



REQUEST FOR BOARD ACTION

Requested Board Date:	December 3, 2024	Originating Dept.:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Jeanette		
3:45 pm Meeting of JD5 Redwood & Brown Ditch Authority	estimated time needed:	5 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Set public hearing on Petition for Improvement of JD 5 for Wednesday, January 15 at 2:00 pm. at the Springfield Community Center.

Background Information:

The petition was filed in the summer of 2022. Previous hearings were held with the landowners, engineers, and viewers, including a landowner meeting on November 25, 2024, and a hearing on the preliminary engineers report on September 19, 2023. The final engineers plans are complete and available for review at the Environmental Office.

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-Brown County Joint JD 5 Drainage Authority

Agenda

December 3, 2024 @ 3:45 p.m.

Redwood County Government Center
403 S Mill St
Redwood Falls, MN 56283

Brown County Courthouse
14 S State Street
New Ulm, MN 56073

Zoom meeting:

<https://us06web.zoom.us/j/86187092036?pwd=a8tNuDyaYiTdLQvI23tOEj8WzNMbuE.1>

Redwood County: Rick Wakefield, Dennis Groebner, Dave Forkrud
Brown County: Brian Braun, Jeff Veerkamp

1. Adopt Agenda
2. Set final hearing date and time – January 15, 2025 at 2:00 p.m. at the Springfield Community Center, 33 S Case Avenue, Springfield, MN.
3. Adjourn.

AGENDA
REDWOOD COUNTY BOARD OF COMMISSIONERS

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

TUESDAY DECEMBER 3, 2024
COMMISSIONERS ROOM, GOVERNMENT CENTER
REDWOOD FALLS, MINNESOTA

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

3:45 p.m.

- **JD 5 REDWOOD & BROWN DITCH AUTHORITY-** Wakefield, Forkrud, Groebner

4:00 p.m.

- Call to Order; Pledge of Allegiance
- Open Forum
- Review and approve December 3rd meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
 - November 19th minutes
 - Bills

4:00 p.m.

- **DITCH AUTHORITY- PUBLIC HEARING CD 28**
Jeanette Pidde & Brent Lang
 - 1) Petition for Authority to Use Co. Ditch 28 as an Outlet- Leroy Harnack
 - 2) Petition for Improvement of Drainage System Co. Ditch 93

4:20 p.m.

- **PLANNING & ZONING**
Jeanette Pidde
 - 1) Application for Conditional Use Permit #11-24

4:25 p.m.

- **OATH OF OFFICE- Assistant County Veteran Service Officer**
 - 1) Board Chair Salfer

4:30 p.m.

- **TECHNOLOGY**
Paul Parsons
 - 1) Marco Security Assessment
 - 2) FR Secure Assessment

4:40 p.m.

- **SHERIFF**
Jason Jacobson
 - 1) Central Square Change Orders

4:45 p.m.

➤ **MAINTENANCE**

Loren Gewerth

- 1) LEC Water Heater Upgrade Quotes
- 2) Contract for LEC Water Heater Upgrade
- 3) LEC LED Lighting Upgrade Quotes
- 4) Contract for LEC LED Lighting Upgrade

5:00 p.m.

➤ **BREAK**

5:10 p.m.

➤ **ROAD & BRIDGE**

Anthony Sellner

- 1) Budget Report
- 2) Bills
- 3) Award Construction Contract 24-8; Bridge Replacements
- 4) Authorize Board Chair and Administrator to sign Construction Contract 24-8
- 5) Signature of SAP 064-599-129 Bridge Grant Agreement with MnDOT
- 6) Resolution for SAP 064-599-129 Bridge Grant Agreement
- 7) Signature of SAP 064-599-135 Bridge Grant Agreement with MnDOT
- 8) Resolution for SAP 064-599-135 Bridge Grant Agreement
- 9) Declare Excess Equipment

5:30 p.m.

➤ **ADMINISTRATION**

- 1) MOU with First Children's Finance for the RCCIP Program
- 2) Environmental Assessments
- 3) Memorandums of Understanding regarding ARPA funds
- 4) MN DOR Agreement for Collection of Local Transit Sales and Use Tax
- 5) 2025 Board Meeting Dates
- 6) Newspaper Bid for 2025
- 7) Resolution designating Redwood Gazette as Official Newspaper
- 8) Professional Service Contract with Cherry Road Media
- 9) County-Wide Paper Quotes

Personnel Action Items:

- 1) New Hires

Commissioner Items:

Commissioners' Reports

6:00 p.m.

TRUTH IN TAXATION HEARING

- 1) 2025 Tax Levy Resolution
- 2) 2025 Budget Resolution

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

December 3rd – 4:00 p.m. –Redwood County Board Meeting– Redwood County Government Center Board Room

December 3rd – 6:00 p.m. –Redwood County Truth in Taxation Meeting– Redwood County Government Center Board Room

December 9–11th –Association of Minnesota Counties Annual Conference– Bloomington, MN

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

*** Redwood County ***



RACHELW
11/27/24 1:07PM

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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

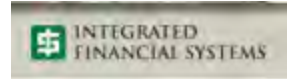
Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

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

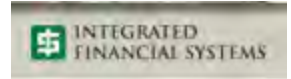


Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	DEPT			COMMISSIONERS			
43	64868 ONE OFFICE SOLUTION 01-002-000-0000-6401		83.16	APPOINTMENT BOOKS, CALENDARS 11/15/2024 11/15/2024	58979-01	OFFICE SUPPLIES & EQUIPMENT MAI N	
	64868 ONE OFFICE SOLUTION		83.16	1 Transactions			
2	DEPT Total:		83.16	COMMISSIONERS	1 Vendors	1 Transactions	
31	DEPT			COUNTY ADMINISTRATION			
7	13055 COLUMN SOFTWARE PBC 01-031-000-0000-6230		112.24	CANNABIS ORDINANCE NOTICE 11/21/2024 11/21/2024	1F46724E-0049	PRINTING & PUBLISHING	N
9	01-031-000-0000-6230		162.50	11/05 BOARD MINUTES 11/22/2024 11/22/2024	1F46724E-0050	PRINTING & PUBLISHING	N
	13055 COLUMN SOFTWARE PBC		274.74	2 Transactions			
46	74883 QUARNSTROM & DOERING PA 01-031-000-0000-6266		54.63	2024 OCT - WH 64P995354 10/17/2024 10/18/2024	88895	COURT APPOINTED ATTORNEYS	Y
	74883 QUARNSTROM & DOERING PA		54.63	1 Transactions			
48	76768 REDWOOD VALLEY LAW LTD 01-031-000-0000-6266		140.00	2024 OCT - SB JV2455 10/14/2024 10/18/2024	45418	COURT APPOINTED ATTORNEYS	Y
50	01-031-000-0000-6266		140.00	2024 SEP-OCT - ARD PR24665 09/26/2024 10/19/2024	45424	COURT APPOINTED ATTORNEYS	Y
49	01-031-000-0000-6266		50.00	2024 SEP-OCT - TLS JV2440 09/26/2024 10/22/2024	45462	COURT APPOINTED ATTORNEYS	Y
51	01-031-000-0000-6266		380.00	2024 OCT - JBE JV2433 10/14/2024 10/22/2024	45471	COURT APPOINTED ATTORNEYS	Y
54	01-031-000-0000-6266		300.00	2024 SEP-OCT - JF JV2466 09/23/2024 10/28/2024	45472	COURT APPOINTED ATTORNEYS	Y
52	01-031-000-0000-6266		410.00	2024 SEP-OCT - JLM JV2460 09/30/2024 10/22/2024	45477	COURT APPOINTED ATTORNEYS	Y
53	01-031-000-0000-6266		270.00	2024 SEP-OCT - BKN JV23133 09/30/2024 10/18/2024	45478	COURT APPOINTED ATTORNEYS	Y
	76768 REDWOOD VALLEY LAW LTD		1,690.00	7 Transactions			
	82432 SMITH/SHERRI LYN						

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



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59	01-031-000-0000-6266		152.03	COURT VISITOR - P995354 11/04/2024 11/04/2024	2024-129	COURT APPOINTED ATTORNEYS	Y
	82432 SMITH/SHERRI LYN		152.03	1 Transactions			
71	90477 UNITED COMMUNITY ACTION PARTNERSH 01-031-000-2801-6899		619.92	LOCAL HOMELESS PREVENTION 09/01/2024 09/30/2024	STMT	LOCAL HOMELESS PREVENTION AID	Y
	90477 UNITED COMMUNITY ACTION PARTNERSH		619.92	1 Transactions			
31	DEPT Total:		2,791.32	COUNTY ADMINISTRATION	5 Vendors	12 Transactions	
41	DEPT 13055 COLUMN SOFTWARE PBC			AUDITOR-TREASURER			
8	01-041-000-0000-6401		131.08	2ND HALF PROP TAX NOTICE 11/07/2024 11/14/2024	77A1E109-0012	OFFICE SUPPLIES & EQUIPMENT MAI	N
	13055 COLUMN SOFTWARE PBC		131.08	1 Transactions			
14	13235 COUNTIES PROVIDING TECHNOLOGY 01-041-000-2758-6401		170.00	2024 NOV - TAX WEB HOST 11/01/2024 11/30/2024	2475	OFFICE SUPPLIES	N
	13235 COUNTIES PROVIDING TECHNOLOGY		170.00	1 Transactions			
41	DEPT Total:		301.08	AUDITOR-TREASURER	2 Vendors	2 Transactions	
42	DEPT 13055 COLUMN SOFTWARE PBC			ASSESSOR			
10	01-042-000-0000-6242		103.18	HOMESTEAD NOTICE 11/06/2024 11/06/2024	99FC46A9-0004	DUES & REGISTRATION FEES	N
	13055 COLUMN SOFTWARE PBC		103.18	1 Transactions			
13	13235 COUNTIES PROVIDING TECHNOLOGY 01-042-000-2758-6401		365.00	2024 NOV - CAMA MONTHLY 11/01/2024 11/30/2024	2475	OFFICE SUPPLIES	N
	13235 COUNTIES PROVIDING TECHNOLOGY		365.00	1 Transactions			
42	DEPT Total:		468.18	ASSESSOR	2 Vendors	2 Transactions	
43	DEPT			LICENSE CENTER			

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40	64868 ONE OFFICE SOLUTION 01-043-000-0000-6401		108.88	RIBBON, HIGHLIGHTER, TRAY 11/13/2024 11/20/2024	RWCLIC	OFFICE SUPPLIES & EQUIPMENT MAI	N
	64868 ONE OFFICE SOLUTION		108.88	1 Transactions			
43	DEPT Total:		108.88	LICENSE CENTER	1 Vendors	1 Transactions	
61	DEPT 64868 ONE OFFICE SOLUTION			ADMINISTRATOR			
42	01-061-000-0000-6401		74.02	APPOINTMENT BOOKS, CALENDARS 11/15/2024 11/15/2024	58979-00	OFFICE SUPPLIES & EQUIPMENT MAI	N
	64868 ONE OFFICE SOLUTION		74.02	1 Transactions			
61	DEPT Total:		74.02	ADMINISTRATOR	1 Vendors	1 Transactions	
63	DEPT 18655 DS SOLUTIONS INC			ELECTIONS			
23	01-063-821-2718-6291		2,075.00	ELECTION JUDGE TRAINING 11/13/2024 11/13/2024	13742	ONLINE EJ COURSE EXPENSES	N
	18655 DS SOLUTIONS INC		2,075.00	1 Transactions			
63	DEPT Total:		2,075.00	ELECTIONS	1 Vendors	1 Transactions	
64	DEPT 13235 COUNTIES PROVIDING TECHNOLOGY			COMPUTER			
12	01-064-000-0000-6264		6,280.00	2024 NOV DATA PROCESSING, APEX 11/01/2024 11/30/2024	2475	PROGRAMMING EXPENSES	N
	13235 COUNTIES PROVIDING TECHNOLOGY		6,280.00	1 Transactions			
37	57230 MN COUNTIES COMPUTER COOPERATIVE 01-064-000-0000-6264 E		1,743.60	ADOBE ACROBAT 11/10/2024 11/09/2025	2411051	PROGRAMMING EXPENSES	N
	57230 MN COUNTIES COMPUTER COOPERATIVE		1,743.60	1 Transactions			
38	57364 MN OFFICE OF ENTERPRISE TECHNOLOG' 01-064-000-0000-6264		4,885.73	CROWDSTRIKE 07/01/2024 10/14/2024	23060530.23090533	PROGRAMMING EXPENSES	N

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No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
57364	MN OFFICE OF ENTERPRISE TECHNOLOG		4,885.73		1 Transactions		
58700	MORRIS ELECTRONICS INC						
39	01-064-000-0000-6264		226.56	PHONE FACTOR 11/11/2024	10794 11/11/2024	PROGRAMMING EXPENSES	N
58700	MORRIS ELECTRONICS INC		226.56		1 Transactions		
64	DEPT Total:		13,135.89	COMPUTER	4 Vendors	4 Transactions	
91	DEPT			ATTORNEY			
13800	COUNTY OF RENVILLE						
20	01-091-000-0000-6271		75.00	SUBPOENA SERVICE 64CR24597 11/12/2024	4208 11/12/2024	SUBPOENA SERVICE	N
19	01-091-000-0000-6271		150.00	SUBPOENA SERVICE 64CR24597 11/21/2024	4210.4212 11/21/2024	SUBPOENA SERVICE	N
13800	COUNTY OF RENVILLE		225.00		2 Transactions		
64868	ONE OFFICE SOLUTION						
41	01-091-000-0000-6401		375.00	OFFICE CHAIR 11/18/2024	584480-00 11/18/2024	OFFICE SUPPLIES & EQUIPMENT MAI	N
64868	ONE OFFICE SOLUTION		375.00		1 Transactions		
82467	SMITH & JOHNSON						
60	01-091-821-2718-6266		4,125.00	2024 NOV - REV REPLACE 6.1 11/01/2024	STMT 11/30/2024	ARPA: COURT APPOINTED ATTORNE	Y
82467	SMITH & JOHNSON		4,125.00		1 Transactions		
93610	THOMSON REUTERS - WEST OR WEST						
70	01-091-000-0000-6420		901.44	2024 OCT - WEST INFO CHARGES 10/01/2024	850979639 10/31/2024	LEGAL RESOURCES	N
93610	THOMSON REUTERS - WEST OR WEST		901.44		1 Transactions		
91	DEPT Total:		5,626.44	ATTORNEY	4 Vendors	5 Transactions	
118	DEPT			COURTHOUSE MAINTENANCE			
13037	COLE PAPERS INC						
6	01-118-000-0000-6410		652.08	PT, SOAP 11/22/2024	10513766 11/22/2024	FLOOR & CLEANING SUPPLIES	N

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13037	COLE PAPERS INC		652.08		1 Transactions		
24	20730 ECOWATER SYSTEMS OF REDWOOD FALL 01-118-000-0000-6259		229.90	RO FILTERS - SWHHS 11/10/2024 11/10/2024	128318	UTILITIES - HS & PHS	N
	20730 ECOWATER SYSTEMS OF REDWOOD FALL		229.90		1 Transactions		
66	83965 SUMMIT FIRE PROTECTION 01-118-000-0000-6251		336.10	FIRE EXTINGUISHER INSPECT - JC 11/14/2024 11/14/2024	2819702	UTILITIES - COURTHOUSE/JC	N
	83965 SUMMIT FIRE PROTECTION		336.10		1 Transactions		
118	DEPT Total:		1,218.08	COURTHOUSE MAINTENANCE	3 Vendors	3 Transactions	
129	DEPT 10058 CANON FINANCIAL SERVICES INC			VETERAN SERVICE OFFICER			
1	01-129-000-0000-6202		72.03	2024 NOV - COPIER LEASE 11/01/2024 11/30/2024	36184856	TELEPHONE/FAX EXPENSE	N
	10058 CANON FINANCIAL SERVICES INC		72.03		1 Transactions		
32	53227 LOFFLER COMPANIES INC 01-129-000-0000-6401		7.91	COPIER OVRAGE 10/01/2024 10/30/2024	4849812	OFFICE SUPPLIES & EQUIPMENT MAI	N
	53227 LOFFLER COMPANIES INC		7.91		1 Transactions		
129	DEPT Total:		79.94	VETERAN SERVICE OFFICER	2 Vendors	2 Transactions	
201	DEPT 10413 CENTRACARE			SHERIFF			
2	01-201-000-0000-6355		200.56	INMATE MEDICAL - RDS 11/14/2024 11/14/2024	STMT	BOARDING PRISONER MEDICAL EXPI	6
3	01-201-000-0000-6355		310.55	INMATE MEDICAL - SRB 08/27/2024 08/27/2024	STMT	BOARDING PRISONER MEDICAL EXPI	6
4	01-201-000-0000-6355		178.51	INMATE MEDICAL - ROS 10/18/2024 10/18/2024	STMT	BOARDING PRISONER MEDICAL EXPI	6
5	01-201-000-0000-6355		84.32	INMATE MEDICAL - BS 07/11/2024 07/11/2024	STMT	BOARDING PRISONER MEDICAL EXPI	6

*** Redwood County ***

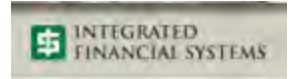


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10413	CENTRACARE		773.94		4 Transactions		
21801	CORRECTIONAL DENTISTRY LLC						
11	01-201-000-0000-6355		297.00	INMATE MEDICAL - RS 11/01/2024 11/01/2024	STMT	BOARDING PRISONER MEDICAL EXPI	Y
21801	CORRECTIONAL DENTISTRY LLC		297.00		1 Transactions		
13800	COUNTY OF RENVILLE						
17	01-201-000-0000-6354		23,175.00	2024 OCT - INMATE BOARDING 10/01/2024 10/31/2024	10831	BOARDING PRISONERS	N
18	01-201-000-0000-6355		1,909.15	2024 OCT - INMATE MEDICAL 10/01/2024 10/31/2024	10831	BOARDING PRISONER MEDICAL EXPI	N
13800	COUNTY OF RENVILLE		25,084.15		2 Transactions		
13916	COUNTY OF WRIGHT - SHERIFF						
21	01-201-000-0000-6354		4,500.00	2024 OCT - INMATE BOARDING 10/01/2024 10/31/2024	45566	BOARDING PRISONERS	N
22	01-201-000-0000-6355		115.94	2024 OCT - INMATE MEDICAL 10/01/2024 10/31/2024	45566	BOARDING PRISONER MEDICAL EXPI	N
13916	COUNTY OF WRIGHT - SHERIFF		4,615.94		2 Transactions		
25810	FLEET SERVICES DIVISION-DEPT OF ADMI						
25	01-201-000-0000-6343		13,888.68	2024 OCT - PATROL CAR LEASE 10/01/2024 10/31/2024	2025040032	PATROL CAR LEASE	N
25810	FLEET SERVICES DIVISION-DEPT OF ADMI		13,888.68		1 Transactions		
53598	LOWER SIOUX HEALTH CARE CENTER						
33	01-201-000-0000-6355		15.00	INMATE MEDICAL - JN 10/31/2024 10/31/2024	17	BOARDING PRISONER MEDICAL EXPI	6
53598	LOWER SIOUX HEALTH CARE CENTER		15.00		1 Transactions		
55924	MCKESSON MEDICAL-SURGICAL						
35	01-201-000-0000-6355		103.07	2024 NOV - INMATE MEDICAL 11/01/2024 11/30/2024	22858400	BOARDING PRISONER MEDICAL EXPI	N
55924	MCKESSON MEDICAL-SURGICAL		103.07		1 Transactions		
56093	MIDWEST POLICE AND COMMAND VEHICL						
36	01-201-000-2746-6601		4,994.70	SQUAD CAR EQUIP 11/15/2024 11/15/2024	1028	CAPITAL OUTLAY (\$5,000 AND OVER)	Y

*** Redwood County ***



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56093	MIDWEST POLICE AND COMMAND VEHICL		4,994.70		1 Transactions		
45	71900 PLUNKETT'S PEST CONTROL INC 01-201-000-0000-6301		61.34	PEST CONTROL - LEC 11/05/2024 11/05/2024	8877539	EQUIPMENT & BUILDING MAINTENAN	N
	71900 PLUNKETT'S PEST CONTROL INC		61.34		1 Transactions		
47	74900 QUILL LLC 01-201-000-0000-6401		207.80	CALENDARS 10/30/2024 10/30/2024	41322181	OFFICE SUPPLIES & EQUIPMENT MAI	N
	74900 QUILL LLC		207.80		1 Transactions		
55	77020 RICKY J'S CAR WASH 01-201-000-0000-6565		70.00	2024 OCT - CAR WASHES 10/06/2024 10/14/2024	86833	PATROL CAR EXPENSES-OWNED	N
	77020 RICKY J'S CAR WASH		70.00		1 Transactions		
56	76758 RTS LLC 01-201-000-0000-6343		30.00	TIRE REPAIR 11/21/2024 11/21/2024	16451	PATROL CAR LEASE	Y
	76758 RTS LLC		30.00		1 Transactions		
58	80167 SANFORD HEALTH 01-201-000-0000-6404		91.00	INMATE MEDICAL - RKB 11/04/2024 11/04/2024	323017054	INVESTIGATION EXPENSES	6
	80167 SANFORD HEALTH		91.00		1 Transactions		
61	83299 SOUTHWEST HEALTH & HUMAN SERVICES 01-201-000-0000-6407	E	225.00	2025 FOOD & LODGING LICENSE 01/01/2025 12/31/2025	932	JAIL EXPENSES	N
	83299 SOUTHWEST HEALTH & HUMAN SERVICES		225.00		1 Transactions		
62	83302 SOUTHWEST SALES & SERVICE 01-201-000-0000-6343		679.56	TIRES - 2023 EXPLORER 11/19/2024 11/19/2024	23386	PATROL CAR LEASE	N
63	01-201-000-0000-6565		81.64	OIL CHANGE - TRAVERSE 11/20/2024 11/20/2024	23404	PATROL CAR EXPENSES-OWNED	N
	83302 SOUTHWEST SALES & SERVICE		761.20		2 Transactions		

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

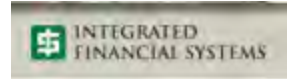


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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
67	83965 SUMMIT FIRE PROTECTION 01-201-000-0000-6301		280.00	FIRE EXTINGUISHER INSPECT - LE 11/11/2024 11/11/2024	2811217	EQUIPMENT & BUILDING MAINTENAN	N
	83965 SUMMIT FIRE PROTECTION		280.00	1 Transactions			
68	84150 SWARD-KEMP DRUG 01-201-000-0000-6355		291.77	2024 OCT - INMATE MEDICAL 10/01/2024 10/31/2024	020368	BOARDING PRISONER MEDICAL EXPI	N
	84150 SWARD-KEMP DRUG		291.77	1 Transactions			
72	91492 VOYAGER FLEET SYSTEMS INC 01-201-000-0000-6343		421.55	2024 NOV - FUEL 11/01/2024 11/30/2024	8691019802448	PATROL CAR LEASE	N
	91492 VOYAGER FLEET SYSTEMS INC		421.55	1 Transactions			
201	DEPT Total:		52,212.14	SHERIFF	18 Vendors	24 Transactions	
212	DEPT 13725 COUNTY OF RAMSEY			CORONER			
15	01-212-000-0000-6899		1,561.00	POSTMORTEM EXAM - ICR#24204563 10/18/2024 10/18/2024	MEDEX-037587	MISCELLANEOUS	N
16	01-212-000-0000-6899		1,400.00	POSTMORTEM EXAM - ICR#24108624 11/07/2024 11/07/2024	MEDEX-037588	MISCELLANEOUS	N
	13725 COUNTY OF RAMSEY		2,961.00	2 Transactions			
64	76760 STEPHENS FUNERAL SERVICES INC 01-212-000-0000-6899		450.00	REMOVAL & TRANSPORT - 24108624 11/08/2024 11/08/2024	STMT	MISCELLANEOUS	N
	76760 STEPHENS FUNERAL SERVICES INC		450.00	1 Transactions			
212	DEPT Total:		3,411.00	CORONER	2 Vendors	3 Transactions	
255	DEPT 83902 SUBWAY of REDWOOD FALLS			RESTORATIVE JUSTICE			
65	01-255-000-2863-6401		399.05	2024 OCT-NOV - FOOD FOR CIRCLE 10/28/2024 11/07/2024	STMT	RESTORATIVE JUSTICE EXPENSES	N
	83902 SUBWAY of REDWOOD FALLS		399.05	1 Transactions			

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

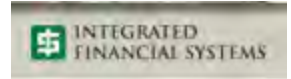


Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

1 GENERAL

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	1099
255	DEPT Total:				399.05	RESTORATIVE JUSTICE			1 Vendors		1 Transactions
601	DEPT					AGRICULTURAL INSPECTION					
26	28650	GARY KERKHOFF CONSTRUCTION INC			350.00	RW HISTORICAL CAMPGROUND SEPTC	11/19/2024 11/19/2024	008475		ARPA: CAPITAL OUTLAY (\$5,000 AND	N
27		01-601-821-2718-6601			7,767.30	RW HISTORICAL CAMPGROUND SEPTC	11/19/2024 11/19/2024	008501		ARPA: CAPITAL OUTLAY (\$5,000 AND	N
	28650	GARY KERKHOFF CONSTRUCTION INC			8,117.30		2 Transactions				
31	45745	KECK TREE SERVICE			750.00	RW HISTORICAL CAMPGROUP SEPTC	11/19/2024 11/19/2024	1083		ARPA: CAPITAL OUTLAY (\$5,000 AND	Y
	45745	KECK TREE SERVICE			750.00		1 Transactions				
30	46050	KERKHOFF PLUMBING & HEATING INC			805.25	RW HISTORICAL CAMPGROUP SEPTC	11/19/2024 11/19/2024	13599		ARPA: CAPITAL OUTLAY (\$5,000 AND	N
	46050	KERKHOFF PLUMBING & HEATING INC			805.25		1 Transactions				
29	47700	KLABUNDE ELECTRIC INC			2,601.25	RW HISTORICAL CAMPGROUP SEPTC	11/19/2024 11/19/2024	7571		ARPA: CAPITAL OUTLAY (\$5,000 AND	N
	47700	KLABUNDE ELECTRIC INC			2,601.25		1 Transactions				
57	80004	S & S RENTAL LLC			149.00	RW HISTORICAL CAMPGROUND SEPTC	11/19/2024 11/19/2024	3833		ARPA: CAPITAL OUTLAY (\$5,000 AND	Y
	80004	S & S RENTAL LLC			149.00		1 Transactions				
69	87775	TNT CONSTRUCTION-KERKHOFF INC			42,487.00	RW HISTORICAL CAMPGROUND SEPTC	11/19/2024 11/19/2024	24291		ARPA: CAPITAL OUTLAY (\$5,000 AND	N
	87775	TNT CONSTRUCTION-KERKHOFF INC			42,487.00		1 Transactions				
601	DEPT Total:				54,909.80	AGRICULTURAL INSPECTION			6 Vendors		7 Transactions
620	DEPT					SOIL AND WATER CONSERVATION DIST					

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



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

1 GENERAL

Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
28	30480 GREAT AMERICAN FINANCIAL SERVICES	01-620-000-0000-6401		188.25	10/16-11/15 COPIER LEASE	37908661	OFFICE SUPPLIES & EQUIP MNTCE	N
					10/16/2024 11/15/2024			
	30480 GREAT AMERICAN FINANCIAL SERVICES			188.25		1 Transactions		
44	70761 PETERSON COMPANY LTD	01-620-000-0000-6262		4,500.00	AUDIT SERVICES	30287	AUDIT SERVICES	N
					11/12/2024 11/12/2024			
	70761 PETERSON COMPANY LTD			4,500.00		1 Transactions		
620	DEPT Total:			4,688.25	SOIL AND WATER CONSERVATION DIST	2 Vendors	2 Transactions	
1	Fund Total:			141,582.23	GENERAL		71 Transactions	

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			DITCH MAINTENANCE			
	50050 L & S CONSTRUCTION CORP						
73	15-611-000-0000-6896		4,211.72	JD 36 FEMA '18 11/25/2024 11/25/2024	112224-A	FEMA EXPENDITURES	N
74	15-611-000-0000-6896		23,028.21	JD 36 FEMA 19 11/25/2024 11/25/2024	112224-A	FEMA EXPENDITURES	N
75	15-611-000-0000-6899		157.12	JD 36 DITCH REPAIR 11/25/2024 11/25/2024	112224-A	MISCELLANEOUS	N
76	15-611-000-0000-6896		3,357.96	JD 36 FEMA 19 11/25/2024 11/25/2024	112224B	FEMA EXPENDITURES	N
77	15-611-000-0000-6899		135.71	JD 36 DITCH REPAIR 11/25/2024 11/25/2024	112224B	MISCELLANEOUS	N
78	15-611-000-0000-6896		2,310.10	JD 36 FEMA 19 11/25/2024 11/25/2024	112224C	FEMA EXPENDITURES	N
79	15-611-000-0000-6899		160.67	JD 36 DITCH REPAIR 11/25/2024 11/25/2024	112224C	MISCELLANEOUS	N
80	15-611-000-0000-6899		2,750.00	JD 36 DITCH REPAIR 11/25/2024 11/25/2024	11224D&E	MISCELLANEOUS	N
	50050 L & S CONSTRUCTION CORP		36,111.49	8 Transactions			
	77350 RINKE-NOONAN LTD						
81	15-611-000-0000-6899		656.50	JD 5 PETITION 11/25/2024 11/25/2024	381478	MISCELLANEOUS	Y
	77350 RINKE-NOONAN LTD		656.50	1 Transactions			
611	DEPT Total:		36,767.99	DITCH MAINTENANCE	2 Vendors	9 Transactions	
15	Fund Total:		36,767.99	DITCH		9 Transactions	

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



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

22 SOLID WASTE

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
393	DEPT		HAZARDOUS WASTE			
	34134 HOFFMAN FILTER SERVICE LLC					
90	22-393-000-0000-6362		157.50 USED FILTER DISPOSAL	94219	HOUSEHOLD HAZARDOUS WASTE E	Y
			11/19/2024 11/19/2024			
	34134 HOFFMAN FILTER SERVICE LLC		157.50	1 Transactions		
393	DEPT Total:		157.50 HAZARDOUS WASTE	1 Vendors		1 Transactions
22	Fund Total:		157.50 SOLID WASTE			1 Transactions

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*** Redwood County ***



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

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
55634	MARSH & MCLENNAN AGENCY LLC						
34	73-801-000-0000-6178		436.00	2024 DEC - WELLNESS FEE 12/01/2024 12/31/2024	2885632	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	

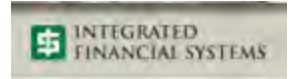
*** Redwood County ***



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
620	DEPT 27615 GEIS/STEVEN D			SOIL AND WATER CONSERVATION DIST			
82	85-620-993-0000-6899		3,351.00	COVER CROP 11/13/2024	STMT 11/13/2024 1 Transactions	SOIL HEALTH DELIVERY 2025 EXPEN	Y
	27615 GEIS/STEVEN D		3,351.00				
83	39505 J & J RADDATZ FARMS LLC 85-620-993-0000-6899		1,623.00	COVER CROP 11/22/2024	STMT 11/22/2024 1 Transactions	SOIL HEALTH DELIVERY 2025 EXPEN	N
	39505 J & J RADDATZ FARMS LLC		1,623.00				
84	46696 KIEPER/CURTIS 85-620-993-0000-6899		1,050.00	COVER CROP 11/13/2024	STMT 11/13/2024 1 Transactions	SOIL HEALTH DELIVERY 2025 EXPEN	Y
	46696 KIEPER/CURTIS		1,050.00				
85	55092 MAGES/LUKE 85-620-993-0000-6899		1,527.00	COVER CROP 11/13/2024	STMT 11/13/2024 1 Transactions	SOIL HEALTH DELIVERY 2025 EXPEN	Y
	55092 MAGES/LUKE		1,527.00				
86	71415 PLAETZ/ROBERT F 85-620-965-0000-6802		6,774.00	WATER & SEDIMENT CONTROL BASIN 11/18/2024	STMT 11/18/2024 1 Transactions	SWCD CHECKING EXPENSES	Y
	71415 PLAETZ/ROBERT F		6,774.00				
87	72546 PRECHEL/KYLE 85-620-993-0000-6899		1,980.00	COVER CROP 11/21/2024	STMT 11/21/2024 1 Transactions	SOIL HEALTH DELIVERY 2025 EXPEN	Y
	72546 PRECHEL/KYLE		1,980.00				
88	81845 SHELBY FARMS INC 85-620-993-0000-6899		4,800.00	COVER CROP 11/13/2024	STMT 11/13/2024 1 Transactions	SOIL HEALTH DELIVERY 2025 EXPEN	N
	81845 SHELBY FARMS INC		4,800.00				
89	86472 TEWS/PAUL 85-620-990-0000-6802		4,800.00	COVER CROP 11/18/2024	STMT 11/18/2024	WATER MANAGEMENT PLAN EXPENS	Y

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*** Redwood County ***

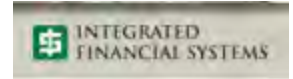


Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

85 SOIL & WATER CONSERVA

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
86472	TEWS/PAUL		4,800.00		1 Transactions		
620	DEPT Total:		25,905.00	SOIL AND WATER CONSERVATION DIST	8 Vendors		8 Transactions
85	Fund Total:		25,905.00	SOIL & WATER CONSERVATION			8 Transactions
	Final Total:		204,848.72		67 Vendors		90 Transactions

*** Redwood County ***



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	141,582.23	GENERAL
15	36,767.99	DITCH
22	157.50	SOLID WASTE
73	436.00	INSURANCE
85	25,905.00	SOIL & WATER CONSERVATION
All Funds	204,848.72	Total

Approved by,
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*** Redwood County ***



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

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

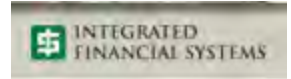
Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
42	DEPT			ASSESSOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
55	01-042-000-0000-6334		663.20	LODGING @ TR - RP 10/27/2024 10/31/2024	3111201710	LODGING & EXPENSE	N
56	01-042-000-0000-6334		85.12-	LODGING REFUND 10/27/2024 10/31/2024	3111201710	LODGING & EXPENSE	N
57	01-042-000-0000-6242	E	105.00	2025 MAAO MEMBERSHIP - RP 01/01/2025 12/31/2025	9125	DUES & REGISTRATION FEES	N
59	01-042-000-0000-6242	E	105.00	2025 MAAO MEMBERSHIP - SE 01/01/2025 12/31/2025	9421	DUES & REGISTRATION FEES	N
58	01-042-000-0000-6242	E	105.00	2025 MAAO MEMBERSHIP - BZ 01/01/2025 12/31/2025	9885	DUES & REGISTRATION FEES	N
60	01-042-000-0000-6242	E	105.00	2025 MAAO MEMBERSHIP - JJ 01/01/2025 12/31/2025	9920	DUES & REGISTRATION FEES	N
52	01-042-000-0000-6334		35.00	MEALS @ TR - RP 10/28/2024 10/28/2024	STMT	LODGING & EXPENSE	N
53	01-042-000-0000-6334		19.03	MEALS @ TR - RP 10/29/2024 10/29/2024	STMT	LODGING & EXPENSE	N
54	01-042-000-0000-6334		13.07	MEALS @ TR - RP 10/30/2024 10/30/2024	STMT	LODGING & EXPENSE	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,065.18	9 Transactions			
42	DEPT Total:		1,065.18	ASSESSOR	1 Vendors	9 Transactions	
61	DEPT			ADMINISTRATOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
34	01-061-000-0000-6401		30.07	CALENDAR 11/08/2024 11/08/2024	W2225958326	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		30.07	1 Transactions			
61	DEPT Total:		30.07	ADMINISTRATOR	1 Vendors	1 Transactions	
63	DEPT			ELECTIONS			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
1	01-063-000-0000-6899		405.08	ELECTION ENVELOPES 10/22/2024 10/22/2024	26173961	MISCELLANEOUS	N
2	01-063-000-0000-6899		10.45	POSTAGE - CANVASSING ABSTRACT 11/08/2024 11/08/2024	STMT	MISCELLANEOUS	N

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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21275	ELAN CORPORATE PAYMENT SYSTEMS		415.53		2 Transactions		
63	DEPT Total:		415.53	ELECTIONS	1 Vendors	2 Transactions	
64	DEPT			COMPUTER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
28	01-064-000-0000-6401		13.52	EXTENSION CABLES 10/21/2024 10/21/2024	0587411 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
31	01-064-000-0000-6401		43.25	MONITOR DESK MOUNT 10/30/2024 10/30/2024	1445817 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
27	01-064-000-0000-6401		989.99	COMPUTERS 10/18/2024 10/18/2024	4741807 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
29	01-064-000-0000-6401		27.32	DVD WRITER 10/18/2024 10/18/2024	4741807 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		1,074.08		4 Transactions		
64	DEPT Total:		1,074.08	COMPUTER	1 Vendors	4 Transactions	
91	DEPT			ATTORNEY			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
20	01-091-000-2769-6401		982.73	PROMO ITEMS 10/31/2024 10/31/2024	28378702	OFFICE & PROGRAM EXPENSES	N
23	01-091-000-0000-6334		298.82	LODGING @ MCAA MTG - SN 12/04/2024 12/06/2024	3173835164	LODGING/MILEAGE	N
17	01-091-000-0000-6334		170.73	LODGING @ CHIPS CON - AB 10/24/2024 10/25/2024	685132	LODGING/MILEAGE	N
19	01-091-000-0000-6242		325.00	REG @ MCAA MTG - JP 12/04/2024 12/06/2024	702175941	DUES & REGISTRATION FEES	N
21	01-091-000-0000-6420		25.00	2024 MCAA CRIMINAL ELEMENTS 11/19/2024 11/19/2024	705289161	LEGAL RESOURCES	N
22	01-091-000-0000-6242		325.00	REG @ MCAA MTG - SN 12/04/2024 12/06/2024	705321798	DUES & REGISTRATION FEES	N
38	01-091-000-0000-6401		50.48	KEYBOARD TRAY 11/12/2024 11/12/2024	8370643 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
24	01-091-000-0000-6242		305.00	LICENSE REGISTRATION - AB 11/20/2024 11/20/2024	LAWYER-324513	DUES & REGISTRATION FEES	N
18	01-091-000-0000-6425		32.75	POSTAGE - 64CR24735 10/30/2024 10/30/2024	STMT	POSTAGE	N

*** Redwood County ***



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21275	ELAN CORPORATE PAYMENT SYSTEMS		2,515.51		9 Transactions		
91	DEPT Total:		2,515.51	ATTORNEY	1 Vendors	9 Transactions	
101	DEPT			RECORDER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
3	01-101-000-0000-6401		21.30	POSTAGE 11/18/2024	STMT 11/18/2024	OFFICE SUPPLIES & EQUIPMENT MAI	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		21.30		1 Transactions		
101	DEPT Total:		21.30	RECORDER	1 Vendors	1 Transactions	
118	DEPT			COURTHOUSE MAINTENANCE			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
7	01-118-000-0000-6301		393.59	BOILER PARTS 11/06/2024	10270122 11/06/2024	EQUIPMENT & BUILDING MAINTENAN	N
82	01-118-000-0000-6301		22.99	SQUEEGEE CHANNEL 11/19/2024	1086652 11/19/2024	EQUIPMENT & BUILDING MAINTENAN	N
10	01-118-000-0000-6301		65.47	GLASS CLEANER 11/19/2024	1829865 11/19/2024	EQUIPMENT & BUILDING MAINTENAN	N
8	01-118-000-0000-6301		45.58	FLOOR CLEANER 11/05/2024	3267405 11/05/2024	EQUIPMENT & BUILDING MAINTENAN	N
6	01-118-000-0000-6301		45.98	ELECTRIC TOILET PLUNGER 10/31/2024	4281848 10/31/2024	EQUIPMENT & BUILDING MAINTENAN	N
4	01-118-000-0000-6301		23.46	ENGINE OIL & FILTER 10/31/2024	4562706 10/31/2024	EQUIPMENT & BUILDING MAINTENAN	N
5	01-118-000-0000-6301		373.19	FERTILIZER SPREADER 10/31/2024	6065839 10/31/2024	EQUIPMENT & BUILDING MAINTENAN	N
9	01-118-000-0000-6301		50.50	SQUEEGEE CHANNEL 11/05/2024	8170664 11/05/2024	EQUIPMENT & BUILDING MAINTENAN	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		1,020.76		8 Transactions		
118	DEPT Total:		1,020.76	COURTHOUSE MAINTENANCE	1 Vendors	8 Transactions	
201	DEPT			SHERIFF			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
66	01-201-000-0000-6407		249.54	SLIP ON SHOES 10/18/2024	000121822 10/18/2024	JAIL EXPENSES	N

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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
48	01-201-000-0000-6407		798.72	TASERS 11/12/2024 11/12/2024	00141861	JAIL EXPENSES	N
71	01-201-000-0000-6242		300.00	REG @ WINTER CON - JJ 10/25/2024 10/25/2024	1728	DUES & REGISTRATION FEES	N
45	01-201-000-0000-6242		300.00	REG @ WINTER CON - KT 11/06/2024 11/06/2024	1788	DUES & REGISTRATION FEES	N
50	01-201-000-0000-6242		622.00	REG @ PATROL TR - KT&AC 11/14/2024 11/14/2024	20250180	DUES & REGISTRATION FEES	N
47	01-201-000-0000-6401		17.95	DICTATION EAR PADS 11/12/2024 11/12/2024	2297007 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
61	01-201-000-0000-6407		163.25	SOCKS, TOWELS, CLOTHING 10/18/2024 10/18/2024	35624	JAIL EXPENSES	N
44	01-201-000-0000-6334		488.96	LODGING @ K9 TR - CK 10/28/2024 11/01/2024	55777	LODGING & EXPENSE	N
46	01-201-000-0000-6334		488.96	LODGING @ K9 TR - CK 11/04/2024 11/08/2024	55778	LODGING & EXPENSE	N
51	01-201-000-0000-6334		488.96	LODGING @ K9 TR - CK 11/11/2024 11/15/2024	55779	LODGING & EXPENSE	N
62	01-201-000-0000-6407		18.86	KEYS 10/22/2024 10/22/2024	5606884	JAIL EXPENSES	N
72	01-201-000-0000-6407		91.62	PAPER TOWELS 10/27/2024 10/27/2024	5997044 2425	JAIL EXPENSES	N
49	01-201-000-0000-6401		17.97	BATTERIES 11/13/2024 11/13/2024	8149834 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
42	01-201-000-0000-6334		476.68	LODGING @ K9 TR - CK 10/21/2024 10/25/2024	953308906	LODGING & EXPENSE	N
74	01-201-000-0000-6401		188.00	PO BOX RENEWAL 11/13/2024 11/13/2024	BOX 47	OFFICE SUPPLIES & EQUIPMENT MAI	N
43	01-201-000-0000-6242		155.00	REG @ MSCIC TR - HB 10/29/2024 10/29/2024	STMT	DUES & REGISTRATION FEES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		4,866.47		16 Transactions		
201	DEPT Total:		4,866.47	SHERIFF	1 Vendors	16 Transactions	
249	DEPT			OTHER PUBLIC SAFETY			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
73	01-249-000-2872-6275		113.10	K9 FOOD 11/09/2024 11/09/2024	1586313738	LAW ENFORCEMENT DOG FUND	N
64	01-249-000-2815-6802		19.50	CANTEEN SUPPLIES	1889338	CANTEEN EXPENSES	N

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

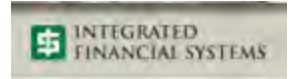


Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
65	01-249-000-2815-6802		70.80	CANTEEN SUPPLIES 10/28/2024 10/28/2024	1889644	CANTEEN EXPENSES	N
67	01-249-000-2815-6802		240.00	CANTEEN SUPPLIES 10/29/2024 10/29/2024	1893158	CANTEEN EXPENSES	N
69	01-249-000-2815-6802		24.00	CANTEEN SUPPLIES 11/08/2024 11/08/2024	1897036	CANTEEN EXPENSES	N
70	01-249-000-2815-6802		100.32	CANTEEN SUPPLIES 11/21/2024 11/21/2024	1897043	CANTEEN EXPENSES	N
75	01-249-000-2872-6275		80.00	REG @ NPCA - TA 11/19/2024 11/19/2024	R399211618	LAW ENFORCEMENT DOG FUND	N
63	01-249-000-2815-6802		61.25	CANTEEN SUPPLIES 10/27/2024 10/27/2024	STMT	CANTEEN EXPENSES	N
68	01-249-000-2815-6802		116.25	CANTEEN SUPPLIES 11/19/2024 11/19/2024	STMT	CANTEEN EXPENSES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		825.22		9 Transactions		
249	DEPT Total:		825.22	OTHER PUBLIC SAFETY	1 Vendors	9 Transactions	
251	DEPT			PROBATION AND PAROLE			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
37	01-251-000-0000-6401		4.94	EXPANDING FOLDER 11/12/2024 11/12/2024	0098672 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
35	01-251-000-0000-6401		112.71	CARD STOCK, ORGANIZERS, FOLDER 11/08/2024 11/08/2024	0480253 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		117.65		2 Transactions		
251	DEPT Total:		117.65	PROBATION AND PAROLE	1 Vendors	2 Transactions	
601	DEPT			AGRICULTURAL INSPECTION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
26	01-601-000-0000-6242		474.00	REG @ MN LAND & WATER - NB 12/05/2024 12/05/2024	177992	DUES & REGISTRATION FEES	N
25	01-601-000-0000-6242		17.17	TELECOM SOFTWARE - ZOOM 10/23/2024 11/22/2024	278138186	DUES & REGISTRATION FEES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		491.17		2 Transactions		

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



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

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
601	DEPT Total:		491.17	AGRICULTURAL INSPECTION	1 Vendors	2 Transactions
602	DEPT			EXTENSION		
21275	ELAN CORPORATE PAYMENT SYSTEMS					
32	01-602-000-0000-6401		51.73	LABELS	7576240	OFFICE SUPPLIES & EQUIPMENT MAI N
				11/15/2024	11/15/2024	2425
	21275 ELAN CORPORATE PAYMENT SYSTEMS		51.73		1 Transactions	
602	DEPT Total:		51.73	EXTENSION	1 Vendors	1 Transactions
620	DEPT			SOIL AND WATER CONSERVATION DIST		
21275	ELAN CORPORATE PAYMENT SYSTEMS					
76	01-620-000-0000-6564		225.97	VEHICLE FIRE EXTINGUISHERS	25000785	VEHICLE EXPENSES N
				10/22/2024	10/22/2024	
77	01-620-000-0000-6564		15.52	REFUND FIRE EXTINGUISHERS	25000785	VEHICLE EXPENSES N
				10/22/2024	10/22/2024	
79	01-620-000-0000-6401		9.65	WD 40	31259927	OFFICE SUPPLIES & EQUIP MNTCE N
				10/25/2024	10/25/2024	
83	01-620-000-0000-6242		276.00	SQUARESPACE WEBSITE RENEWAL	STMT	DUES & REGISTRATION N
				11/13/2024	11/13/2024	
78	01-620-000-0000-6401		12.49	POSTAGE	STMT	OFFICE SUPPLIES & EQUIP MNTCE N
				10/25/2024	10/25/2024	
81	01-620-000-0000-6401		10.99	POSTAGE	STMT	OFFICE SUPPLIES & EQUIP MNTCE N
				11/02/2024	11/02/2024	
	21275 ELAN CORPORATE PAYMENT SYSTEMS		519.58		6 Transactions	
620	DEPT Total:		519.58	SOIL AND WATER CONSERVATION DIST	1 Vendors	6 Transactions
1	Fund Total:		13,014.25	GENERAL		70 Transactions

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

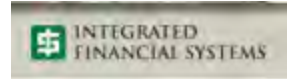


Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
301	DEPT			ROAD & BRIDGE ADMINISTRATION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
13	03-301-000-0000-6332	E	831.66	LODGING @ TRAINING - AS 01/21/2025 01/24/2025	STMT	STAFF DEVELOPMENT	N
	21275	ELAN CORPORATE PAYMENT SYSTEMS	831.66		1 Transactions		
301	DEPT Total:		831.66	ROAD & BRIDGE ADMINISTRATION	1 Vendors	1 Transactions	
310	DEPT			HIGHWAY MAINTENANCE			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
14	03-310-000-0000-6507		839.94	HEADSETS 11/06/2024 11/06/2024	5705806 2425	MISCELLANEOUS EXPENSES	N
	21275	ELAN CORPORATE PAYMENT SYSTEMS	839.94		1 Transactions		
310	DEPT Total:		839.94	HIGHWAY MAINTENANCE	1 Vendors	1 Transactions	
320	DEPT			HIGHWAY CONSTRUCTION & ENGINEER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
11	03-320-000-0000-6291		400.00	DNR PERMIT - 064599129 10/21/2024 10/21/2024	MNPPCA-98197	PROFESSIONAL & TECHNICAL SERVI	N
12	03-320-000-0000-6291		8.60	DNR PERMIT - 064599129 10/21/2024 10/21/2024	MNPPCA-98197	PROFESSIONAL & TECHNICAL SERVI	N
	21275	ELAN CORPORATE PAYMENT SYSTEMS	408.60		2 Transactions		
320	DEPT Total:		408.60	HIGHWAY CONSTRUCTION & ENGINEER	1 Vendors	2 Transactions	
330	DEPT			EQUIPMENT MAINTENANCE & SHOP			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
15	03-330-000-0000-6502		275.40	LEATHER GLOVES 11/09/2024 11/09/2024	536133	SHOP MATERIALS & SUPPLIES	N
16	03-330-000-0000-6503		14.00	CAR WASH 11/19/2024 11/19/2024	STMT	EQUIPMENT REPAIR PARTS & SUPPL	N
	21275	ELAN CORPORATE PAYMENT SYSTEMS	289.40		2 Transactions		
330	DEPT Total:		289.40	EQUIPMENT MAINTENANCE & SHOP	1 Vendors	2 Transactions	
3	Fund Total:		2,369.60	ROAD AND BRIDGE		6 Transactions	

RACHELW
 11/27/24 1:08PM
 13 EDA

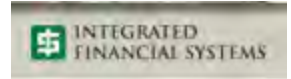
*** **Redwood County** ***



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
704	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			OTHER ECONOMIC DEVELOPMENT			
41	13-704-000-0000-6242	E	395.00	REG @ CON - GH 01/23/2025 01/24/2025	4946	EDA DUES AND REGISTRATIONS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		395.00	1 Transactions			
704	DEPT Total:		395.00	OTHER ECONOMIC DEVELOPMENT	1 Vendors	1 Transactions	
13	Fund Total:		395.00	EDA		1 Transactions	

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



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

73 INSURANCE

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
801	DEPT			NON-DEPARTMENTAL			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
33	73-801-000-0000-6178		230.00	WELLNESS - CORE BUNGEE 11/07/2024 11/07/2024	2024	EMPLOYEE WELLNESS	N
39	73-801-000-0000-6178		697.23	WELLNESS - THANKSGIVING MEAL 11/18/2024 11/18/2024	3949	EMPLOYEE WELLNESS	N
40	73-801-000-0000-6178		64.75	MUNCH BETTER 11/14/2024 11/14/2024	4285852 2425	EMPLOYEE WELLNESS	N
30	73-801-000-0000-6178		96.58	WELCOME EVENT - JS 10/25/2024 10/25/2024	STMT	EMPLOYEE WELLNESS	N
36	73-801-000-0000-6178		37.29	WELLNESS - HALLOWEEN PRIZE 11/13/2024 11/13/2024	STMT	EMPLOYEE WELLNESS	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,125.85	5 Transactions			
801	DEPT Total:		1,125.85	NON-DEPARTMENTAL	1 Vendors	5 Transactions	
73	Fund Total:		1,125.85	INSURANCE		5 Transactions	

RACHELW
 11/27/24 1:08PM
 85 SOIL & WATER CONSERVA

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



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

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
620	DEPT		SOIL AND WATER CONSERVATION DIST			
	21275 ELAN CORPORATE PAYMENT SYSTEMS					
80	85-620-995-0000-6802		4,837.00 SOIL SENSORS	339301	LCCMR GRANT EXPENSES	N
				11/01/2024 11/01/2024		
	21275 ELAN CORPORATE PAYMENT SYSTEMS		4,837.00	1 Transactions		
620	DEPT Total:		4,837.00	SOIL AND WATER CONSERVATION DIST	1 Vendors	1 Transactions
85	Fund Total:		4,837.00	SOIL & WATER CONSERVATION		1 Transactions
	Final Total:		21,741.70	20 Vendors	83 Transactions	

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



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	13,014.25	GENERAL
3	2,369.60	ROAD AND BRIDGE
13	395.00	EDA
73	1,125.85	INSURANCE
85	4,837.00	SOIL & WATER CONSERVATION
All Funds	21,741.70	Total

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 3, 2024	Originating Dept.:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Jeanette & Brent		
Petition for Authority to Use County Ditch 28 as an Outlet - Leroy Harnack	estimated time needed:	10 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Hold public hearing on Petition for Authority to Use County Ditch 28 as an Outlet

Background Information:

At their meeting on November 5, 2024, the Board set this matter for public hearing for Dec 3, 2024 at 4:00 pm. Notice was mailed to the landowners on CD 28 and published in the Redwood Gazette. Redwood County landowner Leroy Harnack submitted a petition to outlet part of the Southeast quarter of Section 23, North Hero Township, into CD 28. Seven acres in that quarter already drain and pay benefits into CD 28. The remaining acres in the SE 1/4 currently drain into CD 45. Mr. Harnack plans to work with his neighbor to the west to tile into the CD 28 open ditch on the west edge of section 23. Bill Moldestad was appointed viewer. He has determined that the new acres will have a benefit on \$38,340.76 and set the outlet fee at \$17,200.00.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

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

Agenda

**CD 28 Drainage Authority
In the Matter of the Petition for Authority to Use County Ditch 28 as an Outlet
Leroy Harnack, Petitioner
December 3, 2024
Redwood County Government Center
Redwood Falls, Minnesota**

1. Adopt Agenda
2. Record of Notice Requirements – Pidde
3. Petitioner’s comments about Petition (optional)
4. Viewers Report and Explanation of Outlet Fee
5. Public Comment
6. 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.
 - d. Other
7. Order Environmental Director Brozek to prepare a findings and order consistent with the Board’s decision
8. Review and approve the minutes from the November 5, 2024, meeting
9. Adjournment

CD28 Drainage Authority

November 5, 2024

The Board of County Commissioners met in Drainage Authority at 9:50 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.

On motion by Salfer, second by Groebner, the Board voted unanimously to set the hearing date for Tuesday December 3, 2024, in the matter of Petition for Outlet, Leroy Harnack petitioner.

Meeting Adjourned at 9:52 a.m.



REQUEST FOR BOARD ACTION

Requested Board Date:	December 3, 2024	Originating Dept.:	Environmental
Preferred 2nd Date:	December 17, 2024		
Discussion Item:		Presenter:	Brent Lang
Petition for Improvement of Drainage System - County Ditch 93		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Adopt Findings and Order accepting the Petition for Improvement of Redwood County Ditch No. 93 and appointing Jacob Rischmiller of ISG, Inc. as engineer on the project, and directing him to prepare a preliminary survey and file a report back to this board.

Background Information:

Petition, bond, and petitioners' attorney letter attached. Review of the petition and materials herein completed by Redwood County drainage attorney Louis Smith of Smith Partners law firm.

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 CD 93 Drainage Authority

Agenda

December 3, 2024
Redwood County Government Center
403 S Mill St
Redwood Falls, MN 56283

1. Adopt Agenda
2. Accept Petition to Impound, Reroute, and Divert CD 93 and appoint ISG engineers as project engineer
3. Adjourn

STATE OF MINNESOTA
REDWOOD COUNTY BOARD OF COMMISSIONERS
PUBLIC DRAINAGE AUTHORITY
TO IMPOUND, REROUTE, AND DIVERT OF REDWOOD COUNTY DITCH 93

The matter of the Petition to Impound,
Reroute, and Divert Redwood County
Ditch 93

Preliminary Findings and Order

The Drainage Authority of Redwood County Ditch 93, at a meeting held on December 3, 2024, considered the petition to Impound, Reroute, and Divert County Ditch 93. Upon review of the petition to Impound, Reroute, and Divert and the accompanying bond, Commissioner _____ moved, seconded by Commissioner _____, for adoption of the following:

Findings:

1. The petition to Impound, Reroute, and Divert Redwood County Ditch 93 (CD 93) has been filed with the Redwood County Auditor-Treasurer pursuant to statutes section 103E.2120.
2. The Drainage Authority, by its attorney, verified the signatures and ownership interests of the petitioners and finds that the petitioners are at least 26 percent of the owners of the property area affected by the proposal to Impound, Reroute, and Divert.
3. The petition properly designated the drainage system proposed to be modified by number or another description that identifies the drainage system.
4. The petition alleges that the impounding, rerouting and diverting of the drainage system will be for beneficial use and will be of public and private benefit.
5. The petition describes the Impoundment, Reroute, and Diversion, including the names and addresses of owners of the 40-acre tracts or government lots and property that the Impound, Reroute, and Divert passes over.
6. The petition contains an agreement by the petitioners that they will pay all costs and expenses that may be incurred if the Impound, Reroute, and Divert proceedings are dismissed.
7. The petition was accompanied by a bond from the petitioners of \$10,000 in the form a cash deposit and signed escrow agreement. The bond is adequate surety and has been reviewed and approved by Board's attorney. The bond is conditioned to pay the costs

incurred if the proceedings are dismissed or a contract is not awarded to construct the drainage system proposed in the petition.

8. The costs incurred before the proposed drainage project is established may not exceed the amount of the petitioners' bond. A claim for expenses greater than the amount of the bond may not be paid unless an additional bond is filed. If the Drainage Authority determines that the cost of the proceeding will be greater than the petitioners' bond before the proposed drainage project is established, the Drainage Authority shall require an additional bond to cover all costs to be filed within a prescribed time. The proceeding will be stopped until the additional bond prescribed by the Drainage Authority is filed. If the additional bond is not filed within the time prescribed, the proceeding will be dismissed.
9. The Drainage Authority's attorney has reviewed the petition and bond and has determined they meet the requirement of these proceedings.

Based on the foregoing findings, the Drainage Authority Board adopts the following:

Order:

- a. The Board appoints the engineering firm of ISG, Inc., and Jacob Rischmiller, P.E., to make a preliminary survey and file a report.
- b. The engineer shall serve as the engineer for the drainage project throughout the proceedings and construction unless otherwise ordered.
- c. The engineer shall file an oath to faithfully perform the assigned duties in the best manner possible and file a bond with the Board. The Board's attorney is directed to prepare a draft of the bond and oath upon execution of this order and deliver the same, along with a copy of this order, to the engineer for execution.
- d. Upon execution and return of the engineer's bond and oath, the engineer shall proceed promptly with the preparation of a preliminary survey report.
- e. The engineer is directed to initial early coordination with the Department of Natural Resources and other regulatory and funding agencies as contemplated by statutes section 103E.0120.

After discussion, the Chairperson 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
Van Hee

Dated: December 3, 2024

Commissioner Rick Wakefield, Chairperson

* * * * *

I, Nick Brozek, Environmental Director of Redwood County, do hereby certify that I have compared the above resolution with the original thereof as the same appears of record and on file with the County and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this _____ day of _____ 2024.

Nick Brozek, Environmental Director

GISLASON & HUNTER LLP
ATTORNEYS AT LAW

RECEIVED

SEP 9 2024

REDWOOD COUNTY
AUDITOR - TREAS

September 4, 2024

Dean M. Zimmerli
507-354-3111
dzimmerli@gislason.com

Redwood County Government Center
Redwood County Auditor
Attn: Jean Price
403 South Mill Street
PO Box 130
Redwood Falls, MN 56283

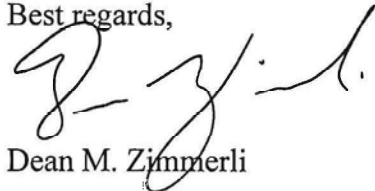
Re: Redwood County Ditch 93
Our File No. 35546-1

Dear Ms. Price:

Enclosed for filing, please find a Petition to Impound, Reroute, and Divert CD 93 Drainage System Waters pursuant to Minn. Stat. 103E.227. Our firm represents the petitioner, Boerboom Ag Resources, LLC. In addition, the petitioner will separately send a \$10,000 cash deposit in lieu of a bond pursuant to Minn. Stat. 103.227 subd. 2(a). If some sort of escrow agreement is required for this, please have the drainage authority's attorney contact me to discuss.

Petitioner respectfully requests the petition be presented to the drainage authority at its next meeting for consideration and appointment of an engineer to investigate the effect of the proposed project and file a report of findings, pursuant to Minn. Stat. 103E.227 subd. 3(a). Because ISG engineers have familiarity with the project, petitioners request they be appointed as the project engineer.

Best regards,



Dean M. Zimmerli

DMZ:JH
Enclosure

4896-0186-6205

**STATE OF MINNESOTA
BEFORE THE REDWOOD COUNTY BOARD OF COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY
FOR REDWOOD COUNTY DITCH 93**

In the Matter of:

Petition to Impound, Reroute and Divert
CD 93 Drainage System Waters

PETITION

Pursuant to Minn. Stat. § 103E.227, Petitioner seeks approval to impound, reroute and divert drainage system waters on the County Ditch 93 drainage system in Redwood County, Minnesota, for beneficial use. For their Petition, the undersigned Petitioner states and alleges the following:

1. Petitioner seeks approval to impound, reroute and divert drainage system waters on the Redwood County Ditch 93 ("CD 93") drainage system located in Section 21 of Underwood Township, Redwood County, Minnesota, for beneficial use.
2. The project will be of a public and private benefit.
3. Petitioners propose to reroute and divert portions of the CD 93 drainage system located on or across the following properties:

<u>Property Description</u>	<u>Property Owner</u>	<u>Address</u>
SW ¼, Sec. 21-112N-39W	Boerboom Ag Resources LLC	3173 State Hwy 19 Marshall, MN 56258

4. Specifically, Petitioner seeks to replace the upstream open ditch portion of CD 93 located in the NW ¼ SE ¼ of Section 21 of Underwood Township with buried tile. This will primarily serve to eliminate the impediment that the existing open ditch creates for farming the SW ¼ of Section 21; the existing open ditch bisects Petitioner's farmland and cuts off approximately 10 acres of farmland from the remainder of the field, creating significant challenges for moving and operating equipment. In addition, eliminating the open ditch will eliminate the potential for ditch scour and erosion, which should improve downstream water quality, and reduce future maintenance costs associated with cleaning open ditches and repairing bank failures. Thus, the project will have public and private benefits.

5. ISG, Inc., an engineering firm with expertise in agricultural drainage, has investigated the potential and feasibility of rerouting and diverting portions of the CD 93 system and has found that a feasible solution exists to reroute and divert the open ditch portion of CD 93 located on the NW ¼ SE ¼ of Section 21 of Underwood Township through buried tile.

6. Attached to this Petition as **Exhibit A** is a Feasibility Report which contains plans and specifications for the proposed reroute and diversion developed by ISG.

7. Included in the Feasibility Report is a map of the areas likely to be affected by the reroute and diversion of CD 93 drainage system waters.

8. The rerouting and diversion of CD 93 in the location of the project will include the following:

- a. Filing in the existing open ditch located on the NW ¼ SE ¼ of Section 21 of Underwood Township.
- b. Replacing the existing open ditch along the same general route with a buried tile of 36-inch diameter
- c. Connecting any tile or culverts from west of Balsa Avenue into the new tile, connecting any other private tile located on the NW ¼ SE ¼ of Section 21 of Underwood Township into the new tile, and outletting the new tile just upstream and south of 305th St.
- d. Construction of the new proposed tile through the project area will preserve the efficiency and benefits of the existing CD 93 system for property owners as indicated on the attached exhibits.

9. Petitioner agrees to be responsible for the cost of installation and construction of the structures, including the new tile line, as well as the engineering and legal costs associated with this Petition.

10. Petitioner requests that the drainage authority appoint an engineer to investigate the effect of the proposed reroute and diversion and to file a report of findings, pursuant to Minn. Stat § 103E.227 subd 3(a). Petitioner suggests Jacob Rischmiller of ISG be appointed to investigate the proposed project, as he is familiar with the proposed project.

11. Petitioner states that no public waters work permit is required for this project.

12. A bond in the amount of at least \$10,000.00 or a cash deposit in that amount is being submitted with this Petition, payable to the drainage authority for CD 93 and conditioned to pay the costs incurred if these proceedings are dismissed. Petitioner acknowledges and agrees that additional bonds or cash deposits may be required as additional costs are incurred by the drainage authority in connection with these proceedings.

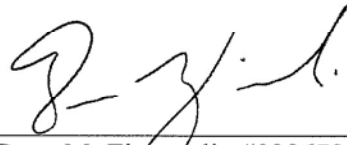
13. Petitioner proposes to construct the project, including the new, rerouted tile line, at Petitioner's expense. Petitioner further proposes that after construction, the drainage authority will take ownership of and maintain the new tile line as part of the CD 93 system.

14. Petitioner shall acquire, in writing, all property rights, rights-of-way, or flowage easements, if any, necessary before construction of the project. Petitioner does not believe any such rights-of-way or flowage easements are required for this project.

15. Petitioners request that the drainage authority conduct a public hearing pursuant to Minn. Stat. § 103E.227, subd. 3, in order to:

- a. Determine that the project will be of a public or private benefit;
- b. Determine that said project will not impair the utility of the CD 93 drainage system or deprive affected landowners of its benefits;
- c. Make an order modifying the drainage system accordingly;
- d. Determine the amount of drainage system funds, if any, to contribute to the project;
- e. Identify the parties responsible for construction, operation and maintenance of the drainage system modification; and
- f. Issue an order authorizing the project.

Dated this 26th day of August, 2024.



Dean M. Zimmerli #0396791
dzimmerli@gislason.com
GISLASON & HUNTER LLP
Attorneys for Petitioners
2700 South Broadway
P. O. Box 458
New Ulm, MN 56073-0458
Phone: 507-354-3111

[Petitioner signatures on following page]

PETITIONERS

Dated: August __, 2024

BOERBOOM AG RESOURCES, LLC

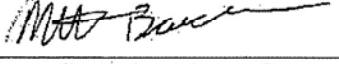
By: 
Name: Matthew Boerboom
Title: member

EXHIBIT A
(Feasibility Report)

Feasibility Report County Ditch No. 93

Redwood County, Minnesota

Date: August 21st, 2024

ISG Project No.: 24-31130



Architecture
Engineering
Environmental
Planning

REPORT FOR:

Matt Boerboom
Owner
Boerboom Ag Resources
3173 State Highway 9
Marshall, MN 56258
507.829.1743
matt@boerboomag.com

FROM:

Jacob Rischmiller, PE
Water Resources Practice Group Leader
ISG
115 E. Hickory Street, Suite 300
Mankato, MN 56001
507.387.6651
Jacob.Rischmiller@ISGInc.com

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PROJECT SUMMARY

At your request, ISG completed a preliminary review of Redwood County Ditch No. 93 (CD 93). The scope included an examination of the existing CD 93 watershed, specifically the area drained by Branch 1 open ditch from station 23+47 to station 37+32, as well as recommendations for repairing and improving the existing open ditch system. Maps of the CD 93 watershed and existing public open ditch and tile system are shown on the attached exhibits and are referenced herein.

It should be noted that some general assumptions were made during this analysis. ISG received the original watershed map, showing the tile and open ditch locations and grades from Redwood County for the CD 93 system. Additional information may or may not modify our findings, but it is not anticipated that significant changes to our recommendation would result. If you, or any other landowners, have tile maps or any other information that can aid us in future work, please feel free to share this information with us. Further topographic survey and investigation will be necessary to verify these assumptions.

SYSTEM WATERSHED

Location

Redwood County Ditch No. 93 watershed is located in Sections 20-22, 27-29, and 33 of Underwood Township in Redwood County. The mainline ditch generally runs north from its end in Section 28 of Underwood Township to Section 21 of Underwood Township to its outlet, the Redwood River.

Watershed Description

The CD 93 system drains approximately 2,172 acres. Its watershed is characterized by gently rolling agricultural lands with an elevation difference of approximately 61 feet. There are several Minnesota Board of Water & Soil Resources (BWSR) easements located within and downstream of CD 93. There is a 57.2-acre Permanent Wetland Preserve (PWP) easement located in the southern portion of the watershed and several RIM and CREP easements located downstream of the watershed along the Redwood River.

HISTORY

According to historical records provided by Redwood County, the CD 93 system was originally constructed in 1955. CD 93 consists of 16,018 feet of open ditch including Mainline, Branch 1, and Branch 2. The system also includes 8,701 feet of tile including Branch 2, Branch 2A, Branch 2B, and Branch 2C.

There are no documented repairs or improvements to the CD 93 system. It is assumed the original plan and profile materials accurately depict the current drainage infrastructure, although varying degrees of deterioration and inefficiency may exist based on the age of the system.

PROJECT SCOPE

The remainder of this feasibility report will highlight a small portion of the Branch 1 open ditch per request of the petitioner. It was requested of ISG to determine the feasibility of filling and replacing this portion of open ditch. The project will follow Minnesota Drainage Statute 103E.227; Impounding, Rerouting, and Diverting Drainage System Waters. See the attached Exhibits for maps of the project area.

EXISTING CONDITION OF SYSTEM

Present Condition of Drainage Infrastructure

The open ditch channel contains a typical trapezoidal channel designed to convey both surface and subsurface tile water throughout the upstream watershed. According to historical records, the open ditch in this area is at a slope of 0.04%. In most areas, existing tile outlets from private tiles outlet near the bottom of the ditch. These outlets were located using a private tile map provided by the landowner and verified during an on-site survey.

The current alignment of the open ditch creates a diagonal division in the NW corner of the 160-acre Boerboom Ag Resources parcel (ID 70-021-3020). This division cuts off the NW corner and makes desired farming patterns unattainable. The existing open ditch in the project area is not in a state of disrepair but is currently 69 years old and has no record of past repairs, therefore a ditch cleaning should be due on this portion of open ditch.

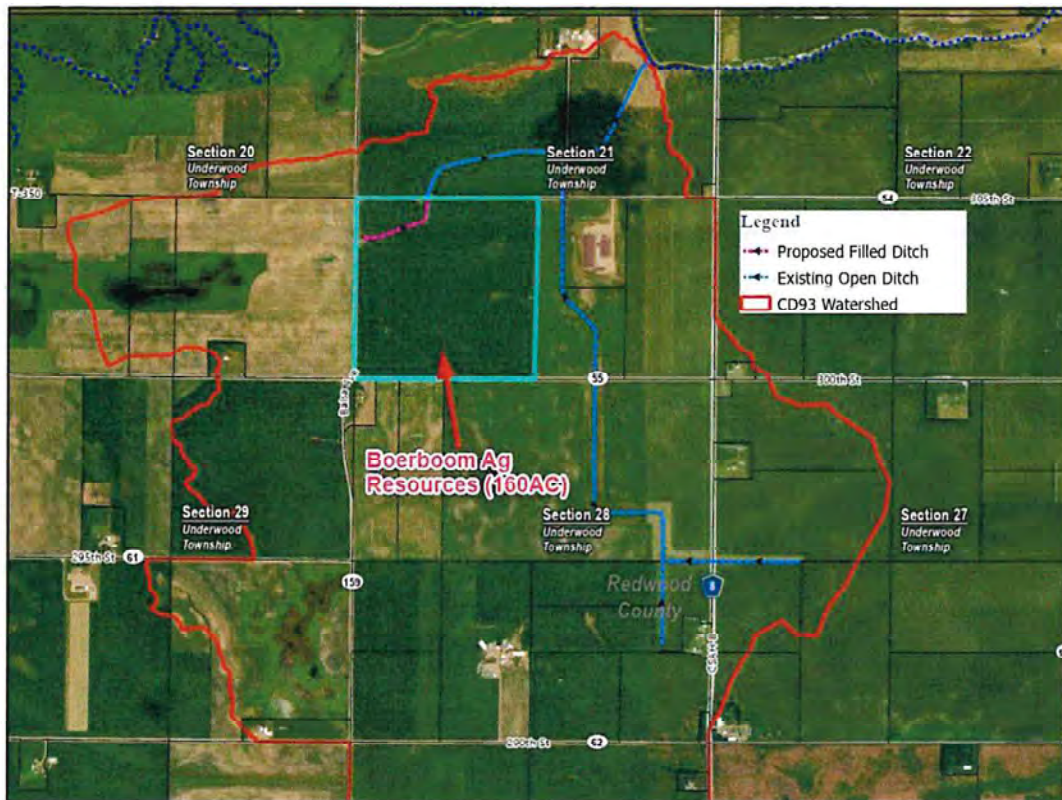


Figure 1: Aerial image showing the proposed project location.

System Capacity

The information in this document has been prepared with the original CD 93 alignment map. A close representation of the CD 93 watershed was created using this information in conjunction with LiDAR contours, Minnesota DNR Watershed lines, aerial photographs, USGS Stream-Stats, and an on-site survey.

The capacity of agricultural tile is expressed as a drainage coefficient, in inches per day (in/day), and is defined as the depth of water over the entire area of the upstream watershed that a tile can drain in a 24-hour period. For a system like CD 93, the recommended drainage coefficient for subsurface drainage tile is 0.50 in/day and 1.0 in/day for open ditches. The following table summarizes the hydraulic analysis of the CD 93 system. See Figure 2 below for the crossing locations.

TABLE 1. CD 93 EXISTING DRAINAGE CALCULATIONS

Description	Existing Type	Existing Material	Existing Size (in)	Existing Slope (%)	Drainage Area (Acres)	Existing Drainage Coefficient (in/day)
305th Street	ROUND CULVERT	RCP	48	-0.44%	926	0.37
Private Drive	ROUND CULVERT	RCP	54	0.30%	2661	0.97
Balsa Ave. Stub	SUBSURFACE TILE	HDPE	15	0.07%	236	0.17

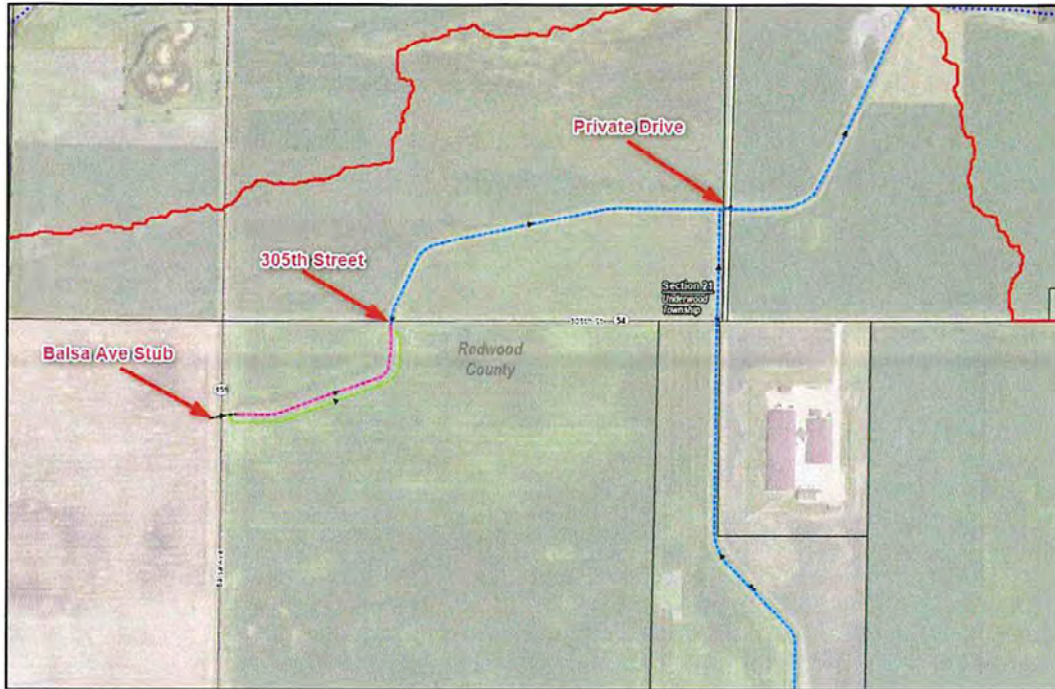


Figure 2: Crossing Locations

PROPOSED CONDITIONS

It is proposed to fill the existing open ditch to revert the land back to farmable area. To ensure proper drainage is upheld, subsurface tile will be installed in place of the open ditch. The tile will consist of dual wall, non-perforated HDPE pipe and follow the general alignment of the previous open ditch. The proposed option will be sized to match the existing drainage coefficient of the closest downstream culvert crossing, as to not overload the crossing and to keep costs low. The closest downstream crossing (305th Street) currently has a drainage coefficient of 0.37 in/day.

Replacement Option 1

The proposed replacement option includes filling approximately 1,246 LF of existing open ditch and replacing it with 1,352 LF of subsurface drainage tile. The ditch will be filled at traversable grade to maintain farm-ability. The proposed tile will connect to the existing 15-inch tile stub on the east side of Balsa Avenue, and outlet into the Branch 1 open ditch on the south side of 305th Street. The proposed tile will be installed on the south side of the existing open ditch and generally follow the same alignment. The southern alignment was preferred due to the amount of private tile outlets found on the south slope of the open ditch during the on-site survey. Figure 3 below shows a preliminary cross section of the project, while Table 2 below shows the proposed tile drainage capacity.

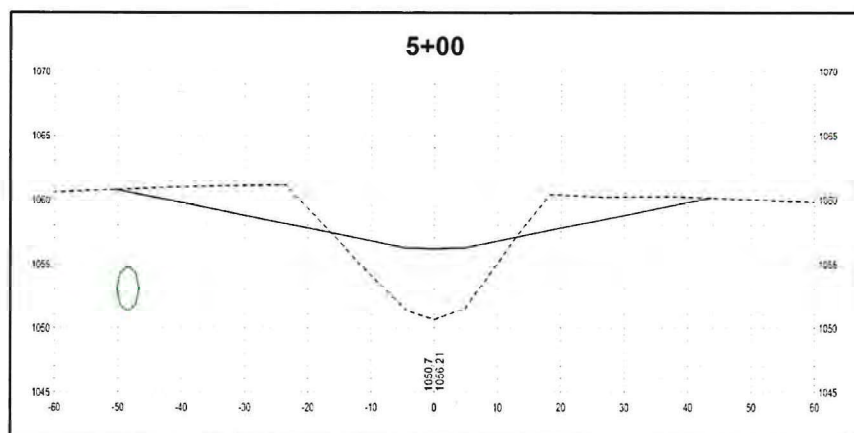


Figure 3: Preliminary cross-section

TABLE 2. CD 93 PROPOSED DRAINAGE CALCULATIONS

Area	Proposed Size (in)	Proposed Slope (%)	Drainage Area (Acres)	Proposed Drainage Coefficient (in/day)
Branch 1	36	0.06%	926	0.42

Due to the elevation of the 15" tile under Balsa Ave and the bottom on ditch elevation near 305th Street, there is a severe restriction in allowable grade for the proposed tile. For this reason, a 36-inch tile will be required to at least meet the 0.37 in/day drainage coefficient of the 305th Street culvert crossing. Since the proposed tile will outlet before the culvert at 305th Street, the controlling capacity will remain at the culvert.

PRELIMINARY COST ESTIMATES

Separable Maintenance

According to Minnesota Drainage Statute, Section 103E.227, Subd. 5, if the part of the drainage system located within the project boundaries is in need of repair, the petitioner's engineer shall estimate the cost at the time of petition of these separable repairs. The open ditch is due for a cleaning, therefore the cost to clean the ditch will be appropriated as separable maintenance, while the remaining project cost will be applied to the benefitted landowner (Mr. Boerboom).

Cost Estimates

A cost estimate was prepared for the above outlined option for replacement of the existing open ditch, as summarized in Tables 3 and 4. It should be noted the unit prices for the cost estimates are based on previous projects. When considering potential increase in production, the proposed repairs to the CD 93 system described in this report are cost effective.

TABLE 3. CD 93 PROPOSED PROJECT COST ESTIMATE (SEPARABLE MAINTENANCE)

Item No.	Item	Unit	Quantity	Unit Price	Amount
101	MOBILIZATION	LS	1	\$ 1,000.00	\$ 1,000
102	DITCH CLEANING (4' WIDE DITCH BOTTOM)	LF	1247	\$ 3.85	\$ 4,800
103	18-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	1	\$ 1,965.68	\$ 1,966
104	8-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	3	\$ 1,363.04	\$ 4,089
105	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	0.95	\$ 1,831.49	\$ 1,740
106	SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	0.58	\$ 4,538.91	\$ 2,633
107	MOWING	AC	1.9	\$ 312.84	\$ 594
108	WEED SPRAYING	AC	2.48	\$ 240.33	\$ 596
SUBTOTAL CONSTRUCTION COST					\$ 17,418
10% UNFORSEEN					\$ 1,742
TOTAL CONSTRUCTION COST					\$ 19,160
TEMPORARY DAMAGES		AC	0.94	\$ 750.00	\$ 709
COUNTY ADMINISTRATION COSTS					\$ 958
TOPOGRAPHIC SURVEY					\$ 1,181
REPORTS, PLANS AND SPECIFICATIONS					\$ 1,916
CONSTRUCTION STAKING & ADMINISTRATION					\$ 2,587
TOTAL CLEANING REPAIR COST					\$ 26,510

TABLE 4. CD 93 PROPOSED PROJECT TOTAL COST ESTIMATE

Item No.	Item	Unit	Quantity	Unit Price	Amount
101	MOBILIZATION	LS	1	\$ 5,830.00	\$ 5,830
102	TILE INVESTIGATION	HR	3	\$ 233.96	\$ 702
103	36-INCH AGRICULTURAL TILE	LF	1352	\$ 62.68	\$ 84,745
104	CONNECT EXISTING 18-INCH TILE	EA	1	\$ 1,712.88	\$ 1,713
105	CONNECT EXISTING 8-INCH TILE	EA	3	\$ 739.99	\$ 2,220
106	GRANULAR PIPE FOUNDATION	CY	69	\$ 48.65	\$ 3,357
107	INSTALL DROP INTAKE (18-INCH)	EA	2	\$ 1,357.13	\$ 2,714
108	CAP DROP INTAKE (18-INCH)	EA	1	\$ 654.53	\$ 655
109	INSTALL BAR GUARD ASSEMBLY (18-INCH DROP INTAKES)	EA	1	\$ 394.03	\$ 394
110	36-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	1	\$ 2,521.97	\$ 2,522
111	SPOILS PLACEMENT	CY	4735	\$ 3.50	\$ 16,573
SUBTOTAL CONSTRUCTION COST					\$ 121,425
10% UNFORSEEN					\$ 12,142
TOTAL CONSTRUCTION COST					\$ 133,567
TEMPORARY DAMAGES		AC	4.66	\$ 750.00	\$ 3,492
TELEVISIONING (POST CONSTRUCTION)		LF	1352	\$ 1.00	\$ 1,352
COUNTY ADMINISTRATION COSTS (Legal, Staff, Bonding, Advertisement)					\$ 1,250
TOPOGRAPHIC SURVEY					\$ 3,000
REPORTS, PLANS AND SPECIFICATIONS					\$ 7,500
TOTAL REPLACEMENT COST					\$ 150,161

POTENTIAL FUNDING SOURCES

An investigation of external sources of funding and technical assistance for this project was conducted by ISG on behalf of the Redwood County Drainage Authority. No sources of external funding were found to be applicable to this project; therefore, the entire project cost would be assessed to landowners affected by the project.

CONCLUSIONS + RECOMMENDATIONS

ISG has found the proposed project is feasible and cost effective and therefore is recommended to the Redwood County Drainage Authority.

Sincerely,



Jacob Rischmiller, PE
Water Resources Practice Group Leader

Exhibits:





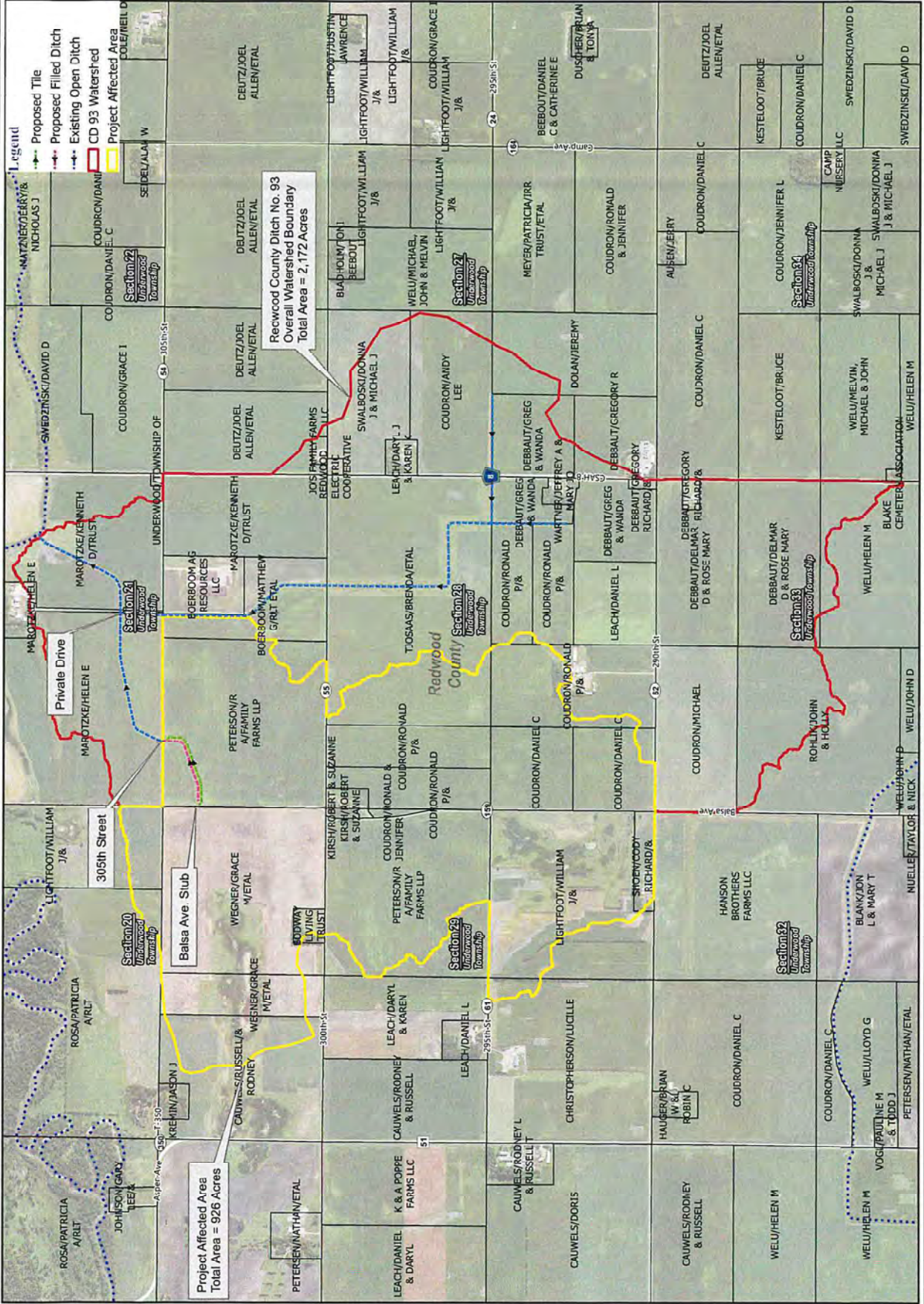
Affected Area Watershed Map

County Ditch No 93

Redwood County, Minnesota
Wednesday, August 21, 2024

PN: 24-31.30
Source:

Imagery: GeoEye, DigitalGlobe, GeoEye (2015)
The Data (Redwood County, 12/15/2016)
Aerial (Redwood County, 12/15/2016)
Map Source: MNDNR, July 2008
Course: MNDNR, July 2008
FLS: (MNDNR/AGS)

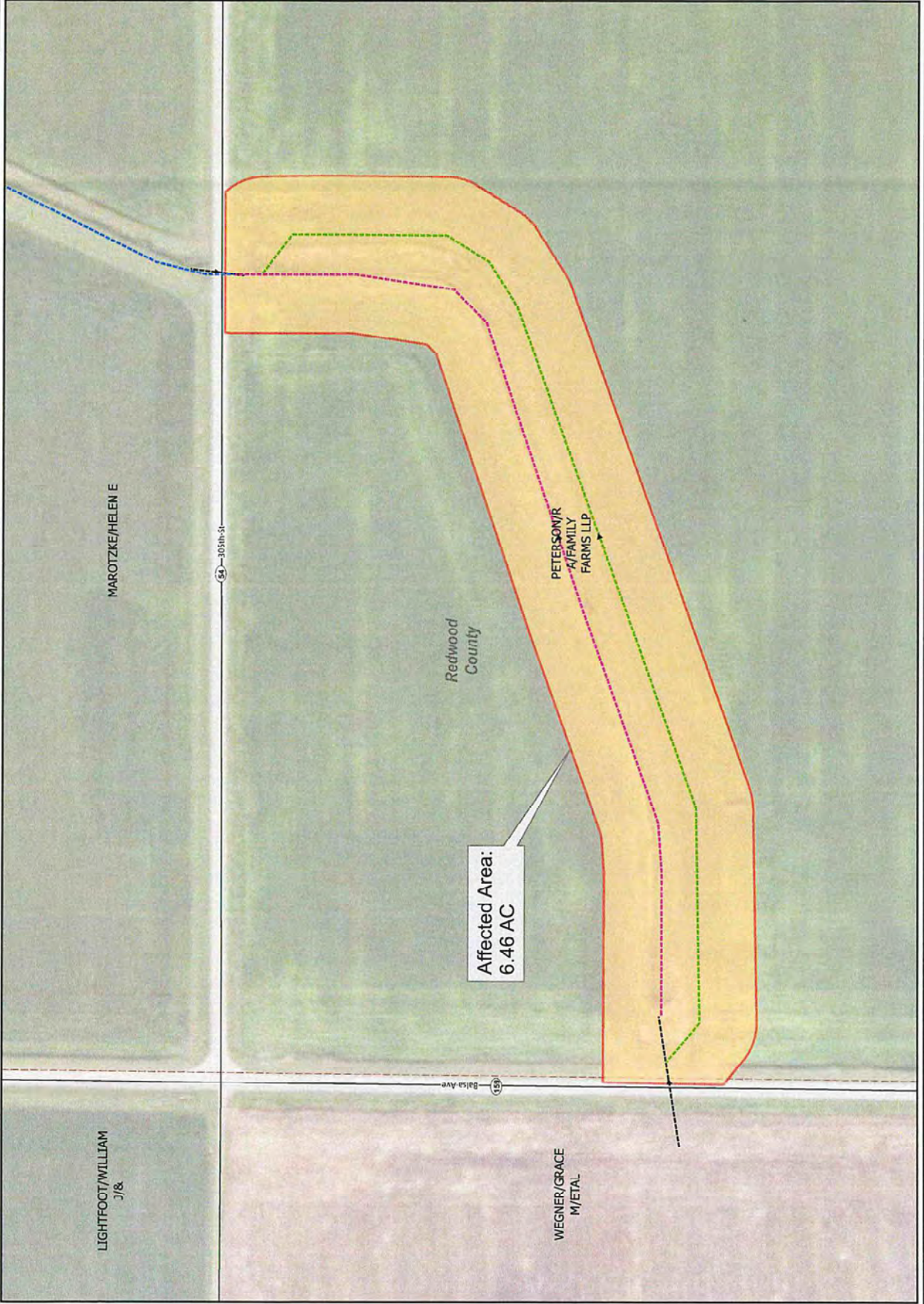


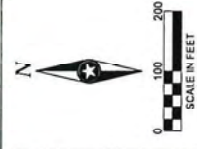
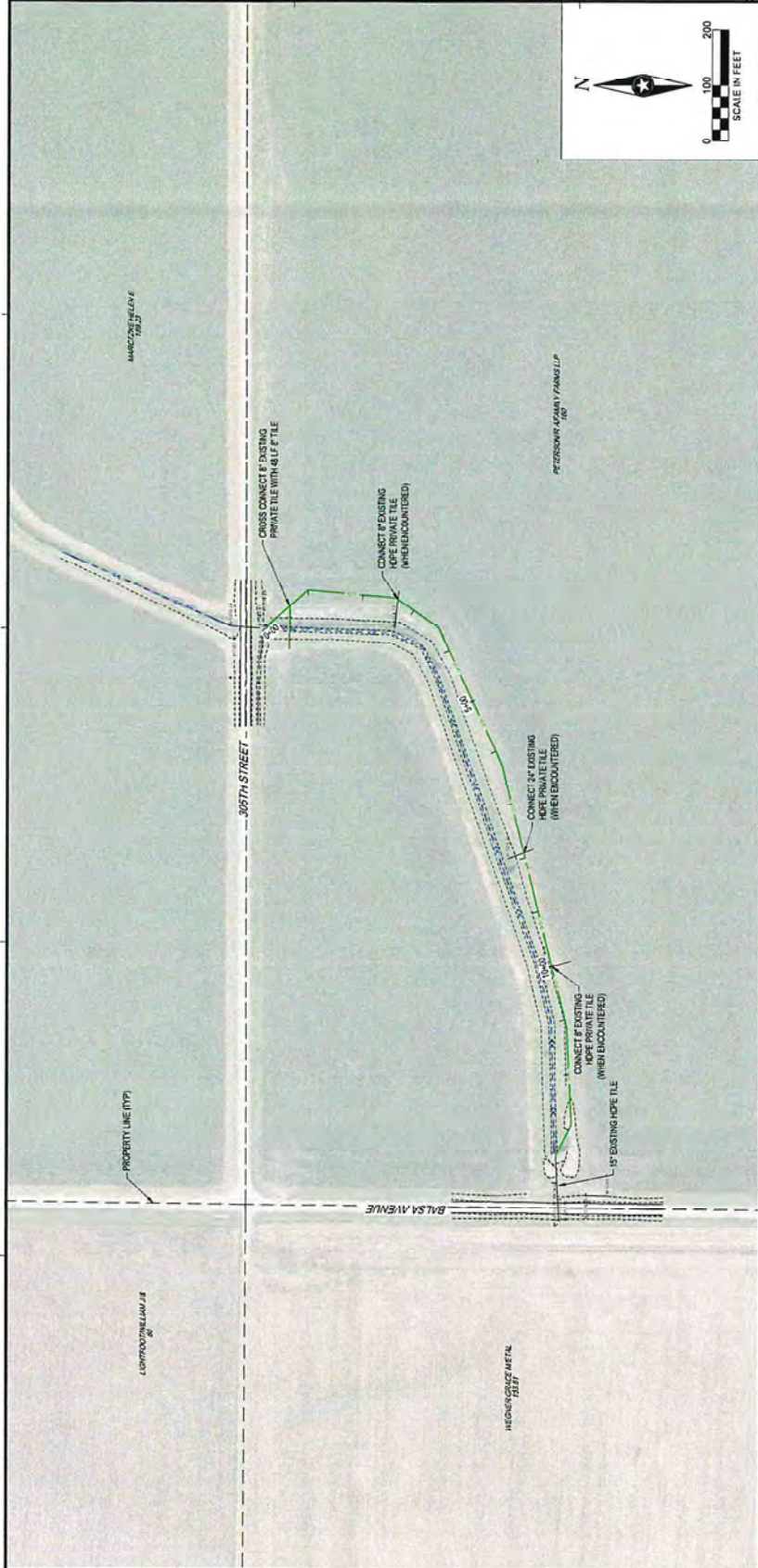


Proposed Project Area
 County Ditch No 93
 Redwood County,
 Minnesota
 Wednesday, August 21, 2024

- Legend**
- Proposed Tile
 - - - Balsa Ave Stub
 - - - Proposed Filled Ditch
 - - - Existing Open Ditch
 - Parcels
 - ▭ Project Area

PN: 24-31130
 Source:
 Orthorectified Aerials (MS, 2015)
 Redwood County, MN (2016)
 Parcel Data (MS, 2016)
 Balsa Ave (MS, 2016)
 Map System (MIDR, July 2008)
 County (MIDR, July 2013)
 PLS (MIDR/2021)





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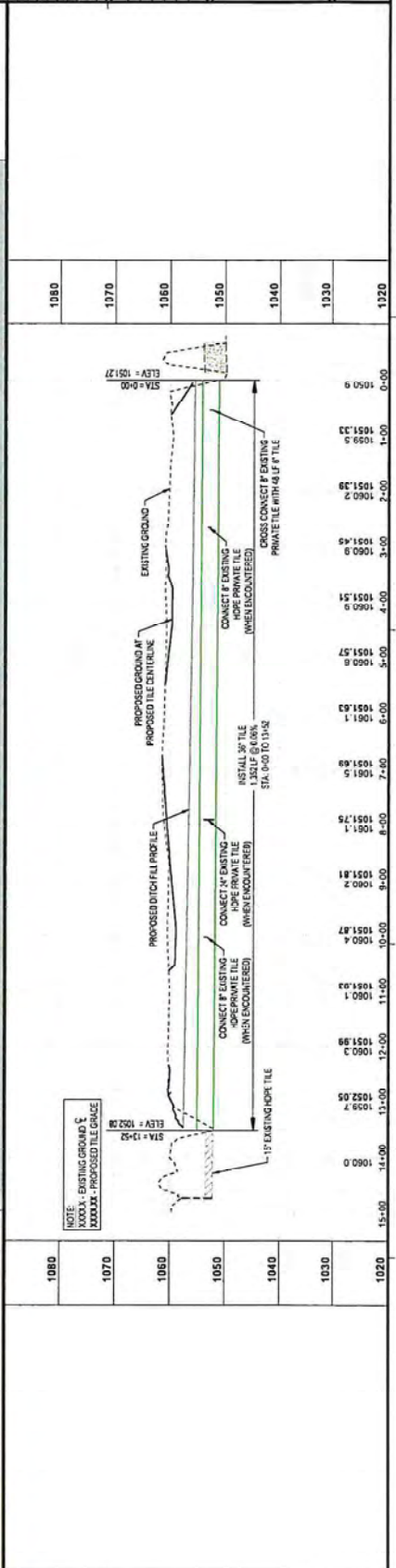
PRELIMINARY FOR CONSTRUCTION

PROJECT NO. 24.031130
 DATE: 06/12/2024
 DRAWN BY: JMT
 CHECKED BY: JMT
 DATE: 06/12/2024
 CLIENT PROJECT NO: 24-031130

REDWOOD COUNTY DITCH No. 93
 LUMBERWOOD TWP. MINNESOTA

DATE	REVISION/DESCRIPTION	BY

PLAN - PROFILE
 SHEET **8** OF 13

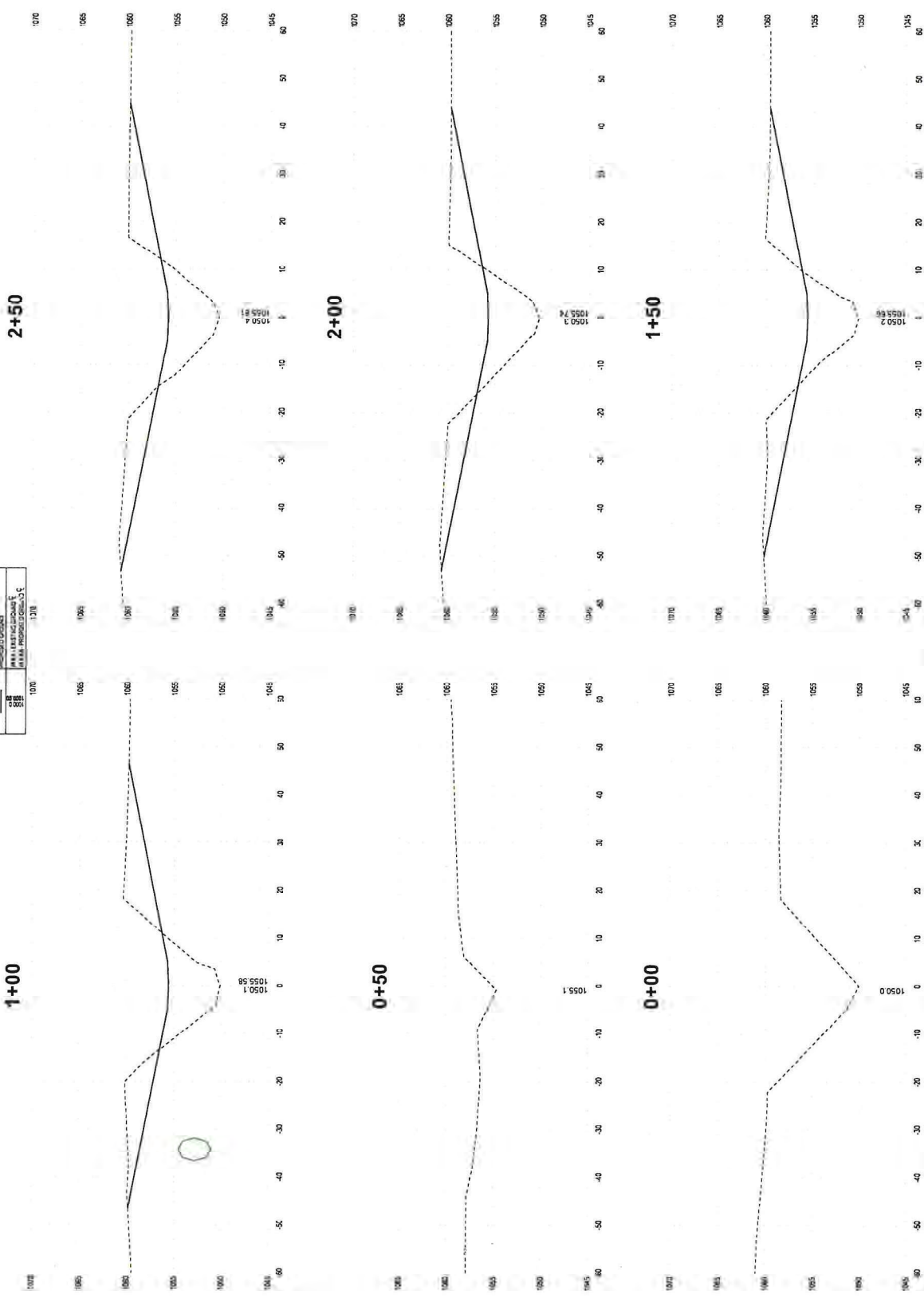


NOTE:
 10003 - EXISTING GROUND C
 10004 - PROPOSED TILE GRADE



SECTION VIEW LEGEND
 NOTE: ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.

---	EXISTING GROUND
---	PROPOSED GROUND
---	PROPOSED DITCH
---	PROPOSED ROAD



THESE SHEETS HAVE BEEN PREPARED BY THE DESIGNER AND THE CONTRACTOR HAS AGREED TO CONSTRUCT THE PROJECT AS SHOWN ON THESE SHEETS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL DATA. THIS DOCUMENT IS THE PROPERTY OF IAS GROUP AND IT IS TO BE USED ONLY FOR THE PROJECT AND SITE IDENTIFIED HEREON. IT IS TO BE RETURNED TO IAS GROUP WITH ALL ORIGINAL SHEETS UPON COMPLETION OF THE PROJECT.

PRELIMINARY DESIGN FOR CONSTRUCTION

DATE: _____ LIC. NO. _____
 SHEET NO. 143 OF 145 THE TOTAL NUMBER OF SHEETS
 PROJECT: _____
 THIS DOCUMENT IS THE PROPERTY OF IAS GROUP AND IT IS TO BE USED ONLY FOR THE PROJECT AND SITE IDENTIFIED HEREON. IT IS TO BE RETURNED TO IAS GROUP WITH ALL ORIGINAL SHEETS UPON COMPLETION OF THE PROJECT.

REDWOOD COUNTY
COUNTY DITCH
No. 93
 UNDERWOOD TWP. MINNESOTA

PROJECT NO. 24-31130
 FILE NAME: 2103 SECTION
 DRAWN BY: JAI
 CHECKED BY: JAI
 DESIGNED BY: JAI
 SCALE: AS SHOWN
 DATE: 11/17/21
 CLIENT PROJECT NO. _____

SECTIONS

SECTION VIEW LEGEND

 (1) EXISTING GRADE
 (2) PROPOSED GRADE
 (3) EXISTING DITCH
 (4) PROPOSED DITCH

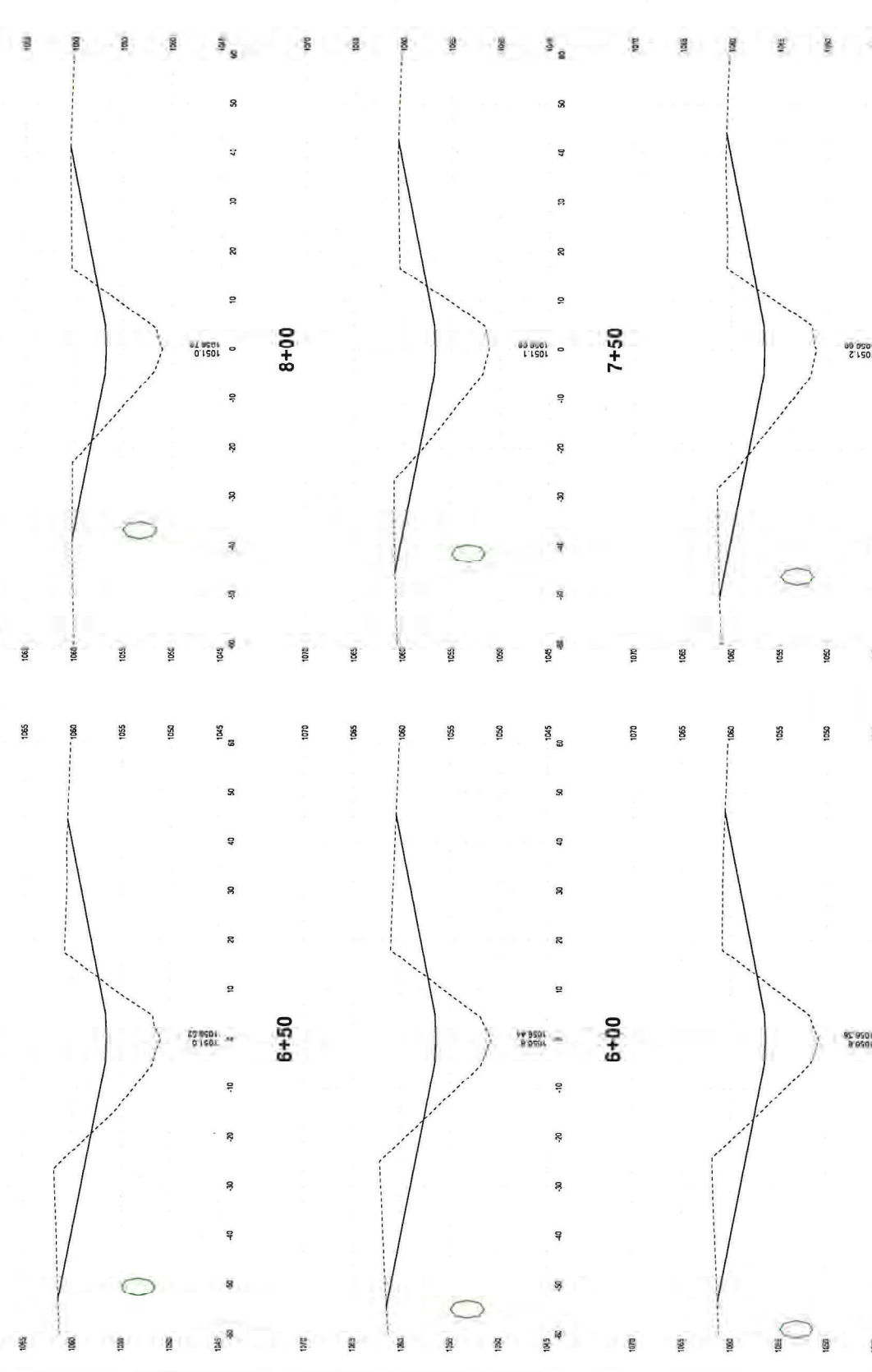


7+00

7+50

8+00

8+50



THE ENGINEER HAS REVIEWED THE PLANS, SPECIFICATIONS, CONTRACT, AND ALL OTHER DOCUMENTS RELATING TO THIS PROJECT. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROJECT AND DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
**PRELIMINARY
 FOR CONSTRUCTION**
 DATE: _____ EC NO: _____
 SHEET NO: _____ TOTAL SHEETS: _____
 THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROJECT AND DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

**REDWOOD COUNTY
 COUNTY DITCH
 No. 93**
 UNDERWOOD TWP. MINNESOTA

DATE	REVISIONS/REVISIONS	BY

PROJECT NO.	24-31130
DRAWN BY	JRS/DCL/ONS
CHECKED BY	JRS
DESIGNED BY	JRS
DATE	12/1/14
CLIENT PROJECT NO.	

SECTIONS

ESCROW AGREEMENT

This Escrow Agreement is made this ___ day of October, 2024 by and between Boerboom Ag Resources, LLC, a Minnesota limited liability company ("Petitioner") and Redwood County, a political subdivision of the State of Minnesota, acting as drainage authority for Redwood County Ditch 93 ("Drainage Authority").

WHEREAS, Drainage Authority is the responsible drainage authority with jurisdiction over a public drainage system located in Redwood County and identified as Redwood County Ditch 93 ("CD 93");

WHEREAS, Petitioner has filed a Petition to Impound, Reroute and Divert CD 93 Drainage System Waters with the Drainage Authority pursuant to Minn. Stat. § 103E.227;

WHEREAS, pursuant to Minn. Stat. § 103E.227 subd. 2(a), upon filing the Petition, the Petitioners must submit a bond as provided in Minn Stat. § 103E.202, which, in turn, requires:

One or more petitioners must file a bond with the petition for at least \$10,000 that is payable to the county where the petition is filed, or for a petition for a proposed joint county drainage system or a petition for a drainage project affecting a joint county drainage system, the bond must be payable to all of the counties named in the petition. The bond must have adequate surety and be approved by the county attorney where the petition is filed. The bond must be conditioned to pay the costs incurred if the proceedings are dismissed or a contract is not awarded to construct the drainage system proposed in the petition.

WHEREAS, in lieu of a commercial surety bond, Petitioners desire to file a cash bond, and the Drainage Authority is willing to accept a cash bond, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Petitioner and Drainage Authority, agree as follows:

1. To satisfy Petitioner's obligations under Minn. Stat. § 103E.227 subd. 2(a) and Minn. Stat. § 103E.202 subd. 5, Petitioner shall deliver and Drainage Authority shall accept a check payable to Redwood County in the amount of \$10,000 (the "Deposit"), which may be deposited into the appropriate drainage system fund maintained by Redwood County and held in escrow pursuant to the terms of this Agreement.

2. The condition of the Escrow shall be as follows:

- a. During the time the Petition is being considered, Redwood County shall maintain the Deposit in the appropriate drainage system fund with no obligation to collect interest on Petitioner's behalf.
- b. The Drainage Authority need not segregate the Deposit, but may not use the Deposit except as authorized by this Agreement

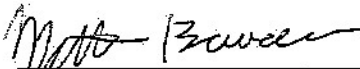
- c. In the event that the proceedings on the Petition are dismissed or a contract is not awarded to construct the proposed project and such decision is affirmed on appeal or such appeal period expires, then the Deposit shall be applied by the Drainage Authority to pay the costs lawfully incurred by the Drainage Authority in the proceedings on the Petition as provided by Minn. Stat. 103E.202 subd. 5, unless within 30 days after the resolution or expiration of any appeal, the Petitioner reaches some other agreement in writing with the Drainage Authority for the payment of those costs by other means.
- d. Any excess amount of the Deposit remaining after the payment of the Drainage Authority's costs shall be promptly returned to Petitioner, without interest.

3. In the event that the Petitioner elects to replace the Deposit with a surety bond or letter of credit, and such surety bond or letter of credit complies with Minn. Stat. 103E.202 and is properly approved by the county attorney, then the Deposit shall be immediately returned to Plaintiff.

4. To the extent that the Drainage Authority incurs costs on the proceeding on the Petition that exceed the Deposit, the Drainage Authority may proceed as allowed by Minn. Stat. 103E.202 subd. 6 to demand an additional deposit of funds, which shall be treated the same as the Deposit under this Agreement.

5. This Agreement may be signed in counterparts; electronic and facsimile signatures shall have the same effect as original signatures.

6. This Agreement contains the entire agreement between the parties relative to the matters set forth herein.

	10-16-24		
Boerboom Ag Resources, LLC By: Matt Boerboom Its: Authorized Member	(date)	Redwood County	(date)
		By: _____ Its: _____	



REQUEST FOR BOARD ACTION

Requested Board Date:	December 3, 2024	Originating Department:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Jeanette Pidde		
	estimated time needed:		5 minutes
Application for Conditional Use Permit #11-24			
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Conditional Use Permit #11-22, filed by Blair Ransom of Buell Consulting, o/b/o Verizon Wireless, pursuant to the recommendation of the Planning Commission.

Background Information:

Verizon Wireless is seeking to construct a new 250-foot self-supporting telecommunications tower near Vesta (approx. 1200 feet to the north). The tower will improve communications service in the area.

FCC approval and MNDOT approach permit were received after packet was sent out and are attached.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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

ASR Application Search

Application A1286345**Application Detail**

File Number	A1286345	Constructed	
Registration Number	1329063	Dismantled	
NEPA		EMI	No

Application Information

Status	Granted	Date Received	10/08/2024
Purpose	Amendment	Entered	10/08/2024
Mode	Interactive		

Antenna Structure

Structure Type LTOWER - Lattice Tower

Location (in NAD83 Coordinates)

Lat/Long	44-30-51.2 N 095-25-15.4 W	Address	025mi south 380 W Schley St (17163720)
City, State	Vesta , MN	County	REDWOOD
Zip	56292	Position of Tower in Array	
Center of AM Array			

Heights (meters)

Elevation of Site Above Mean Sea Level	327.3	Overall Height Above Ground (AGL)	78.9
Overall Height Above Mean Sea Level	406.2	Overall Height Above Ground w/o Appurtenances	76.2

Proposed Marking and/or Lighting

FAA Style E

FAA Notification

FAA Study	2024-AGL-9465-OE	FAA Issue Date	08/26/2024
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Owner & Contact Information

FRN	0002942159	Owner Entity Type	Corporation
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Owner

Alltel Corporation	P: (770)797-1070
Attention To: Network Regulatory	F:
5055 North Point Pkwy	E: Network.Regulatory@verizonwireless.com
NP2NE Network Engineering	
Alpharetta , GA 30022	

Contact

Manager , Regulatory	P: (770)797-1070
Attention To: Network Regulatory	F:
5055 North Point Pkwy	E: Network.Regulatory@verizonwireless.com
NP2NE Network Engineering	
Alpharetta , GA 30022	

Environmental Compliance

Does the applicant request a Waiver of the Commission's rules for environmental notice?	Is the applicant submitting an Environmental Assessment?
---	--

No

No

Is another Federal Agency taking responsibility for environmental review?

Does the applicant certify to No Significant Environmental Effect pursuant to Section

No

Yes

Reason for another Federal Agency taking responsibility for environmental review

Basis for Certification

Environmental Notification is complete and an Environmental Assessment is not required.

Name of Federal Agency

Local Notice Date

07/18/2024

National Notice Date

07/24/2024

Certification

Authorized Party Conder, Lucas

Title

Authorized Representative

Receipt Date 10/08/2024

Comments

Comments

None

History

Date

Event

10/08/2024

Amendment Received

10/08/2024

Application Granted

06/11/2024

New Application Received

Trans Log

Date	Description	Existing Value	Requested Value
10/08/2024	Structure : The date the FAA determination was issued		08/26/2024
07/23/2024	Application : Identify the change type as Major or Minor	Minor	Major
07/23/2024	Environmental Compliance : National Notice Date	09/11/2024	07/24/2024

All Trans Log (9)

Pleadings

Pleading Type	Filer Name	Description	Date Entered
None			

None

Automated Letters

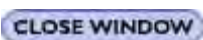
Date	Description
None	

None

Attachments

Type	Description	Date Entered
None		

None





**MINNESOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR ACCESS (DRIVEWAY) PERMIT**

Document Management System # _____
 District 8 Permit # 8-A-2024-111483
 C.S. 6402 T.H. 19
 R.P. 55.32-RT
 (THIS SECTION FOR MnDOT OFFICE USE ONLY.)

**ATTACH A SKETCH OF THE PROPOSED WORK AREA AND RELATION TO TRUNK HIGHWAY.
SUBMIT TO DISTRICT OFFICE OF MINNESOTA DEPARTMENT OF TRANSPORTATION.**

APPLICANT THE TOWERS, LLC (APPLICANT); BUELL CONSULTING, INC. (AGENT)	TELEPHONE 612-875-1808	ADDRESS (Street, City, State, Zip) 720 MAIN STREET, SUITE 200 ST. PAUL MN 55118
PROPERTY OWNER James P. DuBois	TELEPHONE (612) 308-2364	ADDRESS (Street, City, State, Zip) 3220 East Minnehaha Parkway, Minneapolis, Minnesota 55406

LOCATION OF PROPOSED WORK (City/Township) (County) (Distance) (N-S-E-W)	SPECIFIC ROAD INTERSECTION OR LANDMARK
Highway 19 in Vesta Redwood 0 Miles	of New driveway on the east

WILL THIS ACCESS BE WITHIN TRIBAL LANDS? NO IF YES, WHICH ONE?

PURPOSE OF DRIVEWAY Commercial Access to wireless telecommunications tower.	REQUESTED ENTRANCE WIDTH 12 Feet	PROPERTY IS IN Platted Area	ZONING FOR PROPERTY IS AG
IS BUILDING TO BE CONSTRUCTED YES Cell Tower	WILL BUILDING BE Permanent	NUMBER OF PRESENT DRIVEWAYS TO PROPERTY 0	
EXACT LOCATION OF PRESENT DRIVEWAY(S) No existing dedicated access. Landowner uses the driveway on the parcel directly south for farming.	EXACT LOCATION OF PROPOSED DRIVEWAY(S) Located approximately 475' south of the northern parcel line.		

LEGAL DESCRIPTION OF PROPERTY
Part of the N1/2 of the NE1/4 of 10-112N-38W. See attached survey for full description.

WORK TO START ON OR AFTER 3/1/2025	WORK TO BE COMPLETED BY 12/31/2025	COMPANY PROJECT NUMBER EAGLE VESTA
---	---	--

COMMENTS
 Tower construction is proposed in 2025 and will be owned/operated by Vertical Bridge (The Towers, LLC) as a build to suit for Verizon. Buell Consulting, Inc. is their representative during the permitting process.
 The access should be constructed with a 18" culvert with 1:6 safety aprons.

APPLICANT'S ACCEPTANCE, WAIVER AND INDEMNIFICATION

The undersigned applicant hereby agrees to comply with applicable statutes, rules, and all the standard conditions and special provisions of this permit. The applicant understands and agrees that no work in connection with this application will be started until the application has been approved and the permit issued.

The applicant also understands that this permit may also be subject to the approval of local road authorities having joint supervision over said street or highway, and may be subject to applicant's compliance with the rules and regulations of the Minnesota Environmental Quality Board and/or any other affected governmental agencies.

The applicant is aware of circumstances or hazards that may arise while performing the work associated with this application that could result in injury, loss, damage or death, and the applicant assumes the risk of such circumstances, dangers or hazards, whether reasonably foreseeable or not.

The undersigned applicant expressly agrees that except for negligent acts of the State, its agents and employees, the applicant or his/her agents or contractor shall assume all liability for, and save the State, its agents and employees, harmless from any and all claims for damages, actions or causes of action arising out of the work to be done in connection with this application and permit.

NAME AND TITLE BLAIR RANSOM SITE DEVELOPMENT AGENT	EMAIL ADDRESS B.RANSOM@GRAHAMREDEV.COM
---	--

DATE 10/31/2024	SIGNATURE
------------------------	------------------

DO NOT WRITE BELOW THIS LINE.

PERMIT NOT VALID UNLESS BEARING SIGNATURE AND NUMBER

AUTHORIZATION OF PERMIT

In consideration of the applicant's agreement to comply in all respects with the applicable laws and the conditions of the Commissioner of Transportation pertaining to this permit, permission is hereby granted for the work to be performed as described in the above application, said work to be performed in accordance with the following standard conditions and special provisions:

SEE ATTACHED STANDARD CONDITIONS AND SPECIAL PROVISIONS

<u>12-31-2025</u> Date All Work To Be Completed By	_____ Authorized MnDOT Signature	<u>11-01-2024</u> Date of Authorized Signature
---	-------------------------------------	---

DISTRIBUTION	DEPOSIT REQUIREMENTS	DEPOSIT TYPE
Original to Area Maintenance Engineer Applicant Subarea Supervisor Roadway Regulations Supervisor	<input type="checkbox"/> No Deposit Required <input checked="" type="checkbox"/> Deposit Required in the Amount of \$ <u>1000</u> Date Deposit Received _____ <i>Deposit to be returned upon satisfactory completion of all work</i>	Cashier's Check # _____ Certified Check # _____ Money Order # _____ Bond # _____
DATE WORK COMPLETED <i>(The date when the work is completed must be reported to the MnDOT District Permits Office)</i>		

STATUTE AND RULES

Minn. Stat. §160.18 ACCESS TO ROADS; APPROACHES.

Subdivision 1. Culvert on existing highway. Except when the easement of access has been acquired, a road authority, as to a highway already established and constructed may grant by permit a suitable approach to the highway. The requesting abutting property owner shall pay for the cost and installation of any required culverts unless a road authority, other than the commissioner, adopts by resolution a policy for the furnishing of a culvert to an abutting owner when a culvert is necessary for suitable approach to a road. The policy may include provisions for the payment of all or part of the costs of furnishing the culvert by the abutting landowner.

Subd. 2. Approaches to new highway. Except when the easement of access has been acquired, the road authorities in laying out and constructing a new highway or in relocating or reconstructing an old highway shall construct suitable approaches thereto within the limits of the right-of-way where the approaches are reasonably necessary and practicable, so as to provide abutting owners a reasonable means of access to such highway.

Subd. 3. Access for particular uses. The owner or occupant of property abutting upon a public highway, having a right of direct private access thereto, may provide such other or additional means of ingress from and egress to the highway as will facilitate the efficient use of the property for a particular lawful purpose, subject to reasonable regulation by and permit from the road authority as is necessary to prevent interference with the construction, maintenance and safe use of the highway and its appurtenances and the public use thereof.

Minn. Rules part 8810.4100 DEFINITIONS OF DISTRICT AND STREET CLASSIFICATIONS.

Subpart 1. Scope. In the absence of an established classification by local authorities, the definitions in subparts 2 to 5 shall govern.

Subp. 2. Major Street. "Major street" means any road that has an average annual daily traffic volume of 1,500 vehicles or greater.

Subp. 3. Minor Street. "Minor street" means any road that has an average annual daily traffic volume less than 1,500 vehicles.

Subp. 4. Rural district. "Rural district" means all other locations not meeting the urban district definition.

Subp. 5. Urban district. "Urban district" means those properties contiguous to the trunk highway system of the state of Minnesota, including any street, that are built up with structures devoted to business, industry, or dwelling houses where such structures are situated at intervals of less than 100 feet for a distance of one-quarter of a mile or more.

8810.4300 PURPOSE AND SCOPE.

Subpart 1. Purpose. The purpose of parts 8810.4100 to 8810.5600 is to establish certain optimum design specifications for driveways providing a means of ingress to and egress from private property located along and adjacent to the right-of-way of the trunk highway system of the state of Minnesota.

Subp. 2. Scope. The scope of parts 8810.4100 to 8810.5600 is confined within the framework of and intended to be consistent with Minnesota Statutes 1965, section 160.18, subdivision 3.

8810.4400 DRIVEWAY PERMITS.

Authorization to construct or alter a driveway shall consist of a permit duly signed by the district engineer of the Minnesota Department of Transportation having responsibility for the maintenance and construction of the trunk highway in question. No driveway shall be constructed from or to a trunk highway until such permit has been obtained and supplemented by those permits that may be required by local governing authorities.

The commissioner of transportation may require the applicant, or their contractor, to furnish a deposit in the form of a cashier's check, certified check, a surety bond on corporate undertaking, in favor of the state of Minnesota, commissioner of transportation for any expense incurred by the state in the repairing of damage to any portion of the trunk highway right-of-way caused by work performed under a work permit or a permit for construction, including any out of the ordinary engineering supervision and inspection expense provided by the state. In those instances wherein a deposit is required, the amount of the deposit shall be specified in the special provisions of the permit. If a check is furnished, any moneys remaining over and above such expense shall be returned to the applicant.

8810.5200 CHANGES IN USE.

In the event of a change in land use or major change in the traffic pattern of the existing facility, existing driveways are not automatically perpetuated and new driveway access applications shall be submitted.

8810.5300 REVOKING ACCESS.

If the terms of the permit are violated, or if the commissioner of transportation determines that continuance of a driveway access is particularly hazardous, the commissioner may under the authority vested by law revoke the access.

8810.5400 PROHIBITED USES.

No part of the right-of-way of a trunk highway or of a street over which a trunk highway is routed may be used for servicing of vehicles or the conduct of private business.

8810.5600 VARIANCES.

A variance from the standards set forth in parts 8810.4100 to 8810.5500 may be allowed by the commissioner when the variance will facilitate the safe, efficient use of the property for a lawful purpose and will not interfere with the construction, maintenance, or safe and efficient use of the highway and its appurtenances by the public.

ACCESS PERMIT GENERAL INFORMATION

To minimize site plan changes, a plat review shall be approved by the Minnesota Department of Transportation in accordance with Chapter 505 of the Minnesota Statutes and Minnesota Rule 8810.4100 – 8810.5600 prior to the issuance of any access permit. By this means, construction and maintenance plans for the portion of the trunk highway under consideration may suggest alternate or improved methods or standards of construction or reconstruction to the property owner and/or lessee.

CONDITIONS OF ACCESS PERMIT

1. This permit is subject to compliance with Minnesota Statutes §160.18, Minnesota Rules parts 8810.4100 through 8810.5600 and each of these conditions.
2. No work under this application shall be started until application has been approved and the permit issued.
3. Any permanent signs or permanent traffic barriers (including crash cushions) installed on the State Highway system must be deemed crashworthy under the American Association of State Highway and Transportation Officials (AASHTO) "Manual for Assessing Safety Hardware, 2016 (MASH-16)". Where work on or near the traveled roadway is necessary, proper traffic signs, channelizing devices, warning lights, and barricades shall be erected to protect traffic, employees, and pedestrians. All temporary traffic control devices and methods shall conform to the Minnesota Field Manual on Temporary Traffic Control Zone Layouts, Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), Minnesota Standard Signs and Markings Manual, and the appropriate provisions of Standard Specification 1710. All temporary traffic control devices shall be deemed crashworthy under the American Association of State Highway and Transportation Officials (AASHTO) "Manual for Assessing Safety Hardware, 2016 (MASH-16)" with exceptions as noted under MnDOT Technical Memorandum No. 19-03-T-01 Crashworthy Requirements for Temporary Traffic Control Devices. (See memo at: <http://dotapp7.dot.state.mn.us/edms/download?docId=2434220>)
4. Unless adequately protected by a traffic barrier, there shall be no work within the clear zone, nor shall pipe materials, equipment or other objects be stored within the clear zone. If temporary traffic barrier is used, it will be placed according to the "MnDOT Temporary Barrier Guidance Manual" (December 2018). (See website at: www.dot.state.mn.us/trafficeng/workzone/doc/Temporary%20Barrier%20Guidance%20Manual%20181129.pdf) Any temporary traffic barrier (including crash cushions) must be deemed crashworthy under MASH-16.
5. Any person acting as a Flagger for permitted work shall have attended a training session taught by a MnDOT Qualified Flagger Trainer within the twelve months immediately preceding the start date of all flagging activity. A Flagger shall receive a Flagger Qualification Card, signed by a MnDOT Qualified Flagger Trainer, upon successful completion of this training. During all flagging activity, a Flagger must carry a signed Flagger Qualification Card on that Flagger's person and be in possession of a current Minnesota Flagging Handbook. The Minnesota Flagging Handbook is available from MnDOT Qualified Flagger Trainers or from a MnDOT District Office.
6. No foreign material such as dirt, gravel, or bituminous material shall be deposited or left on the road during the construction of driveway or installation of drainage facilities.
7. Upon completion of work, the permit holder must restore the trunk highway to its original condition or a condition satisfactory to Minnesota Department of Transportation, and the roadside shall be cleaned to its original status
8. After driveway construction is completed the permittee shall notify the Area Maintenance Engineer or his authorized representative that the work has been completed and is ready for final inspection and approval by the Minnesota Department of Transportation.
9. No changes or alterations in entrances may be made at any time without prior written permission from the Minnesota Department of Transportation.
10. Driveways shall be so constructed as to slope down away from the shoulder line of the trunk highway according to the most recent MnDOT Standard Plate No. 9000.
11. A security deposit may be required to insure proper restoration of highway surfaces and to cover payment for any damage to highways or State property. Additionally, any expense incurred by the Minnesota Department of Transportation above the posted deposit will be assessed against the applicant. In the event construction has not been started by the "WORK TO BE COMPLETED BY" date, this permit becomes null and void and the deposit will be refunded.

SPECIAL PROVISIONS

All specifications of the Mn/Dot Standard Specifications book 2020 shall apply.

The installation authorized in this permit will be inspected by Corey Kack, Transportation Specialist, D8 – Marshall (507-537-2082), corey.kack@state.mn.us. The applicant or its contractor will notify him at least two days prior to starting the installation. MnDOT's inspector will approve all highway materials prior to placement, and the total installation must meet with his/her satisfaction.

Applicant or contractor prior to the start of construction shall submit a \$1000.00 security deposit in the form of a **money order, cashier's check, or certified check with no expiration date** made payable to **Minnesota Commissioner of Transportation**. It shall be sent to Corey Kack at the following address:

MN Department of Transportation
Attn: Corey Kack
1800 East college Drive
Marshall, MN
56258

Once the work is complete, immediately fill out and return the "Certificate of Completion..." sheet, attached to the permit. In addition, if any approved changes were made to the permit, during the installation and/or construction stages, please provide a copy of "as built" sketches. When the documentation is returned to the MnDOT office, the completed work shall be inspected. Your deposit (if initially required) shall be returned one year from the date of permit completion, or, if in the opinion of the MnDOT Area Maintenance Engineer, when the installation is satisfactory.

The applicant shall always provide in-house inspection while applicant/contractor is working on trunk highway right of way. Applicant shall provide a copy of the permit to his contractor to assure that the entrance will be constructed in accordance with MnDOT Rules and Regulations, permit requirements and special provisions. This permit or copy thereof must be in the possession of your contractor while working on the highway right of way.

Applicant and/or contractor shall construct residential entrance as per field and office review.

1. Entrance construction shall be performed according to MnDOT Standards, Specifications and Regulations. See attached sheets.
2. Maximum surfaced width of proposed entrance shall be 12 feet. 6 inches of Class 5 gravel is required on the driving surface.
3. 6 inches of black dirt is required on the side slopes and all disturbed areas. The slopes and disturbed areas shall be raked and seeded. Seed or sod shall be the same as/or compatible with the existing turf cover.
4. For roadway drainage purposes the applicant and/or contractor shall furnish a minimum 18" culvert of sufficient length to allow for 6:1 side slope and two 6:1 safety apron. The culvert flow lines shall perpetuate designed roadway drainage patterns. Entrance culverts must be new and must meet size, material and installation

specs as stated in spec #3222 provided in MnDOT Construction Specifications, 2020 edition. Entrance culverts may be extended to meet the required specs, if MNDOT's maintenance staff deems the existing culvert applicable. Applicant is responsible for water flow at the location of the entrance.

5. Minimal shaping of the roadway ditch shall be allowed.

It is the applicant's responsibility to utilize the "Gopher State One Call" excavation notice system required under Minnesota Statute Chapter 216D, 48 hours before performing any excavation (phone 811 or 651-454-002 Twin Cities Metro Area or Toll Free 1-800-252-1166 or on the web at: www.gopherstateonecall.org/).

The applicant shall coordinate the proposed installation with the existing facilities of others in the area. The applicant and/or contractor shall protect all utilities located on the lands covered by this permit at no expense to the Minnesota Department of Transportation. Relocation costs shall be the responsibility of the applicant.

Mandatory Contractor/Applicant 511 Road Work Traffic Impact Information:

Any permit that impacts traffic (ex. lane closer, flagging operation, etc.) the Applicant is required to complete the document at the following 511 link:

https://mndotforms.formstack.com/forms/511_road_work_and_traffic_impact_information

The applicant shall furnish, install, and maintain all required traffic control devices and sidewalk closure devices according to the Minnesota "Temporary Traffic Control Zone Layouts Field Manual (January 2018). (See website at:

<http://www.dot.state.mn.us/trafficeng/publ/fieldmanual/index.html>

The applicant will furnish, install, and maintain all required traffic control devices according to Minnesota's "Temporary Traffic Control Zone Layouts Field Manual" (January 2018) (see website at: www.dot.state.mn.us/trafficeng/publ/index.html), while performing the construction authorized by this permit. All temporary traffic control devices used must be deemed crashworthy under MASH-16, with exceptions as stated in MnDOT Technical Memorandum No. 19-03-T-01 Crashworthy Requirements for Temporary Traffic Control Devices. (See memo at: [Traffic Engineering - Tech Memos \(state.mn.us\)](http://www.dot.state.mn.us/trafficeng/publ/techmemos/index.html))

Any person acting as a Flagger for permitted work shall have attended a training session taught by a Mn DOT Qualified Flagger Trainer within the twelve months immediately preceding the start date of all flagging activity. A Flagger shall receive a Flagger Qualification Card, signed by a MnDOT Qualified Flagger Trainer, upon successful completion of this training. During all flagging activity, a Flagger must carry a signed Flagger Qualification Card on that Flagger's person and be in possession of a current Minnesota Flagging Handbook. The Minnesota Flagging Handbook is available from MnDOT Qualified Flagger Trainers.

All persons while performing authorized work on MnDOT Right of Way shall be required to wear a High Visibility Safety Garment that meets or exceeds ANSI/ISEA 107 2004 Standards for a Class 2 garment for daytime hours and a Class 3 garment with pants for nighttime hours or low light conditions. In addition, all persons shall be required to wear a high visibility soft cap or ANSI X 89 approved hard hat while working on the MnDOT Right of Way.

The applicant shall not perform any work or have any equipment on the roadway system (mainline, shoulder area, ditch bottoms) when weather or road conditions are hazardous due to snow, ice, rain, or dust; when visibility is less than ¼ mile; or when winds or wind gusts prevent the safe operation of equipment. It is the applicant's responsibility to monitor local weather reports or MN 511 to determine satisfactory working weather conditions. Minnesota road condition information is available at the web site <https://.511.mn.org>. Work may be shut down for weather and safety reasons at any time at the discretion of the Assistant District Maintenance Engineer

The applicant will not deposit any material on the traveled roadway. Two-way traffic shall be always maintained.

There will be no work within the clear zone and no pipe materials, equipment or other objects stored within the clear zone without the prior approval of the Assistant District Maintenance Engineer. Any work approved within the clear zone or objects stored within the clear zone must be protected by a traffic barrier. If the pit or excavation is open overnight the applicant must use appropriately applied temporary traffic barrier to protect it. The clear zone is defined in the "Temporary Traffic Control Zone Layouts Field Manual" (January 2018). (See website at: www.dot.state.mn.us/trafficeng/publ/index.html). If temporary traffic barrier is used, it will be placed according to the "MnDOT Temporary Barrier Guidance Manual". (See website at:

[Temporary Traffic Control - Traffic Engineering - MnDOT \(state.mn.us\)](http://www.dot.state.mn.us/trafficeng/publ/index.html) Any temporary traffic barrier (including crash cushions) must be deemed crashworthy under MASH-16.

Materials shall not be placed on highway right of way more than one week in advance of their use. All materials equipment shall be stored at the back edge of right of way or off right of way and shall be marked in such a manner to be visible to snowmobiles and other off highway vehicles. In no case shall materials/equipment stored on State Right-of-Way be in the clear zone

No material shall be deposited on the traveled roadway. No spoil piles shall be left overnight on state right of way.

Shoulders and/or roadways disturbed by the construction operations shall be repaired immediately with suitable and approved materials; such repairs shall match existing slopes and grades.

All drainage structures removed or damaged shall be restored by the applicant to as good or better condition than before operations began. Drainage and slopes shall be satisfactorily restored. All drainage patterns shall be perpetuated.

All areas disturbed by the applicant shall be restored with a minimum of 6" of topsoil (according to MnDOT Standard Specification 3877 Table 1 Common Topsoil Borrow). The Permittee must stabilize and revegetate areas of disturbed soil. The Permittee must, at no expense to the Department, use a MnDOT approved native seed mix suitable for site conditions, except in areas maintained as frequently mowed lawn, this requirement applies to all Department property. Approved native seed mixes can be found in the MnDOT Seeding Manual. Note that native seed mixes are denoted with a 3#-#### series mixture number in the manual. Please direct questions to the MnDOT Erosion Control and Stormwater Management Unit. Category 20 blanket on slopes

and Category 25 blanket in ditch bottoms shall be used according to MnDOT Specification 2575. Seed must be obtained from a MnDOT Approved Seed Vendor (<http://www.dot.state.mn.us/environment/erosion/certifiedvendors.html>) and blanket products must be on the 2020 Rolled Erosion Prevention Products Approved Products List (<http://www.dot.state.mn.us/products/erosioncontrolandlandscaping/erosioncontrolblankets2020.html>). If rolled erosion control products are to be used, they must be limited to bio-netting, natural netting or woven type products without plastic mesh nettings or other plastic components.

When frozen conditions prevent the applicant from completing turf restoration the applicant must temporarily stabilize the disturbed area. Use seed mix 22-111 following the winter seeding method and type 1 mulch following the winter mulching method in the current MnDOT Standard Specification for Construction section 2575. The applicant is responsible for completing final turf restoration prior to May 15 of the following spring.

Conditions may require temporary measures to control erosion and sedimentation. The applicant will install any temporary erosion measures concurrently with the operation or as soon as practicable. Temporary erosion controls are short lived devices such as straw bale structures, silt curtains, sediment traps or other means to temporarily protect the overall work prior to restoration of the worksite. The Assistant District Maintenance Engineer will decide when these measures are required, according to the most current version of the MnDOT Standard Specification for Construction 2573.

It is expressly understood that this permit is issued subject to the applicant's compliance with the rules and regulations of the Minnesota Environmental Quality Board and any other affected governmental agencies.

**CERTIFICATE OF COMPLETION OF PERMIT INSTALLATION
for the
STATE OF MINNESOTA – DEPARTMENT OF TRANSPORTATION**

TO: Corey Kack
Permits
1800 East College Drive
Marshall, MN 56258 Phone:
507-537-2082 Email:
corey.kack@state.mn.us

State Highway Permit Number: 8-A-2024-111483
Control Section: 6402
State Highway: 19
Date: 11-01-2024

I hereby certify that all the permit requirements have been completed for installation as described in, and in accordance with, all the permit requirements.

Applicant/permittee name (please print): THE TOWERS,LLC (BUELL CONSULTING)

Applicant/permittee signature: _____
Date: _____

THE FOLLOWING SECTION IS TO BE COMPLETED BY MnDOT

All work covered by the permit has been satisfactorily completed.

Inspected by (please print) _____

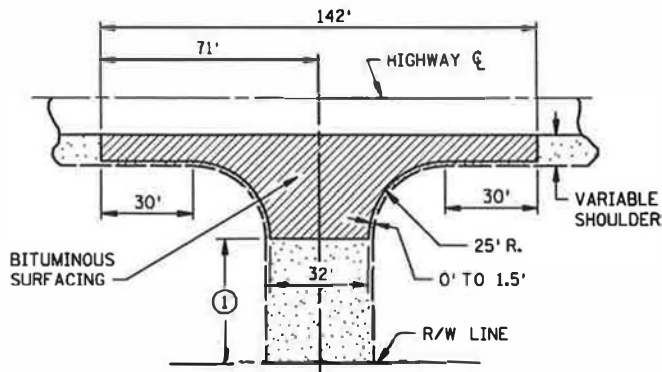
Maintenance signature: _____
Date: _____

Deposit Number Pending
in the amount of \$ 1000

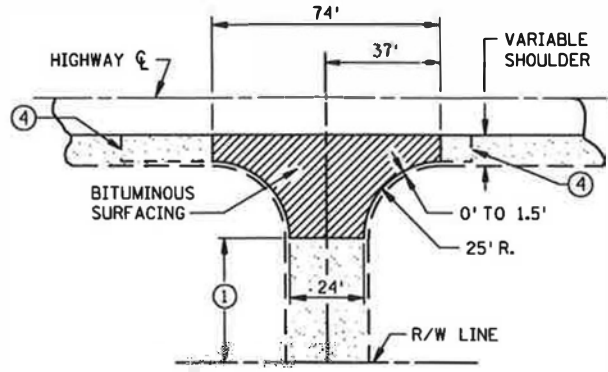
will remain in effect until all requirements of the special provisions are met; at which time, the deposit will be released if, in the opinion of the Sub Area Supervisor, the work has been satisfactorily completed.

Where approved changes are made in the installation contrary to the application sketches, three (3) copies of "as built" sketches must be submitted with the signed certificate.

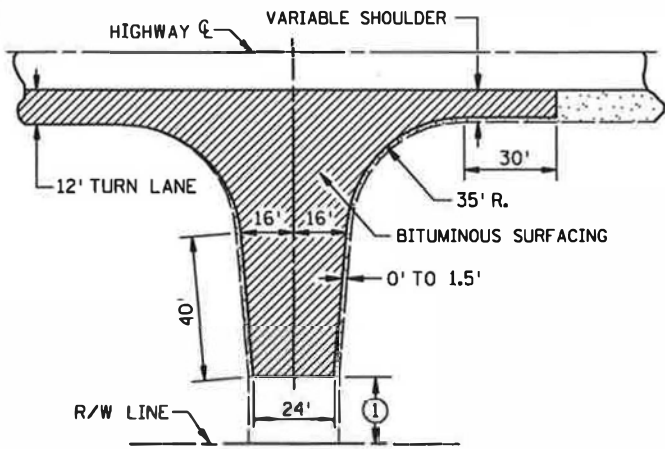
THE APPLICANT, IMMEDIATELY UPON COMPLETION OF THE FULL PERMIT REQUIREMENTS, SHALL SIGN AND RETURN THIS "CERTIFICATE OF COMPLETION OF PERMIT INSTALLATION" AND RETURN IT TO: COERY KACK, PERMITS DEPARTMENT AT THE ADDRESS LISTED ABOVE.



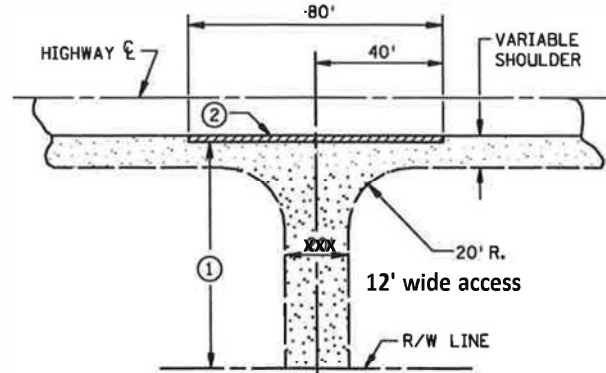
COMMERCIAL - INDUSTRIAL - FARM ENTRANCES



RURAL RESIDENTIAL ENTRANCE

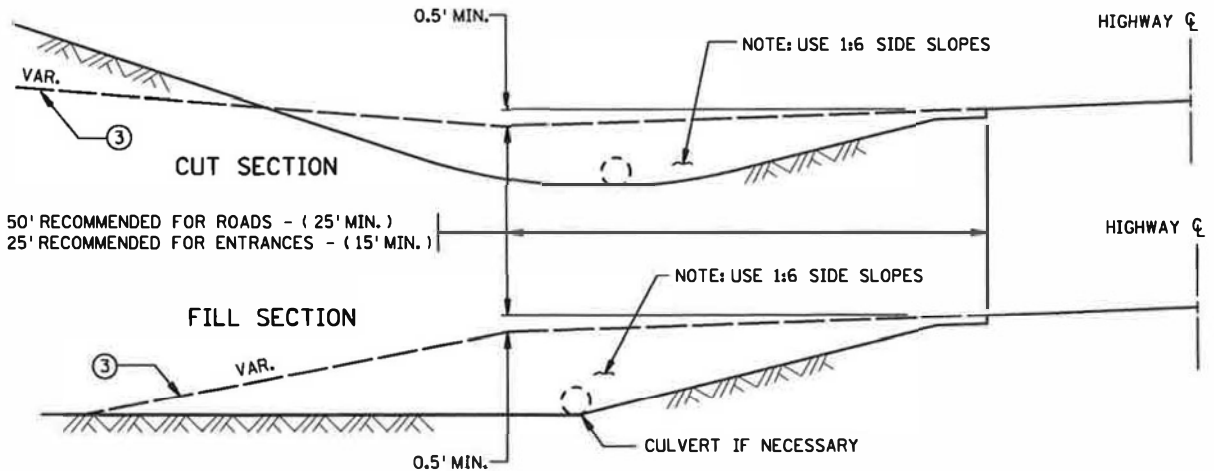


LOW VOLUME ROAD



FIELD ENTRANCES

- ① SURFACING TO MATCH EXISTING CONDITIONS. WHERE THERE IS NO SURFACING, PLACE GRAVEL BEYOND BITUMINOUS SURFACING TO R/W LINE.
- ② PLACE 2 FT. WIDE BITUMINOUS SURFACING AS DIRECTED BY ENGINEER.
- ③ 8% MAXIMUM COMMERCIAL; 15% MAXIMUM RESIDENTIAL.
- ④ THE USE OF PAVING SIMILAR TO COMMERCIAL ENTRANCES MAY BE APPROPRIATE FOR SOME RESIDENCES - AS SHOWN IN PLANS OR DIRECTED BY THE ENGINEER.



CROSS SECTIONS

APPROVED SEPT. 27, 2012

Michael J. Henn
STATE DESIGN ENGINEER

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

APPROACHES AND ENTRANCES
RECOMMENDED STANDARDS

SPECIFICATION
REFERENCE

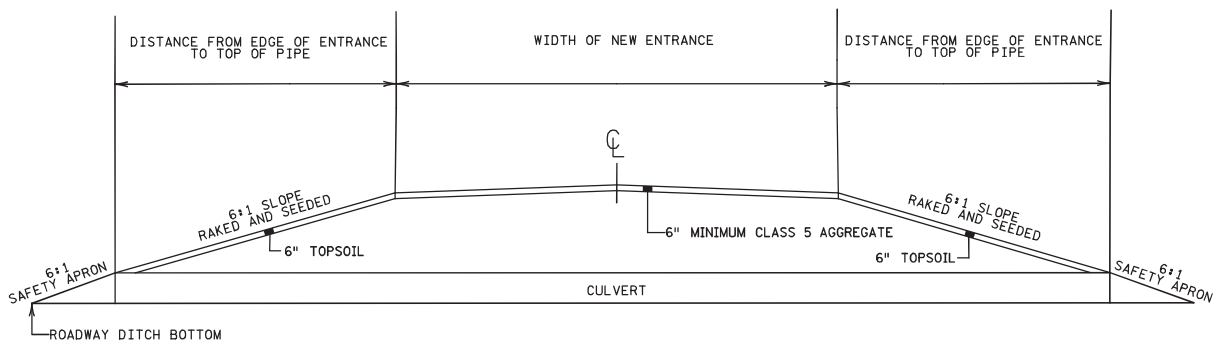
STANDARD
PLATE
NO.

9000E

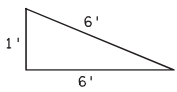
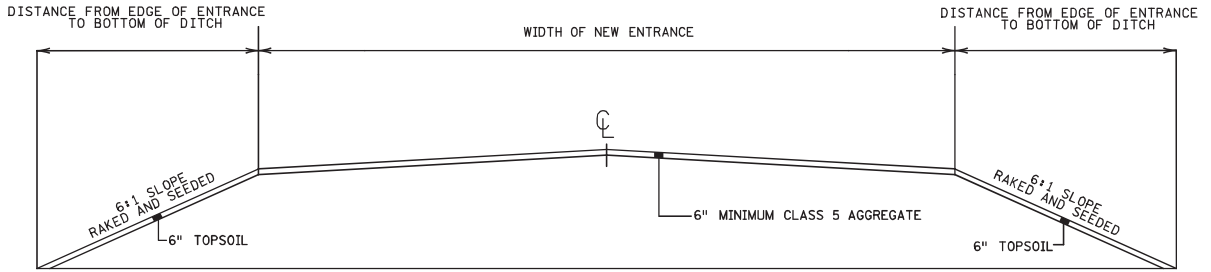
PLOTTED/REVISED: 9-APR-2008

DISTRICT #: DRWILLMAR
PLOT NAME: ROW Design
PATH & FILENAME: Project\Construction\Willmar\ROW Design

TYPICAL SECTION CULVERT REQUIRED



TYPICAL SECTION CULVERT NOT REQUIRED



RIGHT OF WAY
ENTRANCE TYPICAL SECTION



OATH OF OFFICE

OATH

I, Ryan Schweiss, do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Minnesota and that I will discharge faithfully the duties of the office of the Veterans Service in the County of Redwood, the State of Minnesota, to the best of my judgment and ability.

Ryan Schweiss

State of Minnesota
County of Redwood

Subscribed and sworn before me on this 3rd day of December 2024.

Commissioner Jim Salfer, Board Chair
Redwood County, Minnesota

Date

Signature of Notary Public

Date Commission Expires



REQUEST FOR BOARD ACTION

Requested Board Date:	12-03-2024	Originating Dept.:	Technology
Preferred 2nd Date:			
Discussion Item:		Presenter:	Paul Parsons
	Marco Security Assessment	estimated time needed:	5-8 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Redwood County Board of Commissioners. Please review and provide approval to have Marco perform an assessment on Redwood County network environment. Marco will look for any vulnerabilities during this assessment.

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 08-14-2024

Date Requestor Requires Review Completion: 11-14-2024

Administrators Comments:

Reviewed by Administrator: Yes No

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

MARCO TECHNOLOGIES RELATIONSHIP AGREEMENT

THIS MARCO TECHNOLOGIES RELATIONSHIP AGREEMENT (“Agreement”) is entered into as of the date the Parties first process a Product Agreement or the Client places an order under this Agreement, whichever is earlier (the “Effective Date”) by and between **MARCO TECHNOLOGIES, LLC** with a principal place of business at **4510 HEATHERWOOD ROAD, ST. CLOUD, MN** (“Marco”) and the legal entity identified in any order (“Client”) (individually, a “Party,” and collectively, “Parties”).

This Agreement governs Marco’s relationship with Client for the provision of Products as further described in Product Agreements between the Parties. This Agreement is incorporated by reference and made part of any Product Agreement between the Parties. In the event of an express conflict between or among the provisions of this Agreement and any Product Agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) This Agreement; and (2) the Product Agreement. The Parties may specify in the applicable Product Agreement that a particular provision of the Product Agreement supersedes a provision of this Agreement. Any such modification to a Product Agreement shall be effective only if the specific modified section of the Product Agreement expressly references the applicable section of this Agreement that is to be modified and clearly states that such modification supersedes the conflicting or inconsistent provision in this Agreement.

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following terms shall, when capitalized, have the meanings given to them in this **Definitions** Section.

- 1.1** “**Affiliate**” means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Marco.
- 1.2** “**Applicable Privacy Law**” means, collectively, GDPR, PIPL, LGPD, CCPA, and CPRA, each as defined in the body of this Agreement below, together with any other law regarding the privacy and/or protection of personal data of any individual.
- 1.3** “**Client Materials**” means, collectively, parts, materials, equipment, hardware computers, software, software-as-a-service, cloud services, data, databases, datafeeds, operating systems, switches, routers, drives, firewalls, databases, backup systems, networks, internet connectivity, information and other items and services owned by Client, or provided by a third party to Client, that are used for the provision or use of the Products and/or necessary for Marco to perform all of its obligations as set forth in this Agreement.
- 1.4** “**Confidential Information**” means any and all information furnished or disclosed in connection with this Agreement by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) and marked as “Confidential”, “Proprietary” or “Restricted” or which under all of the circumstances should reasonably be considered confidential, and shall include, without limitation, any property, product, technical and/or business documentation, pricing information, client information, client lists, computer programs, trade secrets, know-how, ideas, specifications, patent applications, methodologies, formulae, designs, processes, technology, techniques, drawings, inventions, diagrams, and all other relevant information pertaining to the Disclosing Party’s business. Confidential Information does *not* include information that: (a) was known or possessed by the Receiving Party without confidentiality obligation before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no breach of this Agreement; (c) is lawfully available or received from a third party without confidentiality obligation; (d) is authorized to be disclosed by a third party with the right to do so; or (e) is independently developed by the Receiving Party without the use of, or access to, the Disclosing Party’s Confidential Information.
- 1.5** “**Equipment**” means resold equipment and other tangible goods.
- 1.6** “**Incidentals**” means, collectively, all services necessary to perform a Product Agreement and not expressly stated in the Product Agreement, all services requested by Client and performed by Marco outside the scope of a Product Agreement, and any incidental expenses and costs incurred by Marco

- in the performance of Services or any of the foregoing.
- 1.7 **“Intellectual Property”** means, collectively, all: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other proprietary information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
 - 1.8 **“License(s)”** means any license(s), agreement(s) or other prerequisite(s) of third-party Software publishers and vendors, or Equipment manufacturers, for the Products.
 - 1.9 **“Loss(es)”** means any and all costs, expenses, damages, liabilities, fees (including reasonable attorney and expert fees), penalties, fines, or judgments of any kind or nature whatsoever.
 - 1.10 **“Marco Property”** means, collectively, equipment, other goods, materials, supplies and similar items, including, without limitation, software, information and Intellectual Property owned by Marco or a third party, used by Marco or provided by Marco to Client for use by Client for the purposes of carrying out a Product Agreement.
 - 1.11 **“Product Agreement”** means an agreement between the Parties for the provision of Products by Marco. Product Agreements include SOPs, proposals, change orders, and service tickets.
 - 1.12 **“Product Lease”** means a lease between the Parties relating to any Products provided by Marco.
 - 1.13 **“Products”** means, collectively, Services, Equipment, Software and Incidentals.
 - 1.14 **“Representatives”** means, collectively, a Party’s respective officers, directors, employees, agents and contractors.
 - 1.15 **“Required Consents”** means, collectively, all consents, licenses, permits and approvals required to give Marco, or any Marco Representatives, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, Client Materials,
 - 1.16 **“Resold Products”** has the meaning given to that term in Exhibit A.
 - 1.17 **“Schedule of Products”** or **“SOP”** means a Schedule of Products agreed between the Parties.
 - 1.18 **“Services”** means any professional consulting services, managed services, or other technology services to be performed by Marco, that are expressly identified in a Product Agreement.
 - 1.19 **“Software”** means software licensed, or third-party software licenses resold, by Marco to Client.

2. Purchases, Prices and Payment.

- 2.1 Marco agrees to provide, and Client agrees to purchase, lease or license (as applicable) the Products at the price stated in the applicable Product Agreement (**“Price”**). The sale of Resold Products (as defined in Exhibit A) is governed by the terms in Exhibit A. Client shall pay Marco’s then prevailing rates for any Incidentals). Marco’s right to increase the Price to Client, if any, is set forth in each Product Agreement.
- 2.2 Client shall pay all undisputed invoices within thirty (30) days of the invoice date. Client shall pay a late fee of 1.5 percent (1.5%) per month, or the highest rate permitted by law, whichever is less, on any amounts not received when due. Client shall pay all sales, use, excise, value added or other taxes; duties, levies or fees assessed by any government or other authority resulting from its relationship with Marco under this Agreement and any Product Agreement, except for taxes imposed on Marco’s income. This provision shall not apply to any taxes for which Client is exempt and for which Client has furnished Marco with a valid tax exemption certificate authorized by the appropriate taxing authority. Shipping and handling fees may apply and will be payable by Client upon invoice. Marco reserves

shall not alter, modify, tamper with, make derivative works from, license, distribute, rent, lend, publish, reverse engineer, decode, re-sell, export, sublease, or attempt to derive the source code of or reproduce the Products or Marco Property. Client shall take all reasonable action necessary to stop the violation or threatened violation of this Section and cause its Representatives to be bound by and comply with this Section. If Marco determines that a breach of this Section has occurred, then Marco may, in its sole discretion, and without liability: (i) restrict Client's and users' access to the Services; (ii) remove or require removal of any offending content; (iii) terminate this Agreement and any Product Agreement for cause; and/or (iv) exercise other rights and remedies, at law or in equity. Except in an emergency, as deemed necessary by Marco or as may otherwise be required by law, before undertaking the actions in this Section, Marco will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify Marco of any event or circumstance related to this Agreement, Client's or any user's use of the Services, or Content of which Client becomes aware, that could lead to a claim or demand against Marco, and Client will provide all relevant information relating to such event or circumstance to Marco at Marco's request.

- 6. Client Information.** Client represents and warrants (i) that it fully complies with applicable law governing the privacy and security of personally identifiable information, including but not limited to, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**GDPR**”), the Personal Information Protection Law of China (“**PIPL**”), the General Law for the Protection of Personal Data 13709/2018 in Brazil (“**LGPD**”), the California Consumer Protection Act (Cal. Civ. Code 1798.199) (“**CCPA**”), and the California Privacy Rights Act of 2020 (“**CPRA**”) and; (ii) that, if it does provide any personal data to Marco, Client has obtained the personal data from the data subject(s) for a lawful purpose and in accordance with the relevant requirements of the Applicable Privacy Law. To the extent any information relating to an identified or identifiable person under any Applicable Privacy Law is provided to Marco, the terms set forth in Marco's Data Processing Addendum (“**DPA**”), located at www.marconet.com/legal shall apply to such data processing and the terms of the DPA are hereby incorporated by reference into this Agreement with the same force and effect as though fully set forth herein. Client shall also identify such personal data for Marco and understands that such personal data may be stored and processed on servers based outside of the United States, unless required by Applicable Privacy Law and agreed to in writing.

Client acknowledges that Marco exercises no control over the information passing through Client's equipment, network, and sites and that it is the sole responsibility of Client to ensure that the information that Client and its Representatives or any third party transmit(s) and receive(s), is for legitimate business purposes and complies with all applicable laws and regulations.

Client shall encrypt, at the application level, Client's Confidential Information and all other data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

7. Information Security

- 7.1 Security Measures.** Marco will maintain commercially reasonable security measures for its Services that are designed to: (i) ensure the security of the Client's data stored by Marco; (ii) protect against any anticipated threats or hazards to the security or integrity of the Client's data stored by Marco;

and (iii) protect against any unauthorized access to or use of Client's data as stored by Marco.

- 7.2 Notification and Prevention Obligations.** Upon becoming aware, Marco shall promptly notify Client of any actual security breach that may result in the unauthorized access to or disclosure of unencrypted Client personal data. Marco agrees to take all actions reasonably necessary under the circumstances to immediately prevent the continued unauthorized access of such personal data. Marco further agrees that in the event of a breach of confidentiality or security of personal data, it will work in good faith and cooperate with Client to address the breach. Marco shall not be responsible or liable for any security breach caused by Client.
- 7.3 Audits by Marco.** Marco will conduct an annual audit (under SOC2 or a similar standard) audit of its security measures. Upon Client's written request, Marco shall provide a copy of its most recent audit report, but Marco may redact sensitive information. When available, and upon receipt of Client's written request, Marco may provide its vendors' audit report. The reports are to be treated as Confidential Information under this Agreement whether or not marked or otherwise identified as "Confidential" and remains the property of Marco, its Affiliate, or its vendor, as applicable.
- 7.4 Audits by Client.** Client shall have the right make reasonable requests to review Marco's security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel, in order to verify Marco's compliance with this Agreement, provided that nothing in this Agreement will be deemed to permit Client or any third party to access Marco's systems. The dates of any onsite audit shall be mutually agreed upon by the Parties. Client shall be responsible for the entire cost of any audit or information request. Marco may charge Client on a time-and-materials basis at the then-current standard time and materials rate for Client audits and requests for information based on the length and detail of the audit/information requested. No such audit may include activities that might result in downtime or unavailability of Marco's IT environment. Marco reserves the right to restrict Client's access to certain information if, in Marco's sole discretion, that information may compromise Marco's security measures.
- 8. Required Consents.** Client shall obtain and keep in effect all Required Consents at all times during this Agreement. Upon request, Client will provide to Marco evidence of any Required Consent. Marco will be relieved of its obligations under this Agreement (and any time for performance of any Products shall be reasonably extended) to the extent that they are affected by Client's failure to promptly obtain and maintain and provide to Marco any Required Consents. Client agrees that Marco may accept software terms and conditions and other Licenses (e.g., end user license agreements) on behalf of Client while providing and installing Products to Client, and Client agrees to be bound by those License terms.
- 9. Software Licenses and Other Agreements.** Client shall enter into, maintain, comply with and be bound by any Licenses applicable to Products. Unless expressly provided otherwise in a Product Agreement, Client has the sole responsibility to manage its ownership and use of the Software including complying with any License terms, retaining copies of License agreements and other ownership documentation, monitoring License renewal and expiration dates, and renewing or terminating such Licenses. In the event Marco needs to access Client's software, Client grants Marco, at no charge, the right to access and use any Client-owned or developed software systems required by Marco to provide the Product specified in any Product Agreement.
- 10. Warranty.** Marco represents and warrants that it will provide the Services in a good and workmanship-like manner and that the Services will meet any applicable generally accepted industry standards. Client must provide a written notice to Marco within ten (10) days after the delivery of the Services ("**Warranty Period**") describing any breach of the foregoing warranty in sufficient detail to allow Marco to correct and redeliver

generally-applicable software and code (and related components), independently-developed software and code (and related components), and any Intellectual Property rights in any of the foregoing, whether possessed by Marco prior to, or acquired, developed, or refined by Marco during performance of this Agreement. Client acknowledges and agrees that Marco may provide consulting services to, or prepare materials for, third parties that may be the same or similar to the Products provided to Client under this Agreement.

- 12. Confidential Information.** During the term of this Agreement each Receiving Party shall use reasonable, industry standard physical, technical, and administrative controls to protect and maintain the confidentiality of and use the Disclosing Party's Confidential Information only for carrying out Receiving Party's rights and performing its obligations under this Agreement and the applicable Product Agreement(s). Receiving Party shall disclose Disclosing Party's Confidential Information only to Receiving Party's Representatives who need to know the information in order to carry out this Agreement and the applicable Product Agreement(s), and who are bound to enforceable confidentiality obligations consistent with this Agreement. Receiving Party shall cause its Representatives to be bound by and comply with this Section and Receiving Party shall be liable to the Disclosing Party for Receiving Party's Representatives' noncompliance. Each Party's confidentiality obligations shall survive this Agreement for so long as the Confidential Information disclosed under this Agreement remains confidential (other than due to a breach of this Agreement by Receiving Party).

If Receiving Party becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any of Disclosing Party's Confidential Information, then Receiving Party shall (if legally permitted) notify Disclosing Party of the requirement promptly in writing so that Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Disclosing Party waives in writing compliance with the terms hereof, then Receiving Party shall furnish only that portion of the information which Receiving Party is advised by written opinion of counsel is legally required and Receiving Party will exercise reasonable efforts to obtain confidential treatment of such information.

Client acknowledges that the Equipment it has received may be equipped with technology that may store personal data and Confidential Information and Client understands the privacy and information security risks associated with personal and Confidential Information that may be stored on the Equipment. Client acknowledges and agrees that Client is solely responsible for safeguarding any personal and Confidential Information and agrees to indemnify and hold Marco harmless from any loss, misappropriation, or breach of the personal and Confidential Information that may be stored on the Equipment.

Marco uses, processes, and stores private information according to its Privacy Policy located at <https://www.marconet.com/legal>.

- 13. Disclosure Notification.** If either Party becomes aware of an unauthorized disclosure of Confidential Information, they shall notify the other Party within three (3) business days. Both Parties acknowledge that a violation of their confidentiality obligations may cause severe and irreparable injury, which injury may not be adequately compensable by monetary damages. Accordingly, in the event of a violation (or threatened or attempted violation) of a Party's confidentiality obligations, either Party shall, in addition to any other legal and equitable rights and remedies, be entitled to seek immediate appropriate injunctive relief, or a decree of specific performance.
- 14. Communication and Notices.** Notices, requests and consents under this Agreement including requests for termination of Services under any Product Agreement shall be provided in writing to the Parties at the address(es) provided below, or to such other address(es) as is provided in writing and are effective upon personal delivery; or three (3) days' after posting by certified mail, return receipt requested; or the day after being sent by verified delivery overnight courier with trackable delivery (e.g., FedEx). In the case of Client, a

copy of notices requesting termination of Services shall be sent contemporaneously by email and U.S. Mail to the addresses below.

MARCO: Legal Counsel
Marco Technologies, LLC
4510 Heatherwood Road
St. Cloud, MN 56301

COPY TO: LEGALSERVICES@MARCONET.COM

- 15. Indemnification.** Subject to the limitations set forth herein, each Party shall defend, indemnify and hold harmless the other and its Representatives from and against third party (other than an indemnitee affiliate) demands, claims, actions, suits, or similar proceedings ("**Claim(s)**") for Losses, as defined below, to the extent caused by (a) the indemnifying Party's negligent, reckless, or willful acts or omissions; (b) real property damage or personal injury, including death; and (c) a breach of either parties representations and warranties, to the extent not limited by sole and exclusive remedy language in this Agreement.

Marco shall defend, indemnify, and hold harmless Client from and against any and all Losses awarded against Client in a final judgment or in a Marco-approved settlement, arising out of or resulting from any Claim by a third party against Client that any of the Services or Marco-owned deliverables or Client's receipt or use thereof knowingly infringes any Intellectual Property Right of a third party existing as of the date of delivery of the applicable Services or Marco-owned deliverables and arising under the laws of the United States ("**IP Claim**"), provided however, Marco shall have no obligations under this **Indemnification** Section with respect to any IP Claims or Losses to the extent arising out of: (i) modification of the Services or deliverables other than with Marco's express prior written authorization and in strict accordance with Marco's written directions and specifications; (ii) any Client Materials; (iii) Marco's compliance with any requested features, functionality, designs, plans, specifications, requirements, or instructions provided by or on behalf of Client, whether in a Product Agreement, in connection with preparation of a Product Agreement, or otherwise; (iv) combination, operation, or use of the Services or deliverables in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Marco or specified for Client's use in the Services; (v) use of the Services or deliverables by Client after Client was notified of the allegedly infringing activity or after being informed of modifications that would have avoided the alleged infringement; (vi) Services or deliverables not used in accordance with the terms and conditions of this Agreement and the applicable Product Agreement; (vii) any Resold Products or other third-party owned materials (including, without limitation, any "open source" materials), (viii) staff augmentation Services or other similar activities whereby Marco is providing support services and working at Client's direction, (ix) use of the Services or deliverables by any third-party or by or on behalf of Client that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to Marco's instructions; (x) negligence, abuse, misapplication, or misuse of the Services or deliverables by or on behalf of Client or a third party; or (xi) Losses for which Client is obligated to indemnify Marco pursuant to this **Indemnification** Section. For purposes of clarity, Client is solely responsible for ensuring that: (A) any features, functionality, designs and other specifications of any Products requested by Client does not infringe the rights of third parties; and (B) Client's compliance with all laws applicable to Client and Client's business (including, without limitation, Client's use of any deliverables). If one or more of the Services or deliverables are determined to, or are believed by Marco to, infringe the rights of a third party, Marco may, at its sole option, elect to: (I) modify or replace the Services or deliverable(s), in whole or part, to seek to make the Services and/or deliverables non-infringing, while providing materially equivalent features and functionality, and such modified or replacement deliverable shall constitute a Deliverable under this Agreement; (b) obtain the right for Client to continue to use the Deliverable(s) materially as contemplated by this Agreement or an applicable SOW; or (c) if none of the foregoing is, in Marco's discretion, commercially practicable, terminate this Agreement or the affected Product Agreement(s) in its entirety or

with respect to the affected part or feature of the Services or deliverable, effective immediately upon written notice to Client, in which event Client shall cease all use of such Services and deliverables immediately upon receipt of Marco's notice, and Marco shall promptly refund to Client the fees paid by Client for such deliverable(s), for any period after the date of such termination.

Client shall defend, indemnify and hold Marco and its Representatives harmless from and against all Claims and any Losses arising from or relating to: (a) Marco's use or reliance upon any Client Materials or any other plans, specifications, content and materials (including, without limitation, any software, hardware, data and networks) provided by or on behalf of Client in connection with the Products; (b) Client's violation of any law, rule or regulation applicable to Client; or (c) any dispute or other proceeding (including, without limitation, response to any third-party subpoena, but excluding any dispute between Client and Marco) in which Marco becomes involved (even if only as a non-party or third-party participant) as a result of the Products and/or Marco's performance of this Agreement, including reimbursement of Marco's time and expenses (including reasonable external and internal legal costs) incurred to respond to any request or participate in any proceedings. In (c) above, Client agrees to pay Marco the hourly rates of Marco professionals for time spent preparing for and participating in responding to and participating in subpoenas, depositions, other discovery, litigation, hearings and dispute resolution proceedings in whatever form they may take.

As soon as practicable, the Party requesting indemnification shall notify the indemnifying Party of its potential right to defense and indemnification in a writing detailing the basis for the request and the third-party Claim; provided that the failure to give notice within that time shall relieve the indemnifying Party of its obligations under this Section only to the extent that the indemnifying Party is actually prejudiced by such failure. If it accepts the defense, the indemnifying Party shall control the defense and resolution of the Claim, including the selection and retention of counsel. The Party requesting indemnification shall cooperate in the defense and resolution of any Claim at the expense of the indemnifying Party. Failure to provide such cooperation shall relieve the indemnifying Party of its obligations under this Section. The Party requesting indemnification may participate in and observe the defense and resolution of any Claim with its own counsel at its sole cost and expense. The indemnifying Party shall not settle the Claim in a manner that materially adversely affects the indemnified Party without its consent, which shall not be unreasonably withheld.

THIS INDEMNIFICATION SECTION STATES THE ENTIRE LIABILITY OF MARCO, AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

- 16. Limitation of Liability.** IN NO EVENT SHALL MARCO OR ITS REPRESENTATIVES BE LIABLE TO CLIENT, ITS REPRESENTATIVES OR ANY THIRD PARTY FOR CLAIMS OR LOSSES RESULTING FROM, ARISING FROM, OR RELATING TO: (A) CLIENT'S OR ITS REPRESENTATIVES' VIOLATION OF THIS AGREEMENT OR ANY PRODUCT AGREEMENT, DELAY OR FAILURE TO PERFORM ANY OBLIGATIONS THEREUNDER, ACTIONS OR DIRECTIONS WHICH AFFECT MARCO'S ABILITY TO PROVIDE, OR ABILITY TO USE THE PRODUCTS, (B), ANY SUSPENSION, DOWNTIME, SERVICE LIMITATIONS, REMEDIATION, OR DEFECTS; (C) ANY LOSS OF PRODUCTION, USE, DATA, BUSINESS, REVENUE, SAVINGS, GOODWILL, SOFTWARE, HARDWARE, OR PROFIT; (D) ANY GOOD FAITH ACTION OF MARCO IN PERFORMING THIS AGREEMENT (FOR EXAMPLE, TAKING STEPS TO PROTECT A CLIENT NETWORK IN THE PERFORMANCE OF MANAGED SECURITY SERVICES); (E) MARCO'S AND ITS REPRESENTATIVES' COMPLIANCE WITH ANY DIRECTION OR INSTRUCTION OF CLIENT OR ITS REPRESENTATIVES, OR (f) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORIES WHATSOEVER, AND REGARDLESS OF HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES WERE FORESEEABLE.

IN NO EVENT SHALL MARCO AND ITS REPRESENTATIVES' COLLECTIVE AGGREGATE LIABILITY FOR ANY CLAIMS OR LOSSES (AS DEFINED ABOVE AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY) EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO MARCO IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE LAST EVENT UNDER THE PRODUCT AGREEMENT WHICH GAVE RISE TO THE CLAIM(S).

EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CLIENT FOR THE SERVICES WOULD HAVE BEEN HIGHER.

17. Term and Termination.

17.1 This Agreement. This Relationship Agreement shall commence on the Effective Date and remain in effect until terminated by either party as provided in this **Term and Termination** Section.

17.2 Product Agreement. The term of each Product Agreement shall be as specified in that Product Agreement.

17.3 Termination for Convenience. Either Party may terminate this Relationship Agreement for convenience at any time upon written notice to the other Party. If there are any active Product Agreements, termination shall be effective upon the expiration or termination of the last Product Agreement. If there are no active Product Agreements, termination shall be effective upon receipt of the written notice.

17.4 Termination for Breach. Either Party may terminate this Agreement or any individual Product Agreement in accordance with the following:

i. **Cure.** If the other Party breaches any material provision of this Agreement or any Product Agreement and fails to cure such breach within thirty (30) days of receipt of notice of such breach from the non-breaching Party ("**Cure Period**"). The notice from the non-breaching Party shall specify the basis on which the Agreement or Product Agreement is being terminated, including a description of the breach and how the breach can be cured within the Cure Period. If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the thirty-first (31st) day following receipt of such notice by the breaching Party.

ii. **No Opportunity to Cure.** If: (a) the other Party breaches any representation or warranty in this Agreement; (b) any representation or warranty is inaccurate, incomplete, false or misleading in any material aspect; or (c) the breach is of a type or nature that is not capable of being cured within such time period (such as, by way of example and not limitation, an obligation relating to Confidential Information), the non-breaching party may immediately terminate this Agreement any affected Product Agreement. The notice from the non-breaching Party shall specify the basis on which the Agreement or Product Agreement is being terminated, including a description of any breach. Termination shall be effective immediately upon receipt of such notice by the breaching Party.

17.5 Termination for Financial Insecurity. Either Party may terminate this Agreement and all Product Agreements upon written notice if the other Party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization.

Termination shall be effective upon receipt of the written notice.

- 17.6 Suspension of Products or Credit.** Marco may suspend, terminate, repossess or otherwise deny Client and any of its Representatives access to or use of the Products (collectively, “**Suspension**”) and suspend or terminate Client’s credit (“**Credit Hold**”) without liability if: a) it is required by law to do so; b) if Client materially breaches this Agreement or any Product Agreement or (c) Client fails to make any payment when due. Upon Suspension, Client shall immediately cease, and cause its Representatives to cease, access and use of the Products, until further notice from Marco. Any Suspension or Credit Hold shall not terminate this Agreement or any Product Agreement, nor relieve Client from its payment obligations, which shall continue during any Suspension or Credit Hold, provided that nothing in this paragraph will limit either party’s termination rights under any other provision of this Agreement.
- 17.7 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement or a Product Agreement, except as expressly identified under this **Effect of Termination or Expiration** Section: (i) Client shall no longer have access rights, privileges, and authorizations to the Services; (ii) at its sole expense, Client shall: (A) cease using Marco Property, the Services, Software, and any Incidentals (not owned by Client); (B) uninstall and return the Software; (C) return the Marco Property; and (D) take all necessary measures to ensure that it will have access to its data independent from Marco; (iii) following the Disclosing Party’s request, the Receiving Party shall return or destroy (and certify the return or destruction of) the Disclosing Party’s Confidential Information and all copies or embodiments thereof, as directed by the Disclosing Party, and (iv) Client shall immediately pay all amounts due to Marco. Notwithstanding the foregoing sentence, Marco may retain (but not use) copies of Client’s Confidential Information that may be embedded in back-up or archival systems or storage media, to the extent that such copies are not readily divisible from other data, provided that such copies are maintained as Confidential Information in accordance with this Agreement. In addition, Marco may retain computer records or files containing Confidential Information that have been created solely by its automatic archiving and back-up procedures or as allowed or required by Applicable Law, but not for any other use or purpose. Marco shall retain such records confidentially and securely in accordance with the terms of this Agreement and Marco’s established data governance policies. Any off-boarding, data extraction, and/or migration services Marco provides, including those that are the subject of a separate Product Agreement, shall be subject to and governed by the terms of this Agreement. Client shall pay the manufacturer’s suggested retail price for any Marco Property which Client fails to return within thirty (30) days of termination or expiration of the applicable Product Agreement.
- 18. Changes to Products.** Marco reserves the right in its sole discretion to make changes to the Products and Marco Property to maintain or enhance the quality, delivery, efficiency, effectiveness or performance thereof to its clients, provided such changes do not materially reduce the functionality of such Products and Marco Property. Either Party may request changes to its rights or obligations under a Product Agreement by providing the other a writing detailing the requested change through the project manager identified in the affected Product Agreement. The Party receiving the request shall respond in a writing either detailing the terms and conditions which apply to the requested change or denying the request.
- 19. Dispute Resolution, Venue, and Governing Law.** If a dispute arises out of or relates to this Agreement or any Product Agreement, the Parties agree to engage management in direct discussions in good faith to attempt to resolve the dispute. If a resolution cannot be reached through such discussions, the Parties agree to engage in nonbinding mediation to attempt to resolve the dispute. If mediation fails, the dispute will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Stearns County, Minnesota. The arbitrator’s decision will be final and binding. Without limiting the foregoing, the Parties

agree that no arbitrator has the authority to award relief in excess of what this Agreement or the applicable Product Agreement provides. All claims shall be arbitrated individually. Client shall not bring or join any class action of any kind in court or in arbitration. Nothing in this Section shall prohibit either party from seeking injunctive relief from any authority authorized by law to grant it. This Section does not prohibit Marco from enforcing any claim for payment in any court or other forum. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL ARISING OUT OF THIS AGREEMENT OR ANY PRODUCT AGREEMENT. This Agreement and all Product Agreements shall be governed by the laws of Minnesota without regard to choice or conflicts of law principles.

- 20. Assignment, Successors, Beneficiaries.** Client may not transfer, sell, or assign, this Agreement, any Product Agreement, or any right or obligation arising thereunder, in whole or in part, without the written consent of Marco, including, without limitation, by operation of law, upon plan of merger, or upon Client being acquired or selling substantially all of its assets. Marco may not transfer or assign this Agreement, any Product Agreement in whole or in part, without providing notice to Client. Should Marco assign or transfer the Agreement without providing notice, such action will be a basis for termination of the Agreement by Client. The Parties agree that there shall be no third-party beneficiaries to this Agreement or any Product Agreement. Subject to the foregoing, this Agreement and any Product Agreement(s) shall be binding on and inure to the benefit of the Parties successors and permitted assigns.
- 21. Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement or any Product Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Unless expressly provided herein or in a Product Agreement, neither Party shall have the authority to act on behalf of or to bind the other.
- 22. Export Compliance.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury.
- 23. Insurance.** Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability, cyber liability insurance, and other types of insurance and amounts of coverage each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located, and, except as set forth in this Agreement or any Product Agreement, each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.
- 24. Subcontractors.** Marco may engage subcontractors to perform services under any Product Agreement. Except as provided herein, Marco shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
- 25. Employee Assignments.** Marco may assign or reassign employees in its sole discretion to perform the Services for Client.
- 26. Publicity.** Marco may publicize its business relationship with the Client and the nature of the Services performed for Client, in its discretion.

- 27. Non solicitation.** Each Party agrees not to, during the term of this Agreement and for a period of one (1) year thereafter, directly or indirectly solicit, hire, or otherwise engage with in any like activity in any manner whatsoever, any of the other Party's employees that (i) worked directly or indirectly in connection with this Agreement or any Product Agreement during the term of this Agreement or any Product Agreement, or (ii) about which the Party obtained personnel information or other non-public information in connection with this Agreement or any Product Agreement during the term of this Agreement or any Product Agreement. For each breach of the forgoing restrictions, the breaching Party will pay the other Party as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the then-current on-target annual compensation of such employee. It shall not be a violation of this section if a Party's employee responds, without solicitation by the other Party, to a job posting in the general circulation and not targeted toward any particular person.
- 28. Force Majeure.** Neither Party shall be liable for or be in breach of this Agreement or any Product Agreement, for failure or delay in performance to the extent caused by circumstances beyond the Party's reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, war, terrorism, strikes or other labor or industrial disturbances, war, epidemic, pandemic, cyberattacks that could not have been reasonably prevented, internet or other system or network outages that could not have been reasonably prevented, governmental action, or interruption of, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, Internet or other services ("**Force Majeure Event(s)**"). At its option, Client may terminate any Product Agreement where the Services thereunder are delayed more than sixty (60) days by a Force Majeure Event(s); provided, however, that Client is not excused from paying Marco for all amounts owed for Services rendered and Products provided prior to the termination of the Product Agreement. A Force Majeure Event may not extend any payment obligation of Client by more than fifteen (15) days.
- 29. Severability.** If any provision of the Agreement or any Product Agreement is held invalid by any law, order or regulation of any government or other authority, or by the final determination of any court, such invalidity will not affect the enforceability of any other provisions not held to be invalid. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- 30. Remedies.** Unless and to the extent provided otherwise and subject to the limitations of liability herein, all remedies set forth in this Agreement will be cumulative, in addition to, and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.
- 31. Headings, Survival, and No Waiver.** Headings are for convenience only and are not part of this Agreement. Any term in this Agreement or any Product Agreement by its nature designed to survive completion, expiration, or termination of the Agreement or Product Agreement shall so survive. The failure of either Party at any time to require performance by the other of any provisions of this Agreement or a Product Agreement will in no way affect a Party's right to require performance of that provision nor be construed as a waiver of any Party right under this Agreement or the Product Agreement.
- 32. Counterparts and Electronic Signatures.** This Agreement and any Product Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will

constitute one and the same instrument. The execution and delivery of counterparts may be accomplished by email or facsimile signatures. The Parties agree that the electronic signature of a party to this Agreement, including exchange of counterparts by portable document format (pdf), shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

33. Entire Agreement and Amendment. This Agreement (including its Exhibits) and the applicable Product Agreement(s) constitute the entire understanding between the Parties relating to the subject matter thereof and supersede and replace any and all prior discussions, agreements, understandings, promises, and representations whatsoever, whether oral or written, express or implied, between the Parties. Purchase or work orders or other similar writings (regardless of their date) of Client or a third party on Client's behalf shall not change or supplement this Agreement or any Product Agreement and shall not be binding on Marco or its Representatives whatsoever. Except as expressly stated herein, no modification of or amendment to this Agreement or any Product Agreement will be effective unless in writing and signed by a duly authorized representative of both Parties.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed and delivered by its duly authorized officer or representative on the date set forth below.

Marco Technologies, LLC

Redwood County

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Version: March 11, 2022

**EXHIBIT A:
TERMS SPECIFIC TO RESOLD PRODUCT SALES ONLY**

This Exhibit A: Terms Specific to Resold Product Sales Only applies to any order for software, hardware, or (“**Resold Products**”) made by Client, pursuant to a quotation issued by Marco (“**Quotation**”). As used in this Exhibit A, the term “**Services Sold by Part Number**” refers to services, which although ordered from Marco, are procured from, and supplied by, a third party (i.e., Marco does not directly perform or control the work) and are therefore considered Resold Product. Any such orders shall be subject to the terms and conditions of this Exhibit A.

1. Product Returns and Warranty Assistance.

- (a) Client acknowledges that Marco is reselling all Resold Products purchased by Client and that Resold Products are manufactured and/or delivered by a third party. Client shall not resell the Resold Products.
- (b) To the extent available, Marco shall, to the extent assignable, pass through to Client the manufacturer’s warranties for each Resold Product and agrees to use reasonable efforts to facilitate the manufacturer’s return policies. In no event will Marco provide return or warranty coverage for Resold Products beyond that provided by the manufacturer. Resold Products that are accepted for return are subject to the manufacturer’s applicable restocking fee(s).
- (c) Client acknowledges that the terms and conditions (including, without limitation, any License) governing the use of Resold Products shall be solely between Client and the manufacturer of such Products.

2. Product Use and Product Warranty Disclaimer. Client will not use the Resold Products for use in life support, life sustaining, nuclear or other applications in which failure of such Resold Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that Marco is not liable for any claim or damage arising from such use.

MARCO MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE RESOLD PRODUCTS. MARCO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE RESOLD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PERFORMANCE, FREEDOM FROM DEFECTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

3. Shipment and Risk of Loss for Product Sales. All shipments of Resold Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client’s identified point of delivery will be the responsibility of Client and Client agrees to pay the same upon invoice. Risk of loss will pass to Client upon delivery of the Resold Products to the common carrier (regardless of who pays such common carrier).

4. Permitting Compliance for Resold Products. Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

5. Price and Payment. The Price set forth in any SOP is exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client’s obligation. Prices quoted are firm for fifteen (15) days unless otherwise specified in the Quotation. Payment is due thirty (30) days from the date of the invoice, which will be sent upon shipment of the Resold Product. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to Marco until Marco receives complete payment from such third party.

6. **Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product, or related software or technology, to: (a) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List promulgated by the United States federal government, a downloadable file of which is accessible as of the Effective Date at http://export.gov/ecr/eg_main_023148.asp (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by all applicable laws and regulations. Client certifies, represents and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Resold Products by Marco, Client acknowledges that it is not relying on Marco for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, Marco from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.

7. **Cancelation.** The purchase of Resold Products may be canceled by Client only upon written approval of Marco and upon terms that indemnify Marco against all losses related to such cancelation.

8. **Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM MARCO FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL MARCO'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE RESOLD PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. MARCO WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE RESOLD PRODUCT, OR IN ANY WAY CONNECTED TO THIS EXHIBIT A, EVEN IF MARCO HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.**

APPROVED AS TO FORM
Redwood County Attorney's Office

By: 

Title: Assistant Redwood County Attorney

Date: 11.08.2024

APPROVED AS TO FORM
Redwood County Attorney

By: 

Date: 01.10.2024



July 24, 2024

PROPOSAL FOR

REDWOOD COUNTY

PAUL PARSONS

Prepared By:

Erin VanderVeen

Technology Advisor

320-241-3505

erin.nelson@marconet.com

Quote Number: 184812



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - MTA -- REDWOOD COUNTY

Prepared by:

Marco - Sioux Falls

Erin VanderVeen
320-241-3505
erin.nelson@marconet.com

Prepared for:

REDWOOD COUNTY

PO BOX 130
REDWOOD FALLS, MN 56283
PAUL PARSONS
507.637.1134
paul_p@co.redwood.mn.us

Ship To:

REDWOOD COUNTY

403 S MILL ST
REDWOOD FALLS, MN 56283-1672
PAUL PARSONS
507.637.1134
paul_p@co.redwood.mn.us

Quote Information:

Quote #: 184812

Version: 1
Date Issued: 07/24/2024
Expiration Date: 08/22/2024
Special Pricing Program:
[PLEASE SELECT]

Technology Assessment

Description	One-Time	Qty	Ext. One-Time
Technology and Cyber Security Assessments Product Agreement applies - www.marconet.com/legal			
Technology Assessment	\$3,500.00	1	\$3,500.00

The Marco Technology Assessment is an engagement to provide better visibility into REDWOOD COUNTY's IT environment. Deliverables' will include a remote presentation of findings, a technology roadmap and reports containing supporting documentation from the various remote data collection methods. As part of this assessment, Marco will review the overall health in the following areas:

- Server Infrastructure
- Network Infrastructure
- Wireless Infrastructure
- Power and Environment
- Security
- Firewall(s)
- Email Systems
- Internet
- File Systems
- Applications
- Workstations
- Backup and Disaster Recovery
- Active Directory

Required Information:

The information below will be required, Marco can not perform an assessment without this information. This information will be gathered by the Project Coordination team upon agreement to move forward.

1. Domain Admin Credentials
2. Remote Access to a Domain Controller
3. Management IP addresses with a minimum of read-only admin credentials for your primary systems
 - a. Server (iLO, iDRAC, IMM, xClarity, etc)
 - b. Storage arrays (NAS and/or SAN devices)



- c. Virtualization platform (vCenter, ESXi, Hyper-V, etc..)
- d. Firewall(s)
- e. Switches (include IP addresses, if possible)
- f. Wireless Controller
- g. Backup Solution
- 4. Internal IP Address Ranges and/or VLANs and purpose
- 5. Public IP Addresses
- 6. Public Domain Names
- 7. SNMP Community Strings
- 8. Cloud-Based-Solution Dashboard Credentials with a minimum of read-only admin credentials
 - a. Email provider (Office 365, Google Suite, etc..)
 - b. Meraki
 - c. Aruba Central
 - d. Barracuda
 - e. Email Security Solution
 - f. Endpoint protection solution
 - g. Any other cloud dashboards (Azure, AWS, Google Workspace, etc)
- 9. Network Diagrams (if available)
- 10. Provide the name, email, and phone number of the point of contact if issues are encountered during the assessment.
- 11. Timely Responses to Requests from the Project Team
 - o Note: Delays in Responses May Impact the Project Go-Live Date

Remote Access Requirements:

Marco can not perform an assessment without access to REDWOOD COUNTY's IT environment. Marco will need to install remote access tools on a segment of the network that has access to all other network segments. Ideally, a provided (dedicated) virtual machine (VM) or spare machine that does not provide critical business functions to limit disruptions that has Microsoft Excel installed.

Subtotal: \$3,500.00

Discounts

Description	One-Time	Qty	Ext. One-Time
One-Time Product Discount	(\$3,500.00)	1	(\$3,500.00)
Managed IT Matchup - Free MTA Promo			

Subtotal: (\$3,500.00)



Quote Summary - One-Time Expenses

Description	Amount	
Technology Assessment	\$3,500.00	
Discounts	(\$3,500.00)	
Total:		\$0.00

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			



Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) (“Terms and Conditions”) which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products. If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment.

Marco Technologies, LLC

REDWOOD COUNTY

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Prepared for: PAUL PARSONS _____
 Signature: _____
 Signed by: _____
 Title: _____
 Date: _____
 PO Number: _____
 Email Address: _____



REQUEST FOR BOARD ACTION

Requested Board Date:	12-03-2024	Originating Dept.:	Technology
Preferred 2nd Date:			
Discussion Item:		Presenter:	Paul Parsons
	FR Secure Assessment	estimated time needed:	5 Minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Redwood County Board of Commissioners, please review and provide direction to approve the Risk Assessment and Road Map by FRSecure. \$16,500.00

Background Information:

This assessment will provide us with security information on how our networks are in health, security, vulnerabilities, and road map for our future. This is one of many scans our that will be performed on our network. This will also prepare us for the S2ORG score that will tie into MNCITLA (MN County IT Leadership Association) partnership with S2ORG. S2ORG is a partner company with FRSecure.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 08-14-2024

Date Requestor Requires Review Completion: 11-25-2024

Administrators Comments:

Reviewed by Administrator: Yes No

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



FRSECURE®

A Proposal For
Security Partnership

Prepared For
Redwood County, MN

Purchased through the MNCCC Master's Services
Agreement

Prepared for:

Paul Parsons
Technology Director
Redwood County, MN

Prepared By:

Jake Olson
jolson@frsecure.com

Date: 06 / 14 / 2024



06 / 14 / 2024

Paul Parsons, Technology Director

Redwood County, MN
403 S. Mill Street, Redwood Falls MN 56283

Thank you for your time and consideration of this proposal.

At FRSecure, we are called to a mission of fixing the broken security industry. Our focus resides in helping our peers and clients master the fundamentals of information security through establishing a common language, providing low or no cost training and resources and by building the very best security professionals in the industry. Our objectivity in guiding you rests in our product agnostic stance and the core values shared by each and every member of our team.

Whether or not we formally engage, please count on us to be a resource and help us keep you informed as we make our training and expertise available to the community. Our passion for information security as our sole focus is the driving force to our current and future success.

We hope our proposal today adds to our already positive relationship, where our mission is put to work meeting your information security objectives.

Respectfully yours,

Evan Francen
FRSecure Founder

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FRSECURE[®] Security Experts on a Mission

The information security industry is broken. We are on a mission to fix it. By staying true to our mission, our commitment to product agnostic services and living our core values, we've developed a community of like-minded individuals, clients and partners. All we do is information security.

15,000+
CISSP STUDENTS

3
REGIONAL OFFICES

95+
EMPLOYEES

100%
SOC2 AUDIT SUCCESS

4,000+
CLIENTS

2
PODCASTS

Consulting & Compliance Services

- Security Risk Assessment
- Virtual CISO
- Remediation Planning & Support
- PCI DSS Readiness
- HIPAA Compliance
- SOC 2 Readiness
- NIST & CMMC Compliance
- ISO Audit Readiness

Technical Services

- Network Penetration Testing
- Web Application Penetration Testing
- Wireless Network Penetration Testing
- Physical Penetration Testing
- Vulnerability Testing
- Social Engineering
- Digital Forensics
- Incident Response

Additional Information Available On FRSecure.Com

- Team Certifications
- Team Profiles
- Industry Expertise
- Free Tools
- Blogs & Security Advice
- CISSP Mentor Program Details

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Statement Of Work

The information contained within this document is a proposal and formal statement of work, if accepted by Redwood County, MN by execution of this document.

Engagement Overview

Proposed Solution	Purpose and Objective	Approximate Duration Start of project to report delivery
Information Security Risk Assessment <ul style="list-style-type: none"><input type="checkbox"/> Administrative Controls<input type="checkbox"/> Physical Controls<input type="checkbox"/> Technical Controls<input type="checkbox"/> Internal and External Vulnerability Scan<input type="checkbox"/> S2Score & Reporting	A comprehensive assessment of the organization's information security posture	L2: 2-3 weeks
Roadmap	Determine the Who, What and When for addressing identified risks.	1-2 weeks

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Information Security Risk Assessment

FRSecure's information security risk assessment is meant to find the measurable baseline for your security posture and prioritize remediation efforts for the most impactful items. A security assessment is always the first step to building a functioning, measurable security strategy.



	Last Updated
Executive Summary Report A high level report for executive leadership that lays out where the organization's information security program excels and where it is deficient.	Apr 7, 2020 ↓
Management Summary Report This report provides a more in-depth look into each phases of the assessment, highlighting strengths and weaknesses that affect the overall S2SCORE.	Apr 7, 2020 ↓
Full Report Written with information security professionals in mind, this report breaks down the details of the organization's assessment including tools, logic, and findings.	Apr 7, 2020 ↓
Action Plan This report includes recommendations that can be used as a guide to develop detailed action plans that address the identified risks.	Apr 7, 2020 ↓



Detailed information available in the Approach and Process section at the end of the proposal.

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Security Program Roadmap

Engagement Summary

The primary purpose of the Security Program Roadmap is to empower you to be able to choose which tasks you want to take on and which tasks you want to assign to external resources, and provide a strategic Roadmap for completion of all tasks. All actions are measurable and easily communicated.



Improvement comes through putting the recommendations from the assessment into practice by:

1. Making risk-based decisions about what to do with each recommendation.
2. Assigning responsibility for actions that must be taken.
3. Determining the priority for such actions and assigning deadlines/timelines.

Activities for the Roadmap are driven from the S2Org® assessment.

The FRSecure Analyst creates the initial roadmap (or plan) for your information security program over the next 12-18 months

The Security Program Roadmap tackles the planning of “what”, “who”, and “when” for information security improvement:

- **What** are we going to do with each of the findings and recommendations from the S2Org®? There are four viable options for decision-making:
 - **Accept** – the risk “as-is” and take no corrective actions but continue to monitor the risk
 - **Mitigate** – the risk and do what the recommendation says (or similar)
 - **Transfer** – the risk and/or defer it for insurance (or similar)
 - **Avoid** – the risk and stop doing the actions that led to the risk in the first place
- **Who** is going to do the actions and carry out the decisions that were made?
 - The fact that information security is not strictly an IT issue requires others within and outside of the organization to play a role. We take this into consideration when we're designing the roadmap.
- **When** will the actions need to be taken to achieve your goals? It's best to assign the tasks and/or projects to a timeline based on quarters to accommodate day-to-day operational challenges along the way.

The information from S2Org® and the Roadmap can be easily communicated to stakeholders (Board of Directors, executive management, examiners/regulators, customers, etc.) includes:

- What our current S2Score® is.
- What our S2Score® goal is.
- What tasks and/or projects are necessary to meet objectives.

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IR Risk Registration Service

Completion of the FRSecure IR Risk Registration process is a first step in onboarding FRSecure as your trusted incident response partner. A quick 1-hour phone call enables FRSecure to provide targeted zero-day threat alerts as well as saves valuable triage time should an incident arise. During this call, we will discuss tools and technologies (email service, anti-virus, etc.) in place within the organization, as well as any pertinent incident response documentation (IR Plan, playbooks, etc). You will be speaking with an experienced IR professional working active cases on a weekly basis and will therefore have the opportunity to ask any questions you may have about incident response.

All of this is done to save valuable triage time and cost, as well as provides an assurance to your insurance provider that FRSecure's team of information security experts can respond without delay.

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Engagement Scope Details

Engagement	Scope	Kickoff Date based on SOW signature
Security Risk Assessment and Roadmap - L2 - Number of users - Number of physical locations - Number of internal IP addresses Laptops/Workstations/Servers/Network Devices - Number of external IP addresses	- Up to 150 - 1 Redwood Falls MN Remote Assessment - Up to 250 No Agent Scanning Licenses - Up to 25 addresses	2-3 months

Engagement Planning

The success of this engagement will be assured by your Key Account Manager in partnership with our Information Security Experts and Project Management Team.

We encourage you to include the entire team in relevant communications, but please consider your Key Account Manager as your go-to for anything you need.

Every engagement begins with formal initiation procedures.

1. Introductions to respective teams and their roles in the engagement
2. Establishment of communication preferences
3. Confirmation of scope and service levels expectation
4. Confirmation of timing and constraints
5. Engagement completion expectations and due date for deliverables

Support Team

Name	Title	Contact
Jake Olson	Account Executive	jolson@frsecure.com
Darin Meyer	Manager of Client Success	dmeyer@frsecure.com
Chad Spoden	Sr. Security Consultant & Solution Architect	cspoden@frsecure.com
Executive Leadership Team		
Oscar Minks	President	ominks@frsecure.com
Vanae Pearson	Chief Financial Officer	vpearson@frsecure.com
Drew Boeke	Chief Revenue Officer	dboeke@frsecure.com
Incident Response Team	In case of Information Security Incident	csirt@frsecure.com

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Engagement Investment

Risk Assessment Program	Year 1	Year 2	Year 3	Year 4	Year 5
Risk Assessment - L2	✓		✓		✓
Roadmap	✓		✓		✓
Incident Response Triage Call Access with IR Team	✓	✓	✓	✓	✓

Name	Price	QTY	Terms	Subtotal
Risk Assessment Program				
<input checked="" type="checkbox"/> Risk Assessment (L2) & Roadmap 2024 Only	\$16,500	1		\$16,500
<input type="checkbox"/> Risk Assessment (L2) & Roadmap - 2 Year 2024 & 2026				
<input type="checkbox"/> Risk Assessment (L2) & Roadmap - 3 Year 2024, 2026, 2028	\$13,000	3		\$39,000
IR Services				
<input checked="" type="checkbox"/> IR Registration Service - A \$1,000 value	\$0	1		\$0

Total (USD) \$16,500
See Invoicing Details section below

This Proposal Expires In 60 Days

Termination: There is a minimum requirement of a 12-month commitment. If Client cancels this Statement of Work for any reason in months 1-12, then Client agrees to pay the cost of a one-year commitment. If Client cancels this Statement of Work in any month following the 12th month, then Client agrees to pay 20% of a one-year fee as a termination fee.

Client Acceptance

Redwood County, MN Signature of Authorized Agent

Date:

Upon completion, information regarding payment details will be sent to you. Your finance department will need this.

Your billing email address

Contact Information

FRSecure LLC
Attn: Vanae Pearson
6550 York Ave S #500
Edina, MN 55435
Phone 612-230-0427
Email: vpearson@frsecure.com

MNCCC Approval

APPROVED AS TO FORM
Redwood County Attorney's Office

By:

Title: Assistant Redwood County Attorney

Date: 11.25.2024

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Assumptions

FRSecure will provide all of the materials required for the completion of this engagement. FRSecure will rely upon experience, testing, observation, and interviews with Redwood County, MN employees to assess the completeness and effectiveness of Redwood County, MN's information security program. FRSecure will follow all guidance provided by the previously referenced standards for the completion of the work.

The FRSecure information security analyst will review a variety of information including, but not necessarily limited to prior working papers, reviews and current Redwood County, MN diagrams, policies, processes, and procedures.

Assessments that have been conducted follow the standards as noted in the National Institute of Standards in Technology Cybersecurity Framework (NIST CSF), ISO/IEC 27002:2013 international standard, Center for Internet Security (CIS) Controls, & NIST Special Publication 800-53 (NIST SP 800-53).

Change Management Process

Changes can be made to the scope of this engagement and Statement of Work. Any changes requested by either party must be in writing and signed by both parties indicating acceptance.

Invoicing Details

- For multi-year or multi-project agreements, a down payment invoice of 50% will be sent approximately 30 days prior to the start of each deliverable. The balance is due upon completion of each deliverable to Redwood County, MN.
- Redwood County, MN may cancel this engagement at any time pursuant to Section 2.D of the Master Services Agreement between Redwood County, MN and FRSecure. Cancellation or rescheduling of an engagement by Redwood County, MN may result in additional fees.
- Meetings cancelled by Redwood County, MN less than three (3) business days prior to a FRSecure resource commitment of four (4) or more hours will result in a reschedule fee \$750 for time and expenses lost as a result of cancellation.

Note: Prices shown do not include sales tax, if applicable.

Please note, failure by Redwood County, MN to respond to repeated attempts at communications by FRSecure within 90 days of initial communication of project initiation will result in project engagement closeout and Redwood County, MN will be invoiced for full remaining balance due as described in this statement of work.

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Practice Lead



Megan Larkins

Director Of Consulting Services

Certifications

- CISSP - Certified Information Systems Security Professional
- PCIP - Payment Card Industry Professional
- CompTIA Network+

With 15+ years in technology and information security, Megan quickly established herself as a key contributor to the FRSecure team. Megan discovered her passion for technology and leadership in college, increasing her knowledge and influence at each organization she worked at.

Customers working with Megan will feel supported by her calm mentoring style. Her organizational skills and focus on detail help keep IT teams on track, reducing the greatest risks to the organization. As a creative problem solver, she brings a unique approach to addressing roadblocks standing in the way of a more mature and prepared team, ready to handle security challenges that come their way.

Megan is passionate about helping everyone understand what they can do to prevent and prepare for any crisis they may encounter. She believes that the strongest organizations are those that adopt a culture of cybersecurity and resiliency- understanding that good security practices save time and resources when strategically executed.



Eric Hanson

Director Of Technical Services

Certifications

- GXPN - GIAC Exploit Researcher and Advanced Penetration Tester
- GCPN - GIAC Cloud Penetration Testing
- OSCP - Offensive Security Certified Professional

Eric Hanson is an integral part of the FRSecure team, managing offensive service offerings and operations. With over twenty years of experience spread across application & web development, system administration, and penetration testing, Eric is uniquely qualified for his role as Offensive Services Manager.

To Eric, FRSecure's mission to fix a broken industry means constantly maintaining a focus on improving security:

“With the increase in industry service offerings and compliance requirements, it's easy to lose focus on security and just make sure the box gets checked. Always ask how a project improves security. If it serves no purpose other than to satisfy a requirement, then the project is a poor fit.”

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Value Proposition

Based on the conversations between FRSecure and Redwood County, MN to date, we believe we are an excellent fit for your engagement.

Here are some additional reasons we believe you should select FRSecure:

- **FRSecure’s Methodology** – FRSecure has developed a proprietary approach to assessing information security risks. It’s more than a checklist of questions and recorded answers. Our approach gives you a full picture of your risks - prioritized and rated - with recommended solutions, so you know which security investments will have the greatest impact.
- **FRSecure’s Project Leader** – All of our project leaders have more than 15 years of information security experience as a leader in, and consultant for hundreds of companies ranging from the Fortune 100 to SMBs. BIO’s for our project leaders are available upon request.
- **Full Transparency** – FRSecure strongly believes in empowering our customers. The more knowledge transfer that occurs during our engagement, the more value our customers recognize. FRSecure fully discloses the methods, tools, and configurations used to perform analysis work for our customers in the hope that they can easily adopt our processes for their future benefit.
- **Product Agnostic** – FRSecure does not represent any third-party products or services; on purpose. Our projects and recommendations stand on their own, with no ulterior motive to sell you things you don’t really need.

FRSecure Information Security Principles

Our Information Security Principles are fundamental to our everyday work and help us to stay focused on our mission to “Fix the Broken Industry”. All our Principles are able to stand by themselves, but they are also solidly interrelated.

1. **A business is in business to make money**
Information security must align with business objectives.
2. **Information Security is a business issue**
Information security is NOT an IT issue.
3. **Information Security is fun**
That’s right, we said “FUN”!
4. **People are the biggest risk**
Not technology.
5. **“Compliant” and “secure” are different**
We shouldn’t confuse the two.
6. **There is no common sense in Information Security**
If there were, we would have better information security.
7. **“Secure” is relative**
One of many reasons for ongoing measurements and comparisons.
8. **Information Security should drive business**
Identify and focus on information security benefits. Information security shouldn’t just be a cost-center.
9. **Information Security is not one size fits all**
No two businesses are exactly alike.
10. **There is no “easy button”**
So stop looking for one.

Client references available upon request

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Information Security Risk Assessment With S2Org® And S2Score®

The S2Score®, available through the SecurityStudio® software platform is the most objective and comprehensive measurement of information security risk available in the market. It was designed by engineers at FRSecure, who average more than 15 years of information security experience, with these specific objectives in mind:

- Serve as the **foundational** risk score and measurement.
- **Based on risk.** The most effective way to manage information security is based on risk, not on specific controls that may or may not fit for your organization.
- **Easy to understand.** *Easy to understand* and *effective* are not mutually exclusive. In fact, they usually go hand in hand. The most effective information security programs are typically simple and effective. Complexity is often the enemy to good security.
- **Comprehensive.** Information security is not an IT issue; it is a business issue.
- **Objective.** Scoring is as objective as is possible given what we know about threats, vulnerabilities, exploits and risk in general. Each assessed control is given a risk metric based on professional opinions, best practices, and real-life data.
- **Clear and free from technical jargon.** Terms like “NextGen”, “Internet of Things” (IoT), “Advanced Persistent Threats” (APT), etc. are all avoided as much as possible.
- **Industry accepted and credible.** The assessment leverages and references current security frameworks and standards such as ISO/IEC 27001:2013 and the NIST Cybersecurity Framework (CSF). This is very good news for organizations that have built their information security programs per one or more of these frameworks and helps to lend to the credibility of the assessment.
- **One-stop.** The type of assessment that can be used to measure the effectiveness of the security program, provide high-quality next steps (or recommendations), demonstrate regulatory compliance (HIPAA, GLBA, and others), and allow for effective cyber insurance underwriting*

*NOTE: The S2Score® is **approved for cyber insurance underwriting** submission through Node International and Lloyd’s of London. Check with your governing authority to ensure an "update" assessment is compliant before conducting this type of assessment.

* Updates must be performed within 12 months upon receipt of deliverables from the previous S2Org

* Major infrastructure changes, mergers/acquisitions or other fundamental changes to the environment will require a re-scoping of the project.

The S2Org® Assessment is built to be the definitive and best information security risk assessment methodology available with reporting designed to be easy to manage and actionable.

Each phase, control category, control subcategory, and the overall S2Org® assessment is calculated based upon

1. The size of the organization
2. The industry in which the organization operates
3. Historical threat and incident data obtained from a variety of source.

Scope

The intended scope for the S2Org® is the entire organization. Information security is a very broad topic so to ensure a comprehensive assessment, that is still easy to understand, the S2Org® assessment is segmented into four (4) phases.

In-Person Assessment	Remote Assessment
Assessor does an on-premise walkthrough of the facility. Review includes a facility walkthrough and the Assessor is able to validate controls such as: * <input type="checkbox"/> facility visitor process. * <input type="checkbox"/> clear desk/clear screen practices. * <input type="checkbox"/> doors to sensitive areas are locked. * <input type="checkbox"/> other exceptions from policy. Client covers assessor travel costs.	Assessor requests a look at key areas of the facility from staff over video conference. Review includes what client provides the assessor a view of. Recommended for clients that have had an independent security review within the last 12 months. No travel costs.

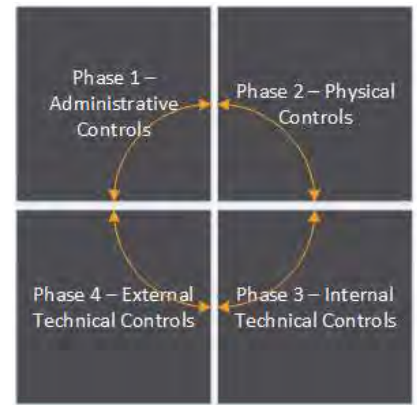
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The four phases of a S2Org® assessment are:

- **Phase 1: Administrative Controls** – The “people” part of security, including risk management, security governance, policies, standards, training and employee awareness.
- **Phase 2: Physical Controls** – Physical controls are an essential and often overlooked part of your security strategy. How much does your anti-virus protection mean to you if someone steals your server?
- **Phase 3: Technical Controls (Internal)** – We affectionately call this “the gooey center”. Most organizations do a pretty good job at securing the technical perimeter (firewalls, intrusion detection, etc.), but sometime neglect the controls that are essential for an effective defense-in-depth strategy.
- **Phase 4: Technical Controls (External)** – This category covers how effective your organization is at securing the perimeter of your network.



The S2Org™ process is simple and efficient. We understand that our clients have other work to do, so the process needs to be focused and time-sensitive. Each phase of the S2Org® assessment is slightly different in the manner that information is gathered and assessed.

Phase 1 – Administrative Security Controls Assessment

Administrative Controls form the framework for managing an effective security program and they are sometimes referred to as the “human” part of information security. Administrative Controls inform people on how organizational leadership expects day-to-day operations to be conducted and they provide guidance on what actions or activities workforce members are expected to perform. Common Administrative Controls include policies, awareness training, guidelines, standards, and procedures.

Administrative Controls are derived from the NIST Cybersecurity Framework (CSF), ISO/IEC 27001:2013, NIST SP 800-53, and the CIS Critical Security Controls for reference, comparison, gap analysis, and risk rating.



Where there are *applicable* gaps, the following metrics are applied using the S2Org® proprietary algorithm:

- **Information Security Maturity (“ISM”)** - a measure of control quality and maturity,
- **Likelihood** of an adverse event or realized threat, and the potential **Impact** suffered by the organization; resulting in a **Risk Rating**.

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Phase 1 – Administrative Security Controls is further segmented into the following 10 control categories which contain a total of 45 subcategories:

Control	Risk Management
1.1	Risk Management Practices and Integration
1.2	Risk transfer and insurance
Control	Information Security Governance
2.1	Policies for information security
2.2	Review of the policies for information security
2.3	Security roles and responsibilities
2.4	Segregation of duties
Control	Human Resources Security
3.1	Screening
3.2	Management responsibilities
3.3	Information security awareness, education, and training
3.4	Specialized information security education and training
3.5	Termination or change of employment responsibilities
Control	Asset Management
4.1	Inventory of assets
4.2	Classification of information
4.3	Management of removable media
4.4	Disposal of media
4.5	Cloud service security management
Control	Access Control
5.1	Access control policy
5.2	Account management
5.3	Use of authentication information
5.4	Secure log-on procedures
Control	Encryption
6.1	Encryption policy and control

Control	Security Operations
7.1	Mobile device policy
7.2	Teleworking
7.3	Documented operating procedures
7.4	Change management
7.5	Controls against malware
7.6	Information backup
7.7	Event logging
7.8	Installation of software on operational systems
7.9	Management of technical vulnerabilities
7.10	Information systems audit controls
7.11	Network security
7.12	Information transfer policies and procedures
7.13	Information security requirements analysis and specification
7.14	System acceptance testing
7.15	Third-party security risk management
Control	Incident Management
8.1	Incident management roles and responsibilities
8.2	Incident response procedures
Control	Business Continuity Management
9.1	Planning information security continuity
9.2	Recovery plan details
Control	Compliance
10.1	Identification of applicable legislation and contractual requirements
10.2	Privacy and protection of personally identifiable information
10.3	Independent review of information security
10.4	Compliance with security policies and standards
10.5	Protections against financial fraud

The Administrative Controls are assessed through:

1. Documentation review
2. Interviews with the FRSecure Analyst
3. Observations made by the FRSecure Analyst

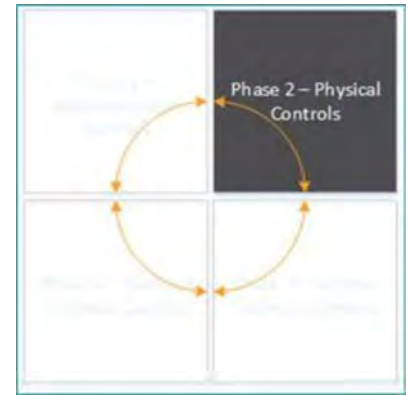
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Phase 2 – Physical Security Controls Assessment

Physical Controls are the security controls that can often be touched and provide physical security to protect your information assets. Common physical controls include doors, locks, camera surveillance, and alarm systems.

Phase 2 of the S2Org® assessment is a review of these, and other, physical security controls and associated risks. Focus for the Phase 2 of the assessment will be on where critical information resources are physically located.



Phase 2 takes the following into consideration to generate a definitive risk score:

Control	Crime Index
1.1	Crime Index
Control	Natural Disasters
2.1	Natural Disasters
Control	Facility Security
3.1	Planning and preparedness
3.2	Perimeter controls
3.3	Entry controls
3.4	Public spaces
3.5	Office spaces
3.6	Restricted areas
3.7	Delivery and loading areas
Control	Equipment and Information
4.1	Equipment siting
4.2	Supporting utilities
4.3	Cabling security
4.4	Maintenance
4.5	Housekeeping
4.6	Clear desk/screen

The Physical Controls are assessed through:

- 1. Documentation review
- 2. Interviews with the FRSecure Analyst
- 3. Observations made by the FRSecure Analyst

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Phase 3 – Internal Technical Controls Assessment

Internal Technical Controls are the controls that are technical in nature and used within your organization's technical domain (inside the gateways or firewalls). Internal technical controls include things such as firewalls, intrusion prevention systems, anti-virus software, and mobile device management (MDM).

Phase 3 reviews these controls using a combination of interviews with staff and use of tools to perform:

- Vulnerability scanning on the internal network(s),
- Tests for password policies, system permissions, required auditing and system settings that are common in all networks.
- Tests for user auditing settings, such as their password complexity and logging access failures and logons that are common in all networks.
- Tests against known good configurations



Phase 3 of the S2Org® assessment consists of the following control sections:

Control	Network Connectivity
1.1	Internet
1.2	Wide Area Network (WAN)
1.3	Local Area Network (LAN)
1.4	Wireless Local Area Network (WLAN)
Control	Remote Access
2.1	User remote access
2.2	Third-party remote access
Control	Directory Services
3.1	Directory security
3.2	Directory policy
3.3	Directory resilience
Control	Servers and Storage
4.1	Server software
4.2	Server hardware
4.3	Storage

Control	Client Systems
5.1	Client software
5.2	Client hardware
Control	Mobile Devices
6.1	Phones and tablets
6.2	Laptops
Control	Logging, Alerting, and Monitoring
7.1	Performance
7.2	Events and incidents
7.3	Aggregation and correlation
7.4	Trust
Control	Vulnerability Management
8.1	Microsoft software and applications
8.2	Non-Microsoft operating systems
8.3	Validation
Control	Backup and Recovery
9.1	Backups
9.2	Backup storage
9.3	Disaster recovery and business continuity
9.4	Backup validation

FRSecure discloses the tools, methods, and configurations employed during testing to enable your personnel to conduct future testing on a regular basis.

The Internal Technical Controls are assessed through:

1. Documentation review
2. Interviews with the FRSecure Analyst
3. Observations made by the FRSecure Analyst
4. Tools run by FRSecure or your personnel

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Phase 4 – External Technical Controls Assessment

External technical controls are technical in nature and are used to protect outside access to your organization's technical domain (outside the gateways or firewalls). External technical controls consist of search engine indexes, social media, DNS, port scanning, and vulnerability scanning.

The primary objective of the External Technical Controls Assessment and testing exercise is to identify significant vulnerabilities that pose a risk of unauthorized information disclosure, alteration, and/or destruction through publicly accessible* information resources.

*Publicly accessible is defined as those resources which are purposefully or accidentally made available through the Internet.



Phase 4 of the S2Org® assessment consists of the following control sections:

Control	Best Practices
1.1	Perimeter control
1.2	Monitoring
1.3	Validation and testing
Control	Reconnaissance
2.1	Reconnaissance testing
Control	Enumeration
3.1	Enumeration testing
Control	Vulnerabilities
4.1	Vulnerability testing

The External Technical Controls are assessed through:

- 1. Documentation review
- 2. Interviews with the FRSecure Analyst
- 3. Tool and manual testing conducted by the FRSecure Analyst

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Assessment Deliverables

Redwood County, MN will be provided with the following deliverables as part of this engagement:

S2Score®

One of the most important end results from the S2Org® assessment engagement is your S2Score®. You will be provided with your overall S2Score® as well as a S2Score® for each Phase, control category, and individual control sub-category. This is important for your organization as you identify your most significant risks and prioritize remediation.

The S2Score® can be used to communicate your “risk score” to interested parties and is a definitive risk calculation.

The overall S2SCORE (or risk rating) is **678.72**.



678.72 Good

The S2Score® is represented on a scale of 300 – 850.

- 300 – 500 is generally considered to be “**Very Poor**”
- 501 – 599 is generally considered to be “**Poor**”
- 600 – 659 is generally considered to be “**Fair**”
- 660 – 779 is generally considered to be “**Good**”
- A score equal to or higher than 780 is generally considered to be “**Excellent**”

Most organizations should be striving to attain and maintain a score of 660 or higher.

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S2Org® Executive Summary Report

The S2Org® Executive Summary report is written in plain English with comparisons to other organizations; with a similar profile. It provides the necessary information to quickly understand where your organization's information security program excels and where it is deficient. The snapshot views allow solid decision-making now (tactically) and into the future (strategically).

S2SCORE Scale



S2SCORE Average Across Industries

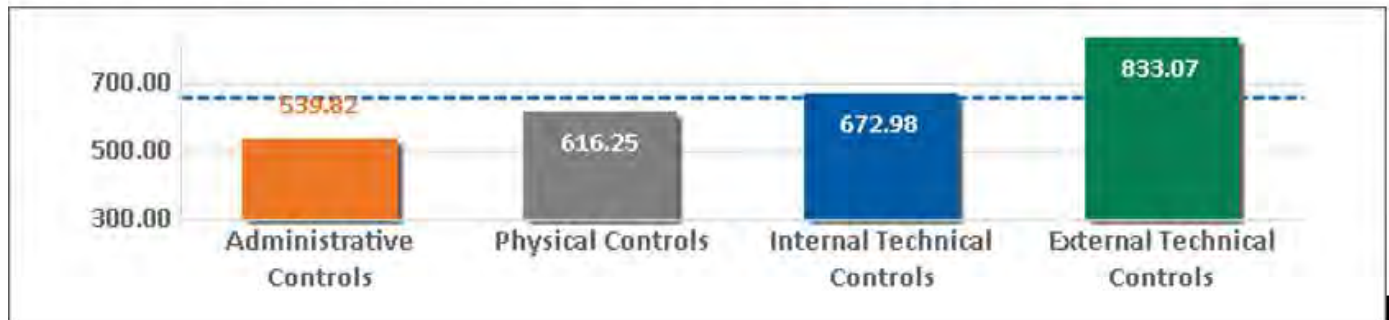
Industry: All Industries



The average S2SCORE is **766.05** across all industries. According to our calculations, there is roughly 11.4% more risk in the Fossa University information security program than other programs in similar organizations.

S2SCORE phase-by-phase Comparison

There are four phases in a Full S2SCORE : . An "acceptable" level of security is 660.



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S2Org® Information Security Assessment Full Report

The S2Org® Full Report is written with information security professionals in mind. All the details involved with what was assessed, how it was assessed (including tools and logic), findings, and recommendations are provided. The S2Org® Full Report is also supported with numerous other documents, technical testing results, and raw data. All supporting information is referenced and provided.

How to Use This Report

There are four primary purposes for this report:

1. To understand how mature your organization's information security program is.
2. To understand where your organization's information security risks are.
3. To build a plan of action on how you should address your most significant unacceptable risks.
4. To demonstrate compliance with industry regulations (HIPAA, GLBA, and others) and customers/business partner requirements

In order to gain the most benefit from the contents of this report, it is recommended that you read the report in its entirety and develop a plan of action. Information security is a lifecycle discipline that requires a long-term commitment. In order to get the most benefit from this report, create an action plan for your organization.

Control	Risk Management	Maturity	S2SCORE	
1.1	Risk Management Practices and Integration	3.33	721.74	719.05
1.2	Risk transfer and insurance	4.00		723.08
Control	Information Security Governance	Maturity	S2SCORE	
2.1	Policies for information security	1.00	450.99	437.50
2.2	Review of the policies for information security	1.88		618.42
2.3	Security roles and responsibilities	0.62		346.81
2.4	Segregation of duties	0.00		300.00
Control	Human Resources Security	Maturity	S2SCORE	
3.1	Screening	0.00	438.44	300.00
3.2	Management responsibilities	0.71		422.22
3.3	Information security awareness, education, and training	1.88		489.66
3.4	Specialized information security education and training	1.00		355.00
3.5	Termination or change of employment responsibilities	2.78		575.00
Control	Asset Management	Maturity	S2SCORE	
4.1	Inventory of assets	1.67	580.07	483.33
4.2	Classification of information	0.00		300.00
4.3	Management of removable media	4.25		793.10
4.4	Disposal of media	0.71		359.46
4.5	Cloud service security management	4.44		768.52

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REQUEST FOR BOARD ACTION

Requested Board Date: 12/03/24	Originating Dept.: Sheriff
Preferred 2nd Date:	
Discussion Item:	Presenter: Sheriff Jacobson
Central Square Change Orders	estimated time needed: 10 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Central Square change orders Q-200405 and Q-200406 related to the Pro Suite RMS upgrade.

Background Information:

Change order Q-200405 involves the addition of Axon integration into the Pro Suite RMS upgrade. This is a one-way interface from CS CAD Pro to Taser's Evidence.com Axon body camera video evidence repository. Once per day, CAD exports a comma-separated CSV file to a network share hosted by Customer. The file contains Call for Service (CFS)#, associated Case#, Incident Code, Officer Badge#, Dispatched Time, Cleared Time and Location information from the last 96hrs of completed CFS records. The Evidence.com CAD-RMS Integration Application reads, encrypts and sends the CAD metadata to Evidence.com to be attached to corresponding video evidence files uploaded via the Axon Dock.

Change order Q-200406 involves the transition from online learning to in-person learning during certain portions of the system update. This change order is an estimate only, and actual travel costs would be submitted by the training staff. The costs are expected to be significantly lower than quoted. Whenever possible, remote training will be utilized .

Funding for the change orders would be covered under previously submitted capital outlay.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

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



Quote prepared on:

November 22, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

Quote #: Q-200405

Primary Quoted Solution: PSJ Pro

Quote expires on: May 21, 2025

Change Order in reference to: Q-175074

Quote prepared for:

Jason Jacobson

Redwood County Sheriff's Office

303 E 3rd Street

Redwood Falls, MN 56283

5076374036

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CAD PS Pro API Interface Annual Subscription Fee	1	2,500.00	2,500.00
			Software Total	2,500.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	780.00
2.	Public Safety Technical Services - Fixed Fee	1,560.00
		Services Total
		2,340.00 USD



Quote prepared on:
November 22, 2024
Quote prepared by:
Amy Smith
amy.smith@centralsquare.com

Change Order

QUOTE SUMMARY

Software Subtotal	2,500.00 USD
Services Subtotal	2,340.00 USD
Quote Subtotal	4,840.00 USD
Quote Total	4,840.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	2,500.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.



Quote prepared on:

November 22, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

November 22, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

In Process
Redwood County Sheriff's Office

Signature: _____

Name: Jason Jacobson

Date: _____

Title: _____



Quote prepared on:

November 22, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

SUMMARY OF SERVICES

Redwood County Sheriff, MN, CAD PS Pro API for Axon, Q-200405

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Date	Version	Details/Changes	Author
11/22/2024	1.0	Initial SOS	C Roth

Project Scheduling

Parties agree a schedule will be provided for services within **sixty days** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

Services Scope of Project – PRO CAD API

The project includes the following scope of services:

The Client is responsible to be the primary point of contact with the third-party agencies and provide Subject Matter Experts (SMEs) familiar with existing data structures to assist with the interface process and to test the interface.



SUMMARY OF SERVICES

CentralSquare will work with the Client to establish a connection between the third-party vendor and the Central Square CAD system.

This is a RESTful API that currently utilizes JSON format. The API allows the client IT staff to set up various integrations on their own and to expand interface capabilities as operational needs change, reducing the need for CentralSquare to complete integrations and allowing quicker time to project close.

Includes the following features: Auditing, Documentation, Webhooks, and an Automated Test Suite.

The following CAD modules are currently supported as of Q3 2023: CFS Core Information, CFS Analytics Information, CAD Units; also supported are the following Suite modules: Names, Addresses, Vehicles, Charges, Mugshots, Record Notes, Record Attachments, Custom Forms, Configuration, (Webhook) Subscriptions.

CentralSquare is not responsible for any training on third party applications.

Client acknowledges that this quote or change order covers CentralSquare's part of the interface and acknowledges that they are responsible for any third-party costs associated with the interface.

Available integrations will be dependent on vendor completion of CentralSquare API Non-Disclosure Agreement.

In Process



Quote prepared on:

November 22, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

Quote #: Q-200406

Primary Quoted Solution: PSJ Pro

Quote expires on: May 21, 2025

Change Order in reference to: Q-175074

Quote prepared for:

Jason Jacobson

Redwood County Sheriff's Office

303 E 3rd Street

Redwood Falls, MN 56283

5076374036

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety Travel & Living Expenses Estimate_BPR	2,300.00
2. Public Safety Travel & Living Expenses Estimate_Training	13,800.00
3. Public Safety Travel & Living Expenses Estimate_Go Live	6,900.00
Services Total	23,000.00 USD

QUOTE SUMMARY

Services Subtotal	23,000.00 USD
--------------------------	---------------

Quote Subtotal 23,000.00 USD



Quote prepared on:

November 22, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

Quote Total 23,000.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

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Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

MORE INFORMATION AT CENTRAL SQUARE.COM



Quote prepared on:

November 22, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



Quote prepared on:

November 22, 2024

Quote prepared by:

Amy Smith

amy.smith@centralsquare.com

Change Order

Redwood County Sheriff's Office

Signature:

Name:

Jason Jacobson

Date:

Title:

In Process



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/24	Originating Dept.:	Maintenance
Preferred 2nd Date:	12/17/24		
Discussion Item:		Presenter:	Loren Gewerth
Water heater upgrade		estimated time needed:	10 min
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve the estimate from Javens Mechanical Contracting Company for the upgrade of the water heating system at LEC. The cost of the project for Option 3 is \$30229.

Background Information:

Our current water heater system is a single large water heater. When this system goes down we would be out of hot water for a minimum of two weeks to 6 weeks depending on the delivery of a comparable water heater. Our idea is to install on demand water heaters that would supply hot water to a holding tank. With this we would have redundancy, having 3 on demand heaters that would still be able to supply hot water in the event one goes down. We hope to have the system in place and ready to quickly hook up once our current water heater goes down. Second estimate from MJ Mechanical is for \$31918.00.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

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

Proposal

59160 Madison Ave.
Mankato, MN 56001



Phone: (507)-388-7332

PROPOSAL SUBMITTED TO:

Redwood County Law Enforcement
303 East Third Street
Redwood falls, MN

PHONE: DATE: 3/08/2024
FAX: REV. 6/20/2024, 11/22/24
JOB NAME/LOCATION: Redwood County Law Enforcement
Supply Water Heater

ATTN: Loren Gewerth

We propose to furnish material and labor – compete in accordance with specifications below, for the sum of

dollars **See Below**

Payment to be made as follows:

Monthly Progress payments as work progresses. Finance Charges of 1.5% per month to be charged on all amounts unpaid after 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensations insurance.

Signature: _____

Bruce Manteufel

Note: Pricing subject to change after 30 days due to limited vendor pricing guarantees.

We hereby submit specifications and estimates for

Supply New Water Heater.

We propose to:

Option-1

- Supply and deliver to site 1-119g NG WHTR 300MBH PWR-1A ASME Water Heater.
- Tax exempt, add for freight from factory, 11-14 days.

\$ 18,244.00

Option-2

- Supply and deliver to site 1- 119g 300MBH NAT WHTR ULN ALUM, Non ASME water heater.
- Tax exempt, freight included, in stock Metro as of today.

\$ 15,121.00

Option-3

- Supply and install 3 Navien NPE-240A2 tankless water heaters, and 120-gallon storage tank.
- Modify piping as required for new water heater and storage tank. Water heaters set next to water softeners.
- Core drill through block wall.
 - Add for Ready-Link Manifold Kit \$ 2,168.00
 - Add to change tank to 119 gal. Smart 316 tank. \$ 1,984.00
- No electrical work.
- No permit.
- No installation. Of tank water heaters included.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

MJ MECHANICAL LLC

210 N Patten St
 Redwood Falls, MN 56283
 mjmechanical@hotmail.com
 507.627.8723

Quote

Date	Estimate #
11/22/2024	3352

Phone #
6122960875

Name / Address
REDWOOD COUNTY SHERIFF'S OFFICE 303 E 3RD ST PO BOX 47 REDWOOD FALLS MN 56283

TERMS	Project
Due on receipt	

Description	Qty	Rate	Total
PRICE TO REPLACE WATER HEATER WITH 3 BOILERS AND SMART TANK			
NAVIEN BOILERS, PUMPS, SMART TANK, VENTING MATERIAL, GAS LINE MATERIAL, DRAIN MATERIAL, COPPER PIPE & FITTINGS			0.00
LABOR AND EQUIPMENT	1		0.00
TOTAL FOR ABOVE	1	31,918.00	31,918.00
Total			\$31,918.00

DUE TO CURRENT MARKET AND INDUSTRY CONDITIONS, ESTIMATE DOES NOT INCLUDE POTENTIAL UNKNOWN VENDOR PRICE INCREASES ON MATERIAL AND ADDITIONAL FREIGHT CHARGES ONCE MATERIAL SHIPS. THIS ESTIMATE IS MINIMUM BASE PRICE. CLERICAL ERRORS SUBJECT TO CORRECTION. IF ANY UNFORESEEN PROBLEMS ARISE AFTER WORK HAS COMMENCED, ADDITIONAL LABOR AND MATERIALS WILL APPLY. PLEASE CAREFULLY REVIEW THIS ESTIMATE AND CONTACT US IF YOU HAVE ANY QUESTIONS. ANY ADDITIONAL WORK OR CHANGES TO SCOPE OF WORK AT CUSTOMER REQUEST WILL BE BILLED AT REGULAR HOURLY RATE PLUS MATERIALS. THANK YOU, WE APPRECIATE THE OPPORTUNITY TO PROVIDE YOU WITH AN ESTIMATE.



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/24	Originating Dept.:	Maintenance
Preferred 2nd Date:	12/17/24		
Discussion Item:		Presenter:	Loren Gewerth
Approve contract for LEC water heater upgrade		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve contract with Javens Mechanical Contracting Co for Option 3 from 11/22/24 proposal in the amount of \$30229.

Background Information:

We would use option 3 from the proposal so that the bidders are bidding on the same items. The manifold kit was suggested to eliminate any question of how the natural gas system was plumbed for warranty. The smart tank is an option that claims quicker hot water recovery.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/22/24

Date Requestor Requires Review Completion: 11/26/24

Administrators Comments:

Reviewed by Administrator: Yes No

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

County of Redwood, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 3rd day of December, 2024, by and between the County of Redwood, herein called the “County,” and Javens Mechanical Contracting Co, located at 59160 Madison Avenue, Mankato, MN 56001, 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 mechanical 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 Option-3 of Vendor’s Proposal dated Revised November 22, 2024, accepted by the County as of Redwood. Vendor’s Proposal dated Revised November 22, 2024 and as shown in Exhibit 1 is hereby made a part of this Contract.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from _____ to _____, inclusive.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is \$30,229.

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:

Javens Mechanical Contracting Co.
59160 Madison Avenue
Mankato, MN 56001

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

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

J.1.5 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 November 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 November 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 November 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.

Javens Mechanical Contracting Co.


COUNTY OF REDWOOD

By: _____
Its _____

By: _____
James Salfer, Board Chair

By: _____
Vicki Kletscher, County Administrator

APPROVED AS TO FORM

By:  _____ 11.26.2024
County Attorney



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/24	Originating Dept.:	Maintenance
Preferred 2nd Date:	12/17/24		
Discussion Item:		Presenter:	Loren Gewerth
LEC LED lighting upgrade contract		estimated time needed:	5 Minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve LEC lighting upgrade contract with Klabunde Electric for labor and materials in the amount of \$19529.00

Background Information:

Upgrading the lighting from T8 to LED lamps should have an estimated pay back period of just about 3 years. A second quote was obtained from Bechyn Electric LLC in the amount of \$21,200.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/22/24

Date Requestor Requires Review Completion: 11/26/24

Administrators Comments:

Reviewed by Administrator: Yes No

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

ESTIMATE

Klabunde Electric
PO Box 13
Redwood Falls, MN 56283

klabundeelectric@nutelecom.net
+1 (507) 637-2497

Bill to

Redwood County Law Enforcement Center
PO Box 130
Redwood Falls, MN 56283

Ship to

Redwood County Law Enforcement Center
PO Box 130
Redwood Falls, MN 56283

Estimate details

Estimate no.: 1246
Estimate date: 11/21/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Redwood County Law Enforcement Center: *257 fixtures: ballast removal, LED retrofit, coordinate with staff for secured jail and holding areas *438 4' 4000k LED 14watt lamps *132 2' 4000k LED 9watt lamps *collect all fluorescent lamps and recycle with the RWF Public Utilities *work with Nancy from SMMPA for LED rebate			
2.		Labor and Material	Labor and material to complete job	1	\$19,529.00	\$19,529.00

Total **\$19,529.00**

Note to customer

LED retrofit

Accepted date

Accepted by

PROPOSAL

BECHYN ELECTRIC L.L.C.
73495 300 ST. REDWOOD FALLS.
MN. 56283
507/641-5800 FAX 507/641-5802

Phone (507) 641-5800

FAX (507) 641-5802

CELL (507) 828-0817

PROPOSAL SUBMITTED TO: <i>Redwood Co. Law Enforcement</i>	PHONE:	DATE: <i>11-22-24</i>
STREET <i>Center P.O. BOX 130</i>	JOB NAME: <i>LED RETROFIT</i>	
CITY, STATE & ZIP CODE <i>Redwood Falls, MN 56283</i>	JOB LOCATION: <i>Redwood Falls</i>	

We hereby submit specifications and estimate for:

*Retrofit of 257 existing
Flourescant Fixtures by Removing Ballast & Flourescant
bulbs and installing Linear LED Tubes,
which includes - 438 - 4' 4K 15 watt LED
132 - 2' 4K 9 watt
Existing bulbs will be recycled by
Municipal Utility.*

\$ 21,200⁰⁰/₁₀₀

We hereby propose to furnish labor, materials, and inspection - complete in accordance with the above specifications, for the sum of *\$ 21,200⁰⁰* dollars (\$ *Twenty one thousand, Two hundred dollars*) with payment to be made as follows: *Full amount 30 days after completion of job*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal is subject to acceptance within days and is void thereafter at the option of the undersigned.

Authorized Signature:

Thomas C. Williams
Chip Manager

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature _____

Date: _____

Signature _____

Loren - g @ CO. redwood. mn. us



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/24	Originating Dept.:	Maintenance
Preferred 2nd Date:	12/17/24		
Discussion Item:		Presenter:	Loren Gewerth
LEC LED lighting upgrade contract		estimated time needed:	5 Minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve LEC lighting upgrade contract with Klabunde Electric for labor and materials in the amount of \$19529.00

Background Information:

Upgrading the lighting from T8 to LED lamps should have an estimated pay back period of just about 3 years.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/22/24

Date Requestor Requires Review Completion: 11/26/24

Administrators Comments:

Reviewed by Administrator: Yes No

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

County of Redwood, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 3rd day of December, 2024, by and between the County of Redwood, herein called the “County,” and Klabunde Electric, Inc, a corporation organized and existing under the laws of the State of Minnesota, located at 1102 S Mill Street, Redwood Falls, MN 56283, 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 lighting services for the Redwood County Law Enforcement Center 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 No. 1246 dated November 21, 2024, accepted by the County as of _____. Vendor’s Proposal No.1246 dated November 21, 2024 and as shown in Exhibit 1 is hereby made a part of this Contract.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from _____ to _____, inclusive.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is \$19,529.00.

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:

Klabunde Electric, Inc
PO Box 13
Redwood Falls, MN 56283

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

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

J.1.5 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 November 21, 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 November 21, 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 No. 1246 dated November 21, 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.

Klabunde Electric, Inc.

COUNTY OF REDWOOD

By: _____
Its _____

By: _____
James Salfer, Board Chair

By: _____
Vicki Kletscher, County Administrator

APPROVED AS TO FORM

By:  _____ 11.26.2024
Assistant County Attorney



REQUEST FOR BOARD ACTION

Requested Board Date:	12/03/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Budget Report		estimated time needed:	5 minutes
Board Action: <input type="checkbox"/> Yes, action required <input checked="" type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

For information only.

Background Information:

See attached budget report.

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 ****

IFX
11/26/24 11:04AM

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT

Page 1

Budget Name for Report:	2024 BUDGET (ACTIVE)	Page Break Option:	1	1 - Page Break by FUND
Include on the Report:	1 B - Both Revenues And Expenditures			2 - Page Break by DEPT
	E - Expenditure Accounts Only	Report Basis:	2	1 - Cash
	R - Revenue Accounts Only			2 - Modified Accrual
Report Thru:	11/2024			3 - Full Accrual
Save Report:	N			
Comment:				

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2024

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year	
				Budget	92% % of BDG
301 DEPT	ROAD & BRIDGE ADMINISTRATION				
----- REVENUES -----					
03-301-000-0000-5001	PROPERTY TAXES-CURRENT	341,800.07-	1,945,117.61-	2,768,162.00-	70
03-301-000-0000-5004	PROPERTY TAXES-DELINQUENT	2,407.61-	7,938.43-	0.00	0
03-301-000-0000-5007	MOBILE HOME TAXES-CURRENT	119.56-	119.56-	0.00	0
03-301-000-0000-5015	WHEELAGE TAX	81,514.08-	282,412.23-	360,000.00-	78
03-301-000-0000-5016	LOCAL SALES TAX	212,786.85-	834,817.62-	1,174,000.00-	71
03-301-000-0000-5020	SEVERED MINERAL TAXES	0.00	5.14-	6.00-	86
03-301-000-0000-5201	COUNTY PROGRAM AID	0.00	217,500.00-	435,000.00-	50
03-301-000-0000-5205	DISPARITY REDUCTION AID	0.00	3,760.22-	7,405.00-	51
03-301-000-0000-5208	MARKET VALUE CREDIT	33,621.52-	33,621.52-	66,936.00-	50
03-301-000-0000-5225	SPECIAL TOWN BRIDGE	0.00	915,249.80-	2,601,531.00-	35
03-301-000-0000-5230	TOWN BRIDGE REVENUE	0.00	999,151.10-	1,511,000.00-	66
03-301-000-0000-5235	TOWN ROAD REVENUE	0.00	720,556.00-	728,000.00-	99
03-301-000-0000-5240	ST. OF MN. - REG. MAINT.	0.00	2,200,673.50-	2,302,595.00-	96
03-301-000-0000-5242	ST. OF MN. - MUN.MAINT.	0.00	292,530.19-	319,121.00-	92
03-301-000-0000-5244	ST. OF MN. - REG.CONST.	0.00	3,205,559.34-	3,462,813.00-	93
03-301-000-0000-5246	ST. OF MN - MUN. CONST.	0.00	0.00	478,724.00-	0
03-301-000-0000-5333	BRIDGE BONDING REVENUE	535,926.00-	1,077,269.33-	2,609,658.00-	41
03-301-000-0000-5455	FEDERAL FUNDS - HIGHWAY	107,119.85-	174,327.22-	450,680.00-	39
03-301-000-0000-5502	FEES & SERVICES	10,890.00-	11,165.00-	13,850.00-	81
03-301-000-0000-5503	OVERWEIGHT TRUCK PERMITS	450.00-	26,400.00-	23,600.00-	112
03-301-000-0000-5830	MISCELLANEOUS REVENUE (VARIOUS FUNDS)	0.00	185.84-	0.00	0
03-301-000-0000-5850	SALES OF MATERIALS	10,451.58-	111,375.91-	158,920.00-	70
03-301-000-0000-5920	SALE OF CAPITAL ASSET	21,621.50-	220,756.27-	100,000.00-	221
----- EXPENDITURES -----					
03-301-000-0000-6103	SALARIES & WAGES-REGULAR	52,921.58	293,966.86	340,411.00	86
03-301-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	19.87	58.00	34
03-301-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	8,420.15	46,625.72	49,122.00	95
03-301-000-0000-6163	PERA-COUNTY SHARE	3,969.12	22,047.52	25,531.00	86
03-301-000-0000-6172	WORKERS' COMPENSATION	0.00	36,897.00	37,000.00	100
03-301-000-0000-6175	FICA-COUNTY SHARE	3,099.46	17,273.65	21,106.00	82
03-301-000-0000-6176	MEDICARE-COUNTY SHARE	724.87	4,039.79	4,936.00	82
03-301-000-0000-6202	TELEPHONE/FAX EXPENSE	3,203.11	17,563.51	19,971.00	88
03-301-000-0000-6210	POSTAGE	164.79	1,547.16	2,626.00	59
03-301-000-0000-6230	PRINTING & PUBLISHING	67.69-	1,181.23	2,039.00	58

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



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2024

Report Basis: Modified Accrual

			Percent of Year		92%	
<u>Account Number</u>		<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>% of BDG</u>	
				<u>Budget</u>		
03-301-000-0000-6235	DOR LOCAL SALES TAX COSTS		0.00	5,346.35	20,610.00	26
03-301-000-0000-6241	SUBSCRIPTIONS		0.00	0.00	65.00	0
03-301-000-0000-6242	DUES		0.00	3,433.00	5,925.00	58
03-301-000-0000-6262	STATE AUDIT		668.00	668.00	125.00	534
03-301-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES		775.00	15,679.22	14,649.00	107
03-301-000-0000-6310	OFFICE EQUIPMENT REPAIR & MAINT.		210.82	1,967.36	3,135.00	63
03-301-000-0000-6331	MILEAGE		0.00	0.00	347.00	0
03-301-000-0000-6332	STAFF DEVELOPMENT		3,536.67	6,888.16	7,182.00	96
03-301-000-0000-6334	LODGING & EXPENSE		15.37	1,910.92	1,880.00	102
03-301-000-0000-6351	INSURANCE-PROPERTY & LIABILITY		0.00	99,384.00	97,500.00	102
03-301-000-0000-6401	OFFICE SUPPLIES		2,339.70	4,566.26	6,694.00	68
03-301-000-0000-6507	MISCELLANEOUS EXPENSES		953.24	2,191.74	1,415.00	155
03-301-000-0000-6891	EXP REIMBURSEMENTS - EXTERNAL		1,098.39-	5,260.57-	9,642.00-	55
0 PROGRAM	Totals ...	Revenue	1,358,708.62-	13,280,491.83-	19,572,001.00-	68
		Expend.	79,835.80	577,936.75	652,685.00	89
		Net	1,278,872.82-	12,702,555.08-	18,919,316.00-	67
301 DEPT	Totals ROAD & BRIDGE ADMINISTRATION	Revenue	1,358,708.62-	13,280,491.83-	19,572,001.00-	68
		Expend.	79,835.80	577,936.75	652,685.00	89
		Net	1,278,872.82-	12,702,555.08-	18,919,316.00-	67
310 DEPT	HIGHWAY MAINTENANCE					
----- REVENUES -----						
03-310-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC		0.00	12,100.63-	9,845.00-	123
03-310-000-0000-5301	STATE GRANTS		0.00	332.57-	0.00	0
----- EXPENDITURES -----						
03-310-000-0000-6103	SALARIES & WAGES-REGULAR		158,935.79	887,339.04	1,099,080.00	81
03-310-000-0000-6105	SALARIES & WAGES-PART TIME		0.00	33,994.77	39,426.00	86
03-310-000-0000-6107	SALARIES & WAGES-OVERTIME		1,608.44	23,805.04	38,199.00	62
03-310-000-0000-6113	MEAL EXPENSE-TAXABLE		0.00	132.36	120.00	110
03-310-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION		40,421.00	235,466.00	287,066.00	82
03-310-000-0000-6163	PERA-COUNTY SHARE		10,872.71	65,787.78	85,296.00	77
03-310-000-0000-6175	FICA-COUNTY SHARE		8,242.89	52,640.14	72,956.00	72
03-310-000-0000-6176	MEDICARE-COUNTY SHARE		1,927.76	12,310.97	17,062.00	72
03-310-000-0000-6202	TELEPHONE/FAX EXPENSE		60.00	330.00	360.00	92
03-310-000-0000-6292	CONTRACT PAYMENTS		0.00	108,009.64	106,184.00	102
03-310-000-0000-6332	STAFF DEVELOPMENT		3,950.00	11,150.00	0.00	0
03-310-000-0000-6341	EQUIPMENT RENTAL		2,100.00	37,541.93	155,000.00	24
03-310-000-0000-6501	ROAD MAINTENANCE SUPPLIES & MATERIALS		201,383.37	762,190.75	990,242.00	77

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2024

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Status</u>	<u>Quarter</u> <u>To Date</u>	<u>Year</u> <u>To Date</u>	<u>Percent of Year</u> <u>Budget</u>	<u>92%</u> <u>% of</u> <u>BDG</u>
03-310-000-0000-6506	MINOR EQUIP. PURCHASES	0.00	24,384.00	0.00	0
03-310-000-0000-6507	MISCELLANEOUS EXPENSES	2,828.42	8,587.67	16,956.00	51
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)	177,720.98	2,129,831.99	935,312.00	228
0 PROGRAM	Totals ...	Revenue 0.00	12,433.20-	9,845.00-	126
		Expend. 610,051.36	5,114,058.08	4,571,259.00	112
		Net 610,051.36	5,101,624.88	4,561,414.00	112
310 DEPT	Totals HIGHWAY MAINTENANCE	Revenue 0.00	12,433.20-	9,845.00-	126
		Expend. 610,051.36	5,114,058.08	4,571,259.00	112
		Net 610,051.36	5,101,624.88	4,561,414.00	112
320 DEPT	HIGHWAY CONSTRUCTION & ENGINEERING				
----- REVENUES -----					
03-320-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	99,164.00-	160,000.00-	62
03-320-000-0000-5383	MN IT SERVICES GEOSPATIAL INFO OFF GRAN	0.00	7,834.05-	0.00	0
----- EXPENDITURES -----					
03-320-000-0000-6103	SALARIES & WAGES-REGULAR	36,139.79	201,539.44	234,228.00	86
03-320-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	5,584.41	13,500.00	41
03-320-000-0000-6107	SALARIES & WAGES-OVERTIME	0.00	14,908.08	20,949.00	71
03-320-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	51.29	47.00	109
03-320-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	10,821.85	59,612.17	66,408.00	90
03-320-000-0000-6163	PERA-COUNTY SHARE	2,710.48	16,223.10	19,138.00	85
03-320-000-0000-6175	FICA-COUNTY SHARE	1,973.58	12,381.46	16,658.00	74
03-320-000-0000-6176	MEDICARE-COUNTY SHARE	461.56	2,895.67	3,896.00	74
03-320-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	155,247.73	609,602.86	1,007,618.00	60
03-320-000-0000-6292	CONTRACT PAYMENTS	800,007.07	6,324,857.29	12,680,279.00	50
03-320-000-0000-6297	GO BONDING CONTRACT PAYMENTS	11,357.08	3,832,807.05	4,775,288.00	80
03-320-000-0000-6331	MILEAGE	0.00	46.74	0.00	0
03-320-000-0000-6366	RIGHT OF WAY - PERMANENT EASEMENTS	0.00	0.00	100,000.00	0
03-320-000-0000-6367	RIGHT OF WAY-TEMP.EASE.& OTHER	121.98	2,983.53	40,000.00	7
03-320-000-0000-6505	ENG. & CONST.MATERIALS & SUPPLIESS	67.92	114,321.02	48,000.00	238
03-320-000-0000-6507	MISCELLANEOUS EXPENSES	9,910.23	9,910.23	0.00	0
----- REVENUES -----					
03-320-000-2720-5240	2021A GO BOND INTEREST REIM - REG MAINT	0.00	212,400.00-	0.00	0
03-320-000-2720-5244	2021A GO BOND PRINCIPAL REIM - REG CONST	0.00	310,000.00-	310,000.00-	100
03-320-000-2720-5249	2021A GO BOND INTEREST REIM - REG MAINT	0.00	0.00	212,400.00-	0
----- EXPENDITURES -----					
03-320-000-2720-6702	PRINCIPAL PAYMENTS 2021A BONDS	0.00	310,000.00	310,000.00	100

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2024

3 FUND

ROAD AND BRIDGE

Report Basis: Modified Accrual

		Status	Quarter To Date	Year To Date	Percent of Year Budget	92% % of BDG
Account Number						
03-320-000-2720-6705	INTEREST PAYMENTS 2021A BONDS		0.00	212,400.00	212,400.00	100
----- REVENUES -----						
03-320-000-2723-5710	2023A GENERAL OBLIGATION BONDS INTEREST		0.00	18,291.67-	0.00	0
0 PROGRAM	Totals ...	Revenue	0.00	647,689.72-	682,400.00-	95
		Expend.	1,028,819.27	11,730,124.34	19,548,409.00	60
		Net	1,028,819.27	11,082,434.62	18,866,009.00	59
320 DEPT	Totals HIGHWAY CONSTRUCTION & ENGINEERING	Revenue	0.00	647,689.72-	682,400.00-	95
		Expend.	1,028,819.27	11,730,124.34	19,548,409.00	60
		Net	1,028,819.27	11,082,434.62	18,866,009.00	59
----- REVENUES -----						
330 DEPT	EQUIPMENT MAINTENANCE & SHOP					
03-330-000-0000-5980	INSURANCE RECOVERIES		0.00	150,284.57-	0.00	0
----- EXPENDITURES -----						
03-330-000-0000-6103	SALARIES & WAGES-REGULAR		19,148.80	96,540.27	137,309.00	70
03-330-000-0000-6107	SALARIES & WAGES-OVERTIME		0.00	1,625.53	5,010.00	32
03-330-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION		3,988.00	17,946.00	24,561.00	73
03-330-000-0000-6163	PERA-COUNTY SHARE		1,436.16	7,362.43	10,674.00	69
03-330-000-0000-6175	FICA-COUNTY SHARE		1,144.71	5,884.80	8,824.00	67
03-330-000-0000-6176	MEDICARE-COUNTY SHARE		267.71	1,376.28	2,064.00	67
03-330-000-0000-6251	UTILITIES		4,701.32	54,852.42	81,619.00	67
03-330-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES		155.00	155.00	0.00	0
03-330-000-0000-6305	BLDG - REPAIRS & MAINTENANCE		7,198.42	196,209.28	89,486.00	219
03-330-000-0000-6306	MAINTENANCE - EQUIPMENT		5,659.03	29,111.32	29,475.00	99
03-330-000-0000-6332	STAFF DEVELOPMENT		25.98	63.54	220.00	29
03-330-000-0000-6502	SHOP MATERIALS & SUPPLIES		18,146.13	55,247.17	72,185.00	77
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES		57,627.45	190,619.18	239,296.00	80
03-330-000-0000-6504	FUEL		47,086.84	259,119.75	462,526.00	56
03-330-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)		2,151.00	2,151.00	0.00	0
0 PROGRAM	Totals ...	Revenue	0.00	150,284.57-	0.00	0
		Expend.	168,736.55	918,263.97	1,163,249.00	79
		Net	168,736.55	767,979.40	1,163,249.00	66
330 DEPT	Totals EQUIPMENT MAINTENANCE & SHOP	Revenue	0.00	150,284.57-	0.00	0
		Expend.	168,736.55	918,263.97	1,163,249.00	79
		Net	168,736.55	767,979.40	1,163,249.00	66
----- REVENUES -----						
340 DEPT	ROAD & BRIDGE OTHER COSTS					
03-340-000-0000-6507	MISCELLANEOUS EXPENSES		31,111.32	31,111.32	0.00	0

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*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2024

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Status</u>	<u>Quarter</u> <u>To Date</u>	<u>Year</u> <u>To Date</u>	<u>Percent of Year</u> <u>Budget</u>	<u>92%</u> <u>% of</u> <u>BDG</u>
3 FUND	ROAD AND BRIDGE				
0 PROGRAM	Totals ...				
		Revenue			
		Expend.	31,111.32	31,111.32	0.00 0
		Net	31,111.32	31,111.32	0.00 0
340 DEPT	Totals ROAD & BRIDGE OTHER COSTS				
		Revenue			
		Expend.	31,111.32	31,111.32	0.00 0
		Net	31,111.32	31,111.32	0.00 0
3 FUND	Totals ROAD AND BRIDGE				
		Revenue	1,358,708.62-	14,090,899.32-	20,264,246.00- 70
		Expend.	1,918,554.30	18,371,494.46	25,935,602.00 71
		Net	559,845.68	4,280,595.14	5,671,356.00 75
FINAL TOTALS	106 Accounts				
		Revenue	1,358,708.62-	14,090,899.32-	20,264,246.00- 70
		Expend.	1,918,554.30	18,371,494.46	25,935,602.00 71
		Net	559,845.68	4,280,595.14	5,671,356.00 75



REQUEST FOR BOARD ACTION

Requested Board Date:	12/03/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Approve bills & meal reimbursement		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve Highway Department bills and meal reimbursement

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 ****

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

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



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

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	76720 AUTO VALUE OF REDWOOD FALLS							
	03-330-000-0000-6503			35.99	Ignition Coil	31260208	EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS			35.99	1 Transactions			
	7570 BOLTON & MENK INC							
2	03-320-000-0000-6291			2,568.50	Engineering Fees	333623	PROFESSIONAL & TECHNICAL SER	N
3	03-320-000-0000-6291			17,559.00	Bridge Inspection	349147	PROFESSIONAL & TECHNICAL SER	N
4	03-320-000-0000-6291			9,580.50	Engineering Fees	349148	PROFESSIONAL & TECHNICAL SER	N
5	03-320-000-0000-6291			3,472.50	Engineering Fees	349149	PROFESSIONAL & TECHNICAL SER	N
6	03-320-000-0000-6291			4,440.50	2024 Remonumentation	349177	PROFESSIONAL & TECHNICAL SER	N
7	03-320-000-0000-6291			20,100.00	2024 Remonumentation	349693	PROFESSIONAL & TECHNICAL SER	N
	7570 BOLTON & MENK INC			57,721.00	6 Transactions			
	14080 CRYSTEEL TRUCK EQUIPMENT INC							
8	03-330-000-0000-6503			2,562.00	Falls Sander	L33445B	EQUIPMENT REPAIR PARTS & SUPP	N
	14080 CRYSTEEL TRUCK EQUIPMENT INC			2,562.00	1 Transactions			
	15456 DESIGN ELECTRIC INC							
9	03-320-000-0000-6505			2,530.00	Electrical Service Connection		ENG. & CONST.MATERIALS & SUPPL	N
	15456 DESIGN ELECTRIC INC			2,530.00	1 Transactions			
	19045 DUSCHER/DEAN							
10	03-330-000-0000-6305			475.00	2024 Mowing - Milroy Shop	312945	BLDG - REPAIRS & MAINTENANCE	N
	19045 DUSCHER/DEAN			475.00	1 Transactions			
	20730 ECOWATER SYSTEMS OF REDWOOD FALL							
11	03-301-000-0000-6401			296.00	Office Supplies		OFFICE SUPPLIES	N
	20730 ECOWATER SYSTEMS OF REDWOOD FALL			296.00	1 Transactions			
	24500 FALLS AUTOMOTIVE							
12	03-330-000-0000-6503			43.99	Oil Filter Strap	824214	EQUIPMENT REPAIR PARTS & SUPP	N
	24500 FALLS AUTOMOTIVE			43.99	1 Transactions			
	24589 FARMWARD COOPERATIVE							
13	03-330-000-0000-6502			448.50	DEF - Wabasso	11108195	SHOP MATERIALS & SUPPLIES	N
14	03-330-000-0000-6502			429.00	DEF - Redwood Falls	11108196	SHOP MATERIALS & SUPPLIES	N
	24589 FARMWARD COOPERATIVE			877.50	2 Transactions			
	24594 FASTENAL COMPANY							
15	03-310-000-0000-6501			218.20	Flange Nuts	103316	ROAD MAINTENANCE SUPPLIES & M	N

*** 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
16	03-330-000-0000-6503			26.00	Bolts	103440	EQUIPMENT REPAIR PARTS & SUPP	N
	24594 FASTENAL COMPANY			244.20	2 Transactions			
	24700 FIALA/ERNEST G							
17	03-320-000-0000-6291			900.00	Bridge Inspection for Asbestos	2405	PROFESSIONAL & TECHNICAL SER	Y
18	03-320-000-0000-6291			1,800.00	Bridge Inspection for Asbestos	2405	PROFESSIONAL & TECHNICAL SER	Y
	24700 FIALA/ERNEST G			2,700.00	2 Transactions			
	26517 FORCE AMERICA DISTRIBUTING LLC							
19	03-330-000-0000-6503			835.13	PCB 9 Axis Driver Assembly	2021298	EQUIPMENT REPAIR PARTS & SUPP	N
	26517 FORCE AMERICA DISTRIBUTING LLC			835.13	1 Transactions			
	26651 FRONTIER PRECISION, INC							
20	03-320-000-0000-6505			216.10	Bi-Pod	313617	ENG. & CONST.MATERIALS & SUPPL	N
	26651 FRONTIER PRECISION, INC			216.10	1 Transactions			
	29675 GMS INDUSTRIAL SUPPLIES INC							
21	03-330-000-0000-6503			39.00	Plow Bolts	117791	EQUIPMENT REPAIR PARTS & SUPP	N
22	03-330-000-0000-6502			365.25	Misc Shop Supplies	118506	SHOP MATERIALS & SUPPLIES	N
	29675 GMS INDUSTRIAL SUPPLIES INC			404.25	2 Transactions			
	32625 HARRISON MARKER CO							
23	03-320-000-0000-6505			14,979.04	Section Corner Markers	3848	ENG. & CONST.MATERIALS & SUPPL	Y
	32625 HARRISON MARKER CO			14,979.04	1 Transactions			
	37640 INNOVATIVE SOLUTIONS LLC							
24	03-301-000-0000-6401			4,890.00	Office Desk Setup	124776	OFFICE SUPPLIES	N
	37640 INNOVATIVE SOLUTIONS LLC			4,890.00	1 Transactions			
	41331 JENNIGES/JEROME							
25	03-310-000-0000-6507			200.00	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	41331 JENNIGES/JEROME			200.00	1 Transactions			
	43095 JOHN DEERE FINANCIAL							
26	03-330-000-0000-6503			1,851.32	Steering Valve		EQUIPMENT REPAIR PARTS & SUPP	N
27	03-330-000-0000-6503			340.29	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	43095 JOHN DEERE FINANCIAL			2,191.61	2 Transactions			
	47700 KLABUNDE ELECTRIC INC							
28	03-330-000-0000-6305			864.47	Wire Vehicle Hoist & Repair We		BLDG - REPAIRS & MAINTENANCE	N

*** 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
47700	KLABUNDE ELECTRIC INC			864.47		1 Transactions		
50050	L & S CONSTRUCTION CORP							
29	03-320-000-0000-6505			291.38	Gravel	110424-a	ENG. & CONST.MATERIALS & SUPPL	N
30	03-310-000-0000-6501			7,198.36	Gravel	111924-d	ROAD MAINTENANCE SUPPLIES & M	N
31	03-310-000-0000-6501			19,822.86	Gravel	111924-e	ROAD MAINTENANCE SUPPLIES & M	N
50050	L & S CONSTRUCTION CORP			27,312.60		3 Transactions		
53100	LOCATORS & SUPPLIES INC							
33	03-310-000-0000-6507			134.36	Hooded Sweatshirts	317618	MISCELLANEOUS EXPENSES	N
53100	LOCATORS & SUPPLIES INC			134.36		1 Transactions		
53227	LOFFLER COMPANIES INC							
32	03-301-000-0000-6310			54.36	Copier Contract	4849811	OFFICE EQUIPMENT REPAIR & MAIN	N
53227	LOFFLER COMPANIES INC			54.36		1 Transactions		
57911	MINNESOTA COUNTY ENGINEER ASSOCIA'							
34	03-301-000-0000-6332			225.00	MCEA 2025 Conference		STAFF DEVELOPMENT	N
57911	MINNESOTA COUNTY ENGINEER ASSOCIA'			225.00		1 Transactions		
63540	NORTH CENTRAL INTERNATIONAL INC							
35	03-330-000-0000-6503			1,327.30	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
63540	NORTH CENTRAL INTERNATIONAL INC			1,327.30		1 Transactions		
64208	O'REILLY AUTO PARTS							
36	03-330-000-0000-6502			12.99	Shop Supply	273996	SHOP MATERIALS & SUPPLIES	N
64208	O'REILLY AUTO PARTS			12.99		1 Transactions		
70975	PETTY/DAVID							
37	03-310-000-0000-6507			160.00	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
70975	PETTY/DAVID			160.00		1 Transactions		
71900	PLUNKETT'S PEST CONTROL INC							
38	03-330-000-0000-6305			1,232.11	Annual Pest Control	8857524	BLDG - REPAIRS & MAINTENANCE	N
71900	PLUNKETT'S PEST CONTROL INC			1,232.11		1 Transactions		
76038	RED ROCK QUARRY INC							
39	03-310-000-0000-6501			11,681.91	Seal Coat Chips	14887	ROAD MAINTENANCE SUPPLIES & M	N
76038	RED ROCK QUARRY INC			11,681.91		1 Transactions		

*** 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
40	76350 REDWOOD COUNTY RECORDER	03-301-000-0000-6332		20.00	Notary Filing		STAFF DEVELOPMENT	N
	76350 REDWOOD COUNTY RECORDER			20.00	1 Transactions			
41	78815 RSS GROUP INTERNATIONAL INC	03-330-000-0000-6502		82.82	Shop Supply	84061	SHOP MATERIALS & SUPPLIES	N
	78815 RSS GROUP INTERNATIONAL INC			82.82	1 Transactions			
42	76758 RTS LLC	03-330-000-0000-6306		30.00	Tire Repair	15979	MAINTENANCE - EQUIPMENT	Y
43		03-330-000-0000-6306		30.00	Tire Repair	16010	MAINTENANCE - EQUIPMENT	Y
44		03-330-000-0000-6306		48.00	Tire Repair	16294	MAINTENANCE - EQUIPMENT	Y
45		03-310-000-0000-6501		40.00	Tire Disposal	16393	ROAD MAINTENANCE SUPPLIES & M	Y
	76758 RTS LLC			148.00	4 Transactions			
46	79500 RUNNINGS FARM & FLEET	03-330-000-0000-6503		51.98	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
47		03-330-000-0000-6502		79.94	Shop Supplies	4384691	SHOP MATERIALS & SUPPLIES	N
	79500 RUNNINGS FARM & FLEET			131.92	2 Transactions			
49	80075 SAFETY-KLEEN SYSTEMS INC	03-330-000-0000-6502		135.48	Parts Washer		SHOP MATERIALS & SUPPLIES	N
	80075 SAFETY-KLEEN SYSTEMS INC			135.48	1 Transactions			
48	80695 SCOTTS LAWN SERVICE & SNOW REMOVA	03-310-000-0000-6341		840.00	Sept & Oct Mowing - Dekalb & N	10132	EQUIPMENT RENTAL	Y
	80695 SCOTTS LAWN SERVICE & SNOW REMOVA			840.00	1 Transactions			
50	83735 STREAMLINE ASSOCIATES LLC	03-320-000-0000-6291		900.00	Engineering Fees	2024-021b	PROFESSIONAL & TECHNICAL SERV	Y
	83735 STREAMLINE ASSOCIATES LLC			900.00	1 Transactions			
51	83965 SUMMIT FIRE PROTECTION	03-330-000-0000-6305		2,836.00	Annual Fire Extinguisher Inspe		BLDG - REPAIRS & MAINTENANCE	N
	83965 SUMMIT FIRE PROTECTION			2,836.00	1 Transactions			
52	86590 THE MARKET AT REDWOOD LLC	03-301-000-0000-6332		34.99	Meeting		STAFF DEVELOPMENT	N
	86590 THE MARKET AT REDWOOD LLC			34.99	1 Transactions			

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 3 ROAD AND BRIDGE

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
58	88135 TOTAL GLASS OF REDWOOD FALLS INC							
	03-330-000-0000-6306			400.00	Windshield Replacement		MAINTENANCE - EQUIPMENT	N
57	03-330-000-0000-6503			1,173.50	Windshield Replacement		EQUIPMENT REPAIR PARTS & SUPP	N
	88135 TOTAL GLASS OF REDWOOD FALLS INC			1,573.50	2 Transactions			
59	88600 TOWNSHIP OF SHERIDAN							
	03-320-000-0000-6507			4,078.36	Riprap Class III & Fabric		MISCELLANEOUS EXPENSES	N
	88600 TOWNSHIP OF SHERIDAN			4,078.36	1 Transactions			
53	88743 TRUCK CENTER COMPANIES							
	03-330-000-0000-6502			55.80	Shop Supplies		SHOP MATERIALS & SUPPLIES	Y
54	03-330-000-0000-6503			236.10	Alternator		EQUIPMENT REPAIR PARTS & SUPP	Y
55	03-330-000-0000-6503			283.01	Filters		EQUIPMENT REPAIR PARTS & SUPP	Y
56	03-330-000-0000-6503			295.84	Repair Part		EQUIPMENT REPAIR PARTS & SUPP	Y
	88743 TRUCK CENTER COMPANIES			870.75	4 Transactions			
60	90660 VALLEY ASPHALT PRODUCTS INC							
	03-310-000-0000-6501			790.79	Asphalt	15828	ROAD MAINTENANCE SUPPLIES & M	N
	90660 VALLEY ASPHALT PRODUCTS INC			790.79	1 Transactions			
61	91230 VESTIS SERVICES LLC							
	03-330-000-0000-6502			207.16	Uniforms, Mats, Shop Towels		SHOP MATERIALS & SUPPLIES	Y
	91230 VESTIS SERVICES LLC			207.16	1 Transactions			
62	93073 WENDORFF WELDING & FABRICATION							
	03-330-000-0000-6503			87.14	Repair Part	15135	EQUIPMENT REPAIR PARTS & SUPP	Y
	93073 WENDORFF WELDING & FABRICATION			87.14	1 Transactions			
63	99200 Z DOORMEN LLC							
	03-330-000-0000-6305			170.00	Redwood Shop Garage Door	4767	BLDG - REPAIRS & MAINTENANCE	Y
	99200 Z DOORMEN LLC			170.00	1 Transactions			
64	99470 ZIMMERMANN MAINTENANCE							
	03-310-000-0000-6341			2,110.50	April & May Blading		EQUIPMENT RENTAL	N
65	03-310-000-0000-6341			3,348.50	April & May Blading	202446	EQUIPMENT RENTAL	N
	99470 ZIMMERMANN MAINTENANCE			5,459.00	2 Transactions			
3 Fund Total:				152,572.82	ROAD AND BRIDGE	44 Vendors	65 Transactions	

IFX
11/26/24 11:01AM
3 ROAD AND BRIDGE

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>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:			152,572.82	44 Vendors	65 Transactions	

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	152,572.82	ROAD AND BRIDGE
All Funds	152,572.82	Total

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

ROAD & BRIDGE

ABSTRACT OF SALARIES AND MEALS PAYABLE ALLOWED BY THE BOARD OF REDWOOD COUNTY COMMISSIONERS

AT THE COUNTY BOARD MEETING OF December 3, 2024.

FUND 03-301

SALARIES (PER DIEMS) PAYABLE

Y=184-0

N=184-3

-----COMMISSIONER-----	---NO.---	--PERA Y/N--	-----AMOUNT-----
Dave Forkrud	120		
Bob VanHee	119		
Dennis Groebner	118		
Jim Salfer	117		
Rick Wakefield	1205		
TOTAL			\$ _____

MEALS PAYABLE (182-3)

-----EMPLOYEE-----	---NO.---	-----AMOUNT-----
Jacque, Reck	2230	14.23
TOTAL		14.23

APPROVED AND ORDERED PAID BY ORDER OF THE BOARD OF REDWOOD COUNTY COMMISSIONERS ON THIS 3 DAY OF December, 2024.

Chair, Redwood County Board of Commissioners





REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Award Construction Contract 24-8; bridge replacements		estimated time needed:	5 minutes
Board Action: <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Award construction contract 24-8 for SAP 064-599-129, SAP 064-599-133, SAP 064-599-135 and SAP 064-599-136; Bridge replacements, approach grading, and aggregate surfacing to low bidder Midwest Contracting, LLC of Marshall MN for the amount of their bid.

Background Information:

This project consists of bridge replacements, approach grading, and aggregate surfacing at four locations; SAP 064-599-129 on Ocean Ave, SAP 064-599-133 on Porter Ave, SAP 064-599-135 on 170th St and SAP 064-599-136 on Harvest Ave. Six complete bids were received with the low bid from Midwest Contracting, LLC at \$1,610,893.83; 28.87% (\$653,942.17) below the estimated bid price.

This project is funded with a combination of Town Bridge funds, Special Town Bridge funds, Bridge Bonds, and Local Township funds.

The anticipated start date is May 1, 2025 with completion on or before September 15, 2025.

This shows the continued savings by bundling structures together into a single bid, as we saved another \$654k in taxpayer funds. In total with the other 15 box culvert project we advertised earlier this year, we have saved \$2.5M in funds this year alone via bundling.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/19/2024

Date Requestor Requires Review Completion: 12/2/2024

Administrators Comments:

Reviewed by Administrator: Yes No

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

Bid Abstract Summary

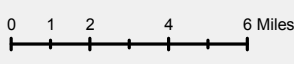
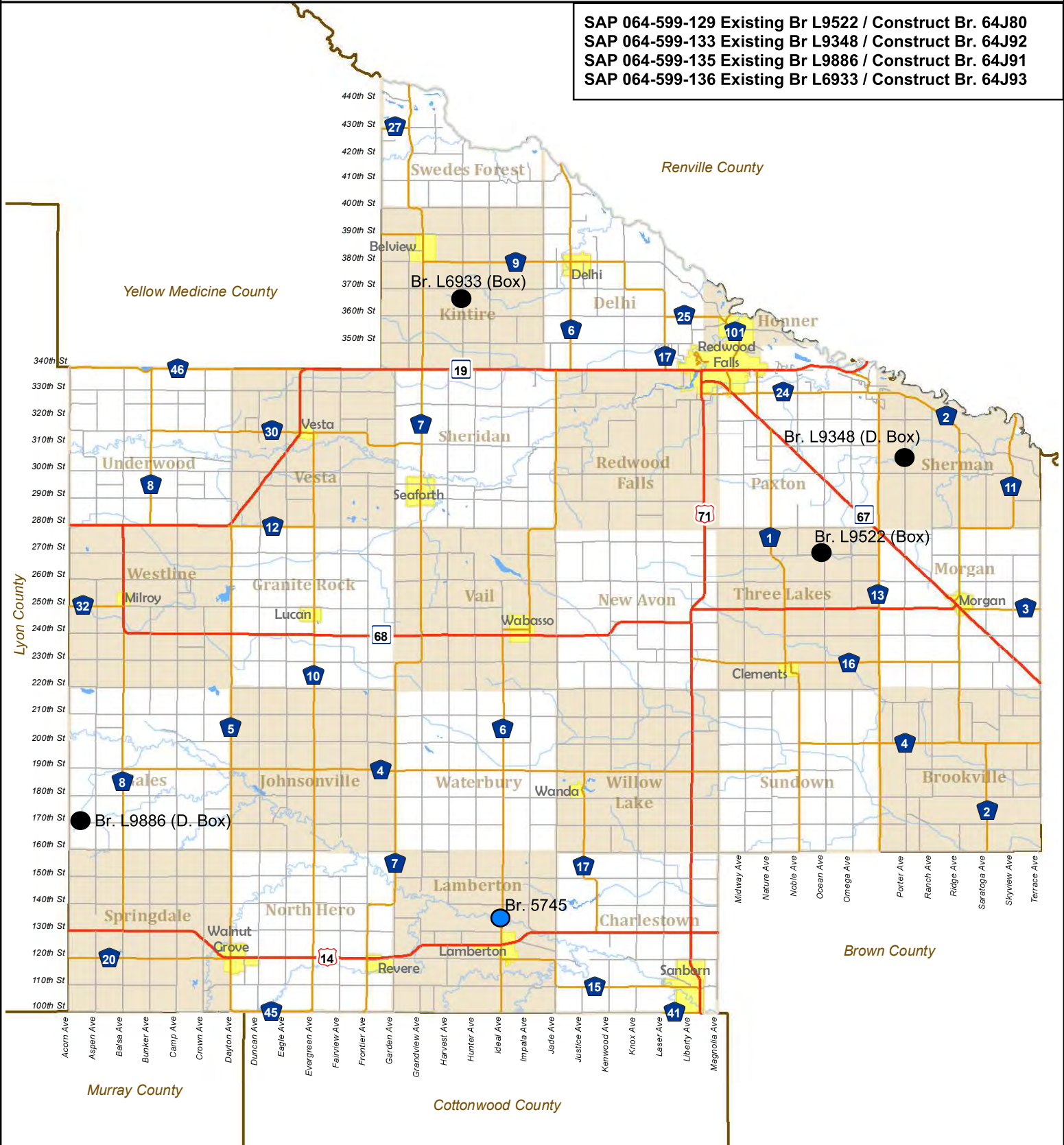
Contract 24-8

	Bid Total	% Over/Under Estimate	
<i>Engineer's Estimate</i>	\$2,264,836.00		
Towne & Country Excavating LLC	\$0.00	100.00% UNDER	
<i>Midwest Contracting, LLC</i>	\$1,610,893.83	28.87% UNDER	(\$653,942.17)
John Riley Construction, Inc.	\$1,666,220.83	26.43% UNDER	
R and G Construction Co.	\$1,940,614.80	14.32% UNDER	
Landwehr Construction, Inc.	\$2,187,930.70	3.40% UNDER	
ICON, LLC.	\$2,353,862.80	3.93% OVER	
A&C Excavating, LLC	\$2,513,998.83	11.00% OVER	

Report Date 11/19/2024 11/19/2024

Project Location Map Redwood County, MN

SAP 064-599-129 Existing Br L9522 / Construct Br. 64J80
 SAP 064-599-133 Existing Br L9348 / Construct Br. 64J92
 SAP 064-599-135 Existing Br L9886 / Construct Br. 64J91
 SAP 064-599-136 Existing Br L6933 / Construct Br. 64J93



Roads

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

Boundaries

- Cities
- Townships
- Counties

Water

- Lakes
- Rivers

Created by Redwood County GIS Specialist 1/24/2017 using data created by Redwood County. This map is for informational purposes only. Redwood County is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Authorize Board Chair and Administrator to sign Construction Contract 24-8		estimated time needed:	5 minutes
Board Action: <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Authorize County Board Chair and County Administrator to sign awarded construction contract 24-8 for projects SAP 064-599-129, SAP 064-599-133, SAP 064-599-135 and SAP 064-599-136; Bridge replacements pending obtaining signatures from the awarded Contractor and county attorney approval.

Background Information:

This project consists of bridge replacements, approach grading, and aggregate surfacing at four locations; SAP 064-599-129 on Ocean Ave, SAP 064-599-133 on Porter Ave, SAP 064-599-135 on 170th St and SAP 064-599-136 on Harvest Ave.

This project is funded with a combination of Town Bridge funds, Special Town Bridge funds, Bridge Bonds, and Local Township funds.

The anticipated start date is May 1, 2025 with completion on or before September 15, 2025.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/19/24

Date Requestor Requires Review Completion: 12/2/24

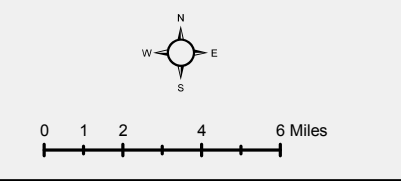
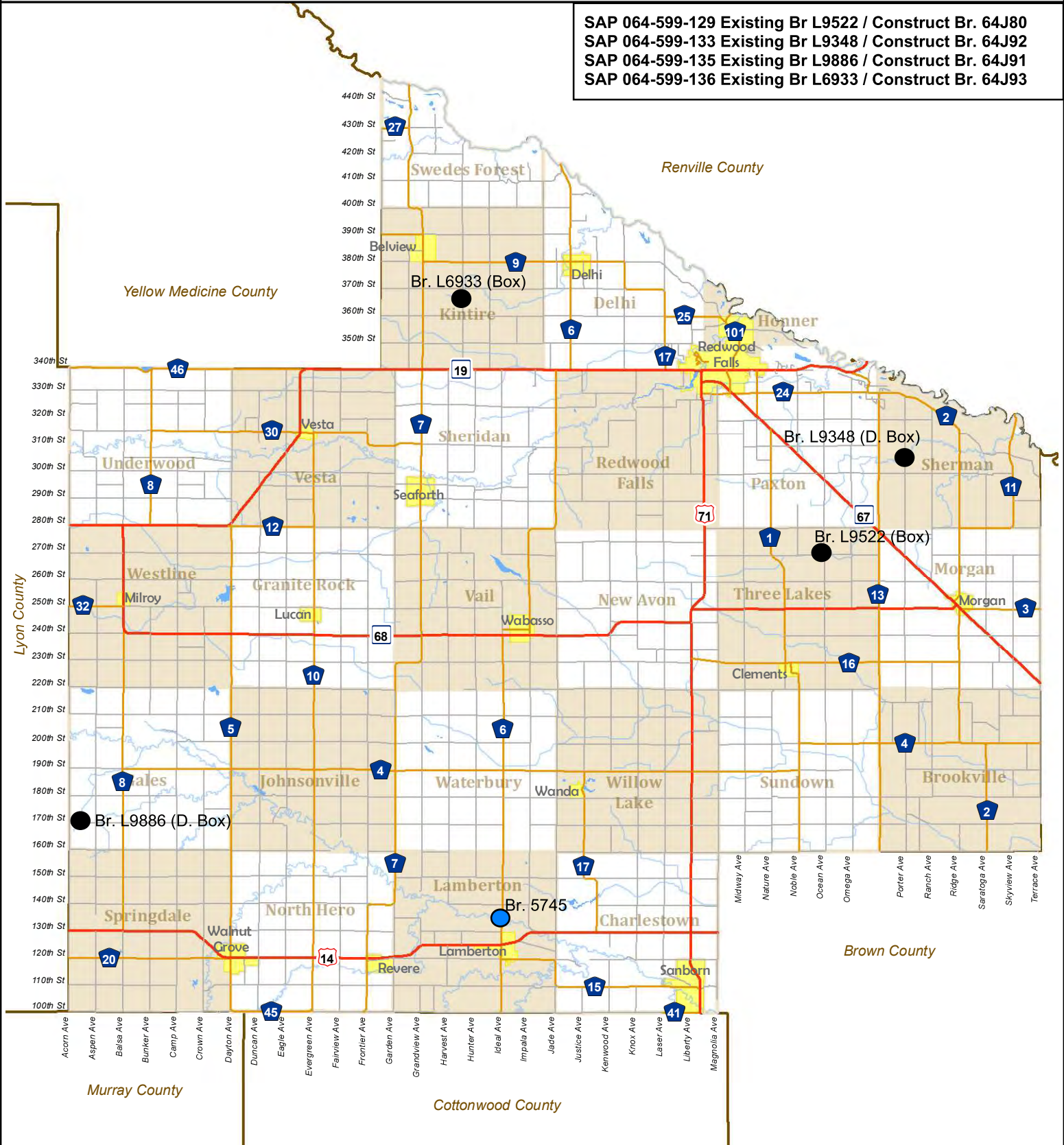
Administrators Comments:

Reviewed by Administrator: Yes No

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

Project Location Map Redwood County, MN

SAP 064-599-129 Existing Br L9522 / Construct Br. 64J80
 SAP 064-599-133 Existing Br L9348 / Construct Br. 64J92
 SAP 064-599-135 Existing Br L9886 / Construct Br. 64J91
 SAP 064-599-136 Existing Br L6933 / Construct Br. 64J93



Roads	Boundaries	Water
— Federal and State	 Cities	 Lakes
— County State Aid	 Townships	— Rivers
— All other County and Township	 Counties	

Created by Redwood County GIS Specialist 1/24/2017 using data created by Redwood County. This map is for informational purposes only. Redwood County is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Approve signature of SAP 064-599-129 bridge grant agreement with MnDOT		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Authorize County Board Chair and County Administrator to sign Three Lakes Township Bridge L9522 (SAP 064-599-129) replacement grant agreement.

Background Information:

The bridge grant agreement is needed in order to secure state bridge bond funds.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/25/2024

Date Requestor Requires Review Completion: 12/6/2024

Administrators Comments:

Reviewed by Administrator: Yes No

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

**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

Redwood County Highway Department
1820 East Bridge Street (PO Box 6)
Redwood Falls, MN 56283
Contact: Anthony Sellner, PE

RECITALS

1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$637,686.12**.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Anthony Sellner,
Redwood County Engineer,
1820 East Bridge Street,
Redwood Falls MN 56283,
507-637-4056, anthony_s@co.redwood.mn.us.

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or

material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and

the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

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GRANTEE

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

By: _____

Title: Jim Salfer, Redwood County Board Chair

Date: _____

By: _____

Title: Vicki Kletscher, Redwood County Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP MVLST Grant (SAAS Acct 329)	\$637,686.12	MVLST Grant Funds:	
Other:		Bridge Construction	\$637,686.12
			\$
			\$
	\$		\$
Subtotal	\$637,686.12	Subtotal	\$637,686.12
Public Entity Funds:		Items paid for with Non-	
Matching Funds		LBRP General Fund	
Local Match	\$20,000.00	Grant Funds:	
Other:		Ex Br. removal, non- bridge approach and erosion control	\$10,000.00
Special Town Br. Funds (SAAS Acct 75)	\$40,000.00	Engineering	\$50,000.00
	\$		\$
	\$		
Subtotal	\$60,000.00	Subtotal	\$60,000.00
TOTAL FUNDS	\$697,686.12	TOTAL PROJECT COSTS	\$697,686.12

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project.



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	<u>SAP 064-599-129</u>	Old Bridge Number	<u>L9522</u>	
	New Bridge No.	<u>64J80</u>	Over	<u>CD 64</u>	
	County of	<u>Redwood</u>	Road or Street No.	<u>270th St</u>	
	Township of	<u>Three Lakes</u>	Road or Street Name	<u>270th St</u>	
	Municipality of	<u>N/A</u>	Proposed Const Year	<u>2025</u>	
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Eligibility	Local Bridge Planning Index (LPI) <u>25</u>				
	NBI Appraisal Ratings: Deck Geometry _____ Approach Roadway <u>4</u> Waterway Adequacy <u>7</u>				
	Date of Council/Board action prioritizing this bridge <u>23DECEMBER2023</u>				
	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Prioritization	How many people are affected by this deficiency? <u>75</u> What is the ADT on this bridge? <u>50</u>				
	Describe the economic importance of replacing this bridge.				
	This load posted (12-20-20) bridge serves as a farm to market route for local businesses, and supports school bus, milk, field access, postal and emergency service routes. The bridge is located under both a N-S roadway and E-W roadway (crosses the middle of an intersection). The routes serve as a local roadways for Redwood County.				
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	(Attach additional sheets for explanation if necessary)				
	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
National Register of Historic Places link here: http://www.nps.gov/history/nr/research/					
Cost Estimate			Eligible Amount	Ineligible Amount	
	Structure Costs	\$ 662,055	\$ 0		
	Approach Costs	\$ 244,702	\$ 10,000		
	Engineering Costs	\$ 40,000	\$ 10,000		
	Total Costs	\$ 946,757	\$ 20,000		
	Total Project Cost		\$ 966,757		
_____ County/City Engineer		_____ Date			
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION				
	Replace <u>X</u>	Defer _____	Todd Broadwell District State Aid Engineer Signature	Digitally signed by Todd Broadwell Date: 2024.04.30 22:11:19 -05'00' _____ Date	
Approval	STATE AID USE ONLY		Federal-Aid	\$	
			State-Aid	\$	
			Local/Other	\$	
			Town Bridge	\$	
			Unallocated Town Bridge	\$	
			State Bridge Funds	\$	
			Total	\$	

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Approve resolution for SAP 064-599-129 Bridge Grant Agreement		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve resolution for Three Lakes Township Bridge L9522 (SAP 064-599-129) replacement grant agreement.

Background Information:

The resolution is needed for the bridge grant agreement in order to secure state bridge bond funds.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: N/A

Date Requestor Requires Review Completion: N/A

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

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

Redwood County Board of Commissioners
403 South Mill Street
P.O. Box 130
Redwood Falls, MN 56283
Phone: (507) 637-4016 Fax: (507) 637-4017
redwoodcounty-mn.us



Resolution
Local Bridge Replacement Grant Agreement
Grant Terms and Conditions
SAP 064-599-129
December 3, 2024

The following Resolution was offered by Commissioner _____ and moved for adoption at a Regular Meeting held on December 3, 2024 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No. L9522; 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 **\$637,686.12** by reason of the lowest responsible bid;

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

Seconded by Commissioner _____ and the same being put to a vote was duly carried.

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes _ Nays _

Dated this 3rd day of December, 2024

Board Chair, Redwood County

ATTEST:

Administrator, Redwood County

1st District

RICK WAKEFIELD

P.O. Box 473

Walnut Grove, MN 56180

(507) 859-2369

Rick_W@co.redwood.mn.us

2nd District

JIM SALFER

865 Pine Street

Wabasso, MN 56293

(507) 342-2431

Jim_S2@co.redwood.mn.us

3rd District

DENNIS GROEBNER

250 Center Street

Clements, MN 56224

(507) 692-2235

Dennis_G@co.redwood.mn.us

4th District

BOB VANHEE

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD

P.O. Box 235

Belview, MN 56214

(507) 430-1907

Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Approve signature of SAP 064-599-135 bridge grant agreement with MnDOT		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Authorize County Board Chair and County Administrator to sign Gales Township Bridge L9886 (SAP 064-599-135) replacement grant agreement.

Background Information:

The bridge grant agreement is needed in order to secure state bridge bond funds.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/25/2024

Date Requestor Requires Review Completion: 12/6/2024

Administrators Comments:

Reviewed by Administrator: Yes No

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

**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

Redwood County Highway Department
1820 East Bridge Street (PO Box 6)
Redwood Falls, MN 56283
Contact: Anthony Sellner, PE

RECITALS

1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$242,044.86.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Anthony Sellner, Redwood County Engineer, 1820 East Bridge Street, Redwood Falls MN 56283, 507-637-4056, anthony_s@co.redwood.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by

either Grantee or the State.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 **Termination; Suspension**

13.1 **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 **Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town,

township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which

improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

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

By: _____

Title: Jim Salfer, Redwood County Board Chair

Date: _____

By: _____

Title: Vicki Kletscher, Redwood County Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP MVLST Grant (SAAS Acct 329)	\$242,044.86	MVLST Grant Funds:	
Other:		Bridge Construction	\$242,044.86
			\$
			\$
	\$		\$
Subtotal	\$242,044.86	Subtotal	\$242,044.86
Public Entity Funds:		Items paid for with Non-	
Matching Funds		LBRP General Fund	
Local Match	\$20,000.00	Grant Funds:	
Other:		Ex Br. removal, non- bridge approach and erosion control, local match br. eligible items	\$10,000.00
		Engineering	\$50,000.00
Special Town Br. Funds (SAAS Acct 75)	\$40,000.00		\$
	\$		\$
	\$	Subtotal	\$60,000.00
Subtotal	\$60,000.00		
TOTAL FUNDS	\$302,044.86	TOTAL PROJECT COSTS	\$302,044.86

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project.

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Approve resolution for SAP 064-599-135 Bridge Grant Agreement		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve resolution for Gales Township Bridge L9886 (SAP 064-599-135) replacement grant agreement.

Background Information:

The resolution is needed for the bridge grant agreement in order to secure state bridge bond funds.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: N/A

Date Requestor Requires Review Completion: N/A

Administrators Comments:

Reviewed by Administrator: Yes No

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

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
Local Bridge Replacement Grant Agreement
Grant Terms and Conditions
SAP 064-599-135
December 3, 2024

The following Resolution was offered by Commissioner _____ and moved for adoption at a Regular Meeting held on December 3, 2024 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, Redwood County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No. L9886; 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 **\$242,044.86** by reason of the lowest responsible bid;

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

Seconded by Commissioner _____ and the same being put to a vote was duly carried.

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes _ Nays _

Dated this 3rd day of December, 2024

Board Chair, Redwood County

ATTEST:

Administrator, Redwood County

1st District
RICK WAKEFIELD
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2nd District
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5th District
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REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/2024	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Anthony Sellner, County Highway Engineer
Declare Excess Equipment		estimated time needed:	5 minutes
Board Action: <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Declare unit 5739, the 1973 401-A John Deere loader with 3588 hours as excess and authorize for sale or auction.

Background Information:

The J.D. 401-A was used as a salt sand/loader in the Lamberton Shop. Lamberton will now use a 2001 John Deere loader that already is currently in our fleet.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator: Yes No

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





REQUEST FOR BOARD ACTION

Requested Board Date: 12/3/24	Originating Dept.: EDA
Preferred 2nd Date:	
Discussion Item:	Presenter: Grady Holtberg
Approve MOU with First Children's Finance for the RCCIP program	estimated time needed: 5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve the Memorandum of Understanding with First Children's Finance (FCF) so that Redwood County may participate in the Rural Child Care Initiative Program (RCCIP)

Background Information:

On November 11, 2024, EDA Coordinator Grady Holtberg was notified by FCF that Redwood County's application for the RCCIP program had been selected for participation. FCF requires that this MOU be in place before any program activities can take place and it is hoped that the first planning meeting can take place sometime in December of 2024. Once the MOU is approved, EDA Coordinator Holtberg will schedule an initial meeting and following core team meetings with FCF.

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 ****



MEMORANDUM OF AGREEMENT

This AGREEMENT is made and entered into by and between First Children's Finance, a national nonprofit corporation; and **Redwood County**.

All parties wish to enter into an independent contractor relationship for their mutual benefit and to set forth the terms of that relationship in writing.

First Children's Finance agrees to provide consulting services as outlined below.

SERVICES TO BE PERFORMED

- Rural Child Care Innovation Program

First Children's Finance will provide selected consulting services at no cost to **Redwood County**. First Children's Finance's funding partners, including the Southwest Initiative Foundation and the MN Department of Children, Youth, and Families have provided financial support to deliver the consulting services outlined in this agreement.

COMMUNITY RESPONSIBILITIES

Redwood County agrees to participate fully in the activities outlined in this agreement. **Grady Holtberg**, Redwood County Economic Development Coordinator, will serve as the Core Team Lead on this project and represent **Redwood County** throughout the process.

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

In the event you need to reschedule a meeting please try to let First Children's Finance staff know at least 24 hours in advance. **Redwood County** and First Children's Finance staff agree to make every effort to be prepared and on time to all scheduled appointments.



DATA AND EVALUATION

First Children's Finance's funding partners have provided financial support that allows First Children's Finance to provide the consulting services outlined in this agreement at no cost to **Redwood County**. Since the community consulting services that First Children's Finance is providing are at no monetary cost to **Redwood County**, we acknowledge that data is a form of currency or exchange.

CONFIDENTIALITY

First Children's Finance understands the work is of a confidential nature and any information First Children's Finance has access to as a result of this Agreement may contain confidential information. First Children's Finance agrees to hold that information in confidence, discussing it only with the appropriate First Children's Finance staff, funders, and the **Redwood County RCCIP Core Team**. Your information will be shared on a community level or aggregated with other communities for benchmarking, information, and as a performance measurement tool.

LIMITED RIGHT TO USE

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

AGREEMENT TERM AND TERMINATION

This agreement shall be effective as of **11/11/2024** and shall continue through **11/30/2026**. This Agreement may be extended beyond the term end date by the mutual agreement of all parties, which may incur additional fees. This Agreement may be terminated by any party providing ten (10) days written notice to the others.

INDEPENDENT CONTRACTOR

First Children's Finance will furnish business & community consulting services as an independent contractor and not as an employee of the Funder(s) or **Redwood County**.



HOLD HARMLESS

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

CONTACTS

Questions or concerns regarding this agreement and/or the work of First Children's Finance described in this agreement may be directed to: **Trisha Lien, Business Development Manager, phone: 320-288-2775, email: trishal@firstchildrenfinance.org.**


Questions or concerns regarding **Redwood County** in this project may be directed to:

name: **Grady Holtberg**
email: **grady_h@co.redwood.mn.us**
phone: **507-401-5062**


This instrument constitutes the entire agreement between First Children's Finance and **Redwood County**. This agreement may be modified in writing by mutual consent of the contracted parties.

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

Signature: _____
Date: _____
Printed Name: _____
Title: _____
Business: _____

Signature:  _____
Date: 11/11/2024
Printed Name: Trisha Lien
Title: Business Development Manager
Business: First Children's Finance

APPROVED AS TO FORM
Redwood County Attorney's Office

By:  _____
Title: Assistant Redwood County Attorney
Date: 11.21.2024



REQUEST FOR BOARD ACTION

Requested Board Date:	December 3, 2024	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:		Presenter:	RRRSWA Board members/Vicki K
Environmental Assessments		estimated time needed:	5 min
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Adopt Redwood County Environmental/RRRSWA Assessment, effective January 1, 2025

Background Information:

RRRSWA is a JPA responsible for solid waste management in both Redwood and Renville Counties and each have been assessing a solid waste fee based on a parcel's perceived ability to produce solid waste. Redwood and Renville have variations in how the assessment is imposed and in 2022, RRRSWA Board directed staff to provide a mechanism for consistent application of the assessment across both counties. The assessment in both counties shall be titled "Env Assessment (RRRSWA)" and shall not be tied to a property's perceived ability to produce waste.

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 attached schedule will be incorporated into the Redwood County Fee schedule. The RRRSWA Board members and I will highlight the changes that are being implemented.

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

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ENVIRONMENTAL ASSESSMENTS (RRRSWA)

WHEREAS, the Redwood/Renville Regional Solid Waste Authority (RRRSWA) is a joint powers entity responsible for solid waste management in both Redwood and Renville counties and the RRRSWA Board adopted a resolution on November 12, 2024 recommending a new environmental / solid waste assessment fee schedule.

NOW, THEREFORE, BE IT RESOLVED, that the assessment charged shall be titled "Env Assessment (RRRSWA)" and shall not be tied to a property's perceived ability to produce waste.

BE IT FURTHER RESOLVED, that the annual assessment effective January 1, 2025 shall be as follows and shall continue to be assessed annually until formally changed by resolution:

- Agricultural/Residential properties (which may be comprised of multiple contiguous parcels that make up a single residence) shall be assessed a single \$68 fee.
- City, County, State and Federal properties with a structure shall each be assessed a \$45 fee.
- Cemeteries with a structure shall be assessed a \$31 fee.
- Manufactured home parks shall be assessed a \$86 fee.
- Individual manufactured and modular homes shall be assessed a \$68 fee.
- Individual church properties with a structure shall each be assessed a \$68 fee.
- Charitable Institutions (code 931) shall each be assessed a \$45 fee.
- All other properties with a structure (including schools, apartments, nursing homes, HRA-owned properties, and hospitals) shall be assessed based on the market value of the property:

	Current	New
○ 1 to 50,000	\$86	\$86
○ 50,001 to 150,000	\$110	\$120
○ 150,001 to 300,000	\$151	\$168
○ 300,001 to 500,000	\$191	\$235
○ 500,001 to 750,000	\$261	\$329
○ 750,001 to 1,000,000	\$343	\$461
○ 1,000,001 to 1,500,000	\$454	\$645
○ 1,500,001 to 3,000,000	\$599	\$903
○ 3,000,001 to 5,000,000	\$791	\$1,264
○ 5,000,001 to 99,999,999	\$791	\$1,770

BE IT FURTHER RESOLVED, that these fees shall be administered by the County Assessor based on the classification and value of the property. Appeals of this assessment shall be made on a form provided by RRRSWA and reviewed by the RRRSWA Executive Board for evaluation and consideration, based on the criteria stated above.

BE IT FURTHER RESOLVED, that tax forfeited parcels shall have the past year's uncollected assessments abated.

1st District

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2nd District

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The foregoing Resolution was adopted by the Redwood County Board of Commissioners on the 3rd day of December, 2024.

Jim Salfer, Chair
Redwood County Board of Commissioners

Vicki Knobloch-Kletscher
County Administrator

1st District

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REQUEST FOR BOARD ACTION

Requested Board Date:	December 3, 2024	Originating Dept.:	Environmental
Preferred 2nd Date:			
Discussion Item:		Presenter:	Vicki
Memorandums of Understanding regarding ARPA funds		estimated time needed:	5 minutes
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve (pending county attorney approval) and sign memorandums of understanding regarding ARPA funds dedicated to the Plum Creek Park Expansion project and the Walnut Grove water quality project.

Background Information:

This is reaffirming money the board already dedicated to these two projects from Redwood County's ARPA funds. The memorandums are necessary to hold the funds for two additional years (till the end of 2026). Otherwise, the funds will be returned to the federal government at the end of 2024. The memorandums restate the amounts already encumbered by the board and do not add any new funds. The amount for the Park project is \$90,000.00 and the amount for the Walnut Grove project is \$46,000.00.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/19/24

Date Requestor Requires Review Completion: 11/27/24

Administrators Comments:

Reviewed by Administrator: Yes No

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

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Redwood County Board of Commissioners

and

Plum Creek Park

This is an agreement between Redwood County Board of Commissioners, hereinafter called the Board and Plum Creek Park, hereinafter called the Park.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Plum Creek Park beach improvement project, including beach, access, restroom, parking lot, and playground improvements (hereinafter called the Project).

In particular, this MOU is intended to:

- Establish the Board's (and by extension, Redwood County's) guarantee to complete the Project pursuant to the grant agreement with Greater Minnesota Parks & Trails (GMPT).
- Dedicate and encumber \$90,949.00 of ARPA (hereinafter called ARPA) funds received by Redwood County to the Project.
- Confirm the Park's dedication to getting the Project completed within the grant timeline and budget.

II. BACKGROUND

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Project.

The Board has agreed to provide \$90,949.00 of ARPA funds to the Park for the purpose of the Project.

The Park has the authority to carry out the Project as outlined in the Park Improvement Project Plan.

The Board and the Park are entering into this MOU to ensure that the ARPA funds are expended in compliance with applicable guidelines and the Project is executed as planned.

III. THE BOARD’S RESPONSIBILITIES UNDER THIS MOU

The Board shall undertake the following activities:

- Encumber and provide \$90,949.00 of ARPA funds toward completion of the Project
- Act as fiscal host for the Project
- Support Park staff’s work on the Project

IV. THE PARK’S RESPONSIBILITIES UNDER THIS MOU

The Park shall undertake the following activities:

- Provide supervision over the course of the project
- Make periodic progress reports to the Board
- Work with the County Auditor to keep a detailed accounting of the expenditure of funds on the project
- Comply with all applicable grant requirements

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The Board will encumber and provide \$90,949.00 of ARPA funds toward the Project
2. The Board, via the County Auditor, will act as fiscal host for the project funds
3. Park staff will supervise the planning and construction of the project
4. Park staff will keep a detailed accounting of Project expenses

VI. OVERSIGHT AND MONITORING

The Board reserves the right to inspect the project site and review the Park’s records to ensure that the funds are being used in compliance with this MOU. The Park agrees to cooperate fully with such oversight activities and provide access to relevant documentation upon request.

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of the Board and the Park authorized officials. It shall be in force from November 19, 2024 to December 31, 2026.

The Board and the Park indicate agreement with this MOU by their signatures.

Signatures and dates:

Redwood County Board of Commissioners
Jim Salfer, Chair

Plum Creek Park
Nick Brozek, Park Director

Date

Date

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Redwood County Board of Commissioners

and

Plum Creek Park

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1. The Board will encumber and provide \$90,949.00 of ARPA funds toward the Project
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This MOU shall be effective upon the signature of the Board and the Park authorized officials. It shall be in force from November 19, 2024 to December 31, 2026.

The Board and the Park indicate agreement with this MOU by their signatures.

Signatures and dates:

Redwood County Board of Commissioners
Jim Salfer, Chair

Plum Creek Park
Nick Brozek, Park Director

Date

Date



REQUEST FOR BOARD ACTION

Requested Board Date:	December 3, 2024	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Presenter: Vicki K estimated time needed:		
MN DOR Agreement for Collection of Local Transit Sales and Use Tax			
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Agreement between Minnesota Department of Revenue and Redwood County for Collection of a Local Transit Sales and Use Tax

Background Information:

Board enacted Local Option Sales Tax effective April 1, 2019, entered into agreement with DOR February 19, 2019 to administer, collect and enforce Redwood County taxes. DOR reviewed amounts being deducted to reimburse the Department for the administrative costs and determined that more money is being collected than originally anticipated. The current rate of 1.35% is reduced to .83% starting with payments in January 2025.

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:

Reimbursement of costs section of the agreement is the only change to the agreement, pursuant to MN Statute 297A.99 subd. 11

Reviewed by Administrator: Yes No

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



Agreement Between the Minnesota Department of Revenue and Redwood County for Collection of a Local Transit Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Redwood County transit sales tax
- Redwood County transit use tax

Laws of Minnesota Statute 297A.993 authorize the above taxes. The taxes are imposed by Redwood County Resolution dated December 20, 2018.

Administration, collection and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Redwood County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Redwood County. If the local tax revenues collected are not sufficient to cover actions taken, Redwood County must provide the department with sufficient funding to process all adjustments.

Redwood County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Redwood County further agrees to take corrective action within 90 days if notified by the department of required resolution language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Redwood County's resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Redwood County taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Redwood County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Redwood County tax jurisdiction will be registered for the Redwood County taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Redwood County taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Redwood County acknowledges that there is no cost-effective way to identify specific vendors located outside the Redwood County taxing jurisdiction who are required to be registered for Redwood County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Redwood County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Redwood County will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes, and reference the department's website link.

Returns and remittance

Vendors will collect and remit Redwood County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Redwood County. Redwood County will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Redwood County taxes as provided in this agreement. The department sends notification each month to Redwood County with the month's sales and use tax collections and the administrative fees deducted.

Reports

Upon request, the department will provide Redwood County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Redwood County must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Redwood County understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Redwood County's designated representative. Redwood County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Redwood County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Redwood County's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Redwood County's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Redwood County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Redwood County will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

The Department will review its own direct and indirect costs for administering, collecting, and auditing local taxes, and as needed adjust costs accordingly.

For each month of collection, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Redwood County will pay a flat rate of up to 1.0% of sales taxes collected to cover the administration, collection, and auditing of all local sales taxes administered by the Department. If the reimbursement of costs increases, the Department will notify Redwood County at least 180 days prior to the rate change. An updated agreement is only required when an increase to the flat rate of 1.0% is determined. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The department will provide a report to Redwood County after the last month that the tax is in effect. The report will indicate the total amount of Redwood County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Redwood County to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Redwood County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Redwood County will be notified of the final settlement.

Responsibilities

When the boundary limits for Redwood County change, it is the responsibility of Redwood County to notify and provide the department with the updated boundary information. The department will update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Redwood County updates or amends the county resolution relating to the Redwood County tax covered by this agreement, Redwood County must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Redwood County will then provide the department with a signed copy of the revised or amended resolution.

Redwood County must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Redwood County will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Redwood County to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Redwood County.

Minnesota Department of Revenue

Signature: _____

Paul Marquart
Commissioner of Revenue

Date: _____

Redwood County Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

REQUEST FOR BOARD ACTION

Requested Board Date: 12-3-24	Originating Dept.: Administration
Preferred 2nd Date:	
Discussion Item:	Presenter: Vicki K.
2025 Board Meeting Dates	estimated time needed: 5 mins
Board Action: <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Set the meeting dates for the 2025 Board meetings.

Background Information:

Supporting Documents: Attached None

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

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

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

REDWOOD COUNTY BOARD OF COMMISSIONERS

2025 REGULAR MEETING DATES

<u>January</u>	7 (Env/Hwy) Organizational 21 (Sheriff)	<u>February</u>	4 (Env/Hwy) 18 (Sheriff)
<u>March</u>	4 (Env/Hwy) 18 (Sheriff)	<u>April</u>	1 (Env/Hwy) 15 (Sheriff)
<u>May</u>	6 (Env/Hwy) 20 (Sheriff)	<u>June</u>	3 (Env/Hwy) 17 *3:00 p.m. (Sheriff) 6:00 -7:00 p.m. Board of Equalization
<u>July</u>	1 (Env/Hwy) 15 (Sheriff)	<u>August</u>	5 (Env/Hwy) 19 (Sheriff)
<u>September</u>	2 (Env/Hwy) 16 (Sheriff)	<u>October</u>	7 (Env/Hwy) 21 (Sheriff)
<u>November</u>	4 (Env/Hwy) 18 (Sheriff)	<u>December</u>	2 *4:00 p.m. (Env/Hwy) 6:00 p.m. Truth in Taxation 16 (Sheriff) (Last yearly meeting)

(Note: Bills Due Daily after the 15th)

Board meetings will generally be held the first and third Tuesday of the month at 8:30 a.m. unless otherwise stated. Bills will be paid at both meetings.

Generally, the first Tuesday of the month is designated for Environmental and Highway. The third Tuesday of the month is designated for Sheriff.

Work Sessions will be held as necessary and will take place in the afternoon of a regular meeting date.



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/24	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Newspaper Bid for 2025		
	Presenter:	Vicki Kletscher	
	estimated time needed:	5 mins	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Award newspaper publication bid to the Redwood Gazette at \$11.83 per column inch for all legal publications.

Background Information:

The bid for 2024 was \$11.83 per column inch.

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 ****

2025 BID FORM

REDWOOD COUNTY OFFICIAL NEWSPAPER

Redwood County Commissioners:

In response to your request for submission, I, on behalf of: Redwood Gazette

do hereby offer to print the legal notices described in the accompanying invitation to bid in accordance with the specifications set forth at a rate per column inch of:

\$ 11.83 per

Line length (width of column) in picas 9 p 2.56

Size of type to be used 8pt on 9pt leading

If bidder is awarded the contract, it will print the official notices at the rate bid herein for all of 2024 according to the specifications set forth in the invitation to bid and in this bid form.

Bidder certifies that they have 502 subscribers residing in Redwood County at the time this bid is submitted. This information will be used to provide the successful bidder with copies of the Redwood County Financial Statement for insertion as per the invitation to bid.

Wendy K. Hauke
Signature of Bidder

10/29/24
Date

LEGAL NOTICE

The Redwood County Board of Commissioners will receive sealed proposals for the designation of its Official Newspaper for 2025 for the publication of the delinquent tax lists, County Board proceedings, a notice of hearings with respect to county zoning matters, and all miscellaneous notices required by law to be published, as required by MS 331A. et. seq and 375.12, and the insertion of the county's annual financial statement in a publication of its paper.

Proposals will be received at the office of the County Auditor/Treasurer's Office until 10:00 a.m. on November 15, 2024, on the official bid form available from the County Administrator's Office. This may be obtained by calling 507-637-4016.

All bids received shall be opened and read aloud in the Commissioner's Board Room in the Government Center in Redwood Falls, MN at the above-referenced time and date.

The County Board reserves the right to reject any and all bids received if deemed to be in the best interest of Redwood County.

BY THE ORDER OF THE COUNTY BOARD

Vicki Kletscher
County Administrator

PROOF OF PUBLICATION

Notice ID: NCWVZWS303MME5uT
2025 Newspaper Bid

AFFIDAVIT OF PUBLICATION: #2832000

STATE OF MINNESOTA, COUNTY OF REDWOOD

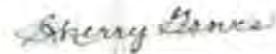
The Redwood Falls Gazette has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

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

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

10/31/2024

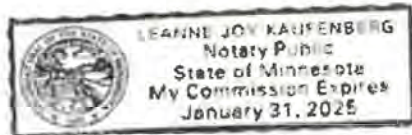
Sworn to and subscribed before on 10/31/2024.


Sherry Groves, Authorized Agent


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

Publication Cost: \$90.04
Order No: 2832000
PO #:

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.



LEGAL NOTICE

The Redwood County Board of Commissioners will receive sealed proposals for the designation of its Official Newspaper for 2025 for the publication of the delinquent tax lists, County Board proceedings, a notice of hearings with respect to county zoning matters, and all miscellaneous notices required by law to be published, as required by MS 331A, et. seq and 375.12, and the insertion of the county's annual financial statement in a publication of its paper.

Proposals will be received at the office of the County Auditor/Treasurer's Office until 10:00 a.m. on November 15, 2024, on the official bid form available from the County Administrator's Office. This may be obtained by calling 507-637-4016.

All bids received shall be opened and read aloud in the Commissioner's Board Room in the Government Center in Redwood Falls, MN at the above-referenced time and date.

The County Board reserves the right to reject any and all bids received if deemed to be in the best interest of Redwood County.

BY THE ORDER OF
THE COUNTY BOARD

Vicki Kietscher
County Administrator

Published in Redwood Falls Gazette October 31, 2024.

2832000



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/24	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Resolution designating Redwood Gazette as Official Newspaper		
	Presenter:	Vicki Kletscher	
	estimated time needed:	5 mins	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Adopt Resolution designating Redwood Gazette as official newspaper for 2025.

Background Information:

Minnesota Statute 331A requires the County to annually designate its official newspaper for publications.

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 ****

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

RESOLVED, THAT THE Redwood Gazette, a legal newspaper printed and published in the City of Redwood Falls, Redwood County, Minnesota, be and the same is hereby designated by the Board of County Commissioners of said Redwood County, Minnesota as the newspaper in which the notice and list of real estate remaining delinquent on the first working day of January 2025 shall be published.

RESOLVED FURTHER, THAT THE said Redwood County, Minnesota enter into a contract with the Redwood Gazette to print and publish as provided by law that said list of delinquent taxes at a compensation rate allowed by Section 331A of the Statutes of the State of Minnesota.

BE IT FURTHER RESOLVED, THAT THE Redwood Gazette be named the official newspaper of the County for the insertion of the annual financial statement and all printing of Commissioners' proceedings for 2025 for legal printing rates as prescribed by State Law.

STATE OF MINNESOTA

COUNTY OF REDWOOD

I, Vicki Kletscher, being the Administrator of Redwood County, Minnesota, do hereby certify that the above is a full, true, and correct copy of a Resolution duly adopted by the Board of Redwood County Commissioners on December 3, 2024.

Dated this 3rd day of December 2024.

Board Chair
Redwood County Board of Commissioners

Vicki Kletscher
County Administrator

APPROVED AS TO FORM
Redwood County Attorney's Office
By: _____
Title: Assistant Redwood County Attorney
Date: 11.18.2024

1st District

RICK WAKEFIELD

P.O. Box 473

Walnut Grove, MN 56180

(507) 859-2369

Rick_W@co.redwood.mn.us

2nd District

JIM SALFER

865 Pine Street

Wabasso, MN 56293

(507) 342-2431

Jim_S2@co.redwood.mn.us

3rd District

DENNIS GROEBNER

250 Center Street

Clements, MN 56224

(507) 692-2235

Dennis_G@co.redwood.mn.us

4th District

BOB VANHEE

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

Bob_V@co.redwood.mn.us

5th District

DAVE FORKRUD

P.O. Box 235

Belview, MN 56214

(507) 430-1907

Dave_F@co.redwood.mn.us



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/24	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Professional Service Contract with Cherry Road Media		
	Presenter:	Vicki Kletscher	
	estimated time needed:	5 mins	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Contract with Cherry Road Media to publish all legal notices for 2025.

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/17/24

Date Requestor Requires Review Completion: 11/18/24

Administrators Comments:

Reviewed by Administrator: Yes No

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

County of Redwood, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 3rd day of December 2024, by and between the County of Redwood, herein called the “County,” and Cherry Road Media, a corporation organized and existing under the laws of the State of Minnesota, located at 6 Upper Pond Road, Ste 2 Parsippany, NJ 07054, 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, Vendor shall be designated the newspaper for official publications for Redwood County, the County shall purchase said publication 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 the 2025 Official Redwood County Newspaper Invitation to Bid published October 31, 2024, and accepted by the Board of Commissioners as of December 3, 2024.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from January 1, 2025, to December 31, 2025, inclusive.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 For services satisfactorily completed in accordance with this Contract, the County shall pay Vendor in accordance with the amounts specified in Vendor’s submitted Bid Form.

F.1 INCREASE

F.1.1 No increases to the amount identified in Vendor’s Bid Form will be allowed to the Vendor during the term of this Contract.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, as indicated in Vendors Bid Form.

H.1 GUARANTEE

- H.1.1 Vendor further agrees to guarantee all services supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated 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 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$175,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- 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 \$500,000 for claims for wrongful death and each person for other claims

\$1,500,000 each occurrence
No less than \$2,000,000 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.1.4 Business Automobile Liability Insurance

J.1.4.1 \$500,000 each person
\$1,500,000 each occurrence
No less than \$2,000,000 aggregate

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Redwood 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 Professional Liability Insurance

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$1,000,000 annual aggregate.

J.1.7 Indemnification Clause

J.1.7.1 Except as may be caused by the sole negligence of the County or its employees, Vendor shall indemnify and save harmless Redwood 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.1.7.2 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 Contract keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.7.3 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 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, at any time during the contract period for failure of Vendor to perform as specified in the bid specifications, 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, 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, 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 provision 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, including the 2025 Official Record County Newspaper Invitation to Bid published October 31, 2024, and Vendor's Bid Form response are the final expression of the agreement of the parties and the



REQUEST FOR BOARD ACTION

Requested Board Date:	12/3/24	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	County-Wide Paper Quotes		
	Presenter:	Vicki Kletscher	
	estimated time needed:	5 mins	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Accept low bid for 2025 copy paper order from One Office Solution in the amount of \$5,862.25.

Background Information:

Annually Redwood County solicits quotes for the copy paper supply. Quotes are requested for Recycled content paper and non-recycled paper. A bid request was sent to One Office Solutions with one bid received for recycled paper \$10,041.15 and non- recycled paper \$5,862.25. No bid was received from Innovative Solutions.

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 Administrator

Vicki Kletscher

403 South Mill Street /P.O. Box 130

Redwood Falls, MN 56283

Phone: (507) 637-4016 Fax: (507) 637-1126

Redwoodcounty-mn.us



November 5, 2024

RE: Quote for Copy Paper Requested

Redwood County is in the process of seeking quotes for our annual copy paper order.

PLEASE NOTE: We are looking for two different paper content quotes.

1. Paper Content: 20#, 92 brightness and 30% of post-consumer recycled content:

131 - Cases of 8 ½ x 11 \$ 76.65 /case = \$ 10041.15
 (10 reams/case, Tax Exempt #8027253
 500 sheets/ream)
 Shipping/Freight Charges = \$
QUOTE TOTAL = \$ 10041.15

2. Paper Content: 20#, 92 brightness with NO post-consumer recycled content:

131 - Cases of 8 ½ x 11 \$ 44.75 /case = \$ 5862.25
 (10 reams/case, Tax Exempt #8027253
 500 sheets/ream)
 Shipping/Freight Charges = \$
QUOTE TOTAL = \$ 5862.25

Quote submitted by:

11-7-2024

Signed:

Tom Bremer one office solution

Please complete this form and mail or email your quotes by Tuesday, November 12, 2024, to:

Redwood County Administrator's Office

Phone: 507-637-4016

Attn: Sierra Fluck

Email: sierra_f@co.redwood.mn.us

P.O. Box 130

Redwood Falls, MN 56283

Sierra Fluck

Michelle Koenig

Administrative Assistant

Human Resources Director

Sierra_f@co.redwood.mn

Michelle_k@co.redwood.mn.us

Redwood County Board of Commissioners

403 South Mill Street

P.O Box 130

Redwood Falls, MN 56283

Phone: (507) 637-4016 Fax: (507) 637-4017

redwoodcounty-mn.us



PRESENT:

ABSENT:

INTRODUCED:

VOTED:

SECOND:

Aye:

Nay:

RESOLUTION

BE IT HEREBY RESOLVED, by the Board of Commissioners for Redwood County, that the 2025 property tax levies for Redwood County Funds be set as follows:

REVENUE FUND	\$9,494,500
HUMAN SERVICES FUND.....	3,381,816
PUBLIC HEALTH FUND	235,231
ROAD AND BRIDGE FUND	3,588,132
BUILDING FUND	250,000
DEBT SERVICE FUND	1,973,884
REGIONAL LIBRARY	109,323

BE IT FURTHER RESOLVED, that the 2025 Redwood County property tax levy be certified to the Redwood County Auditor-Treasurer at \$19,146,040.

BE IT FURTHER RESOLVED, that the 2025 Redwood County adjusted property tax levy be set at \$18,240,041, a 6.1 % change from the 2024 adjusted tax levy of \$17,197,510.

ADOPTED, this 3rd day of December, 2024.

Jim Salfer, Chair
Redwood County Board of Commissioners

ATTEST: Vicki Kletscher
County Administrator

1st District
RICK WAKEFIELD
P.O. Box 473
Walnut Grove, MN 56180
(507) 859-2369
Rick_W@co.redwood.mn.us

2nd District
JIM SALFER
865 Pine Street
Wabasso, MN 56293
(507) 342-2431
Jim_S2@co.redwood.mn.us

3rd District
DENNIS GROEBNER
250 Center Street
Clements, MN 56224
(507) 692-2235
Dennis_G@co.redwood.mn.us

4th District
BOB VANHEE
503 Fallwood Road
Redwood Falls, MN 56283
(507) 616-1000
Bob_V@co.redwood.mn.us

5th District
DAVE FORKRUD
P.O. Box 235
Belview, MN 56214
(507) 430-1907
Dave_F@co.redwood.mn.us

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



2025 BUDGET RESOLUTION

Present:

Absent:

Introduced: Second:

Voted: Aye:

Nay:

RESOLUTION:

WHEREAS, the Redwood County Board of Commissioners has reviewed the proposed 2025 budget with the Redwood County Department Heads to discuss budgets proposed for the staffing, supplies, and general operation of their departments during Calendar year 2024 and;

WHEREAS, the Redwood County Board of Commissioners has subsequently reviewed each of the departmental budgets in relationship to the amounts needed from the 2025 Property Tax Levy, and;

NOW, THEREFORE, BE IT RESOLVED, that the Redwood County Board of Commissioners does hereby adopt the 2025 Redwood County Budgeted Revenues and Expenditures as attached:

ADOPTED, this 3rd day of December 2024.

Jim Salfer, Chair
Redwood County Board of Commissioners

ATTEST: Vicki Knobloch
County Administrator

1st District
RICK WAKEFIELD
P.O. Box 473
Walnut Grove, MN 56180
(507) 859-2369
Rick_W@co.redwood.mn.us

2nd District
JIM SALFER
865 Pine Street
Wabasso, MN 56293
(507) 342-2431
Jim_S2@co.redwood.mn.us

3rd District
DENNIS GROEBNER
250 Center Street
Clements, MN 56224
(507) 692-2235
Dennis_G@co.redwood.mn.us

4th District
BOB VANHEE
503 Fallwood Road
Redwood Falls, MN 56283
(507) 616-1000
Bob_V@co.redwood.mn.us

5th District
DAVE FORKRUD
P.O. Box 235
Belview, MN 56214
(507) 430-1907
Dave_F@co.redwood.mn.us

***** Redwood County *****
BUDGETARY APPROVAL REPORT



Budget: 2025 BUDGET (ORIGINAL) ORIG

*** Redwood County ***



BUDGETARY APPROVAL REPORT
1 - GENERAL

	BUDGETED AMOUNTS
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REVENUE	
PROPERTY TAXES	\$ 9,020,664
OTHER TAXES	13,000
SPECIAL ASSESSMENTS	27,968
LICENSES & PERMITS	50,005
PAYMENT IN LIEU OF TAXES	284,378
DISPARITY REDUCTION CREDIT	22,151
POLICE AID	138,561
LOCAL HOMELESS PREVENTION AID	16,940
COUNTY PROGRAM AID	1,105,533
E-911	177,000
MARKET VALUE CREDIT	201,132
CASINO CREDIT	75,500
IGR - REIM FOR SERVICES - PUB SFTY	196,896
IGR - REIM FOR SERVICES - CONSERVTN	400,000
MN BOARD OF WATER AND SOIL RES	86,293
MN DEPT OF NATURAL RESOURCES	92,027
MN DEPT OF VETERANS AFFAIRS	7,500
MN DEPT OF PEACE OFFICERS BOARD	12,000
MN DEPT OF CORRECTIONS	181,440
DEPARTMENT OF JUSTICE	78,572
DEPARTMENT OF HOMELAND SECURITY	575
EMERGENCY MANAGEMENT PERFORMANCE	20,029
CHARGES FOR SERVICES	822,500
EARNINGS ON INVESTMENTS	604,382
MISCELLANEOUS REVENUE	120,665
RENTAL INCOME	192,620
INSURANCE DIVIDENDS	20,000
TOTAL REVENUE	\$ 13,968,331
EXPENDITURE	
GENERAL GOVERNMENT	
COMMISSIONERS	\$ 278,148
LAW LIBRARY	8,500
COUNTY ADMINISTRATION	497,959
AUDITOR-TREASURER	492,907
ASSESSOR	623,952
LICENSE CENTER	257,104

*** Redwood County ***



BUDGETARY APPROVAL REPORT
1 - GENERAL

	<u>BUDGETED AMOUNTS</u>
ADMINISTRATOR	435,941
ELECTIONS	66,700
COMPUTER	598,158
ATTORNEY	1,147,801
RECORDER	361,971
COURTHOUSE MAINTENANCE	648,305
BUILDINGS AND PLANT	250,000
VETERAN SERVICE OFFICER	209,239
Total GENERAL GOVERNMENT	\$ 5,876,685
PUBLIC SAFETY	
SHERIFF	\$ 5,202,755
E-911 SYSTEM	124,522
CORONER	30,000
OTHER PUBLIC SAFETY	35,000
PROBATION AND PAROLE	391,145
RESTORATIVE JUSTICE	107,311
SENTENCE TO SERVE	119,120
EMERGENCY MANAGEMENT	115,666
Total PUBLIC SAFETY	\$ 6,125,519
CULTURE & RECREATION	
MUSEUM	\$ 4,500
OTHER CULTURE & RECREATION	67,600
PARKS	166,349
MINNESOTA TRAILS	92,027
Total CULTURE & RECREATION	\$ 330,476
CONSERVATION	
AGRICULTURAL INSPECTION	\$ 395,295
EXTENSION	161,712
OTHER CONSERVATION	41,604
SOIL AND WATER CONSERVATION DISTRICT	553,834
Total CONSERVATION	\$ 1,152,445
ECONOMIC DEVELOPMENT	
OTHER ECONOMIC DEVELOPMENT	\$ 11,262
Total ECONOMIC DEVELOPMENT	\$ 11,262
INTERGOVERNMENTAL - LIBRARY	
LIBRARY	\$ 109,323
Total INTERGOVERNMENTAL - LIBRARY	\$ 109,323
INTERGOVERNMENTAL - SWHHS PHS LEVY	

*** Redwood County ***



BUDGETARY APPROVAL REPORT
1 - GENERAL

	BUDGETED AMOUNTS
COMMUNITY HEALTH	\$ 235,231
Total INTERGOVERNMENTAL - SWHHS PHS LEVY	\$ 235,231
DEBT SERVICE - PRINCIPAL	
WATER QUALITY LOAN PROGRAM	\$ 8,628
Total DEBT SERVICE - PRINCIPAL	\$ 8,628
DEBT SERVICE - INTEREST	
WATER QUALITY LOAN PROGRAM	\$ 502
Total DEBT SERVICE - INTEREST	\$ 502
TOTAL EXPENDITURE	\$ 13,850,071
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ 118,260
OTHER SOURCES(USES)	
OPERATING TRANSFERS OUT	\$ (326,376)
TOTAL OTHER SOURCES(USES)	\$ (326,376)
PLANNED CHANGES TO FUND BALANCE	\$ (208,116)

*** Redwood County ***



BUDGETARY APPROVAL REPORT
3 - ROAD AND BRIDGE

	BUDGETED AMOUNTS
REVENUE	
PROPERTY TAXES	\$ 3,493,079
OTHER TAXES	1,534,000
LICENSES & PERMITS	24,800
MAINTENANCE REGULAR	2,493,842
CONSTRUCTION REGULAR	3,739,072
MAINTENANCE MUNICIPAL	358,911
CONSTRUCTION MUNICIPAL	538,123
TOWN BRIDGE	995,681
SPECIAL TOWN BRIDGE	1,514,500
DISPARITY REDUCTION CREDIT	9,430
MARKET VALUE CREDIT	85,628
TOWN ROAD	720,556
IGR - REIM FOR SERVICES - HIGHWAY	89,845
MN DEPT OF TRANSPORTATION	3,607,609
HIGHWAY PLANNING AND CONSTRUCTION	446,344
DISASTER GRANTS	50,000
CHARGES FOR SERVICES	12,089
MISCELLANEOUS REVENUE	158,367
TOTAL REVENUE	\$ 19,871,876
EXPENDITURE	
HIGHWAY ADMINISTRATION	
ROAD & BRIDGE ADMINISTRATION	\$ 694,725
Total HIGHWAY ADMINISTRATION	\$ 694,725
HIGHWAY MAINTENANCE	
HIGHWAY MAINTENANCE	\$ 4,505,379
Total HIGHWAY MAINTENANCE	\$ 4,505,379
HIGHWAY CONSTRUCTION	
HIGHWAY CONSTRUCTION & ENGINEERING	\$ 12,224,323
Total HIGHWAY CONSTRUCTION	\$ 12,224,323
HIGHWAY EQUIPMENT AND MAINT SHOPS	
EQUIPMENT MAINTENANCE & SHOP	\$ 1,170,642
Total HIGHWAY EQUIPMENT AND MAINT SHOPS	\$ 1,170,642
INTERGOVERNMENTAL - TOWN ROAD DIST	
HIGHWAY MAINTENANCE	\$ 720,556
Total INTERGOVERNMENTAL - TOWN ROAD DIST	\$ 720,556

*** Redwood County ***



BUDGETARY APPROVAL REPORT
3 - ROAD AND BRIDGE

	<u>BUDGETED AMOUNTS</u>
DEBT SERVICE - PRINCIPAL	
HIGHWAY CONSTRUCTION & ENGINEERING	\$ 325,000
Total DEBT SERVICE - PRINCIPAL	\$ 325,000
DEBT SERVICE - INTEREST	
HIGHWAY CONSTRUCTION & ENGINEERING	\$ 196,525
Total DEBT SERVICE - INTEREST	\$ 196,525
TOTAL EXPENDITURE	\$ 19,837,150
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ 34,726
OTHER SOURCES(USES)	
OPERATING TRANSFERS IN	\$ 326,376
PROCEEDS FRM SALE OF CAPITAL ASSETS	35,000
TOTAL OTHER SOURCES(USES)	\$ 361,376
PLANNED CHANGES TO FUND BALANCE	\$ 396,102

*** Redwood County ***



BUDGETARY APPROVAL REPORT
5 - HUMAN SERVICES

	<u>BUDGETED AMOUNTS</u>
REVENUE	
PROPERTY TAXES	\$ 3,298,912
DISPARITY REDUCTION CREDIT	8,224
OUT OF HOME PLACEMENT AID	51,192
NATIONAL OPIOID SETTLEMENT	50,000
MARKET VALUE CREDIT	74,680
TOTAL REVENUE	\$ 3,483,008
EXPENDITURE	
INTERGOVERNMENTAL - SWHHS - HS LEVY	
**** HUMAN SERVICES ****	\$ 3,483,008
Total INTERGOVERNMENTAL - SWHHS - HS LEVY	\$ 3,483,008
TOTAL EXPENDITURE	\$ 3,483,008
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$
PLANNED CHANGES TO FUND BALANCE	\$

*** Redwood County ***

BUDGETARY APPROVAL REPORT
13 - EDA



	<u>BUDGETED AMOUNTS</u>
REVENUE	
PROPERTY TAXES	\$ 110,406
DISPARITY REDUCTION CREDIT	273
STATEWIDE AFFORDABLE HOUSING AID	38,566
MARKET VALUE CREDIT	2,475
TOTAL REVENUE	\$ 151,720
EXPENDITURE	
ECONOMIC DEVELOPMENT	
OTHER ECONOMIC DEVELOPMENT	\$ 334,086
Total ECONOMIC DEVELOPMENT	\$ 334,086
TOTAL EXPENDITURE	\$ 334,086
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (182,366)
PLANNED CHANGES TO FUND BALANCE	\$ (182,366)

*** Redwood County ***

BUDGETARY APPROVAL REPORT
15 - DITCH



	<u>BUDGETED AMOUNTS</u>
EXPENDITURE	
CONSERVATION	
DITCH MAINTENANCE	\$ 2,077,048
Total CONSERVATION	\$ 2,077,048
TOTAL EXPENDITURE	\$ 2,077,048
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (2,077,048)
PLANNED CHANGES TO FUND BALANCE	\$ (2,077,048)

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



**BUDGETARY APPROVAL REPORT
22 - SOLID WASTE**

	BUDGETED AMOUNTS
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REVENUE	
SPECIAL ASSESSMENTS	\$ 620,154
LICENSES & PERMITS	2,000
IGR - REIM FOR SERVICES-SANITATION	155,000
MN DEPT OF POLLUTION CONTROL	72,440
MISCELLANEOUS REVENUE	300
TOTAL REVENUE	\$ 849,894
EXPENDITURE	
SOLID WASTE	
SOLID WASTE	\$ 4,500
Total SOLID WASTE	\$ 4,500
HAZARDOUS WASTE	
HAZARDOUS WASTE	\$ 1,200
Total HAZARDOUS WASTE	\$ 1,200
INTERGOVERNMENTAL - RRRSWA ASSESSMT	
RRRSWA JOINT POWERS	\$ 692,594
Total INTERGOVERNMENTAL - RRRSWA ASSESSMT	\$ 692,594
DEBT SERVICE - PRINCIPAL	
RRRSWA JOINT POWERS	\$ 130,000
Total DEBT SERVICE - PRINCIPAL	\$ 130,000
DEBT SERVICE - INTEREST	
RRRSWA JOINT POWERS	\$ 24,250
Total DEBT SERVICE - INTEREST	\$ 24,250
DEBT SERVICE - ADMIN (FISCAL) CHGS	
RRRSWA JOINT POWERS	\$ 750
Total DEBT SERVICE - ADMIN (FISCAL) CHGS	\$ 750
TOTAL EXPENDITURE	\$ 853,294
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (3,400)

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

**BUDGETARY APPROVAL REPORT
22 - SOLID WASTE**



	BUDGETED AMOUNTS
PLANNED CHANGES TO FUND BALANCE	<u>\$(3,400)</u>

*** Redwood County ***



BUDGETARY APPROVAL REPORT
31 - DEBT SERVICE

	<u>BUDGETED AMOUNTS</u>
REVENUE	
PROPERTY TAXES	\$ 1,925,951
DISPARITY REDUCTION CREDIT	4,755
MARKET VALUE CREDIT	43,178
IGR - REIM FOR SERVICES - GEN GVT	4,706
TOTAL REVENUE	\$ 1,978,590
EXPENDITURE	
DEBT SERVICE - PRINCIPAL	
DEBT SERVICE	\$ 990,000
Total DEBT SERVICE - PRINCIPAL	\$ 990,000
DEBT SERVICE - INTEREST	
DEBT SERVICE	\$ 752,544
Total DEBT SERVICE - INTEREST	\$ 752,544
DEBT SERVICE - ADMIN (FISCAL) CHGS	
DEBT SERVICE	\$ 2,321
Total DEBT SERVICE - ADMIN (FISCAL) CHGS	\$ 2,321
TOTAL EXPENDITURE	\$ 1,744,865
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ 233,725
PLANNED CHANGES TO FUND BALANCE	\$ 233,725