000-6502         |             | 295.53    | shop supplies                        |                            | SHOP MATERIALS & SUPPLIES                        | N    |
|            | 22283 ETTERMAN ENTERPRISES INC                                 |             | 295.53    |                                      | 1 Transactions             |  |      |
| 11         | 24500 FALLS AUTOMOTIVE<br>03-330-000-0000-6502                 |             | 660.00    | jack                                 |                            | SHOP MATERIALS & SUPPLIES                        | N    |
| 13         | 03-330-000-0000-6502   |             | 241.58    | shop supplies                        |                            | SHOP MATERIALS & SUPPLIES                        | N    |
| 12         | 03-330-000-0000-6503   |             | 72.60     | repair part                          |                            | EQUIPMENT REPAIR PARTS & SUPP                    | N    |
|            | 24500 FALLS AUTOMOTIVE   |             | 974.18    |                                      | 3 Transactions             |  |      |

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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 |
|------------|--------------------------------|----------|-----------|-----------------------------------|-------------------------|---|------|
| 14         | 24589 FARMWARD COOPERATIVE     |          | 43.70     | gas hose                          |                         | SHOP MATERIALS & SUPPLIES                     | N    |
|            | 24589 FARMWARD COOPERATIVE     |          | 43.70     |                                   | 1 Transactions          |   |      |
| 15         | 24594 FASTENAL COMPANY         |          | 1,234.37  | shop supplies                     |                         | SHOP MATERIALS & SUPPLIES                     | N    |
|            | 24594 FASTENAL COMPANY         |          | 1,234.37  |                                   | 1 Transactions          |   |      |
| 16         | 37640 INNOVATIVE SOLUTIONS LLC |          | 197.19    | office supplies                   |                         | OFFICE SUPPLIES                               | N    |
|            | 37640 INNOVATIVE SOLUTIONS LLC |          | 197.19    |                                   | 1 Transactions          |   |      |
| 17         | 43095 JOHN DEERE FINANCIAL     |          | 824.83    | radio                             |                         | EQUIPMENT REPAIR PARTS & SUPP                 | N    |
| 18         | 43095 JOHN DEERE FINANCIAL     |          | 666.74    | filters                           |                         | EQUIPMENT REPAIR PARTS & SUPP                 | N    |
|            | 43095 JOHN DEERE FINANCIAL     |          | 1,491.57  |                                   | 2 Transactions          |   |      |
| 19         | 48900 KRIS ENGINEERING INC     |          | 13,719.00 | carbide insert 4'                 |                         | EQUIPMENT REPAIR PARTS & SUPP                 | N    |
| 20         | 48900 KRIS ENGINEERING INC     |          | 2,108.80  | carbide insert 3'                 |                         | EQUIPMENT REPAIR PARTS & SUPP                 | N    |
|            | 48900 KRIS ENGINEERING INC     |          | 15,827.80 |                                   | 2 Transactions          |   |      |
| 21         | 50050 L & S CONSTRUCTION CORP  |          | 9,455.00  | washout repair                    |                         | ROAD MAINTENANCE SUPPLIES & M                 | N    |
|            | 50050 L & S CONSTRUCTION CORP  |          | 9,455.00  |                                   | 1 Transactions          |   |      |
| 23         | 52290 LITTLE FALLS MACHINE INC |          | 145.53    | equipment pin                     |                         | EQUIPMENT REPAIR PARTS & SUPP                 | N    |
|            | 52290 LITTLE FALLS MACHINE INC |          | 145.53    |                                   | 1 Transactions          |   |      |
| 22         | 53227 LOFFLER COMPANIES INC    |          | 60.97     | copy machine fees                 |                         | OFFICE EQUIPMENT REPAIR & MAINT               | N    |
|            | 53227 LOFFLER COMPANIES INC    |          | 60.97     |                                   | 1 Transactions          |   |      |
| 24         | 55610 M-R SIGN CO INC          |          | 2,933.40  | sign shop supplies                |                         | ROAD MAINTENANCE SUPPLIES & M                 | N    |
| 25         | 55610 M-R SIGN CO INC          |          | 221.77    | road sign                         |                         | ROAD MAINTENANCE SUPPLIES & M                 | N    |
|            | 55610 M-R SIGN CO INC          |          | 3,155.17  |                                   | 2 Transactions          |   |      |
|            | 55389 MARC                     |          |           |                                   |                         |   |      |

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3 ROAD AND BRIDGE

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

| Vendor No. | Name<br>Account/Formula                | Rpt<br>Accr | Amount | Warrant Description<br>Service Dates | Invoice #<br>Paid On Bhf # | Account/Formula Description<br>On Behalf of Name | 1099 |
|------------|--|-------------|--------|--------------------------------------|----------------------------|--|------|
| 26         | 55389 MARC                             |             | 514.06 | shop supplies                        | 1 Transactions             | SHOP MATERIALS & SUPPLIES                        | N    |
| 27         | 55697 MATHESON TRI-GAS INC             |             | 98.21  | oxygen bottle                        | 1 Transactions             | SHOP MATERIALS & SUPPLIES                        | N    |
| 28         | 56913 MIDWEST SUPPLY OF TRACY INC      |             | 29.11  | shop supplies                        | 1 Transactions             | SHOP MATERIALS & SUPPLIES                        | N    |
| 29         | 57928 MINNESOTA COUNTY HWY ACCOUNTANTS |             | 500.00 | accountants conference               | 1 Transactions             | STAFF DEVELOPMENT                                | N    |
| 30         | 57390 MN DEPT OF LABOR & INDUSTRY      |             | 20.00  | RWF boiler license                   | 1 Transactions             | BLDG - REPAIRS & MAINTENANCE                     | N    |
| 31         | 57397 MN DEPT OF TRANSPORTATION        |             | 356.85 | MNDot testing                        | 1 Transactions             | PROFESSIONAL & TECHNICAL SER                     | N    |
| 32         | 63540 NORTH CENTRAL INTERNATIONAL INC  |             | 568.08 | repair parts                         |                            | EQUIPMENT REPAIR PARTS & SUPP                    | N    |
| 33         | 63540 NORTH CENTRAL INTERNATIONAL INC  |             | 59.58  | antifreeze                           | 2 Transactions             | EQUIPMENT REPAIR PARTS & SUPP                    | N    |
| 34         | 64521 OLSON CHEVROLET                  |             | 148.27 | repair parts                         | 1 Transactions             | EQUIPMENT REPAIR PARTS & SUPP                    | N    |
| 35         | 72637 PROBST/JOSEPH                    |             | 198.00 | boot reimbursement                   | 1 Transactions             | MISCELLANEOUS EXPENSES                           | N    |
| 36         | 76350 REDWOOD COUNTY RECORDER          |             | 500.00 | records lookup                       | 1 Transactions             | PROFESSIONAL & TECHNICAL SER                     | N    |



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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

3 ROAD AND BRIDGE

| Vendor | Name  | Rpt  | Warrant Description | Invoice #                     | Account/Formula Description | 1099                            |
|--------|---|------|---------------------|-------------------------------|-----------------------------|---------------------------------|
| No.    | Account/Formula   | Accr | Amount              | Service Dates                 | Paid On Bhf #               | On Behalf of Name               |
| 38     | <b>76758 REDWOOD TIRE SERVICE</b><br>03-330-000-0000-6306             |      | 146.00              | tire repair                   |                             | MAINTENANCE - EQUIPMENT Y       |
| 37     | 03-330-000-0000-6503  |      | 2,244.00            | tires                         |                             | EQUIPMENT REPAIR PARTS & SUPP Y |
|        | <b>76758 REDWOOD TIRE SERVICE</b>                                     |      | <b>2,390.00</b>     | 2 Transactions                |                             |                                 |
| 39     | <b>78815 RSS GROUP INTERNATIONAL INC</b><br>03-330-000-0000-6502      |      | 1,281.58            | shop supplies                 |                             | SHOP MATERIALS & SUPPLIES N     |
|        | <b>78815 RSS GROUP INTERNATIONAL INC</b>                              |      | <b>1,281.58</b>     | 1 Transactions                |                             |                                 |
| 40     | <b>78265 RTVISION INC</b><br>03-301-000-0000-6291                     |      | 1,575.00            | permitting software           |                             | PROFESSIONAL & TECHNICAL SER N  |
|        | <b>78265 RTVISION INC</b>   |      | <b>1,575.00</b>     | 1 Transactions                |                             |                                 |
| 41     | <b>79500 RUNNINGS FARM &amp; FLEET</b><br>03-310-000-0000-6501        |      | 27.96               | road repair material/supplies |                             | ROAD MAINTENANCE SUPPLIES & N   |
| 42     | 03-330-000-0000-6502  |      | 329.90              | shop supplies                 |                             | SHOP MATERIALS & SUPPLIES N     |
| 43     | 03-330-000-0000-6503  |      | 39.97               | repair parts                  |                             | EQUIPMENT REPAIR PARTS & SUPP N |
| 44     | 03-330-000-0000-6503  |      | 49.99               | tool purchase                 |                             | EQUIPMENT REPAIR PARTS & SUPP N |
|        | <b>79500 RUNNINGS FARM &amp; FLEET</b>                                |      | <b>447.82</b>       | 4 Transactions                |                             |                                 |
| 45     | <b>80075 SAFETY-KLEEN SYSTEMS INC</b><br>03-330-000-0000-6502         |      | 135.48              | parts washer                  |                             | SHOP MATERIALS & SUPPLIES N     |
|        | <b>80075 SAFETY-KLEEN SYSTEMS INC</b>                                 |      | <b>135.48</b>       | 1 Transactions                |                             |                                 |
| 46     | <b>83965 SUMMIT FIRE PROTECTION</b><br>03-330-000-0000-6305           |      | 142.00              | fire detector monitoring      |                             | BLDG - REPAIRS & MAINTENANCE N  |
|        | <b>83965 SUMMIT FIRE PROTECTION</b>                                   |      | <b>142.00</b>       | 1 Transactions                |                             |                                 |
| 50     | <b>86525 TEXAS REFINERY CORP</b><br>03-330-000-0000-6502              |      | 572.50              | paragon grease                |                             | SHOP MATERIALS & SUPPLIES N     |
|        | <b>86525 TEXAS REFINERY CORP</b>                                      |      | <b>572.50</b>       | 1 Transactions                |                             |                                 |
| 52     | <b>88135 TOTAL GLASS OF REDWOOD FALLS INC</b><br>03-330-000-0000-6306 |      | 125.00              | window repair                 |                             | MAINTENANCE - EQUIPMENT N       |
| 51     | 03-330-000-0000-6503  |      | 303.04              | window repair                 |                             | EQUIPMENT REPAIR PARTS & SUPP N |
|        | <b>88135 TOTAL GLASS OF REDWOOD FALLS INC</b>                         |      | <b>428.04</b>       | 2 Transactions                |                             |                                 |
| 49     | <b>88743 TRUCK CENTER COMPANIES</b><br>03-330-000-0000-6502           |      | 37.20               | shop supplies                 |                             | SHOP MATERIALS & SUPPLIES Y     |
| 47     | 03-330-000-0000-6503  |      | 231.20              | repair parts                  |                             | EQUIPMENT REPAIR PARTS & SUPP Y |

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3 ROAD AND BRIDGE

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

| Vendor No.           | Name Account/Formula                                  | Accr | Rpt | Amount            | Warrant Description Service Dates | Invoice # Paid On Bhf # | Account/Formula Description On Behalf of Name | 1099 |
|----------------------|---|------|-----|-------------------|-----------------------------------|-------------------------|---|------|
| 48                   | 03-330-000-0000-6503                                  |      |     | 320.80            | tires                             |                         | EQUIPMENT REPAIR PARTS & SUPP                 | Y    |
|                      | <b>88743 TRUCK CENTER COMPANIES</b>                   |      |     | <b>589.20</b>     |                                   | <b>3 Transactions</b>   |   |      |
|                      | <b>89002 TURBES AG SALES &amp; SERVICE LLC</b>        |      |     |                   |                                   |                         |   |      |
| 53                   | 03-330-000-0000-6306                                  |      |     | 270.53            | tire repair                       |                         | MAINTENANCE - EQUIPMENT                       | Y    |
| 54                   | 03-330-000-0000-6306                                  |      |     | 28.02             | tire labor                        |                         | MAINTENANCE - EQUIPMENT                       | Y    |
| 56                   | 03-330-000-0000-6306                                  |      |     | 25.00             | repair labor                      |                         | MAINTENANCE - EQUIPMENT                       | Y    |
| 55                   | 03-330-000-0000-6503                                  |      |     | 1,346.45          | tire                              |                         | EQUIPMENT REPAIR PARTS & SUPP                 | Y    |
|                      | <b>89002 TURBES AG SALES &amp; SERVICE LLC</b>        |      |     | <b>1,670.00</b>   |                                   | <b>4 Transactions</b>   |   |      |
|                      | <b>91159 VAULT HEALTH</b>                             |      |     |                   |                                   |                         |   |      |
| 57                   | 03-310-000-0000-6507                                  |      |     | 615.14            | drug testing                      |                         | MISCELLANEOUS EXPENSES                        | N    |
|                      | <b>91159 VAULT HEALTH</b>                             |      |     | <b>615.14</b>     |                                   | <b>1 Transactions</b>   |   |      |
|                      | <b>92281 WALMART COMMUNITY</b>                        |      |     |                   |                                   |                         |   |      |
| 58                   | 03-301-000-0000-6401                                  |      |     | 26.64             | office supplies                   |                         | OFFICE SUPPLIES                               | N    |
|                      | <b>92281 WALMART COMMUNITY</b>                        |      |     | <b>26.64</b>      |                                   | <b>1 Transactions</b>   |   |      |
|                      | <b>93073 WENDORFF WELDING &amp; FABRICATION</b>       |      |     |                   |                                   |                         |   |      |
| 59                   | 03-330-000-0000-6502                                  |      |     | 1,076.08          | repair parts homemade drag        |                         | SHOP MATERIALS & SUPPLIES                     | N    |
| 60                   | 03-330-000-0000-6503                                  |      |     | 85.25             | repair parts                      |                         | EQUIPMENT REPAIR PARTS & SUPP                 | N    |
|                      | <b>93073 WENDORFF WELDING &amp; FABRICATION</b>       |      |     | <b>1,161.33</b>   |                                   | <b>2 Transactions</b>   |   |      |
|                      | <b>93110 WIDSETH SMITH NOLTING &amp; ASSOCIATES I</b> |      |     |                   |                                   |                         |   |      |
| 61                   | 03-320-000-0000-6291                                  |      |     | 78,433.16         | engineering fees                  |                         | PROFESSIONAL & TECHNICAL SER                  | N    |
|                      | <b>93110 WIDSETH SMITH NOLTING &amp; ASSOCIATES I</b> |      |     | <b>78,433.16</b>  |                                   | <b>1 Transactions</b>   |   |      |
|                      | <b>99200 Z DOORMEN LLC</b>                            |      |     |                   |                                   |                         |   |      |
| 62                   | 03-330-000-0000-6305                                  |      |     | 170.00            | door repair                       |                         | BLDG - REPAIRS & MAINTENANCE                  | Y    |
|                      | <b>99200 Z DOORMEN LLC</b>                            |      |     | <b>170.00</b>     |                                   | <b>1 Transactions</b>   |   |      |
| <b>3 Fund Total:</b> |   |      |     | <b>172,152.57</b> | <b>ROAD AND BRIDGE</b>            | <b>43 Vendors</b>       | <b>62 Transactions</b>                        |      |
| <b>Final Total:</b>  |   |      |     | <b>172,152.57</b> | <b>43 Vendors</b>                 | <b>62 Transactions</b>  |   |      |

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



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

**Recap by Fund**

| <u>Fund</u>      | <u>AMOUNT</u>     | <u>Name</u>     |
|------------------|-------------------|-----------------|
| 3                | 172,152.57        | ROAD AND BRIDGE |
| <b>All Funds</b> | <b>172,152.57</b> | <b>Total</b>    |

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



**REQUEST FOR BOARD ACTION**

|                                       |  |   |  |
|---------------------------------------|--|---|--|
| <b>Requested Board Date:</b>          | 3/5/2024   | <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 |
| Lamberton Shop 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 Masonry LLC to make appropriate, unforeseen supplemental repairs to the County Shop in Lamberton in the amount of \$4,500.

**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. Previously approved repairs in the original scope of work were estimated at \$48,200. Unforeseen, supplemental repairs need to be made to the southeast wall of the building in the amount of \$4,500.

Andy's Masonry total approved work is now: \$52,700 (\$48,200 original scope + \$4,500 in supplemental, unforeseen work). The second original bid for the job was \$111,379.91 by JT Enger Construction.

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: NA

Date Requestor Requires Review Completion: NA

**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**

**Extra for the unseen damage to the east wall it is  
bowing out.**

What needs to be done?

Remove buffalo board

Remove the steel paneling for about 10 feet

Pushback more insulation

Redo the bracing

Hook the cable up to the wall and pull it back

**THIS WORK WILL TAKE TWO PEOPLE THREE DAYS TO COMPLETE APPROXIMATELY.**

**Bid for extra \$4500**

**Or I can do it by the hour I typically charge \$145 per  
man hour.**

ORIGINAL DAMAGE



REPAIR PROGRESS AS  
OF FEB 21, 2024.  
NORTHEAST CORNER  
(INTERIOR)



REPAIR PROGRESS AS  
OF FEB 21, 2024.  
SOUTHEAST WALL  
(EXTERIOR)







**REQUEST FOR BOARD ACTION**

|  |   |  |  |
|--|---|--|--|
| <b>Requested Board Date:</b>             | 3/5/2024                                      | <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 |
| Advertising Box Culvert - Bridge Project |   | <b>estimated time needed:</b>                              | 5 minutes                                |
| <b>Board Action:</b>                     | <input type="checkbox"/> Yes, action required | <input checked="" type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

None. For information only. The Redwood County Highway Department is currently advertising reconstruction of 15 box culvert structures as shown in the attached map. This includes 4 County Road structures, 4 County State Aid Highway structures and 7 Township Road structures. The project will include 1,446 linear feet of box culvert pipe and 36 box culvert end sections and will be constructed over two years, and is the largest, local agency box culvert project in Minnesota history.

**Background Information:**

The estimated construction cost of these 15 bridge structures is \$6,583,583, which is the largest, local agency, single box culvert project in Minnesota history.

**Funding for the construction portion of the project includes:**

- \$3,128,496 in Town Bridge funds. \$995,681 is the annual allotment, the remaining \$2,132,815 is Special Town Bridge funds.
- \$2,309,947 in Bridge Bonds. The CR structures are 100% funded. The CSAH 7 and CSAH 16 structures are 50% funded. The CSAH 45 and CSAH 1 structures are 100% funded by special request, which amounts to an extra \$413,000 in bridge funds.
- \$684,842 in County State Aid Highway Funds
- \$185,339 in Wheelage Tax for 2 County Road structures
- \$134,959 from the \$10M General Obligation Bond for 2 County Road Structures
- \$140,000 from Townships

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

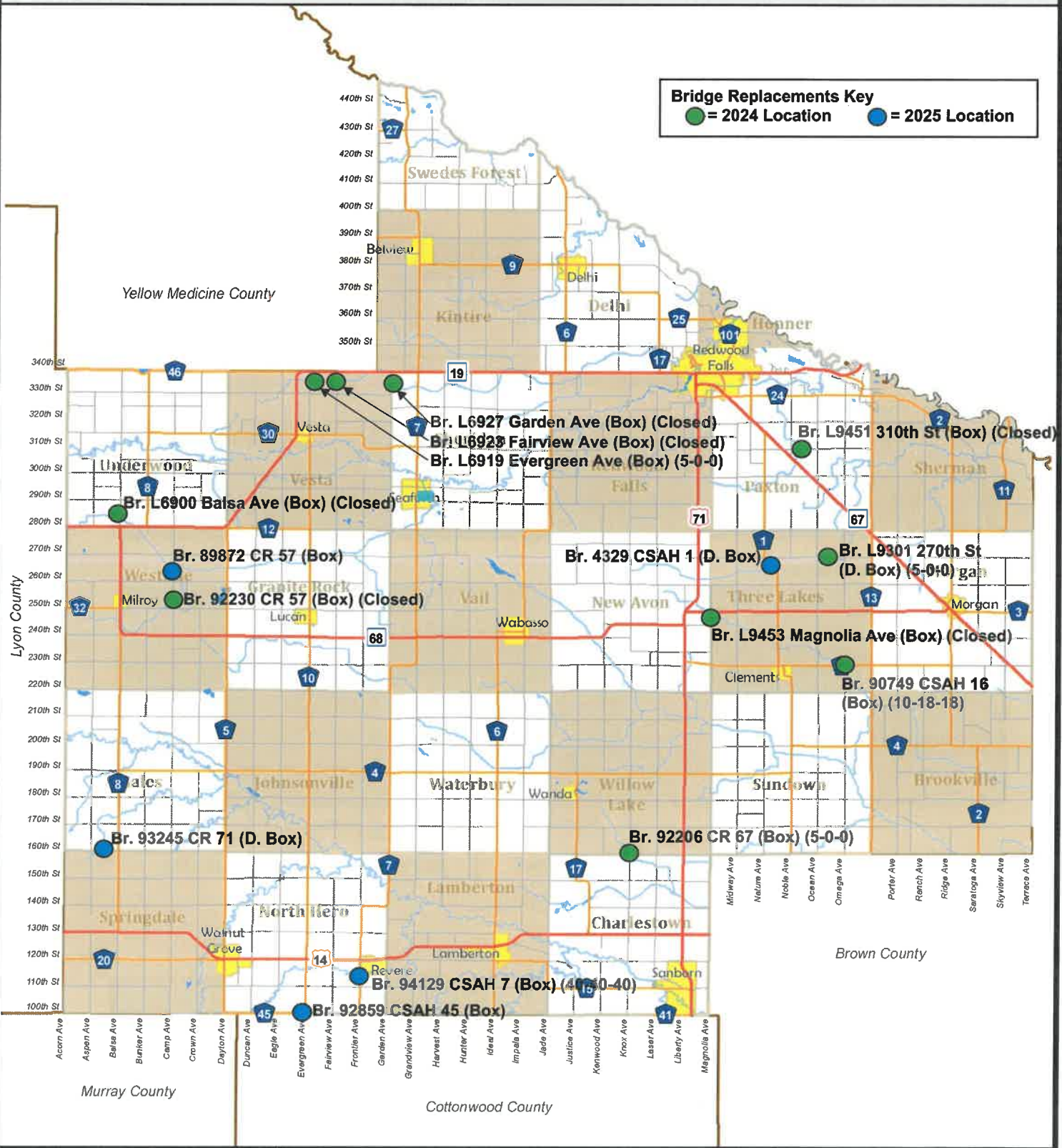
**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

# Project Location Map Redwood County, MN

**Bridge Replacements Key**  
● = 2024 Location    ● = 2025 Location



0 1 2 4 6 Miles

| Roads   | Boundaries  | Water   |
|---|---|---|
| <span style="color: red;">—</span> Federal and State              | <span style="background-color: yellow;"> </span> Cities     | <span style="background-color: lightblue;"> </span> Lakes |
| <span style="color: orange;">—</span> County State Aid            | <span style="background-color: #f0e68c;"> </span> Townships | <span style="color: blue;">—</span> Rivers                |
| <span style="color: gray;">—</span> All other County and Township | <span style="border: 1px solid black;"> </span> 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.

## Bridge Replacements Key - Pending Design and/or Funding

● = 2024-2026 Location   ● = 2026-2029 Location

### 2024-2026 Bridge List

1. Br. 64503 CR 51 (Everstrong) (Closed)
  2. Br. 89826 CSAH 8 (Everstrong) (22-40-40)
  3. 90749 CSAH 16 Box (funds secured) (10-18-18)
  4. 92230 CR 57 Box (funds secured) (Closed)
  5. 92206 CR 67 Box (funds secured) (5 Ton)
  6. L6923 Vesta Fairview Ave Box (funds secured) (Closed)
  7. L6927 Sheridan Garden Ave Box (funds secured) (Closed)
  8. L9451 Paxton 310th St Box (funds secured) (Closed)
  9. L9453 Three Lakes Magnolia Ave Box (funds secured) (Closed)
  10. L6900 Underwood Balsa Ave Box (funds secured) (Closed)
  11. L6919 Vesta Evergreen Ave Box (funds secured) (5 Ton)
  12. L9301 Three Lakes 270th St Box (funds secured) (5 Ton)
  13. 1195 CSAH 20 Box (design TBD) (14-26-26)
  14. Br. 89830 CSAH 10 (funds secured)
  15. 92859 CSAH 45 Box (funds secured)
  16. 94129 CSAH 7 Box (funds secured) (40-40-40)
  17. 4329 CSAH 1 Box (fund secured)
  18. 89872 CR 57 Box (funds secured)
  19. 93245 CR 71 Box (funds secured)
  20. L9522 Three Lakes 270th St Box (design in progress) (12-20-20)
  21. L9886 Gales 170th Box (design in progress) (18-32-32)
  22. Br. L9348 Sherman Porter Ave TBD (design in progress) (10-18-18)
  23. L6933 Kintire Harvest Ave Box (design in progress) (14-24-24)
  24. Br. 64532 CSAH 5 (design in progress) (16-30-30)
  25. Br. 89850 CSAH 17 Goldmine (funds secured, design in progress) (Closed)
- Target Year: 2024
- Target Year: 2025-2026

### 2026-2029 Bridge List

26. L8558 Waterbury Grandview Ave RILB (TBD yr) (design in progress) (16-24-24)
27. L8797 Waterbury 200th St RILB (TBD yr) (design in progress)
28. L6880 Springdale 140th St Box (TBD yr) (design in progress - DNR) (12-22-22)
29. L6909 Springdale Crown Ave Box (TBD yr) (design in progress - Township) (3-0-0)
30. L6892 Springdale Aspen Ave Box (TBD yr) (design in progress - DNR) (10-16-16)
31. Br. 64505 Brookville Prairie Ave (2026) (design TBD) (30-40-40)
32. Br. 64501 CSAH 11 (2026) (design TBD) (26-40-40)
33. 92202 CSAH 5 Box (2026) (design TBD)
34. Br. 64513 CR 70 TBD (2026) (design in progress)
35. Br. 89888 CR 65 (2027) (design in progress) (22-38-38)
36. Br. L6945 Delhi Impala Ave TBD (2027) (design in progress) (28-40-40)
37. L8563 Westline Bunker Ave Box (2028) (design in progress)
38. L8764 Granite Rock Duncan Ave Box (2028) (design in progress)
39. 89844 CSAH 16 Box (design in progress) (2029)
40. 92194 CSAH 101 Box (design in progress) (2029)
41. Br. 5745 CSAH 6 (2029) (design TBD)
42. Br. 64538 Willow Lake Kenwood Ave (TBD yr) (design in progress) (24-40-40)
43. Br. L9347 Paxton 300th St TBD (TBD yr) (design in progress) (34-0-0)
44. Br. 64547 North Hero Duncan Ave (TBD yr) (design in progress)



**REQUEST FOR BOARD ACTION**

|  |          |  |  |
|--|----------|--|--|
| <b>Requested Board Date:</b>   | 3/5/2024 | <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 |
| Approve Bridge Inspection Professional Engineering Services Contract |          | <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 Bolton and Menk Bridge Inspection Professional Engineering Services Contract in the amount of \$255,000; \$119,000 of which will be funded through the State of Minnesota's Township Bridge Account, \$68,000 from the CSAH Fund (Gas Tax), 34,000 from the 2023 General Obligation Bond, and \$34,000 through the local Wheelage Tax.

**Background Information:**

The Redwood County Highway Department is currently advertising reconstruction of 15 box culvert structures as shown in the attached map. This includes 4 County Road structures, 4 County State Aid Highway structures and 7 Township Road structures. The project will include 1,446 linear feet of box culvert pipe and 36 box culvert end sections and will be constructed over two years, which is the largest, local agency box culvert project in Minnesota history. The estimated construction cost of these 15 bridge structures is \$6,583,583. A full time project inspector is needed for 20 weeks of construction in 2024 and up to 10 weeks in 2025. Work will include construction staking, daily on-site inspection and testing coordination, on-site utility coordination, daily quantity tracking and project logs, weekly MnDOT reports, wage compliance reviews and surveys, MPCA coordination, and right-of-way coordination as needed during construction. Bolton and Menk's inspection services will cost 3.9% of the contract amount. When Redwood County staff inspect a box culvert project, in house inspection services average 2.7% of the contract amount, a comparable amount. Bundling the 15 structures on one construction contract achieves construction and inspection efficiencies. Wiseth, Bollig, and Interstate Engineering declined to provide proposals for this work. The Highway Department may assume inspection duties from Bolton and Menk pending contractor scheduling of other bridge and paving projects.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 2/27/2024

Date Requestor Requires Review Completion: 3/4/2024

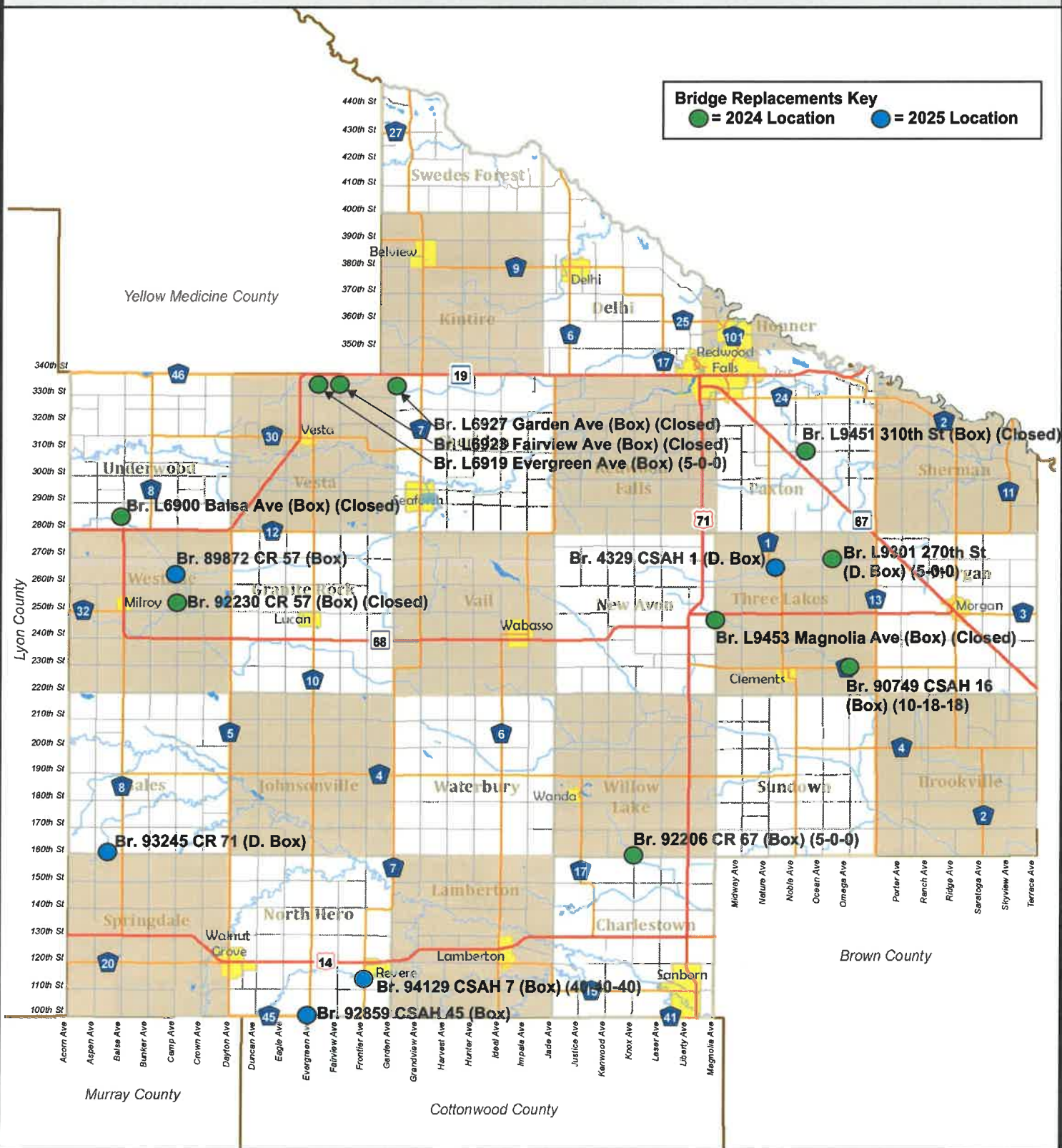
**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

# Project Location Map Redwood County, MN

**Bridge Replacements Key**  
● = 2024 Location    ● = 2025 Location



| Roads   | Boundaries  | Water   |
|---|---|---|
| <span style="color: red;">—</span> Federal and State              | <span style="background-color: yellow;">■</span> Cities   | <span style="background-color: lightblue;">■</span> Lakes |
| <span style="color: orange;">—</span> County State Aid            | <span style="border: 1px solid black;">■</span> Townships | <span style="color: blue;">—</span> Rivers                |
| <span style="color: grey;">—</span> All other County and Township | <span style="border: 1px solid black;">■</span> Counties  |   |

Created by Redwood County GIS Specialist 1/24/2017 using data created by Redwood County. This map is for informational purposes only. Redwood County is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

**REDWOOD COUNTY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of March, 2024 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 1820 East Bridge Street, Redwood Falls, Minnesota 56283, and Bolton and Menk, Inc. (the “Consultant”), 1243 Cedar Street Northeast, Sleepy Eye, MN 56085.

WHEREAS, the County is in need of Bridge Inspection Professional Engineering Services (the “Project”); and

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

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

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

**AGREEMENT**

1. **TERM.**

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

2. **DUTIES OF THE CONSULTANT.**

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

2.2 **Personnel.** All work the Consultant is to perform shall be performed by competent and qualified personnel. **Cameron Lanier** 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 **\$255,000.00** (the "Contract Maximum"). In the event the County requests services that would require payment in excess of the Contract Maximum, the Consultant shall not proceed until such time as the County has approved such modification or addition by written amendment to this Agreement.

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

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

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

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

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

5. AUTHORIZED REPRESENTATIVE.

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

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

6. RELATIONSHIP BETWEEN THE PARTIES.

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



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

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

7. INSURANCE AND INDEMNIFICATION.

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

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

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

8. RECORDS AND INFORMATION.

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

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

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

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

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

9. AUDIT.

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

10. NOTICE.

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

11. DISPUTES.

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

12. TERMINATION AND SUSPENSION.

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

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

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

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

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

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

### 13. SURVIVAL.

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

### 14. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

*[Signature page follows.]*

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

**REDWOOD COUNTY**

**BOLTON AND MENK, INC.**

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

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

Jim Salfer  
Print Name

Bill Helget, P.E.  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

APPROVED AS TO FORM:

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

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

## EXHIBIT A

### SCOPE OF SERVICES

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

1. Complete on-site inspection and testing coordination services for ten 2024 box culverts.
2. Complete on-site inspection and testing coordination services for five 2025 box culverts.
3. Complete on-site inspection and testing coordination services for 2026 bituminous paving over the structures installed in 2025.
4. Attend the utility coordination meeting.
5. Attend the pre-construction conference.
6. Conduct monthly project meetings during active construction, and send an invite to County staff.
7. Complete contract administration, daily quantity entry and daily project logs in the County's One Office – RT Vision system.
8. Collect, review and organize project quantity tickets.
9. Conduct wage compliance reviews and surveys.
10. Meet with MPCA and contractor for on-site NPDES inspections.
11. Complete construction staking services.
  - a) Immediately prior to individual site construction, stake right-of-way and easements, and structure limits near each end of the barrel up on the banks. Typically this is two points near the downstream end and one point near the upstream end.
  - b) After the trench is opened up and installation of stabilizing rock, stake line and grade for each end of the box barrel in the trench.
  - c) Survey to 0.1' vertical and horizontal accuracy.
12. Must be fully MnDOT qualified in Aggregate Production, Grading and Base, Bituminous Street and Concrete Field.
13. Deliver project aggregate samples to MnDOT in Marshall for materials testing.
14. Complete all project testing per the 2024 SALT Schedule of Materials Control.
15. Complete various levels of public interaction at each job site, navigating changes to township project easements, since not all townships acquire the necessary easements and right-of-way. Discuss right-of-way issues for structures on County roads with county staff. Must be respectful, have prudence and tact.
16. Must have a field laptop or ipad for data entry with an internet hot spot for work while in the field.
17. Redwood County's expectation is that the designated inspection staff will be present and on-site multiple times each day whenever construction is occurring, and will be present full time during the setting and backfilling of all pipe and structures.

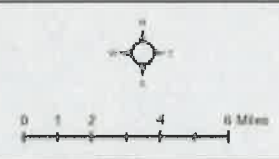
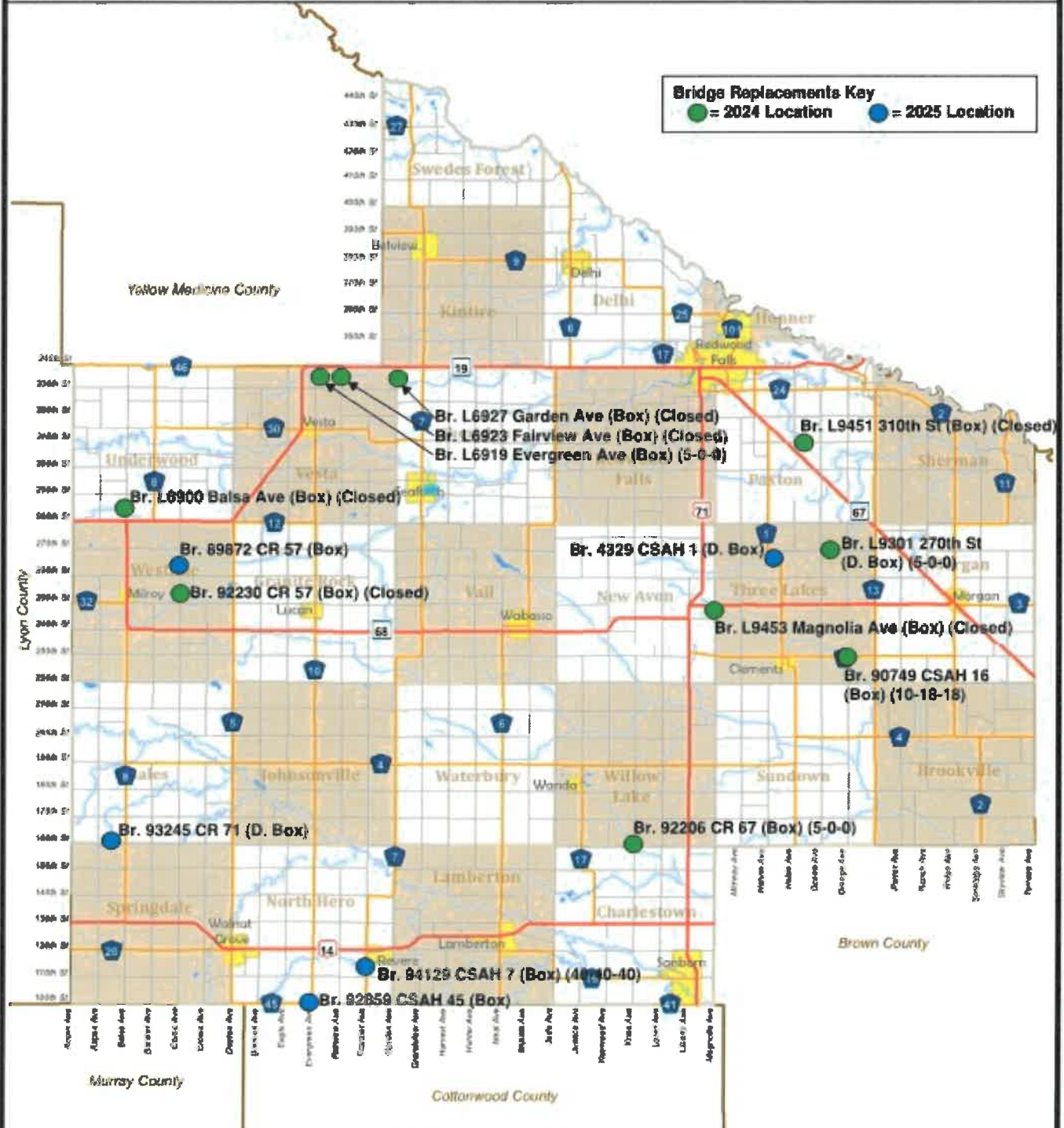
Redwood County will, in conjunction with MnDOT:

1. Complete project plans (by Widseth via separate contract).
2. Create the project specifications and project manual.
3. Advertise and award the multi-structure project to a single contractor.
4. Host a utility coordination meeting with impacted utilities.
5. Acquire right-of-way and easements for County owned structures and support township efforts to acquire right-of-way and easements for Township owned structures.
6. Provide project CAD and staking data (by Widseth via separate contract).
7. Acquire project permits (by Widseth via separate contract).
8. Execute project change orders and process pay applications.
9. Complete concrete plant inspection services (by MnDOT via separate contract).
10. Complete bituminous plant inspection services.



# Project Location Map Redwood County, MN

**Bridge Replacements Key**  
● = 2024 Location    ● = 2025 Location



| Roads   | Boundaries  | Water   |
|---|---|---|
| <span style="color: red;">—</span> Federal and State              | <span style="background-color: yellow;">■</span> Cities     | <span style="color: blue;">■</span> Lakes       |
| <span style="color: orange;">—</span> County State Aid            | <span style="background-color: #f0f0f0;">■</span> Townships | <span style="color: lightblue;">—</span> Rivers |
| <span style="color: gray;">—</span> All other County and Township | <span style="border: 1px solid black;">■</span> 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.

## **EXHIBIT B**

### **PROJECT SCHEDULE**

The Consultant will provide the County with the services in **Exhibit A** beginning upon the date of the Agreement and shall end on December 31, 2027. Construction will occur:

2024: Between May 6, 2024 and October 27, 2024 (Ten Structures)

2025: Between May 1, 2025 and September 12, 2025 (Five Structures)

2026: Between May 1, 2026 and July 31, 2026 (Paving over 2025 Structures)

The construction contractor will be allowed to close up to two roadways for excavation at any given time. Structures on paved roadways must have the box set prior to starting the next structure. Paving will occur the year after each structure is installed. Each box culvert project is assumed to take 15 working days to completely construct, excluding paving.

## **EXHIBIT C**

### **COMPENSATION**

The County shall pay Consultant **\$255,000.00** 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.



**REQUEST FOR BOARD ACTION**

|                                       |  |   |  |
|---------------------------------------|--|---|--|
| <b>Requested Board Date:</b>          | 3/5/2024   | <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 |
| Purchase Loader Grapple Attachment    |  | <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:**

Purchase heavy duty grapple attachment from Quick Attach in the amount of \$5,609.00

**Background Information:**

The existing homemade grapple is beyond it's useful life and crews can no longer make efficient welding repairs. The new grapple will be 84" wide, versus the old grapple is only 60" wide. The extra width will allow crews to more safely move trees and other objects. The new grapple will also have dual hydraulic rams allowing one or both arms to be moved at any give time, and better position loads.

A second quote was received from Titan Machinery in the amount of \$6,970.00.

Pictures of the new, proposed grapple and existing grapple are attached.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: N/A

Date Requestor Requires Review Completion: N/A

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



**SALES QUOTE**

Quote Number 2174115  
Created Date 2/6/2024  
Expiration Date 1/31/2024

**Mail Payment to Lockbox:**  
Attachments Direct  
Dept. CH 17715  
Palatine, IL 60055-7715

Terms Credit Card  
Est Ship Date 1 - 2 Weeks  
Ship Via Truck  
**Ex Works Shipping Point**

Prepared By Steve Trattles  
Email steve.trattles@quickattach.com  
Account Owner Steve Trattles

Contact Name Luke Dellwo  
Phone 507-430-8026  
Email lucas\_d@co.redwood.mn.us

Bill To Name Luke Dellwo Redwood County  
Bill To 1820 E Bridge St  
Redwood Falls, MN 56283  
56283

Ship To Name Luke Dellwo Redwood County  
Ship To 1820 E Bridge St  
Redwood Falls, MN 56283  
56283

| Product Code | Description  | Quantity | List Price | Total Price |
|--------------|--|----------|------------|-------------|
| 925060       | ROCK HAUL HD Heavy-Duty Skeleton Grapple Rock Bucket 84" | 1.00     | \$6,395.00 | \$5,116.00  |
| 320057       | Factory Installed Flat Faced Couplers                    | 1.00     | \$155.00   | \$124.00    |

Total Price \$5,240.00  
Freight \$369.00  
Grand Total \$5,609.00

**Additional Notes**

NO LIFT GATE NEEDED

*Plus applicable sales tax (unless exempt)*





# Equipment Sales Agreement

ESA# : ES0013581

Date : 01/31/2024

Customer: REDWOOD COUNTY HWY DEPT  
 Address: REDWOOD COUNTY HWY DEPT  
 ATTN: PAULA  
 1820 E BRIDGE ST  
 PO BOX 6  
 REDWOOD FALLS MN 56283-0006  
 County: REDWOOD PO:  
 Phone: 507-637-4056

Seller: TITAN MACHINERY- MARSHALL  
 Address: 1201 HWY 58 N  
 MARSHALL MN 56258-2710  
 Phone: 507-632-6783 CULVER, CHARLES

Sales Tax Possession / Receiving Location:  
 MN, LYON, MARSHALL

### NOTICE TO PURCHASER

1. Read this contract before you sign it.
2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
4. The Acknowledgments and Additional Terms and Conditions are a part of this contract and are incorporated herein by reference.

### Purchased Equipment Information

| Type                    | Product       | PDI | Warranty         | Unit #    | Serial Number | Sales Price |
|-------------------------|---------------|-----|------------------|-----------|---------------|-------------|
| New                     | Virig HSRGV84 | No  | STANDARD FACTORY | E00082402 |               | 6,970.00    |
| Addendum Subtotal Price |               |     |                  |           |               | 0.00        |

### Trade-In Equipment Information

I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above product as a "trade-in" to be applied against the cash price. Such items shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price allowed for each item.

| Description of Trade In | Unit # | Serial Number | Amount |
|-------------------------|--------|---------------|--------|
| Addendum Subtotal Price |        |               | 0.00   |

| Tax Breakdown                         | Amount |
|---------------------------------------|--------|
| Total Taxes                           | 0.00   |
| Other Options, Charges, Fees          | Amount |
| FINANCE FEES                          | 0.00   |
| Addendum Subtotal Price               | 0.00   |
| Total Other Options, Charges and Fees | 0.00   |

|                                 |          |
|---------------------------------|----------|
| 1. Total Sales Price            | 6,970.00 |
| 2. Total Trade In Allowance     | 0.00     |
| 3. Balance                      | 6,970.00 |
| 4. Total Tax                    | 0.00     |
| 5. Other Options, Charges, Fees | 0.00     |
| 6. Trade Payoff / Pre Barter    | 0.00     |
| 7. Total Due                    | 6,970.00 |
| <b>SETTLEMENT</b>               |          |
| 8. Cash Payment                 | 0.00     |
| 9. Cash Due:                    | 0.00     |
| 10. Retail installment Contract | 6,970.00 |
| 11. Total Settlement            | 6,970.00 |

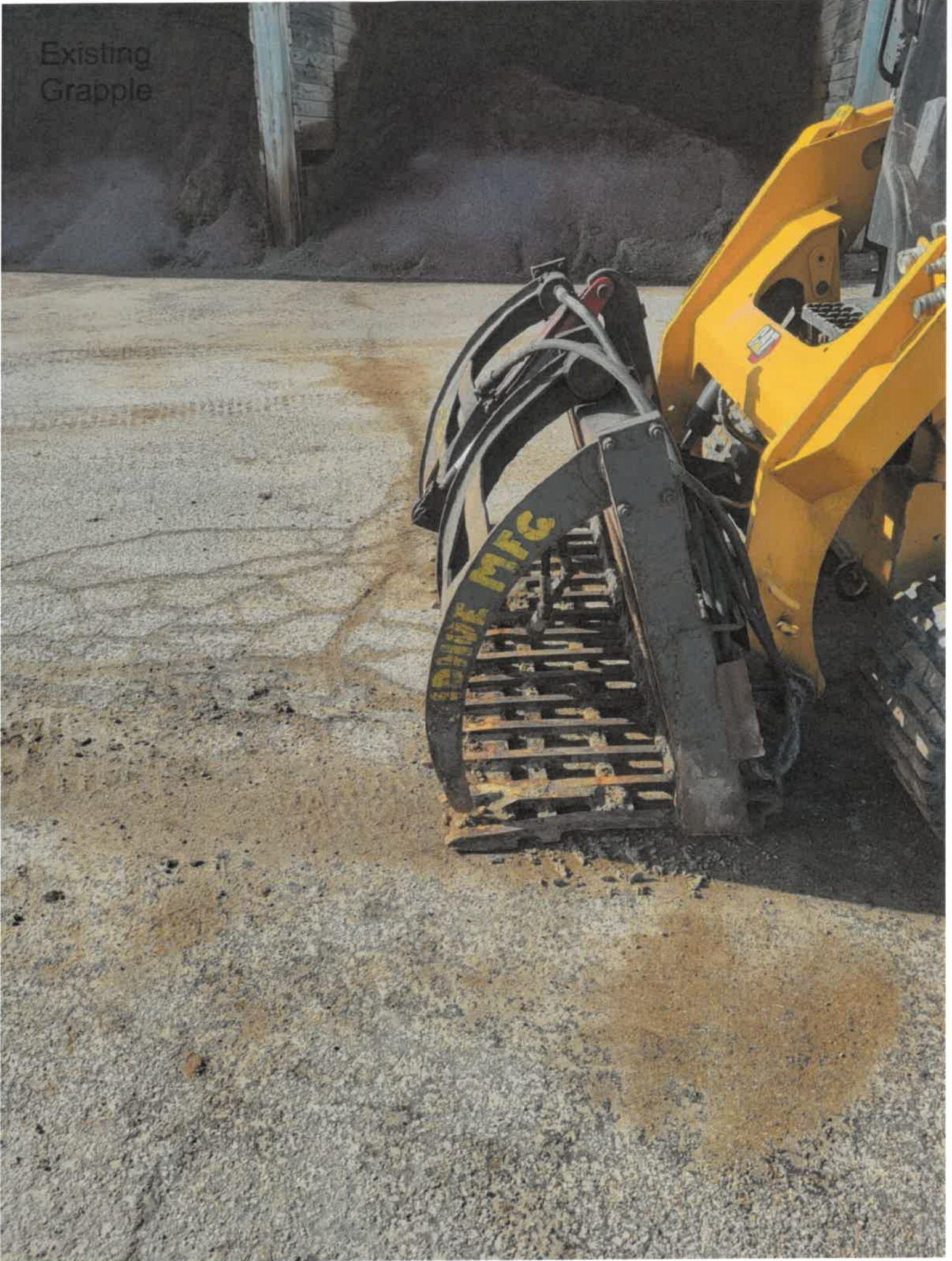
It is understood that this is the entire agreement between the parties

Customer: \_\_\_\_\_ Date: \_\_\_\_\_ Salesperson: \_\_\_\_\_  
 CULVER, CHARLES  
 Customer: \_\_\_\_\_ Date: \_\_\_\_\_ Accepted By: \_\_\_\_\_

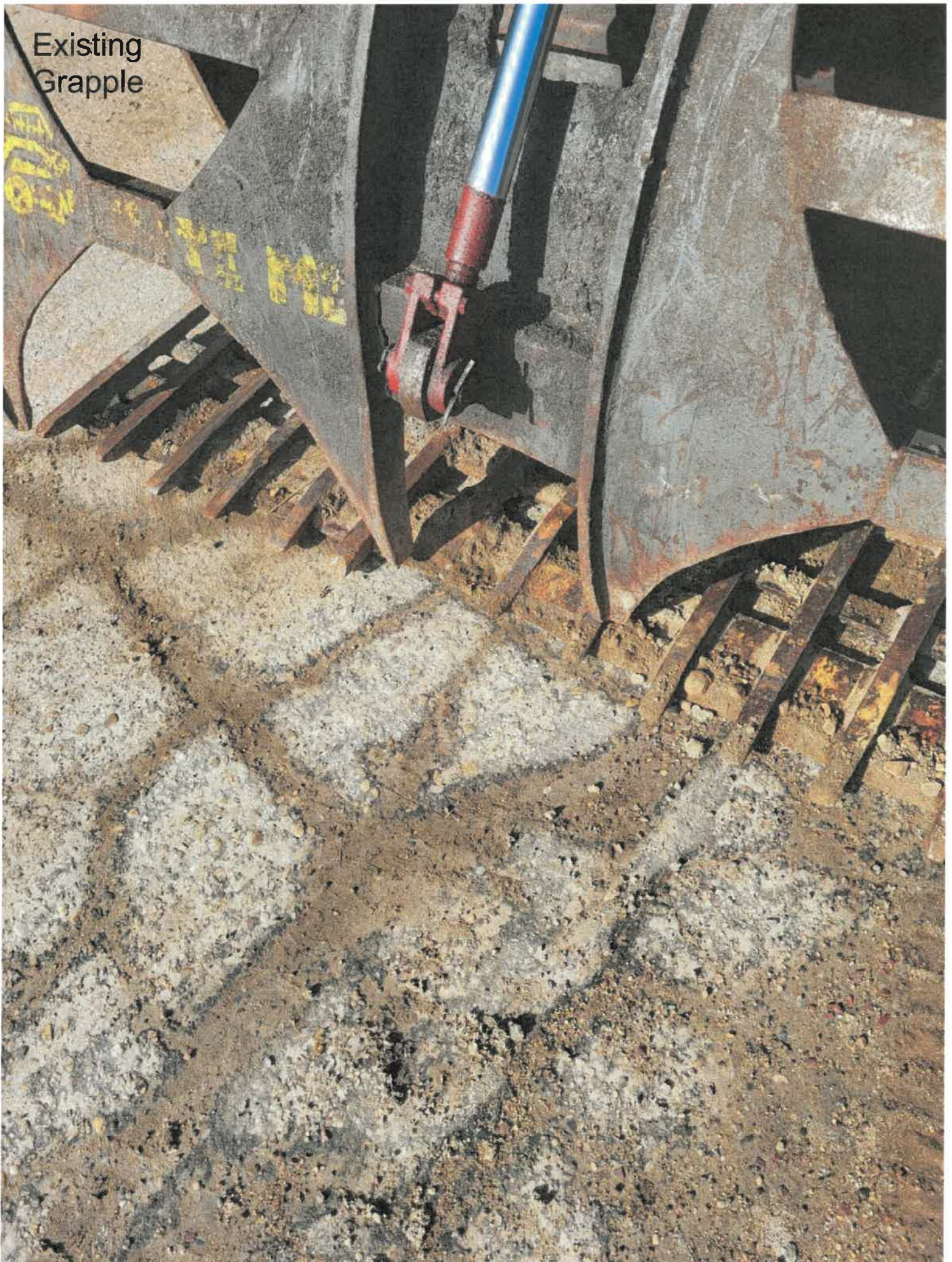
Existing  
Grapple



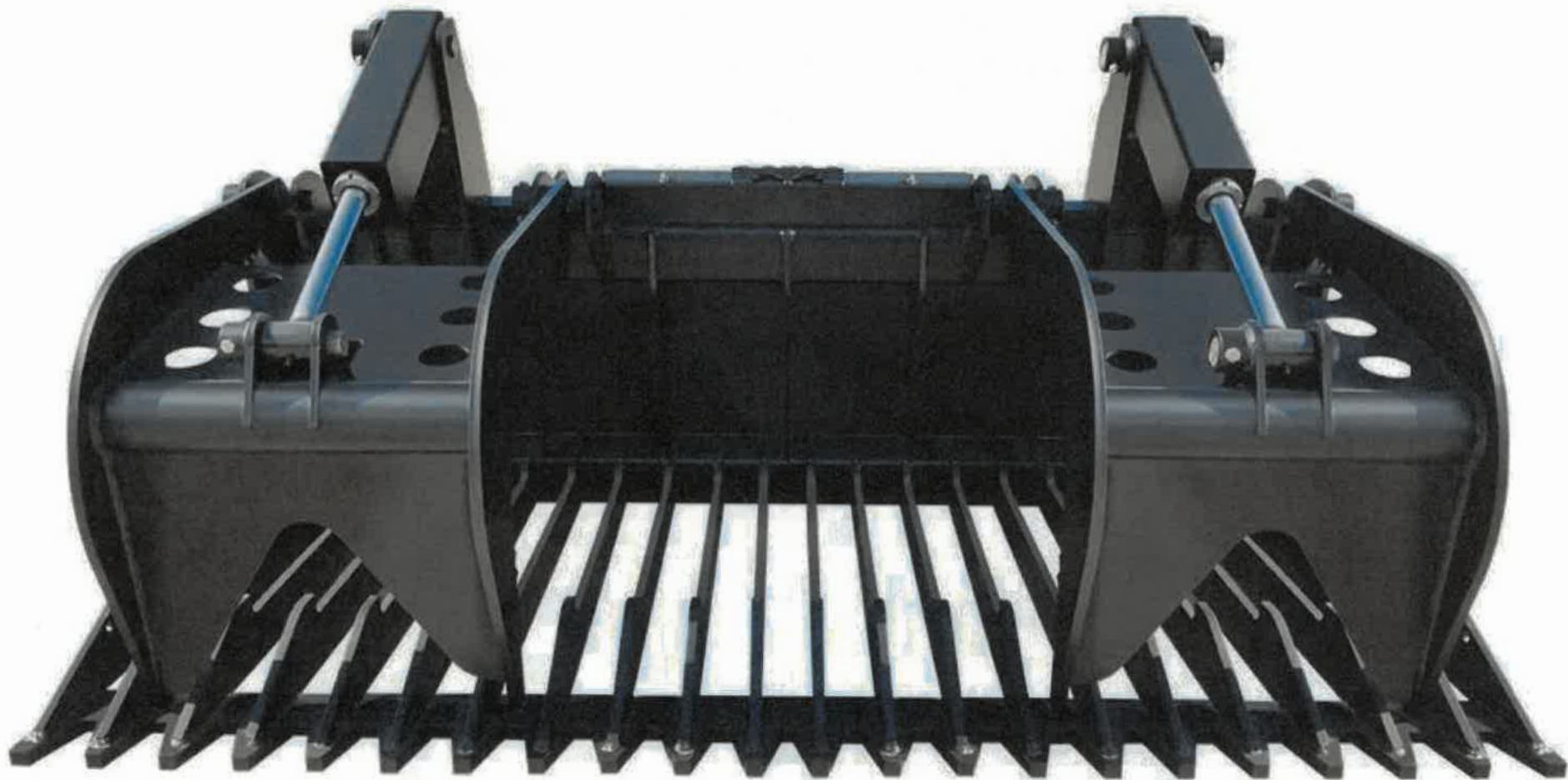
Existing  
Grapple



Existing  
Grapple



Proposed  
Grapple



Proposed  
Grapple





**REQUEST FOR BOARD ACTION**

|  |          |   |  |
|--|----------|---|--|
| <b>Requested Board Date:</b>               | 3/5/2024 | <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 |
| Declare homemade grapple excess equipment. |          | <b>estimated time needed:</b>   | 5 minutes                                |
| <b>Board Action:</b>                       |          | <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Declare homemade grapple excess equipment for sale or auction upon arrival of new grapple.

**Background Information:**

See attached photos.

Supporting Documents:  Attached     None   

County Attorney Reviewed Information:  Completed     In Progress     Not applicable

Date Legal Request Submitted to County Attorney: N/A

Date Requestor Requires Review Completion: N/A

**Administrators Comments:**

Reviewed by Administrator:  Yes     No

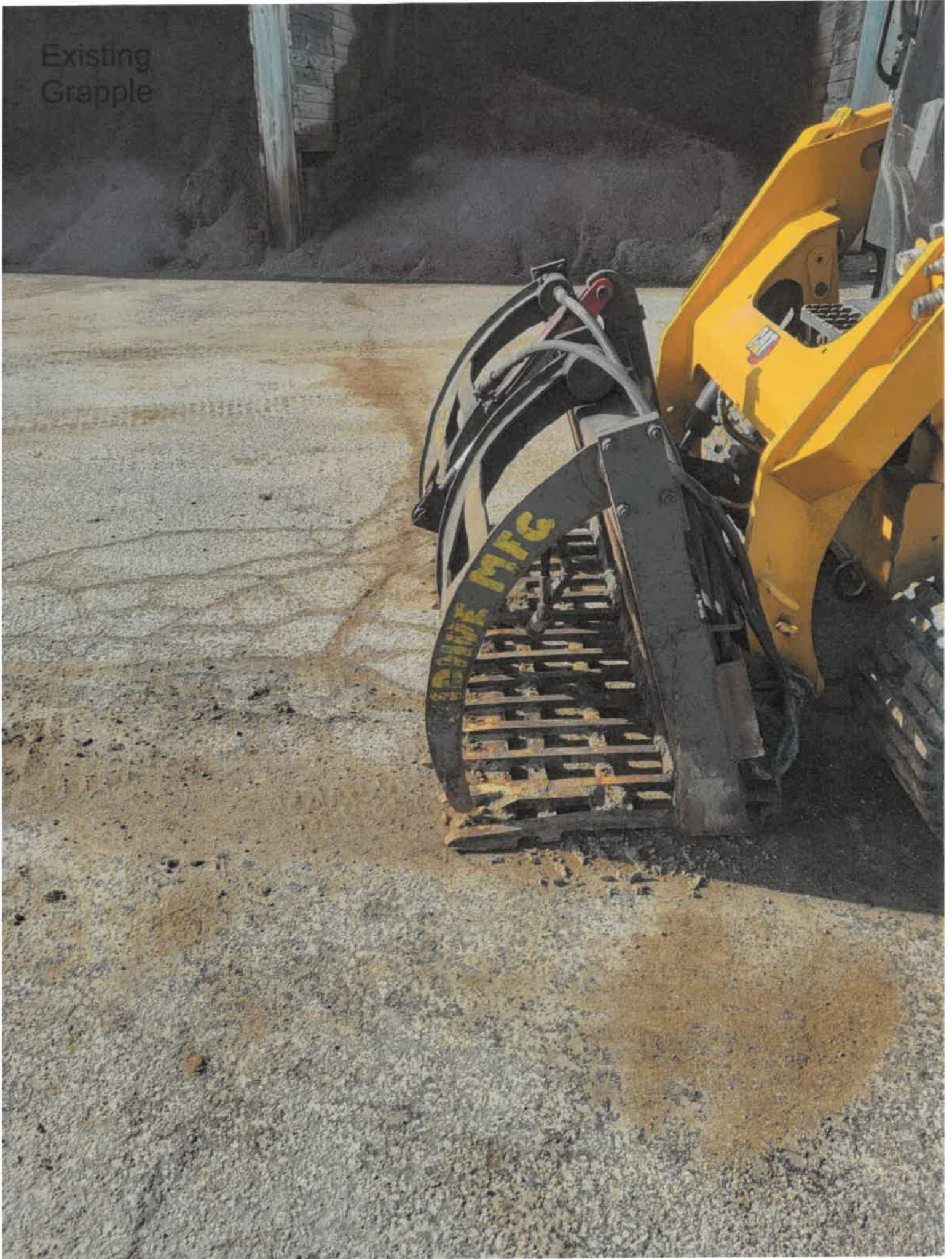
**\*\* The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day \*\***

Existing  
Grapple

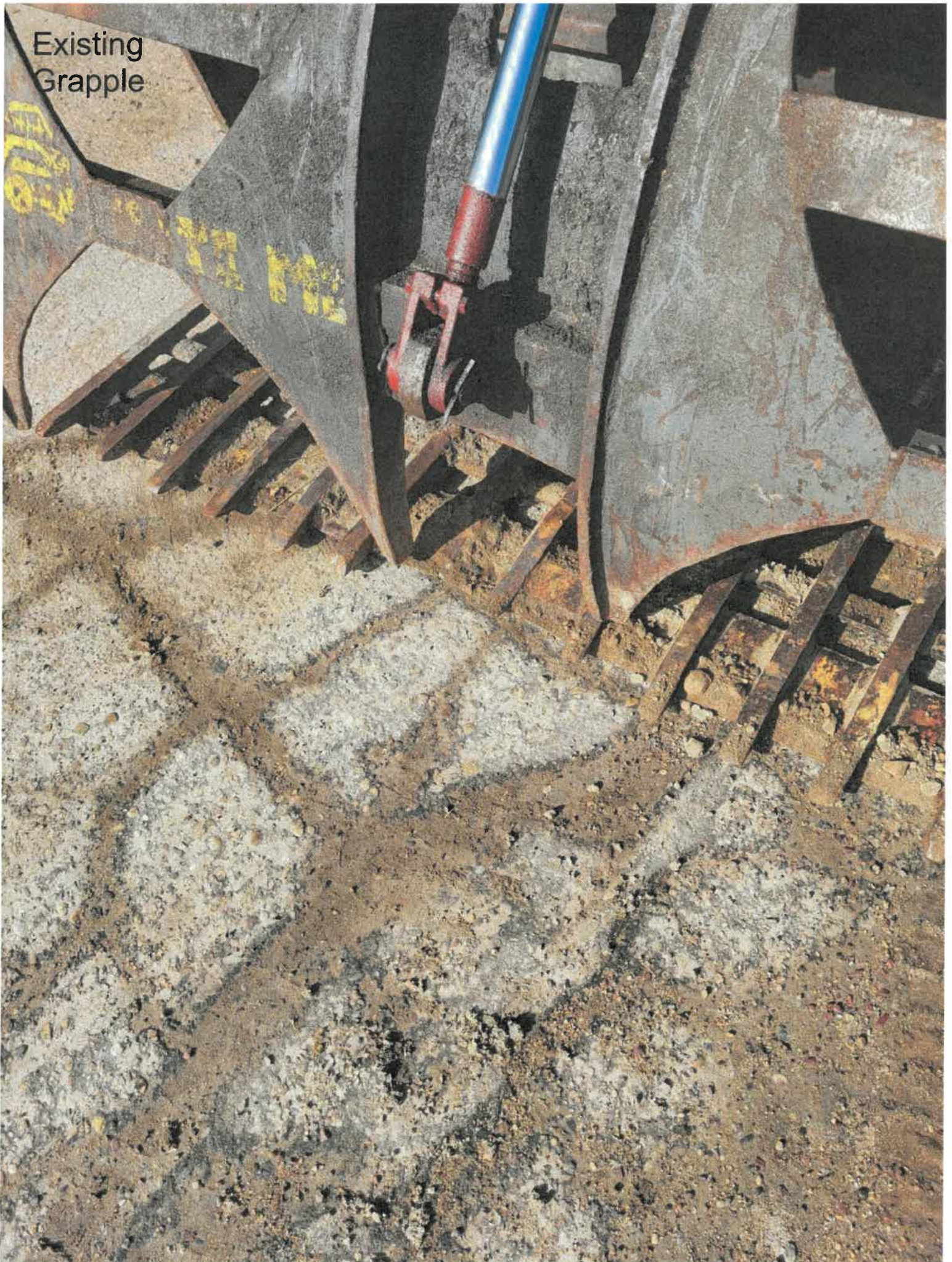




Existing  
Grapple



Existing  
Grapple





**REQUEST FOR BOARD ACTION**

|   |  |
|---|--|
| <b>Requested Board Date:</b> 3/5/2024   | <b>Originating Dept.:</b> Road & Bridge                    |
| <b>Preferred 2<sup>nd</sup> Date:</b> Next  |  |
| <b>Discussion Item:</b><br>County Surveyor Appointment  | <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:**

Approve resolution to make County Surveyor an appointed position per Minn. Stat. 389.011 Subd.2.

**Background Information:**

Redwood County has approximately 850 recorded corners of the total 2836 corners in the County (30%). An unrecorded Public Land Survey System creates additional survey expenses for landowners when determining property lines. A \$300,000 Public Land Survey System (PLSS) Monument Grant is available to Redwood County for determining and recording section corners. It is expected each monument will cost approximately \$1,500 to complete, and we would seek to complete 1 township per year (133 PLSS monuments). It is our intent that there would be NO ongoing expenses related to appointing a County Surveyor, and NO additional responsibilities will be dictated in the appointment or contract. The Highway Department would make payments to the surveyor for this work and be 100% reimbursed through the grant process after monument coordinates are uploaded to MnGEO.

As part of this grant process, it is necessary for Redwood County to appoint or contract a land surveyor and formally assess our current PLSS corner records and submit a grant application by April 5, 2024. A land surveyor would be appointed on a four year term.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 2/14/2024

Date Requestor Requires Review Completion: 2/23/2024

**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 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**  
**To Make Redwood County Surveyor Appointed Position**  
*March 5, 2024*

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on March 5, 2024 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, The Legislature of the State of Minnesota by Minn. Stat. 389.011, Subd.2. authorized any county in which the office of County Surveyor has not been abolished by law to declare its intention to fill the office of County Surveyor by appointment; and

WHEREAS, In Redwood County, the office of the County Surveyor has not been abolished by law and it is the intention of the County Board of Commissioners of Redwood County to fill the office of the County Surveyor by appointment;

NOW, THEREFORE BE IT RESOLVED, That the Redwood County Board, pursuant to the authority granted by Minn. Stat. 389.011, Subd.2., does hereby declare its intention to fill the office of the County Surveyor by appointment.

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 5th day of March, 2024

\_\_\_\_\_  
Board Chair, Redwood County

ATTEST:

\_\_\_\_\_  
Administrator, Redwood County

*1st District*

**RICK WAKEFIELD**

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

Rick\_W@co.redwood.mn.us

*2nd District*

**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>  | 3/5/2024 | <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 |
| Resolution to appoint Land Surveyor, Jesse Zeig   |          | <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 to appoint land surveyor, Jesse Zeig.

**Background Information:**

Redwood County has approximately 850 recorded corners of the total 2836 corners in the County (30%). An unrecorded Public Land Survey System creates additional survey expenses for landowners when determining property lines. A \$300,000 Public Land Survey System (PLSS) Monument Grant is available to Redwood County for determining and recording section corners. It is expected each monument will cost approximately \$1,500 to complete, and we would seek to complete 1 township per year (133 PLSS monuments). It is our intent that there would be NO ongoing expenses related to appointing a County Surveyor, and NO additional responsibilities will be dictated in the appointment or contract. The Highway Department would make payments to the surveyor for this work and be 100% reimbursed through the grant process after monument coordinates are uploaded to MnGEO.

As part of this grant process, it is necessary for Redwood County to appoint or contract a land surveyor and formally assess our current PLSS corner records and submit a grant application by April 5, 2024. A land surveyor would be appointed on a four year term. Proposals were received from Jesse Zieg and Aaron Mages. Daniel Buettel and Joshua Stern declined to propose. Several other surveyors did not respond.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 2/14/2024

Date Requestor Requires Review Completion: 2/23/2024

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

# FIRM OVERVIEW AND QUALIFICATIONS

## CONTACT INFORMATION

Bolton & Menk | 1243 Cedar Street NE, Sleepy Eye,  
MN 56085 | Jesse Zeig, PLS | License: MN #44996  
P: 507-317-0753 | F: 507-625-4177  
Jesse.Zeig@bolton-menk.com

## INSURANCE REQUIREMENTS

Our Certificate of Liability is available upon request.

## PAST HISTORY AND QUALIFICATIONS

**Bolton & Menk staff have experience providing the following surveys:** topographic, right-of-way plats, subdivision plats, section corner remonumentation, certificate of locations, boundary, and ALTA surveys. With the use of both time-tested and state-of-the-art measurement and mapping systems, we effectively provide professional, reliable surveying services. **We're confident we have the experience and qualifications to provide quality service and deliverables to Redwood County.**

We have staff who are members of the Minnesota Society of Professional Surveyors (MSPS) as well as the Minnesota Association of County Surveyors (MACS). Membership in these organizations facilitates communication between our staff and other county surveyors. Bolton & Menk has multiple staff with the Certified Survey Technician (CST) Level III status. The CST program is a comprehensive national certification for survey technicians. The Level III certification requires more than five years of field experience and the passing of a standardized exam.

Our processes and procedures include using the appropriate equipment, Trimble Robotic Total Stations, Trimble TSC7 data collectors, and Trimble R12i GPS Receivers for the work tasks. We use Civil3D 2024 for our CAD software.

## QUALITY CONTROL

Project manager, Jesse Zeig, will ensure quality assurance and quality control (QA/QC) reviews occur regularly. All work will be done in accordance with the guidelines laid out in MACS 2021 Remonumentation Manual and in compliance with state statutes defined in Chapter 381 (surveys, section corners, township landmarks) and Chapter 389 (county surveyor).

Bolton & Menk has developed a standards and procedures checklist for our survey staff to follow, plus forms and workflows to ensure QA/QC is occurring. Our staff follows the below equipment maintenance schedule:

- Robotic total stations are cleaned and calibrated annually by a Trimble-certified technician
- Survey crew chiefs perform regular inspections on their tripods, prism poles, and tribrackets to ensure they are working properly

Bolton & Menk puts a priority on personal development; all staff participate annually in training sessions which include safety, technical, and professional development. Additionally, multiple Bolton & Menk crew chiefs attend the MnDOT Land Management Survey Technical Workshop.

## REDWOOD COUNTY SECTION CORNER EXPERIENCE

- CSAH 6 - section corner excavation with road reconstruction
- CSAH 11 - section corner excavation with road reconstruction
- Countless private boundary survey with more than 50 years of survey information
- Multiple county road right-of-way plats for the county

# COST OF SERVICES

**Our team will assist the county through the grant application process for no fees. This does assume the county's staff can determine Section corner data and produce a grant submittal exhibit from their current GIS application.**

| ROLE                                  | COST PER HOUR |
|---------------------------------------|---------------|
| One Person Survey Crew with Equipment | \$180         |
| Licensed Principal Land Surveyor      | \$170         |
| Senior Survey Office Technician       | \$150         |
| Survey Intern                         | \$75          |

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business.

**Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; no separate charges will be made for these activities.**

Bolton & Menk does not charge for standard iron pipe monuments or survey caps. If Redwood County would like something other than an 18-inch long, 3/4-inch diameter pipe used at a section corner, the county will need to provide the monuments. If steel fence posts are set next to the section corners, those will also need to be provided by the county.

It is assumed if section corner excavations are required, the county will provide the backhoe and operator.

# KEY PERSONNEL

The following team members have delivered county services similar to what is being requested. We have a history of working with county recorders, county attorneys, county engineers, and county administrators. If needed, Bolton & Menk can draw from our pool of 84 survey personnel company-wide.



**JESSE ZEIG, PLS**

Jesse began his surveying profession in 1996. He is an survey manager, scheduling and overseeing projects in our Sleepy Eye work group. Jesse is passionate about providing client satisfaction and enjoys helping

clients with their survey projects. His favorite part of the job is researching old records and find the past monuments and evidence that date back to the early 1900's and some even earlier. Jesse's experience includes construction staking, topographic surveys, and boundary surveys. He is proficient with AutoCAD Civil 3D, Trimble Business Center, Trimble Robotic Total Stations, Trimble Data Collections, and Trimble GPS equipment.



**DAVID KLOCKZIEM**

David began his surveying career in 1994. He is responsible for researching surveys, collecting and analyzing field data, computing section breakdowns, running control surveys, and performing construction staking.

Dave has located hundreds of section corners and has lead many section digs for original monuments over the course of his career. He is proficient in the use of Trimble Robotic Total Stations, Trimble Data Collectors, and Trimble GPS Equipment. His computer software skills include AutoCAD Civil 3D, AutoCAD, and Trimble Business Center.

In addition to the above staff our company-wide Minnesota survey staff is comprised of the following:

- 60 staff dedicated to performing survey work
- 26 survey field technicians
- 15 survey office technicians
- 12 professional land surveyors (PLS)
- 7 land surveyors in training (LSIT)



PROPOSAL

# Redwood County Land Surveyor

Submitted to Redwood County  
February 23, 2024





Stonebrooke

12279 Nicollet Ave  
Burnsville, MN 55337  
main 952.402.9202 fax 952.403.6803  
stonebrookeengineering.com

Redwood County  
Attn: Anthony Sellner, PE  
Redwood County Engineer  
1820 East Bridge Street, PO Box 6  
Redwood Falls, MN 56283  
Phone: 507-637-4056  
Anthony\_S@co.redwood.mn.us

RE: Request for Proposal Redwood County Land  
Surveyor

February 23, 2024

Dear Anthony,

Thank you for the opportunity to provide this proposal to prepare the Public Land Survey System (PLSS) Monument Grant application for Redwood County and to perform the role as Licensed Land Surveyor for Redwood County as required by MnGeo for the grant. It is our understanding that Redwood County is looking for the selected Licensed Land Surveyor to perform the following services as part of this contract:

- Aide the County in preparing the PLSS Monument Grant Application with the goal of securing enough funds to be able to monument and certify all the section corners in one township per year.
- Perform the role as Licensed Land Surveyor for Redwood County to provide professional and technical oversight for the grant program. This role will ensure quality assurance and quality control measures are incorporated into the work being performed under this program.

We have been following this bill for Public Land Survey System funding since it was introduced and are familiar with the application process. We feel that with Redwood County only having approximately 850 section corners certified out of its 2836 corners (30%) they should rank very high based on MnGeo's priority ranking for grant funding.

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## Experience, Qualifications, and Personnel Listing

Stonebrooke Engineering is a full-service firm based in Burnsville. We specialize in planning, design, construction, and surveying. Our firm was founded on the premise that we will use technology and experience to deliver our services in a timely, cost-efficient, and accurate manner. Stonebrooke Engineering was founded in 2003 and is currently staffed with 17 licensed professionals including a fully competent Land Surveying team of functional experts to address any needs of Redwood County.

Our survey staff are cross-trained in design and construction activities. This cross-training helps us to foresee potential issues and discuss them with our clients before it is too late. We enhance our firm's surveying efficiency with a commitment to using the latest surveying technology. Direct Reflex technology allows us to capture measurements from a distance that we may not have safe access to with the same accuracy as if we were standing right on top of it. The scanning technology enables us to produce enhanced deliverables such as 3D as-builts, textured models, inspection maps, volume/surface calculations, and other 3D products. At times, our clients also need us to capture shots deep in the woods, where GPS signals are typically lost. Our R12I GPS Receivers allow us to work in these challenging environments without losing time or accuracy. The Trimble Connected Community allows our survey field crews and office technicians to send data back and forth between the office and field in a matter of minutes. Beyond pinpoint accuracy and reliability, these technological tools allow us to work faster and more effectively to secure our clients' surveys. And even small-time savings multiplied over many project tasks, can add up to big cost savings over time.

We Offer Unmatched Customer Service. Any firm can say that they have good customer service, but we have heard from our clients repeatedly that ours is the best in the business. It's a gratifying confirmation that the foundation of our firm from day one - doing whatever it takes for our clients - is still strong more than a decade after its founding. We are confident that our professional staff, demonstrated experience, and technical expertise will provide results that exceed all of your expectations.

Aaron Mages will perform the role of Licensed Land Surveyor for this contract. Aaron is a Licensed Land Surveyor with over 24 years of practical knowledge and experience in his work as a surveyor at Stonebrooke Engineering. His expertise includes section corner remonumentation, right-of-way and subdivision platting, legal description preparation and interpretation, easement exhibits, and ALTA/NSPS, topographic, boundary, as-built, construction, and engineering design surveys. Aaron has successfully managed the survey work on hundreds of projects ranging from multimillion-dollar bridge projects to large 1000+ acre park boundary surveys and comes highly regarded by many of his clients. Aaron has completed survey work for numerous public and private clients around the state of Minnesota. Stonebrooke Engineering, Inc. holds master contracts for surveying services with a number of public agencies and Aaron is very familiar with working under government contracts. Some of Aarons' relevant project experience is as follows:

- Aaron worked as the survey manager for Bolton & Menk Inc. in their Sleepy Eye office from 2007 until 2011 and has completed numerous surveys in and around Redwood County. Some of Aaron's project experience in Redwood County include:
  - SOUTHSIDE SECOND ADDITION subdivision plat.
  - Ponderosa Business Park subdivision plat.
  - Redwood County Right of Way Plat No. 1 C.S.A.H. Number 2.
  - Numerous boundary surveys around Redwood County.
  - Remonumented and certified numerous section corners in and around Redwood County.
- Aaron's main focus throughout his career has been on boundary survey work, and has certified hundreds of section corners around the state of Minnesota.
- Aaron is very familiar with Redwood County, having grown up in Sleepy Eye, located about 30 minutes southeast of Redwood Falls.

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## Availability

Aaron is not currently the appointed County Surveyor for any other counties and has the availability to perform all of the tasks required of this contract. Stonebrooke Engineering has seven survey crews and has the availability to monument and certify all the section corners in one township per year, if necessary.


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## Fee

Stonebrooke Engineering, Inc. will aid the County in preparing the PLSS Monument Grand Application at no charge under the assumption that Stonebrooke will have an opportunity to perform some of the section corner monumentation work that comes out of this grant.

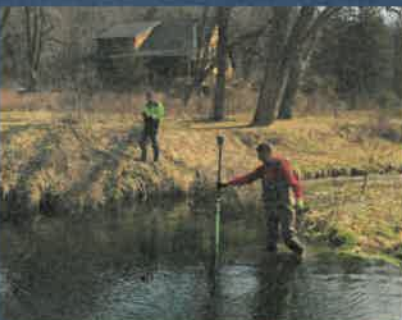
If you have any questions regarding this proposal, please contact me at your convenience. We appreciate the opportunity to propose on this contract and look forward to working with you on the successful completion of these projects.

Sincerely,



Aaron Mages, RLS  
952.540.4845  
amages@stonebrookeengineering.com

Stonebrooke Engineering, Inc.  
12279 Nicollet Avenue  
Burnsville, MN 55337



**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**  
**Appoint Jesse Zeig as Redwood County Surveyor**  
*March 5, 2024*

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on March 5, 2024 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, the Redwood County Commissioners adopted a Resolution on March 5, 2024 declaring its intention to fill the Office of Redwood County Surveyor by appointment, pursuant to Minn. Stat. 389.011, Subd.2.; and

WHEREAS, the office of Redwood County Surveyor will be filled by appointment effective March 5, 2024.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and conditions herein contained, it is agreed between Redwood County and Jesse Zeig:

1. That Jesse Zeig is appointed Redwood County Surveyor for a term of four (4) years commencing March 5, 2024. Jesse Zeig will serve as the Redwood County Surveyor and will provide the public access to his work performed as the appointed Redwood County Surveyor. Jesse Zeig will perform his duties as required by Minnesota Statutes, and in addition shall perform all lawful requests of the County Board, concerning matters of the County Surveyor’s office. The records of the work performed by Jesse Zeig as the Redwood County Surveyor are property of Redwood County and will be presented to Redwood County once the projects are completed.
2. That Jesse Zeig will perform the duties and responsibilities of the Redwood County Surveyor and will be responsible for the administration of the Redwood County re-mentumentation program.
3. That Jesse Zeig shall receive compensation for services rendered as County Surveyor on a project-to-project basis and in accordance with any budget established each year by the Redwood County Commissioners.
4. Jesse Zeig will comply with Minnesota Government Data Practice Act regarding all data gathered in his official capacity as the Redwood County Surveyor.

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

**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



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 5th day of March, 2024

\_\_\_\_\_  
Board Chair, Redwood County

ATTEST:

\_\_\_\_\_  
Administrator, Redwood County

1st District

**RICK WAKEFIELD**

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

Rick\_W@co.redwood.mn.us

2nd District

**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>          | 3/5/2024                                      | <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 |
| PLSS Monument Grant Assurances        |   | <b>estimated time needed:</b>                              | 5 minutes                                |
| <b>Board Action:</b>                  | <input type="checkbox"/> Yes, action required | <input checked="" type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Approve Public Land Survey System Grant Assurances.

**Background Information:**

The Redwood County Highway Department and Redwood County Recorder's Office are collaborating in order to acquire up to a \$300,000 Public Land Survey System (PLSS) Monument Grant. The purpose of the grant is to establish and certify section corners throughout the State.

The PLSS Grant is available to Redwood County, and Redwood County will rank highly due to having less than 30% of corners recorded (850/2836). The grant application deadline is April 5, 2024.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 2/14/2024

Date Requestor Requires Review Completion: 2/23/2024

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

## Assurances

The applicant by signing the coversheet to the application submitted to the state, certifies they have read all application documents including any revised documents and agree to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.

### 1. Survival of Terms

The following clauses survive the expiration or cancellation of this award: 4B) Audits; 5) Liability; 6) Intellectual Property Rights; 7) Publicity; 8) Government Data Practices; 9) Data Disclosure; and 11) Governing Law, Jurisdiction and Venue.

### 2. Use of Funds

The use of funds shall be limited to that portion identified in the application materials and the attached application and by any applicable state or federal laws. Funds should support the purpose and activities approved in the application. Funds must not be used for Fundraising, Taxes, except sales tax on goods and services and payroll taxes, Lobbyists, political contributions, Bad debts, late payment fees, finance charges, or contingency funds, Parking violations and traffic violations, Out of state transportation and travel expenses. Minnesota will be considered the home state for determining whether travel is out of state, Tools of the trade necessary for the execution of the awarded grant. "Tools of the trade": a set of tools or skills that are necessary for a particular kind of job or work . E.g.: Survey Measurement Technology (GPS, total stations, etc.), Vehicles (of any kind), software programs, scanning and plotting equipment, etc.

- A. The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the state within the times required by it. The state reserves the right to withhold funding if reporting requirements are not met. The grantee must promptly return to the state any unexpended funds not accounted for in the financial report due to the state at grant closeout.
- B. The grantee shall present reports to MnGeo or the state's Authorized Representative. At the Commissioner's discretion, these reports may be presented at departmental, legislative, other state agency or public meetings where the grantee shall be available to explain the project and respond to questions.
- C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if state is allowed in the approved budget, provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan," promulgated by the Commissioner of Minnesota Management and Budget (MMB). The grantee will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from the state. The current [Commissioner's Plan](#) can be viewed to obtain current maximum expense reimbursement rates.

### 3. Time

In the performance of this grant, time is of the essence. The grantee must comply with the time requirements described in the application and award, and inform the grantor of any potential long term delays or changes affecting those timelines.

## 4. Financial and Administrative Provisions

### A. Allowability of Costs

The allowability of costs for funding incurred under this award shall be determined in accordance with:

- The approved budget
- The PLSS Preservation Grant Program is authorized by [MN Statute 381.125](#) and appropriations made in [Chapter 62—H.F.No. 1830](#).

For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this award by the grantee will be allowed by the state unless approved in writing by the state. Such approval shall be considered to be a modification of the award. There may be additional limitations on allowable costs, which shall be noted in the award.

### B. Audits.

Under [Minn.Stat.§16B.98](#), Subd. 8, the grantee's books, records, document, and accounting procedures and practices relevant to this grant are subject to examination by the Commissioner of Administration, the state granting agency and/or the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this grant, receipt and approval of all final reports, or the required period of time to satisfy all state retention requirements, whichever is later.

### C. State Requirements

- The grantee will comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1) and requirements in Minn. Stat.§16B.981.
- Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the grantee agrees to minimize administrative costs as a condition of this grant.
- The grantee certifies they are not suspended or debarred in MN: [Suspended/Debarred Vendors / Minnesota Office of State Procurement \(mn.gov\)](#)
- The grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

## 5. Liability

Grantee agrees to indemnify and save and hold the state, its agents and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the state arising from the performance of the award by grantees, agents or employees. This clause shall not be construed to bar any legal remedies grantee may have for the state's failure to fulfill its obligations pursuant to the award and subsequent awards.

## 6. Publicity and Endorsement

Any publicity regarding the subject matter of this grant must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes

of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

The Grantee must not claim that the State endorses its products or services.

## 7. Government Data Practices

The grantee and the state must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the state under the award, and as it applies to all data created collected, received, stored, used, maintained or disseminated by the grantee under the award. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this paragraph by either the grantee or the state. If the grantee receives a request to release the data referred to in this paragraph, the grantee must immediately notify the state. The state will give the grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## 8. Data Disclosure

Under [Minn. Stat. § 270C.65](#) Subd. 3, and other applicable laws, the grantee consents to disclosure of its SWIFT Supplier ID Number (formally known as SWIFT Vendor ID), Social Security number, DUNS number, federal employer tax identification number and/or Minnesota tax identification number, already provided to the state, to federal and state tax agencies and state personnel involved in the payment of state obligations. These numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## 9. Worker's Compensation

Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The grantee's employees and agents will not be considered state employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the state's obligation or responsibility.

## 10. Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law and provisions, governs the award. Venue for all legal proceedings arising out of the award, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 11. Transferability

The grantee shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under the award without the prior written consent of the state. It is understood, however, that grantee remains solely responsible to the state for providing the products and services described.



## 12. Affirmative Action and Nondiscrimination

- A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per [Minn. Stat. §363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, Part [5000.3500](#)
- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

## 13. Pre-Award Work and Pre-Award Costs

The grantee understands that no work should begin and no pre-award costs would be covered under this award until all required signatures have been obtained; an official Grant Award Notification (GAN) has been issued or other award documentation has been received and the grantee is notified to begin work by the state's program authorized representative or their designee. If an exception to this is determined necessary by MNIT/MnGeo, the grantee would be informed in writing or email by the state's program authorized representative or designee.

## 14. Grantee's Grant Program Representative

The applicant's Program Contact Representative will be named on the Grant Award Notification (GAN) or other award information. If the Program Contact Representative or official with authority to sign changes at any time during the grant award period, the applicant/grantee must immediately notify the state.

## 15. Cancellation:

- **With or Without Cause:**
  - An award contract may be cancelled by the state at any time, with or without cause, upon thirty (30) days' written notice to the grantee. Upon termination, the grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed and for approvable expenditures.
  - The Commissioner of Administration may unilaterally cancel the grant award if further performance under this award would not serve agency purposes or is not in the best interest of the State.
- **Due to Discontinued or Insufficient Funding:**
  - It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an

aggregate level sufficient to allow for the grantee's program to continue operating, the grant shall immediately be terminated upon written notice by the state to the grantee. The state is not obligated to pay for any services that are provided after notice and effective date of termination. However, the grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.

- **Due to Failure to Comply:**
  - The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/granted have not been or will not be fulfilled. The state may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## 16. Conflict of Interest

In accordance with the Minnesota Office of Grants Management Policy 08-01, the grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. Grantees will maintain and implement written standards of conduct covering conflicts of interest.

## 17. Voter Registration

The grantee will comply with [Minn. Stat. §201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

## 18. Contracting Requirements:

- A. [Per Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subdivision 1 must follow service contracting and bidding requirements as stated including prevailing wage rules for construction work of \$25,000 or more.
  - i. Municipalities are encouraged to utilize [Minn. Stat. §471.345 Subd. 8](#) for targeted business procurement where available.
  - ii. Municipalities must not contract with vendors who are suspended or debarred in MN: [Suspended/Debarred Vendors / Minnesota Office of State Procurement \(mn.gov\)](#)
  - iii. Support documentation for the procurement processes must be retained regardless of the source of funding.

## 19. Amendments

Any amendment to an award 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 grant award, or their successors in office.

## 20. Financial and Grantee Capacity Review

Minn. Stat. §16B.981/[Chapter 62 - MN Laws](#), Article 7, Section 11 requires that a pre-award risk assessment is conducted for grant awards of \$50,000 or more.

All grantees as defined in Minn. Stat. §16B.981 Subd. 1 (c) applying for grants in the state of Minnesota must undergo a financial and capacity review prior to a grant award of \$50,000 and higher.

In order to comply with this requirement, the following information and documents will need to be submitted, as applicable, before the grant award notification is fully executed:

- I. Capacity Responses: All potential grantees: Exhibit C**
  - Please describe your history of performing the work that will be funded by the grant:
  - This includes describing your organization's current staffing, current budget and [agency can add specific measurements they need to determine grant capacity].
- II. Certification: No current principals have been convicted of a felony financial crime in the last ten years: All potential Grantees: Exhibit D**

Based on Minn. Stat. §16B.981/[Chapter 62 - MN Laws](#), Article 7, Section 11, Subd. 3-5 establishes the authority for MNIT/MnGeo to:

- Provide or require enhanced grant oversight
- Request additional information from a potential grantee to determine whether there is a substantial risk that the potential grantee cannot or would not perform the required duties of the grant
  - The potential grantee has 30 business days to respond
- Develop a plan to address the risk or concerns identified
- Not award the grant.
  - MNIT/MnGeo must provide notice of this determination to not award the grant to the potential grantee and the Commissioner of Administration.
  - The notice must include the following:
    - The reason for postponing/not awarding the grant
    - The timeline for the process for contesting the agency's decision

## 21. Other Provisions

- a. Grantees will submit reports and comply with the terms as outlined in the Grant Award Notification (GAN)
- b. Grantees will comply with all provisions and technical specifications outlined in the Request for Proposal corresponding to this grant application.

**Print Name, Signature, Title, and Date**

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| Print Name | Signature | Title | Date |
|------------|-----------|-------|------|
|------------|-----------|-------|------|

I certify I have read the application (narrative, assurances, budget and supplemental documents, if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization. The submission of inaccurate or misleading information may be grounds for disqualification from the grant award and may subject me/my organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.



**REQUEST FOR BOARD ACTION**

|   |  |                           |               |
|---|--|---------------------------|---------------|
| <b>Requested Board Date:</b>  | 3/5/2024   | <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 |                           |               |
| PLSS Monument Grant Certification   | <b>estimated time needed:</b>                              | 5 minutes                 |               |
| <b>Board Action:</b> <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only |  |                           |               |

**If Action, Board Motion Requested:**

Approve Public Land Survey System Grant Certification

**Background Information:**

The Redwood County Highway Department and Redwood County Recorder's Office are collaborating in order to acquire up to a \$300,000 Public Land Survey System (PLSS) Monument Grant. The purpose of the grant is to establish and certify section corners throughout the State.

The PLSS Grant is available to Redwood County, and Redwood County will rank highly due to having less than 30% of corners recorded (850/2836). The grant application deadline is April 5, 2024.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 2/14/2024

Date Requestor Requires Review Completion: 2/23/2024

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

**EXHIBIT D: CERTIFICATION: NO CONVICTION OF FELONY FINANCIAL CRIME BY A PRINCIPAL**

**INSTRUCTIONS:** Grant applicant must certify to this condition required under this Grant Request for Proposal.

Please sign below to finalize response and submit this document as part of the grant application materials/response to the Grant Request for Proposal.

Please upload or attach an organizational chart or list of principals that you are certifying for below.

16B.981 Subd. 2 (6) requires that no current principals of a grantee have been convicted of a felony financial crime in the last 10 years. A principal is defined as a public official, a board member, or staff (paid or volunteer) with the authority to access funds provided by this grant opportunity or to determine how those funds are used.

By signing here, I warrant that no current principal of my organization has been convicted of a felony financial crime in the last 10 years.

I certify that this information is true, correct, and reliable.

The submission of inaccurate or misleading information may be grounds for disqualification from the grant contract agreement award and may subject me/my organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.

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|            |           |       |      |
|------------|-----------|-------|------|
| Print Name | Signature | Title | Date |
|------------|-----------|-------|------|

**Redwood County Organizational Chart  
PLSS Grant**

**Redwood County Commissioners:**

District 1: Rick Wakefield  
District 2: Jim Saler  
District 3: Dennis Groebner  
District 4: Robert Van Hee  
District 5: Dave Forkrud

**Redwood County Administrator:**

Vicki Kletscher

**Redwood County Engineer:**

Anthony Sellner

**Redwood County Recorder:**

Amy Gewerth



**REQUEST FOR BOARD ACTION**

|   |  |
|---|--|
| <b>Requested Board Date:</b> 3/5/2024   | <b>Originating Dept.:</b> Road & Bridge                    |
| <b>Preferred 2<sup>nd</sup> Date:</b> Next  |  |
| <b>Discussion Item:</b><br>PLSS Monument Grant Resolution   | <b>Presenter:</b> Anthony Sellner, County Highway Engineer |
|   | <b>estimated time needed:</b> 5 minutes                    |
| <b>Board Action:</b> <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Approve Public Land Survey System Grant Resolution

**Background Information:**

The Redwood County Highway Department and Redwood County Recorder's Office are collaborating in order to acquire up to a \$300,000 Public Land Survey System (PLSS) Monument Grant. The purpose of the grant is to establish and certify section corners throughout the State.

The PLSS Grant is available to Redwood County, and Redwood County will rank highly due to having less than 30% of corners recorded (850/2836). The grant application deadline is April 5, 2024.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 2/14/2024

Date Requestor Requires Review Completion: 2/23/2024

**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 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**  
**Authorization to Submit a Proposal to the Legislative-Citizen Commission on Minnesota Resources for Public Land Survey System Restoration (PLSS)**  
*March 5, 2024*

The following Resolution was offered by Commissioner \_\_\_\_\_ and moved for adoption at a Regular Meeting held on March 5, 2024 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County has the opportunity to request funding from the Legislative-Citizen Commission on Minnesota Resources for the PLSS Grant up to the amount of \$300,000; and

WHEREAS, Redwood County has reviewed the funding request and is fully aware of of the work that will occur if funded and its associated timeline and budget.

NOW, THEREFORE BE IT RESOLVED, That the Redwood County Board authorizes a proposal to be submitted for a PLSS Grant up to \$300,000.

FURTHERMORE, That the Redwood County Board authorizes the Redwood County Highway Department to act as fiscal agent if funding is awarded for the project.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes \_ Nays \_

Dated this 5th day of March, 2024

\_\_\_\_\_  
Board Chair, Redwood County

ATTEST:

\_\_\_\_\_  
Administrator, Redwood County

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



**REQUEST FOR BOARD ACTION**

|                                       |   |   |  |
|---------------------------------------|---|---|--|
| <b>Requested Board Date:</b>          | 3/5/2024                                      | <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 |
| Motor Grading Training Approval       |   | <b>estimated time needed:</b>                   | 5 minutes                                |
| <b>Board Action:</b>                  | <input type="checkbox"/> Yes, action required | <input type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Approve \$7,200 in Professional Services from Jackson's Heavy Equipment Training, LLC to train up to 10 Motor Grader Operators for four days in Redwood County.

**Background Information:**

In an effort to train blade operators and seek constant improvement of Redwood County's gravel road blade maintenance, four days of specialty motor grading training will be provided, which will include Level II (experienced operator skills) and Level III (roadway super-elevations, hills and intersections). A certificate of training completion will be provided for those who pass the 4 day course and demonstrate knowledge and practical application of taught material.

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>          | 3/5/2024                                      | <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 |
| Payloader Training Approval           |   | <b>estimated time needed:</b>                   | 5 minutes                                |
| <b>Board Action:</b>                  | <input type="checkbox"/> Yes, action required | <input type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Approve \$5,400 in Professional Services from Jackson's Heavy Equipment Training, LLC to train up to 10 Payloader Operators for three days in Redwood County.

**Background Information:**

The Highway Department's experienced payloader operator retired in 2023. This course is to train new payloader operators, which will improve equipment operation safety, reduce stockpile ground contamination and help operators to load equipment more efficiently. A certificate of training completion will be provided for those who pass the 3 day course and demonstrate knowledge and practical application of taught material.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: N/A

Date Requestor Requires Review Completion: N/A

**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>  | 3/5/24 | <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 |
| Award Construction Contract 24-1; Bituminous Mill & Overlay, Aggregate Shoulders and Striping |        | <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:**

Award construction contract 24-1 for projects SAP 064-607-048, SAP 064-608-031 and SAP 064-610-033; Bituminous Mill and Overlay, Aggregate Shoulders and Striping to low bidder Central Specialties Inc. for the amount of their bid.

**Background Information:**

This project consists of 25.1 miles of mill and overlays on CSAH 7, 8 and 10 as shown in the attached map. Four bids were received for this contract. The low bidder is 2.22% under engineers estimate (\$145,675.23). The bid summary is attached.

The anticipated construction start date is May 1, 2024 with completion before August 15, 2024.

The project is funded with a combination of 2023 General Obligation Bonds, 0.5% Local Option Sales Tax and County State Aid Highway Funds.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 2/28/2024

Date Requestor Requires Review Completion: 3/12/2024

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

**Bid Abstract Summary - SAP 064-607-050, SAP 064-608-031 & SAP 064-610-033**

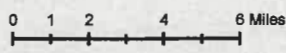
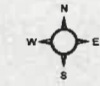
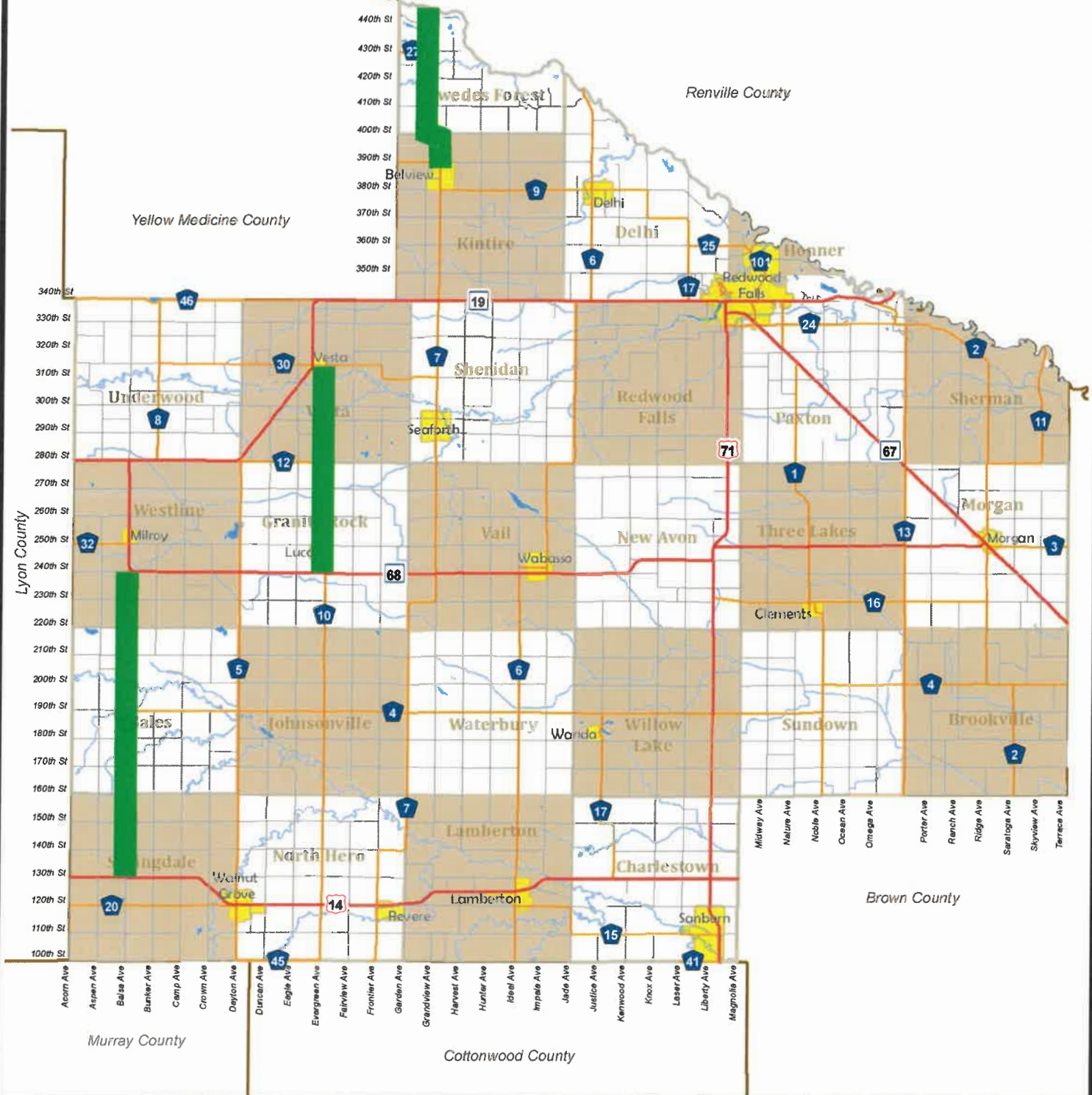
|             |             |             |
|-------------|-------------|-------------|
| Report Date | Bid Release | Bid Opening |
| 2/27/2024   | 2/1/2024    | 2/27/2024   |

| <b>Bid Name</b>                | <b>Total</b>   | <b>% Over/Under Estimate</b> |
|--------------------------------|----------------|------------------------------|
| Engineer's Estimate            | \$6,552,256.90 |                              |
| Central Specialties Inc.       | \$6,406,581.67 | 2.22% UNDER                  |
| Duininck, Inc.                 | \$6,813,406.97 | 3.99% OVER                   |
| KNIFE RIVER                    | \$7,097,331.67 | 8.32% OVER                   |
| OMG Midwest Inc, dba Minnesota |                |                              |
| Paving & Materials             | \$7,883,487.47 | 20.32% OVER                  |

# Redwood County, MN

## 2024 Roadway Project Locations

= Bituminous Rehabilitation/Overlay (May-Aug 24)



### Roads

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

### Boundaries

- Cities
- Townships
- Counties

### Water

- Lakes
- Rivers

*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.*



**REQUEST FOR BOARD ACTION**

|  |  |
|--|--|
| <b>Requested Board Date:</b> 3/5/2024  | <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 |
| Authorize Board Chair and Administrator to Sign Construction Contract 24-1   | <b>estimated time needed:</b> 5 minutes                    |
| <b>Board Action:</b> <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Authorize County Board Chair and County Administrator to sign awarded construction contract 24-1 for projects SAP 064-607-048, SAP 064-608-031 and SAP 064-610-033; Bituminous Mill and Overlay, Aggregate Shoulders and Striping, pending obtaining signatures from the awarded Contractor.

**Background Information:**

This project consists of 25.1 miles of mill and overlays on CSAH 7, 8 and 10 as shown in the attached map. The low bidder is 2.22% under engineers estimate (\$145,675.23). The bid summary is attached.

The anticipated construction start date is May 1, 2024 with completion before August 15, 2024.

The project is funded with a combination of 2023 General Obligation Bonds, 0.5% Local Option Sales Tax and County State Aid Highway Funds.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

**Bid Abstract Summary - SAP 064-607-050, SAP 064-608-031 & SAP 064-610-033**

|             |             |             |
|-------------|-------------|-------------|
| Report Date | Bid Release | Bid Opening |
| 2/27/2024   | 2/1/2024    | 2/27/2024   |

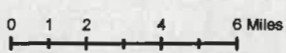
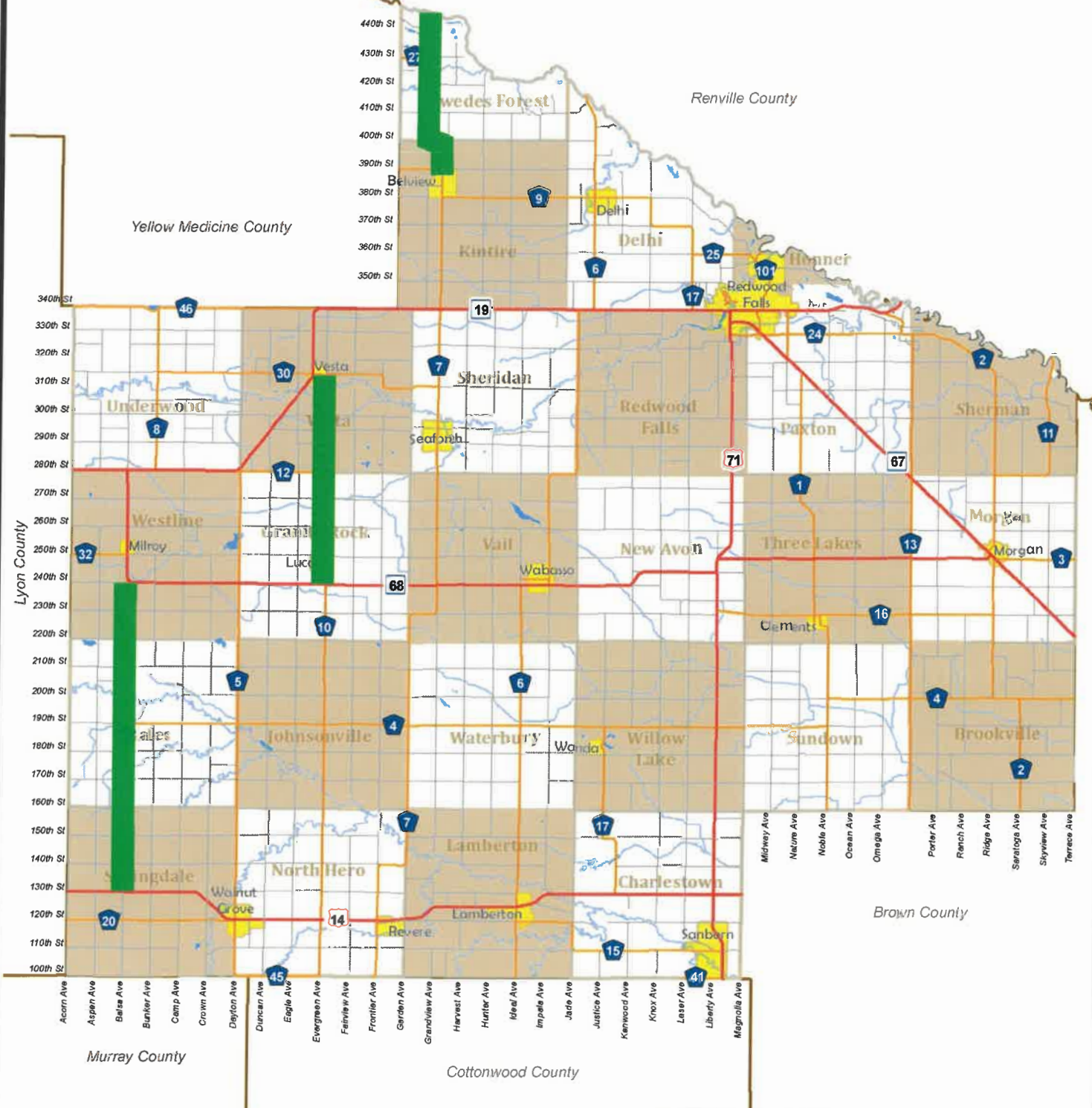
| <b>Bid Name</b>                                      | <b>Total</b>   | <b>% Over/Under Estimate</b> |
|--|----------------|------------------------------|
| Engineer's Estimate                                  | \$6,552,256.90 |                              |
| Central Specialties Inc.                             | \$6,406,581.67 | 2.22% UNDER                  |
| Duininck, Inc.                                       | \$6,813,406.97 | 3.99% OVER                   |
| KNIFE RIVER  | \$7,097,331.67 | 8.32% OVER                   |
| OMG Midwest Inc, dba Minnesota<br>Paving & Materials | \$7,883,487.47 | 20.32% OVER                  |







# Redwood County, MN



## 2024 Roadway Project Locations

 = Bituminous Rehabilitation/Overlay (May-Aug 24)



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

- Boundaries**
-  Cities
  -  Townships
  -  Counties

- Water**
-  Lakes
  -  Rivers

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.



**REQUEST FOR BOARD ACTION**

|   |   |   |   |
|---|---|---|---|
| <b>Requested Board Date:</b>                    | 3/5/2024                                      | <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. |
| CSAH 2 Reconstruction Phase I Archaeology Study |   | <b>estimated time needed:</b>                   | 5 minutes                                 |
| <b>Board Action:</b>                            | <input type="checkbox"/> Yes, action required | <input type="checkbox"/> No, informational only |   |

**If Action, Board Motion Requested:**

Approve Phase I Archeology Study for reconstruction of CSAH 2, from 305th Street to CSAH 11 in the amount of \$21,360.

**Background Information:**

A Phase I Archaeology study is needed to advance design for reconstruction of CSAH 2, from 305th Street to CSAH 11. The study will determine if there are areas along CSAH 2 that have a high potential to contain artifacts. This will include walking along fields in the spring or fall and shovel/post-hole test pits in wood and pasture areas that could be impacted from the project.

A Phase II Archaeology study would be considered in the future if there are significant findings.

Proposals were sent to AECOM, Two Pines, Wiseth and Kogel on December 18th. One proposal was received by Two Pines, as attached.

The Redwood County Highway Department and the Lower Sioux Indian Community are working together to re-apply for RAISE Grant funds for this project in the amount of \$25M. If selected for federal funding, the scope of the project would increase to include a mill and overlay on CSAH 2, from the north limits of Morgan to CSAH 11 (paved in 2003), ultra thin bonded wearing course from 305th Street to CSAH 24 (paved in 2016), a shared use path between CSAH 24 and the Interpretive Center, pedestrian crossings, and other safety, environmental sustainability, quality of life, mobility, economic competitiveness, opportunity, partnership, collaboration, and innovation requirements.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

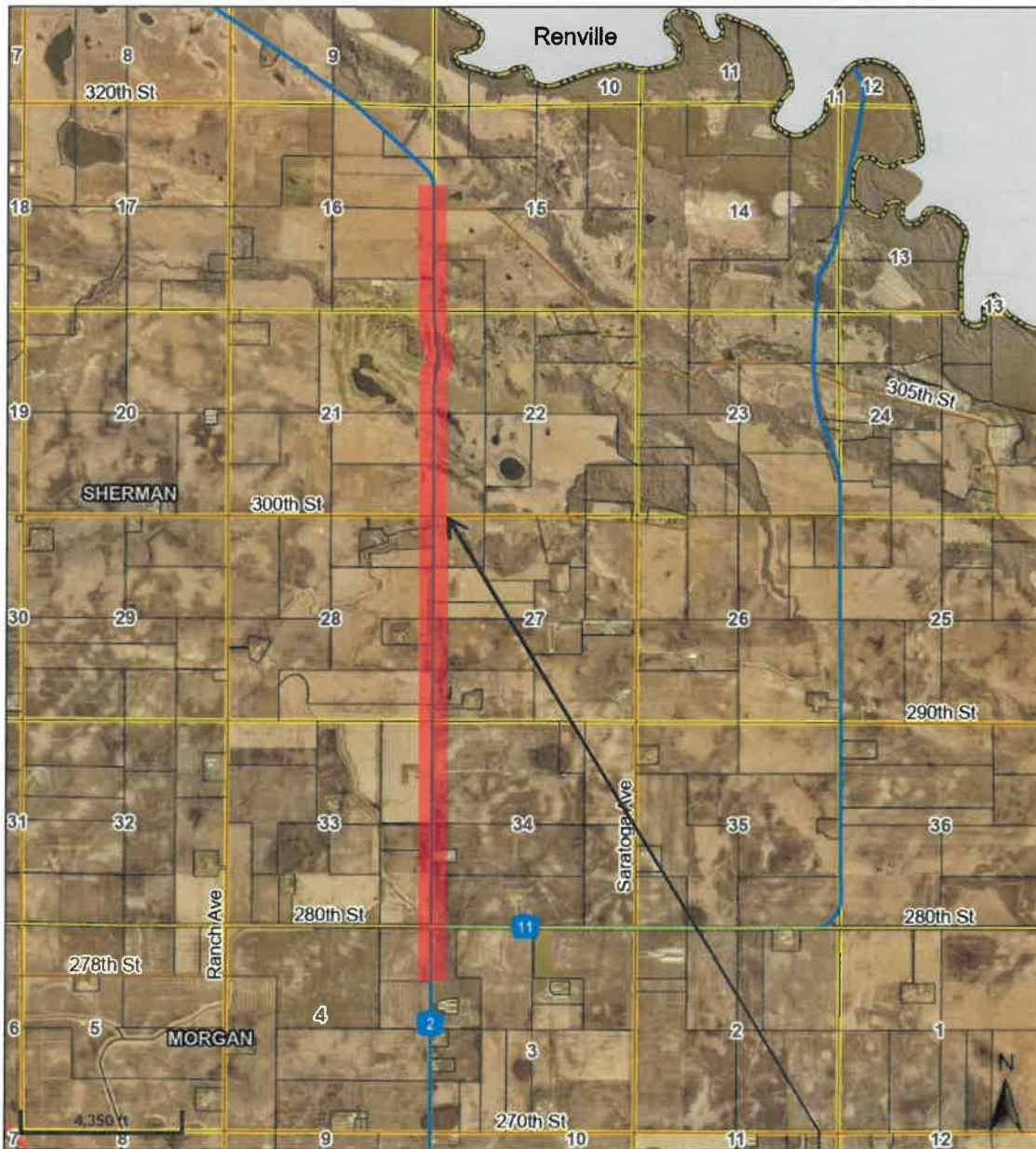
Date Legal Request Submitted to County Attorney: N/A

Date Requestor Requires Review Completion: N/A

**Administrators Comments:**

Reviewed by Administrator:  Yes  No









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



**Overview**



**Legend**

-  Municipal Boundaries
-  Surrounding Counties
-  Townships
-  Parcels
- Major Roads**
-  State/Federal
-  County
-  County/Twp/City
-  Minor Roads

Date created: 12/18/2023  
 Last Data Uploaded: 12/14/2023 9:38:05 PM

Developed by  Schneider  
 GEOSPATIAL

**Phase 1 for CSAH 2 Roadway Reconstruction.**

**Preliminary Design: January - May 2024.**

**Billing Agency: Redwood County Highway Department**

**From: 500' north of CSAH 2/305th Street intersection to 1400' south of CSAH 2/CSAH11 intersection. 100' east and west of centerline.**



Two Pines Resource Group, LLC  
17711 260<sup>th</sup> Street, Shafer, MN 55074

www.twopinesresource.com

Phone: 651-257-4766

January 4, 2024

Anthony Sellner, PE  
Redwood County Highway Department  
1820 East Bridge Street  
PO Box 6  
Redwood Falls, MN 56283

*Re: Proposal to complete a Phase 1 Archaeological Survey for Improvements to CSAH 2 Project (Area 1), Sherman and Morgan Townships, Redwood Falls, MN*

Dear Anthony:

Two Pines Resource Group, LLC (Two Pines) is pleased to submit a proposal for the above-referenced project. It is our understanding that archaeological testing is needed in support of planned improvements to CSAH 2 from 500 feet north of the CSAH 2/305th Street intersection to 1,400 feet south of the CSAH 2/CSAH 11 intersection as noted on the aerial map received in our office on December 18, 2023, and as we discussed by phone. The survey area will be a corridor 100 feet to either side of the centerline. Two Pines has completed similar studies within the area. Our work on the previous projects will inform the current study.

### **Project Scope**

The purpose of the Phase I archaeological survey is to determine whether the project area contains any intact archaeological resources subject to Federal or State preservation laws including Section 106 of the National Historic Preservation Act, as amended (36 CFR 800); the Minnesota Field Archaeology Act (MS 138.31-138.42); and the Minnesota Historic Sites Act (MS 138.661-138.669).

### **Staff**

Dr. Michelle Terrell will serve as the Principal Investigator. Dr. Terrell meets the U.S. Secretary of the Interior's Professional Qualification Standards for archaeology and will hold the survey license from the Minnesota Office of the State Archaeologist (OSA). Two Pines is fully insured, and certificates are available upon request.

## **Scope of Work**

### ***Fieldwork Preparation, Phase I Archaeological Fieldwork***

#### *Fieldwork Preparation*

- Background research on any previously identified archaeological sites within a one-mile radius and previous cultural resources investigations within the project limit will be completed at the Office of the State Archaeologist and the State Historic Preservation Office.
- The Lower Sioux THPO will be consulted regarding any potential cultural resources within or near the project limits.
- Additional resources such as local histories, aerial photographs, historical maps, LIDAR data, and other resources will be reviewed as needed.
- Two Pines will arrange for a utility locate prior to any subsurface testing.

#### *Phase I Archaeological Fieldwork*

- Phase I fieldwork will consist of systematic visual inspection of the project area and shovel testing in areas of moderate to high archaeological potential. A standard, systematic testing interval will be used. Testing intervals will be decreased if archaeological materials are encountered. Areas of documented past disturbance, inundation, slopes of more than 20 degrees, areas more than 500 feet from current or historic water sources, or otherwise areas of low archaeological potential will be excluded from survey.
- All excavation data will be recorded on standardized forms and in the logbook of the Principal Investigator. Recorded information will include the location and methods of testing; the numbers, types, and locations of recovered cultural materials; the depth and thickness of excavated soil layers; soil textures and inclusions; and soil color according to Munsell color charts.
- All sites encountered will be fully delineated within the study area during the Phase I, and the Project Manager will be informed of any potential NRHP-eligible site locations to determine if the site(s) can be avoided. In the event the location(s) cannot be avoided, the contract may require an amendment to include Phase II archaeological evaluations. An evaluation plan reflective of the nature of the resource will be developed in consultation with the project manager if the area of concern cannot be avoided.
- Dense artifact deposits or complicated features will be sampled/documentated only sufficiently to attempt to discern the type and temporal nature of the deposit, if possible, in order to develop an evaluation plan if required.

#### ***Analysis and Reporting***

The cost of analysis for cleaning and cataloging up to 50 artifacts is included. If more than 50 artifacts are encountered, a budget amendment may be required to complete the work. This amendment must be approved in writing by the project manager before the work continues. Artifacts recovered on public land must be curated at an approved public facility, and the cost of the preparation of recovered materials will be included in a budget amendment, if necessary. Artifacts found on private property will be returned to the landowner.

All artifacts will be analyzed regarding their material, class, type, and morphology; and other pertinent data will be noted. If necessary, comparative collections will be consulted and other references accessed to provide a clear understanding of the context and nature of any sites. Artifacts will be catalogued according to the standards of the Minnesota Historical Society.

A technical report describing the Phase I archaeological project methodology, background research, fieldwork results, and recommendations will be prepared in accordance with all Federal and State standards. If Phase II work is requested, a combined Phase I/II report will be prepared.

### **Communication and Meetings**

The Principal Investigator will keep the Project Manager closely informed of the progress of the study. At this time, no meetings are anticipated.

### **Schedule**

This schedule and budget assume project components, weather, and ground conditions permit standard archaeological fieldwork methods. If Phase II evaluation is required, we will prepare an interim letter report outlining the findings of the Phase I, our recommendations for Phase II work, a Phase II proposal, and a schedule of when this work can be completed.

|   |  |
|---|--|
| Background Research and Project Preparation | Upon contract receipt  |
| Phase I Archaeological Survey (8 days)      | within 2 weeks of receipt of OSA license, conditions permitting.<br>Expected Spring 2024 |
| Phase I Draft Report                        | Within one month of end fieldwork  |
| Final Report                                | Within 1 week of receipt of comments on the draft, if needed                             |

Any conditions beyond Two Pines control which adversely affect this schedule will incur a day for day delay in the project schedule.

### **Budget**

The budget for the described Phase I archaeological survey is not expected to exceed **\$21,360.00**. This cost includes research, fieldwork, report preparation, travel, and tribal coordination if requested.

Please note, a large portion of the highest potential area is in hay/pasture, which will require labor intensive shovel testing. We have included potential bracketing of positive shovel tests in our estimate. Also, this estimate was developed with the assumption that the remainder of the project area provides sufficient visibility for pedestrian survey techniques, which are very cost effective. However, if these areas have been transitioned to “no-till” cultivation then shovel-testing in these locations may be required and will require a budget amendment to cover the additional cost.

The cost and schedule contained within this proposal are subject to the following assumptions:

- The archaeological survey will be limited to those areas with moderate to high potential for containing precontact or historical-archaeological sites, as indicated by the literature review, communications from tribal communities, and field conditions in the project area.
- The archaeological survey will involve only standard survey methods, i.e., those that can be used during the spring-late fall field season and not those involving ground thawing measures or mechanical means.
- Project factors, landowner issues, or inclement or hazardous weather (e.g.: thunderstorms, air quality and/or excessive temperature concerns, snowstorms, and/or deeply frozen ground) will not occur before or during the project and/or, in the event of adverse weather, during the excavation period. Such conditions beyond Two Pines control will cause a day-for-day schedule extension until the situation is resolved.
- The NRHP-evaluation (Phase II) of any encountered site is not included in this budget. If archaeological resources are encountered during this survey, the Principal Investigator will notify the Project Manager to determine an appropriate course of action. Phase II evaluation will require a contract amendment.
- Unexpected finds: if a dense or large artifact scatter or feature is encountered, the location(s) will be recorded, and a Phase II evaluation plan will be proposed if the area cannot be avoided.
- Artifact analysis of more than 50 artifacts may exceed the existing budget. Curation preparation and fees are not included in this budget. An amendment for these costs will be prepared as required.
- Information regarding unexpected resources, or requests from THPOs beyond normal field survey methods, may require a budget extension, and/or affect the project schedule.

If you have any questions, or comments about this scope or budget, please feel free to contact me.

Sincerely,  
TWO PINES RESOURCE GROUP, LLC



Michelle M. Terrell, PhD., RPA  
Principal Investigator

**TWO PINES RESOURCE GROUP**

**CSAH 2 Area 1 Phase I Survey Budget**

4-Jan-24

**Task 1: Phase 1 Survey and Report**

|                           | Rate      | Hours         | Total               |
|---------------------------|-----------|---------------|---------------------|
| Sr Principal Investigator | \$ 104.00 | 120.00        | 12,480.00           |
| Archaeologist I/GIS       | \$ 70.00  | 24.00         | 1,680.00            |
| Archaeologist II/Proj Mgr | \$ 100.00 | 4.00          | 400.00              |
| Tech                      | \$ 50.00  | 80.00         | 4,000.00            |
| <b>Total</b>              |           | <b>228.00</b> | <b>\$ 18,560.00</b> |

**Expenses**

|                      |             |                      |                     |
|----------------------|-------------|----------------------|---------------------|
| Mileage              | \$ 0.655    | 0                    | \$ -                |
| Vehicle/day          | \$ 50.00    | 0                    | \$ -                |
| Gas                  | \$ 4.00     | 120                  | \$ 480.00           |
| Per Diems/person day | \$ 36.00    | 20                   | \$ 720.00           |
| Hotel/person day     | \$ 100.00   | 16                   | \$ 1,600.00         |
| Curation-TBD         | \$ 1,000.00 | 0                    | \$ -                |
| Misc. expenses       | \$ -        | 0                    |                     |
|                      |             | <b>Expense Total</b> | <b>2,800.00</b>     |
| <b>TOTAL</b>         |             |                      | <b>\$ 21,360.00</b> |





**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 |
| For Information Only  |                | <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:**

For Information Only.

**Background Information:**

The Lower Sioux Indian Community and Redwood County Highway Department \$25,000,000 RAISE Grant application for County State Aid Highway (CSAH) 2 Road and Shared Use Path Improvement Project was completed and submitted on February 26, 2024.

A copy of the 243 page application is attached.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

**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 \*\***

### 3. Project Description

#### Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program



#### County State Aid Highway (CSAH) 2 Road and Shared Use Path Improvements Project Lower Sioux Indian Community (Cansayapi) / Redwood County, Minnesota

##### Sponsor Contact Information:

President Robert Larsen - Lower Sioux Indian Community  
(507) 697-6185 - extension 8632  
robert.larsen@lowersioux.com





**REQUEST FOR BOARD ACTION**

|                                       |   |   |  |
|---------------------------------------|---|---|--|
| <b>Requested Board Date:</b>          | 3/5/2024                                      | <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 |
| Declare Excess Equipment              |   | <b>estimated time needed:</b>                   | 5 minutes                                |
| <b>Board Action:</b>                  | <input type="checkbox"/> Yes, action required | <input type="checkbox"/> No, informational only |  |

**If Action, Board Motion Requested:**

Declare 1994 triaxle trailer 8947 excess equipment and list for sale or auction.

**Background Information:**

Triaxle trailer 8947 was built in 1994 and has a history of repeated breakdowns/deadline.

The County will maintain the other two triaxle trailers (purchased in 2016 and 2022), and the 2023 gooseneck trailer as part of it's heavy fleet. The highway department uses the heavy trailers to haul it's dozer, payloaders, chip spreader, self propelled packers, skid loaders, rented excavator, and anything weighing in excess of 10,000 lbs.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

**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>  | 3/5/24 | <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 |
| Approve final pay request to Duinick, Inc for mill and overlays on various roadways throughout the county |        | <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 Duinick Inc for construction project 23-6, 1.5" bituminous mill and overlay (SAP 064-602-026, SAP 064-603-008, SAP 064-604-058, SAP 064-605-035, SAP 064-607-052, SAP 064-610-035, SAP 064-612-016, SAP 064-616-019, & SAP 064-645-008), pending obtaining signatures from Contractor.

**Background Information:**

The project consisted of 1.5" bituminous mill and overlay of Segments on CSAH 2 (from CSAH 11 to 305 St), CSAH 3 (from Morgan City Limits to East County Line), CSAH 4 (from CSAH 6 to Jct. of TH 71), CSAH 5 (From TH 14 to Jct. of CR 52), CSAH 7 (From N. Seaforth limits to Jct. MN 19), CSAH 10 (From S. County Line to Jct. TH 14), CSAH 12 (From MN 19 to Jct. CSAH 7), CSAH 16 (From CSAH 1 to Jct. MN 68), and CSAH 45. (S. County Line to Jct. CSAH 10) totaling 38.751 miles.

The project bid award was \$5,034,312.29. The final construction amount was \$4,857,427.58. Final payment amount will be \$4,823,084.60. An amount of \$32,797 was deducted as liquidated damages for completing the project 4 days late on CSAH 2 (September 14), 3 days late on CSAH 3 (September 13) and 2 days late on CSAH 1 (September 12). An additional \$1,545.98 was deducted for several lower density test results. The project was funded entirely from the 2023 \$10M General Obligation Bond.

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:

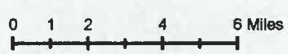
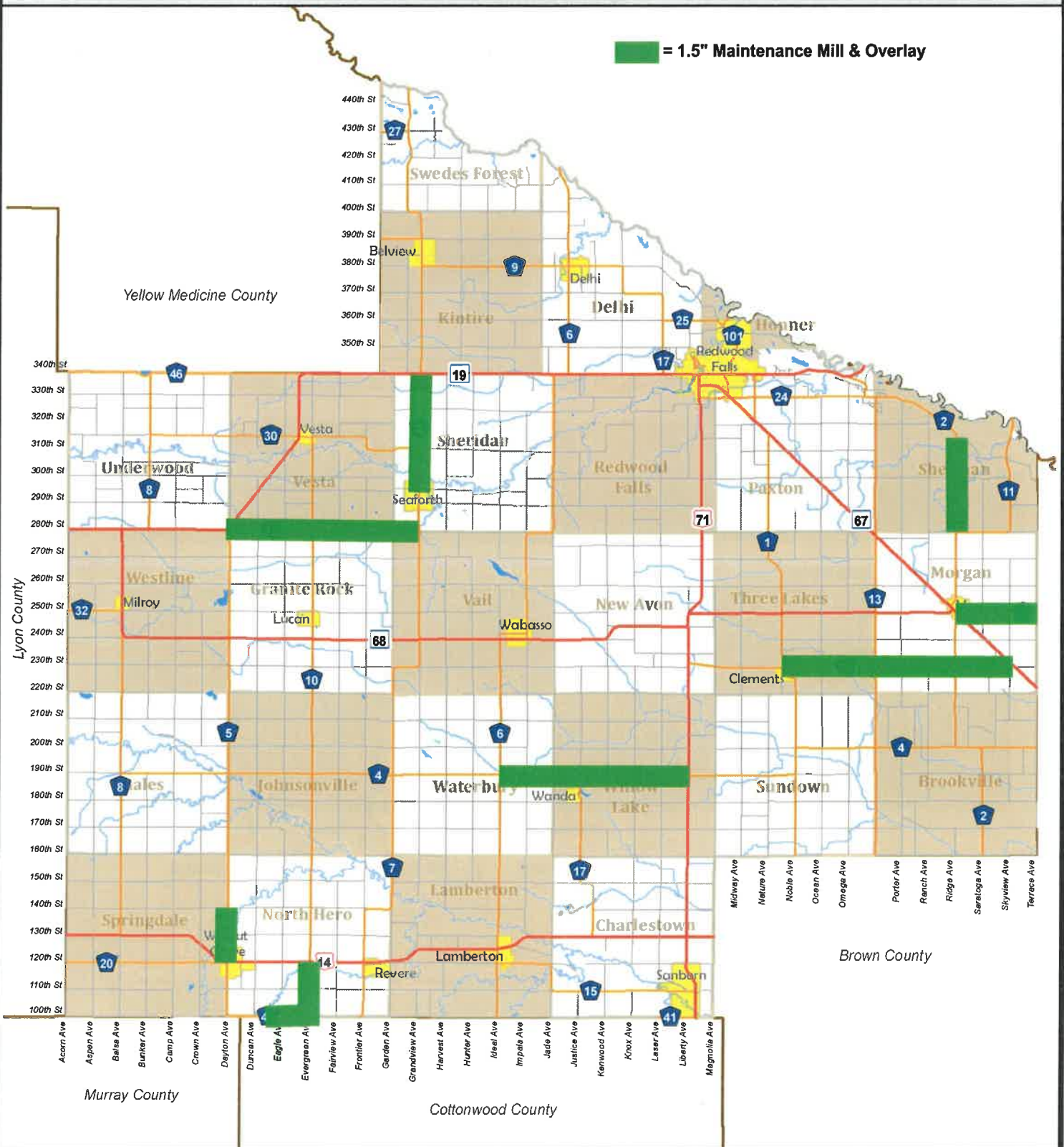
Administrators Comments:





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

 = 1.5" Maintenance Mill & Overlay



| Roads   | Boundaries  | Water  |
|---|---|--|
|  Federal and State             |  Cities    |  Lakes  |
|  County State Aid              |  Townships |  Rivers |
|  All other County and Township |  Counties  |  |

Created by Redwood County GIS Specialist 1/24/2017 using data created by Redwood County. This map is for informational purposes only. Redwood County is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

Contract Number: 23-6  
 Final Pay Request Number: 4

| Project Number  | Project Description                 |
|-----------------|-------------------------------------|
| SAP 064-602-026 | CSAH 2 Bituminous Mill and Overlay  |
| SAP 064-603-008 | CSAH 3 Bituminous Mill and Overlay  |
| SAP 064-604-058 | CSAH 4 Bituminous Mill and Overlay  |
| SAP 064-605-035 | CSAH 5 Bituminous Mill and Overlay  |
| SAP 064-607-052 | CSAH 7 Bituminous Mill and Overlay  |
| SAP 064-610-035 | CSAH 10 Bituminous Mill and Overlay |
| SAP 064-612-016 | CSAH 12 Bituminous Mill and Overlay |
| SAP 064-616-019 | CSAH 16 Bituminous Mill and Overlay |
| SAP 064-645-008 | CSAH 45 Bituminous Mill and Overlay |

|   |  |
|---|--|
| <b>Contractor:</b> Duinick, Inc.<br>408 6th Street<br>Prinsburg, MN 56281 | <b>Vendor Number:</b> N/A<br><b>Up To Date:</b> 02/27/2024 |
|---|--|

| Contract Amount   |                | Funds Encumbered |                |
|-------------------|----------------|------------------|----------------|
| Original Contract | \$5,034,312.29 | Original         | \$5,034,312.29 |
| Contract Changes  | (\$34,342.98)  | Additional       | N/A            |
| Revised Contract  | \$4,999,969.31 | Total            | \$5,034,312.29 |

| Work Certified To Date |                |
|------------------------|----------------|
| Base Bid Items         | \$4,857,427.58 |
| Contract Changes       | (\$34,342.98)  |
| Material On Hand       | \$0.00         |
| Total                  | \$4,823,084.60 |

| 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 064-602-026 | (\$14,292.00)               | \$388,161.43           | (\$20,122.68)        | \$382,330.75           | \$5,830.68               | \$388,161.43              |
| SAP 064-603-008 | (\$12,917.00)               | \$277,076.49           | (\$14,499.68)        | \$275,493.81           | \$1,582.68               | \$277,076.49              |
| SAP 064-604-058 | \$0.00                      | \$942,017.95           | (\$47,100.90)        | \$894,917.05           | \$47,100.90              | \$942,017.95              |
| SAP 064-605-035 | \$0.00                      | \$300,353.78           | (\$15,017.69)        | \$285,336.09           | \$15,017.69              | \$300,353.78              |
| SAP 064-607-052 | \$0.00                      | \$515,493.58           | (\$25,774.68)        | \$489,718.90           | \$25,774.68              | \$515,493.58              |
| SAP 064-610-035 | (\$729.58)                  | \$295,834.70           | (\$14,828.21)        | \$281,736.07           | \$14,098.63              | \$295,834.70              |
| SAP 064-612-016 | \$0.00                      | \$870,314.67           | (\$43,515.73)        | \$826,798.94           | \$43,515.73              | \$870,314.67              |
| SAP 064-616-019 | (\$5,588.00)                | \$1,034,655.61         | (\$52,012.18)        | \$988,231.43           | \$46,424.18              | \$1,034,655.61            |
| SAP 064-645-008 | (\$816.40)                  | \$199,176.39           | (\$9,999.63)         | \$189,993.16           | \$9,183.23               | \$199,176.39              |

| Work Certified This Request                             | Work Certified To Date | Less Amount Retained | Less Previous Payments   | Amount Paid This Request | Total Amount Paid To Date |
|---|------------------------|----------------------|--------------------------|--------------------------|---------------------------|
| (\$34,342.98)   | \$4,823,084.60         | \$0.00               | \$4,614,556.20           | \$208,528.40             | \$4,823,084.60            |
| Percent: Retained: \$0.00%                              |                        |                      | Percent Complete: 96.46% |                          |                           |
| <b>Amount Paid this Final Pay Request: \$208,528.40</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  
*02/27/2024*  
Date

Approved By Duininck, Inc.  
[2#first\_name#3] [2#last\_name#4]  
Contractor  
[2#obtained#5]  
Date

Project No. : SAP 064-602-026  
Final Pay Request No. : 4  
Contract No.: 23-6

**Certificate of Final Contract Acceptance  
Final Voucher Number: 4**

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 \_\_\_\_\_ 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 \$4,823,084.60 and agrees to the amount of \$208,528.40 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Duininck, Inc. By \_\_\_\_\_

And \_\_\_\_\_ And \_\_\_\_\_ State of ,

On This \_\_\_\_\_ Day \_\_\_\_\_, \_\_\_\_\_, 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)

\_\_\_\_\_ And \_\_\_\_\_, to me personally known, who, being each by me duly sworn

each did say that they are respectively the \_\_\_\_\_ and \_\_\_\_\_ of the

\_\_\_\_\_ 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 \_\_\_\_\_ County

Seal Expires \_\_\_\_\_ 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: 23-6  
Final Pay Request No. 4

**Redwood County  
Certificate of Final Acceptance  
Board Acknowledgment**

Contract Number: 23-6  
Contractor: Duininck, Inc.  
Date Certified: 2/27/2024  
Payment Number: 4

Whereas; Contract No. 23-6 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, \_\_\_\_\_, 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 \_\_\_\_\_,

Signed By \_\_\_\_\_



Redwood County

(SEAL)

| <b>Contract Payment Summary</b> |            |                            |                             |                         |
|---------------------------------|------------|----------------------------|-----------------------------|-------------------------|
| Payment Number                  | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
| 1                               | 2023-08-23 | \$3,044,003.37             | \$152,200.17                | \$2,891,803.20          |
| 2                               | 2023-10-20 | \$1,746,373.25             | \$87,318.66                 | \$1,659,054.59          |
| 3                               | 2024-01-02 | \$67,050.96                | \$3,352.55                  | \$63,698.41             |
| 4                               | 2024-02-27 | (\$34,342.98)              | (\$242,871.38)              | \$208,528.40            |

| <b>Contract Funding Category Summary</b> |                         |                        |                      |                        |                          |                           |
|--|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| 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 |
| 064-602-026 Participating                |                         | \$388,161.43           | \$0.00               | \$382,330.75           | \$5,830.68               | \$388,161.43              |
| 064-603-008 Participating                |                         | \$277,076.49           | \$0.00               | \$275,493.81           | \$1,582.68               | \$277,076.49              |
| 064-604-058 Participating                |                         | \$942,017.95           | \$0.00               | \$894,917.05           | \$47,100.90              | \$942,017.95              |
| 064-605-035 Participating                |                         | \$300,353.78           | \$0.00               | \$285,336.09           | \$15,017.69              | \$300,353.78              |
| 064-607-052 Participating                |                         | \$515,493.58           | \$0.00               | \$489,718.90           | \$25,774.68              | \$515,493.58              |
| 064-610-035 Participating                |                         | \$295,834.70           | \$0.00               | \$281,736.07           | \$14,098.63              | \$295,834.70              |
| 064-612-016 Participating                |                         | \$870,314.67           | \$0.00               | \$826,798.94           | \$43,515.73              | \$870,314.67              |
| 064-616-019 Participating                |                         | \$1,034,655.61         | \$0.00               | \$988,231.43           | \$46,424.18              | \$1,034,655.61            |
| 064-645-008 Participating                |                         | \$199,176.39           | \$0.00               | \$189,993.16           | \$9,183.23               | \$199,176.39              |

| <b>Contract Funding Source Summary</b> |                                 |                          |                         |                          |                         |
|--|---------------------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| Accounting Number                      | Funding Source Name             | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
| 01 - CSAH Funds                        | Regular (CSAH) (SAAS Act. # 70) | \$208,528.40             | \$4,999,969.31          | \$5,034,312.29           | \$4,823,084.60          |

| 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 064-602-026      | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$241,580.00 | 0.09              | 0                     | \$0.00              | 0.09             | \$21,742.20    |
| SAP 064-602-026      | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-602-026      | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-602-026      | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-602-026      | 5    | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$1.73       | 45923             | 0                     | \$0.00              | 45582            | \$78,856.86    |
| SAP 064-602-026      | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 175               | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-602-026      | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.09              | 0                     | \$0.00              | 0.09             | \$2,430.00     |
| SAP 064-602-026      | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 50061             | 0                     | \$0.00              | 50066            | \$6,007.92     |
| SAP 064-602-026      | 10   | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$66.83      | 4360              | 0                     | \$0.00              | 4390.49          | \$293,416.45   |
| SAP 064-603-008      | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$241,580.00 | 0.06              | 0                     | \$0.00              | 0.06             | \$14,494.80    |
| SAP 064-603-008      | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-603-008      | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-603-008      | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-603-008      | 6    | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$67.90      | 3360              | 0                     | \$0.00              | 3344.6           | \$227,098.34   |
| SAP 064-603-008      | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 125               | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-603-008      | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.06              | 0                     | \$0.00              | 0.06             | \$1,620.00     |
| SAP 064-603-008      | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 34734             | 0                     | \$0.00              | 29055            | \$3,486.60     |
| SAP 064-603-008      | 10   | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$1.25       | 35240             | 0                     | \$0.00              | 34635            | \$43,293.75    |
| SAP 064-604-058      | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$241,580.00 | 0.18              | 0                     | \$0.00              | 0.18             | \$43,484.40    |
| SAP 064-604-058      | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-604-058      | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 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 064-604-058      | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-604-058      | 5    | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$1.96       | 98763             | 0                     | \$0.00              | 99143            | \$194,320.28   |
| SAP 064-604-058      | 6    | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$73.04      | 9380              | 0                     | \$0.00              | 9420.91          | \$688,103.27   |
| SAP 064-604-058      | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 350               | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-604-058      | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.18              | 0                     | \$0.00              | 0.18             | \$4,860.00     |
| SAP 064-604-058      | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 94029             | 0                     | \$0.00              | 93750            | \$11,250.00    |
| SAP 064-605-035      | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$241,580.00 | 0.05              | 0                     | \$0.00              | 0.05             | \$12,079.00    |
| SAP 064-605-035      | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-605-035      | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-605-035      | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-605-035      | 5    | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$2.00       | 29216             | 0                     | \$0.00              | 29203            | \$58,406.00    |
| SAP 064-605-035      | 6    | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$79.34      | 2790              | 0                     | \$0.00              | 2841.24          | \$225,423.98   |
| SAP 064-605-035      | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 100               | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-605-035      | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.05              | 0                     | \$0.00              | 0.05             | \$1,350.00     |
| SAP 064-605-035      | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 26830             | 0                     | \$0.00              | 25790            | \$3,094.80     |
| SAP 064-607-052      | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$241,580.00 | 0.11              | 0                     | \$0.00              | 0.11             | \$26,573.80    |
| SAP 064-607-052      | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-607-052      | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-607-052      | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-607-052      | 5    | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$1.50       | 60040             | 0                     | \$0.00              | 60210            | \$90,315.00    |
| SAP 064-607-052      | 6    | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$66.73      | 5700              | 0                     | \$0.00              | 5796.49          | \$386,799.78   |

| 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 064-607-052      | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 225               | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-607-052      | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.11              | 0                     | \$0.00              | 0.11             | \$2,970.00     |
| SAP 064-607-052      | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 75126             | 0                     | \$0.00              | 73625            | \$8,835.00     |
| SAP 064-610-035      | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$240,580.00 | 0.05              | 0                     | \$0.00              | 0.05             | \$12,029.00    |
| SAP 064-610-035      | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-610-035      | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-610-035      | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-610-035      | 5    | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$2.00       | 29533             | 0                     | \$0.00              | 29729            | \$59,458.00    |
| SAP 064-610-035      | 6    | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$79.14      | 2810              | 0                     | \$0.00              | 2770.32          | \$219,243.12   |
| SAP 064-610-035      | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 100               | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-610-035      | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.05              | 0                     | \$0.00              | 0.05             | \$1,350.00     |
| SAP 064-610-035      | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 37974             | 0                     | \$0.00              | 37368            | \$4,484.16     |
| SAP 064-612-016      | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$241,580.00 | 0.19              | 0                     | \$0.00              | 0.19             | \$45,900.20    |
| SAP 064-612-016      | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-612-016      | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-612-016      | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-612-016      | 5    | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$1.56       | 101360            | 0                     | \$0.00              | 101499           | \$158,338.44   |
| SAP 064-612-016      | 6    | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$67.84      | 9620              | 0                     | \$0.00              | 9553.05          | \$648,078.91   |
| SAP 064-612-016      | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 360               | 0                     | \$0.00              | 0                | \$0.00         |
| SAP 064-612-016      | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.19              | 0                     | \$0.00              | 0.19             | \$5,130.00     |
| SAP 064-612-016      | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 101653            | 0                     | \$0.00              | 107226           | \$12,867.12    |

| 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 064-616-019         | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$241,580.00 | 0.23              | 0                     | \$0.00              | 0.23             | \$55,563.40           |
| SAP 064-616-019         | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00                |
| SAP 064-616-019         | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00                |
| SAP 064-616-019         | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00                |
| SAP 064-616-019         | 5    | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$1.25       | 126152            | 0                     | \$0.00              | 121962           | \$152,452.50          |
| SAP 064-616-019         | 6    | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$68.19      | 11970             | 0                     | \$0.00              | 11902.68         | \$811,643.75          |
| SAP 064-616-019         | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 425               | 0                     | \$0.00              | 0                | \$0.00                |
| SAP 064-616-019         | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.23              | 0                     | \$0.00              | 0.23             | \$6,210.00            |
| SAP 064-616-019         | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 119599            | 0                     | \$0.00              | 119783           | \$14,373.96           |
| SAP 064-645-008         | 1    | 2021.501 | MOBILIZATION                                 | LS    | \$241,580.00 | 0.04              | 0                     | \$0.00              | 0.04             | \$9,663.20            |
| SAP 064-645-008         | 2    | 2123.510 | MOTOR GRADER                                 | HOUR  | \$245.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00                |
| SAP 064-645-008         | 3    | 2123.510 | 12 CU YD TRUCK                               | HOUR  | \$105.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00                |
| SAP 064-645-008         | 4    | 2123.610 | SKID LOADER                                  | HOUR  | \$175.00     | 2                 | 0                     | \$0.00              | 0                | \$0.00                |
| SAP 064-645-008         | 5    | 2232.504 | MILL BITUMINOUS SURFACE (1.5")               | S Y   | \$1.29       | 21120             | 0                     | \$0.00              | 21297            | \$27,473.13           |
| SAP 064-645-008         | 6    | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)    | TON   | \$79.16      | 2010              | 0                     | \$0.00              | 2010.17          | \$159,125.06          |
| SAP 064-645-008         | 7    | 2360.509 | TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING | TON   | \$85.00      | 75                | 0                     | \$0.00              | 0                | \$0.00                |
| SAP 064-645-008         | 8    | 2563.601 | TRAFFIC CONTROL                              | LS    | \$27,000.00  | 0.04              | 0                     | \$0.00              | 0.04             | \$1,080.00            |
| SAP 064-645-008         | 9    | 2582.503 | 4" SOLID LINE PAINT                          | L F   | \$0.12       | 22185             | 0                     | \$0.00              | 22095            | \$2,651.40            |
| <b>Base Bid Totals:</b> |      |          |  |       |              |                   |                       | <b>\$0.00</b>       |                  | <b>\$4,857,427.58</b> |

| Project Category Totals |                           |                     |                |
|-------------------------|---------------------------|---------------------|----------------|
| Project                 | Category                  | Amount This Request | Amount To Date |
| SAP 064-616-019         | 064-616-019 Participating | \$0.00              | \$1,040,243.61 |
| SAP 064-612-016         | 064-612-016 Participating | \$0.00              | \$870,314.67   |
| SAP 064-610-035         | 064-610-035 Participating | \$0.00              | \$296,564.28   |
| SAP 064-602-026         | 064-602-026 Participating | \$0.00              | \$402,453.43   |

|                 |                           |        |              |
|-----------------|---------------------------|--------|--------------|
| SAP 064-603-008 | 064-603-008 Participating | \$0.00 | \$289,993.49 |
| SAP 064-604-058 | 064-604-058 Participating | \$0.00 | \$942,017.95 |
| SAP 064-605-035 | 064-605-035 Participating | \$0.00 | \$300,353.78 |
| SAP 064-607-052 | 064-607-052 Participating | \$0.00 | \$515,493.58 |
| SAP 064-645-008 | 064-645-008 Participating | \$0.00 | \$199,992.79 |

| 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 064-610-035                | BK1 | 10   | 2360.601 Pavement Density Incentive/Disincentive (LS) | (\$729.58)    | 1                 | (\$729.58)      | ITM                         | 1                     | (\$729.58)           | 1                | (\$729.58)           |
| SAP 064-645-008                | BK1 | 10   | 2360.601 Pavement Density Incentive/Disincentive (LS) | (\$816.40)    | 1                 | (\$816.40)      | ITM                         | 1                     | (\$816.40)           | 1                | (\$816.40)           |
| SAP 064-602-026                | CO1 | 11   | 1807 FAILURE TO COMPLETE WORK ON TIME (LS)            | (\$14,292.00) | 1                 | (\$14,292.00)   | ITM                         | 1                     | (\$14,292.00)        | 1                | (\$14,292.00)        |
| SAP 064-603-008                | CO1 | 11   | 1807 FAILURE TO COMPLETE WORK ON TIME (LS)            | (\$12,917.00) | 1                 | (\$12,917.00)   | ITM                         | 1                     | (\$12,917.00)        | 1                | (\$12,917.00)        |
| SAP 064-616-019                | CO1 | 10   | 1807 FAILURE TO COMPLETE WORK ON TIME (LS)            | (\$5,588.00)  | 1                 | (\$5,588.00)    | ITM                         | 1                     | (\$5,588.00)         | 1                | (\$5,588.00)         |
| <b>Contract Change Totals:</b> |     |      |   |               |                   |                 |                             |                       | <b>(\$34,342.98)</b> |                  | <b>(\$34,342.98)</b> |

| Contract Change Totals |  |                |               |
|------------------------|--|----------------|---------------|
| Number                 | Description  | Effective Date | Amount        |
| 1                      | Pavement Density - Incentive / Disincentive  | 01/03/2024     | (\$729.58)    |
| 1                      | Pavement Density - Incentive / Disincentive  | 01/03/2024     | (\$816.40)    |
| 1                      | Issue: The Engineer has determined the Contract needs to be revised in accordance with specification - Other, see below.<br>The Contractor failed to complete the work within the contract time.<br>Resolution:<br>1. Redwood County will deduct liquidated damages from the money due to the Contractor.<br>Entitlement: Payment for this work will be at a Negotiated Lump Sum price for work not completed prior to substantial completion of the contract, which was determined by the Engineer.<br>This document does not change Contract Time. | 01/03/2024     | (\$14,292.00) |
| 1                      | Issue: The Engineer has determined the Contract needs to be revised in accordance with specification - Other, see below.<br>The Contractor failed to complete the work within the contract time.<br>Resolution:<br>1. Redwood County will deduct liquidated damages from the money due to the Contractor.<br>Entitlement: Payment for this work will be at a Negotiated Lump Sum price for work not completed prior to substantial completion of the contract, which was determined by the Engineer.<br>This document does not change Contract Time. | 01/03/2024     | (\$12,917.00) |
| 1                      | Issue: The Engineer has determined the Contract needs to be revised in accordance with specification - Other, see below.<br>The Contractor failed to complete the work within the contract time.<br>Resolution:<br>1. Redwood County will deduct liquidated damages from the money due to the Contractor.<br>Entitlement: Payment for this work will be at a Negotiated Lump Sum price for work not completed prior to substantial completion of the contract, which was determined by the Engineer.<br>This document does not change Contract Time. | 01/03/2024     | (\$5,588.00)  |

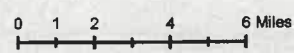
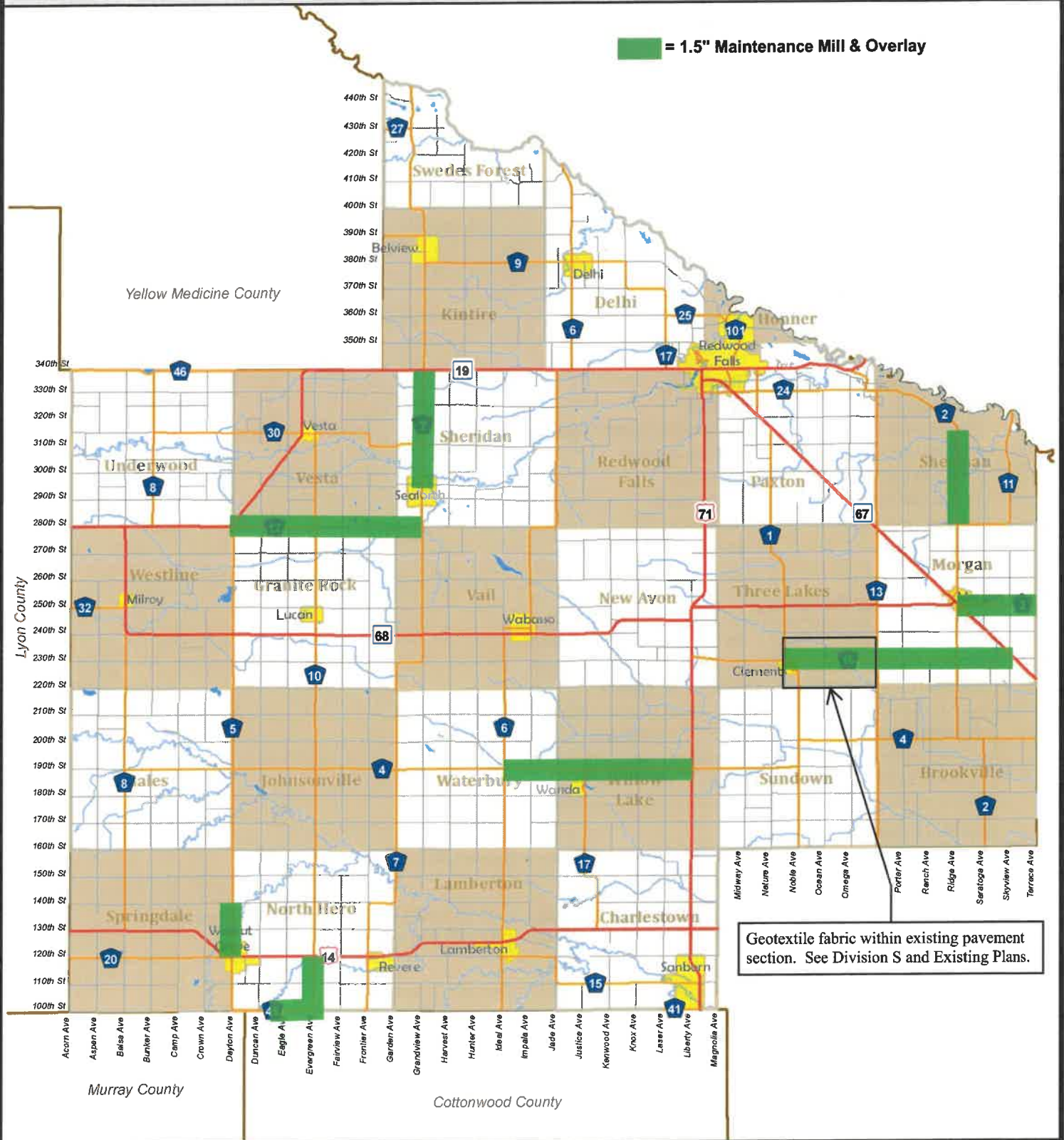
| Material On Hand Additions |      |             |      |       |          |
|----------------------------|------|-------------|------|-------|----------|
| Line                       | Item | Description | Date | Added | Comments |
|                            |      |             |      |       |          |

| Material On Hand Balance |      |             |      |       |      |           |
|--------------------------|------|-------------|------|-------|------|-----------|
| Line                     | Item | Description | Date | Added | Used | Remaining |
|                          |      |             |      |       |      |           |

|                       |                       |
|-----------------------|-----------------------|
| <b>Contract Total</b> | <b>\$4,823,084.60</b> |
|-----------------------|-----------------------|

# Redwood County, MN

 = 1.5" Maintenance Mill & Overlay



| Roads   | Boundaries  | Water  |
|---|---|--|
|  Federal and State             |  Cities    |  Lakes  |
|  County State Aid              |  Townships |  Rivers |
|  All other County and Township |  Counties  |  |

Created by Redwood County GIS Specialist 1/24/2017 using data created by Redwood County. This map is for informational purposes only. Redwood County is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.





**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

|                            |                        |
|----------------------------|------------------------|
| Confirmation Number:       | 1-707-873-632          |
| Submitted Date and Time:   | 30-Jan-2024 2:07:06 PM |
| Legal Name:                | DUININCK INC           |
| Federal Employer ID:       | 41-1552654             |
| User Who Submitted:        | gerdesh                |
| Type of Request Submitted: | Contractor Affidavit   |

**Affidavit Summary**

|                            |                                      |
|----------------------------|--------------------------------------|
| <b>Affidavit Number:</b>   | <b>980996096</b>                     |
| <b>Minnesota ID:</b>       | <b>3586809</b>                       |
| <b>Project Owner:</b>      | <b>REDWOOD COUNTY HWY DEPARTMENT</b> |
| <b>Project Number:</b>     | <b>SAP 064-602-026</b>               |
| <b>Project Begin Date:</b> | <b>15-Jul-2023</b>                   |
| <b>Project End Date:</b>   | <b>30-Sep-2023</b>                   |
| <b>Project Location:</b>   | <b>REDWOOD CO</b>                    |
| <b>Project Amount:</b>     | <b>\$4,857,427.58</b>                |

**Subcontractor Summary**

| Name                 | ID      | Affidavit Number |
|----------------------|---------|------------------|
| MIDSTATE RECLAMATION | 1719563 | 507203584        |
| SIR LINES-A-LOT      | 3509324 | 2124369920       |
| WARNING LITES OF MN  | 3086922 | 143085568        |

**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.

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## Heidi Gerdes

---

**From:** MN Revenue e-Services <eservices.mdor@state.mn.us>  
**Sent:** Thursday, January 25, 2024 10:51 AM  
**To:** Brenda Petsch  
**Subject:** [EXTERNAL]: Your Recent Contractor Affidavit Request

You don't often get email from [eservices.mdor@state.mn.us](mailto:eservices.mdor@state.mn.us). [Learn why this is important](#)

→ CAUTION ←  
This email originated from outside of the organization.

This email is an automated notification and is unable to receive replies.

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

|                            |                           |
|----------------------------|---------------------------|
| Confirmation Number:       | 0-189-810-016             |
| Submitted Date and Time:   | 25-Jan-2024 10:50:46 AM   |
| Legal Name:                | MID STATE RECLAMATION INC |
| Federal Employer ID:       | 39-1727526                |
| User Who Submitted:        | brendapetsch              |
| Type of Request Submitted: | Contractor Affidavit      |

### Affidavit Summary

|                     |                           |
|---------------------|---------------------------|
| Affidavit Number:   | 507203584                 |
| Minnesota ID:       | 1719563                   |
| Project Owner:      | REDWOOD CO HWY DEPARTMENT |
| Project Number:     | SAP 064-602-026, ETC      |
| Project Begin Date: | 07-Aug-2023               |
| Project End Date:   | 05-Sep-2023               |
| Project Location:   | REDWOOD FALLS             |
| Project Amount:     | \$152,680.20              |
| Subcontractors:     | No Subcontractors         |

### Important Messages

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### How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.



**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

|                            |                        |
|----------------------------|------------------------|
| Confirmation Number:       | 0-494-994-784          |
| Submitted Date and Time:   | 22-Jan-2024 2:57:19 PM |
| Legal Name:                | SIR LINES-A-LOT INC    |
| Federal Employer ID:       | 46-5427787             |
| User Who Submitted:        | linesalot              |
| Type of Request Submitted: | Contractor Affidavit   |

**Affidavit Summary**

|                          |                           |
|--------------------------|---------------------------|
| <b>Affidavit Number:</b> | <b>2124369920</b>         |
| Minnesota ID:            | 3509324                   |
| Project Owner:           | REDWOOD CO HWY DEPARTMENT |
| Project Number:          | SAP 064-602-026           |
| Project Begin Date:      | 01-Sep-2023               |
| Project End Date:        | 25-Sep-2023               |
| Project Location:        | REDWOOD COUNTY            |
| Project Amount:          | \$74,050.96               |
| Subcontractors:          | No Subcontractors         |

**Important Messages**

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**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

|                            |                                |
|----------------------------|--------------------------------|
| Confirmation Number:       | 1-359-979-872                  |
| Submitted Date and Time:   | 30-Jan-2024 1:19:38 PM         |
| Legal Name:                | WARNING LITES OF MINNESOTA INC |
| Federal Employer ID:       | 36-4762529                     |
| User Who Submitted:        | jjjewels                       |
| Type of Request Submitted: | Contractor Affidavit           |

**Affidavit Summary**

|                          |                   |
|--------------------------|-------------------|
| <b>Affidavit Number:</b> | <b>143085568</b>  |
| Minnesota ID:            | 3086922           |
| Project Owner:           | REDWOOD COUNTY    |
| Project Number:          | SAP 064-602-026   |
| Project Begin Date:      | 31-Jul-2023       |
| Project End Date:        | 30-Sep-2023       |
| Project Location:        | CSAH 3            |
| Project Amount:          | \$32,271.09       |
| Subcontractors:          | No Subcontractors |

**Important Messages**

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**Contact Us**

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**REQUEST FOR BOARD ACTION**

|   |  |
|---|--|
| <b>Requested Board Date:</b> 3/5/2024   | <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 |
| Approve final pay request to Fahmer Asphalt Sealers, LLC for 2023 Striping Project CMP 23-PM.                                 | <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 pay request to Fahmer Asphalt Sealers, LLC for 2023 Striping Project CMP 23-PM.

**Background Information:**

This project consisted of installing Reflectorized Pavement Markings on 85 miles of roadway, county wide, as designated on the map (as bid). Actual 2023 pavement marking was adjusted based on 2023 road deterioration and patching operations that occurred.

The contract amount was \$103,109.46. The final construction amount was \$94,800.08.

This project was funded completely with Road and Bridge Levy funds.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

**Administrators Comments:**

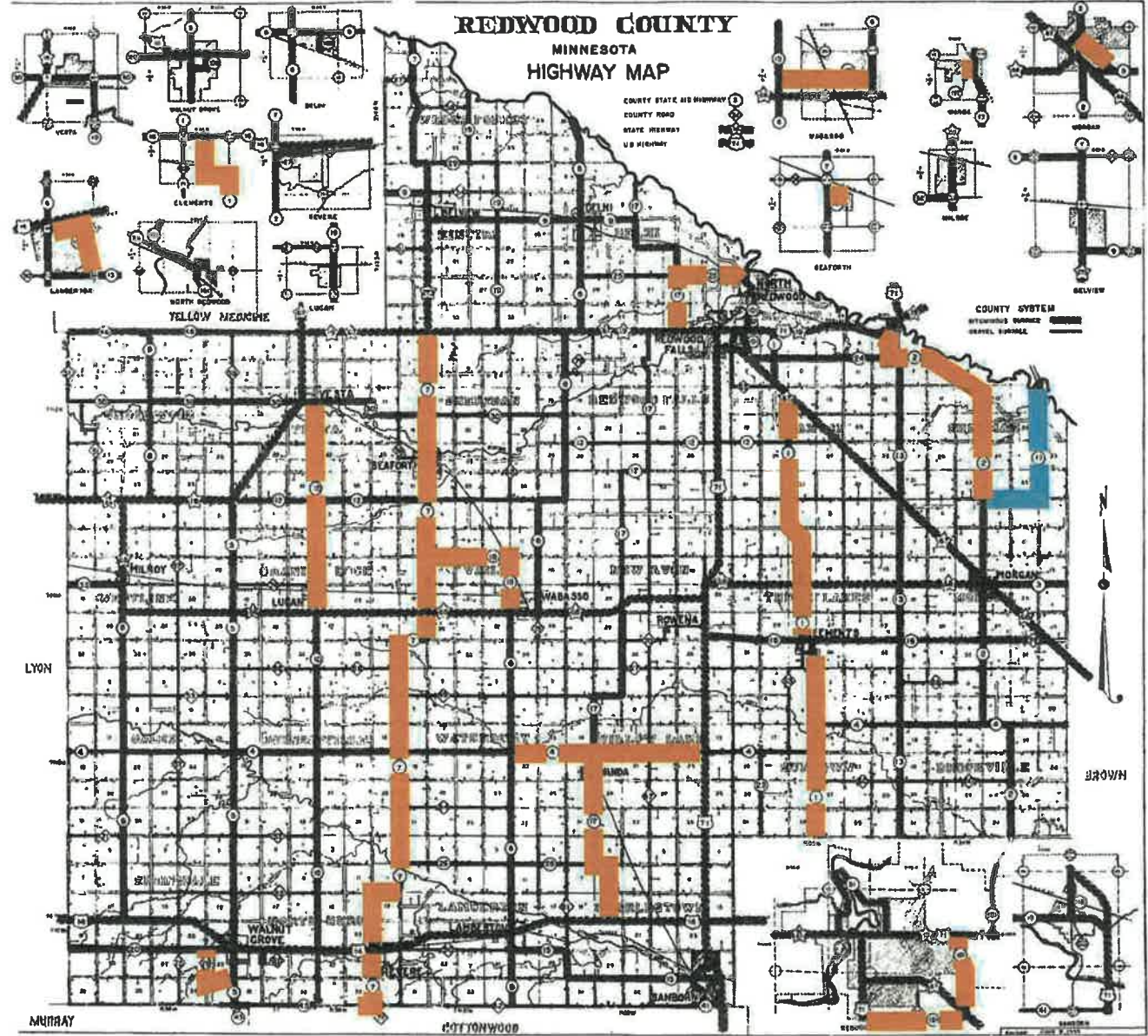
Reviewed by Administrator:  Yes  No

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

# REDWOOD COUNTY MINNESOTA HIGHWAY MAP

## 2023 STRIPING

-  = C/L ONLY
-  = RESTRIPE



MURRAY

COTTONWOOD

HARVEY

Contract Number: 23-3

Final Pay Request Number: 2

| Project Number | Project Description |
|----------------|---------------------|
| CMP-23-PM      | 2023 Striping       |

|  |   |
|--|---|
| <b>Contractor:</b> Fahmer Asphalt Sealers, LLC<br>- Eau Claire<br>6615 US Hwy 12 W<br>Eau Claire, WI 54703 | <b>Vendor Number:</b><br><br>Up To Date: 01/23/2024 |
|--|---|

| Contract Amount   |              | Funds Encumbered |              |
|-------------------|--------------|------------------|--------------|
| Original Contract | \$103,091.46 | Original         | \$103,091.46 |
| Contract Changes  | \$0.00       | Additional       | N/A          |
| Revised Contract  | \$103,091.46 | Total            | \$103,091.46 |

| Work Certified To Date |             |
|------------------------|-------------|
| Base Bid Items         | \$94,800.08 |
| Contract Changes       | \$0.00      |
| Material On Hand       | \$0.00      |
| Total                  | \$94,800.08 |

| Project   | Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid To Date |
|-----------|-----------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| CMP-23-PM | \$0.00                      | \$94,800.08            | (\$4,740.00)         | \$90,060.08            | \$4,740.00               | \$94,800.08               |

| Work Certified This Request                           | Work Certified To Date | Less Amount Retained | Less Previous Payments   | Amount Paid This Request | Total Amount Paid To Date |
|---|------------------------|----------------------|--------------------------|--------------------------|---------------------------|
| \$0.00  | \$94,800.08            | \$0.00               | \$90,060.08              | \$4,740.00               | \$94,800.08               |
| Percent: Retained: \$0.00%                            |                        |                      | Percent Complete: 91.96% |                          |                           |
| <b>Amount Paid this Final Pay Request: \$4,740.00</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  
 01/24/2024  
 Date

Approved By Fahmer Asphalt Sealers, LLC - Eau Claire  
*Jeff Sheehon*  
 Contractor  
 01/29/2024  
 Date

Final Pay Request No. : 2  
Contract No.: 23-3

**Certificate of Final Contract Acceptance**  
**Final Voucher Number: 2**

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 2/28/2024 Signature Anthony Sellner 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 \$94,800.08 and agrees to the amount of \$4,740.00 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Fahrner Asphalt Sealers, LLC - Eau Claire By \_\_\_\_\_

And \_\_\_\_\_ And \_\_\_\_\_ State of WI

On This 27 Day February, 2024, Before me appeared Jeff Sheehan 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)

Jeff Sheehan And \_\_\_\_\_, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and \_\_\_\_\_ of the Fahrner Asphalt Sealers 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

Officer and said Jeff Sheehan and \_\_\_\_\_

acknowledged said instrument to be the free act and deed of said Corporation.

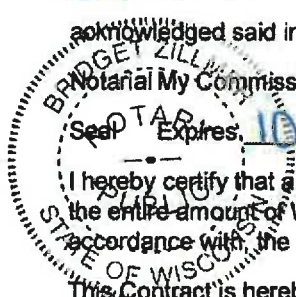
Notarial My Commission as Notary Public in Eau Claire County

Seal Expires 10/11/2024 Signature Bridget Zilk

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



NO SEAL ADOPTED



Redwood County

Contract No: 23-3  
Final Pay Request No. 2

**Redwood County  
Certificate of Final Acceptance  
Board Acknowledgment**

Contract Number: 23-3  
Contractor: Fahrner Asphalt Sealers, LLC - Eau Claire  
Date Certified: 1/23/2024  
Payment Number: 2

Whereas; Contract No. 23-3 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, \_\_\_\_\_, 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 \_\_\_\_\_,

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                        | 2023-10-30 | \$94,800.08                | \$4,740.00                  | \$90,060.08             |
| 2                        | 2024-01-23 | \$0.00                     | (\$4,740.00)                | \$4,740.00              |

| 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 |
| CMP-23-PM Participating           |                         | \$94,800.08            | \$0.00               | \$90,060.08            | \$4,740.00               | \$94,800.08               |

| 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 - Local Funds                | Local / County      | \$4,740.00               | \$103,091.46            | \$103,091.46             | \$94,800.08             |

| Contract Item Status    |      |          |                               |       |            |                   |                       |                     |                  |                    |
|-------------------------|------|----------|-------------------------------|-------|------------|-------------------|-----------------------|---------------------|------------------|--------------------|
| Project                 | Line | Item     | Description                   | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date | Amount To Date     |
| CMP-23-PM               | 3    | 2582.503 | 4" BROKEN LINE PAINT (YELLOW) | LF    | \$0.0771   | 82211             | 0                     | \$0.00              | 78401            | \$6,044.72         |
| CMP-23-PM               | 4    | 2582.503 | 4" SOLID LINE PAINT (YELLOW)  | LF    | \$0.0771   | 335940            | 0                     | \$0.00              | 294940           | \$22,739.87        |
| CMP-23-PM               | 5    | 2582.503 | 4" BROKEN LINE PAINT (WHITE)  | LF    | \$0.0771   | 720               | 0                     | \$0.00              | 191              | \$14.73            |
| CMP-23-PM               | 6    | 2582.503 | 4" SOLID LINE PAINT (WHITE)   | LF    | \$0.0771   | 902030            | 0                     | \$0.00              | 856041           | \$66,000.76        |
| CMP-23-PM               | 7    | 2582.518 | CROSSWALK PAINT               | SF    | \$25.00    | 50                | 0                     | \$0.00              | 0                | \$0.00             |
| <b>Base Bid Totals:</b> |      |          |                               |       |            |                   |                       | <b>\$0.00</b>       |                  | <b>\$94,800.08</b> |

| Project Category Totals |                         |                     |                |
|-------------------------|-------------------------|---------------------|----------------|
| Project                 | Category                | Amount This Request | Amount To Date |
| CMP-23-PM               | CMP-23-PM Participating | \$0.00              | \$94,800.08    |

| 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 |
| <b>Contract Change Totals:</b> |    |      |      |            |                   |                 |                             |                       | <b>\$0.00</b>       |                  | <b>\$0.00</b>  |

| Contract Change Totals |             |                |        |
|------------------------|-------------|----------------|--------|
| Number                 | Description | Effective Date | Amount |
|                        |             |                |        |

| 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>\$94,800.08</b> |
|-----------------------|--|--|--|--------------------|

**Redwood County Highway Department**

1820 East Bridge Street / P.O. Box 6

Redwood Falls, MN 56283

Phone: (507) 637-4056 Fax: (507) 637-4068



January 22, 2024

Fahrner Asphalt Sealers  
6615 US Hwy 12W  
Eau Claire, WI 54703

RE: CMP 23-PM  
Striping on various roads in Redwood County, MN.

To whom it may concern;

In order to final the above referenced project and release retainage please submit the IC 134 forms from Fahrner Asphalt Sealers and all your subcontractors. Lastly, enclosed for your review are the final quantities. Redwood County would like to be in an agreement with Fahrner Asphalt Sealers before processing final pay voucher. If Fahrner Asphalt Sealers is in an agreement with the final quantities, please sign and return this letter. If you have any questions on any of the final quantities, please give me a call. Thank you.

*Jeff Sheehan*

1/22/2024

Fahrner Asphalt Sealers

DATE

Sincerely,

*Jeff Bommersbach*

Jeff Bommersbach  
Redwood County Hwy. Dept.  
PO Box 6  
Redwood Falls, MN 56283  
507-430-3595 Cell

cc: File  
Enclosure

**Jacqueline Reck**  
Accountant  
Jacqueline\_r@co.redwood.mn.us

**Robin Kokesch**  
Administrative Assistant  
Robin\_k@co.redwood.mn.us



**REQUEST FOR BOARD ACTION**

|   |                                 |
|---|---------------------------------|
| <b>Requested Board Date:</b> March 5, 2024  | <b>Originating Dept.:</b> Admin |
| <b>Preferred 2<sup>nd</sup> Date:</b>   |                                 |
| <b>Discussion Item:</b>   | <b>Presenter:</b> Vicki K       |
| Special Board meeting   | <b>estimated time needed:</b>   |
| <b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only |                                 |

**If Action, Board Motion Requested:**

Set Special Board meeting for Friday, March 8 at 8:30 AM

**Background Information:**

A special board meeting may be necessary to appoint a permanent County Recorder effective March 8, 2024. The agreement with Amy Gewerth as interim County Recorder expires at end of day March 7. It is necessary for the Board to appoint a permanent County Recorder if the Board does NOT receive a petition which would rescind the resolution making the office of the Recorder appointed.

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 \*\***