

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

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

TUESDAY MAY 7, 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 May 7<sup>th</sup> meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
  - April 16<sup>th</sup> minutes
  - Bills

**8:30 a.m.**

- **MAINTENANCE**  
Loren Gewerth
  - 1) County Garbage Removal Bid
  - 2) Award Service Contract- R & E Sanitation

**8:35 a.m.**

- **TECHNOLOGY**  
Paul Parsons
  - 1) MNIT Threat Prevention
  - 2) KnowBe4U Update

**8:45 a.m.**

- **ENVIRONMENTAL**  
Nick Brozek
  - 1) Conditional Use Permit #4-24 – Paskewitz
  - 2) Resolution for ARPA Fund designation
  - 3) Plum Creek Park Improvement Project- Final Design Contract

**9:00 a.m.**

- **ROAD & BRIDGE**  
Anthony Sellner
  - 1) Budget Report
  - 2) April Bills
  - 3) Construction Update
  - 4) PLSS Grant Award Notice

**9:15 a.m.**

- **ADMINISTRATION**
  - 1) Pheasants Forever Gambling Permit
  - 2) Baker Tilly Financial Management Agreement

*Agenda*  
*Board of Commissioners*  
*May 7, 2024*

- 3) Records Retention-Destruction
- 4) Procurement Policy Amendment

**9:30 a.m.**

- **FARMFEST**  
Megan Asleson
- 1) Farmfest Sponsorship Request

**9:40 a.m.**

- **BREAK**

**10:00 a.m.**

- **DITCH AUTHORITY**  
**Public Hearing Lat2F J36**  
Nick Brozek
- 1) Petition to outlet into CD52 – Redwood Port Authority
- 2) Partial Abatement of ditch levy- Mathew & Ashley Pietig

*Personnel Action Items:*

- 1) Resignation
- 2) Resignation
- 3) Assistant County Attorney Staffing Coverage

**Commissioner Items:**

Commissioners' Reports

**ADJOURN:**

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

OPEN FORUM PROCEDURES

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

**OFFICIAL NOTICES/ UPCOMING MEETINGS**

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

May 14<sup>th</sup> – 5:00–7:00 p.m. – A.C.E Volunteer Appreciation Event– St. Catherines Redwood Falls, MN

May 14<sup>th</sup> – 6:00 p.m. – LINC Redwood County Graduation– Redwood Falls Golf Club

May 21<sup>st</sup> – 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center,  
Board Room

REDWOOD COUNTY, MINNESOTA

April 16, 2024

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

Present for all or portions of the meeting were Commissioners Dave Forkrud, Jim Salfer, Rick Wakefield, Dennis Groebner and Bob Van Hee. Also, present were Administrator Vicki Kletscher; Administrative Assistant Sierra Fluck, County Attorney Jenna Peterson, Highway Engineer Anthony Sellner; Sheriff Jason Jacobson, County Auditor-Treasurer Jean Price, Technology Coordinator Paul Parsons, Environmental Director Nick Brozek, Ron Trebesch, Jason Schultz, Keith Muetzel, Dean Zimmerli, Trenton Dammann, James Doering.

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

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

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

**CONSENT AGENDA**

- On motion by Van Hee, second by Groebner, with Wakefield abstaining due to a conflict of interest, the Board voted to approve the bills from Lori Wakefield in the amount of \$130.00 and Rick Wakefield in the amount of \$130.00.
- On motion Wakefield, second by Groebner, excluding the bills from Lori Wakefield in the amount of \$130.00 and Rick Wakefield in the amount of \$130.00, the Board voted unanimously to approve the following:
  - April 2<sup>nd</sup> Minutes
  - Payment of bills:

General Fund	\$ 193,686.44
Building Fund	\$ 278.83
Ditch Fund	\$ 130,424.38
Solid Waste Fund	\$ 129.89
Soil and Water Fund	\$ 27,308.01
State Revenue	\$ 550.00
Insurance	\$ 1,744.00

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

<u>Vendor Name</u>	<u>Amount</u>
ADVANCED CORRECTIONAL HEALTHCAR	10,432.66
BCL TELEVISIONG	4,792.00
BEHREND/MARK	2,580.20
CELLEBRITE	6,100.00
CHERRYROAD MEDIA	6,939.01
COUNTIES PROVIDING TECHNOLOGY	4,740.00

FORUM COMMUNICATIONS PRINTING	4,193.06
G & R CONTROLS INC	6,309.37
GREAT RIVER GREENING	24,308.01
KRAMER LAW OFFICE	10,490.00
L & S CONSTRUCTION CORP	113,213.03
LOHRENZ EXCAVATING INC	4,240.75
MARSHALL AND SWIFT	2,738.10
MCDONOUGH/MARK JOSEPH	18,500.00
NORTHLAND EROSION CONTROL	2,560.50
REDWOOD COUNTY AG SOCIETY	36,000.00
REDWOOD COUNTY HIGHWAY DEPT	6,949.68
REGENTS OF THE UNIVERSITY OF MINN	20,162.00
REGENTS OF THE UNIVERSITY OF MINN	3,000.00
SOUTHWEST MINNESOTA HOUSING PAR	20,000.00
SUNSET LAW ENFORCEMENT LLC	3,885.20
TAFT STETTINIUS & HOLLISTER LLP	7,510.00
THE MARKET AT REDWOOD LLC	9,028.18
61 Payments less than 2 0 0 0	24,837.30
<b>Final Total:</b>	<b>353,509.05</b>

**EMPLOYEE RECOGNITION**

- The Board recognized Jenna Peterson, Redwood County Attorney for 10 years of Service to Redwood County.

**DITCH AUTHORITY**

- Entered into Ditch at 8:33 a.m.
- On motion by Salfer, second by Van Hee, the Board voted unanimously to Set the Public Hearing for CD 52 for April 16<sup>th</sup> at 9:00 a.m.
- Adjourned meeting at 8:36 a.m.

**AUDITOR-TREASURER**

- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the following consent agenda: Cash Balance Report; Investment Summary; Budget Reports, and March 2024 Disbursements in the amount of \$773,141.06.
- Bills exceeding \$2,000:

MN COMMISSION OF FINANCE	3,897.50
12 Payments less than 2 0 0 0	3,534.29
<b>Final Total:</b>	<b>7,431.79</b>

BLUE CROSS BLUE SHIELD OF MINNESO	53,055.06
BLUE CROSS BLUE SHIELD OF MINNESO	11,731.29
BLUE CROSS BLUE SHIELD OF MINNESO	30,140.46
BLUE CROSS BLUE SHIELD OF MINNESO	13,398.08
BLUE CROSS BLUE SHIELD OF MINNESO	21,780.53
MINNESOTA DEPARTMENT of REVENUE	19,794.00
PAYCOM CORPORATE HEADQUARTERS	2,540.98
REDWOOD COUNTY LICENSE CENTER	2,205.17
REDWOOD COUNTY LICENSE CENTER	5,097.22
REDWOOD FALLS PUBLIC UTILITIES	4,163.83
REDWOOD FALLS PUBLIC UTILITIES	6,429.64
WEX LEAP	8,100.27
42 Payments less than 2 0 0 0	25,300.76
<b>Final Total:</b>	<b>203,737.29</b>

ANDERSON ELECTRIC OF LAMBERTON I	4,324.00
FARMWARD COOPERATIVE	2,484.13
OLSON CHEVROLET	70,687.84
8 Payments less than 2 0 0 0	908.09
<b>Final Total:</b>	<b>78,404.06</b>
MINNESOTA VALLEY SNOW-RIDERS	23,006.87
6 Payments less than 2 0 0 0	2,030.09
<b>Final Total:</b>	<b>25,036.96</b>
DUININCK INC	208,528.40
FAHRNER ASPHALT SEALERS LLC	4,740.00
<b>Final Total:</b>	<b>213,268.40</b>
QUICK ATTACH ATTACHMENTS LLC	5,609.00
WHITE CAP LP	30,754.00
5 Payments less than 2 0 0 0	2,966.91
<b>Final Total:</b>	<b>39,329.91</b>
MNL, INC	16,688.84
SOUTHWEST HEALTH & HUMAN SERVICE	11,667.43
STANTEC CONSULTING SERVICES INC	7,223.00
U S POSTAL SERVICE	5,000.00
10 Payments less than 2 0 0 0	2,032.54
<b>Final Total:</b>	<b>42,611.81</b>
MEADOWLAND FARMERS COOP	6,116.85
WEELBORG FORD INC	70,664.54
Z DOORMEN LLC	2,360.00
7 Payments less than 2 0 0 0	2,634.78
<b>Final Total:</b>	<b>81,776.17</b>
METLIFE	4,387.36
MINNESOTA ENERGY RESOURCES CORP	13,016.69
7 Payments less than 2 0 0 0	2,995.24
<b>Final Total:</b>	<b>20,399.29</b>
ANDYS MASONRY LLC	52,200.00
MEADOWLAND FARMERS COOP	6,296.33
4 Payments less than 2 0 0 0	2,649.05
<b>Final Total:</b>	<b>61,145.38</b>

- On motion by Wakefield, second by Forkrud, the Board voted unanimously to approve Ditch Fund Transfers from the General Fund to the Ditch fund to cash flow and to continue to pay the General Fund back when the Ditch Fund has enough to make the transfer.

## SHERIFF

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve eliminating Burn Permit Fees as of January 1, 2025.
- On motion by Groebner, 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**, the family and friends of Joann Dolezal wish to donate \$210.00 to Redwood County Sheriff's Office and;

**WHEREAS**, the Sheriff's Office will utilize the donation of \$210.00 for the purpose of a K9 program and/or equipment; and

**WHEREAS**, the Board of Commissioners appreciates the generosity of the family and friends of Joann Dolezal in supporting the Redwood County Sheriff's Office;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners hereby approves the acceptance of \$210.00 from the family and friends of Joann Dolezal to the Redwood County Sheriff's Office, on behalf of the County.

- The Board reviewed the March 2024 Jail Population.
- The Board reviewed the Sentence to Serve Quarterly Report for January – March 2024.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the Opioid Settlement Grant Application from the Sheriff's office to Southwest Health and Human Services in the amount of \$10,000.

#### **PUBLIC HEARING- DITCH AUTHORITY**

- Entered into Ditch Authority at 9:00 a.m.
- On motion by Salfer, second by Groebner, the Board voted unanimously to adopt the CD 52 Drainage Authority Agenda.
- Brozek presented Affidavits of Publication.
- Zimmerli, Attorney for Petitioners commented on Petition.
- Mark Behrens presented Viewers Report and Explanation of Outlet Fee.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the Petition to Outlet CD52.
- Brozek will amend the findings to include public comments.
- On motion by Salfer, second by Wakefield, the Board voted unanimously to approve the minutes from March 5, 2024, meeting.
- On motion by Groebner, second by Forkrud, the Board voted unanimously to Abate the 22% levy placed on Judicial Ditch 5 B & R.
- Adjourned Meeting at 9:31 a.m.

Reconvened Regular meeting at 9:31 a.m.

#### **ENVIRONMENTAL**

- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve Extraction Interim Use Permit Application #2-24 to operate a gravel pit and temporary hot mix asphalt plant in Section 14 of Underwood township.

#### **TECHNOLOGY**

- On motion by Van Hee, second by Forkrud, the Board voted unanimously to approve the purchase of new Virtual Host Service from Morris Electronics in the amount of

\$14,850.01. Additional bid obtained from Amazon in the amount of \$13,507.56, but product did not have comparable processors necessary.

**ROAD AND BRIDGE**

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve Construction Contract 24-2 with John Riley Construction in the amount of \$4,709,251.

Other Bids Received:

<u>Company</u>	<u>Bid Amount</u>
Midwest Contracting, LLC	\$5,235,561.58
R and G Construction Co.	\$5,744,048.85
Landwehr Construction, Inc.	\$5,915,817.83
R & E Enterprises of Mankato, Inc	\$6,086,254.44
Central Specialties Inc.	\$9,258,027.02

- On motion by Groebner, second by Forkrud, the board voted unanimously to authorize the Board Chair and Administrator to sign Construction Contract 24-2 for Bridge Replacements.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve Lamberton Shop Repairs to Anderson Electric in the amount of \$10,230.47.
- On motion by Wakefield, second by Van Hee, the Board voted unanimously to approve the revised snowplow truck box design to lower box height from 106” to 96” and install adjustable swivel snow wheels on two new snowplow trucks at the cost of \$10,291 each from State contract #222959, release T863(5).
- Sellner informed the Board of the \$1.5M in Local Road Improvement Program funds for reconstruction of CSAH 7 in Belview.
- On motion by Forkrud, second by Groebner, the Board voted unanimously to approve Construction Contract 24-4 for Pavement Markings with Traffic Solutions in the amount of \$111,971.10.

Other Bids Received:

<u>Company</u>	<u>Bid Amount</u>
Fahrner Asphalt Sealers, LLC	\$112,843.42
KAMCO Inc.	\$115,440.90
Sir Lines-A-Lot, LLC	\$120,182.83

- On motion by Groebner, second by Van Hee, the Board voted unanimously to authorize the Board Chair and Administrator to sign Construction Contract 24-2, Pavement Markings.
- On motion by Groebner, second by Wakefield, in a roll call vote with Salfer, Forkrud, Van Hee, Groebner, and Wakefield all voting aye the Board adopted the following Resolutions and Grant Agreements for Construction Contract 24-2 Bridge Replacements all totaling \$4,709,251-CR 71 93245; CR 57 89872; CR 57 92230; CR 67 92206; CSAH 1 4329; CSAH 7 94129; CSAH 16 90749; CSAH 45 92859:



**WHEREAS**, Redwood County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No. 64J73; and

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

**WHEREAS**, the amount of the grant has been determined to be as follows: CR71 BR93245 \$279,465, CR57 BR89872 \$231,998, CR57 BR92230 \$239,650.64, CR67 BR92206 \$224,562.40, CSAH 1 BR4329 \$439,177, CSAH 7 BR94129 \$67,160.50, CSAH 16 BR90749 \$137,712, CSAH 45 BR92859 \$279,138.31 by reason of the lowest responsible bid;

**NOW, THEREFORE BE IT RESOLVED**, that Redwood County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

#### **ADMINISTRATION**

- On motion by Forkrud, second by Wakefield, the Board voted unanimously to approve the Snowmobile Trails Program Grooming & Maintenance funding application.
- On motion by Forkrud, second by Wakefield, in a roll call vote with Salfer, Forkrud, Van Hee, Groebner, and Wakefield all voting aye the Board adopted the following Resolution:

**WHEREAS**, Anthony Sellner was first appointed as the Redwood County Engineer effective September 17, 2019, for a one-year term ending April 30, 2020 and by reappointment of the County Commissioners, will serve a four-year term expiring April 30, 2024; and

**WHEREAS**, the County Administrator has determined that performance objectives have been met and, therefore, recommends reappointment.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Commissioners in and for the County of Redwood, Minnesota, that, in accordance with Minn. Stat. 163.07 that Anthony Sellner be and hereby is appointed to a four-year term beginning May 1, 2024, and continuing through April 30, 2028.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be included with the personnel file held by the County Administrator's Office

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve a letter of support for Southwest Minnesota Housing Partnership.
- On motion by Wakefield, second by Groebner, the Board voted unanimously to approve TMB Sports Club-Milroy 2024 Liquor Licenses.

**COMMISSIONERS**

- The commissioners reported on meetings they attended:

Wakefield: Redwood-Cottonwood Rivers Controls Area II, One Watershed One Plan

Forkrud: Redwood Renville Solid Waste Authority, Planning & Zoning

Groebner: Redwood Renville Solid Waste Authority, Soil & Water

Van Hee: Prime West, Hungry & Homeless, Southwest Regional Development Commission, Minnesota Rural Counties

Salfer: Southwest Adult Mental Health Consortium, Personnel Sub Committee

**ADJOURN**

- Chair Salfer adjourned the meeting at 10:31 a.m.

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Jim Salfer, Chair  
Board of County Commissioners

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

COMMISSIONERS ABSTRACT:

May 7, 2024

	Meals Payable	Salaries Payable	Accounts Payable	Credit Card
GENERAL FUND	\$60.96		\$131,483.24	\$10,490.65
BUILDING FUND			\$21.28	
DITCH FUND			\$403,221.12	
SOLID WASTE FUND				
SOIL & WATER			\$9,030.60	
FORFEITED TAX SALE				
DEBT SERVICE FUND				
EDA			\$5,056.50	
HUMAN SERVICES FUND				
R & B FUND				\$697.84
STATE REVENUE				
INSURANCE			\$436.00	\$104.95
<b>TOTALS</b>	\$60.96	\$0.00	\$549,248.74	\$11,293.44

MEALS PAYABLE 182-3					
EMPLOYEE	# of	REVENUE	DITCH 15-611	SOLID WASTE 22-391	INSURANCE
Jason Jacobson	3	\$47.07			
Katelyn Torgerson	1	\$13.89			
<b>TOTALS</b>		<b>\$60.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

APPROVED AND ORDERED PAID BY ORDER OF THE BOARD OF REDWOOD COUNTY COMMISSIONERS ON THIS 7TH DAY OF MAY 2024.

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

RACHELW  
5/2/24 2:41PM

# \*\*\* 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

RACHELW  
5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
23	DEPT				LAW LIBRARY			
57925	MINNESOTA CONTINUING LEGAL EDUCAT							
43	01-023-000-0000-6899			146.30	CIVIL PRACTICE BOOK 04/02/2024 04/02/2024	1303918	MISCELLANEOUS	N
	<b>57925 MINNESOTA CONTINUING LEGAL EDUCAT</b>			<b>146.30</b>	1 Transactions			
93610	THOMSON REUTERS - WEST OR WEST							
75	01-023-000-0000-6899			696.40	2024 MAR - WEST INFO CHARGES 03/01/2024 03/31/2024	849969704	MISCELLANEOUS	N
	<b>93610 THOMSON REUTERS - WEST OR WEST</b>			<b>696.40</b>	1 Transactions			
23	<b>DEPT Total:</b>			<b>842.70</b>	<b>LAW LIBRARY</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
31	DEPT				COUNTY ADMINISTRATION			
13055	COLUMN SOFTWARE PBC							
9	01-031-000-0000-6230			101.87	04/02 BOARD MINUTES 04/17/2024 04/17/2024	1F46724E-0032	PRINTING & PUBLISHING	N
	<b>13055 COLUMN SOFTWARE PBC</b>			<b>101.87</b>	1 Transactions			
43191	JONES LAW OFFICE							
37	01-031-000-0000-6266			20.00	2024 MAR - RB PR0910 03/05/2024 03/05/2024	2003887	COURT APPOINTED ATTORNEYS	Y
38	01-031-000-0000-6266			10.00	2024 MAR - RB PR07188 03/19/2024 03/19/2024	2003888	COURT APPOINTED ATTORNEYS	Y
39	01-031-000-0000-6266			130.00	2024 MAR - MC PR17485 03/20/2024 03/28/2024	2003889	COURT APPOINTED ATTORNEYS	Y
36	01-031-000-0000-6266			155.00	2024 MAR - BW PR0688 03/01/2024 03/29/2024	2003890	COURT APPOINTED ATTORNEYS	Y
	<b>43191 JONES LAW OFFICE</b>			<b>315.00</b>	4 Transactions			
57170	MINNESOTA STATE AUDITOR							
45	01-031-000-0000-6262			19,388.92	2023 AUDIT SERVICES 10/11/2023 03/26/2024	72238	STATE AUDIT	N
	<b>57170 MINNESOTA STATE AUDITOR</b>			<b>19,388.92</b>	1 Transactions			
64521	OLSON CHEVROLET							
52	01-031-000-0000-6564			78.34	2017 TRAVERSE - OIL CHANGE 04/03/2024 04/03/2024	81493	COUNTY VEHICLE EXPENSE	N
53	01-031-000-0000-6564			74.23	2008 VAN - OIL CHANGE	81530	COUNTY VEHICLE EXPENSE	N

RACHELW  
5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
64521	OLSON CHEVROLET			152.57	04/04/2024 04/04/2024 2 Transactions			
77020	RICKY J'S CAR WASH							
63	01-031-000-0000-6564			44.00	2024 MAR - CAR WASHES 03/11/2024 03/12/2024 1 Transactions	85576	COUNTY VEHICLE EXPENSE	N
77020	RICKY J'S CAR WASH			44.00				
33490	STARK PRINTING INC DBA HENLE PRINTIN							
70	01-031-000-0000-6230			6,483.54	2024 SPRING - CO NEWSLETTER 04/19/2024 04/19/2024 1 Transactions	176670	PRINTING & PUBLISHING	N
33490	STARK PRINTING INC DBA HENLE PRINTIN			6,483.54				
31	DEPT Total:			26,485.90	COUNTY ADMINISTRATION	6 Vendors	10 Transactions	
41	DEPT				AUDITOR-TREASURER			
63715	ODP BUSINESS SOLUTIONS LLC							
51	01-041-000-0000-6401			216.99	TONER 04/09/2024 04/09/2024 1 Transactions	361359821001	OFFICE SUPPLIES & EQUIPMENT MAI	N
63715	ODP BUSINESS SOLUTIONS LLC			216.99				
64868	ONE OFFICE SOLUTION							
54	01-041-000-0000-6401			38.75	CALC RIBBONS, POST IT, NOTEPAD 04/12/2024 04/12/2024 1 Transactions	035650-00	OFFICE SUPPLIES & EQUIPMENT MAI	N
64868	ONE OFFICE SOLUTION			38.75				
41	DEPT Total:			255.74	AUDITOR-TREASURER	2 Vendors	2 Transactions	
42	DEPT				ASSESSOR			
85240	TAFT STETTINIUS & HOLLISTER LLP							
71	01-042-000-2839-6802			2,871.00	LEGAL FEES - WALMART 04/29/2024 04/29/2024 1 Transactions	6304288	OTHER EXPENSES(TAX COURT)	Y
85240	TAFT STETTINIUS & HOLLISTER LLP			2,871.00				
42	DEPT Total:			2,871.00	ASSESSOR	1 Vendors	1 Transactions	
63	DEPT				ELECTIONS			
13055	COLUMN SOFTWARE PBC							

RACHELW  
5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
8	01-063-000-0000-6899			531.29	2024 GEN ELECT FILING NOTICE 04/18/2024 04/18/2024	C3A0B464-0005	MISCELLANEOUS	N
	<b>13055 COLUMN SOFTWARE PBC</b>			<b>531.29</b>	1 Transactions			
44	57952 MINNESOTA DEPARTMENT OF HUMAN SEI 01-063-000-0000-6899			79.68	2024 MAR - PRINT MAIL SERVICE 03/01/2024 03/31/2024	A300IC64254I	MISCELLANEOUS	N
	<b>57952 MINNESOTA DEPARTMENT OF HUMAN SEI</b>			<b>79.68</b>	1 Transactions			
<b>63</b>	<b>DEPT Total:</b>			<b>610.97</b>	<b>ELECTIONS</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
<b>64</b>	DEPT				COMPUTER			
1	313 ACOM SOLUTIONS INC 01-064-000-0000-6264			1,925.00	EZPAY SOFTWARE MAINT RENEWAL 04/01/2024 03/31/2025	0121817-IN	PROGRAMMING EXPENSES	N
	<b>313 ACOM SOLUTIONS INC</b>			<b>1,925.00</b>	1 Transactions			
26	24588 FARONICS TECHNOLOGIES USA INC 01-064-000-0000-6264			95.00	DEEP FREEZE SUBSCRIPTION 06/05/2024 06/05/2025	00243485	PROGRAMMING EXPENSES	N
	<b>24588 FARONICS TECHNOLOGIES USA INC</b>			<b>95.00</b>	1 Transactions			
59	76047 REDSTONE TECHNOLOGIES INC 01-064-000-0000-6401			718.66	BACKUP TAPES & DRIVE 04/26/2024 04/26/2024	3795	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>76047 REDSTONE TECHNOLOGIES INC</b>			<b>718.66</b>	1 Transactions			
<b>64</b>	<b>DEPT Total:</b>			<b>2,738.66</b>	<b>COMPUTER</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
<b>91</b>	DEPT				ATTORNEY			
13	13325 COUNTY OF BROWN - SHERIFF 01-091-000-0000-6271			65.00	SUBPOENA SERVICE 04/16/2024 04/16/2024	2024-183-1	SUBPOENA SERVICE	N
	<b>13325 COUNTY OF BROWN - SHERIFF</b>			<b>65.00</b>	1 Transactions			
14	13562 COUNTY OF LYON - SHERIFF 01-091-000-0000-6271			70.00	SUBPOENA SERVICE 04/18/2024 04/18/2024	2024-172	SUBPOENA SERVICE	N

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5/2/24 2:41PM  
1 GENERAL

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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
13562	COUNTY OF LYON - SHERIFF			70.00		1 Transactions		
15	13730 COUNTY OF RAMSEY - SHERIFF 01-091-000-0000-6271			90.00	SERVICE FEES 03/28/2024 03/28/2024	202403752	SUBPOENA SERVICE	N
	13730 COUNTY OF RAMSEY - SHERIFF			90.00		1 Transactions		
16	13800 COUNTY OF RENVILLE 01-091-000-0000-6271			75.00	SUBPOENA SERVICE 04/14/2024 04/14/2024	4076	SUBPOENA SERVICE	N
	13800 COUNTY OF RENVILLE			75.00		1 Transactions		
20	13845 COUNTY OF SCOTT 01-091-000-0000-6404			19.00	FORFEITURE SERVICE 04/19/2024 04/19/2024	6614	FORFEITURE EXPENSES	N
	13845 COUNTY OF SCOTT			19.00		1 Transactions		
79	57925 MINNESOTA CONTINUING LEGAL EDUCAT 01-091-000-0000-6420			102.00	2024 MN CRIMINAL BENCHBOOK 04/14/2024 04/14/2024	1310669	LEGAL RESOURCES	N
	57925 MINNESOTA CONTINUING LEGAL EDUCAT			102.00		1 Transactions		
80	76570 REDWOOD GAZETTE-LIVEWIRE/THE 01-091-000-0000-6420			76.00	SUBSCRIPTION RENEWAL 05/17/2024 05/17/2025	288878	LEGAL RESOURCES	N
	76570 REDWOOD GAZETTE-LIVEWIRE/THE			76.00		1 Transactions		
81	82467 SMITH & JOHNSON 01-091-821-2718-6266			4,125.00	2024 APR - REV REPLACE 6.1 04/01/2024 04/30/2024	STMT	ARPA: COURT APPOINTED ATTORNE' Y	
	82467 SMITH & JOHNSON			4,125.00		1 Transactions		
91	DEPT Total:			4,622.00	ATTORNEY	8 Vendors	8 Transactions	
118	DEPT 13037 COLE PAPERS INC				COURTHOUSE MAINTENANCE			
7	01-118-000-0000-6410			1,456.80	SOAP, TP, PT, GARBAGE BAGS 04/26/2024 04/26/2024	10431700	FLOOR & CLEANING SUPPLIES	N



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5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
13037	COLE PAPERS INC			1,456.80		1 Transactions		
20730	ECOWATER SYSTEMS OF REDWOOD FALL							
22	01-118-000-0000-6259			35.95	SOFTENER SALT - PH 04/03/2024 04/03/2024	119897	UTILITIES - HS & PHS	N
23	01-118-000-0000-6251			57.25	SOFTENER SALT - JC 04/24/2024 04/24/2024	120613	UTILITIES - COURTHOUSE/JC	N
20730	ECOWATER SYSTEMS OF REDWOOD FALL			93.20		2 Transactions		
21500	ELECTRIC MOTOR COMPANY							
25	01-118-000-0000-6301			108.08	CAPACITORS - LEC, PH 04/15/2024 04/16/2024	140981.140977	EQUIPMENT & BUILDING MAINTENAN	N
21500	ELECTRIC MOTOR COMPANY			108.08		1 Transactions		
27425	G & R CONTROLS INC							
28	01-118-000-0000-6301			115.65	LED STAT DISPLAYS 04/17/2024 04/17/2024	143580	EQUIPMENT & BUILDING MAINTENAN	N
29	01-118-000-0000-6301			10,085.00	2024 2ND QTR MAINT AGREEMENT 04/01/2024 06/30/2024	S11158	EQUIPMENT & BUILDING MAINTENAN	N
27425	G & R CONTROLS INC			10,200.65		2 Transactions		
69647	PARKER-SCHMIDT/ANGELA R							
56	01-118-000-0000-6301			126.00	PUBLIC NOTICE - FIRE ARMS 04/16/2024 04/16/2024	3335	EQUIPMENT & BUILDING MAINTENAN	Y
69647	PARKER-SCHMIDT/ANGELA R			126.00		1 Transactions		
76150	REDWOOD BUILDING CENTER INC							
61	01-118-000-0000-6301			33.25	CONCRETE MIX, TROWEL 04/16/2024 04/16/2024	2404-035855.857	EQUIPMENT & BUILDING MAINTENAN	N
60	01-118-000-0000-6301			26.98	DOOR HANDLE PARTS 04/29/2024 04/29/2024	2404-036214	EQUIPMENT & BUILDING MAINTENAN	N
76150	REDWOOD BUILDING CENTER INC			60.23		2 Transactions		
83292	SOUTHWEST GLASS CENTER, INC							
66	01-118-000-0000-6301			26.00	DEADLOCK RELEASE SPRINGS 03/29/2024 03/29/2024	110966	EQUIPMENT & BUILDING MAINTENAN	N
83292	SOUTHWEST GLASS CENTER, INC			26.00		1 Transactions		

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5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
118	DEPT Total:			12,070.96	COURTHOUSE MAINTENANCE	7 Vendors	10 Transactions	
129	DEPT				VETERAN SERVICE OFFICER			
4	10058 CANON FINANCIAL SERVICES INC			72.03	2024 APR - COPIER LEASE 04/01/2024 04/30/2024	32422461	OFFICE SUPPLIES & EQUIPMENT MAI N	
	10058 CANON FINANCIAL SERVICES INC			72.03		1 Transactions		
129	DEPT Total:			72.03	VETERAN SERVICE OFFICER	1 Vendors	1 Transactions	
201	DEPT				SHERIFF			
2	1949 ALPHA WIRELESS COMMUNICATIONS CO			640.20	PATROL & JAIL MICS 04/22/2024 04/22/2024	25120.25121	POLICE EQUIPMENT MAINTENANCE N	
	1949 ALPHA WIRELESS COMMUNICATIONS CO			640.20		1 Transactions		
5	10413 CENTRACARE			635.06	INMATE MEDICAL - ZAW 04/29/2024 04/29/2024	STMT	BOARDING PRISONER MEDICAL EXPI 6	
6	01-201-000-0000-6355			453.42	INMATE MEDICAL - ZAW 04/22/2024 04/22/2024	STMT	BOARDING PRISONER MEDICAL EXPI 6	
	10413 CENTRACARE			1,088.48		2 Transactions		
11	999999930 CONFITREK			1,632.00	SOFTWARE SUBSCRIPTION 06/28/2024 06/30/2025	1094	OFFICE SUPPLIES & EQUIPMENT MAI N	
	999999930 CONFITREK			1,632.00		1 Transactions		
18	13800 COUNTY OF RENVILLE			27,525.00	2024 MAR - INMATE BOARDING 03/01/2024 03/31/2024	10714	BOARDING PRISONERS N	
19	01-201-000-0000-6355			6,829.44	2024 MAR - INMATE MEDICAL 03/01/2024 03/31/2024	10714	BOARDING PRISONER MEDICAL EXPI N	
17	01-201-000-0000-6404			4,999.50	CELLEBRITE PREMIUM SPLIT 09/14/2023 09/13/2024	11827	INVESTIGATION EXPENSES N	
	13800 COUNTY OF RENVILLE			39,353.94		3 Transactions		
	20730 ECOWATER SYSTEMS OF REDWOOD FALL							

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5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
24	01-201-000-0000-6301			131.80	SOFTENER SALT - LEC 04/24/2024 04/24/2024	120612	EQUIPMENT & BUILDING MAINTENAN	N
<b>20730</b>	<b>ECOWATER SYSTEMS OF REDWOOD FALL</b>			<b>131.80</b>	1 Transactions			
25810	FLEET SERVICES DIVISION-DEPT OF ADMI							
27	01-201-000-0000-6343			11,069.50	2024 MAR - PATROL CAR LEASE 03/01/2024 03/31/2024	2024090032	PATROL CAR LEASE	N
<b>25810</b>	<b>FLEET SERVICES DIVISION-DEPT OF ADMI</b>			<b>11,069.50</b>	1 Transactions			
27495	GALLS LLC							
31	01-201-000-0000-6302			10.86	POCKET KEY - RL 04/03/2024 04/03/2024	027556214	POLICE EQUIPMENT MAINTENANCE	Y
32	01-201-000-0000-6302			10.18	NAME TAG - WK 04/10/2024 04/10/2024	027615367	POLICE EQUIPMENT MAINTENANCE	Y
<b>27495</b>	<b>GALLS LLC</b>			<b>21.04</b>	2 Transactions			
39377	ITL PATCH COMPANY INC							
35	01-201-000-0000-6302			134.00	CO SHOULDER PATCHES 04/15/2024 04/15/2024	5	POLICE EQUIPMENT MAINTENANCE	N
<b>39377</b>	<b>ITL PATCH COMPANY INC</b>			<b>134.00</b>	1 Transactions			
55924	MCKESSON MEDICAL-SURGICAL							
41	01-201-000-0000-6355			89.07	2024 APR - MEDICAL SUPPLIES 04/08/2024 04/08/2024	21949245	BOARDING PRISONER MEDICAL EXPI	N
<b>55924</b>	<b>MCKESSON MEDICAL-SURGICAL</b>			<b>89.07</b>	1 Transactions			
56140	MED COMPASS							
42	01-201-000-0000-6302			55.00	QUANTITATIVE FIT TEST - TA 04/18/2024 04/18/2024	45331	POLICE EQUIPMENT MAINTENANCE	6
<b>56140</b>	<b>MED COMPASS</b>			<b>55.00</b>	1 Transactions			
63622	NORTHERN SAFETY TECHNOLOGY INC							
46	01-201-000-2822-6601			4,699.38	SQUAD CAR EQUIP - 11111-12064 04/10/2024 04/10/2024	57504	CAPITAL OUTLAY (\$5,000 AND OVER)	N
48	01-201-000-2822-6601			4,877.08	SQUAD CAR EQUIP - 10834-12066 04/11/2024 04/11/2024	57515	CAPITAL OUTLAY (\$5,000 AND OVER)	N
47	01-201-000-2822-6601			4,699.38	SQUAD CAR EQUIP - 11110-12065 04/11/2024 04/11/2024	57516	CAPITAL OUTLAY (\$5,000 AND OVER)	N
50	01-201-000-0000-6302			3,363.57	NEW SQUAD CAR EQUIP	57556	POLICE EQUIPMENT MAINTENANCE	N

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5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
49	01-201-000-2822-6601			724.16	04/18/2024 04/18/2024 NEW SQUAD CAR EQUIP	57556	CAPITAL OUTLAY (\$5,000 AND OVER)	N
	<b>63622 NORTHERN SAFETY TECHNOLOGY INC</b>			<b>18,363.57</b>	04/18/2024 04/18/2024 5 Transactions			
57	72370 PITNEY BOWES CORP 01-201-000-0000-6401			65.37	03/16-06/15 POSTAGE METER RENT 03/16/2024 06/15/2024	0016743377	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>72370 PITNEY BOWES CORP</b>			<b>65.37</b>	1 Transactions			
58	74900 QUILL LLC 01-201-000-0000-6401			133.17	TONER, WIPES 04/08/2024 04/08/2024	38089471	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>74900 QUILL LLC</b>			<b>133.17</b>	1 Transactions			
64	77020 RICKY J'S CAR WASH 01-201-000-0000-6565			56.00	2024 MAR - CAR WASHES 03/08/2024 03/12/2024	85575	PATROL CAR EXPENSES-OWNED	N
	<b>77020 RICKY J'S CAR WASH</b>			<b>56.00</b>	1 Transactions			
67	83344 SOUTHWEST MINNESOTA EMERGENCY CC 01-201-000-0000-6406			3,040.00	2024 SWECB MEMBERSHIP DUES 01/01/2024 12/31/2024	2024-12	DISPATCH EXPENSES	N
	<b>83344 SOUTHWEST MINNESOTA EMERGENCY CC</b>			<b>3,040.00</b>	1 Transactions			
68	83302 SOUTHWEST SALES & SERVICE 01-201-000-0000-6565			101.64	OIL CHANGE - TRAVERSE 04/16/2024 04/16/2024	21216	PATROL CAR EXPENSES-OWNED	N
	<b>83302 SOUTHWEST SALES &amp; SERVICE</b>			<b>101.64</b>	1 Transactions			
76	87777 TNT ROADSIDE OF REDWOOD FALLS LLC 01-201-000-0000-6404			180.00	TOW VEHICLE - ICR#24103188 04/19/2024 04/19/2024	000500	INVESTIGATION EXPENSES	N
	<b>87777 TNT ROADSIDE OF REDWOOD FALLS LLC</b>			<b>180.00</b>	1 Transactions			
77	91492 VOYAGER FLEET SYSTEMS INC 01-201-000-0000-6343			487.20	2024 FEB - FUEL 02/01/2024 02/29/2024	8691019802408	PATROL CAR LEASE	N
78	01-201-000-0000-6343			252.93	2024 MAR - FUEL	8691019802413	PATROL CAR LEASE	N

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5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
91492	VOYAGER FLEET SYSTEMS INC			740.13	03/01/2024 03/31/2024 2 Transactions			
201	DEPT Total:			76,894.91	SHERIFF	18 Vendors	27 Transactions	
202	DEPT				E-911 SYSTEM			
72	85249 TALKPOINT TECHNOLOGIES INC 01-202-000-2756-6406			190.45	BATTERIES & CLIPS 04/19/2024 04/19/2024 1 Transactions	0018002	DISPATCH EXPENSES	N
	85249 TALKPOINT TECHNOLOGIES INC			190.45				
202	DEPT Total:			190.45	E-911 SYSTEM	1 Vendors	1 Transactions	
212	DEPT				CORONER			
34	61503 HILLESTAD FUNERAL SERVICE 01-212-000-0000-6899			675.00	REMOVAL & TRANSPORT - JLL 04/12/2024 04/12/2024 1 Transactions	STMT	MISCELLANEOUS	N
	61503 HILLESTAD FUNERAL SERVICE			675.00				
212	DEPT Total:			675.00	CORONER	1 Vendors	1 Transactions	
249	DEPT				OTHER PUBLIC SAFETY			
21	13845 COUNTY OF SCOTT 01-249-000-2767-6802			76.00	FORFEITURE SERVICE 04/19/2024 04/19/2024 1 Transactions	6614	OTHER EXPENSES-SHERIFF SEIZED	N
	13845 COUNTY OF SCOTT			76.00				
249	DEPT Total:			76.00	OTHER PUBLIC SAFETY	1 Vendors	1 Transactions	
251	DEPT				PROBATION AND PAROLE			
65	78800 RS EDEN 01-251-000-0000-6291			848.83	RSI LABS DRUG TESTING 09/30/2023 03/31/2024 1 Transactions	67050.66741.66866.	DETENTION	N
	78800 RS EDEN			848.83				
251	DEPT Total:			848.83	PROBATION AND PAROLE	1 Vendors	1 Transactions	

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5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
255	DEPT 86590				RESTORATIVE JUSTICE			
	<b>THE MARKET AT REDWOOD LLC</b>							
73	01-255-000-2863-6401			652.18	2024 JAN - FOOD FOR CIRCLE 01/01/2024 01/31/2024	240457	RESTORATIVE JUSTICE EXPENSES	N
74	01-255-000-2863-6401			520.69	2024 MAR - FOOD FOR CIRCLE 03/01/2024 03/31/2024	240457	RESTORATIVE JUSTICE EXPENSES	N
	<b>86590 THE MARKET AT REDWOOD LLC</b>			<b>1,172.87</b>			<b>2 Transactions</b>	
255	<b>DEPT Total:</b>			<b>1,172.87</b>	<b>RESTORATIVE JUSTICE</b>	<b>1 Vendors</b>	<b>2 Transactions</b>	
520	DEPT 27427				PARKS			
	<b>G &amp; R ELECTRIC INC</b>							
30	01-520-000-0000-6304			70.00	LOCATE CABLE 04/29/2024	39682	PARK MAINTENANCE	N
	<b>27427 G &amp; R ELECTRIC INC</b>			<b>70.00</b>			<b>1 Transactions</b>	
520	<b>DEPT Total:</b>			<b>70.00</b>	<b>PARKS</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
601	DEPT 13055				AGRICULTURAL INSPECTION			
	<b>COLUMN SOFTWARE PBC</b>							
10	01-601-000-0000-6282			98.91	CUP - PASKEWITZ 04/12/2024	CEACC7F9-0099	PLANNING/ZONING COMMITTEE EXPI	N
	<b>13055 COLUMN SOFTWARE PBC</b>			<b>98.91</b>			<b>1 Transactions</b>	
12	13187			100.52	03/24-04/23 COPIER LEASE 03/24/2024	377490	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>COORDINATED BUSINESS SYSTEMS LTD</b>							
	<b>13187 COORDINATED BUSINESS SYSTEMS LTD</b>			<b>100.52</b>			<b>1 Transactions</b>	
69	12661			125.00	ROOM RENTAL FEES 04/26/2024	STMT	DUES & REGISTRATION FEES	N
	<b>SPRINGFIELD AREA COMMUNITY CENTER</b>							
	<b>12661 SPRINGFIELD AREA COMMUNITY CENTER</b>			<b>125.00</b>			<b>1 Transactions</b>	
601	<b>DEPT Total:</b>			<b>324.43</b>	<b>AGRICULTURAL INSPECTION</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
602	DEPT 76778				EXTENSION			
	<b>REGENTS OF THE UNIVERSITY OF MINNESOTA</b>							

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5/2/24 2:41PM  
1 GENERAL

\*\*\* 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
62	01-602-000-0000-6401			300.00	2024 FAIR ENTRY SUBSCRIPTION 04/28/2024 04/28/2024	0300034117	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>76778 REGENTS OF THE UNIVERSITY OF MINNES</b>			<b>300.00</b>	1 Transactions			
<b>602</b>	<b>DEPT Total:</b>			<b>300.00</b>	<b>EXTENSION</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
620	DEPT				SOIL AND WATER CONSERVATION DISTI			
9915	<b>BWSR</b>							
3	01-620-000-0000-6242			60.00	WETLAND PLANT ID TR - BB 07/16/2024 07/16/2024	MWPCP	DUES & REGISTRATION	N
	<b>9915 BWSR</b>			<b>60.00</b>	1 Transactions			
30480	<b>GREAT AMERICAN FINANCIAL SERVICES</b>							
33	01-620-000-0000-6401			180.79	03/16-04/15 COPIER LEASE 03/16/2024 04/15/2024	36376784	OFFICE SUPPLIES & EQUIP MNTCE	N
	<b>30480 GREAT AMERICAN FINANCIAL SERVICES</b>			<b>180.79</b>	1 Transactions			
64868	<b>ONE OFFICE SOLUTION</b>							
55	01-620-000-0000-6401			120.00	BULLETIN BOARD 04/18/2024 04/18/2024	558311-00	OFFICE SUPPLIES & EQUIP MNTCE	N
	<b>64868 ONE OFFICE SOLUTION</b>			<b>120.00</b>	1 Transactions			
<b>620</b>	<b>DEPT Total:</b>			<b>360.79</b>	<b>SOIL AND WATER CONSERVATION DIST</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
<b>1</b>	<b>Fund Total:</b>			<b>131,483.24</b>	<b>GENERAL</b>		<b>80 Transactions</b>	

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 5/2/24 2:41PM  
 10 BUILDING FUND

\*\*\* 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
119	DEPT				BUILDINGS AND PLANT			
76150	REDWOOD BUILDING CENTER INC							
82	10-119-000-2720-6619			21.28	ATTORNEY'S OFFICE REPAIR 04/05/2024 04/05/2024	2404-035549	ADDITION: JUSTICE CENTER	N
	76150 REDWOOD BUILDING CENTER INC			21.28	1 Transactions			
119	DEPT Total:			21.28	BUILDINGS AND PLANT	1 Vendors	1 Transactions	
10	Fund Total:			21.28	BUILDING FUND		1 Transactions	



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5/2/24 2:41PM  
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## \*\*\* 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
704	DEPT				OTHER ECONOMIC DEVELOPMENT			
	7570 BOLTON & MENK INC							
99	13-704-000-2849-6802			5,056.50	COMPREHENSIVE HOUSING STUDY 04/12/2024 04/12/2024	0333658	COUNTYWIDE COMPREHENSIVE HOUSING	
	7570 BOLTON & MENK INC			<b>5,056.50</b>	1 Transactions			
704	<b>DEPT Total:</b>			<b>5,056.50</b>	<b>OTHER ECONOMIC DEVELOPMENT</b>	<b>1 Vendors</b>		<b>1 Transactions</b>
13	<b>Fund Total:</b>			<b>5,056.50</b>	<b>EDA</b>			<b>1 Transactions</b>

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\*\*\* 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
611	DEPT 6000				DITCH MAINTENANCE			
	<b>BEACH TRANSPORT INC</b>							
85	15-611-000-0000-6899			1,444.95	JD 36 DITCH REPAIR 03/25/2024	2510	MISCELLANEOUS	N
83	15-611-000-0000-6896			251,893.93	JD 36 FEMA 2019 03/25/2024	7	FEMA EXPENDITURES	N
84	15-611-000-0000-6896			36,011.78	JD 36 FEMA 2018 03/25/2024	7	FEMA EXPENDITURES	N
	<b>6000 BEACH TRANSPORT INC</b>			<b>289,350.66</b>		<b>3</b> Transactions		
	<b>COORDINATED BUSINESS SYSTEMS LTD</b>							
86	15-611-000-0000-6401			100.51	03/24-04/23 COPIER LEASE 03/24/2024	377490	OFFICE SUPPLIES & EQUIPMENT MAI	N
	<b>13187 COORDINATED BUSINESS SYSTEMS LTD</b>			<b>100.51</b>		<b>1</b> Transactions		
	<b>ISG</b>							
88	15-611-000-0000-6899			15,622.50	PROFESSIONAL SERVICES - JD5 03/11/2024	102187	MISCELLANEOUS	N
87	15-611-000-0000-6899			12,631.25	PROFESSIONAL SERVICES - JD5 04/10/2024	103144	MISCELLANEOUS	N
	<b>36671 ISG</b>			<b>28,253.75</b>		<b>2</b> Transactions		
	<b>L &amp; S CONSTRUCTION CORP</b>							
93	15-611-000-0000-6899			825.00	JD 36 DITCH REPAIR 04/16/2024	41224	MISCELLANEOUS	N
92	15-611-000-0000-6899			1,925.00	JD 36 DITCH REPAIR 04/30/2024	42924	MISCELLANEOUS	N
94	15-611-000-0000-6896			8,745.67	JD 36 FEMA '18 04/16/2024	8	FEMA EXPENDITURES	N
95	15-611-000-0000-6896			29,992.91	JD 36 FEMA '19 04/16/2024	8	FEMA EXPENDITURES	N
96	15-611-000-0000-6899			210.71	JD 36 DITCH REPAIR 04/16/2024	8	MISCELLANEOUS	N
89	15-611-000-0000-6896			8,417.72	JD 36 FEMA '18 04/30/2024	9	FEMA EXPENDITURES	N
90	15-611-000-0000-6896			30,387.59	JD 36 FEMA '19 04/30/2024	9	FEMA EXPENDITURES	N
91	15-611-000-0000-6899			848.24	JD 36 DITCH REPAIR 04/30/2024	9	MISCELLANEOUS	N

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5/2/24 2:41PM  
15 DITCH

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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
50050	L & S CONSTRUCTION CORP			81,352.84		8 Transactions		
76758	REDWOOD TIRE SERVICE							
97	15-611-000-0000-6564			93.36	OIL CHANGE - 2018 F150 04/12/2024 04/12/2024	11827	COUNTY VEHICLE EXPENSE	Y
76758	REDWOOD TIRE SERVICE			93.36		1 Transactions		
93045	WENDLAND SELLERS LAW OFFICE							
98	15-611-000-0000-6899			4,070.00	JD 5 PROFESSIONAL SERVICES 04/12/2024 04/12/2024	4	MISCELLANEOUS	Y
93045	WENDLAND SELLERS LAW OFFICE			4,070.00		1 Transactions		
611	DEPT Total:			403,221.12	DITCH MAINTENANCE	6 Vendors	16 Transactions	
15	Fund Total:			403,221.12	DITCH		16 Transactions	

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5/2/24 2:41PM  
73 INSURANCE

\*\*\* 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
801	DEPT				NON-DEPARTMENTAL			
55634	MARSH & MCLENNAN AGENCY LLC							
40	73-801-000-0000-6178			436.00	2024 MAY - WELLNESS FEE 05/01/2024 05/31/2024	2637703	EMPLOYEE WELLNESS	N
55634	MARSH & MCLENNAN AGENCY LLC			436.00	1 Transactions			
801	DEPT Total:			436.00	NON-DEPARTMENTAL	1 Vendors	1 Transactions	
73	Fund Total:			436.00	INSURANCE		1 Transactions	

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5/2/24 2:41PM  
85 SOIL & WATER CONSERVA

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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
620	DEPT				SOIL AND WATER CONSERVATION DISTI			
	13215 COTTONWOOD SWCD							
100	85-620-983-0000-5301			1,000.00	HWY 14 TOUR 02/21/2024	STMT	LOCAL CAPACITY SER GRANT	N
	13215 COTTONWOOD SWCD			1,000.00		1 Transactions		
	30504 GREAT RIVER GREENING							
101	85-620-995-0000-6802			7,030.60	PROFESSIONAL SERVICES 03/01/2024	16-4292	LCCMR GRANT EXPENSES	N
	30504 GREAT RIVER GREENING			7,030.60		1 Transactions		
	93050 WELLNER/DENISE							
102	85-620-990-0000-6802			1,000.00	ALTERNATIVE INTAKE 04/24/2024	STMT	WATER MANAGEMENT PLAN EXPENS Y	
	93050 WELLNER/DENISE			1,000.00		1 Transactions		
620	DEPT Total:			9,030.60	SOIL AND WATER CONSERVATION DIST	3 Vendors	3 Transactions	
85	Fund Total:			9,030.60	SOIL & WATER CONSERVATION		3 Transactions	
	Final Total:			549,248.74		75 Vendors	102 Transactions	

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	131,483.24	GENERAL
10	21.28	BUILDING FUND
13	5,056.50	EDA
15	403,221.12	DITCH
73	436.00	INSURANCE
85	9,030.60	SOIL & WATER CONSERVATION I
All Funds	549,248.74	Total

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)  
2 - Department (Totals by Dept) Page Break By: 1 1 - Page Break by Fund  
3 - Vendor Number 2 - Page Break by Dept  
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

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5/2/24 12:57PM  
1 GENERAL

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
64	DEPT				COMPUTER			
	21275 ELAN CORPORATE PAYMENT SYSTEMS							
14	01-064-000-0000-6401			41.58	USB CABLES 03/19/2024 03/19/2024	0797030 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
16	01-064-000-0000-6401			171.69	ANNUAL ZOOM SUBSCRIPTION 03/24/2024 03/23/2025	249550305	OFFICE SUPPLIES & EQUIPMENT MAI	N
15	01-064-000-0000-6401			219.00	LASER PRINTER 03/20/2024 03/20/2024	3680254 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
19	01-064-000-0000-6401			103.25	ETHERNET CABLES 03/29/2024 03/29/2024	6780242 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS			535.52	4 Transactions			
64	DEPT Total:			535.52	COMPUTER	1 Vendors	4 Transactions	
91	DEPT				ATTORNEY			
	21275 ELAN CORPORATE PAYMENT SYSTEMS							
53	01-091-000-0000-6425			0.68	POSTAGE 03/28/2024 03/28/2024	STMT	POSTAGE	N
55	01-091-000-0000-6425			2.28	POSTAGE 03/29/2024 03/29/2024	STMT	POSTAGE	N
57	01-091-000-0000-6425			5.00	POSTAGE 04/01/2024 04/01/2024	STMT	POSTAGE	N
58	01-091-000-0000-6425			4.76	POSTAGE 04/03/2024 04/03/2024	STMT	POSTAGE	N
60	01-091-000-0000-6425			10.53	POSTAGE 04/04/2024 04/04/2024	STMT	POSTAGE	N
62	01-091-000-0000-6425			2.72	POSTAGE 04/05/2024 04/05/2024	STMT	POSTAGE	N
64	01-091-000-0000-6425			2.04	POSTAGE 04/08/2024 04/08/2024	STMT	POSTAGE	N
66	01-091-000-0000-6425			4.76	POSTAGE 04/10/2024 04/10/2024	STMT	POSTAGE	N
67	01-091-000-0000-6425			1.36	POSTAGE 04/12/2024 04/12/2024	STMT	POSTAGE	N
68	01-091-000-2769-6401			57.75	FRAMES 04/19/2024 04/19/2024	STMT	OFFICE & PROGRAM EXPENSES	N
52	01-091-000-2769-6425			5.68	POSTAGE 03/27/2024 03/27/2024	STMT	PRINTING/POSTAGE	N
54	01-091-000-2769-6425			10.96	POSTAGE	STMT	PRINTING/POSTAGE	N



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5/2/24 12:57PM  
1 GENERAL

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
56	01-091-000-2769-6425			0.92	03/28/2024 03/28/2024 POSTAGE	STMT	PRINTING/POSTAGE	N
59	01-091-000-2769-6425			3.88	03/29/2024 03/29/2024 POSTAGE	STMT	PRINTING/POSTAGE	N
61	01-091-000-2769-6425			0.68	04/03/2024 04/03/2024 POSTAGE	STMT	PRINTING/POSTAGE	N
63	01-091-000-2769-6425			3.64	04/04/2024 04/04/2024 POSTAGE	STMT	PRINTING/POSTAGE	N
65	01-091-000-2769-6425			2.96	04/05/2024 04/05/2024 POSTAGE	STMT	PRINTING/POSTAGE	N
69	01-091-000-2769-6425			2.96	04/09/2024 04/09/2024 POSTAGE	STMT	PRINTING/POSTAGE	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>			<b>123.56</b>		<b>18 Transactions</b>		
<b>91</b>	<b>DEPT Total:</b>			<b>123.56</b>	<b>ATTORNEY</b>	<b>1 Vendors</b>	<b>18 Transactions</b>	
<b>101</b>	<b>DEPT</b>				<b>RECORDER</b>			
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>							
1	01-101-000-0000-6334			75.00	06/24/2024 06/28/2024 REG @ 2024 SUMMER CON - AG	200003294 57350	LODGING & EXPENSE	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>			<b>75.00</b>		<b>1 Transactions</b>		
<b>101</b>	<b>DEPT Total:</b>			<b>75.00</b>	<b>RECORDER</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>118</b>	<b>DEPT</b>				<b>COURTHOUSE MAINTENANCE</b>			
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>							
4	01-118-000-0000-6301			49.98	04/05/2024 04/05/2024 FLOOR CLEANER	3657845 2425	EQUIPMENT & BUILDING MAINTENAN	N
2	01-118-000-0000-6301			57.58	03/25/2024 03/25/2024 FITTINGS & HOSES	4183792	EQUIPMENT & BUILDING MAINTENAN	N
3	01-118-000-0000-6301			43.38	03/25/2024 03/25/2024 HOSE CLAMP, FITTINGS	4184406	EQUIPMENT & BUILDING MAINTENAN	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>			<b>150.94</b>		<b>3 Transactions</b>		
<b>118</b>	<b>DEPT Total:</b>			<b>150.94</b>	<b>COURTHOUSE MAINTENANCE</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	
<b>129</b>	<b>DEPT</b>				<b>VETERAN SERVICE OFFICER</b>			

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5/2/24 12:57PM  
1 GENERAL

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21275	ELAN CORPORATE PAYMENT SYSTEMS						
49	01-129-000-0000-6334		649.77	LODGING @ 2024 MDVA CON - RZ 04/16/2024 04/18/2024	3486066899	LODGING & EXPENSE	N
	<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>		<b>649.77</b>		1 Transactions		
<b>129</b>	<b>DEPT Total:</b>		<b>649.77</b>	<b>VETERAN SERVICE OFFICER</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>201</b>	<b>DEPT</b>			<b>SHERIFF</b>			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
29	01-201-000-0000-6242		150.00	REG @ BCA TR - HB 04/02/2024 04/02/2024	068976	DUES & REGISTRATION FEES	N
30	01-201-000-0000-6302		1,993.20	SQUAD GRAPHICS 04/04/2024 04/04/2024	213809	POLICE EQUIPMENT MAINTENANCE	N
34	01-201-000-0000-6242		40.00	REG @ FTO TR - JM & NB 04/02/2024 04/02/2024	307990	DUES & REGISTRATION FEES	N
35	01-201-000-0000-6334		310.00	REG @ UOF TR - RL&JM 04/02/2024 04/02/2024	308000	LODGING & EXPENSE	N
43	01-201-000-0000-6242		300.00	REG @ MSA SUMMER CON - JJ 06/09/2024 06/12/2024	309120	DUES & REGISTRATION FEES	N
32	01-201-000-0000-6242		300.00	REG @ MSA SUMMER CON - KT 06/11/2024 06/13/2024	309410	DUES & REGISTRATION FEES	N
25	01-201-000-0000-6302		48.72	CELL PHONE LOCK BOXES 03/20/2024 03/20/2024	3583422 2425	POLICE EQUIPMENT MAINTENANCE	N
31	01-201-000-0000-6401		189.44	PBT MOUTH PIECES 04/08/2024 04/08/2024	42181	OFFICE SUPPLIES & EQUIPMENT MAI	N
44	01-201-000-0000-6334		676.79	LODGING @ MSA SUMMER CON - JJ 06/09/2024 06/12/2024	61545	LODGING & EXPENSE	N
28	01-201-000-0000-6401		5.99	USB C ADAPTER 04/01/2024 04/01/2024	8208228 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
42	01-201-000-0000-6242		450.00	POST LICENSES RENEWAL 04/01/2024 04/01/2024	MLSPO2000141024	DUES & REGISTRATION FEES	N
33	01-201-000-0000-6334		486.71	LODGING @ MSA SUMMER CON - KT 06/11/2024 06/13/2024	STMT	LODGING & EXPENSE	N
27	01-201-000-0000-6356		90.13	INMATE EASTER MEAL 03/29/2024 03/29/2024	STMT	BOARDING PRISONER MEAL EXPENS	N
26	01-201-000-0000-6401		9.50	POSTAGE 03/29/2024 03/29/2024	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N
40	01-201-000-0000-6401		11.55	POSTAGE 03/26/2024 03/26/2024	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N

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5/2/24 12:57PM  
1 GENERAL

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
21275	ELAN CORPORATE PAYMENT SYSTEMS		5,062.03				
				15 Transactions			
201	DEPT Total:		5,062.03	SHERIFF	1 Vendors	15 Transactions	
202	DEPT			E-911 SYSTEM			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
41	01-202-000-2756-6802		966.36	CODE RED 911 SUPPLIES	PP62369450	OTHER EXPENSES	N
				03/27/2024 03/27/2024			
				1 Transactions			
21275	ELAN CORPORATE PAYMENT SYSTEMS		966.36				
202	DEPT Total:		966.36	E-911 SYSTEM	1 Vendors	1 Transactions	
249	DEPT			OTHER PUBLIC SAFETY			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
38	01-249-000-2815-6802		10.00	CANTEEN SUPPLIES	1825734	CANTEEN EXPENSES	N
				04/05/2024 04/05/2024			
37	01-249-000-2815-6802		98.42	CANTEEN SUPPLIES	1825977	CANTEEN EXPENSES	N
				04/05/2024 04/05/2024			
45	01-249-000-2815-6802		53.85	FLOSSERS	1860218	CANTEEN EXPENSES	N
				04/17/2024 04/17/2024	2425		
50	01-249-000-2815-6802		51.39	EARPLUGS, SLEEP MASKS	938414	CANTEEN EXPENSES	N
				04/17/2024 04/17/2024	2425		
24	01-249-000-2815-6802		152.50	CANTEEN SUPPLIES	STMT	CANTEEN EXPENSES	N
				03/22/2024 03/22/2024			
36	01-249-000-2815-6802		78.75	CANTEEN SUPPLIES	STMT	CANTEEN EXPENSES	N
				04/04/2024 04/04/2024			
39	01-249-000-2815-6802		106.25	CANTEEN SUPPLIES	STMT	CANTEEN EXPENSES	N
				04/18/2024 04/18/2024			
21275	ELAN CORPORATE PAYMENT SYSTEMS		551.16				
				7 Transactions			
249	DEPT Total:		551.16	OTHER PUBLIC SAFETY	1 Vendors	7 Transactions	
520	DEPT			PARKS			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
13	01-520-000-0000-6301		340.00	TP	0192213	EQUIPMENT & BUILDING MAINTENAN	N
				04/19/2024 04/19/2024	2425		
51	01-520-000-0000-6301		76.13	DOOR HINGES	50464743	EQUIPMENT & BUILDING MAINTENAN	N
				04/11/2024 04/11/2024			

RACHELW  
5/2/24 12:57PM  
1 GENERAL

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
12	01-520-000-0000-6304			44.95	SLIDING BARN DOOR LOCK 04/08/2024 04/08/2024	7295463 2425	PARK MAINTENANCE	N
46	01-520-000-0000-6301			164.22	PAINT 04/01/2024 04/01/2024	STMT	EQUIPMENT & BUILDING MAINTENAN	N
47	01-520-000-0000-6301			48.10	STRETCH WRAP 04/06/2024 04/06/2024	STMT	EQUIPMENT & BUILDING MAINTENAN	N
48	01-520-000-0000-6301			165.34	HINGES, LUMBER 04/09/2024	STMT	EQUIPMENT & BUILDING MAINTENAN	N
<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>				<b>838.74</b>		6 Transactions		
<b>520</b>	<b>DEPT Total:</b>			<b>838.74</b>	<b>PARKS</b>	<b>1 Vendors</b>	<b>6 Transactions</b>	
<b>601</b>	<b>DEPT</b>				<b>AGRICULTURAL INSPECTION</b>			
<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>								
10	01-601-000-0000-6242			17.17	TELECOM SOFTWARE - ZOOM 03/23/2024 04/22/2024	249356571	DUES & REGISTRATION FEES	N
9	01-601-000-0000-6334			466.63	LODGING @ SEPTIC TR - JP 03/18/2024 03/22/2024	420027	LODGING & EXPENSE	N
11	01-601-000-0000-6242			820.00	REG @ SEPTIC TRAININGS - JP 05/06/2024 05/30/2024	816593	DUES & REGISTRATION FEES	N
<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>				<b>1,303.80</b>		3 Transactions		
<b>601</b>	<b>DEPT Total:</b>			<b>1,303.80</b>	<b>AGRICULTURAL INSPECTION</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	
<b>602</b>	<b>DEPT</b>				<b>EXTENSION</b>			
<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>								
23	01-602-000-0000-6401			9.89	SAFETY PINS 04/04/2024 04/04/2024	1007443 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
21	01-602-000-0000-6401			49.16	COPY PAPER 04/04/2024 04/04/2024	4013854 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
22	01-602-000-0000-6401			174.72	LASER ADDRESS LABELS 04/04/2024 04/04/2024	5281028 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
<b>21275 ELAN CORPORATE PAYMENT SYSTEMS</b>				<b>233.77</b>		3 Transactions		
<b>602</b>	<b>DEPT Total:</b>			<b>233.77</b>	<b>EXTENSION</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	
<b>1</b>	<b>Fund Total:</b>			<b>10,490.65</b>	<b>GENERAL</b>		<b>62 Transactions</b>	

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5/2/24 12:57PM  
3 ROAD AND BRIDGE

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
301	DEPT				ROAD & BRIDGE ADMINISTRATION			
21275	ELAN CORPORATE PAYMENT SYSTEMS							
5	03-301-000-0000-6332			245.00	REG @ DOT TR - DC 08/14/2024 08/14/2024	487021	STAFF DEVELOPMENT	N
7	03-301-000-0000-6401			33.92	PHONE PROTECTION 04/04/2024 04/04/2024	7925841 2425	OFFICE SUPPLIES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS			278.92	2 Transactions			
301	DEPT Total:			278.92	ROAD & BRIDGE ADMINISTRATION	1 Vendors	2 Transactions	
320	DEPT				HIGHWAY CONSTRUCTION & ENGINEER			
21275	ELAN CORPORATE PAYMENT SYSTEMS							
6	03-320-000-0000-6505			288.93	ENGINEERING TOOLS 04/01/2024 04/01/2024	11298679	ENG. & CONST.MATERIALS & SUPPLII	N
8	03-320-000-0000-6505			129.99	WEATHER MONITORING EQUIPMENT 04/11/2024 04/11/2024	9059	ENG. & CONST.MATERIALS & SUPPLII	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS			418.92	2 Transactions			
320	DEPT Total:			418.92	HIGHWAY CONSTRUCTION & ENGINEER	1 Vendors	2 Transactions	
3	Fund Total:			697.84	ROAD AND BRIDGE		4 Transactions	

RACHELW  
 5/2/24 12:57PM  
 73 INSURANCE

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



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT				NON-DEPARTMENTAL			
	21275 ELAN CORPORATE PAYMENT SYSTEMS							
20	73-801-000-0000-6178			57.08	MUNCH BETTER 03/27/2024 03/27/2024	0235430 2425	EMPLOYEE WELLNESS	N
18	73-801-000-0000-6178			14.40	CUPS - WELLNESS 03/27/2024 03/27/2024	7688244 2425	EMPLOYEE WELLNESS	N
17	73-801-000-0000-6178			33.47	WELCOME BREAKFASTS 03/27/2024 03/27/2024	STMT	EMPLOYEE WELLNESS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS			104.95		3 Transactions		
801	DEPT Total:			104.95	NON-DEPARTMENTAL	1 Vendors	3 Transactions	
73	Fund Total:			104.95	INSURANCE		3 Transactions	
	Final Total:			11,293.44	14 Vendors	69 Transactions		

RACHELW  
5/2/24

12:57PM

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

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



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	10,490.65	GENERAL
3	697.84	ROAD AND BRIDGE
73	104.95	INSURANCE
All Funds	11,293.44	Total

Approved by, .....

.....

.....



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7th, 2024	<b>Originating Dept.:</b>	Maintenance
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	5 year garbage collection bids		
	<b>Presenter:</b>	Loren Gewerth	
	<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 the low bid for Garbage collection from R&E Sanitation, Inc.

**Background Information:**

Two bids were received.  
 R&E Sanitation for total of \$177.66 monthly  
 Sweetman Sanitation, Inc. for a total of \$292.50 monthly

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 \*\***





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7th, 2024	<b>Originating Dept.:</b>	Maintenance
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	5 year garbage collection contract		
	<b>Presenter:</b>	Loren Gewerth	
	<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 the low bid for Garbage collection from R&E Sanitation, Inc.

**Background Information:**

Two bids were received.  
 R&E Sanitation for total of \$177.66 monthly  
 Sweetman Sanitation, Inc. for a total of \$292.50 monthly

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 4/19/24

Date Requestor Requires Review Completion: in progress of review

**Administrators Comments:**

Previous contract amount \$166.40 per month with R & E

Reviewed by Administrator:  Yes  No

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

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

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

A.1.1 THIS CONTRACT, made this 7<sup>th</sup> day of May, 2024, by and between the County of Redwood, herein called the “County,” and R & E Sanitation, located at 32729 County Highway 2, Morton, Minnesota, 56270, 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 municipal solid waste and refuse removal services from said Vendor, upon orders furnished by the County at the agreed price(s) submitted, and the Vendor shall perform said services all in accordance with the specifications of Vendor’s Proposal dated 4/22/2024, accepted by the County as of 5/7/2024. Vendor’s Proposal dated 4/22/2024 is hereby made a part of this Contract.

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

C.1.1 The term of this Contract is from May 7<sup>th</sup>, 2024 to May 1<sup>st</sup>, 2029, 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 1.

## **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 \$177.66 per month for the Term of Contract identified in Section C.1.1 of the Agreement.

## **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 monthly as services are performed to the satisfaction of the County, or its duly authorized agent. Vendor shall submit an itemized invoice monthly 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:

R & E Sanitation  
PO Box 248  
Morton, MN, 56270

## **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 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 Workers' 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 Vendor's Proposal dated 4/22/2024, 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 Vendor's Proposal dated 4/22/2024, 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 and Vendor's Proposal dated 4/22/2024 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.

R & E Sanitation

COUNTY OF REDWOOD

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

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

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

APPROVED AS TO FORM

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



To Whom it Concern,

Redwood County is seeking quotes for garbage for garbage removal for a **five year period, beginning 5/8/2024**, at 4 sites with 1 ½ - 2 yard garbage dumpsters (five total at 4 locations). Garbage consisting of mainly office trash would be picked up weekly at the various addresses within the city limits of Redwood Falls.

Please include pricing on service with your company providing the dumpsters for the County. The County does pay solid waste assessment and tax.

**Sealed Quotes must be received by 10:00 AM 4/26/2024.**

Quotes are to be submitted to: Redwood County Auditor/Treasurer's Office,  
403 South Mill Street,  
Redwood Falls MN, 56283

**Please clearly mark on the outside of the envelope as "Garbage Removal Bid"**. Proposals will be publically opened and read aloud immediately after bid closing in the County Commissioners Room in the Government Center, 403 S Mill Street, Redwood Falls, MN. The Redwood County Board of Commissioners reserves the right to reject any or all bids and to waive defects. Redwood County hereby notifies all potential bidders that minority and disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and that no bidder will be discriminated against on the grounds of religion, sex, race, color, or national origin.

Monthly billing invoices could be sent by email to the addresses listed below. If you prefer sending by post office mail please indicate so.

If you have questions, you can contact Loren Gewerth at (507)637-1106 or cell phone (507)430-1765 or email at [loren\\_g@co.redwood.mn.us](mailto:loren_g@co.redwood.mn.us)

**Addresses for Redwood County Sites in Redwood Falls**

**Redwood County Government Services Building**

P.O. Box 130  
302 E Third Street

**Southwest Health and Human Services Building**

P.O. Box 130  
266 E Bridge Street

**Billing: (Two dumpsters – one dumpster at each location)**

[loren\\_g@co.redwood.mn.us](mailto:loren_g@co.redwood.mn.us)

**Redwood County Law Enforcement Center**

P.O. Box 6  
P.O. Box 47  
303 E Third Street

**Billing: (for two dumpsters at location)**

Email: [sheriff@co.redwood.mn.us](mailto:sheriff@co.redwood.mn.us)

**Redwood County Highway Department**

1820 E. Bridge Street

**Billing: (for one dumpster at location)**

Email: [rchd@co.redwood.mn.us](mailto:rchd@co.redwood.mn.us)

**The following are the insurance requirements for the proposal**

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 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

## Exhibit 1

### Special Conditions Supplement

1. **Removal of Municipal Solid Waste:** Vendor agrees to remove municipal solid waste ("MSW") from the locations identified in the Agreement. Vendor agrees, at no additional charge, to provide dumpsters to be used at the locations where the County does not own a dumpster. MSW shall be removed from the dumpsters on a scheduled weekly basis. Vendor agrees to comply with all federal, state, city, and local laws, ordinances, rules, and regulations, and all health rules and regulations in making such removal and disposal of the MSW. Vendor acknowledges that the County, given the nature of its operations, often has significant traffic in and around the disposal site during normal business hours. Vendor shall make reasonable efforts to schedule MSW pickup during non-business hours. Vendor shall use reasonable care to keep the dumpster locations clean and sanitary.

2. **Licenses and Equipment:** Vendor warrants and represents Vendor has sufficient trucks and equipment to remove and dispose of the MSW and that Vendor has all licenses and permits necessary to operate such equipment. All such permits and licenses shall be submitted to the County's Authorized Representative within five days of Execution of this Agreement. No services pursuant to this Agreement are permitted by the County until all permits and licenses have been provided to the satisfaction of the County's Authorized Representative.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7th 2024	<b>Originating Dept.:</b>	Technology
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>		<b>Presenter:</b>	Paul Parsons
MNIT Threat Prevention		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Redwood County Board of Commissioners, Please review and approve MNIT Services Service Authorization for Autonomous Threat Prevention

**Background Information:**

This will be an addition to our current MNIT Internet service. They will configure this on their end so no hardware or anything on the County side will be needed.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 03-01-2024

Date Requestor Requires Review Completion: 04-23-2024

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



Central Office - 658 Cedar St, St Paul, MN 55155

## Service Authorization Autonomous Threat Prevention (“ATP”)

Date: 4/9/24

<b>County name:</b> Redwood County <b>Street address:</b> 403 South Mill Street, P.O. Box 130 <b>City and zip code:</b> Redwood Falls, MN 56283	<b>County contact name:</b> Paul Parsons <b>Phone:</b> 507-637-4023 <b>Email:</b> paul_p@co.redwood.mn.us
---	---

1. **Term of Agreement:**
  - a. **Effective Date.** This Agreement is effective on the date all required signatures are obtained.
  - b. **Expiration Date.** This Agreement shall remain effective from the Effective Date until terminated pursuant to clause 10.
2. **Purpose:** The security appliance made available to the County will perform optional ATP.
3. **Responsibilities of the Parties:**

### Autonomous Threat Prevention:

- Ensures protections are up to date – continuously and autonomously – with the latest cyber threats and prevention technologies.
- Provides zero-maintenance protection from zero-day threats.
- IPS protection (intrusion prevention)
- File and URL reputation
- Threat Cloud (Check Point’s real-time global threat intelligence)
- Sandbox (threat emulation and AI zero-day prevention)
- Sanitization (CDR, threat extraction, sanitizes incoming files before delivering them to users)
- C&C Protection (detects infected or compromised devices and blocks malware C&C communications)

By accepting the optional State ATP service, the County understand that this service does not eliminate the need for the County to secure their network, desktops, servers, and ultimate responsibility for securing the County resides with the County.

The County understands and agrees State’s provision of services under this Services Agreement do not include remediation of any security issues identified during State’s provision of services. County shall be responsible for all remediation.

Each party will be responsible for its own acts and behavior and the results thereof.

4. **Payment:** There is no cost to the County to utilize ATP services pursuant to this Agreement.
5. **Assignment, Amendments, Waiver, and Agreement Complete:**
  - a. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement.
  - b. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
  - c. **Waiver.** If either Party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
  - d. **Agreement Complete.** This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 6. **Liability:** The Parties agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. MNIT Services liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The County's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.
- 7. **Audits:** Under Minnesota Statutes, § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.
- 8. **Government Data Practices;** The Parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either Party.

If either party receives a request to release the data referred to in this Clause, the receiving party must immediately notify the non-party and consult with the non-receiving party as to how the receiving party should respond to the request. The receiving party's response shall comply with all applicable law.

- 9. **Venue:** The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 10. **Expiration and Termination:** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.
- 11. **Continuing Obligations:** The following clauses survive the expiration or cancellation of this Agreement: 6, Liability; 7, Audits; 8, Government Data Practices; and 9, Venue.

**Agency Approval:**

By signing below, authorization is given to MNIT Services to provide the County with ATP.

Signature of staff person with delegated authority	Date
Print Name	Title
	Phone



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	05-07-2024	<b>Originating Dept.:</b>	Technology
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Paul Parsons		
KnowBe4Update	<b>Presenter:</b>	3-5 minutes	
	<b>estimated time needed:</b>		
<b>Board Action:</b> <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only			

**If Action, Board Motion Requested:**

**Background Information:**

KnowBe4 Update Summary. Please review and if you were to have any questions I can answer.

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 \*\***



# Phishing Training Results

## Phishing Security Test started on: 04/04/2024, 1:28 PM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>118</b> Recipients	100% <b>118</b> Delivered	42.4% <b>50</b> Opened	2.5% <b>3</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	21.2% <b>25</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 03/04/2024, 12:07 PM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>118</b> Recipients	100% <b>118</b> Delivered	42.4% <b>50</b> Opened	2.5% <b>3</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	21.2% <b>25</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 02/05/2024, 8:41 AM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>115</b> Recipients	100% <b>115</b> Delivered	40% <b>46</b> Opened	0.9% <b>1</b> Clicked	0.9% <b>1</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	19.1% <b>22</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 01/04/2024, 11:29 AM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>113</b> Recipients	100% <b>113</b> Delivered	24.8% <b>28</b> Opened	0.9% <b>1</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	17.7% <b>20</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 12/04/2023, 12:03 PM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>113</b> Recipients	100% <b>113</b> Delivered	23.9% <b>27</b> Opened	0.9% <b>1</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	21.2% <b>24</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 11/06/2023, 9:13 AM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>113</b> Recipients	99.1% <b>112</b> Delivered	25% <b>28</b> Opened	0.9% <b>1</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	16.1% <b>18</b> Reported	0.9% <b>1</b> Bounced
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## Phishing Security Test started on: 10/04/2023, 12:29 PM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>113</b> Recipients	100% <b>113</b> Delivered	23% <b>26</b> Opened	0.9% <b>1</b> Clicked	0% <b>0</b> QR Code Scanned	0.9% <b>1</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	17.7% <b>20</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 09/04/2023, 1:03 PM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>111</b> Recipients	100% <b>111</b> Delivered	24.3% <b>27</b> Opened	0.9% <b>1</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	12.6% <b>14</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 08/04/2023, 12:44 PM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>110</b> Recipients	100% <b>110</b> Delivered	19.1% <b>21</b> Opened	0% <b>0</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	8.2% <b>9</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 07/04/2023, 12:16 PM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>109</b> Recipients	100% <b>109</b> Delivered	26.6% <b>29</b> Opened	1.8% <b>2</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	21.1% <b>23</b> Reported	0% <b>0</b> Bounced
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## Phishing Security Test started on: 06/05/2023, 8:39 AM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

Users

<b>106</b> Recipients	99.1% <b>105</b> Delivered	22.9% <b>24</b> Opened	1% <b>1</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	14.3% <b>15</b> Reported	0.9% <b>1</b> Bounced
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## Phishing Security Test started on: 05/04/2023, 12:19 PM

[← Back to Campaigns](#)

### Campaign: Random Monthly Phishing

Monthly from categories: Banking and Finance, Social Networking, Online Services, Current Events, Phishing For Sensitive Information, Holiday, Reported Phishes of the Week, Mail Notifications, Data Breach, Current Event of the Month, Current Event of the Week, Coronavirus/COVID-19 Phishing, QR Code

Overview

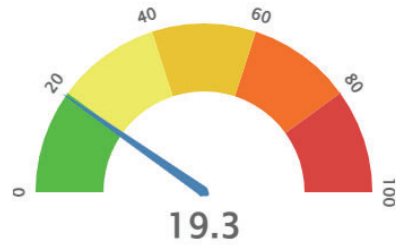
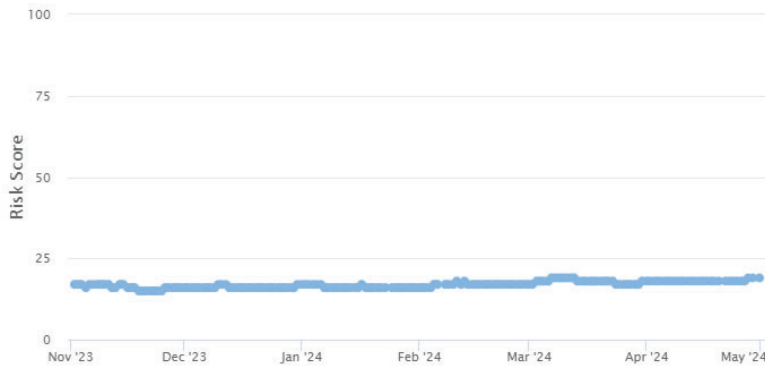
Users

<b>105</b> Recipients	99% <b>104</b> Delivered	22.1% <b>23</b> Opened	1.9% <b>2</b> Clicked	0% <b>0</b> QR Code Scanned	0% <b>0</b> Replied	0% <b>0</b> Attachment Opened	0% <b>0</b> Macro Enabled	0% <b>0</b> Data Entered	15.4% <b>16</b> Reported	1% <b>1</b> Bounced
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## Organization's Risk Score

### Risk Score History

Displays the Organization's combined Risk Score for all users

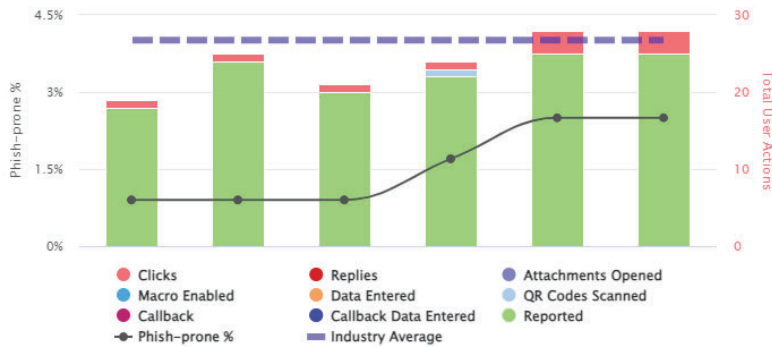


See our [Virtual Risk Officer \(VRO\) Guide](#) for details about how Risk Scores are calculated.

## Phishing

### Phishing Security Tests – Last 6 Months

10 Clicks, 0 Replies, 0 Attachments Opened, 0 Macro Enabled, 0 Data Entered, 1 QR Codes Scanned, 0 Callback, 0 Callback Data Entered, 134 Reported



**Industry Benchmark Data** ⓘ

Account Average Phish-prone % **3.2%**

Last Campaign Phish-prone % **2.5%**

Industry Phish-prone % **4%**

**Industry**

**Organization Size**

**Program Maturity**

Industry Benchmark Chart Data

## Training Campaigns

[+ Create Training Campaign](#)

Campaigns | Notification Templates | Policies | Reports

Active | Inactive | **All**

Name	Groups	Content	Total Duration	Complete %	Actions
<b>Completed</b> Valentines Day Remedial Training 02/14/2024 - 03/14/2024	All Users	10 Ways to Avoid Phishing Scams with Quiz Phishing Your Inbox Using the Phish Alert Button - Report Suspicious Emails Using Microsoft Outlook	24 minutes	97% Completed	▼
<b>Completed</b> Pre Summer Training 05/24/2023 - 06/25/2023	All Users	Eight Ways to Strengthen and Secure Your Passwords Today! 10 Ways to Avoid Phishing Scams with Quiz	12 minutes	94% Completed	▼
<b>In Progress</b> Phish Alert Button Training 08/25/2022 - 3 weeks	All Users	Using the Phish Alert Button - Report Suspicious Emails Using Microsoft Outlook	7 minutes	99% Completed	▼
<b>Completed</b> Holiday Safe Clickers 2 12/10/2021 - 12/31/2021	Administrator Assessor AT Attorney Clickers	10 Ways to Avoid Phishing Scams with Quiz 2021 Common Threats <b>Retired</b>	26 minutes	95% Completed	▼

# Phish Alert Button



0  
Installed

0  
Uninstalled

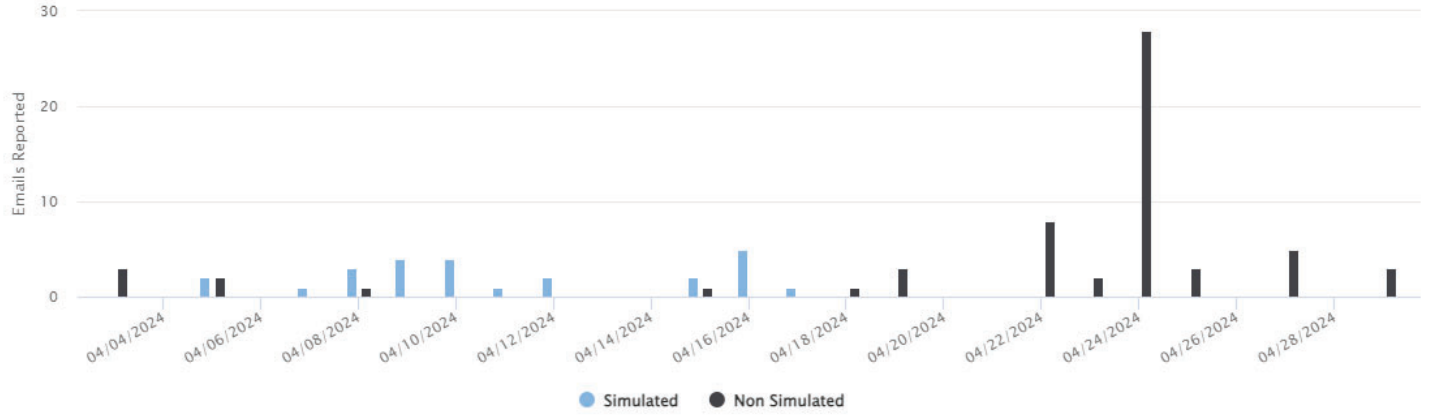
1009  
Total Reported

418  
Simulated Emails

591  
Non-Simulated Emails

## Phish Alert Report Comparison

Last 30 days





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Department:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	May 21, 2024		
<b>Discussion Item:</b>		<b>Presenter:</b>	Nick Brozek
Conditional Use Permit #4-24 - Paskewitz		<b>estimated time needed:</b>	10 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>			

**If Action, Board Motion Requested:**

Approve Conditional Use Permit #4-24, pursuant to the recommendation of the Planning Commission. Approval is recommended per the conditions proposed by staff, including the neighborhood approval per the development's covenants and restrictions.

**Background Information:**

County Ordinance requires a CUP for the construction of a multi-family dwelling in the Rural Residential "R-1" zone. Duane and Renee Paskewitz seek to add a 5-bedroom full home addition onto the existing home. They are in the process of adding a new, separate septic system to serve the new home. They have also requested approval from their neighbors, per the covenants and restrictions of the subdivision. Currently, the subdivision only allows single-family homes. If more than 2/3 or responding neighbors agree, the multi-family home will be allowed.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Dept.:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Resolution for ARPA Fund designation		
	<b>Presenter:</b>	Nick B/Vicki K	
	<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:**

Adopt Resolution authorizing ARPA fund expenditure for the Final Engineering Design for the Plum Creek Park grant with TKDA.

**Background Information:**

Attached is the ARPA fund balances. Uncommitted funds remaining are in the amount of \$57,940.20. The funds must be spent by December 31, 2024. The Plum Creek Park Improvement Project grant does not cover the engineering and design work, therefore; we are seeking to use ARPA funds to cover the cost of the final design work for this project in the amount of \$37,950, leaving an unspent balance of \$19,990.20.

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:**

Recommend approving the expenditure for the ability to continue/complete the Plum Creek Park Improvement project.  
Staff will provide status updates on the approved but unfinished projects on the ARPA Fund balance report.

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 2024-01**

**A RESOLUTION TO EXPEND CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS UNDER THE AMERICAN RESCUE PLAN ACT FOR PLUM CREEK COUNTY PARK IMPROVEMENT PROJECT FINAL DESIGN CONTRACT**

WHEREAS, Redwood County (“County”) received Federal Coronavirus Local Fiscal Recovery Funds under the American Rescue Plan Act (“ARP”), to provide relief to the county impacted by the coronavirus disease 2019 (“COVID-19”);

WHEREAS, Redwood County Environmental Director, Nick Brozek has identified a necessary expense to contract for the final design work for the Plum Creek County Park improvement project grant;

WHEREAS, the authority under the ARP Act allows this expenditure, per the Final Rule published on January 6, 2022, 31 C.F.R § 35

§35.6(d) *Providing government services.* A recipient may use funds for the provision of government services to the extent of the reduction in the recipient's general revenue due to the public health emergency, calculated according to this paragraph (d). A recipient must make a one-time election to calculate the amount of the reduction in the recipient's general revenue due to the public health emergency according to either paragraph (d)(1) or (d)(2) of this section:

§35.6(d)(1) *Standard allowance.* The reduction in the recipient's general revenue due to the public health emergency over the period of performance will be deemed to be ten million dollars; or

WHEREAS, The Redwood County Board of Commissioners voted to authorize Redwood County to expend American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds utilizing the Standard (Revenue Loss) Allowance at their Regular Board Meeting held on March 1, 2022;

WHEREAS, on April 5, 2022, the County awarded TKDA a contract for preliminary concept plans for the park improvement project funded by the park improvement grant. The final engineering and design work is not covered by the grant and the cost of the final engineering design is \$37,950.

**NOW, THEREFORE, BE IT RESOLVED**, the County Board of Commissioners is encumbering \$37,950.00 to be used to complete the final engineering design and certifies that the funds appropriated from the ARP Act fund will be used only in a manner consistent with the Department of the U.S. Treasury guidance and incurred during the covered period.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon its adoption on May 7, 2024.

\_\_\_\_\_  
REDWOOD COUNTY BOARD CHAIR

Dated \_\_\_\_\_

Attest \_\_\_\_\_  
VICKI KNOBLOCH- KLETSCHER, ADMINISTRATOR

Dated \_\_\_\_\_

*1st District*  
**RICK WAKEFIELD**  
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*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>	May 7, 2024	<b>Originating Dept.:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	May 21, 2024		
<b>Discussion Item:</b>		<b>Presenter:</b>	Nick Brozek
Plum Creek Park Improvement Project - Final Design Contract		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>			

**If Action, Board Motion Requested:**

Approve proposal and contract with Toltz, King, Duvall, Anderson and Associates, Inc. (TKDA) for final design work for park improvement project grant

**Background Information:**

In 2022 we contracted with TKDA for a preliminary project plan for improvements to the Plum Creek Park beach, walking path, parking lot, bathhouse, and playground. We received a grant from the State covering 90% of the project cost. However, the engineering and design work is not covered by the grant. Therefore, we are seeking to use ARPA funds to cover the cost of the design work for this project.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: 4/25/24

Date Requestor Requires Review Completion: 5/7/24

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



March 25, 2024

Via Email Only: [nick\\_b@co.redwood.mn.us](mailto:nick_b@co.redwood.mn.us)

Mr. Nick Brozek  
Environmental Director  
Redwood County  
403 S. Mill Street  
PO Box 130  
Redwood Falls, MN 56283

Re: **Revised** Proposal for Design, Bidding and Construction Administration Services  
Plum Creek County Park  
Redwood County, Minnesota

Dear Mr. Brozek:

Please find below our proposal for design, bidding, and construction administration services to include Architecture and Engineering service in connection with the proposed improvements at Plum Creek County Park as defined in Section I – Project Description, hereinafter referred to as the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in our Redwood County Agreement for Professional Services dated April 5, 2022. **This Proposal supersedes our previous Proposal dated March 20, 2024.** Hereinafter, Redwood County is referred to as the CLIENT.

### **I. PROJECT DESCRIPTION**

The proposed project includes, a gravel parking lot, ADA sidewalk connection from the parking lot to the beach, retaining walls, and a natural playground as identified in Exhibit 'A'. The CLIENT will supply two (2) vault toilet structures to be included in overall site design. The vault toilets will include solar power and not require electrical related items. The project scope includes only items as shown in Phase One. The timing of construction is anticipated to occur in the fall of 2024 and completed in fall of 2024.

### **II. PROJECT REQUIREMENTS**

As part of Greater Minnesota Regional Parks and Trails Commission (GMRPTC), the Project and CLIENT shall meet the grant requirements by the Department of Natural Resources (DNR) which include (but not limited to) the following:

- Completion of an Environmental Assessment Statement (EAS). Review of the project by the DNR's Endangered Species Environmental Review Coordinator.
- Compliance with water and wetland regulations.
- Compliance with the Minnesota Environmental Quality Board (EQB) Environmental Review rules.
- Pre-approval of the project from the Minnesota State Historical Preservation Office (SHPO) as noted in Exhibit 'B'.
- For trail projects, a completed long term or permanent lease on land not owned by applicant.
- Provide, as requested, project status and final project reports to the DNR and GMRPTC.
- No funds may be expended until there is a fully executed contract.

### **III. SERVICES TO BE PROVIDED BY TKDA**

Based on TKDA's understanding of the Project, we propose to provide the following Landscape Architecture and Civil services:

- A. Project Management and Meetings
  1. Project coordination and invoicing.
  2. Kick-off meeting with project team via Microsoft Teams.
  3. Internal design team meetings.
  4. Design review meetings at 60% and 90% with Project Team.

**B. Design**

1. Develop design from Phase One plan (Exhibit 'A') in conjunction with topographical survey provided by CLIENT. It is assumed that there will not be significant changes from the 2022 Phase One plan.
2. Develop site layout, grading, and restoration.
3. Deliverables
  - a. Prepare design development (60% design) plans including landscape plans, civil engineering plans, and details for design review.
  - b. Prepare construction documents (90% design) plans and specifications including landscape plans, civil engineering plans, and details for design review.
  - c. Prepare Issue for Bid documents.
  - d. Prepare Issue for Construction documents.
4. Permitting
  - a. Due to the area of disturbance, a Storm Water Pollution Prevention Plan (SWPPP) will be developed for erosion and sediment control measures required by the awarded contractor through the construction period.
  - b. Completion of an EAS and coordination with the DNR's Endangered Species Environmental Coordinator following 60% design review meeting.

**C. Bidding and Construction Administration**

1. Attend pre-bid meeting via Microsoft Teams.
2. Answer bidder questions/addenda (assumes 2 addenda).
3. Review shop drawings, submittals, Requests for Information (RFIs), and contractor questions.
4. Attend 6 construction meetings via Microsoft Teams.
5. Attend 2 construction meetings on site at milestones.
6. Substantial completion and punch-list walk-through and documentation.

**IV. ASSUMPTIONS AND CLARIFICATIONS**

- A. TKDA assumes that a permit should not be required beyond erosion and sediment control (SWPPP).
- B. TKDA will not proceed with scope of services until a Phase One Archaeological Survey has been completed (by Others) and a determination is received from SHPO indicating no findings of archaeological significance and approval to proceed with Phase One improvements as identified on Exhibit 'A'.
- C. TKDA assumes that the (2) two new vault toilets / changing rooms require only soil corrections as provided by the manufacturer's recommendations. The structures will be purchased by the CLIENT and installed by the awarded contractor. TKDA will identify the locations of the (2) two vault toilets / changing rooms and work with the manufacturer soil corrections, if applicable. The (2) two vault toilets will include solar power and not require electrical coordination or services. The CLIENT will be responsible for review of all product submittals associated with the (2) two vault toilet / changing rooms.
- D. Geotechnical investigation and reports will be performed by Others. CLIENT will contract with geotechnical consultant, if required.
- E. Soil remediation design will be completed by Others, if required.

**V. ADDITIONAL SERVICES**

If authorized in writing by the CLIENT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services hereunder. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth herein. If it is determined during design that any of the items below are necessary, TKDA will prepare a proposal for any additional work for a contract amendment.

- A. Further design effort or documentation beyond that described in SECTION III.
- B. Storm sewer, pond, or permanent treatment.
- C. Construction meetings via Microsoft Teams or on-site beyond those specified in SECTION III.C.
- D. Utility relocation or design.
- E. Pothole surveying.

**VI. CLIENT RESPONSIBILITIES**

These responsibilities shall be as set forth in our Agreement for Professional Services and as further described or clarified hereinbelow:

- A. Designate one (1) individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.
- B. Provide TKDA with access to the site as necessary to perform services listed in SECTION III above.
- C. Provide coordination of drawings in a timely fashion.
- D. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained. Direct and coordinate the services provided by the Contractor.
- E. Phase One Archaeological Survey to be coordinated by CLIENT and performed in compliance with Exhibit 'B'.

**VII. PERIOD OF SERVICE**

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and estimate to complete SECTION III.A- B services within eight (8) weeks following confirmation of SECTION IV.B. SECTION III.C services will be completed in conjunction with the construction schedule.

**VIII. COMPENSATION**

Compensation to TKDA for services provided as described in this Proposal shall be on an hourly not to exceed basis in the amount of **\$37,950**, as summarized in the table below. Payment shall be made in accordance with Article 4 of our Agreement for Professional Services.

<b>SECTION III Tasks</b>	<b>Amount</b>
Project Management & Meetings	\$3,600
Final Design	\$24,500
Bidding and Construction Administration	\$9,850
<b>Total Amount</b>	<b>\$37,950</b>

The level of effort required to accomplish SECTION III services could be affected by factors which are beyond our control. Therefore, if it appears at any time that charges for services rendered under SECTION III will exceed the above, we agree that we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you that additional funds are available and our work can proceed.

**IX. CONTRACTUAL INTENT**

We thank you for the opportunity to submit this Proposal. If this Proposal is acceptable, please issue an amendment to our Agreement for Professional Services. This Proposal will be open for acceptance for 60 days, unless the provisions herein are changed by us in writing prior to that time. Please contact Steve Foss directly at 651.955.1471 or [steve.foss@tkda.com](mailto:steve.foss@tkda.com) if you should have any questions.

We appreciate the opportunity to serve you on your Project.

Sincerely,

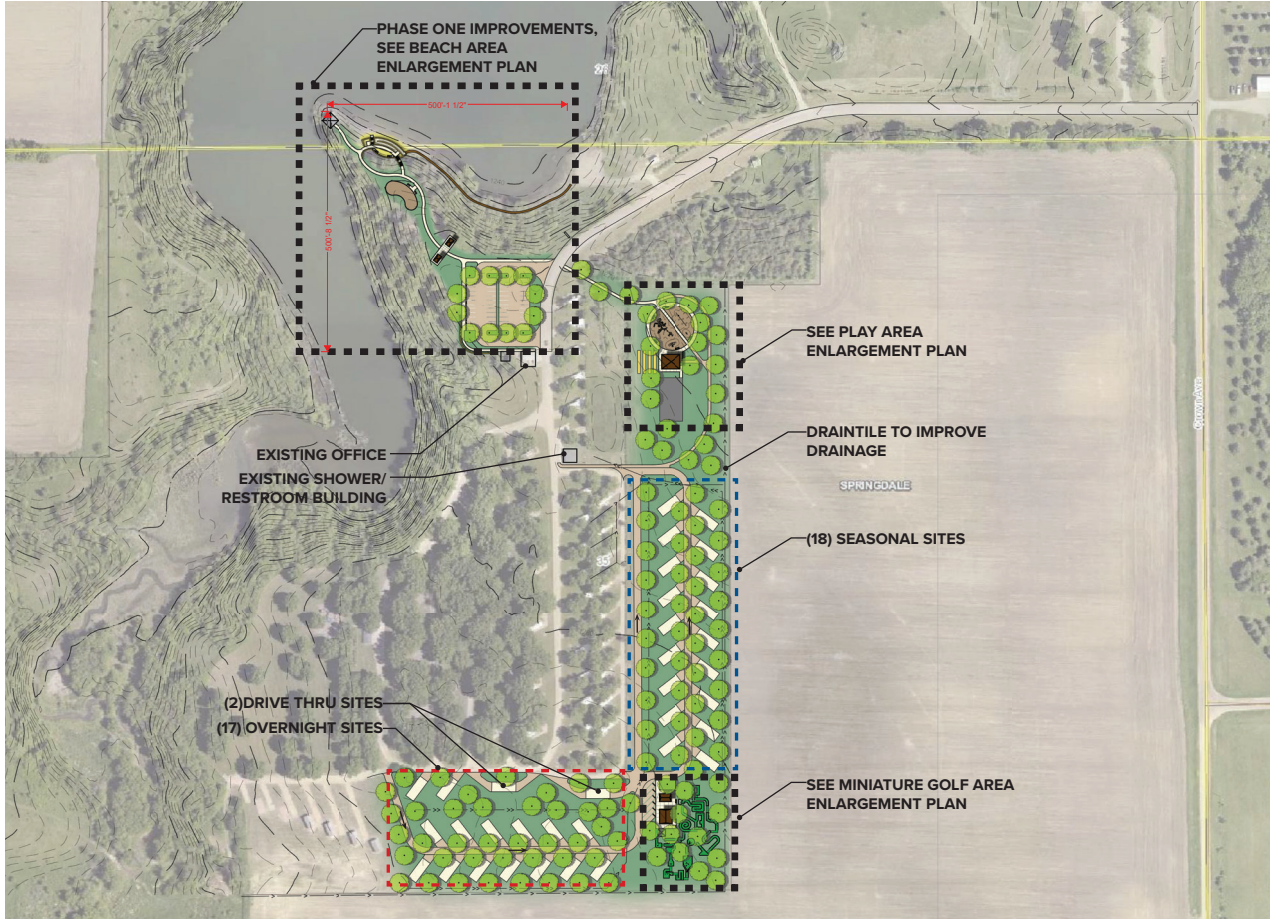
  
Steve D. Foss, PLA  
Project Manager

  
DJ Heinle, AIA, CID, NCARB  
Vice President, Architecture

Attachments: Exhibit A  
Exhibit B  
Exhibit C

SDF:KWA:alo:dad

Exhibit 'A'

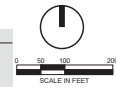


**NOTES**

1. Proposed gravel drives - 14' wide
2. Proposed site pads - 50' long x 20' wide

**PLUM CREEK PARK EXPANSION**

OVERALL CONCEPT PLAN  
JUNE 18, 2022





- Key**
1. Gravel parking (+/- 50 stalls)
  2. Restroom/changing building - includes vault toilet and changing area
  3. Concrete walk connection to beach
  4. Natural play area
  5. Outdoor shower tower
  6. Terraced retaining walls to retain beach sand and provide ADA accessible route
  7. Natural trail to boat launch
  8. Wayfinding signage
  9. Gravel trail connection
  10. Themed play area
  11. Shelter (30' x 40')
  12. (4) Horseshoe pits
  13. Multi-purpose court
  14. Shower/restroom building
  15. Shelter (26' x 30')
  16. Miniature golf (18 holes)
  17. Miniature golf equipment building
  18. Parking



**EXISTING SITE CONDITIONS**



**THEMED PLAY EQUIPMENT**



**NATURAL PLAY**



**OUTDOOR SHOWER TOWER**



August 31, 2023

Nick Brozek, Environmental Director  
Redwood County Environmental Dept  
PO Box 130  
Redwood Falls, MN 56283

RE: Plum Creek County Park Improvements  
T109 R39 S35, Springdale Twp, Redwood County  
SHPO Number: 2023-2602

Dear Nick Brozek:

Thank you for the opportunity to comment on the above referenced project. Information received on July 10, 2023, has been reviewed pursuant to the responsibilities given the State Historic Preservation Office by the Minnesota Historic Sites Act (138.665-666) and the Minnesota Field Archaeology Act (138.40).

According to your correspondence, the proposed project includes installation of 2 new bathroom/changing rooms, installation of an ADA sidewalk, replacement of an existing path, and beach enhancement that includes the construction of a series of retaining walls and a natural playground.

Due to the nature and location of the proposed project, we recommend that a Phase I archaeological survey be completed. The survey must meet the requirements of the Secretary of the Interior's Standards for Identification and Evaluation and should include an evaluation of National Register eligibility for any properties that are identified. For a list of consultants who have expressed an interest in undertaking such surveys, please visit the website: <https://www.mnhs.org/preservation/directory> and select "Archaeologists" by Specialty.

We will reconsider the need for survey if the project area can be documented as previously surveyed or disturbed. Any previous survey work must meet contemporary standards. **Note:** plowed areas and right-of-way are not automatically considered disturbed. Archaeological sites can remain intact beneath the plow zone and in undisturbed portions of the right-of-way.

Please note that this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36 CFR § 800. If this project is considered for federal financial assistance, or requires a federal permit or license, then review and consultation with our office will need to be initiated by the lead federal agency. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

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

---

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

50 Sherburne Avenue ■ Administration Building 203 ■ Saint Paul, Minnesota 55155 ■ 651-201-3287 [mn.gov/admin/shpo](http://mn.gov/admin/shpo) ■ [mnshpo@state.mn.us](mailto:mnshpo@state.mn.us)

AN EQUAL OPPORTUNITY AND SERVICE PROVIDER





November 2, 2022

Scott Wold  
Director of Planning and Environmental Services  
Redwood County  
P.O. Box 103  
Redwood Falls, MN 56283

Dear Scott,

On behalf of the Greater Minnesota Regional Parks and Trails Commission, **congratulations** on your successful funding application, 22-011F Plum Creek Park Waterfront Improvement. At the October 26 meeting, Commissioners approved a Legacy award for the full amount of your request, \$818,539 and a match of \$90,948.

The Commission's recommendations will be brought to the Minnesota Legislature during the upcoming 2023 session for approval. Legislators have thus far approved the Commission's recommendations without change; therefore, you would be well served to begin the process of obtaining approvals and permits that may be required for the project.

Your DNR Grant Manager is Audrey Mularie. Audrey is copied here and will be in contact with you to complete the contracting process as we get a little further along in the session.

We will have a media advisory template which you can use to announce the award recommendation, look for that to arrive in your inbox in coming days.

As the Commission's recommendations move through the legislative process, please remember that no funds, neither grant nor match, may be expended prior to a fully executed agreement with the DNR. The grant funds are not encumbered until July 1, 2023, and it does take some time to complete the contract process, as you're aware.

Again Scott, our congratulations on your successful funding application, we're looking forward to seeing the improvements at Plum Creek Park, the access improvements will be great. Please do not hesitate to reach out to me, Joe, Audrey or your District 5 Commissioner copied here, if you have any questions.

Best regards,

Renee Mattson  
Executive Director  
Greater Minnesota Regional Parks and Trails Commission

cc: Rick Anderson  
Audrey Mularie  
Joe Czapiewski

**REDWOOD COUNTY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of May, 2024 (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (the “County”), 403 South Mill Street Street, Redwood, Minnesota 56283, and Toltz, King, Duvall, Anderson and Associates, Inc. (the “Consultant”), 444 Cedar Street, Suite 1500, Saint Paul, Minnesota 55101.

WHEREAS, the County is in need of design, bidding, and construction administration services including Architecture and Engineering service in connection with the proposed improvements at Plum Creek County Park (the “Project”); and

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

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

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

**AGREEMENT**

1. TERM.

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

2. DUTIES OF THE CONSULTANT.

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

2.2 Personnel. All work the Consultant is to perform shall be performed by competent and qualified personnel. Steven Foss will have primary responsibility for performing the work under this Agreement on behalf of the Consultant and will serve as the Consultant’s primary contact with the County. The Consultant shall not change the

person primarily responsible for performing the work under this Agreement without the prior written approval of the County's Authorized Representative.

2.3 Project Timing. The Consultant shall not start work on the Project until the Consultant has received from the County's Authorized Representative written notice to proceed. All work and services required by this Agreement shall be completed in accordance with the schedule attached hereto as **Exhibit B**. The Consultant acknowledges that the time within which services must be rendered is of primary importance to the County and is of the essence to this Agreement. All services and information to be performed or furnished under this Agreement shall be performed or furnished as promptly as possible.

2.4 Final Documents. The Consultant shall provide all documentation of the work to be performed under this Agreement. The documents shall be furnished in a format acceptable to the County. Upon completion of the work, the Consultant shall also deliver to the County copies of all correspondence, drawings, reports and all other documents either generated by or received by the Consultant in the performance of the work and services required by this Agreement.

2.5 Standard of Care and Liability for Work. In performing the work under this Agreement, the Consultant will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota.

3. ITEMS PROVIDED BY THE COUNTY.

After authorizing the Consultant to begin work, the County will furnish any data or materials in its possession relating to the Project that may be of use to the Consultant in performing the work. The Consultant shall make an analysis of all data and information furnished by the County. 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 \$ 37,950 (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:

TKDA  
ATTN: Steve D. Foss  
444 Cedar Street, Suite 1500  
Saint Paul, MN 55101

5. AUTHORIZED REPRESENTATIVE.

Nick Brozek shall serve as the Authorized Representative of the County and as the liaison with the Consultant. The County shall have the right to change its Authorized Representative from time to time and shall inform the Consultant of any such change. The Authorized Representative shall have the express authority to make all contacts with the Consultant on behalf of the County and to instruct the Consultant to perform the various services described in this Agreement. The Consultant shall submit reports, invoices and other materials prepared pursuant to this Agreement to the County's Authorized Representative, by mailing or delivering them to:

Redwood County Environmental Office  
ATTN: Nick Brozek  
P. O. Box 130  
Redwood Falls, MN 56283

6. RELATIONSHIP BETWEEN THE PARTIES.

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

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

7. INSURANCE AND INDEMNIFICATION.

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

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

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

8. RECORDS AND INFORMATION.

8.1 Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, and other work prepared or furnished by Consultant pursuant to this Agreement are work products of the County and shall be the property of the County. Consultant represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant shall furnish the County with all products upon completion of the work, and at any other time as requested by the County. Consultant may retain copies of all such work products and related documents, but Consultant may not use the work products and related documents for any purpose not related to the Project without the County's consent. No reports, documents, or other information that are generated under this Agreement shall be released by Consultant except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

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

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

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

9. AUDIT.

Consultant shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Consultant

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

10. NOTICE.

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

11. DISPUTES.

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

12. TERMINATION AND SUSPENSION.

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

12.2 County Termination and Suspension Without Cause. The County may terminate this Agreement without cause by giving at least 30 days written notice to the

Consultant. Upon receipt of a notice of such termination, the Consultant shall take all action necessary to discontinue work or further commit County funds.

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

12.4 Consultant Termination Without Cause. The Consultant may terminate this Agreement without cause by giving at least 30 days written notice to the County. Upon County's receipt of a notice of such termination, the Consultant shall cease all work on the Project and provide all documents pertaining to the Project to the County as soon as is reasonably feasible, but not longer than five (5) business dates from the County's receipt of the notice of termination.

12.5 Payment upon Termination and Suspension With or Without Cause. The Consultant shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the County.

13. SURVIVAL.

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

14. GENERAL PROVISIONS.

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

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



for and obtain all licenses required by any governmental agency for the provision of those services contemplated herein.

14.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Redwood. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

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

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

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

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

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

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

*[Signature page follows.]*

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

**REDWOOD COUNTY**

**Toltz, King, Duvall, Anderson and Associates, Inc.**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

APPROVED AS TO FORM:

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

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

## EXHIBIT A

**See: Revised** Proposal for Design, Bidding and Construction Administration Services, Plum Creek County Park, Redwood County, Minnesota

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

## 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 12/31/24.

TASK	May	June	July	August	September	October	November	December
Project Management & Meetings	❶	❷	❸	❸	❸	❸	❸	❹
Design								
Bidding & Construction Administration								

- ❶ Kick-off Meeting
- ❷ Design Review Meetings
- ❸ Construction Meetings
- ❹ Substantial Completion Walk-through

**EXHIBIT C**

**COMPENSATION**

The County shall pay Consultant per the chart below 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.

<b>SECTION III Tasks</b>	<b>Amount</b>
Project Management & Meetings	\$3,600
Final Design	\$24,500
Bidding and Construction Administration	\$9,850
<b>Total Amount</b>	<b>\$37,950</b>

## EXHIBIT D

### INSURANCE REQUIREMENTS

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

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
  - a. General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). 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.

## ROAD & BRIDGE AGENDA

May 7, 2024

0. Budget Report
1. Approve April Bills
2. Construction Update
3. PLSS Grant Award Notice



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	5/7/2024	<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
Budget Report		<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:**

for information budget report is attached

**Background Information:**

.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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

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



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2024

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Budget	Percent of Year % of BDG
301 DEPT					33%
ROAD & BRIDGE ADMINISTRATION					
REVENUES					
03-301-000-0000-5001		0.00	354.12	2,768,162.00-	0-
03-301-000-0000-5015		32,877.52-	109,661.27-	360,000.00-	30
03-301-000-0000-5016		92,279.91-	111,291.45-	1,174,000.00-	9
03-301-000-0000-5020		0.00	5.14-	6.00-	86
03-301-000-0000-5201		0.00	0.00	435,000.00-	0
03-301-000-0000-5205		0.00	0.00	7,405.00-	0
03-301-000-0000-5208		0.00	0.00	66,936.00-	0
03-301-000-0000-5225		0.00	0.00	2,601,531.00-	0
03-301-000-0000-5230		0.00	0.00	1,511,000.00-	0
03-301-000-0000-5235		0.00	720,556.00-	728,000.00-	99
03-301-000-0000-5240		0.00	1,109,122.50-	2,302,595.00-	48
03-301-000-0000-5242		0.00	174,908.00-	319,121.00-	55
03-301-000-0000-5244		0.00	3,068,448.34-	3,462,813.00-	89
03-301-000-0000-5246		0.00	24,012.14-	478,724.00-	5
03-301-000-0000-5333		0.00	376,016.67-	2,609,658.00-	14
03-301-000-0000-5455		0.00	0.00	450,680.00-	0
03-301-000-0000-5502		0.00	0.00	13,850.00-	0
03-301-000-0000-5503		800.00-	800.00-	23,600.00-	3
03-301-000-0000-5850		9,125.93-	24,292.45-	158,920.00-	15
03-301-000-0000-5920		11,538.50-	14,049.50-	100,000.00-	14
EXPENDITURES					
03-301-000-0000-6103		12,992.80	84,453.20	340,411.00	25
03-301-000-0000-6113		0.00	0.00	58.00	0
03-301-000-0000-6153		2,117.50	14,913.07	49,122.00	30
03-301-000-0000-6163		974.46	6,333.99	25,531.00	25
03-301-000-0000-6172		0.00	36,897.00	37,000.00	100
03-301-000-0000-6175		759.85	4,965.66	21,106.00	24
03-301-000-0000-6176		177.71	1,161.32	4,936.00	24
03-301-000-0000-6202		1,119.93	6,104.93	19,971.00	31
03-301-000-0000-6210		0.00	164.79	2,626.00	6
03-301-000-0000-6230		1,430.00	1,523.01	2,039.00	75
03-301-000-0000-6235		1,245.78	2,936.75	20,610.00	14
03-301-000-0000-6241		0.00	0.00	65.00	0
03-301-000-0000-6242		0.00	2,808.00	5,925.00	47

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



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2024

Report Basis: Modified Accrual

3 FUND ROAD AND BRIDGE				Percent of Year	33%	
Account Number	Status	Quarter To Date	Year To Date	Budget	% of BDG	
03-301-000-0000-6262	STATE AUDIT	0.00	0.00	125.00	0	
03-301-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	0.00	8,103.00	14,649.00	55	
03-301-000-0000-6310	OFFICE EQUIPMENT REPAIR & MAINT.	176.94	297.86	3,135.00	10	
03-301-000-0000-6331	MILEAGE	0.00	0.00	347.00	0	
03-301-000-0000-6332	STAFF DEVELOPMENT	0.00	1,775.00	7,182.00	25	
03-301-000-0000-6334	LODGING & EXPENSE	367.92	1,161.90	1,880.00	62	
03-301-000-0000-6351	INSURANCE-PROPERTY & LIABILITY	578.00	98,229.00	97,500.00	101	
03-301-000-0000-6401	OFFICE SUPPLIES	60.00	1,150.66	6,694.00	17	
03-301-000-0000-6507	MISCELLANEOUS EXPENSES	6.00	1,238.50	1,415.00	88	
03-301-000-0000-6891	EXP REIMBURSEMENTS - EXTERNAL	38.50	403.02	9,642.00	4	
<b>301 DEPT</b>	<b>Totals ROAD &amp; BRIDGE ADMINISTRATION</b>	<b>Revenue</b>	<b>146,621.86-</b>	<b>5,732,809.34-</b>	<b>19,572,001.00-</b>	<b>29</b>
		<b>Expend.</b>	<b>21,968.39</b>	<b>273,814.62</b>	<b>652,685.00</b>	<b>42</b>
		<b>Net</b>	<b>124,653.47-</b>	<b>5,458,994.72-</b>	<b>18,919,316.00-</b>	<b>29</b>
<b>310 DEPT</b>	<b>HIGHWAY MAINTENANCE</b>					
----- REVENUES -----						
03-310-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	9,845.00-	0	
03-310-000-0000-5301	STATE GRANTS	332.57-	332.57-	0.00	0	
----- EXPENDITURES -----						
03-310-000-0000-6103	SALARIES & WAGES-REGULAR	39,317.60	255,564.44	1,099,080.00	23	
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	3,959.74	11,403.06	38,199.00	30	
03-310-000-0000-6113	MEAL EXPENSE-TAXABLE	77.57	132.36	120.00	110	
03-310-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	11,002.00	77,014.00	287,066.00	27	
03-310-000-0000-6163	PERA-COUNTY SHARE	3,245.80	20,022.55	85,296.00	23	
03-310-000-0000-6175	FICA-COUNTY SHARE	2,488.79	15,364.82	72,956.00	21	
03-310-000-0000-6176	MEDICARE-COUNTY SHARE	582.04	3,593.35	17,062.00	21	
03-310-000-0000-6202	TELEPHONE/FAX EXPENSE	30.00	120.00	360.00	33	
03-310-000-0000-6292	CONTRACT PAYMENTS	0.00	0.00	106,184.00	0	
03-310-000-0000-6341	EQUIPMENT RENTAL	19,261.93	19,261.93	155,000.00	12	
03-310-000-0000-6501	ROAD MAINTENANCE SUPPLIES & MATERIALS	13,438.59	59,084.94	990,242.00	6	
03-310-000-0000-6507	MISCELLANEOUS EXPENSES	896.31	2,161.86	16,956.00	13	
03-310-000-0000-6508	TOWN ROAD DISTRIBUTION	0.00	720,556.00	728,000.00	99	
03-310-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)	645,825.80	1,254,561.03	935,312.00	134	
<b>310 DEPT</b>	<b>Totals HIGHWAY MAINTENANCE</b>	<b>Revenue</b>	<b>332.57-</b>	<b>332.57-</b>	<b>9,845.00-</b>	<b>3</b>
		<b>Expend.</b>	<b>740,126.17</b>	<b>2,438,840.34</b>	<b>4,571,259.00</b>	<b>53</b>
		<b>Net</b>	<b>739,793.60</b>	<b>2,438,507.77</b>	<b>4,561,414.00</b>	<b>53</b>
<b>320 DEPT</b>	<b>HIGHWAY CONSTRUCTION &amp; ENGINEERING</b>					

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



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2024

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Budget	Percent of Year % of BDG	
----- REVENUES -----						
03-320-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	19,164.00-	99,164.00-	160,000.00-	62	
----- EXPENDITURES -----						
03-320-000-0000-6103	SALARIES & WAGES-REGULAR	8,940.01	58,110.02	234,228.00	25	
03-320-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	0.00	13,500.00	0	
03-320-000-0000-6107	SALARIES & WAGES-OVERTIME	0.00	0.00	20,949.00	0	
03-320-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	51.29	47.00	109	
03-320-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	2,693.00	19,167.32	66,408.00	29	
03-320-000-0000-6163	PERA-COUNTY SHARE	670.50	4,358.25	19,138.00	23	
03-320-000-0000-6175	FICA-COUNTY SHARE	487.79	3,216.90	16,658.00	19	
03-320-000-0000-6176	MEDICARE-COUNTY SHARE	114.08	752.34	3,896.00	19	
03-320-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	73,505.92	194,654.35	1,007,618.00	19	
03-320-000-0000-6292	CONTRACT PAYMENTS	35,743.26	207,792.23-	12,680,279.00	-2-	
03-320-000-0000-6295	CSAH BONDING CONTRACT PAYMENTS	0.00	0.00	4,775,288.00	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 & SUPPLIES	0.00	2,219.97	48,000.00	5	
----- REVENUES -----						
03-320-000-2720-5249	INTERGOVERNMENTAL REIM	0.00	420,075.00-	522,400.00-	80	
----- EXPENDITURES -----						
03-320-000-2720-6702	PRINCIPAL PAYMENTS 2021A BONDS	0.00	310,000.00	310,000.00	100	
03-320-000-2720-6705	INTEREST PAYMENTS 2021A BONDS	0.00	110,075.00	212,400.00	52	
----- REVENUES -----						
03-320-000-2723-5710	2023A GENERAL OBLIGATION BONDS INTEREST	0.00	4,166.67-	0.00	0	
<b>320 DEPT</b>	<b>Totals HIGHWAY CONSTRUCTION &amp; ENGINEERING</b>	<b>Revenue</b>	<b>19,164.00-</b>	<b>523,405.67-</b>	<b>682,400.00-</b>	<b>77</b>
		<b>Expend.</b>	<b>122,154.56</b>	<b>494,813.21</b>	<b>19,548,409.00</b>	<b>3</b>
		<b>Net</b>	<b>102,990.56</b>	<b>28,592.46-</b>	<b>18,866,009.00</b>	<b>0-</b>
<b>330 DEPT</b>	<b>EQUIPMENT MAINTENANCE &amp; SHOP</b>					
----- REVENUES -----						
03-330-000-0000-5980	INSURANCE RECOVERIES	0.00	69,995.79-	0.00	0	
----- EXPENDITURES -----						
03-330-000-0000-6103	SALARIES & WAGES-REGULAR	4,719.20	20,126.80	137,309.00	15	
03-330-000-0000-6107	SALARIES & WAGES-OVERTIME	801.63	1,625.53	5,010.00	32	
03-330-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	498.50	3,489.50	24,561.00	14	
03-330-000-0000-6163	PERA-COUNTY SHARE	414.06	1,631.42	10,674.00	15	
03-330-000-0000-6175	FICA-COUNTY SHARE	334.76	1,303.48	8,824.00	15	
03-330-000-0000-6176	MEDICARE-COUNTY SHARE	78.29	304.85	2,064.00	15	

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4/29/24 7:34AM

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



REVENUES & EXPENDITURES BUDGET REPORT As of 04/2024

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year	
				Budget	% of BDG
03-330-000-0000-6251	UTILITIES	5,394.38	16,487.16	81,619.00	20
03-330-000-0000-6305	BLDG - REPAIRS & MAINTENANCE	12,028.17	77,909.71	89,486.00	87
03-330-000-0000-6306	MAINTENANCE - EQUIPMENT	8,050.00	12,148.02	29,475.00	41
03-330-000-0000-6332	STAFF DEVELOPMENT	0.00	0.00	220.00	0
03-330-000-0000-6502	SHOP MATERIALS & SUPPLIES	1,859.76	11,632.81	72,185.00	16
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES	22,352.59	58,442.28	239,296.00	24
03-330-000-0000-6504	FUEL	6,610.16	62,844.67	462,526.00	14
330 DEPT	Totals EQUIPMENT MAINTENANCE & SHOP	Revenue 0.00	69,995.79-	0.00	0
		Expend. 63,141.50	267,946.23	1,163,249.00	23
		Net 63,141.50	197,950.44	1,163,249.00	17
3 FUND	Totals ROAD AND BRIDGE	Revenue 166,118.43-	6,326,543.37-	20,264,246.00-	31
		Expend. 947,390.62	3,475,414.40	25,935,602.00	13
		Net 781,272.19	2,851,128.97-	5,671,356.00	50-
FINAL TOTALS	93 Accounts	Revenue 166,118.43-	6,326,543.37-	20,264,246.00-	31
		Expend. 947,390.62	3,475,414.40	25,935,602.00	13
		Net 781,272.19	2,851,128.97-	5,671,356.00	50-

Anthony Sellner 5/1/24  
Anthony Sellner, Co. Engr. Date



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	5/7/2024	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	Next Available		
<b>Discussion Item:</b>		<b>Presenter:</b>	Anthony Sellner, County Highway Engineer
Approve April bills		<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 April 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  
5/1/24 5:22PM  
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
3	1591 ALBERTSON/DYLAN 03-310-000-0000-6507		200.00	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	1591 ALBERTSON/DYLAN		200.00	1 Transactions			
4	32437 ANDERSON ELECTRIC OF LAMBERTON INC 03-330-000-0000-6305		264.12	Install Conduit for Lambertson	43536	BLDG - REPAIRS & MAINTENANCE	N
5	03-330-000-0000-6305		160.00	Walnut Grove Ins Claim #24PC02	43547	BLDG - REPAIRS & MAINTENANCE	N
6	03-330-000-0000-6305		568.71	Wire new Lambertson Shop Heater	43598	BLDG - REPAIRS & MAINTENANCE	N
	32437 ANDERSON ELECTRIC OF LAMBERTON INC		992.83	3 Transactions			
1	2950 AQUARIUS HOME SERVICES 03-330-000-0000-6305		149.00	Water Softner - Service Call	1502016700	BLDG - REPAIRS & MAINTENANCE	Y
2	03-330-000-0000-6305		1,446.00	Repairs & Maint on Water Softn	1502917333	BLDG - REPAIRS & MAINTENANCE	Y
	2950 AQUARIUS HOME SERVICES		1,595.00	2 Transactions			
7	2940 ARAMARK 03-330-000-0000-6502		186.81	Shop Uniforms/Mats/Shop Towels		SHOP MATERIALS & SUPPLIES	N
	2940 ARAMARK		186.81	1 Transactions			
11	76720 AUTO VALUE OF REDWOOD FALLS 03-330-000-0000-6502		431.28	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
8	03-330-000-0000-6503		854.96	Waterpump, Radiator & Clutchs		EQUIPMENT REPAIR PARTS & SUPP	N
9	03-330-000-0000-6503		226.98	Oil		EQUIPMENT REPAIR PARTS & SUPP	N
10	03-330-000-0000-6503		93.14	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS		1,606.36	4 Transactions			
12	7570 BOLTON & MENK INC 03-320-000-0000-6291		482.00	Engineering Fees	0333305	PROFESSIONAL & TECHNICAL SER	N
13	03-320-000-0000-6291		9,364.00	Engineering Fees	0333851	PROFESSIONAL & TECHNICAL SER	N
14	03-320-000-0000-6291		1,638.00	Engineering Fees	0333852	PROFESSIONAL & TECHNICAL SER	N
	7570 BOLTON & MENK INC		11,484.00	3 Transactions			
15	11970 CINTAS CORPORATION 03-330-000-0000-6502		106.41	First Aid Supplies	5205617486	SHOP MATERIALS & SUPPLIES	N
	11970 CINTAS CORPORATION		106.41	1 Transactions			
16	13055 COLUMN SOFTWARE PBC 03-301-000-0000-6230		175.41	ROW Posting & Spraying		PRINTING & PUBLISHING	N
	13055 COLUMN SOFTWARE PBC		175.41	1 Transactions			

IFX  
5/1/24 5:22PM  
3 ROAD AND BRIDGE

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
17	13242 COUNTRY ENTERPRISES INC		67.50	Door Decals	85205	ROAD MAINTENANCE SUPPLIES & M	N
	03-310-000-0000-6501						
	13242 COUNTRY ENTERPRISES INC		67.50		1 Transactions		
18	14080 CRYSTEEL TRUCK EQUIPMENT INC		1,119.61	Rear Fenders & Weatherguard To	L32402A	EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503						
	14080 CRYSTEEL TRUCK EQUIPMENT INC		1,119.61		1 Transactions		
19	18802 DUININCK INC		5,611.23	Gravel		ROAD MAINTENANCE SUPPLIES & M	N
	03-310-000-0000-6501						
20	18802 DUININCK INC		8,206.08	Gravel	559095	ROAD MAINTENANCE SUPPLIES & M	N
	03-310-000-0000-6501						
	18802 DUININCK INC		8,206.08		2 Transactions		
21	20730 ECOWATER SYSTEMS OF REDWOOD FALL		39.00	Office Supplies	119781	OFFICE SUPPLIES	N
	03-301-000-0000-6401						
	20730 ECOWATER SYSTEMS OF REDWOOD FALL		39.00		1 Transactions		
22	21500 ELECTRIC MOTOR COMPANY		27.94	LP Fill		EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503						
23	21500 ELECTRIC MOTOR COMPANY		139.00	Charger	141027	SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502						
24	21500 ELECTRIC MOTOR COMPANY		369.95	Jump Starter	141134	SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502						
	21500 ELECTRIC MOTOR COMPANY		536.89		3 Transactions		
26	24589 FARMWARD COOPERATIVE		390.00	DEF - Wabasso	11060390	SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502						
27	24589 FARMWARD COOPERATIVE		438.75	DEF - Redwood	11060391	SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502						
28	24589 FARMWARD COOPERATIVE		61.75	LP Fill	11061528	ROAD MAINTENANCE SUPPLIES & M	N
	03-310-000-0000-6501						
29	24589 FARMWARD COOPERATIVE		61.75	LP Fill	11063443	ROAD MAINTENANCE SUPPLIES & M	N
	03-310-000-0000-6501						
30	24589 FARMWARD COOPERATIVE		61.75	LP Fill	11064794	ROAD MAINTENANCE SUPPLIES & M	N
	03-310-000-0000-6501						
	24589 FARMWARD COOPERATIVE		1,014.00		5 Transactions		
31	24594 FASTENAL COMPANY		123.96	Repair Parts	101838	EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503						
	24594 FASTENAL COMPANY		123.96		1 Transactions		
25	26133 FLUID-AIRE DYNAMICS INC		1,317.12	Service Shop Air Compressor	INV88201	SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502						
	26133 FLUID-AIRE DYNAMICS INC		1,317.12		1 Transactions		
	03-330-000-0000-6502						
	26517 FORCE AMERICAN DISTRIBUTING LLC						

IFX  
5/1/24 5:22PM  
3 ROAD AND BRIDGE

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
32	03-330-000-0000-6503		46.03	Rocker Switch		EQUIPMENT REPAIR PARTS & SUPP	N
33	03-330-000-0000-6503		23.02	Rocker Switch	1822486	EQUIPMENT REPAIR PARTS & SUPP	N
	<b>26517 FORCE AMERICAN DISTRIBUTING LLC</b>		<b>69.05</b>		2 Transactions		
	<b>26651 FRONTIER PRECISION, INC</b>						
34	03-320-000-0000-6505		810.00	Survey Equip Maint	295572	ENG. & CONST.MATERIALS & SUPPI	N
35	03-320-000-0000-6505		67.50	Survey Equip Maint	295651	ENG. & CONST.MATERIALS & SUPPI	N
36	03-320-000-0000-6505		67.50	Survey Equip Maint	295653	ENG. & CONST.MATERIALS & SUPPI	N
37	03-320-000-0000-6505		1,226.00	Paint	297793	ENG. & CONST.MATERIALS & SUPPI	N
	<b>26651 FRONTIER PRECISION, INC</b>		<b>2,171.00</b>		4 Transactions		
	<b>27427 G &amp; R ELECTRIC INC</b>						
38	03-330-000-0000-6305		724.16	Install Emergency Shut Off on	39679	BLDG - REPAIRS & MAINTENANCE	N
	<b>27427 G &amp; R ELECTRIC INC</b>		<b>724.16</b>		1 Transactions		
	<b>30315 GOODYEAR UPHOLSTERY</b>						
39	03-330-000-0000-6306		30.00	Truck Seat Repair	30513	MAINTENANCE - EQUIPMENT	Y
	<b>30315 GOODYEAR UPHOLSTERY</b>		<b>30.00</b>		1 Transactions		
	<b>43095 JOHN DEERE FINANCIAL</b>						
40	03-330-000-0000-6503		1,365.90	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	<b>43095 JOHN DEERE FINANCIAL</b>		<b>1,365.90</b>		1 Transactions		
	<b>45745 KECK TREE SERVICE</b>						
42	03-310-000-0000-6501		28,450.00	Tree Clearing		ROAD MAINTENANCE SUPPLIES & M	Y
	<b>45745 KECK TREE SERVICE</b>		<b>28,450.00</b>		1 Transactions		
	<b>48215 KOKESCH/ROBIN</b>						
41	03-301-000-0000-6332		27.01	MCHA Conference Meal Reimburse		STAFF DEVELOPMENT	N
	<b>48215 KOKESCH/ROBIN</b>		<b>27.01</b>		1 Transactions		
	<b>50921 LEACH/JOSHUA</b>						
43	03-310-000-0000-6507		200.00	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	<b>50921 LEACH/JOSHUA</b>		<b>200.00</b>		1 Transactions		
	<b>53227 LOFFLER COMPANIES INC</b>						
44	03-301-000-0000-6310		123.62	Copier Maint Contract		OFFICE EQUIPMENT REPAIR & MAIN	N
	<b>53227 LOFFLER COMPANIES INC</b>		<b>123.62</b>		1 Transactions		
	<b>55610 M-R SIGN CO INC</b>						

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



IFX  
5/1/24 5:22PM  
3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
45	03-310-000-0000-6501			2,746.15	Signs		ROAD MAINTENANCE SUPPLIES & M	N
46	03-310-000-0000-6501			291.60	Signs	223474	ROAD MAINTENANCE SUPPLIES & M	N
47	03-310-000-0000-6501			291.60	Signs	223598	ROAD MAINTENANCE SUPPLIES & M	N
48	03-310-000-0000-6501			1,695.48	Sign Shop Supplies	223679	ROAD MAINTENANCE SUPPLIES & M	N
49	03-310-000-0000-6501			153.08	Signs	223756	ROAD MAINTENANCE SUPPLIES & M	N
	<b>55610 M-R SIGN CO INC</b>			<b>5,177.91</b>		5 Transactions		
	<b>56665 MIDSTATES EQUIPMENT &amp; SUPPLY INC</b>							
51	03-330-000-0000-6503			825.00	Pump Motor	224241	EQUIPMENT REPAIR PARTS & SUPP	N
52	03-330-000-0000-6503			276.00	Relay w/Diodes	224347	EQUIPMENT REPAIR PARTS & SUPP	N
	<b>56665 MIDSTATES EQUIPMENT &amp; SUPPLY INC</b>			<b>1,101.00</b>		2 Transactions		
	<b>56913 MIDWEST SUPPLY OF TRACY INC</b>							
53	03-310-000-0000-6501			25.99	Mail Box	23004	ROAD MAINTENANCE SUPPLIES & M	N
	<b>56913 MIDWEST SUPPLY OF TRACY INC</b>			<b>25.99</b>		1 Transactions		
	<b>57911 MINNESOTA COUNTY ENGINEER ASSOCIA'</b>							
50	03-301-000-0000-6242			625.00	2024 NACE & MCEA Dues		DUES	N
	<b>57911 MINNESOTA COUNTY ENGINEER ASSOCIA'</b>			<b>625.00</b>		1 Transactions		
	<b>57397 MN DEPT OF TRANSPORTATION</b>							
56	03-320-000-0000-6291			111.25	Pavement Testing	789364	PROFESSIONAL & TECHNICAL SER	N
54	03-320-000-0000-6291			558.99	Equipment Calibration	P00018464	PROFESSIONAL & TECHNICAL SER	N
55	03-320-000-0000-6291			35.96	Materials Testing & Inspection	P00018464	PROFESSIONAL & TECHNICAL SER	N
	<b>57397 MN DEPT OF TRANSPORTATION</b>			<b>706.20</b>		3 Transactions		
	<b>61750 NEW CENTURY PRESS INC</b>							
57	03-301-000-0000-6230			54.00	Road Right of Way	465907	PRINTING & PUBLISHING	N
	<b>61750 NEW CENTURY PRESS INC</b>			<b>54.00</b>		1 Transactions		
	<b>63540 NORTH CENTRAL INTERNATIONAL INC</b>							
58	03-330-000-0000-6503			576.69	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	<b>63540 NORTH CENTRAL INTERNATIONAL INC</b>			<b>576.69</b>		1 Transactions		
	<b>63622 NORTHERN SAFETY TECHNOLOGY INC</b>							
59	03-330-000-0000-6503			286.93	Replacement Backrack	57332	EQUIPMENT REPAIR PARTS & SUPP	N
	<b>63622 NORTHERN SAFETY TECHNOLOGY INC</b>			<b>286.93</b>		1 Transactions		
	<b>63625 NORTHERN STATES SUPPLY INC</b>							
60	03-330-000-0000-6502			287.50	Shop Supplies		SHOP MATERIALS & SUPPLIES	N

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



IFX  
5/1/24 5:22PM  
3 ROAD AND BRIDGE

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

Page 6

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
63625	NORTHERN STATES SUPPLY INC			287.50				
					1 Transactions			
61	64521 OLSON CHEVROLET			80.50	Filters		EQUIPMENT REPAIR PARTS & SUPP	N
62	03-330-000-0000-6503			20.02	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	64521 OLSON CHEVROLET			100.52				
					2 Transactions			
64	69405 PANITZKE/MICHAEL			164.95	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	03-310-000-0000-6507			164.95				
	69405 PANITZKE/MICHAEL				1 Transactions			
65	71300 PITNEY BOWES GLOBAL			164.79	Postage Machine Lease		POSTAGE	N
	03-301-000-0000-6210			164.79				
	71300 PITNEY BOWES GLOBAL				1 Transactions			
63	71350 PIZZA RANCH			270.32	Safety Training		STAFF DEVELOPMENT	N
	03-301-000-0000-6332			270.32				
	71350 PIZZA RANCH				1 Transactions			
66	71900 PLUNKETT'S PEST CONTROL INC			379.09	Wabasso Rodent Control	8516212	BLDG - REPAIRS & MAINTENANCE	N
	03-330-000-0000-6305			379.09				
	71900 PLUNKETT'S PEST CONTROL INC				1 Transactions			
67	76028 RECK/JACQUELINE			28.90	MCHA Conference Meal Reimburse		STAFF DEVELOPMENT	N
	03-301-000-0000-6332			28.90				
	76028 RECK/JACQUELINE				1 Transactions			
68	76038 RED ROCK QUARRY INC			450.75	Seal Coat Chips	12836	ENG. & CONST.MATERIALS & SUPPI	N
69	03-320-000-0000-6505			3,263.37	Seal Coat Chips	12892	ENG. & CONST.MATERIALS & SUPPI	N
	76038 RED ROCK QUARRY INC			3,714.12				
					2 Transactions			
70	76758 REDWOOD TIRE SERVICE			350.00	Labor to Install Tires		MAINTENANCE - EQUIPMENT	Y
	03-330-000-0000-6306			1,550.00	Tires	11595	EQUIPMENT REPAIR PARTS & SUPP	Y
71	03-330-000-0000-6503			20.00	Change Rim	11832	MAINTENANCE - EQUIPMENT	Y
72	03-330-000-0000-6306			1,920.00				
	76758 REDWOOD TIRE SERVICE				3 Transactions			
73	76932 RESERVE ACCOUNT			700.00	Postage for Postage Meter		POSTAGE	N
	03-301-000-0000-6210							

IFX  
5/1/24 5:22PM  
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
76932	RESERVE ACCOUNT			700.00		1 Transactions		
74	78815 RSS GROUP INTERNATIONAL INC			310.55	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
75	03-330-000-0000-6502			440.12	Wrenches, Drill Bit Set		SHOP MATERIALS & SUPPLIES	N
	78815 RSS GROUP INTERNATIONAL INC			750.67		2 Transactions		
78	79500 RUNNINGS FARM & FLEET			88.46	Engineering Supplies		ENG. & CONST.MATERIALS & SUPPLI	N
77	03-320-000-0000-6505			60.86	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
76	03-330-000-0000-6502			19.48	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	79500 RUNNINGS FARM & FLEET			168.80		3 Transactions		
80	80075 SAFETY-KLEEN SYSTEMS INC			135.48	Parts Washer		SHOP MATERIALS & SUPPLIES	N
	03-330-000-0000-6502			135.48		1 Transactions		
81	80084 SALFER WELDING MFG & REPAIR LLC			1,755.66	Bracket to Mount Reclaimer on	768150	EQUIPMENT REPAIR PARTS & SUPP	Y
	03-330-000-0000-6503			1,755.66		1 Transactions		
79	81085 SELLNER/ ANTHONY			46.74	Design Meeting		MILEAGE	N
	03-320-000-0000-6331			46.74		1 Transactions		
82	83965 SUMMIT FIRE PROTECTION			75.00	Fire Extinguisher Monitoring	150043162	BLDG - REPAIRS & MAINTENANCE	N
	03-330-000-0000-6305			75.00		1 Transactions		
83	84155 SWANSTON EQUIPMENT CORPORATION			750.25	Repair Parts	P00630	EQUIPMENT REPAIR PARTS & SUPP	N
	03-330-000-0000-6503			750.25		1 Transactions		
86	86020 TBEI INC			251.99	Mud Flaps		EQUIPMENT REPAIR PARTS & SUPP	N
87	03-330-000-0000-6503			126.00	Mud Flaps	LC00088606	EQUIPMENT REPAIR PARTS & SUPP	N
	86020 TBEI INC			377.99		2 Transactions		
84	86590 THE MARKET AT REDWOOD LLC			37.56	Safety Meeting		STAFF DEVELOPMENT	N
	03-330-000-0000-6332							

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



IFX  
5/1/24 5:22PM  
3 ROAD AND BRIDGE

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

Page 8

Vendor	Name	Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
No.	Account/Formula					Paid On Bhf #	On Behalf of Name	
86590	THE MARKET AT REDWOOD LLC		37.56		1 Transactions			
88135	TOTAL GLASS OF REDWOOD FALLS INC							
88	03-330-000-0000-6306		125.00	Windshield Repair		23026	MAINTENANCE - EQUIPMENT	N
88135	TOTAL GLASS OF REDWOOD FALLS INC		125.00		1 Transactions			
88743	TRUCK CENTER COMPANIES							
85	03-330-000-0000-6503		1,032.24	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	Y
88743	TRUCK CENTER COMPANIES		1,032.24		1 Transactions			
89002	TURBES AG SALES & SERVICE LLC							
89	03-330-000-0000-6503		21.52	Tire Repair			EQUIPMENT REPAIR PARTS & SUPP	Y
90	03-330-000-0000-6306		100.48	Tire Repair		27366	MAINTENANCE - EQUIPMENT	Y
89002	TURBES AG SALES & SERVICE LLC		122.00		2 Transactions			
93110	WIDSETH SMITH NOLTING & ASSOCIATES I							
91	03-320-000-0000-6291		2,805.00	Engineering Fees		229678	PROFESSIONAL & TECHNICAL SER	N
92	03-320-000-0000-6291		9,967.50	Engineering Fees		229679	PROFESSIONAL & TECHNICAL SER	N
93	03-320-000-0000-6291		2,352.50	Engineering Fees		229680	PROFESSIONAL & TECHNICAL SER	N
94	03-320-000-0000-6291		310.00	Engineering Fees		229681	PROFESSIONAL & TECHNICAL SER	N
95	03-320-000-0000-6291		480.00	Engineering Fees		229682	PROFESSIONAL & TECHNICAL SER	N
96	03-320-000-0000-6291		950.00	Engineering Fees		229683	PROFESSIONAL & TECHNICAL SER	N
97	03-320-000-0000-6291		3,375.00	Engineering Fees		229684	PROFESSIONAL & TECHNICAL SER	N
98	03-320-000-0000-6291		1,214.99	Engineering Fees		229685	PROFESSIONAL & TECHNICAL SER	N
93110	WIDSETH SMITH NOLTING & ASSOCIATES I		21,454.99		8 Transactions			
94158	WIESE USA INC							
100	03-330-000-0000-6306		49.00	CO2 Testing			MAINTENANCE - EQUIPMENT	N
99	03-330-000-0000-6503		146.94	Muffler			EQUIPMENT REPAIR PARTS & SUPP	N
94158	WIESE USA INC		195.94		2 Transactions			
99290	ZIEGLER INC							
101	03-330-000-0000-6503		130.31	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	N
102	03-330-000-0000-6503		861.42	Door Glass		1429620	EQUIPMENT REPAIR PARTS & SUPP	N
103	03-330-000-0000-6503		611.32	Repair Parts		1452150	EQUIPMENT REPAIR PARTS & SUPP	N
104	03-330-000-0000-6503		861.42	Door Glass		1453788	EQUIPMENT REPAIR PARTS & SUPP	N
105	03-330-000-0000-6306		627.50	Program/Switch Plow Controls		465856	MAINTENANCE - EQUIPMENT	N
99290	ZIEGLER INC		3,091.97		5 Transactions			
<b>3 Fund Total:</b>			<b>108,335.92</b>	<b>ROAD AND BRIDGE</b>		<b>58 Vendors</b>	<b>105 Transactions</b>	

IFX  
5/1/24 5:22PM  
3 ROAD AND BRIDGE

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 9

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
Final Total:		108,335.92	58 Vendors	105 Transactions	



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5/1/24

5:22PM

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

Audit List for Board

**COMMISSIONER'S VOUCHERS ENTRIES**



Page 10

<b>Recap by Fund</b>	<b><u>Fund</u></b>	<b><u>AMOUNT</u></b>	<b><u>Name</u></b>
	3	108,335.92	ROAD AND BRIDGE
<b>All Funds</b>		<b>108,335.92</b>	<b>Total</b>

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	5/7/2024	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	Next		
<b>Discussion Item:</b>		<b>Presenter:</b>	Jeff Bommersbach, Assistant County Highway Engineer
Construction Update		<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:**

No board action required; for information only.

**Background Information:**

The current status of construction projects will be discussed.

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 text box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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

# 2024 Project Map Redwood County, MN

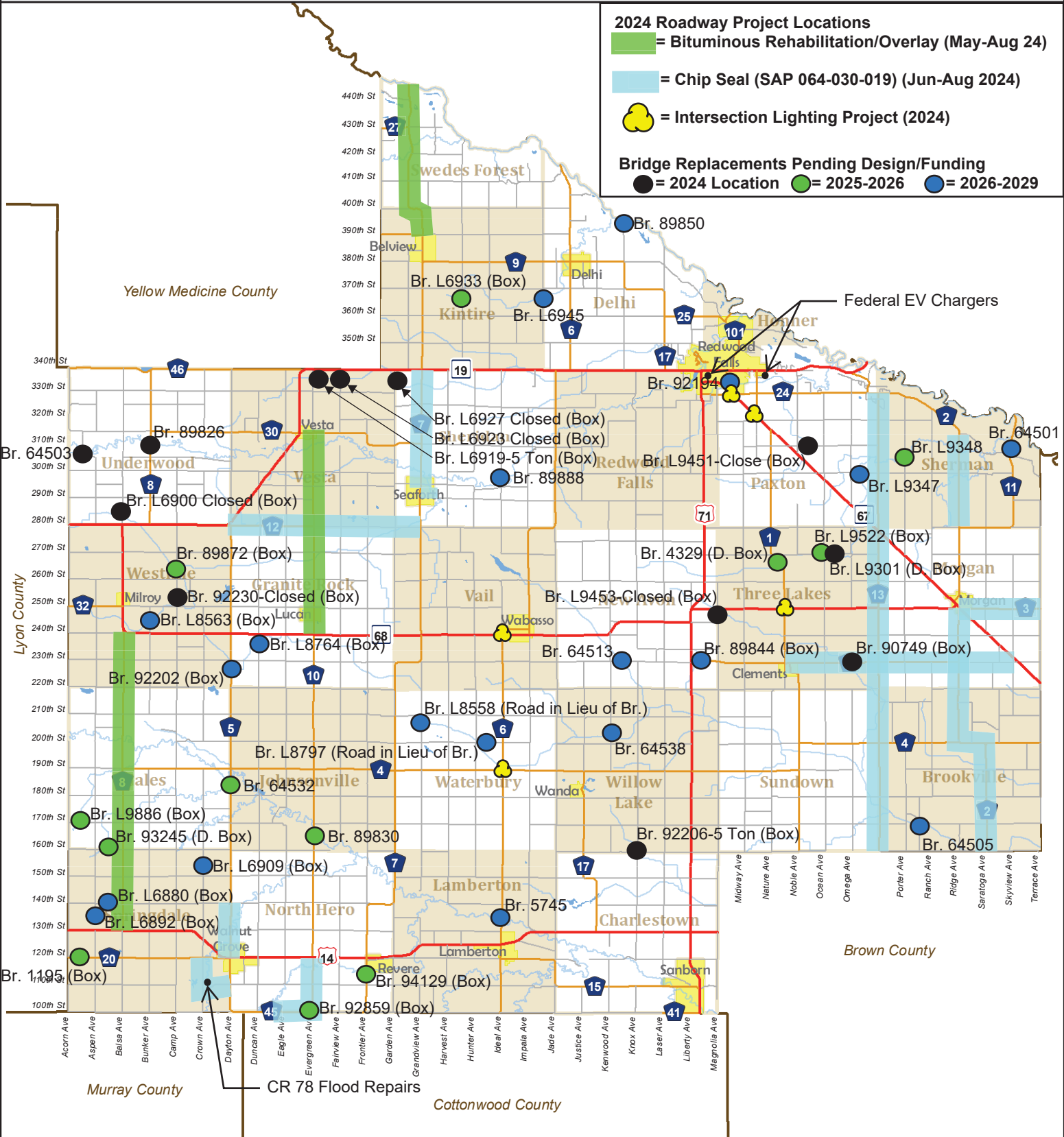
\$10M Bond Option  
04/29/2024

**2024 Roadway Project Locations**

- = Bituminous Rehabilitation/Overlay (May-Aug 24)
- = Chip Seal (SAP 064-030-019) (Jun-Aug 2024)
- = Intersection Lighting Project (2024)

**Bridge Replacements Pending Design/Funding**

- = 2024 Location
- = 2025-2026
- = 2026-2029



Roads	Boundaries	Water
<span style="display:inline-block; width:20px; border-bottom:2px solid red;"></span> Federal and State	<span style="display:inline-block; width:20px; height:10px; background-color:yellow; border:1px solid black;"></span> Cities	<span style="display:inline-block; width:20px; height:10px; background-color:lightblue;"></span> Lakes
<span style="display:inline-block; width:20px; border-bottom:2px solid orange;"></span> County State Aid	<span style="display:inline-block; width:20px; height:10px; background-color:lightyellow; border:1px solid black;"></span> Townships	<span style="display:inline-block; width:20px; border-bottom:1px solid blue;"></span> Rivers
<span style="display:inline-block; width:20px; border-bottom:1px solid gray;"></span> All other County and Township	<span style="display:inline-block; width:20px; height:10px; background-color:lightgray; 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)



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	5/7/2024	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	Next		
<b>Discussion Item:</b>	<b>Presenter:</b> Jeff Bommersbach, Assistant County Highway Engineer		
Public Land Survey System \$300,000 Remonumentation Grant Award	<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:**

None - For information only. On May 1, 2024 Redwood County was notified of winning the maximum amount, \$300,000, to remonument the County's Public Land Survey System.

**Background Information:**

The project will start with section corners on all gravel roadways and open fields in Sundown, Brookville and Morgan Townships – see attached maps.

Pending additional legislative funding and grant awards in future years, we would continue building our section corner records into the rest of 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 \*\***

## Anthony Sellner

---

**From:** Minnesota Geospatial Information Office (MnGeo) MNIT Services  
<administrator@grantinterface.com>  
**Sent:** Wednesday, May 01, 2024 8:07 AM  
**To:** Anthony Sellner  
**Cc:** kory.thurnau@state.mn.us; Vicki Knobloch Kletscher  
**Subject:** Public Land Survey System (PLSS) Monument Grant Program

### SECURITY NOTICE :

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact support.



Dear Anthony Sellner:

Congratulations! The Minnesota Geospatial Information Office (MnGeo) with guidance from the Geospatial Advisory Council's PLSS Preservation Committee, selected your application for PLSS Monument Grant funding. The grant offer is \$300,000.00, but the exact funding may depend on some additional details or clarifications we need before executing the award.

Kory Thurnau, MnGeo Survey Coordinator, will contact you shortly to discuss any additional details we need about your work plan, budget, or assurances. He also will help prepare the Grant Award Notification (GAN), financial reporting, payment request processing, and disseminate the award document. Kory can be reached at [kory.thurnau@state.mn.us](mailto:kory.thurnau@state.mn.us) or by phone at 651-201-1060. Kory will also be conducting a Pre-Award Risk Assessment. He will contact you for any additional information he needs to conduct that assessment.

**Please do not incur any expenditures until the GAN is fully executed. Any expenditures you make prior to the full execution of the GAN will be your sole responsibility to pay.**

Thank you and we look forward to partnering with you on this important work.

### **Alison Slaats**

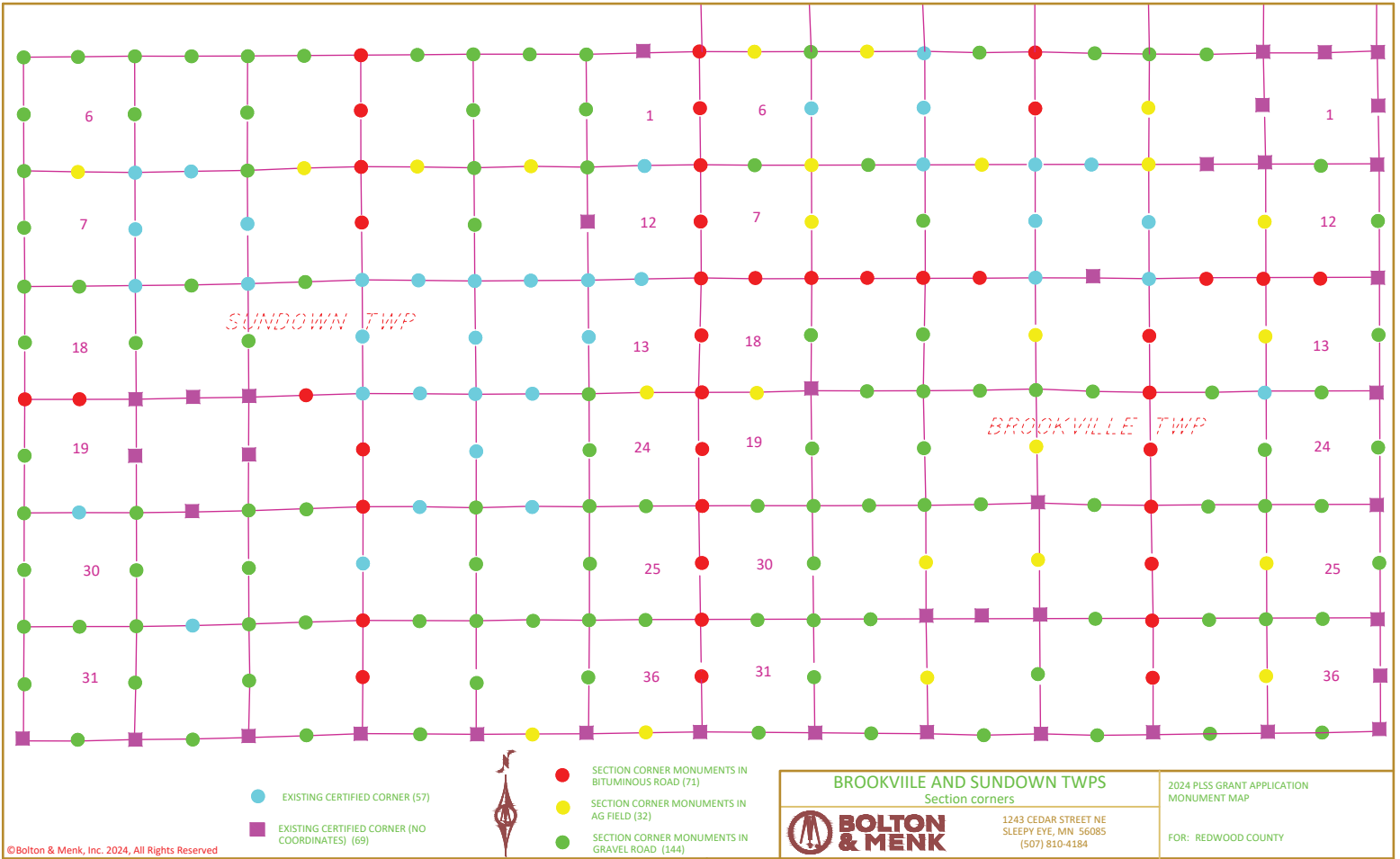
Chief Geospatial Information Officer | State of Minnesota  
Director | Minnesota Geospatial Information Office (MnGeo)

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- EXISTING CERTIFIED CORNER (57)
- EXISTING CERTIFIED CORNER (NO COORDINATES) (69)



- SECTION CORNER MONUMENTS IN BITUMINOUS ROAD (71)
- SECTION CORNER MONUMENTS IN AG FIELD (32)
- SECTION CORNER MONUMENTS IN GRAVEL ROAD (144)

<b>BROOKVILLE AND SUNDOWN TWPS</b> Section corners		2024 PLS GRANT APPLICATION MONUMENT MAP
 <b>BOLTON &amp; MENK</b>	1243 CEDAR STREET NE SLEEPY EYE, MN 56085 (507) 810-4184	FOR: REDWOOD COUNTY



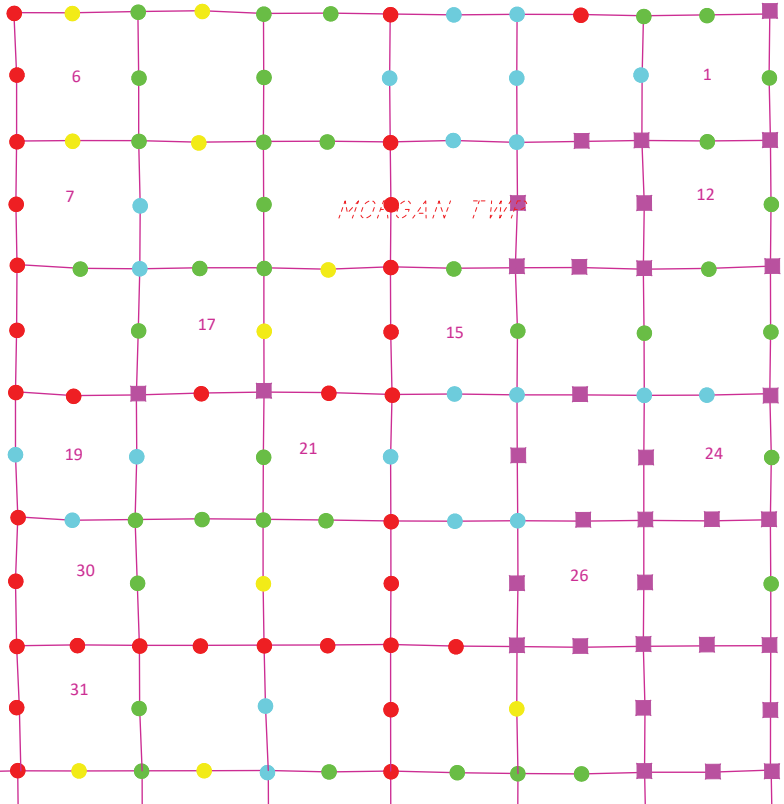
THREE LAKES TWP


MORGAN TWP

- EXISTING CERTIFIED CORNER (57)
- EXISTING CERTIFIED CORNER (NO COORDINATES) (69)



- SECTION CORNER MONUMENTS IN BITUMINOUS ROAD (71)
- SECTION CORNER MONUMENTS IN AG FIELD (32)
- SECTION CORNER MONUMENTS IN GRAVEL ROAD (144)



<b>MORGAN TWP</b> Section corners		2024 PLS GRANT APPLICATION MONUMENT MAP  FOR: REDWOOD COUNTY
	1243 CEDAR STREET NE SLEEPY EYE, MN 56085 (507) 810-4184	



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Dept.:</b>	Admin
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Presenter: Vicki K		
Gambling Permit	<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:**

Approve Gambling permit for Redwood County Pheasants Forever

**Background Information:**

Redwood County Pheasants Forever is applying for a gambling permit to conduct a bingo and raffle event at Vicky Camp and Country on June 27, 2024. The permit needs County Approval for a gambling premises located in a township (held in Delhi township) prior to the permit being submitted to the Minnesota Gambling Control Board.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Dept.:</b>	Admin
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Baker Tilly Engagement Letter		
	<b>Presenter:</b>	Vicki K	
	<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:**

Approve Baker Tilly Engagement letter for financial and advisory services.

**Background Information:**

Baker Tilly provides Municipal Advisory services for Financial Planning, Debt Issuance (bond sales) Arbitrage monitoring services, and Continuing Disclosure reporting on behalf of Redwood County. An updated letter of agreement is attached.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: February 6, 2024

Date Requestor Requires Review Completion: February 15, 2024

**Administrators Comments:**

Review has been completed and is acceptable for the Board to approve the letter of engagement with Baker Tilly.

Reviewed by Administrator:  Yes  No

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

February 5, 2024

Redwood County, Minnesota  
Attn: Ms. Vicki Knobloch Kletscher, Administrator  
403 South Mill Street  
Redwood Falls, MN 56283

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by Redwood County, Minnesota (the Client) to assist the Client with advisory services.

### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Standard of Care and Liability for Work. In performing the work under this Agreement, Baker Tilly 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.

## **Ownership of Intellectual Property, Data Practices, Private and Confidential Information**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to required third parties, the Client authorizes disclosure only after a confidentially agreement has been fully executed between Baker Tilly and the third party. Should Client inquire Baker Tilly will provide Client with information regarding the disclosure of its data to third parties.

The Parties understand they must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to Baker Tilly by the Client under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Baker Tilly pursuant to this Agreement. Baker Tilly further acknowledges that the classification of data will be determined based on applicable law, and its labeling of data will not necessarily be applicable.

## **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

## **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twenty-four (24) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

### **Other Matters**

#### E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal

Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any “unauthorized aliens” as that term is defined in 8 U.S.C. 1324a(h)(3).

#### Investments

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

#### Non-Discrimination

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

#### Anti-Nepotism

The Firm is aware of the provisions under I.C. 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-2) of the Client who is an owner or an employee of the Firm.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this

Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

RELATIONSHIP BETWEEN THE PARTIES. Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall Baker Tilly, be considered an employee, agent or representative of the Client. Baker Tilly is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Baker Tilly shall utilize Redwood County personnel to perform all services under this Agreement.

Though the Services may include Baker Tilly's recommendations or advice, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, the Client.

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

**INSURANCE REQUIREMENTS.** Baker Tilly 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 Baker Tilly.

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. Client 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). 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. Client 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 Baker Tilly's employment is an excluded employment under Minn. Stat. § 176.041 and Baker Tilly elects not to purchase workers' compensation coverage, Baker Tilly shall provide Client with a written waiver of workers' compensation coverage in a form acceptable to Client. Baker Tilly agrees that under no circumstances shall Client be responsible for workers' compensation for injuries suffered in connection with this Agreement.

2. Minimum Limits of Insurance: Baker Tilly shall maintain **NO LESS THAN** the following limits of insurance:

- a. General Liability Insurance, and if necessary, Umbrella Liability:
  - \$1,000,000 per occurrence
  - \$2,000,000 annual aggregate
  - \$2,000,000 products and completed operations aggregate



- b. Business Automobile Liability and if necessary, Umbrella Liability:
    - \$1,000,000 combined single limit
    -
  - 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: \$1,000,000 each incident
    - Bodily injury by disease: \$500,000 each employee
    - Bodily injury by disease: \$1,000,000 policy limit
  - f. Professional/Technical Liability or Errors and Omissions:
    - \$2,000,000 per claim – Errors & Omissions
    - \$2,000,000 per claim – 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 Baker Tilly 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 Baker Tilly provides Client with financial documentation sufficient for Client to determine whether Baker Tilly has the financial resources to cover the requested deductible.
4. Additional Insurance Conditions:
- a. Baker Tilly'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 Baker Tilly'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:
- Baker Tilly shall provide Client with certificates of insurance and original endorsements showing that Baker Tilly 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 20 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 30-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. 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 Baker Tilly.

Compliance with Applicable Law. Baker Tilly 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 Baker Tilly's performance of the provisions of this Agreement. It shall be the obligation of Baker Tilly to maintain, pay for and obtain all licenses required by any governmental agency for the provision of those services contemplated herein.

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 Hennepin. 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. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

Debarment. Baker Tilly 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. Baker Tilly's certification is a material representation upon which the Client's approval of this Agreement is based. Baker Tilly shall provide prompt written notice to the Client's authorized representative if at any time Baker Tilly learns that this certification is erroneous or becomes erroneous due to changed circumstances.

AUDIT. Baker Tilly shall maintain complete and accurate books and 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, Baker Tilly shall allow the Client or other persons or agencies authorized by the Client, including the Legislative or State Auditor, access to the records of Baker Tilly at reasonable hours, including all books, records, documents, and accounting procedures and practices of Baker Tilly relevant to the subject matter of the Agreement, for purposes of audit.

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: Standard of Care and Liability for Work; Insurance; Indemnification; Ownership of Intellectual Property, Data Practices, Private and Confidential Information; Audit; Governing Law; Jurisdiction; Venue.

## **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

## **Important Disclosures**

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

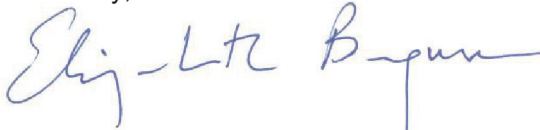
This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or

written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Elizabeth Bergman, Principal

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

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

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

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

APPROVED AS TO FORM  
Redwood County Attorney

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

Date: 04.19.2024

## **Attachment A**

### **Important Disclosures**

#### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

#### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

## Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**RE: Municipal Advisory Services – Debt Issuance, Arbitrage and Continuing Disclosure**

**DATE: February 5, 2024**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Redwood County, Minnesota (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

**SCOPE OF WORK**

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

**A. General Municipal Advisory Services**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

**B. Securities Issuance**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance (“Debt Obligation”).
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client’s consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

**C. Arbitrage Monitoring Services**

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation. Annually, BTMA will provide the Client with a listing of the specified Debt Obligations and the reporting period designated for any such Debt Obligation (an Authorization Listing) to confirm the scope of the ongoing arbitrage monitoring services. Exhibit A reflects the Authorization Listing as of the date of this Scope Appendix.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
  - a. Date of purchase or acquisition;
  - b. Purchase price of investments including any accrued interest;
  - c. Face amount and maturity date;
  - d. Stated rate of interest;
  - e. Interest payment dates;
  - f. Date of sale, transfer, or other disposition;
  - g. Sale or disposition price; and
  - h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for annually confirming the Authorization Listing and for notifying BTMA of any of the following:

- > additional or subsequent Debt Obligations that would require arbitrage monitoring services; and
- > redemptions/refundings of Debt Obligations that would affect the reporting period designated in the most recent Authorization Listing.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.



**D. Continuing Disclosure Services**

BTMA will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations that the Client will execute upon settlement. Annually, BTMA will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting.

The Client will provide BTMA with a copy of each executed Continuing Disclosure Undertaking (CDU) including master and supplemental CDUs if any.

BTMA will:

- a. Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit as provided for in each CDU for the reporting period;
- b. Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU; and
- c. Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements.

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence of such event. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- a. Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period and assess all financial data, operating data, and reportable event filings made for each applicable debt obligation. If necessary, at the time that BTMA conducts services annually under Item 1, BTMA will update the five-year compliance check.
- b. If a deficiency is found and the debt obligation(s) remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has been completed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)

BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

5. Other post issuance services (Upon Request. Hourly rates will apply.)

If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

**E. Housing and Economic Development Services**

1. Preparation of preliminary tax increment or tax abatement revenues projections for proposed new project. Estimation of future values and tax increments for a targeted area. Forecast the projected tax increment revenues to be generated over the life of the district based on those assumptions. Estimated range of available revenues based on valuations.
2. Assist Client with establishment of tax increment financing (TIF) district including drafting of TIF Plan and required notifications, presentations and attendance at workshops and/or public hearings, etc.
3. Assist Client with the creation of tax abatement, identification of tax abatement properties, drafting of required notice(s) and supporting documentation, presentations and attendance at workshops and/or public hearings, etc.
4. Assist Client with incentive portfolio development and potential for availability of financing tools including review of federal, state, and local tax credits and incentives available.
5. Assist Client with financial needs (But-For) analysis through review of developer information and determination on the reasonableness of assumptions. In certain cases, suggest alternative assumptions and provide sensitivity analysis, as necessary.
6. Assist Client with completion of rate of return calculation including Cash-on-Cash Return and Internal Rate of Return. Assist Client with defining appropriate level of assistance based on developer's rates of return comparing developer rate of return to the "market" return for similar projects, commenting on reasonableness of return considering type of project, current market and developer at risk equity.
7. Assist Client with negotiating public assistance agreements with developers.
8. Provide financial feasibility review to assist Client with assessment of the sufficiency of tax increment/tax abatement and other available revenues to support total project costs based on developer-provided total development costs and project assumptions. As necessary, suggest alternative assumptions and provide sensitivity analysis to assess sufficiency of tax increment or tax abatement revenues to support costs with considerations for timing of financing needs to provide financial support. Prepare cash flow analysis based on sensitivity analysis.
9. Provide background developer reviews to assist Client with learning more about prospective developers by performing in-depth business credit analyses, evaluating market conditions, assessing proposed business plans, and checking credentials and references.
10. Preparation of tax increment financing (TIF) management program to assist Client with analysis of existing TIF districts that includes an overview of current district status, preparation of cash flow analysis, suggestions for ongoing administrative goals, and recommendations for future opportunities or required compliance items.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

11. Preparation of annual reports to assist Client with meeting annual compliance requirements and filing submission deadlines.
12. Assist Client with estimation of economic impacts of proposed developments including cost-benefit and/or net benefit analysis.
13. Assist Client with other components of a housing and economic development project as requested and agreed upon.

**COMPENSATION AND INVOICING**

**A. Compensation for services relating to debt obligations**

**1. Fees for Services**

a) General obligation debt:

	Par Amount		Base Fee	Additional Purposes Fee	Total Par	Total Fee
Tier 1	-	to 2,999,999.99	\$ 18,000	\$ 5,000	Total Par of all purposes	Base Fee + \$5,000 for each addtl purpose
Tier 2	3,000,000.00	to 4,999,999.99	\$ 25,000	\$ 5,000	Total Par of all purposes	Base Fee + \$5,000 for each addtl purpose
Tier 3	5,000,000.00	to 9,999,999.99	\$ 30,000	\$ 7,500	Total Par of all purposes	Base Fee + \$7,500 for each addtl purpose
Tier 4	10,000,000.00	to 24,999,999.99	\$ 45,000	\$ 7,500	Total Par of all purposes	Base Fee + \$7,500 for each addtl purpose
Tier 5	25,000,000.00	to 49,999,999.99	\$ 65,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose
Tier 6	50,000,000.00	to 74,999,999.99	\$ 75,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose
Tier 7	75,000,000.00	to 99,999,999.99	\$ 100,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose

- b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.
- h) BTMA's fees shall be payable as follows:
  - (1) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.
  - (2) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.
  - (3) If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.
  - (4) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

**2. Compensation and invoicing for arbitrage services**

Fees for services set forth in the Scope Appendix will be applied as follows per determination for each Debt Obligation:

- a) Initial determination for a Debt Obligation: \$2,500 for the first year, plus \$500 for each additional year up to a five-year period when such determinations are made for periods in excess of one year.
- b) Subsequent determination for a Debt Obligation: \$1,750 for one year, plus \$500 for each additional year when such determinations are made for periods in excess of one year.
- c) Preparation of Form 8038-T: \$500
- d) If BTMA is required to perform allocations of investments among funds and/or Debt Obligations, additional compensation will be charged at the standard hourly rates in place at the time services are provided.

**3. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services**

Standard Hourly Rates by Job Classification  
2024

Principal	\$330
Director	\$300
Manager	\$260
Consultant	\$200
Support, municipal bond disclosure specialist	\$150
Intern	\$110

*Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on March 1, 2024.

#### **4. Compensation for continuing disclosure services**

Fees for continuing disclosure services include the following:

- a) Full Disclosure - An annual report is required to be prepared by BTMA:
  - (i) A fee of \$1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
  - (ii) A fee of \$200.00 per debt obligation.
- b) Full Disclosure – The Client’s audited financial statements contain some or all of the required financial and operating data:
  - (i) A fee of \$600.00; plus
  - (ii) A fee of \$200.00 per debt obligation.
- c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:
  - (i) A fee of \$200.00 per debt obligation.
- d) Limited Disclosure
  - (i) A fee of \$600.00; plus
  - (ii) A fee of \$200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

#### **5. Expenses and Hourly Fees**

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

#### **BILLING PROCEDURES**

**Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.** Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

#### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

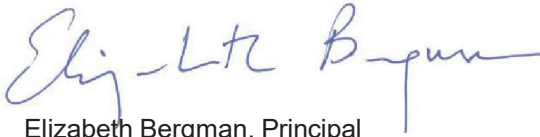
We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time. Baker Tilly agrees that, should any conflict or potential conflict of interest become known to Baker Tilly, it will promptly notify the Client of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the Client whether Baker Tilly will or will not resign from the other engagement or representation.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Elizabeth Bergman, Principal

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

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

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

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

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

**Exhibit A**

**Arbitrage Monitoring Services**

Authorization to Engage Services (Authorization Listing)

This Authorization Listing is pursuant to the Arbitrage Monitoring Services Scope Appendix (Scope Appendix) dated February 5, 2024 by and between Redwood County, Minnesota (Client) and Baker Tilly Municipal Advisors (BTMA). BTMA will provide the services outlined in the Scope Appendix with respect to the following Debt Obligation(s) unless written notification is provided to BTMA that the Client will not require these services within 30 days of receipt of this Authorization Listing:

<b>Bond Issue</b>	<b>Closing Date</b>	<b>Frequency</b>
\$1,170,000 General Obligation Capital Improvement Plan Refunding Bonds, Series 2016A	11/29/2016	5th Year
\$17,335,000 General Obligation Bonds, Series 2021A	11/4/2021	5th Year
\$9,170,000 General Obligation Capital Improvement Bonds, Series 2023A	10/5/2023	5th Year





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Dept.:</b>	Admin
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Baker Tilly Engagement Letter		
	<b>Presenter:</b>	Vicki K	
	<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:**

Approve Baker Tilly Engagement letter for financial and advisory services.

**Background Information:**

Baker Tilly provides Municipal Advisory services for Financial Planning, Debt Issuance (bond sales) Arbitrage monitoring services, and Continuing Disclosure reporting on behalf of Redwood County. An updated letter of agreement is attached.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney: February 6, 2024

Date Requestor Requires Review Completion: February 15, 2024

**Administrators Comments:**

Review has been completed and is acceptable for the Board to approve the letter of engagement with Baker Tilly.

Reviewed by Administrator:  Yes  No

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

February 5, 2024

Redwood County, Minnesota  
Attn: Ms. Vicki Knobloch Kletscher, Administrator  
403 South Mill Street  
Redwood Falls, MN 56283

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by Redwood County, Minnesota (the Client) to assist the Client with advisory services.

### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Standard of Care and Liability for Work. In performing the work under this Agreement, Baker Tilly 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.

## **Ownership of Intellectual Property, Data Practices, Private and Confidential Information**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to required third parties, the Client authorizes disclosure only after a confidentially agreement has been fully executed between Baker Tilly and the third party. Should Client inquire Baker Tilly will provide Client with information regarding the disclosure of its data to third parties.

The Parties understand they must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to Baker Tilly by the Client under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Baker Tilly pursuant to this Agreement. Baker Tilly further acknowledges that the classification of data will be determined based on applicable law, and its labeling of data will not necessarily be applicable.

## **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

## **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twenty-four (24) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

### **Other Matters**

#### E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal

Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any “unauthorized aliens” as that term is defined in 8 U.S.C. 1324a(h)(3).

#### Investments

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

#### Non-Discrimination

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

#### Anti-Nepotism

The Firm is aware of the provisions under I.C. 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-2) of the Client who is an owner or an employee of the Firm.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this

Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

RELATIONSHIP BETWEEN THE PARTIES. Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall Baker Tilly, be considered an employee, agent or representative of the Client. Baker Tilly is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Baker Tilly shall utilize Redwood County personnel to perform all services under this Agreement.

Though the Services may include Baker Tilly's recommendations or advice, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, the Client.

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

**INSURANCE REQUIREMENTS.** Baker Tilly 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 Baker Tilly.

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. Client 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). 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. Client 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 Baker Tilly's employment is an excluded employment under Minn. Stat. § 176.041 and Baker Tilly elects not to purchase workers' compensation coverage, Baker Tilly shall provide Client with a written waiver of workers' compensation coverage in a form acceptable to Client. Baker Tilly agrees that under no circumstances shall Client be responsible for workers' compensation for injuries suffered in connection with this Agreement.

2. Minimum Limits of Insurance: Baker Tilly shall maintain **NO LESS THAN** the following limits of insurance:

- a. General Liability Insurance, and if necessary, Umbrella Liability:
  - \$1,000,000 per occurrence
  - \$2,000,000 annual aggregate
  - \$2,000,000 products and completed operations aggregate

- b. Business Automobile Liability and if necessary, Umbrella Liability:
  - \$1,000,000 combined single limit
  -
- 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: \$1,000,000 each incident
  - Bodily injury by disease: \$500,000 each employee
  - Bodily injury by disease: \$1,000,000 policy limit
- f. Professional/Technical Liability or Errors and Omissions:
  - \$2,000,000 per claim – Errors & Omissions
  - \$2,000,000 per claim – 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 Baker Tilly 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 Baker Tilly provides Client with financial documentation sufficient for Client to determine whether Baker Tilly has the financial resources to cover the requested deductible.

4. Additional Insurance Conditions:

- a. Baker Tilly'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 Baker Tilly'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:

Baker Tilly shall provide Client with certificates of insurance and original endorsements showing that Baker Tilly 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 20 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 30-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. 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 Baker Tilly.

Compliance with Applicable Law. Baker Tilly 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 Baker Tilly's performance of the provisions of this Agreement. It shall be the obligation of Baker Tilly to maintain, pay for and obtain all licenses required by any governmental agency for the provision of those services contemplated herein.

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 Hennepin. 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. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

Debarment. Baker Tilly 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. Baker Tilly's certification is a material representation upon which the Client's approval of this Agreement is based. Baker Tilly shall provide prompt written notice to the Client's authorized representative if at any time Baker Tilly learns that this certification is erroneous or becomes erroneous due to changed circumstances.

AUDIT. Baker Tilly shall maintain complete and accurate books and 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, Baker Tilly shall allow the Client or other persons or agencies authorized by the Client, including the Legislative or State Auditor, access to the records of Baker Tilly at reasonable hours, including all books, records, documents, and accounting procedures and practices of Baker Tilly relevant to the subject matter of the Agreement, for purposes of audit.

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: Standard of Care and Liability for Work; Insurance; Indemnification; Ownership of Intellectual Property, Data Practices, Private and Confidential Information; Audit; Governing Law; Jurisdiction; Venue.

## **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

## **Important Disclosures**

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or

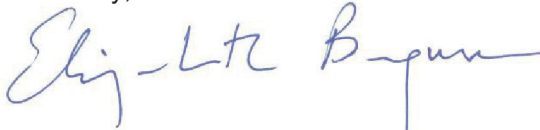


written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Elizabeth Bergman, Principal

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

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

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

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

APPROVED AS TO FORM  
Redwood County Attorney

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

Date: 04.19.2024

## **Attachment A**

### **Important Disclosures**

#### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

#### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

## Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**RE: Municipal Advisory Services – Debt Issuance, Arbitrage and Continuing Disclosure**

**DATE: February 5, 2024**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Redwood County, Minnesota (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

**SCOPE OF WORK**

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

**A. General Municipal Advisory Services**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

**B. Securities Issuance**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance (“Debt Obligation”).
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client’s consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

**C. Arbitrage Monitoring Services**

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation. Annually, BTMA will provide the Client with a listing of the specified Debt Obligations and the reporting period designated for any such Debt Obligation (an Authorization Listing) to confirm the scope of the ongoing arbitrage monitoring services. Exhibit A reflects the Authorization Listing as of the date of this Scope Appendix.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
  - a. Date of purchase or acquisition;
  - b. Purchase price of investments including any accrued interest;
  - c. Face amount and maturity date;
  - d. Stated rate of interest;
  - e. Interest payment dates;
  - f. Date of sale, transfer, or other disposition;
  - g. Sale or disposition price; and
  - h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for annually confirming the Authorization Listing and for notifying BTMA of any of the following:

- > additional or subsequent Debt Obligations that would require arbitrage monitoring services; and
- > redemptions/refundings of Debt Obligations that would affect the reporting period designated in the most recent Authorization Listing.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

**D. Continuing Disclosure Services**

BTMA will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations that the Client will execute upon settlement. Annually, BTMA will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting.

The Client will provide BTMA with a copy of each executed Continuing Disclosure Undertaking (CDU) including master and supplemental CDUs if any.

BTMA will:

- a. Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit as provided for in each CDU for the reporting period;
- b. Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU; and
- c. Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements.

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence of such event. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- a. Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period and assess all financial data, operating data, and reportable event filings made for each applicable debt obligation. If necessary, at the time that BTMA conducts services annually under Item 1, BTMA will update the five-year compliance check.
- b. If a deficiency is found and the debt obligation(s) remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has been completed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)

BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

5. Other post issuance services (Upon Request. Hourly rates will apply.)

If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

**E. Housing and Economic Development Services**

1. Preparation of preliminary tax increment or tax abatement revenues projections for proposed new project. Estimation of future values and tax increments for a targeted area. Forecast the projected tax increment revenues to be generated over the life of the district based on those assumptions. Estimated range of available revenues based on valuations.
2. Assist Client with establishment of tax increment financing (TIF) district including drafting of TIF Plan and required notifications, presentations and attendance at workshops and/or public hearings, etc.
3. Assist Client with the creation of tax abatement, identification of tax abatement properties, drafting of required notice(s) and supporting documentation, presentations and attendance at workshops and/or public hearings, etc.
4. Assist Client with incentive portfolio development and potential for availability of financing tools including review of federal, state, and local tax credits and incentives available.
5. Assist Client with financial needs (But-For) analysis through review of developer information and determination on the reasonableness of assumptions. In certain cases, suggest alternative assumptions and provide sensitivity analysis, as necessary.
6. Assist Client with completion of rate of return calculation including Cash-on-Cash Return and Internal Rate of Return. Assist Client with defining appropriate level of assistance based on developer's rates of return comparing developer rate of return to the "market" return for similar projects, commenting on reasonableness of return considering type of project, current market and developer at risk equity.
7. Assist Client with negotiating public assistance agreements with developers.
8. Provide financial feasibility review to assist Client with assessment of the sufficiency of tax increment/tax abatement and other available revenues to support total project costs based on developer-provided total development costs and project assumptions. As necessary, suggest alternative assumptions and provide sensitivity analysis to assess sufficiency of tax increment or tax abatement revenues to support costs with considerations for timing of financing needs to provide financial support. Prepare cash flow analysis based on sensitivity analysis.
9. Provide background developer reviews to assist Client with learning more about prospective developers by performing in-depth business credit analyses, evaluating market conditions, assessing proposed business plans, and checking credentials and references.
10. Preparation of tax increment financing (TIF) management program to assist Client with analysis of existing TIF districts that includes an overview of current district status, preparation of cash flow analysis, suggestions for ongoing administrative goals, and recommendations for future opportunities or required compliance items.



**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

11. Preparation of annual reports to assist Client with meeting annual compliance requirements and filing submission deadlines.
12. Assist Client with estimation of economic impacts of proposed developments including cost-benefit and/or net benefit analysis.
13. Assist Client with other components of a housing and economic development project as requested and agreed upon.

**COMPENSATION AND INVOICING**

**A. Compensation for services relating to debt obligations**

**1. Fees for Services**

a) General obligation debt:

	Par Amount		Base Fee	Additional Purposes Fee	Total Par	Total Fee
Tier 1	-	to 2,999,999.99	\$ 18,000	\$ 5,000	Total Par of all purposes	Base Fee + \$5,000 for each add'l purpose
Tier 2	3,000,000.00	to 4,999,999.99	\$ 25,000	\$ 5,000	Total Par of all purposes	Base Fee + \$5,000 for each add'l purpose
Tier 3	5,000,000.00	to 9,999,999.99	\$ 30,000	\$ 7,500	Total Par of all purposes	Base Fee + \$7,500 for each add'l purpose
Tier 4	10,000,000.00	to 24,999,999.99	\$ 45,000	\$ 7,500	Total Par of all purposes	Base Fee + \$7,500 for each add'l purpose
Tier 5	25,000,000.00	to 49,999,999.99	\$ 65,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each add'l purpose
Tier 6	50,000,000.00	to 74,999,999.99	\$ 75,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each add'l purpose
Tier 7	75,000,000.00	to 99,999,999.99	\$ 100,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each add'l purpose

- b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.
- h) BTMA's fees shall be payable as follows:
  - (1) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.
  - (2) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.
  - (3) If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.
  - (4) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

**2. Compensation and invoicing for arbitrage services**

Fees for services set forth in the Scope Appendix will be applied as follows per determination for each Debt Obligation:

- a) Initial determination for a Debt Obligation: \$2,500 for the first year, plus \$500 for each additional year up to a five-year period when such determinations are made for periods in excess of one year.
- b) Subsequent determination for a Debt Obligation: \$1,750 for one year, plus \$500 for each additional year when such determinations are made for periods in excess of one year.
- c) Preparation of Form 8038-T: \$500
- d) If BTMA is required to perform allocations of investments among funds and/or Debt Obligations, additional compensation will be charged at the standard hourly rates in place at the time services are provided.

**3. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services**

Standard Hourly Rates by Job Classification  
2024

Principal	\$330
Director	\$300
Manager	\$260
Consultant	\$200
Support, municipal bond disclosure specialist	\$150
Intern	\$110

*Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on March 1, 2024.

#### **4. Compensation for continuing disclosure services**

Fees for continuing disclosure services include the following:

- a) Full Disclosure - An annual report is required to be prepared by BTMA:
  - (i) A fee of \$1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
  - (ii) A fee of \$200.00 per debt obligation.
- b) Full Disclosure – The Client’s audited financial statements contain some or all of the required financial and operating data:
  - (i) A fee of \$600.00; plus
  - (ii) A fee of \$200.00 per debt obligation.
- c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:
  - (i) A fee of \$200.00 per debt obligation.
- d) Limited Disclosure
  - (i) A fee of \$600.00; plus
  - (ii) A fee of \$200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

#### **5. Expenses and Hourly Fees**

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

#### **BILLING PROCEDURES**

**Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.** Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

#### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
Baker Tilly US, LLP**

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

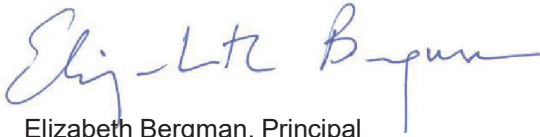
We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time. Baker Tilly agrees that, should any conflict or potential conflict of interest become known to Baker Tilly, it will promptly notify the Client of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the Client whether Baker Tilly will or will not resign from the other engagement or representation.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Elizabeth Bergman, Principal

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

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

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

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

**SCOPE APPENDIX to  
Engagement Letter dated: February 5, 2024  
Between Redwood County, Minnesota and  
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**Exhibit A**

**Arbitrage Monitoring Services**

Authorization to Engage Services (Authorization Listing)

This Authorization Listing is pursuant to the Arbitrage Monitoring Services Scope Appendix (Scope Appendix) dated February 5, 2024 by and between Redwood County, Minnesota (Client) and Baker Tilly Municipal Advisors (BTMA). BTMA will provide the services outlined in the Scope Appendix with respect to the following Debt Obligation(s) unless written notification is provided to BTMA that the Client will not require these services within 30 days of receipt of this Authorization Listing:

<b>Bond Issue</b>	<b>Closing Date</b>	<b>Frequency</b>
\$1,170,000 General Obligation Capital Improvement Plan Refunding Bonds, Series 2016A	11/29/2016	5th Year
\$17,335,000 General Obligation Bonds, Series 2021A	11/4/2021	5th Year
\$9,170,000 General Obligation Capital Improvement Bonds, Series 2023A	10/5/2023	5th Year



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Dept.:</b>	Admin
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Federal Awards Procurement Policy		
	<b>Presenter:</b>	Vicki K	
	<b>estimated time needed:</b>	5 min	
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve amended Federal Awards Procurement Policy

**Background Information:**

The Federal Awards Procurement Policy is in need of additional language to clarify the verification requirements in Section I Debarment and Suspension of contractors.

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:**

The policy changes are in red, and only in section I of the policy.

Reviewed by Administrator:  Yes  No

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



**FEDERAL AWARDS  
PROCUREMENT POLICY**

**REDWOOD COUNTY**

**REDWOOD FALLS, MINNESOTA**

Adopted by County Board  
September 20, 2016  
Amended October 3, 2018  
Amended June 4, 2019  
Amended July 16, 2019  
Adopted 9-21-21



## **Procurement Policy Statement of Purpose:**

Federal grant awards or incremental funding received after December 26, 2014, are subject to updated federal uniform standards, referred to as the Uniform Guidance or Super circular. A grace period was extended by the federal government for the implementation of the new procurement standards through 2016, which Redwood County accepted. The purpose for this policy is to provide Redwood County departments, citizens and vendors with purchasing and contracting services of the highest professional standards. This policy will also guide Redwood County employees in the purchase of items at the best price and quality, promote and maintain a good working relationship with suppliers, and emphasize cooperation between and among departments in identifying and implementing standardized organizational programs to save time and money. This policy only applies to purchases using federal grant awards/monies, unless specifically stated otherwise.

## **General Procurement Standards**

### **RESPONSIBILITY AND OVERSIGHT:**

Redwood County staff is responsible for developing all contracts in accordance with the policy, applicable state statutes and in conformance with applicable Federal Law and Uniform Guidance Standards, to ensure a full awareness and understanding by affected employees.

The department head in charge of any approved contract will oversee that contractors perform in accordance with the terms, conditions and specifications of their contracts and purchase orders.

### **CONFLICTS OF INTEREST:**

No employee, officer, or agent of Redwood County will participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Redwood County must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of Redwood County.

If Redwood County has an affiliated or subsidiary organization that is not a State, local governmental, or Indian tribe organization, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. "Organizational conflicts of interest" arise when a non-Federal entity has a relationship with an affiliated or subsidiary organization of the County and the non-Federal entity is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization.

### **PROCUREMENT UNDER FEDERAL AWARDS:**

Procurement of goods and services whose costs are charged to Federal awards received by Redwood County are subject to all of the specific purchasing policies of the organization. In addition, procurements associated with Federal awards are subject to the following supplemental policies:

- A. Redwood County will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase.
- B. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- C. Redwood County will consider entering into state and local intergovernmental agreements or inter-

entity agreements where appropriate for procurement or use of common or shared goods and services, and using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

- D. Redwood County will consider value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reduction.
- E. Redwood County will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- F. Redwood County may use time and material type of contracts only after a determination that no other contract is suitable by the Department Head and the contract must have a “not to exceed price” where the contractor exceeds at its own risk. Such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. However, if it is an emergency a time and material type of contract may be used. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- G. Redwood County is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve Redwood County of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of Redwood County unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.
- H. Redwood County will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- I. All procurement transactions will be conducted in a manner providing full and open competition. All prequalified lists of persons, firms, or products used in acquiring goods and services will be current and include enough qualified sources to ensure maximum open and free competition. Potential bidders will not be precluded from qualifying during the solicitation period. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
  - 2. Requiring unnecessary experience and excessive bonding;
  - 3. Noncompetitive pricing practices between firms or between affiliated companies;
  - 4. Noncompetitive contracts to consultants that are on retainer contracts;
  - 5. Organizational conflicts of interest;
  - 6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurements; and
  - 7. Any arbitrary action in the procurement process.
- J. When federal funds are involved, Redwood County prohibits the use of statutorily or administratively imposed State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- K. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. All solicitations will also identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- L. All necessary affirmative steps will be taken to assure that minority-owned business, women's business enterprises, and labor surplus area firms are used when possible on contracts in excess of \$200,000. A cost or price analysis will be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold (currently \$150,000 as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, Redwood County will make independent estimates before receiving bids or proposals.
- M. All procurement files will be made available for inspection upon request by a Federal awarding agency.

#### **METHODS OF PROCUREMENT:**

Redwood County will use one of the following methods of procurement:

1. **PROCUREMENT BY MICRO-PURCHASES-** Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,500 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable; this will especially be taken into consideration during emergency events.
2. **PROCUREMENT BY SMALL PURCHASE PROCEDURES-** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. **PROCUREMENT BY SEALED BIDS (FORMAL ADVERTISING)-** Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in this section apply.

All purchases under \$25,000 shall be made by open market or by obtaining oral or written quotations from at least two responsible contractors. All purchases of at least \$25,000, but less than \$175,000, shall be made by obtaining written quotations from at least two responsible vendors. All purchases of \$175,000 or more shall be made by obtaining sealed bids.

In order for sealed bidding to be feasible, the following conditions will be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business;
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder

can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.

4. **PROCUREMENT BY COMPETITIVE PROPOSALS-** The technique of competitive proposals is normally conducted with more than one source submitting an offer and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.

If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The County department must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can be used only in procurement of A/E professional services. It cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. **PROCUREMENT BY NONCOMPETITIVE PROPOSALS-** Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- d. After solicitation of a number of sources, competition is determined inadequate.

6. **PROCUREMENT BY COST PLUS PERCENTAGE-** The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

## **PROVISIONS INCLUDED IN ALL CONTRACTS:**

It is the policy of Redwood County to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and sub-awards:

- A. **REMEDIES-** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council(s) as authorized by 41 U.S.C. 1908) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such sanctions and penalties as appropriate.
- B. **TERMINATION-** All contracts in excess of \$10,000 shall contain suitable provisions for termination by Redwood County, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
- C. **EQUAL EMPLOYMENT OPPORTUNITY-** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity,"(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339) as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as implemented by regulations at 41 CFR part 60-1.3 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)-** If included in the federal agency's grant program legislation, all construction contracts awarded by Redwood County and its sub- recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 31410-03144, and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a month. It is the policy of Redwood County to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Redwood County shall also obtain reports from contractors on a monthly basis in order to monitor compliance with the Davis-Bacon Act. Redwood County shall report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Redwood County Departments must report all suspected or reported violations to the Federal awarding agency.
- E. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)-** [Where applicable] All contracts awarded by Redwood County in excess of \$175,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than

one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Work in excess of the standard work week is permissible 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or to contracts for transportation or transmission of intelligence.

- F. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT-** Contracts or agreements for the performance of experimental, developmental, or research work and, the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply and shall provide for the rights of the Federal Government and Redwood County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 -1387), AS AMENDED-** Contracts and sub-awards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. **PROCUREMENT OF RECOVERED MATERIALS-** Redwood County and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items, designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000, or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. **DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)-** For all Federal contracts, Redwood County shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM. Redwood County **Department Heads** will review all grant purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. **Verification must be made by 1) Checking SAM Exclusions; or 2) Collecting a certification from that person; or 3) Adding a clause or condition to the covered transaction with that person** ~~County accounting will review all requisition requests submitted for all grant accounts to make sure the contractor is not on the debarment list. This list is available at – <https://www.sam.gov/>. If a match is found, the program manager or department head will be notified directly and accounting will not process the requisition~~ **the Department Head will notify the contractor that the County will not purchase from that contractor.** All results of searches will be attached to the filed paperwork for verification of search.
- J. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)-** For all contracts or Sub-grants of \$100,000 or more, Redwood County shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, Redwood County shall provide such certifications in all situations

in which it acts as a sub-recipient of a sub-grant of \$100,000 or more and also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **Minnesota Statutory References for the Procurement Standards Policy – Contracts**

M.S. §373.01 – Delineates powers and duties of a county, including requirements for bidding on contracts for the sale, lease, or conveyance of real and personal property owned by the county

M.S. §373.02 – Delegates authority to execute written documents to Board Chair and Board Clerk (County Auditor)

M.S. §375.21 – Addresses bid and bond requirements for work or labor purchase of furniture, fixtures, other property; construction or repair of roads, bridges, or buildings

M.S. §471.345 – Uniform Municipal Contracting Law

M.S. §471.59 – Provides basic statutory framework for joint operations between units of Government

M.S. §160.17 – Road construction requirements

M.S. §162.04 – Final payment on applicable highway projects

M.S. §290.92 – Tax withheld on wages

M.S. §574.26 – Performance and payment bonds requirements for contracts in excess of \$75,000 for the doing of any public work

Code of Federal Regulations (CFR) Title 200 – Uniform Administrative Requirements



May 7, 2024

**Letter of Agreement**

Redwood County Economic Development Authority  
200 S. Mill St.  
Redwood Falls, MN 56283

Dear Redwood County Economic Development Authority,

Thank you for your support of Farmfest 2024 (the "Event"). This Letter of Agreement ("Agreement") is a contract between **Redwood County Economic Development Authority** (EDA) ("Company" or "Sponsor") and IDEAg Group, LLC ("IDEAg") regarding Company's co-sponsorship of the **Exhibitor Lounge** at the Event, being held August 6-8, 2024, in Redwood County, MN,.

With a \$1,000 sponsorship payment from the Sponsor, IDEAg will provide the benefits listed in Exhibit A of this Agreement and the Sponsor will provide the materials, documents and payment listed in Exhibit B.

In addition to the terms set forth on Exhibit A and Exhibit B, the Sponsor agrees as follows:

**Cancellation:** Sponsor has no right to cancel this Agreement or its Exhibitor Agreement. If Sponsor cancels its sponsorship or its exhibit space, both this Agreement and the Exhibitor Agreement will be cancelled, and neither sponsorship nor exhibitor fees will be refunded.

If IDEAg cancels the Event in any year for any circumstance beyond its reasonable control, including, without limitation, acts of God, war, labor strike, pandemic, government emergency or damage to or loss of the Event facility, IDEAg will at Sponsor's option, either (1) apply monies paid for that year's show, less a pro rata share of expenses incurred by IDEAg for the Event up to the date of cancellation, toward Sponsor's sponsorship of the subsequent year's show, or (2) refund that pro rata amount to Sponsor.

**Term:** This Agreement is effective as of the date last signed below and shall terminate on the day after the conclusion of the Event.

**Right of First Refusal:** Sponsor shall have a right of first refusal to retain its sponsorship level for the following year's Event, for the price and at the terms established by IDEAg for such purposes. To exercise its right of first refusal, Sponsor shall notify IDEAg in writing no later than 90 days after the conclusion of the Event. If Sponsor fails to provide timely notice, Sponsor's right of first refusal shall immediately terminate.





**Payment:** Payment is due in full upon execution of this Agreement. Sponsors are requested to complete the enclosed Appendix A and return with this signed Agreement.

We look forward to working with you on this mutually beneficial endeavor. If you have any questions, please do not hesitate to contact IDEAg at 800-827-8007.

By signing below, each party agrees to be bound by the terms of this Agreement. Please sign and return.

X

Redwood County EDA

Date

X

Kathleen J Cullins

Date

Chief Financial Officer, IDEAg Group, LLC.



#### **Exhibit A: Sponsor Benefits**

With a \$1,000 sponsorship payment, IDEAg will provide the following benefits for Farmfest 2024:

- Promote **Redwood County EDA** as an **Exhibitor Lounge Co-Sponsor** at Farmfest 2024 in select marketing materials including, but not limited to, the exhibitor manual, Know Before You Go email, on-site signage & flier.
- Provide (10) daily entrance wristbands workers in the lounge.
- Allow Redwood County EDA to place promotional materials in the lounge.
- Provide an air-conditioned space, all lounge furniture, refreshments, signage, and electricity for the lounge on Tuesday, August 6 through Thursday, August 8, 2024, from 7:00 a.m. – 4:00 p.m.

#### **Exhibit B: Sponsor Responsibilities**

Sponsor will provide the following to Farmfest 2024 as outlined below:

- Via the form attached as Appendix A, make a sponsorship payment to IDEAg in the amount of \$1,000 upon receipt of invoice.
- Provide a high-resolution logo, or confirm the logo from last year, to the IDEAg Marketing Department, [IDEAg@IDEAgGroup.com](mailto:IDEAg@IDEAgGroup.com) ASAP.

## APPENDIX A

### SPONSOR INFORMATION:

Company Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### SPONSORSHIP:

Sponsorship(s): \_\_\_\_\_

Total due: \$ \_\_\_\_\_

### PAYMENT METHOD:

**Electronic Payment via ACH (Preferred)**

Transfer To: Farm Bureau Bank

ABA Routing #: 121281892      Account #: 1000124485

Account Name: IDEAg Group LLC

**Visa**       **Mastercard**       **AMEX**       **Discover**

Card Number: \_\_\_\_\_

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

3 Digit Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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

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

**Check:** Make checks payable to IDEAg Group, LLC.

Mail checks to IDEAg Group, LLC.

3080 Eagandale Place

Eagan, MN 55121

Return form by email to [reneem@fb.org](mailto:reneem@fb.org) or by fax to 847-483-1379.

**Payment due in full with signed Letter of Agreement.**



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Department:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	<b>Presenter:</b> Nick B.		
	<b>estimated time needed:</b>		15 minutes
Petition to Outlet - Lat2F J36 - Leona Prokosch			
<b>Board Action:</b>	<input checked="" type="checkbox"/> <b>Yes, action required</b>	<input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Hold Public Hearing on Petition for Authority to Use Lat2F J36 as an Outlet, submitted by landowner Leona Prokosch.

Bill Moldestad was appointed viewer. His report is attached.

**Background Information:**

Leona Prokosch owns the N1/2 NE1/4 of Section 5, Sundown Township. The land is farmed by her son, Steve Prokosch. The farm's drainage benefits are divided between four different ditch systems: CD25, CD 51, JD 36 R&B, and Lat2F J36.

Steve is seeking to redirect water currently flowing into CD 51, into Lat2F J36. He wants to construct a main tile along the north edge of the farm, draining west into Lat2F J36. This will intercept existing private field tile currently outletting to CD51 (see map attached to the petition).

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 \*\***

## Agenda

**Lat2F J36 Drainage Authority  
In the Matter of the Petition for Authority to Use Lat2F J36 as an Outlet  
Leona Prokosch, Petitioner  
May 7, 2024  
Redwood County Government Center  
Redwood Falls, Minnesota**

1. Adopt Agenda
1. Record of Notice Requirements – Brozek
2. Petitioners comments about Petition (optional)
3. Viewers Report and Explanation of Outlet Fee
4. Public Comment
5. Possible Action by Drainage Authority: (make motion on one of the following).
  - a. Approve Petition if:
    - i. The outlet is adequate, new benefits have been appropriately described, and a suitable outlet fee has been established.
  - b. Deny Petition if:
    - i. The outlet is not adequate.
  - c. Table Petition if:
    - i. Additional information is needed.
6. Order Environmental Director Brozek to prepare a findings and order consistent with the Board's decision
7. Review and approve the minutes from the April 2, 2024 meeting
8. Adjournment

Redwood County Commissioners  
Drainage Authority

Re: Leona Prokosch Petition to use Lateral 2F of JD 36 as  
an outlet for a private drainage system to benefit parcel  
**67-005-1020** (N1/2 NE1/4 Section 5) in Sundown Township

April 17, 2024

In accordance with Minnesota Statute 103E.401, I herewith submit the following report.

Both halves (NW1/4 NE1/4 and NE1/4 NE1/4) of the referenced parcel currently have portions that are assessed benefits into Lateral 2F JD 36 and into County Ditch 25. This report will determine the additional benefits and outlet charge for the remaining acreage of these two halves.

Currently, Lateral 2F has benefits of approximately \$251,131 as determined in 1983 and subsequently modified as additional acreage was added or removed. Lateral 2F was constructed in 1984 at an approximate cost of \$211,130.

In determining benefits for the petitioned parcel, I made an effort to use the same method that was commonly used in 1983. This is similar to our current viewing method with the exception that upland acres (D acres) were typically not assigned any benefits at that time (1983). The following chart will show the current conditions for the petitioned parcel along with proposed additional benefits.

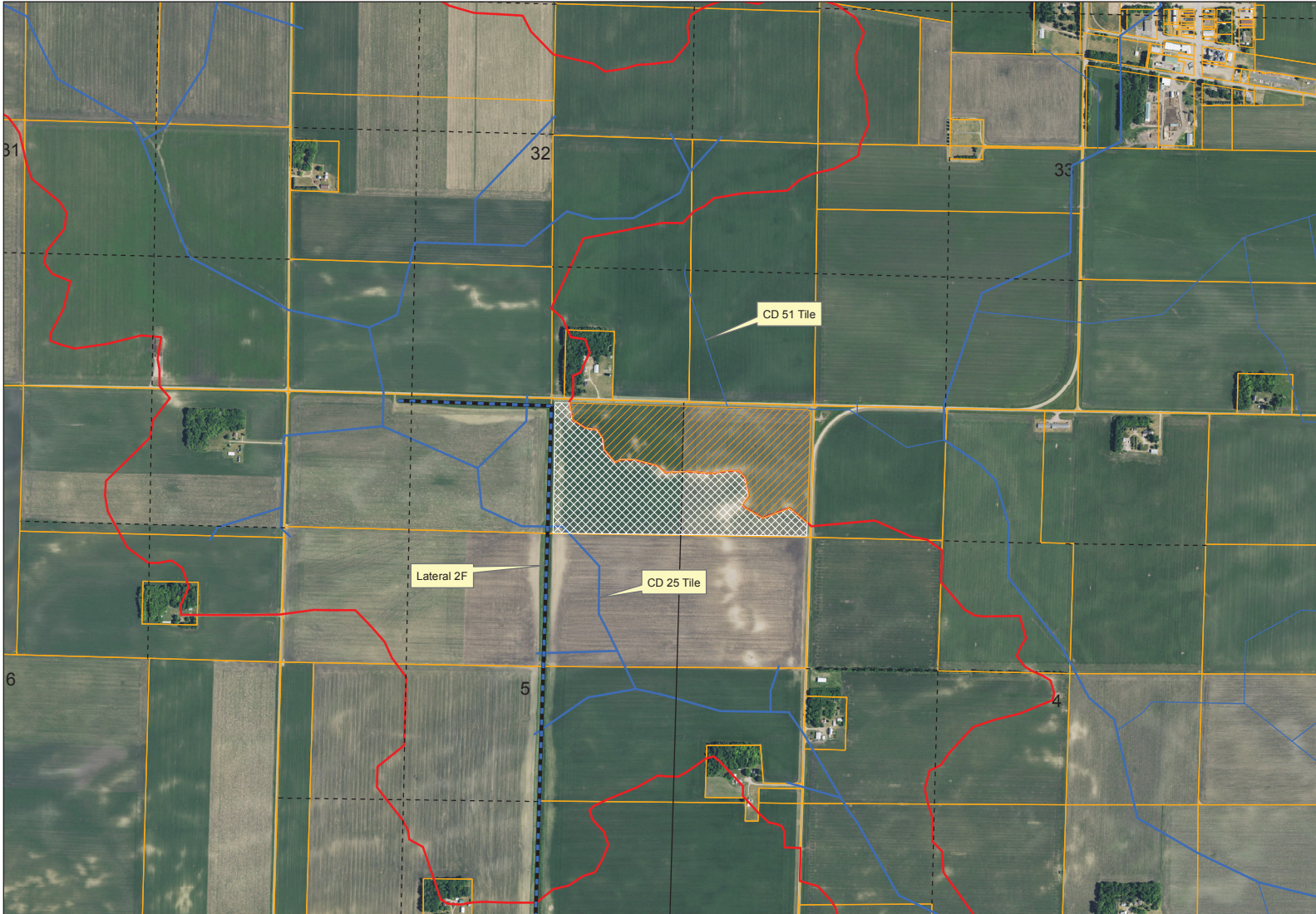
Petitioned Parcel	Current Watershed	Current Benefitted		Added Watershed	Added Benefitted		Total Parcel
	Acres	Acres	Benefits	Acres	Acres	Benefits	Benefits
NW1/4 NE1/4	26	15	\$6,600	11	7	\$3,080	\$9,680
NE1/4 NE1/4	13	6	\$1,560	23	19	\$7,106	\$8,666
Totals	39	21	\$8,160	34	26	\$10,186	\$18,346

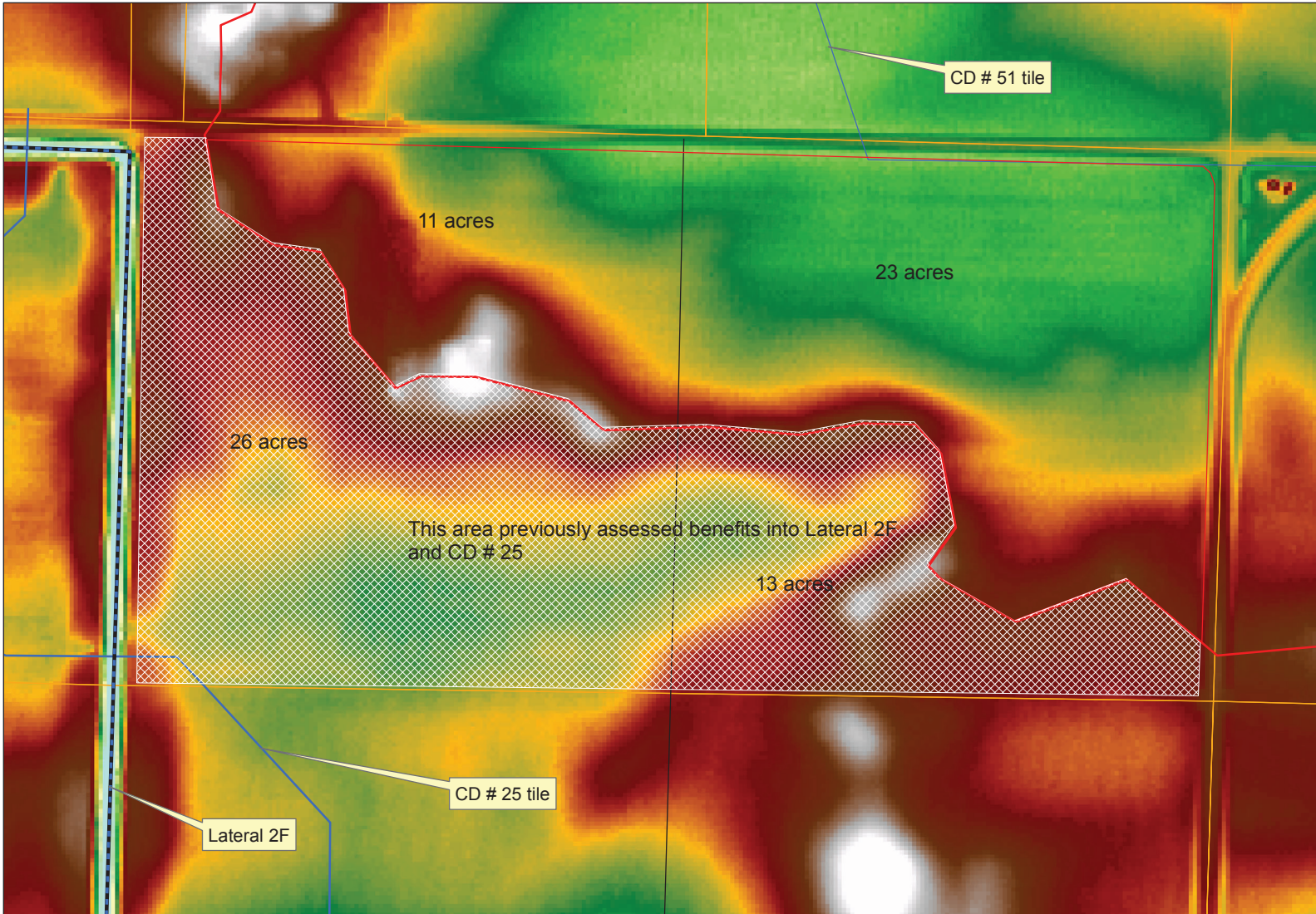
An outlet charge for the entire petitioned parcel was determined to be \$8230. This amount would have been the added acres share of the original construction cost.

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

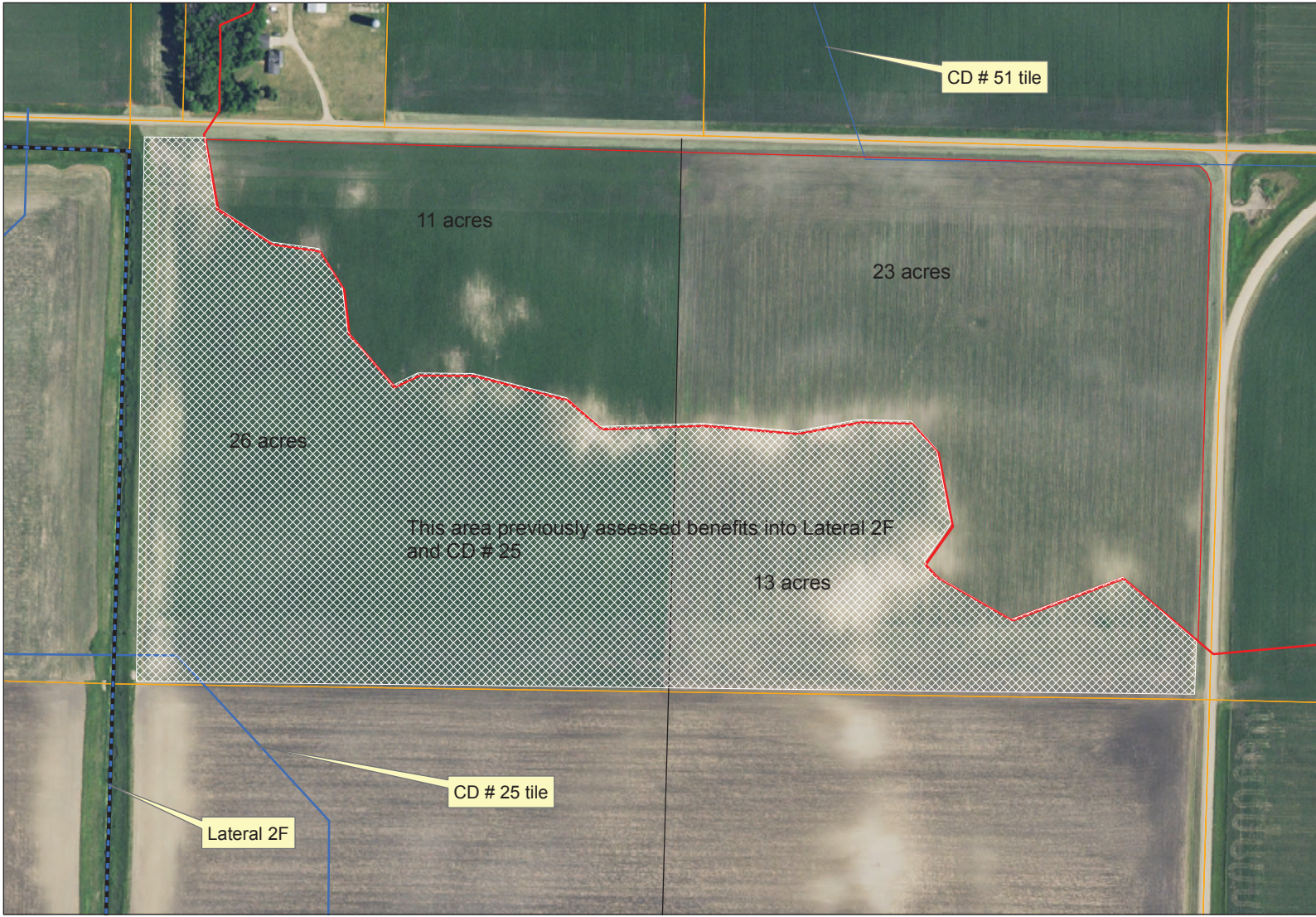


William Moldestad









JD 36 Lat2F Drainage Authority

April 2, 2024

The Board of County Commissioners met in Drainage Authority at 9:19 a.m. in the Commissioner's Room in the Government Center, Redwood Falls, Minnesota.

Present for all or portions of the meeting were Redwood County Commissioners Rick Wakefield, Denny Groebner, Dave Forkrud, Bob Van Hee, Jim Salfer, Environmental Director Nick Brozek, Redwood County Administrator Vicki Kletscher, Administrative Assistant Sierra Fluck, Lisa Dallenbach

On motion by Groebner, second by Salfer, the Board voted unanimously to adopt the agenda for JD 36 Lat2F Drainage Authority in the matter of Petition for Outlet.

The Board reviewed the Petition to Outlet.

On motion by Salfer, second by Groebner, the Board voted unanimously to accept the petition to use JD 36 Lat2F as an outlet.

On motion by Salfer, second by Groebner, the Board voted unanimously to appoint Bill Moldestad as ditch viewer.

On motion by Groebner, second by Salfer, the Board voted unanimously to set the final hearing for May 7<sup>th</sup>, 2024, at 10:00 a.m.

Meeting Adjourned at 9:25 a.m.

**STATE OF MINNESOTA**  
*Before the*  
**Redwood County Board of Commissioners**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**Lat 2F J 36**

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**In the Matter of:**

**the Petition to Outlet into Lat 2F J 36**

**FINDINGS AND ORDER APPROVING  
THE PETITION TO OUTLET INTO LAT  
2F J 36**

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The Redwood County Board of Commissioners, sitting as the drainage authority for Lat 2F J 36, pursuant to Minn. Stat. § 103E.401, having received a petition to outlet acres into Lat 2F J 36 on 03/20/2024; having appointed a viewer to determine the amount of benefits to the property described in the petition to outlet, and the amount to be paid as an outlet fee; and having received the viewer's report; having followed proper notice requirements in Minn. Stat. § 103E.401; and having held a public hearing and followed all requirements of chapter 103E, based on the record and proceedings, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ to adopt the following Findings and Order:

**Findings:**

1. The Redwood County Board of Commissioners is the drainage authority for Lat 2F J 36.
2. On 03/20/2024, the drainage authority received the petitioners' petition to outlet into Lat 2F J 36. The property to be benefitted by the outlet into Lat 2F J 36 is described on **Exhibit A**, attached hereto.
3. On 04/02/2024, the drainage authority appointed a viewer for the outlet petition and Environmental Director Nick Brozek administered the Viewer's Oath. Bill Moldestad was appointed as viewer.
4. The viewer completed their report, which included a benefits and outlet fee statement, on 04/17/2024, for all property benefitted by the outlet, and filed their report with the drainage authority.

5. The drainage authority, by order, set a public hearing on 05/07/2024, at 10:00 a.m., which is within 30 days after the property owners' reports were mailed.
6. A printed copy of the final hearing notice was posted for at least three weeks before the date of the final hearing at the front door of the Government Center of Redwood County.
7. Notice of the final hearing was published in the Redwood Gazette for three successive weeks prior to the hearing.
8. Within one week after the first publication of the notice, the Redwood County Environmental Director provided notice by mail of the time and location of the final hearing to the commissioner of natural resources, all property owners, and others affected by the petition to outlet and listed in the viewer's report.
9. Proper notice of the hearing was made in conjunction with Minn. Stat. § 103E.401 requirements and chapters 103E. A record of the notice requirements is on file with the drainage authority.
10. Evidence of all actions in this matter, including findings and orders, appointments, oaths, affidavits of mailing, publication, and posting as well as hearing agendas, presentation materials, and recordings are present in the record of proceedings and are incorporated by reference.
11. The drainage authority held a public hearing on the petition to outlet on 05/07/2024 at 9:00 a.m. at the Redwood County Government Center.
12. At the public hearing, Bill Moldestad, the duly appointed viewer, presented the viewer's report and explained the process of completing the viewer's report. Moldestad further provided detail of the viewing process and the information used by the viewer to: (1) determine the economic benefit to lands deriving a drainage benefit from the outlet into Lat 2F J 36; and (2) determine the amount to be paid as an outlet fee.
13. To determine the economic benefit to lands deriving a drainage benefit from the outlet into Lat 2F J 36, the viewer used the same benefit values that were used when Lat 2F J 36 was designed and constructed in 1983 and 1984. The benefit value was determined by using acres, soil type, and location.
14. The viewer used maps, LiDAR data, and other information, along with visual inspection of the watershed of the drainage system, to determine the boundaries of the benefiting area.
15. Based on detailed observations, the viewers determined benefit classifications, classified acres, and assigned economic benefit on a per acre basis.

16. Based on information received from the Redwood County Drainage Department, it is the viewer's opinion that the acres petitioning into Lat 2F J 36 should have a one-time outlet fee of \$8230.00.
17. The viewer kept an accurate account of all time engaged in viewing and examination; the nature and kind of work performed; the days the viewer was engaged in said work; the amount charged per day by the viewer; and every item of expense incurred by the viewer in said work.
18. The viewer's account of work has been filed with the drainage authority.
19. Upon review of information provided to the Board during the public hearing, the Board further finds that Lat 2F J 36 has the capacity to handle the additional acres described in the petition to outlet.
20. The viewer's report is attached as **Exhibit B**.
21. The benefits and outlet fee statement is attached as **Exhibit C**.
22. During the public hearing portion of the proceedings, the following persons appeared and provided comment:
23. At the close of the public comment hearing, Commissioner \_\_\_\_\_ moved to accept the Viewers Report. Commissioner \_\_\_\_\_ seconded and the motion carried.
24. At the close of the public comment hearing, Commissioner \_\_\_\_\_ moved to direct staff to prepare Findings and an Order consistent with the proceedings. Commissioner \_\_\_\_\_ seconded, and the motion carried.
25. Based on the proceedings herein, the evidence presented during the pendency of these proceedings, the testimony of the viewers, and the public comments received, the Board finds:
  - a. Lat 2F J 36 has sufficient capacity for the proposed outlet;
  - b. that the viewer's report completely and correctly represents the amount of benefits to the property from the outlet, and the amount to be paid as an outlet fee;
  - c. that no evidence was presented in opposition to the benefits and outlet fee determined by the viewers in the viewer's report;

- d. that the benefits and outlet fee, as reflected in the viewer’s report as **Exhibit B**, and as described in the benefits and outlet statement as **Exhibit C**, are proper, reasonable, and conform to the drainage code; and

**Order:**

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Redwood Lat 2F J 36, hereby orders as follows:

- A. The viewer’s report attached hereto as **Exhibit B**, and the benefits and outlet fee statement attached hereto as **Exhibit C** are hereby adopted by the Board and shall be used in conjunction with the existing Lat 2F J 36 benefits and damages in all subsequent proceedings.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the outlet benefits are added to the existing benefits previously determined for Redwood Lat 2F J 36.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were, \_\_\_\_yeas, \_\_\_\_nays, \_\_\_\_ absent, and \_\_\_\_ abstentions as follows:

	Yea	Nay	Absent	Abstain
Wakefield	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Groebner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forkrud	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salfer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Hee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

\_\_\_\_\_  
Wakefield, Chairperson

Dated: \_\_\_\_\_

\* \* \* \* \*

I, Nick Brozek, Redwood County Environmental Director, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the Redwood Lat 2F J 36 and find the same to be a true and correct transcript thereof. The above order was filed with me, Nick Brozek, Redwood County Environmental Director, on \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Nick Brozek



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Dept.:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Petitioner: Nick Brozek		
Petition to Outlet into CD 52 - Redwood Port Authority	<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 Findings and Order regarding the final hearing held on April 16 for the Petition to Outlet into CD 52 - Redwood Port Authority

**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 \*\***



**STATE OF MINNESOTA**  
*Before the*  
**Redwood County Board of Commissioners**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**County Ditch 52**

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**In the Matter of:**

**the Petition to Outlet into County Ditch  
52**

**FINDINGS AND ORDER APPROVING  
THE PETITION TO OUTLET INTO  
COUNTY DITCH 52**

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The Redwood County Board of Commissioners, sitting as the drainage authority for County Ditch 52, pursuant to Minn. Stat. § 103E.401, having received a petition to outlet acres into County Ditch 52 on 01/22/2024; having appointed a ditch viewer to determine the amount of benefits to the property described in the petition to outlet, and the amount to be paid as an outlet fee; and having received the viewer’s report; having followed proper notice requirements in Minn. Stat. § 103E.401; and having held a public hearing and followed all requirements of chapter 103E, based on the record and proceedings, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ to adopt the following Findings and Order:

**Findings:**

1. The Redwood County Board of Commissioners is the drainage authority for County Ditch 52.
2. On 01/22/2024, the drainage authority received the petitioners’ petition to outlet into County Ditch 52. The property to be benefitted by the outlet into County Ditch 52 is described on **Exhibit A**, attached hereto.
3. On 03/05/2024, the drainage authority appointed Mark Behrends as viewer for the outlet petition. Environmental Director Nick Brozek administered the Viewers’ Oath.
4. The viewer completed the report, which included a benefits and outlet fee statement, on 03/25/2024, for all property benefitted by the outlet, and filed the report with the drainage authority.

5. The drainage authority, by order, set a public hearing on 04/16/2024, which is within 30 days after the hearing notice was mailed.
6. A printed copy of the final hearing notice was posted for at least three weeks before the date of the final hearing at the front door of the Government Center of Redwood County.
7. Notice of the final hearing was published in the Redwood Gazette for three successive weeks prior to the hearing.
8. Within one week after the first publication of the notice, the Redwood County Environmental Director provided notice by mail of the time and location of the final hearing to the commissioner of natural resources, all property owners, and others affected by the petition to outlet and listed in the viewer's report.
9. Proper notice of the hearing was made in conjunction with Minn. Stat. § 103E.401 requirements and chapters 103E. A record of the notice requirements is on file with the drainage authority.
10. Evidence of all actions in this matter, including findings and orders, appointments, oaths, affidavits of mailing, publication, and posting as well as hearing agendas, presentation materials, and recordings are present in the record of proceedings and are incorporated by reference.
11. The drainage authority held a public hearing on the petition to outlet on 04/16/2024 at 9:00 a.m. at the Redwood County Government Center.
12. At the public hearing, Mark Behrends, the duly appointed viewer, presented the viewer's report and explained the process of completing the viewer's report. Behrends further provided detail of the viewing process and the information used by the viewer to: (1) determine the economic benefit to lands deriving a drainage benefit from the outlet into County Ditch 52; and (2) determine the amount to be paid as an outlet fee.
13. To determine the economic benefit to lands deriving a drainage benefit from the outlet into County Ditch 52, the viewer used the same benefit value for "A", "B", "C", and "D" soils that were used in the 2022 Re-determination of Benefits of County Ditch 52. The benefit value was determined by using acres, soil type, and location.
14. The viewer used maps, LiDAR data, and other information, along with visual inspection of the watershed of the drainage system, to determine the boundaries of the benefiting area.

15. Based on detailed observations, the viewer determined benefit classifications, classified acres, and assigned economic benefit on a per acre basis.
16. Based on information received from the Redwood County Drainage Department, it is the viewer's opinion that the acres petitioning into County Ditch 52 should have a one-time outlet fee of \$250 per acre.
17. The viewer kept an accurate account of all time engaged in viewing and examination; the nature and kind of work performed; the days the viewer was engaged in said work; the amount charged per day by the viewer; and every item of expense incurred by the viewer in said work.
18. The viewer's account of work has been filed with the drainage authority.
19. Upon review of information provided to the Board during the public hearing, the Board further finds that County Ditch 52 has the capacity to handle the additional acres described in the petition to outlet.
20. The viewer's report is attached as **Exhibit B**.
21. The benefits and outlet fee statement is attached as **Exhibit C**.
22. During the public hearing portion of the proceedings, the following persons appeared and provided comment:

Dean Zimmerli, Attorney for Petitioner:

- The request is being made for the purpose of a new industrial subdivision
- There will be a new outlet into CD 52
- 103E 4.11 can allow municipalities to outlet
- The outlet is necessary to promote public health
- The benefit and outlet fee are high, but ok
- Most of the subdivision is tiled into CD 52 already.
- A 12" line will be added, which is more efficient than going to the south.
- A retention pond will be used to hold water, adequate to hold 1 to 2 year rain events, which are the most common events.

Jim Doering, Public Works Project Coordinator, City of Redwood Falls

- Part of the subdivision currently flows into CD 22, which then flows into CD 52. This part will be rerouted directly into CD 52.

23. Based on the proceedings herein, the evidence presented during the pendency of these proceedings, the testimony of the viewer, and the public comments received, the Board finds:
- a. County Ditch 52 has sufficient capacity for the proposed outlet;
  - b. that the viewer’s report completely and correctly represents the amount of benefits to the property from the outlet, and the amount to be paid as an outlet fee;
  - c. that no evidence was presented in opposition to the benefits and outlet fee determined by the viewer in the viewer’s report;
  - d. that the benefits and outlet fee, as reflected in the viewer’s report as **Exhibit B**, and as described in the benefits and outlet statement as **Exhibit C**, are proper, reasonable, and conform to the drainage code; and

**Order:**

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Redwood County Ditch 52, hereby orders as follows:

- A. The viewer’s report attached hereto as **Exhibit B**, and the benefits and outlet fee statement attached hereto as **Exhibit C** are hereby adopted by the Board and shall be used in conjunction with the existing County Ditch 52 benefits and damages in all subsequent proceedings.
- B. The viewer is allowed payment of the account of work.
- C. The County Auditor shall ensure that the outlet benefits are added to the existing benefits previously determined for Redwood County Ditch 52.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were, \_\_\_ yeas, \_\_\_ nays, \_\_\_ absent, and \_\_\_ abstentions as follows:

	Yea	Nay	Absent	Abstain
Wakefield	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Redwood County Ditch 52 Findings and Order – Redwood Falls Port Authority Outlet Petition

Groebner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forkrud	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Salfer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Hee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

\_\_\_\_\_  
Wakefield, Chairperson

Dated: \_\_\_\_\_

\* \* \* \* \*

I, Nick Brozek, Redwood County Environmental Director, do hereby certify that I have compared the above motion; findings and order with the original thereof as the same appears of record and on file with the Redwood County Ditch 52 and find the same to be a true and correct transcript thereof. The above order was filed with me, Nick Brozek, Redwood County Environmental Director, on May 7, 2024.

IN TESTIMONY WHEREOF, I hereunto set my hand this  
7th day of May, 2024.

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Nick Brozek

CD52 Drainage Authority

April 16, 2024

The Board of County Commissioners met in Drainage Authority in the Commissioner's Room in the Government Center, Redwood Falls, Minnesota.

Present for all or portions of the meeting were Redwood County Commissioners Rick Wakefield, Denny Groebner, Dave Forkrud, Bob Van Hee, Jim Salfer, Environmental Director Nick Brozek, Redwood County Administrator Vicki Kletscher, Administrative Assistant Sierra Fluck, Attorney Dean Zimmerli, City of RWF Public Works Project Coordinator Jim Doering, Ditch Inspector Mark Behrends.

On motion by Salfer, second by Groebner, the Board voted unanimously to adopt the agenda for CD52 Drainage Authority in the matter of Petition for Outlet.

Brozek presented the record of notice requirements.

Zimmerli presented information regarding the current drainage system.

Behrends presented the viewers report and explained the outlet fee.

Doering updated further on the project.

- Salfer expressed concern about crossing the watershed.
- Doering stated that the acres being added to CD 52 currently outlet into CD 22, which then drains into CD 52.

On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the petition to outlet.

Brozek was ordered to prepare findings and order based off the Boards decision.

On motion by Salfer, second by Wakefield, the Board voted unanimously to approve the minutes from the March 5, 2024 meeting.

Meeting Adjourned at 9:20 a.m.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	May 7, 2024	<b>Originating Dept.:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>	May 21, 2024		
<b>Discussion Item:</b>		<b>Presenter:</b>	Nick Brozek
Partial abatement of ditch levy - Matthew & Ashley Pietig		<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:**

Abate \$608.71 of the Pietigs' \$1,626.72 ditch levy for JD 36 for 2024.

**Background Information:**

After issuing the levy, it was discovered that at some point in the past, the JD 36 benefits for the NW 1/4 of Section 15, Sundown Township were incorrectly applied in their entirety to Pietigs' 6-acre building site, leaving no benefits on any of the tillable acres in that quarter. This error most likely occurred when the building site was split off of the farm land, in 1992. Consequently, the benefits have been redistributed to the entire quarter based on acreage, ownership of which is split between the Pietigs and Wade Plotz Trust. The \$608.71 represents what would have been Plotz's portion had their parcel been on the benefit rolls. Moving forward, Plotz will be notified they are on the roll and future levies will be assessed accordingly.

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 \*\***