

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 2, 2025
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.**

4:00 p.m.

- Call to Order; Pledge of Allegiance
- Open Forum
- Review and approve December 2nd meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
 - November 18th minutes
 - Bills

4:00 p.m.

- **EMPLOYEE RECOGNITION**
 - 1) David Petty- Highway Maintenance Specialist – 5 years of Service with Redwood County

4:05 p.m.

- **SHERIFF**
Jason Jacobson
 - 1) LEC Copy Machine Lease
 - 2) Arvig Lease

4:15 p.m.

- **ROAD & BRIDGE**
Nick Klisch
 - 2) Budget Report
 - 3) Bills
 - 4) Resolution CSAH 4 LRIP Application
 - 5) Surplus Property Donation
 - 6) Uniform and shop supply Contract
 - 7) Final Pay request for Construction Contracts

4:30 p.m.

- **ECONOMIC DEVELOPMENT**
Grady Holtberg
 - 1) EDA Board updates

4:45 p.m.

- **RECORDER**
Amy Gewerth
 - 1) Copier Purchase Agreement with Marco

4:50 p.m.

- **MAINTENANCE**
Loren Gewerth
 - 2) Cellular dialer
 - 3) Summit Fire Protection Contract Amendment

5:00 p.m.

- **BREAK**

5:10 p.m.

- **PLANNING & ZONING**
Jeanette Pidde
 - 1) Extraction Interim Use Permit #11-25- K. Christensen
 - 2) Extraction Interim Use Permit #1-22- L & S Construction

5:20 p.m.

- **ADMINISTRATION**
 - 3) 2026 Tobacco License Application
 - 4) 2026 Liquor License Application
 - 5) HR Technical Assistance Program
 - 6) 2025 Board Meeting Dates
 - 7) Newspaper Bid for 2026
 - 8) Resolution designating Redwood Gazette as Official Newspaper
 - 9) Professional Service Contract with Cherry Road Media
 - 10) FY26 Snowmobile Grant Agreement
 - 11) Area II amended JPA – pending County Attorney approval

Personnel Action Items:

- 1) Recruitment Summary

Commissioner Items:

Commissioners' Reports

6:00 p.m.

TRUTH IN TAXATION HEARING

- 1) 2026 Tax Levy Resolution
- 2) 2026 Budget Resolution

ADJOURN:

Agenda
Board of Commissioners
December 2, 2025

****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 2nd – 4:00 p.m. – Redwood County Board Meeting– Redwood County Government Center
Board Room

December 2nd – 6:00 p.m. – Truth in Taxation Meeting– Redwood County Government Center
Board Room

December 5th – 8:30 a.m. – JD 5 Drainage Authority Meeting– Redwood County Government Center
Board Room

December 7–10 – 2025 AMC Annual Conference– Double Tree Hote, Bloomington, MN

December 16th – 8:30 a.m. – Redwood County Board Meeting– Redwood County Government Center
Board Room

REDWOOD COUNTY, MINNESOTA

November 18, 2025

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

Present for all or portions of the meeting were Commissioners Dennis Groebner, Bob Van Hee, Jim Salfer, Corey Theis, Rick Wakefield, County Administrator Vicki Kletscher, Administrative Assistant Sierra Fluck, Auditor Treasurer Jean Price, Human Resource Director Michelle Koenig, Assistant County Attorney Marissa Pacheco, Environmental Director Nick Brozek, Redwood County Sheriff Jason Jacobson, Technology Director Paul Parsons, County Engineer Nick Klisch.

Chair Wakefield called the meeting to order asking for the Pledge of Allegiance to the Flag.

On motion by Theis, second by Groebner, the Board voted unanimously to approve the November 18th agenda.

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

CONSENT AGENDA

- On motion Salfer, second by Groebner, the Board voted unanimously to approve the following:
 - November 4th Minutes
 - Payment of bills

General Fund	\$ 487,670.71
Building Fund	\$ 21,034.00
Ditch Fund	\$ 185,015.08
Solid Waste Fund	\$ 35.00
Soil & Water	\$ 5,361.60
Debt Service Fund	\$ 550.00
EDA	\$ 154.80
R & B Fund	\$ 200.40
Insurance	\$ 436.00

○ **Bills exceeding \$2,000:**

<u>Vendor Name</u>	<u>Amount</u>
ALPHA WIRELESS COMMUNICATIONS CO	21,034.00
BOULDER CREEK INC	315,195.72
COUNTY OF BROWN	21,879.80
CR KERKHOFF INC	2,328.00
FRICKE ENVIRONMENTAL COMPANY	3,382.52
GAG SHEET METAL INC	2,387.33
GRONAU FARMS LLC	4,761.60

ISG	10,580.00
L & S CONSTRUCTION CORP	3,648.80
LITZAU FARM DRAINAGE INC	142,829.17
MARTIN LAW FIRM PLLC	3,371.20
MINNESOTA DEPARTMENT of CORRECTI	122,215.26
MN COUNTIES COMPUTER COOPERATIV	2,514.40
PETERSON COMPANY LTD	5,000.00
REDWOOD COUNTY HIGHWAY DEPT	7,708.31
THE MARKET AT REDWOOD LLC	9,799.34
UNITED COMMUNITY ACTION PARTNERS	2,616.06
63 Payments less than 2 0 0 0	19,009.74
Final Total:	700,261.25

AUDITOR-TREASURER

- On motion by Salfer, second by Theis, the Board voted unanimously to approve the following consent agenda: Cash Balance Report; Investment Summary; Budget Reports, and October 2025 Disbursements in the amount of \$4,165,273.00.
- Bills exceeding \$2,000:

<u>Vendor Name</u>	<u>Amount</u>
BLUE CROSS BLUE SHIELD OF MINNESO	61,849.58
BLUE CROSS BLUE SHIELD OF MINNESO	49,529.35
BLUE CROSS BLUE SHIELD OF MINNESO	59,441.11
BLUE CROSS BLUE SHIELD OF MINNESO	18,660.40
BLUE CROSS BLUE SHIELD OF MINNESO	15,814.97
MINNESOTA DEPARTMENT of REVENUE	67,217.64
MINNESOTA UC FUND	2,418.79
MN COMMISSION OF FINANCE	217,706.79
MN COMMISSION OF FINANCE	215,509.33
REDWOOD ELECTRIC COOPERATIVE	2,006.48
REDWOOD FALLS PUBLIC UTILITIES	3,203.86
REDWOOD FALLS PUBLIC UTILITIES	8,833.56
REDWOOD FALLS PUBLIC UTILITIES	3,441.92
STATE OF MINNESOTA	13,823.71
STATE OF MINNESOTA	51,242.98
STATE OF MINNESOTA	31,104.20
STATE OF MINNESOTA	14,820.65
STATE OF MINNESOTA	43,812.04
STATE OF MINNESOTA	52,413.98
STATE OF MINNESOTA	31,886.35
STATE OF MINNESOTA	9,512.63
STATE OF MINNESOTA	20,063.29
STATE OF MINNESOTA	31,817.30
STATE OF MINNESOTA	31,712.71
STATE OF MINNESOTA	39,892.96
STATE OF MINNESOTA	14,209.34
STATE OF MINNESOTA	23,708.33
STATE OF MINNESOTA	20,708.99
STATE OF MINNESOTA	34,488.65
STATE OF MINNESOTA	23,139.70
STATE OF MINNESOTA	16,039.57
STATE OF MINNESOTA	15,262.19
STATE OF MINNESOTA	33,788.37
STATE OF MINNESOTA	23,200.26
STATE OF MINNESOTA	41,538.35
STATE OF MINNESOTA	33,298.88
WEX LEAP	8,229.87

WEX LEAP	8,229.87
29 Payments less than 2 0 0 0	15,936.43
Final Total:	1,409,515.38

<u>Vendor Name</u>	<u>Amount</u>
FARM-RITE EQUIPMENT OF WILLMAR INC	21,353.00
5 Payments less than 2 0 0 0	3,309.63
Final Total:	24,662.63

<u>Vendor Name</u>	<u>Amount</u>
MN COMMISSION OF FINANCE	6,086.00
12 Payments less than 2 0 0 0	3,525.90
Final Total:	9,611.90

<u>Vendor Name</u>	<u>Amount</u>
PRAHM CONSTRUCTION INC	531,123.62
8 Payments less than 2 0 0 0	925.60
Final Total:	532,049.22

<u>Vendor Name</u>	<u>Amount</u>
CORELOGIC TAX SERVICE	6,077.00
MINNWEST BANK	3,620.00
SOUTHWEST HEALTH & HUMAN SERVICE	4,078.68
SOUTHWEST HEALTH & HUMAN SERVICE	58,807.75
10 Payments less than 2 0 0 0	3,217.57
Final Total:	75,801.00

<u>Vendor Name</u>	<u>Amount</u>
FARMWARD COOPERATIVE	16,198.67
2 Payments less than 2000	582.90
Final Total:	16,781.57

<u>Vendor Name</u>	<u>Amount</u>
SANBORN PLUMBING & HEATING &	20,566.69
7 Payments less than 2 0 0 0	3,584.99
Final Total:	24,151.68

<u>Vendor Name</u>	<u>Amount</u>
RDO EQUIPMENT CO	91,667.00
5 Payments less than 2 0 0 0	985.61
Final Total:	92,652.61

<u>Vendor Name</u>	<u>Amount</u>
SCHOOL DISTRICT 2190	2,586.29
SCHOOL DISTRICT 2754	81,685.91
SCHOOL DISTRICT 2884	98,920.85
SCHOOL DISTRICT 2897	657,084.91
SCHOOL DISTRICT 2898	49,197.39
SCHOOL DISTRICT 2904	10,529.57
SCHOOL DISTRICT 635	42,477.99
SCHOOL DISTRICT 640	100,435.21
SCHOOL DISTRICT 85	18,988.99
Final Total:	1,061,907.11

<u>Vendor Name</u>	<u>Amount</u>
RIVER VALLEY HEALTH & RRRSWA	13,211.24
6 Payments less than 2000	50,485.00
	3,335.69
Final Total:	67,031.93

<u>Vendor Name</u>	<u>Amount</u>
EVERSTRONG CONSTRUCTION INC	127,066.99
FARMWARD COOPERATIVE	10,209.42
NISSEN SLABJACKING INC	18,600.00
ULLAND BROTHERS INC	693,325.82
4 Payments less than 2 0 0 0	1,905.74
Final Total:	851,107.97

- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve the 2025 Classification of Tax-Forfeited Land as Conservation for City of Lamberton and the City of Morgan.

SHERIFF

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

WHEREAS, Russell Baumann wishes to donate \$100.00 to Redwood County Sheriff’s Office and;

WHEREAS, the Sheriff’s Office will utilize the donation of \$100.00 for the purpose of the K9 program and/or equipment; and

WHEREAS, the Board of Commissioners appreciates the generosity of Russell Baumann in supporting the Redwood County Sheriff’s Office;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the acceptance of \$100.00 from Russell Baumann to the Redwood County Sheriff’s Office, on behalf of the County.

- On motion by Theis, second by Groebner, the Board voted unanimously to increase the Sentence to Service hourly work rate to \$15.00 per hour.
- The Board reviewed the jail population for October 2025.
- On motion by Theis, second by Van Hee, the Board voted unanimously to approve the termination of the rental agreement upon end of current term with Anacon Leasing/A & B Business, Inc.

TECHNOLOGY

- On motion by Groebner, second by Wakefield, the Board voted unanimously to approve the Morris Electronics Service Contract for 2026 in the amount \$14,808.00.

ENVIRONMENTAL

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

Whereas, Redwood County entered into a planning Memorandum of Agreement to develop the Redwood River Comprehensive Watershed Management Plan (Plan); and

Whereas, Redwood County has been an active participant on the Redwood River One Watershed, One Plan Policy Committee (Committee) to oversee the development of the; and

Whereas, the Committee submitted the Plan for 60-day formal review on August 1, 2025 and hosted a public hearing on November 10, 2025; and

Whereas, all comments received during the 60-day review and public hearing have been addressed by the Committee; and

Whereas, the Committee recommended approval of the Plan to each of the participating boards and councils at their November 10, 2025 meeting; and

Whereas, Minnesota Statutes §103B.101, subd. 14 allows a local water management plan developed or amended, approved and adopted, according to chapter 103B to be replaced with a comprehensive watershed management plan but only to the geographic area of the Plan and consistent with the One Watershed, One Plan suggested boundary map.

Now Therefore Be it Resolved, Redwood County approves submission of the Plan to the Board of Water and Soil Resources (BWSR). Contingent on BWSR approval (according to Minnesota Statutes §103B.801 and Board Resolution #23-50, Redwood County hereby adopts and will begin implementation of the approved Plan for the area of the county identified within the Plan. The approved Plan will replace the local water management plan for that geographic area of the county within the Plan for the duration of the state approved Plan.

Be it Further Resolved after the adoption of the Plan, the county shall amend existing water and related land resources plans and official controls as necessary to conform them to Plan.

Be it Further Resolved after the adoption of the Plan or amendments to the plan, Redwood County shall notify local units of government within the Plan area. The local units of government are required to submit existing water and related land resources plans and official controls within 90 days to the county for review as per Minnesota Statutes, Section 103B.321.

Be it Further Resolved that within 180 days, the county shall review the submitted plans and official controls and identify any inconsistencies between the local plans and official controls and the Plan. Redwood County shall specify applicable and necessary measures to bring the local plans and official controls into conformance with the Plan.

Be it Further Resolved if a local unit of government disagrees with any changes to its plan, the local unit has 60 days after receiving the county's recommendations to appeal the recommendations to BWSR.

Be it Further Resolved after receiving the recommendations of the county, or a resolution of an appeal, a local unit of government has 180 days to initiate revisions to its plan or official

controls. The new or revised plans and official controls must be submitted to the county for review and recommendations.

- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the 2026 Aquatic Invasive Species Prevention Plan.

ROAD & BRIDGE

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

WHEREAS, the City of Lamberton is a city with a population under 5,000; and

WHEREAS, the City of Lamberton would like to submit a project on First Avenue for Local Road Improvement Program (LRIP) Funds; and

WHEREAS, the City of Lamberton has requested Redwood County be the sponsoring agency; and

WHEREAS, the City understands that it will be financially responsible for all costs not covered by LRIP including but not limited to consultant engineering, right of way acquisition, construction administration and inspection, utility construction, as well as construction costs above the LRIP award for all of the project; and

WHEREAS, the County will provide safe operation and maintenance of the one block portion of the project that is CSAH 106 between Main Street and Birch Street after construction;

NOW, THEREFORE BE IT RESOLVED, that Redwood County agrees to act as sponsoring agency for a Local Road Improvement Program Project identified on First Avenue and has reviewed and approved the project as proposed; and

FURTHERMORE, Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, in compliance of all applicable laws, rules and regulations; and

FURTHERMORE, that the Redwood County Highway Engineer is hereby authorized to act as agent on behalf of this applicant.

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

WHEREAS, the City of Wabasso is a city with a population under 5,000; and

WHEREAS, the City of Wabasso would like to submit a project on Front Street and Main Street for Local Road Improvement Program (LRIP) Funds; and

WHEREAS, the City of Wabasso has requested Redwood County be the sponsoring agency; and

WHEREAS, the City understands that it will be responsible for all costs not covered by LRIP including but not limited to consultant engineering, right of way acquisition, construction

administration and inspection, utility construction, as well as construction costs above the LRIP award;

NOW, THEREFORE BE IT RESOLVED, that Redwood County agrees to act as sponsoring agency for a Local Road Improvement Program Project identified on Front Street and has reviewed and approved the project as proposed; and

FURTHERMORE, Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, in compliance of all applicable laws, rules and regulations; and

FURTHERMORE, that the Redwood County Highway Engineer is hereby authorized to act as agent on behalf of this applicant.

- On motion by Van Hee, second by Wakefield, the Board voted unanimously to approve the purchase of Crafcro Roadsaver Meltable Package from Crafcro off the MN State Contract #264240 in the amount of \$0.63/pound with freight included for 2026.

COUNTY ATTORNEY

- Assistant County Attorney discussed with the Board NSP Notice of Hearing on Petition.

ADMINISTRATION

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

WHEREAS, Jerry Lonneman's 4-year term as a Commissioner on the Lincoln Pipestone Rural Water System ("LPRW") Board of Commissioners is scheduled to expire at midnight on December 31, 2025; and

WHEREAS, Joseph Weber's 4-year term as a Commissioner on the LPRW Board of Commissioners is scheduled to expire at midnight on December 31, 2025; and

WHEREAS, Rod Spronk's 4-year term as a Commissioner on the LPRW Board of Commissioners is scheduled to expire at midnight on December 31, 2025; and

WHEREAS, Rod Spronk is not eligible to be re-appointed to another term on the LPR W Board of Commissioners; and

WHEREAS, the LPR W Board of Commissioners conducted a search to replace Rod Spronk; and

WHEREAS, on September 29, 2025 the LPR W Board of Commissioners passed a Motion which recommends that Scott Wassink replace Rod Spronk on the LPR W Board of Commissioners; and

WHEREAS, on October 27, 2025 the LPRW Board of Commissioners passed a Motion which recommends that Jerry Lonneman be re-appointed to another 4 year term on the LPR W Board of Commissioners; and

WHEREAS, on October 27, 2025 the LPR W Board of Commissioner passed a Motion which recommends that Joseph Weber be re-appointed to another 4-year term on the LPRW Board of Commissioners; and

WHEREAS, the County Board of Commissioners believe that Jerry Lonneman, Joseph Weber, and Scott Wassink are all qualified to act as Commissioners on the LPRW Board of Commissioners and are all worthy of appointment to said position.

BE IT NOW RESOLVED, that the Redwood County Board of Commissioners hereby recommends that Jerry Lonneman, Joseph Weber, and Scott Wassink be appointed to the Lincoln Pipestone Rural Water System Board of Commissioners pursuant to and provided for by Minnesota Statutes § 116A et seq. for a 4 year term which shall commence on January 1, 2026 and shall expire at midnight on December 31, 2029.

- On motion by Theis, second by Salfer, the Board voted unanimously to approve the 2026 Liquor License Application for Vic's Wild West Grill and Grandview Valley Winery Inc.
- On motion by Groebner, second by Theis, the Board voted unanimously to approve the 2026 Tobacco License Applications for SAI in Morgan, Expressway in Sanborn, and Farmer's Cooperative Association of in Milroy.
- On motion by Groebner, second by Van Hee, the Board voted unanimously to Set the Public Hearing for the adoption of the amended Cannabis Ordinance for December 16, 2025, at 9:00 a.m.

Personnel

- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve the hiring of Mandy Rathman as Full Time Dispatcher for the Sheriff's Department on 2025 LELS-Non Licensed salary schedule grade Dispatcher/Step 1 at \$23.19 effective December 8, 2025 and Acknowledged the retirement of Joel Bill Full-Time Deputy 2 Investigator for the Sheriff's Department, effective February 27, 2026.

COMMISSIONERS

- The Board discussed the Shotgun Zone Repeal for Deer Hunting

Salfer: JD 5 Brown Co., Negotiations, Southwest Adult Mental Health, Western Mental Health, Shotgun Zone Public Forum

Wakefield: JD 5 Brown, Negotiations, Shotgun Zone Public Forum, Redwood-Cottonwood Rivers Control Area/Area II.

Groebner: Redwood Renville Regional Solid Waste Authority, Shotgun Zone Public Forum, Soil & Water Conservation District

Theis: JD5 Brown, Redwood Renville Regional Solid Waste Authority, Shotgun Zone Public Forum

Van Hee: Prime West, EDA, Southwest Regional Development Commission

ADJOURN

- There being no further business, Chair Wakefield declared the meeting adjourned at 10:31 a.m.

Rick Wakefield, Chair
Board of County Commissioners

Attest: _____
Vicki Kletscher
County Administrator

*** Redwood County ***



RACHELW
11/26/25 3:34PM

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			
3402	ASSN OF MN COUNTIES						
2	01-002-000-0000-6242		100.00	REG @ 2025 DISTRICT 8 - JS.RW 10/23/2025 10/23/2025	85484.85.86	DUES & REGISTRATION FEES	N
	3402 ASSN OF MN COUNTIES		100.00	1 Transactions			
24587	FARM & HOME PUBLISHERS LTD						
31	01-002-000-0000-6401		135.00	2026 PLAT BOOKS - COMMISSIONER 10/27/2025 10/27/2025	53149	OFFICE SUPPLIES & EQUIPMENT MAI	N
	24587 FARM & HOME PUBLISHERS LTD		135.00	1 Transactions			
2	DEPT Total:		235.00	COMMISSIONERS	2 Vendors	2 Transactions	
31	DEPT			COUNTY ADMINISTRATION			
13055	COLUMN SOFTWARE PBC						
9	01-031-000-0000-6230		195.29	11/04 BOARD MIN, PUBLIC HEAR 11/21/2025 11/21/2025	1F46724E-0085.0086	PRINTING & PUBLISHING	N
	13055 COLUMN SOFTWARE PBC		195.29	1 Transactions			
15558	DIEBOLD LAW FIRM LLC						
22	01-031-000-0000-6266		450.00	2025 OCT - SR FA25376 10/01/2025 10/20/2025	103125SR	COURT APPOINTED ATTORNEYS	Y
	15558 DIEBOLD LAW FIRM LLC		450.00	1 Transactions			
24587	FARM & HOME PUBLISHERS LTD						
28	01-031-000-0000-6401		135.00	2026 PLAT BOOKS - AT 10/27/2025 10/27/2025	53149	OFFICE SUPPLIES & EQUIPMENT MAI	N
	24587 FARM & HOME PUBLISHERS LTD		135.00	1 Transactions			
48350	KRAMER LAW OFFICE						
37	01-031-000-0000-6266		120.00	2025 JUL-OCT - DJA PR24697 07/09/2025 10/09/2025	3121	COURT APPOINTED ATTORNEYS	Y
38	01-031-000-0000-6266		1,670.00	2025 JUN-SEP - JWB PR25322 06/23/2025 09/09/2025	3122	COURT APPOINTED ATTORNEYS	Y
39	01-031-000-0000-6266		260.00	2025 SEP-NOV - JRC JV2492 09/02/2025 11/06/2025	3123	COURT APPOINTED ATTORNEYS	Y
40	01-031-000-0000-6266		390.00	2025 OCT - RDD PR25735 10/08/2025 10/13/2025	3124	COURT APPOINTED ATTORNEYS	Y
41	01-031-000-0000-6266		400.00	2025 SEP - KME JV251	3125	COURT APPOINTED ATTORNEYS	Y

*** 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
42	01-031-000-0000-6266		480.00	2025 SEP-OCT - KME JV2552 09/01/2025 09/23/2025	3126	COURT APPOINTED ATTORNEYS	Y
43	01-031-000-0000-6266		310.00	2025 OCT-NOV - KMM PR25762 09/24/2025 10/30/2025	3131	COURT APPOINTED ATTORNEYS	Y
44	01-031-000-0000-6266		230.00	2025 SEP-OCT - MBM PR25597 10/17/2025 11/03/2025	3133	COURT APPOINTED ATTORNEYS	Y
45	01-031-000-0000-6266		350.00	2025 SEP-OCT - DPM JV2526 09/02/2025 10/17/2025	3134	COURT APPOINTED ATTORNEYS	Y
46	01-031-000-0000-6266		220.00	2025 SEP-OCT - VJM JV253 09/16/2025 10/28/2025	3135	COURT APPOINTED ATTORNEYS	Y
47	01-031-000-0000-6266		330.00	2025 AUG-SEP - JMN PR24590 09/17/2025 10/21/2025	3136	COURT APPOINTED ATTORNEYS	Y
48	01-031-000-0000-6266		110.00	2025 SEP - PDN JV23133 08/28/2025 09/25/2025	3137	COURT APPOINTED ATTORNEYS	Y
49	01-031-000-0000-6266		30.00	2025 OCT - SR PR05424 09/16/2025 09/16/2025	3138	COURT APPOINTED ATTORNEYS	Y
50	01-031-000-0000-6266		250.00	2025 SEP-OCT JVS PR21439 10/17/2025 10/20/2025	3139	COURT APPOINTED ATTORNEYS	Y
51	01-031-000-0000-6266		500.00	2025 OCT-NOV - CRS P801453 09/07/2025 10/10/2025	3140	COURT APPOINTED ATTORNEYS	Y
52	01-031-000-0000-6266		410.00	2025 SEP-NOV - AJF JV2460 10/30/2025 11/03/2025	3141	COURT APPOINTED ATTORNEYS	Y
53	01-031-000-0000-6266		50.00	2025 SEP - BKE JV2423 09/02/2025 11/06/2025	3142	COURT APPOINTED ATTORNEYS	Y
54	01-031-000-0000-6266		810.00	2025 AUG - PSK PR25640 09/08/2025 09/08/2025	3168	COURT APPOINTED ATTORNEYS	Y
	48350 KRAMER LAW OFFICE		6,920.00	18 Transactions			
72	74159 QUINLIVAN & HUGHES PA 01-031-000-0000-6263		1,745.00	2025 OCT - LEGAL SERVICES 10/02/2025 10/14/2025	19302	PERSONNEL & LABOR NEGOTIATIONS	Y
	74159 QUINLIVAN & HUGHES PA		1,745.00	1 Transactions			
31	DEPT Total:		9,445.29	COUNTY ADMINISTRATION	5 Vendors	22 Transactions	
41	DEPT			AUDITOR-TREASURER			
	13235 COUNTIES PROVIDING TECHNOLOGY						
14	01-041-000-2758-6401		170.00	2025 NOV - TAX WEB HOST	3255	OFFICE SUPPLIES	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
13235	COUNTIES PROVIDING TECHNOLOGY		170.00	11/01/2025 11/30/2025 1 Transactions			
33	26522 FORUM COMMUNICATIONS PRINTING 01-041-000-0000-6401		5,194.18	POSTAGE TNT STATEMENTS 11/17/2025 11/17/2025 1 Transactions	267536-1	OFFICE SUPPLIES & EQUIPMENT MAI	N
69	73946 QUADIENT LEASING USA INC 01-041-000-0000-6401		521.31	POSTAGE METER LEASE 09/07/2025 12/06/2025 1 Transactions	Q2089575	OFFICE SUPPLIES & EQUIPMENT MAI	N
41	DEPT Total:		5,885.49	AUDITOR-TREASURER	3 Vendors	3 Transactions	
10	42 DEPT 13055 COLUMN SOFTWARE PBC 01-042-000-0000-6401		84.88	ASSESSOR HOMESTEAD NOTICE 11/13/2025 11/13/2025 1 Transactions	3ELQRIJL-1	OFFICE SUPPLIES & EQUIPMENT MAI	N
15	13235 COUNTIES PROVIDING TECHNOLOGY 01-042-000-2758-6401		426.00	2025 NOV - CAMA & SUMMARY 11/01/2025 11/30/2025 1 Transactions	3255	OFFICE SUPPLIES	N
30	24587 FARM & HOME PUBLISHERS LTD 01-042-000-0000-6401		27.00	2026 PLAT BOOKS - ASSESSORS 10/27/2025 10/27/2025 1 Transactions	53149	OFFICE SUPPLIES & EQUIPMENT MAI	N
42	DEPT Total:		537.88	ASSESSOR	3 Vendors	3 Transactions	
1	61 DEPT 3402 ASSN OF MN COUNTIES 01-061-000-0000-6242		50.00	ADMINISTRATOR REG @ 2025 DISTRICT 8 - VK 10/23/2025 10/23/2025	85484.85.86	DUES & REGISTRATION FEES	N

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
						Service Dates	Paid On Bhf #	On Behalf of Name	
	3402	ASSN OF MN COUNTIES			50.00				
						1 Transactions			
68	64868	ONE OFFICE SOLUTION			19.78	2026 CALENDARS	626880-02	OFFICE SUPPLIES & EQUIPMENT MAI	N
		01-061-000-0000-6401				11/17/2025 11/17/2025			
	64868	ONE OFFICE SOLUTION			19.78	1 Transactions			
61	DEPT Total:				69.78	ADMINISTRATOR	2 Vendors	2 Transactions	
63	DEPT					ELECTIONS			
	57952	MINNESOTA DEPARTMENT OF HUMAN SEI							
60		01-063-000-0000-6899			112.01	2025 JUN - PRINT MAIL SERVICE	A300IC64269I	MISCELLANEOUS	N
						06/01/2025 06/30/2025			
	57952	MINNESOTA DEPARTMENT OF HUMAN SEI			112.01	1 Transactions			
63	DEPT Total:				112.01	ELECTIONS	1 Vendors	1 Transactions	
64	DEPT					COMPUTER			
	13235	COUNTIES PROVIDING TECHNOLOGY							
13		01-064-000-0000-6264			4,257.00	2025 NOV - DATA PROCESSING	3255	PROGRAMMING EXPENSES	N
						11/01/2025 11/30/2025			
	13235	COUNTIES PROVIDING TECHNOLOGY			4,257.00	1 Transactions			
	55725	MATRIX COMMUNICATIONS INC							
56		01-064-000-2814-6601			729.33	ZOOM PHONE LICENSES	M009809	CAPITAL OUTLAY (\$5,000 AND OVER)	N
						11/11/2025 11/11/2025			
	55725	MATRIX COMMUNICATIONS INC			729.33	1 Transactions			
64	DEPT Total:				4,986.33	COMPUTER	2 Vendors	2 Transactions	
91	DEPT					ATTORNEY			
	13325	COUNTY OF BROWN - SHERIFF							
16		01-091-000-0000-6271			75.00	SUBPOENA SERVICE 64CR25344	2025-487	SUBPOENA SERVICE	N
						10/31/2025 10/31/2025			
	13325	COUNTY OF BROWN - SHERIFF			75.00	1 Transactions			
	13675	COUNTY OF MEEKER							
17		01-091-000-0000-6271			80.00	SUBPOENA SERVICE 64CR24733	2025-534	SUBPOENA SERVICE	N

*** Redwood County ***



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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
13675	COUNTY OF MEEKER		80.00	11/05/2025 11/05/2025	1 Transactions		
20	13850 COUNTY OF SHERBURNE - SHERIFF 01-091-000-0000-6271		80.00	SUBPOENA SERVICE 64CR24733 11/10/2025 11/10/2025	252600	SUBPOENA SERVICE	N
	13850 COUNTY OF SHERBURNE - SHERIFF		80.00	1 Transactions			
21	14400 CULLIGAN 01-091-000-0000-6401		171.00	BOTTLED WATER DELIVERY 10/31/2025 10/31/2025	166010003225	OFFICE SUPPLIES & EQUIPMENT MAI	N
	14400 CULLIGAN		171.00	1 Transactions			
77	82467 SMITH & JOHNSON 01-091-000-0000-6275		1,093.75	ATTORNEY FEE - CONTRACT 11/04/2025 11/04/2025	13330	ATTORNEY-HIRE OUTSIDE COUNSEL	Y
76	01-091-000-0000-6276		5,000.00	2025 NOV - CONTRACTED SERVICES 11/01/2025 11/30/2025	STMT	APPEALS	Y
	82467 SMITH & JOHNSON		6,093.75	2 Transactions			
80	93610 THOMSON REUTERS - WEST OR WEST 01-091-000-0000-6420		928.48	2025 OCT - WEST INFO CHARGES 10/01/2025 10/31/2025	852743639	LEGAL RESOURCES	N
81	01-091-000-0000-6420		53.89	2025 NOV - LIBRARY PLAN 11/01/2025 11/30/2025	852820994	LEGAL RESOURCES	N
	93610 THOMSON REUTERS - WEST OR WEST		982.37	2 Transactions			
91	DEPT Total:		7,482.12	ATTORNEY	6 Vendors	8 Transactions	
101	DEPT 63900 OFFICE DEPOT			RECORDER			
66	01-101-000-0000-6401		4.00	LEGAL PAPER 11/07/2025 11/07/2025	61412906	OFFICE SUPPLIES & EQUIPMENT MAI	N
	63900 OFFICE DEPOT		4.00	1 Transactions			
101	DEPT Total:		4.00	RECORDER	1 Vendors	1 Transactions	
118	DEPT			COURTHOUSE MAINTENANCE			

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
23	19180 ECOLAB PEST ELIMINATION DIV 01-118-000-0000-6259		188.34	PEST CONTROL - PH 11/11/2025 11/11/2025	9592006	UTILITIES - HS & PHS	N
	19180 ECOLAB PEST ELIMINATION DIV		188.34	1 Transactions			
24	20730 ECOWATER SYSTEMS OF REDWOOD FALL 01-118-000-0000-6259		38.50	SOFTENER SALT - PH 11/19/2025 11/19/2025	142741	UTILITIES - HS & PHS	N
	20730 ECOWATER SYSTEMS OF REDWOOD FALL		38.50	1 Transactions			
25	21500 ELECTRIC MOTOR COMPANY 01-118-000-0000-6301		142.13	RTU BEARINGS - LEC 11/21/2025 11/21/2025	149487	EQUIPMENT & BUILDING MAINTENAN	N
	21500 ELECTRIC MOTOR COMPANY		142.13	1 Transactions			
85	99290 ZIEGLER INC 01-118-000-0000-6301		835.10	SKID REPAIRS 11/11/2025 11/11/2025	SI000722886	EQUIPMENT & BUILDING MAINTENAN	N
	99290 ZIEGLER INC		835.10	1 Transactions			
118	DEPT Total:		1,204.07	COURTHOUSE MAINTENANCE	4 Vendors	4 Transactions	
201	DEPT			SHERIFF			
	10413 CENTRACARE						
3	01-201-000-0000-6355		5.75	INMATE MEDICAL - DDG 11/03/2025 11/03/2025	STMT	BOARDING PRISONER MEDICAL EXPI	6
4	01-201-000-0000-6355		142.65	INMATE MEDICAL - DLR 11/05/2025 11/05/2025	STMT	BOARDING PRISONER MEDICAL EXPI	6
5	01-201-000-0000-6355		284.85	INMATE MEDICAL - DDG 11/02/2025 11/02/2025	STMT	BOARDING PRISONER MEDICAL EXPI	6
6	01-201-000-0000-6355		11.50	INMATE MEDICAL - DDG 10/14/2025 10/14/2025	STMT	BOARDING PRISONER MEDICAL EXPI	6
7	01-201-000-0000-6355		5.75	INMATE MEDICAL - PG 10/14/2025 10/14/2025	STMT	BOARDING PRISONER MEDICAL EXPI	6
8	01-201-000-0000-6355		101.72	INMATE MEDICAL - KKMN 10/26/2025 10/26/2025	STMT	BOARDING PRISONER MEDICAL EXPI	6
	10413 CENTRACARE		552.22	6 Transactions			
	13800 COUNTY OF RENVILLE						

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
18	01-201-000-0000-6354		34,416.29	2025 OCT - INMATE BOARDING 10/01/2025 10/31/2025	10901	BOARDING PRISONERS	N
19	01-201-000-0000-6355		3,828.05	2025 OCT - INMATE MEDICAL 10/01/2025 10/31/2025	10901	BOARDING PRISONER MEDICAL EXPI	N
13800	COUNTY OF RENVILLE		38,244.34	2 Transactions			
22300	EMERGENCY AUTOMOTIVE TECHNOLOGY						
26	01-201-000-0000-6302		1,463.59	PUSHBAR, PITBAR, BUMPER, WRAP 11/03/2025 11/03/2025	JP103025-40	POLICE EQUIPMENT MAINTENANCE	Y
22300	EMERGENCY AUTOMOTIVE TECHNOLOGY		1,463.59	1 Transactions			
24587	FARM & HOME PUBLISHERS LTD						
29	01-201-000-0000-6401		540.00	2026 PLAT BOOKS - SHERIFF 10/27/2025 10/27/2025	53149	OFFICE SUPPLIES & EQUIPMENT MAI	N
24587	FARM & HOME PUBLISHERS LTD		540.00	1 Transactions			
25810	FLEET SERVICES DIVISION-DEPT OF ADMI						
32	01-201-000-0000-6343		13,153.19	2025 OCT - PATROL CAR LEASE 10/01/2025 10/31/2025	2026040029	PATROL CAR LEASE	N
25810	FLEET SERVICES DIVISION-DEPT OF ADMI		13,153.19	1 Transactions			
46331	KENDELL DOORS & HARDWARE LLC						
36	01-201-000-0000-6301		210.94	KEYS 06/19/2025 06/19/2025	116288	EQUIPMENT & BUILDING MAINTENAN	N
46331	KENDELL DOORS & HARDWARE LLC		210.94	1 Transactions			
53598	LOWER SIOUX HEALTH CARE CENTER						
55	01-201-000-0000-6355		854.27	INMATE MEDICAL - DG 10/31/2025 10/31/2025	17	BOARDING PRISONER MEDICAL EXPI	6
53598	LOWER SIOUX HEALTH CARE CENTER		854.27	1 Transactions			
55924	MCKESSON MEDICAL-SURGICAL						
58	01-201-000-0000-6355		69.35	2025 NOV - MEDICAL SUPPLIES 11/13/2025 11/13/2025	24628228.24628300	BOARDING PRISONER MEDICAL EXPI	N
57	01-201-000-0000-6355		16.36	2025 NOV - MEDICAL SUPPLIES 11/01/2025 11/30/2025	24629322	BOARDING PRISONER MEDICAL EXPI	N
55924	MCKESSON MEDICAL-SURGICAL		85.71	2 Transactions			
56092	MIDWEST 911 CARS INC						

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
59	01-201-000-0000-6302		5,946.62	SQUAD CAR EQUIP - DURANGO 11/14/2025 11/14/2025	1134	POLICE EQUIPMENT MAINTENANCE	N
	56092	MIDWEST 911 CARS INC	5,946.62				1 Transactions
71	01-201-000-0000-6401		333.66	TONER, TAPE 10/27/2025 10/27/2025	46339901	OFFICE SUPPLIES & EQUIPMENT MAI	N
70	01-201-000-0000-6401		697.92	CORRECTION TAPE, DUSTER, PLAN 11/13/2025 11/13/2025	46590151	OFFICE SUPPLIES & EQUIPMENT MAI	N
	74900	QUILL LLC	1,031.58				2 Transactions
75	01-201-000-0000-6404		195.88	K9 VET SERV - ICR#25108996 11/20/2025 11/20/2025	11640	INVESTIGATION EXPENSES	N
	78027	RIVERSIDE ANIMAL CLINIC	195.88				1 Transactions
79	01-201-000-0000-6355		1,010.08	2025 OCT - INMATE MEDICAL 10/01/2025 10/31/2025	020368	BOARDING PRISONER MEDICAL EXPI	N
	84150	SWARD-KEMP DRUG	1,010.08				1 Transactions
82	01-201-000-0000-6404		640.00	TOW VEHICLE - ICR25109601 11/19/2025 11/19/2025	001676	INVESTIGATION EXPENSES	N
	87777	TNT ROADSIDE OF REDWOOD FALLS LLC	640.00				1 Transactions
83	01-201-000-0000-6343		286.76	2025 NOV - FUEL 11/24/2025 12/19/2025	8691019802548	PATROL CAR LEASE	N
	91492	VOYAGER FLEET SYSTEMS INC	286.76				1 Transactions
84	01-201-000-0000-6355		8,117.50	2025 OCT - INMATE MEDICAL 10/01/2025 10/31/2025	7470	BOARDING PRISONER MEDICAL EXPI	N
	93350	WESTERN MENTAL HEALTH CENTER	8,117.50				1 Transactions
201	DEPT Total:		72,332.68	SHERIFF			15 Vendors
							23 Transactions

249 DEPT

OTHER PUBLIC SAFETY

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 GENERAL

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name	1099
74	76835	RELIANCE TELEPHONE INC			360.00	36 PHONE CARDS	10/31/2025 10/31/2025	13820		CANTEEN EXPENSES		N
		01-249-000-2815-6802					1 Transactions					
	76835	RELIANCE TELEPHONE INC			360.00							
249	DEPT Total:				360.00	OTHER PUBLIC SAFETY		1 Vendors		1 Transactions		
503	DEPT					OTHER CULTURE & RECREATION						
73	76225	REDWOOD COUNTY HISTORICAL SOC			30,000.00	2025 APPROPRIATIONS	01/01/2025 12/31/2025	STMT		OTHER CULT & REC - APPROPRIATIO		N
		01-503-000-0000-6801					1 Transactions					
	76225	REDWOOD COUNTY HISTORICAL SOC			30,000.00							
503	DEPT Total:				30,000.00	OTHER CULTURE & RECREATION		1 Vendors		1 Transactions		
520	DEPT					PARKS						
35	41315	JEFFERS DRAY LINE INC			482.79	WATER LINE CAP	11/24/2025 11/24/2025	20328		PARK DEVELOPMENT		N
		01-520-000-0000-6358					1 Transactions					
	41315	JEFFERS DRAY LINE INC			482.79							
78	83297	SOUTHWEST SANITATION INC			327.02	2025 OCT - GARBAGE SERVICE	10/01/2025 10/31/2025	0186727		UTILITIES		N
		01-520-000-0000-6251					1 Transactions					
	83297	SOUTHWEST SANITATION INC			327.02							
520	DEPT Total:				809.81	PARKS		2 Vendors		2 Transactions		
601	DEPT					AGRICULTURAL INSPECTION						
11	13055	COLUMN SOFTWARE PBC			160.92	VARIANCE - COLWELL	11/12/2025 11/12/2025	CEACC7F9-0158		PLANNING/ZONING COMMITTEE EXPI		N
		01-601-000-0000-6282					1 Transactions					
	13055	COLUMN SOFTWARE PBC			160.92							
12	13187	COORDINATED BUSINESS SYSTEMS LTD			117.80	10/24-11/23 COPIER LEASE	10/24/2025 11/23/2025	503364		OFFICE SUPPLIES & EQUIPMENT MAI		N

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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
13187	COORDINATED BUSINESS SYSTEMS LTD		117.80		1 Transactions		
601	DEPT Total:		278.72	AGRICULTURAL INSPECTION	2 Vendors	2 Transactions	
620	DEPT			SOIL AND WATER CONSERVATION DIST			
30480	GREAT AMERICAN FINANCIAL SERVICES						
34	01-620-000-0000-6401		133.57	10/15-11/15 COPIER LEASE 10/15/2025 11/15/2025	40591063	OFFICE SUPPLIES & EQUIP MNTCE	N
	30480 GREAT AMERICAN FINANCIAL SERVICES		133.57		1 Transactions		
64868	ONE OFFICE SOLUTION						
67	01-620-000-0000-6401		42.55	NOTARY STAMP - ST 11/25/2025 11/25/2025	628263-00	OFFICE SUPPLIES & EQUIP MNTCE	N
	64868 ONE OFFICE SOLUTION		42.55		1 Transactions		
620	DEPT Total:		176.12	SOIL AND WATER CONSERVATION DIST	2 Vendors	2 Transactions	
649	DEPT			WATER QUALITY LOAN PROGRAM			
57545	MINNESOTA POLLUTION CONTROL AGENC						
64	01-649-000-2773-6702		3,073.40	PRINCIPAL PYMT #17 SRF0276 11/03/2025 11/03/2025	SRF0276	SEPTIC SYSTEM LOAN PRINCIPAL	N
65	01-649-000-2773-6705		124.79	INTEREST PYMT #17 SRF0276 11/03/2025 11/03/2025	SRF0276	SEPTIC SYSTEM LOAN INTEREST PA	N
61	01-649-000-2773-6702		1,261.89	PRINCIPAL PYMT #13 SRF02090 11/03/2025 11/03/2025	SRF0290	SEPTIC SYSTEM LOAN PRINCIPAL	N
63	01-649-000-2773-6702		9,193.72	PAYOFF BALANCE SRF0290 11/03/2025 11/03/2025	SRF0290	SEPTIC SYSTEM LOAN PRINCIPAL	N
62	01-649-000-2773-6705		104.56	INTEREST PYMT #13 SRF02090 11/03/2025 11/03/2025	SRF0290	SEPTIC SYSTEM LOAN INTEREST PA	N
	57545 MINNESOTA POLLUTION CONTROL AGENC		13,758.36		5 Transactions		
649	DEPT Total:		13,758.36	WATER QUALITY LOAN PROGRAM	1 Vendors	5 Transactions	
1	Fund Total:		147,677.66	GENERAL		84 Transactions	

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 11/26/25 3:34PM
 3 ROAD AND BRIDGE

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



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
301	DEPT			ROAD & BRIDGE ADMINISTRATION			
27	24587 FARM & HOME PUBLISHERS LTD		243.00	2026 PLAT BOOKS - R&B	53149	OFFICE SUPPLIES	N
	03-301-000-0000-6401			10/27/2025 10/27/2025			
	24587 FARM & HOME PUBLISHERS LTD		243.00	1 Transactions			
301	DEPT Total:		243.00	ROAD & BRIDGE ADMINISTRATION	1 Vendors	1 Transactions	
3	Fund Total:		243.00	ROAD AND BRIDGE		1 Transactions	

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
611	DEPT			DITCH MAINTENANCE			
6034	BEHREND/						
86	15-611-000-0000-6899		105.00	CD 21 DITCH VIEWING 11/12/2025 11/12/2025	STMT	MISCELLANEOUS	Y
87	15-611-000-0000-6899		563.50	CD 22 DITCH VIEWING 11/12/2025 11/12/2025	STMT	MISCELLANEOUS	Y
88	15-611-000-0000-6899		140.00	CD 52 LAT 87 DITCH VIEWING 11/12/2025 11/12/2025	STMT	MISCELLANEOUS	Y
89	15-611-000-0000-6899		245.00	CD 54 DITCH VIEWING 11/12/2025 11/12/2025	STMT	MISCELLANEOUS	Y
90	15-611-000-0000-6899		70.00	CD 73 DITCH VIEWING 11/12/2025 11/12/2025	STMT	MISCELLANEOUS	Y
91	15-611-000-0000-6899		700.00	CD 89A DITCH VIEWING 11/12/2025 11/12/2025	STMT	MISCELLANEOUS	Y
92	15-611-000-0000-6899		245.00	CD 90 DITCH VIEWING 11/12/2025 11/12/2025	STMT	MISCELLANEOUS	Y
6034	BEHREND/		2,068.50	7 Transactions			
13187	COORDINATED BUSINESS SYSTEMS LTD						
93	15-611-000-0000-6401		117.80	10/24-11/23 COPIER LEASE 10/24/2025 11/23/2025	503364	OFFICE SUPPLIES & EQUIPMENT MAINTENANCE	N
13187	COORDINATED BUSINESS SYSTEMS LTD		117.80	1 Transactions			
14025	CR KERKHOFF INC						
94	15-611-000-0000-6899		1,549.00	CD 54 DITCH REPAIR 5773 11/24/2025 11/24/2025	3298	MISCELLANEOUS	N
14025	CR KERKHOFF INC		1,549.00	1 Transactions			
36671	ISG						
95	15-611-604-0000-6899		15,360.07	JD 5 IMPROVEMENT 11/12/2025 11/12/2025	124987	JD 5 R&B IMPROVEMENT EXPENSES	N
36671	ISG		15,360.07	1 Transactions			
50050	L & S CONSTRUCTION CORP						
96	15-611-000-0000-6899		1,825.27	JD 36 DITCH REPAIR 11/18/2025 11/18/2025	110725-D	MISCELLANEOUS	N
97	15-611-000-0000-6896		120,312.53	JD 36 HSEM 2023 11/10/2025 11/10/2025	3	FEMA EXPENDITURES	N
98	15-611-000-0000-6896		109,735.42	JD 36 HSEM 2023	5	FEMA EXPENDITURES	N

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 11/26/25 3:34PM
 15 DITCH

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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
50050	L & S CONSTRUCTION CORP		231,873.22	11/25/2025 11/25/2025 3 Transactions			
55210	MAAS CONSTRUCTION CO						
99	15-611-000-0000-6899		488.20	JD 15 DITCH REPAIR R&L 5783 11/07/2025 11/07/2025	3529	MISCELLANEOUS	Y
100	15-611-000-0000-6899		452.20	JD 36 LAT Y DITCH REPAIR 5793 11/24/2025 11/24/2025	3536	MISCELLANEOUS	Y
55210	MAAS CONSTRUCTION CO		940.40	2 Transactions			
69600	PARKER & SONS INC						
102	15-611-000-0000-6899		1,297.00	CD 42 DITCH REPAIR 5784 11/15/2025 11/15/2025	3961	MISCELLANEOUS	N
101	15-611-000-0000-6899		1,475.50	CD 41 DITCH REPAIR 5799 11/15/2025 11/15/2025	3963	MISCELLANEOUS	N
69600	PARKER & SONS INC		2,772.50	2 Transactions			
611	DEPT Total:		254,681.49	DITCH MAINTENANCE	7 Vendors	17 Transactions	
15	Fund Total:		254,681.49	DITCH		17 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
620	DEPT			SOIL AND WATER CONSERVATION DIST			
103	86694 3 LAKES FARMS LLC 85-620-993-0000-6898		9,067.80	COVER CROPS 11/20/2025 11/20/2025	STMT 1 Transactions	SOIL HEALTH PRACTICE EXPENSES	Y
	86694 3 LAKES FARMS LLC		9,067.80				
105	6046 BEERMANN/GARRY 85-620-993-0000-6898		13,453.80	COVER CROPS 11/24/2025 11/24/2025	STMT 1 Transactions	SOIL HEALTH PRACTICE EXPENSES	N
	6046 BEERMANN/GARRY		13,453.80				
106	10037 CALLANAN/TODD 85-620-978-0000-6802		1,935.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	10037 CALLANAN/TODD		1,935.00				
107	10038 CALLANAN/TROY DAVID 85-620-978-0000-6802		1,935.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	10038 CALLANAN/TROY DAVID		1,935.00				
108	10116 CAUWELS/JOSEPH 85-620-978-0000-6802		57.60	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	10116 CAUWELS/JOSEPH		57.60				
109	13211 COTTONWOOD CORNER LLC 85-620-978-0000-6802		315.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	13211 COTTONWOOD CORNER LLC		315.00				
110	14897 D & J BUNTING FARMS LLC 85-620-993-0000-6898		10,933.80	COVER CROPS 11/20/2025 11/20/2025	STMT 1 Transactions	SOIL HEALTH PRACTICE EXPENSES	N
	14897 D & J BUNTING FARMS LLC		10,933.80				
111	15048 DAHMES/GLENDON A 85-620-978-0000-6802		436.50	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT	CRP INCENTIVE EXPENSES	Y

*** 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
15048	DAHMES/GLENDON A		436.50		1 Transactions		
112	15158 DEBLIECK/NEIL ADAM 85-620-993-0000-6898		4,665.00	COVER CROPS 11/20/2025	STMT 11/20/2025	SOIL HEALTH PRACTICE EXPENSES	N
	15158 DEBLIECK/NEIL ADAM		4,665.00		1 Transactions		
113	22889 EVANS/A. JAMES 85-620-978-0000-6802		279.00	CRP STATE INCENTIVE PROGRAM 10/15/2025	STMT 10/15/2025	CRP INCENTIVE EXPENSES	Y
	22889 EVANS/A. JAMES		279.00		1 Transactions		
114	27485 GALLAGHER/KAREN J 85-620-978-0000-6802		330.00	CRP STATE INCENTIVE PROGRAM 10/15/2025	STMT 10/15/2025	CRP INCENTIVE EXPENSES	Y
	27485 GALLAGHER/KAREN J		330.00		1 Transactions		
115	30552 GRONAU FARMS LLC 85-620-993-0000-6898		5,223.60	COVER CROPS 11/20/2025	STMT 11/20/2025	SOIL HEALTH PRACTICE EXPENSES	Y
	30552 GRONAU FARMS LLC		5,223.60		1 Transactions		
116	31525 GUETTER/MATTHEW 85-620-993-0000-6899		1,080.00	COVER CROPS 11/17/2025	STMT 11/17/2025	SOIL HEALTH DELIVERY 2025 EXPEN:	Y
	31525 GUETTER/MATTHEW		1,080.00		1 Transactions		
117	39516 J&C SCHILLING FARMS LLC 85-620-993-0000-6898		8,724.60	COVER CROPS 11/20/2025	STMT 11/20/2025	SOIL HEALTH PRACTICE EXPENSES	N
	39516 J&C SCHILLING FARMS LLC		8,724.60		1 Transactions		
118	41404 JENSEN/DANIEL 85-620-978-0000-6802		5,000.00	CRP STATE INCENTIVE PROGRAM 10/15/2025	STMT 10/15/2025	CRP INCENTIVE EXPENSES	Y
	41404 JENSEN/DANIEL		5,000.00		1 Transactions		
119	47829 KNAKMUHS TRUST/CARLOS L 85-620-978-0000-6802		375.00	CRP STATE INCENTIVE PROGRAM	STMT	CRP INCENTIVE EXPENSES	Y

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 85 SOIL & WATER CONSERVA

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
47829	KNAKMUHS TRUST/CARLOS L		375.00	10/15/2025 10/15/2025	1 Transactions		
47834	KNAKMUHS/JEAN P						
120	85-620-978-0000-6802		375.00	CRP STATE INCENTIVE PROGRAM 10/15/2025	STMT 10/15/2025	CRP INCENTIVE EXPENSES	Y
47834	KNAKMUHS/JEAN P		375.00	1 Transactions			
47857	KNOTT/JONATHAN						
121	85-620-993-0000-6898		14,115.00	COVER CROPS 11/20/2025	STMT 11/20/2025	SOIL HEALTH PRACTICE EXPENSES	N
47857	KNOTT/JONATHAN		14,115.00	1 Transactions			
47877	KNUDSEN FARMS INC						
122	85-620-993-0000-6898		4,638.60	COVER CROPS 11/20/2025	STMT 11/20/2025	SOIL HEALTH PRACTICE EXPENSES	N
123	85-620-993-0000-6898		4,460.40	COVER CROPS 11/20/2025	STMT 11/20/2025	SOIL HEALTH PRACTICE EXPENSES	N
124	85-620-993-0000-6898		4,689.00	COVER CROPS 11/20/2025	STMT 11/20/2025	SOIL HEALTH PRACTICE EXPENSES	N
47877	KNUDSEN FARMS INC		13,788.00	3 Transactions			
51365	LEUKUMA/KATHY						
125	85-620-978-0000-6802		28.80	CRP STATE INCENTIVE PROGRAM 10/15/2025	STMT 10/15/2025	CRP INCENTIVE EXPENSES	Y
51365	LEUKUMA/KATHY		28.80	1 Transactions			
55083	MADSEN ENT INC						
126	85-620-978-0000-6802		210.00	CRP STATE INCENTIVE PROGRAM 10/15/2025	STMT 10/15/2025	CRP INCENTIVE EXPENSES	N
55083	MADSEN ENT INC		210.00	1 Transactions			
55777	MAURER/PRESTON						
127	85-620-990-0000-6802		500.00	WELL DECOMMISSION 11/20/2025	STMT 11/20/2025	WATER MANAGEMENT PLAN EXPENS	N
55777	MAURER/PRESTON		500.00	1 Transactions			
56300	MEADOWLAND FARMERS COOP						
128	85-620-989-0000-6802		10,242.50	AG PROFESSIONAL -SWPTSA	STMT	AG PROFESSIONAL / FARM MENTOR	N

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*** 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
	56300 MEADOWLAND FARMERS COOP		10,242.50	07/01/2025 09/30/2025	1 Transactions		
129	58150 MOLNAR/RITA RAE 85-620-978-0000-6802		1,483.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	58150 MOLNAR/RITA RAE		1,483.00				
130	67008 OURADA/TERENCE H 85-620-978-0000-6802		519.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	67008 OURADA/TERENCE H		519.00				
131	72324 PANKONIN/WAYNE D 85-620-978-0000-6802		1,480.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	72324 PANKONIN/WAYNE D		1,480.00				
132	70746 PETERSON/CURTIS L 85-620-978-0000-6802		690.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	70746 PETERSON/CURTIS L		690.00				
133	71003 PFARR/GLEN 85-620-978-0000-6802		249.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT 1 Transactions	CRP INCENTIVE EXPENSES	Y
	71003 PFARR/GLEN		249.00				
134	70825 PHEASANTS FOREVER INC 85-620-983-0000-6802		3,250.00	INDEPENDENT CONTRACTOR AGMT 11/19/2025 11/19/2025	STMT 1 Transactions	LOCAL CAPACITY SER EXPENSES	N
	70825 PHEASANTS FOREVER INC		3,250.00				
135	71397 PLOTZ/ALAN 85-620-993-0000-6898		8,943.60	COVER CROPS 11/20/2025 11/20/2025	STMT 1 Transactions	SOIL HEALTH PRACTICE EXPENSES	Y
	71397 PLOTZ/ALAN		8,943.60				
	81087 SENST/BERNADINE						

*** 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
136	85-620-978-0000-6802		208.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT	CRP INCENTIVE EXPENSES	Y
	81087 SENST/BERNADINE		208.00		1 Transactions		
137	84250 SY-ANN FARMS INC 85-620-978-0000-6802		264.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT	CRP INCENTIVE EXPENSES	N
	84250 SY-ANN FARMS INC		264.00		1 Transactions		
138	88110 TONER/BRENDA L 85-620-978-0000-6802		243.00	CRP STATE INCENTIVE PROGRAM 10/15/2025 10/15/2025	STMT	CRP INCENTIVE EXPENSES	Y
	88110 TONER/BRENDA L		243.00		1 Transactions		
139	88551 TREBESCH/JAMIE 85-620-993-0000-6898		2,400.00	COVER CROPS 11/20/2025 11/20/2025	STMT	SOIL HEALTH PRACTICE EXPENSES	N
	88551 TREBESCH/JAMIE		2,400.00		1 Transactions		
140	88552 TREBESCH/TAYLOR 85-620-993-0000-6898		2,196.60	COVER CROPS 11/20/2025 11/20/2025	STMT	SOIL HEALTH PRACTICE EXPENSES	N
	88552 TREBESCH/TAYLOR		2,196.60		1 Transactions		
141	91070 VAN NURDEN/ANDREW 85-620-993-0000-6898		9,600.00	COVER CROPS 11/20/2025 11/20/2025	STMT	SOIL HEALTH PRACTICE EXPENSES	N
	91070 VAN NURDEN/ANDREW		9,600.00		1 Transactions		
104	91985 W.C. BARBER FARMS INC 85-620-993-0000-6898		8,286.60	COVER CROPS 11/24/2025 11/24/2025	STMT	SOIL HEALTH PRACTICE EXPENSES	N
	91985 W.C. BARBER FARMS INC		8,286.60		1 Transactions		
620	DEPT Total:		142,883.80	SOIL AND WATER CONSERVATION DIST	37 Vendors	39 Transactions	
85	Fund Total:		142,883.80	SOIL & WATER CONSERVATION		39 Transactions	

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

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
Final Total:		545,485.95	98 Vendors	141 Transactions	

*** Redwood County ***



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	147,677.66	GENERAL
	3	243.00	ROAD AND BRIDGE
	15	254,681.49	DITCH
	85	142,883.80	SOIL & WATER CONSERVATION
All Funds		545,485.95	Total

Approved by,

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

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3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

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



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

1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
31	DEPT			COUNTY ADMINISTRATION			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
24	01-031-000-0000-6816		22.95	EMPLOYEE RECOGNITION 10/22/2025 10/22/2025	120825	CONTINGENCIES	N
29	01-031-000-2847-6899		21.74	POSTAGE 10/27/2025 10/27/2025	STMT	TAX FORFEITED PROPERTIES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		44.69	2 Transactions			
31	DEPT Total:		44.69	COUNTY ADMINISTRATION	1 Vendors	2 Transactions	
41	DEPT			AUDITOR-TREASURER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
34	01-041-000-0000-6401		26.98	COMPUTER MONITOR RISER 10/29/2025 10/29/2025	0643426 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
5	01-041-000-0000-6401		193.15	WIRELESS HEADSETS 11/18/2025 11/18/2025	0877035 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
43	01-041-000-0000-6401		26.99	MONITOR RISER 11/05/2025 11/05/2025	1994648 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
3	01-041-000-0000-6334		360.78	LODGING @ ELECTION TR - RLW 04/21/2026 04/24/2026	492735	LODGING & EXPENSE	N
4	01-041-000-0000-6334		360.78	LODGING @ ELECTION TR - JP 04/21/2026 04/24/2026	492735	LODGING & EXPENSE	N
2	01-041-000-0000-6334		360.78	LODGING @ ELECTION TR - JZ 04/21/2026 04/24/2026	492737	LODGING & EXPENSE	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		1,329.46	6 Transactions			
41	DEPT Total:		1,329.46	AUDITOR-TREASURER	1 Vendors	6 Transactions	
42	DEPT			ASSESSOR			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
60	01-042-000-0000-6242		125.00	MAAO MEMBER - TK 11/18/2025 11/18/2025	12565	DUES & REGISTRATION FEES	N
62	01-042-000-0000-6242		62.50	REFUND - MAAOO MEMBER -TK 11/20/2025 11/20/2025	12584	DUES & REGISTRATION FEES	N
61	01-042-000-0000-6242		450.00	REG @ ASSESSMENT LAW - TK 01/12/2026 01/15/2026	214167562	DUES & REGISTRATION FEES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		512.50	3 Transactions			

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1 GENERAL

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
42	DEPT Total:		512.50	ASSESSOR	1 Vendors	3 Transactions	
43	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			LICENSE CENTER			
46	01-043-000-0000-6401		106.36	ALCOHOL SANITIZING WIPES 11/07/2025 11/07/2025	0938608 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
47	01-043-000-0000-6401		27.89	ID GUARD 11/07/2025 11/07/2025	0938608 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		134.25		2 Transactions		
43	DEPT Total:		134.25	LICENSE CENTER	1 Vendors	2 Transactions	
61	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			ADMINISTRATOR			
49	01-061-000-0000-6401		24.29	FRAMES 11/14/2025 11/14/2025	2640222 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
25	01-061-000-0000-6401		9.89	CALENDAR 10/22/2025 10/22/2025	5495405 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
32	01-061-000-0000-6401		17.99	DUSTER 10/29/2025 10/29/2025	6333869 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
48	01-061-000-0000-6401		115.00	PASSPORT PHOTO PAPER 11/14/2025 11/14/2025	8199416 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		167.17		4 Transactions		
61	DEPT Total:		167.17	ADMINISTRATOR	1 Vendors	4 Transactions	
64	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			COMPUTER			
27	01-064-000-0000-6401		32.98	LAPTOP BATTERY 10/21/2025 10/21/2025	1981823 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
40	01-064-000-0000-6401		76.82	BATTERY 11/06/2025 11/06/2025	2073003 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
44	01-064-000-0000-6401		146.76	UPS BATTERY 11/10/2025 11/10/2025	2281808 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
37	01-064-000-2814-6601		5,250.44	ZOOM PHONES 10/30/2025 10/30/2025	327913450	CAPITAL OUTLAY (\$5,000 AND OVER)	N
36	01-064-000-2814-6601		1,428.57	ZOOM PHONES 10/30/2025 10/30/2025	327913831	CAPITAL OUTLAY (\$5,000 AND OVER)	N

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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
38	01-064-000-0000-6401		189.99	ROUTER 11/05/2025 11/05/2025	3289043 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
30	01-064-000-0000-6401		311.61	ETHERNET SWITCH, PHONE CORD 10/23/2025 10/23/2025	5876221 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
26	01-064-000-0000-6401		179.12	CHARGER, HEADSET 10/20/2025 10/20/2025	6545813 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
52	01-064-000-0000-6264		84.36	DOMAIN RENEWAL 11/18/2025 11/18/2027	76691562	PROGRAMMING EXPENSES	N
42	01-064-000-0000-6401		34.66	WIFI ADAPTER 11/05/2025 11/05/2025	9129012 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
28	01-064-000-0000-6264		0.66	SPICEWORKS HELP DESK 10/27/2025 10/30/2025	UQEYPOTH-7	PROGRAMMING EXPENSES	N
31	01-064-000-0000-6264		42.00	SPICEWORKS HELP DESK 10/30/2025 11/30/2025	UQEYPOTH-8	PROGRAMMING EXPENSES	N
21275	ELAN CORPORATE PAYMENT SYSTEMS		7,777.97		12 Transactions		
64	DEPT Total:		7,777.97	COMPUTER	1 Vendors	12 Transactions	
91	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			ATTORNEY			
45	01-091-000-0000-6401		38.99	PRIVACY SCREEN 11/06/2025 11/06/2025	0068239 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
51	01-091-000-0000-6401		38.99	PRIVACY SCREEN RETURN 11/06/2025 11/06/2025	0068239 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
17	01-091-000-0000-6242		335.00	REG @ MCAA MTG - SN 12/03/2025 12/05/2025	200013546	DUES & REGISTRATION FEES	N
41	01-091-000-0000-6401		28.04	PRIVACY SCREEN 11/06/2025 11/06/2025	6329052 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
21	01-091-000-0000-6242		335.00	REG @ MCAA MTG - MP 12/03/2025 12/05/2025	762312930	DUES & REGISTRATION FEES	N
22	01-091-000-0000-6242		305.00	LAWYER REG - AB 11/20/2025 11/20/2025	LAWYER-357502	DUES & REGISTRATION FEES	N
18	01-091-000-0000-6401		17.09	DISH SOAP, FT 11/03/2025 11/03/2025	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N
16	01-091-000-0000-6425		20.60	POSTAGE 10/31/2025 10/31/2025	STMT	POSTAGE	N
19	01-091-000-0000-6425		4.47	POSTAGE 11/10/2025 11/10/2025	STMT	POSTAGE	N
20	01-091-000-0000-6425		7.90	POSTAGE	STMT	POSTAGE	N

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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		1,053.10	11/18/2025 11/18/2025	10 Transactions		
91	DEPT Total:		1,053.10	ATTORNEY	1 Vendors	10 Transactions	
101	DEPT			RECORDER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
1	01-101-000-0000-6334		122.24	LODGING @ TRIMINN - AG	331120	LODGING & EXPENSE	N
				10/27/2025 10/28/2025			
21275	ELAN CORPORATE PAYMENT SYSTEMS		122.24		1 Transactions		
101	DEPT Total:		122.24	RECORDER	1 Vendors	1 Transactions	
118	DEPT			COURTHOUSE MAINTENANCE			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
7	01-118-000-0000-6301		85.35	OIL CHANGE	5037951	EQUIPMENT & BUILDING MAINTENAN	N
				10/28/2025 10/28/2025			
6	01-118-000-0000-6242		229.00	BOILER TRAINING CANCELLED	587653	DUES & REGISTRATION FEES	N
				10/27/2025 10/27/2025			
9	01-118-000-0000-6301		43.18	FLOOR CLEANER	8810609	EQUIPMENT & BUILDING MAINTENAN	N
				11/04/2025 11/04/2025	2425		
8	01-118-000-0000-6401		11.85	PLANNERS	STMT	OFFICE SUPPLIES & EQUIPMENT MAI	N
				11/10/2025 11/10/2025			
21275	ELAN CORPORATE PAYMENT SYSTEMS		88.62		4 Transactions		
118	DEPT Total:		88.62	COURTHOUSE MAINTENANCE	1 Vendors	4 Transactions	
129	DEPT			VETERAN SERVICE OFFICER			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
86	01-129-000-2751-6242		50.00	2026 NACVSO MEMBERSHIP - RZ	16340	DUES & REGISTRATION FEES	N
				01/01/2026 12/31/2026			
21275	ELAN CORPORATE PAYMENT SYSTEMS		50.00		1 Transactions		
129	DEPT Total:		50.00	VETERAN SERVICE OFFICER	1 Vendors	1 Transactions	
201	DEPT			SHERIFF			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
57	01-201-000-0000-6401		29.99	BATTERIES	0147420	OFFICE SUPPLIES & EQUIPMENT MAI	N

*** 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
59	01-201-000-0000-6242		85.00	REG @ ALEX TECH CAREER FAIR 10/23/2025 10/23/2025	2425 13697429373	DUES & REGISTRATION FEES	N
55	01-201-000-0000-6302		570.11	EVIDENCE SUPPLIES 11/10/2025 11/10/2025	41208	POLICE EQUIPMENT MAINTENANCE	N
78	01-201-000-0000-6302		147.99	SQUAD CAR PAPER 11/22/2025 11/22/2025	4995440	POLICE EQUIPMENT MAINTENANCE	N
56	01-201-000-0000-6242		450.00	REG @ BCA TR - WK 11/10/2025 11/10/2025	2425 55009	DUES & REGISTRATION FEES	N
58	01-201-000-0000-6242		450.00	REG @ BCA TR - TR 10/23/2025 10/23/2025	55062	DUES & REGISTRATION FEES	N
77	01-201-000-0000-6407		88.00	PT 10/29/2025 10/29/2025	6091427	JAIL EXPENSES	N
74	01-201-000-0000-6334		466.08	LODGING @ K9 CERT - CK 10/28/2025 10/28/2025	2425 H13256056	LODGING & EXPENSE	N
75	01-201-000-0000-6334		466.08	LODGING @ K9 CERT - TA 11/18/2025 11/20/2025	H13256067	LODGING & EXPENSE	N
72	01-201-000-0000-6242		300.00	REG @ BCA TR - NB 11/18/2025 11/20/2025	MPORTAL_Baune	DUES & REGISTRATION FEES	N
71	01-201-000-0000-6407		379.25	JAIL EXPENSE 11/20/2025 11/20/2025	MS0294138096	JAIL EXPENSES	N
79	01-201-000-0000-6334		653.84	LODGING @ MSA - JJ 11/20/2025 11/20/2025	STMT	LODGING & EXPENSE	N
63	01-201-000-0000-6407		49.55	FUEL - SQUAD 12/07/2025 12/10/2025	STMT	JAIL EXPENSES	N
65	01-201-000-0000-6407		89.11	JAIL TV 10/23/2025 10/23/2025	STMT	JAIL EXPENSES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		4,225.00	10/27/2025 11/27/2025	14 Transactions		
201	DEPT Total:		4,225.00	SHERIFF	1 Vendors	14 Transactions	
202	DEPT			E-911 SYSTEM			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
73	01-202-000-2756-6406		89.11	DISPATCH TV 10/28/2025 11/28/2025	STMT	DISPATCH EXPENSES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		89.11	10/28/2025 11/28/2025	1 Transactions		

*** Redwood County ***



Audit List for Board MANUAL WARRANTS/VOIDS/CORRECTIONS

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
202	DEPT Total:		89.11	E-911 SYSTEM	1 Vendors	1 Transactions	
249	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			OTHER PUBLIC SAFETY			
66	01-249-000-2815-6802		24.00	CANTEEN SUPPLIES 10/30/2025 10/30/2025	2001960	CANTEEN EXPENSES	N
67	01-249-000-2815-6802		214.80	CANTEEN SUPPLIES 10/30/2025 10/30/2025	2002035	CANTEEN EXPENSES	N
76	01-249-000-2872-6275		92.12	K9 FOOD 11/01/2025 11/01/2025	5046279288	LAW ENFORCEMENT DOG FUND	N
68	01-249-000-2815-6802		23.79	CANTEEN BOOKS 10/30/2025 10/30/2025	70491278	CANTEEN EXPENSES	N
81	01-249-000-2872-6275		110.00	K9 CERTIFICATIONS - TA 11/19/2025 11/19/2025	R945260196	LAW ENFORCEMENT DOG FUND	N
64	01-249-000-2815-6802		29.37	CANTEEN SUPPLIES 10/25/2025 10/25/2025	STMT	CANTEEN EXPENSES	N
69	01-249-000-2815-6802		75.00	CANTEEN SUPPLIES 11/12/2025 11/12/2025	STMT	CANTEEN EXPENSES	N
70	01-249-000-2815-6802		136.57	CANTEEN SUPPLIES 11/12/2025 11/12/2025	STMT	CANTEEN EXPENSES	N
80	01-249-000-2815-6802		156.00	STAMPS 11/18/2025 11/18/2025	STMT	CANTEEN EXPENSES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		861.65		9 Transactions		
249	DEPT Total:		861.65	OTHER PUBLIC SAFETY	1 Vendors	9 Transactions	
251	DEPT 21275 ELAN CORPORATE PAYMENT SYSTEMS			PROBATION AND PAROLE			
35	01-251-000-0000-6401		53.25	TELEPHONE REST 11/03/2025 11/03/2025	5102648 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
33	01-251-000-0000-6401		23.49	DYE TUBS 11/03/2025 11/03/2025	5326657 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
39	01-251-000-0000-6401		73.44	PENCIL SHARPENER, PLANNER 11/03/2025 11/03/2025	8128223 2425	OFFICE SUPPLIES & EQUIPMENT MAI	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		150.18		3 Transactions		
251	DEPT Total:		150.18	PROBATION AND PAROLE	1 Vendors	3 Transactions	

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



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

1 GENERAL

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
520	DEPT		PARKS			
	21275		ELAN CORPORATE PAYMENT SYSTEMS			
82	01-520-000-0000-6301		62.22	OIL CHANGE KIT 11/05/2025 11/05/2025	21252267	EQUIPMENT & BUILDING MAINTENAN N
23	01-520-000-0000-6301		31.41-	TP RETURN 11/10/2025 11/10/2025	5035426 2425	EQUIPMENT & BUILDING MAINTENAN N
	21275		ELAN CORPORATE PAYMENT SYSTEMS			
			30.81	2 Transactions		
520	DEPT Total:		30.81	PARKS	1 Vendors	2 Transactions
620	DEPT		SOIL AND WATER CONSERVATION DIST			
	21275		ELAN CORPORATE PAYMENT SYSTEMS			
83	01-620-000-0000-6411		45.94	FLAGGING 10/26/2025 10/26/2025	11324753	FIELD SUPPLIES/EXPENSES N
85	01-620-000-0000-6242		276.00	SQUARE SUBSCRIPTION 11/13/2025 11/13/2025	STMT	DUES & REGISTRATION N
84	01-620-000-0000-6401		234.00	POSTAGE 11/05/2025 11/05/2025	STMT	OFFICE SUPPLIES & EQUIP MNTCE N
	21275		555.94	3 Transactions		
620	DEPT Total:		555.94	SOIL AND WATER CONSERVATION DIST	1 Vendors	3 Transactions
1	Fund Total:		17,015.45	GENERAL		77 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						
12	03-301-000-0000-6332		260.00	REG @ SIGNS CON - MG 11/03/2025 11/03/2025	1202529631643	STAFF DEVELOPMENT	N
13	03-301-000-0000-6332		225.00	REG @ MCEA CON - NK 11/04/2025 11/04/2025	1384-561984	STAFF DEVELOPMENT	N
14	03-301-000-0000-6332		450.00	REG @ MNDOT BRIGDE TR-JB,RB,RH 03/10/2026 03/10/2026	589130	STAFF DEVELOPMENT	N
15	03-301-000-0000-6332		150.00	REG @ MNDOT BRIGDE TR - NK 03/10/2026 03/10/2026	589139	STAFF DEVELOPMENT	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,085.00	4 Transactions			
301	DEPT Total:		1,085.00	ROAD & BRIDGE ADMINISTRATION	1 Vendors	4 Transactions	
310	DEPT			HIGHWAY MAINTENANCE			
21275	ELAN CORPORATE PAYMENT SYSTEMS						
11	03-310-000-0000-6507		503.67	BLUE TOOTH HEADSETS 10/30/2025 10/30/2025	2694666 2425	MISCELLANEOUS EXPENSES	N
10	03-310-000-0000-6507		668.29	LEVEL 10/29/2025 10/29/2025	8929056 2425	MISCELLANEOUS EXPENSES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		1,171.96	2 Transactions			
310	DEPT Total:		1,171.96	HIGHWAY MAINTENANCE	1 Vendors	2 Transactions	
3	Fund Total:		2,256.96	ROAD AND BRIDGE		6 Transactions	

RACHELW
 11/26/25 3:04PM
 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			OTHER ECONOMIC DEVELOPMENT			
	21275 ELAN CORPORATE PAYMENT SYSTEMS						
53	13-704-000-0000-6401		20.00	FILING FEE - GH 11/18/2025 11/18/2025	MN8ABR004105976	EDA OFFICE SUPPLIES	N
	21275 ELAN CORPORATE PAYMENT SYSTEMS		20.00	1 Transactions			
704	DEPT Total:		20.00	OTHER ECONOMIC DEVELOPMENT	1 Vendors	1 Transactions	
13	Fund Total:		20.00	EDA		1 Transactions	

RACHELW
11/26/25 3:04PM

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



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

73 INSURANCE

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
801	DEPT		NON-DEPARTMENTAL			
	21275 ELAN CORPORATE PAYMENT SYSTEMS					
54	73-801-000-0000-6178		47.93-	REFUND SALES TAX	7015	EMPLOYEE WELLNESS N
				11/18/2025 11/18/2025		
50	73-801-000-0000-6178		697.73	EMPLOYEE THANKSGIVING MEAL	Z0EH3N2K8	EMPLOYEE WELLNESS N
				11/17/2025 11/17/2025		
	21275 ELAN CORPORATE PAYMENT SYSTEMS		649.80	2 Transactions		
801	DEPT Total:		649.80	NON-DEPARTMENTAL	1 Vendors	2 Transactions
73	Fund Total:		649.80	INSURANCE		2 Transactions
	Final Total:		19,942.21	20 Vendors	86 Transactions	

*** Redwood County ***



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	17,015.45	GENERAL
3	2,256.96	ROAD AND BRIDGE
13	20.00	EDA
73	649.80	INSURANCE
All Funds	19,942.21	Total

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



REQUEST FOR BOARD ACTION

Requested Board Date: 12/02/2025	Originating Dept.: Sheriff
Preferred 2 nd Date:	
Discussion Item:	Presenter: Sheriff Jacobson
LEC Copy Machine Lease	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 a 60 month lease of a Konica C301i Copier for the Law Enforcement Center.

Background Information:

Sourcewell contract #112124-KON

The RCSO recently requested the lease with Anacon to expire at the end of the term. This new lease replaces that service and includes the return of the prior equipment to A&B Business Solutions. There is little to no financial impact with this upgrade and this piece of equipment is vital to business at the LEC.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/20/2025

Date Requestor Requires Review Completion: 12/01/2025

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



the right to cancel, without penalty, any Product Agreement arising from pricing or other errors. Client shall not withhold any Marco Property or payment due under this Agreement for set off or reduction for any purpose whatsoever.

- 2.3** In the event Client disputes any portion of an invoice in good faith, Client shall pay the undisputed portion of the invoice by the date the invoice is due and shall submit to Marco a written explanation for the disputed amount, setting forth with specificity Client's grounds for such dispute. Client must submit its written dispute to Marco within thirty (30) days of the date of invoice or such dispute shall be deemed waived, and invoices shall be deemed correct. In the event that the dispute is resolved against Client, Client shall pay all outstanding amounts plus interest at the rate referenced in, and calculated in accordance with, subsection 2.2 above.
- 2.4** If Client and Marco enter into a Product Lease, Client's obligations with respect to the lease of such Products shall be solely governed by the Product Lease, except that Client shall remain liable for payment to Marco until Marco receives payment from the applicable third-party financing company.
- 3. Marco Property.** In addition to the Products, Marco may place at Client's site or otherwise provide Marco Property. Such placement or provision of Marco Property shall not create any rights of ownership in Client or any third party. Client shall use Marco Property solely in connection with the receipt and use of Products and Client shall use reasonable care with Marco Property, but no less care than Client uses with respect to its own property. Client shall return Marco Property upon Marco request and in accordance with the requirements under the section titled, **Effect of Termination or Expiration**, below. Client will be responsible for any loss or damage to Marco Property.
- 4. Client Materials.** In the course of a Product Agreement, Client Materials may be used or required for the provision or use of the Products. Unless otherwise stated in a Product Agreement, Client is solely responsible for ensuring that all software (including, without limitation, any software-as-a-service or other cloud services) used by Client is properly licensed. Client grants Marco, at no charge, the right to use any Client Materials required by Marco to provide the Services specified in any Product Agreement to Client and Client is solely responsible for ensuring that Client has the necessary rights and licenses to provide Marco with Client Materials. Client agrees to maintain Client Materials in good working order and repair, and in compliance, with applicable law and industry standards for the effective and efficient provision and use of the Products.
- 5. Use.** Client agrees not to use or permit third parties to use the Product(s) and Marco Property, for any illegal purpose, or to achieve any kind of unauthorized access, such as to any computer systems, software, data, real, personal, or violate any Intellectual Property rights or privacy rights of any third party. Client agrees not to interfere with other Clients' use of Marco provided services, equipment, other goods, or software and not to disrupt any Marco network, connectivity, infrastructure, or other services whether provided directly by Marco or through Marco suppliers or contractors. Marco authorizes Client's use of the Products and any Marco Property subject to the terms of this Agreement and the Product Agreement(s) and conditioned on Client's performance of its obligations thereunder. This authorization is nontransferable. Client shall access and use (and shall cause its Representatives to access and use) the Products and Marco Property ONLY: a) as permitted by, and in accordance with its obligations under this Agreement, the applicable Product Agreement, and any Licenses; b) for their intended purposes; c) in a manner which prevents negligent error and violation of any contractual obligation of Client; d) as permitted by, and in accordance with, the specifications of the manufacturer, publisher, or vendor of the Products; e) in a commercially reasonable manner for its own internal business; f) in a manner that does not violate any Intellectual Property right of Marco or any third party; g) for legitimate and lawful business purposes; and h) as permitted by law. Client



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



those Services. Marco shall as its sole obligation and Client's exclusive remedy for any breach of the foregoing warranty use commercially reasonable efforts correct any non-compliance reported to Marco by Client in writing during the Warranty Period. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, MARCO PROVIDES ALL THE PRODUCTS AND MARCO PROPERTY "AS IS" AND MARCO DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND RELATING TO THE PRODUCTS AND MARCO PROPERTY, EXPRESS OR IMPLIED, STATUTORY OR OTHER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ALL WARRANTIES WHICH ARISE FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT NO TECHNOLOGY IS FOOLPROOF OR IMMUNE FROM ATTACK. MARCO CANNOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCTS AND MARCO PROPERTY, OR ANY RESULTS OR USE THEREOF WILL OPERATE WITHOUT INTERRUPTION, SECURELY, ERROR FREE, WITHOUT DEFECT, FREE OF HARMFUL CODE, THIRD PARTY DISRUPTION OR THAT MARCO WILL CORRECT ALL DEFECTS. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH MARCO SHALL NOT BE HELD LIABLE.

No statement or writing of any Representatives of Marco will create any warranty whatsoever not set forth in this Agreement.

Client represents and warrants that it will not use, nor will it allow any third parties under its control to use, the Products for high-risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

Client shall not make any representations or warranties on behalf of Marco to any third party. Client shall be solely responsible and liable for any representations or warranties that Client makes to any third-party regarding Marco, the Products, or any other aspect of this Agreement.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement; (b) it is in compliance and will continue to comply during the term of this Agreement, with all laws and regulations applicable to such Party; and (c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable Product Agreement. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable Product Agreement.

- 11. Intellectual Property.** Each Party is, and shall remain, the exclusive owner of its respective Intellectual Property and Confidential Information, whether existing prior to or created following the Effective Date of this Agreement. If not subject to a separate License, Marco hereby grants Client a non-exclusive, royalty-free license solely during the Term of this Agreement to use Marco Intellectual Property delivered to Client and designated for use with the Products, solely and only to the extent necessary for using the Products. Except as provided herein, nothing in this Agreement or any Product Agreement shall be construed as transferring the rights to ownership or use of either Party's Intellectual Property or Confidential Information to the other Party, its Representatives or any third party. Any Intellectual Property developed by Marco in the performance of this Agreement shall be the sole property of Marco. Without limiting the generality of the foregoing, Marco will retain all right, title and interest in all of Marco's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, processes, including, without limitation,



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.

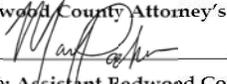
5. Price and Payment. The Price set forth in any SOP is exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client’s obligation. Prices quoted are firm for fifteen (15) days unless otherwise specified in the Quotation. Payment is due thirty (30) days from the date of the 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.

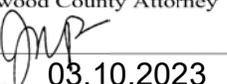


6. **Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic 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 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: 11.01.2021

APPROVED AS TO FORM
 Redwood County Attorney
 By: 
 Date: 03.10.2023



MAP Agreement

32123

32123

Marco R... r...

Phone: 800.892.8548 | Fax: 800.847.3087

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

CUSTOMER INFORMATION

Customer information fields including name, address, phone, and email.

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with 4 columns: Equipment ID, Description, Quantity, and Price. Includes rows for equipment 1 and 2.

*plus applicable taxes

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

Form for selecting support desk options with Yes/No checkboxes and a dropdown menu.

FREQUENCY OF MINIMUM PAYMENT METER READING FREQUENCY

Form for selecting payment and meter reading frequencies: Monthly, Quarterly, Semi-Annually, Annually.

TERM SUPPLIES COVERAGE LEVELS

Form for selecting term and supplies coverage levels: All Inclusive, HP OEM, No Supplies Included.

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

OWNER ACCEPTANCE

Signature line for Marco Technologies LLC.

PRIVACY AND INFORMATION SECURITY

Privacy and information security notice text.

Form for privacy and information security acceptance with a signature line.

CUSTOMER ACCEPTANCE

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

Signature line for Jason Jacobson.

Jason Jacobson

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LESSOR ACCEPTANCE **CUSTOMER ACCEPTANCE**

Marco Technologies LLC

X

D____

R____

X

D____

Certificate Of Completion

Envelope Id: DF3F4382-51A9-4280-AFF2-CD3A8FAF1030

Status: Delivered

Subject: Complete with DocuSign-Redwood County

Customer Number:

Source Envelope:

Document Pages: 20

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Jennifer Bale

AutoNav: Enabled

4510 Heatherwood Road

Envelopeld Stamping: Enabled

St. Cloud, MN 56301

Time Zone: (UTC-06:00) Central Time (US & Canada)

jennifer.bale@marconet.com

IP Address: 170.85.10.166

Record Tracking

Status: Original

Holder: Jennifer Bale

Location: DocuSign

11/20/2025 8:27:41 AM

jennifer.bale@marconet.com

Signer Events

Signature

Timestamp

Jason Jacobson

Sent: 11/20/2025 8:30:30 AM

jason_j@redwoodcounty-mn.gov

Viewed: 11/20/2025 8:44:27 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Process

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Erin VanderVeen

COPIED

Sent: 11/20/2025 8:30:30 AM

erin.nelson@marconet.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/20/2025 8:30:30 AM

Envelope Updated

Security Checked

11/20/2025 9:18:51 AM

Envelope Updated

Security Checked

11/20/2025 9:18:51 AM

Certified Delivered

Security Checked

11/20/2025 8:44:27 AM

Payment Events

Status

Timestamps



REQUEST FOR BOARD ACTION

Requested Board Date:	12/02/2025	Originating Dept.:	Sheriff
Preferred 2 nd Date:			
Discussion Item:	Presenter: Sheriff Jacobson		
Arvig Lease	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 a 5 year lease with Arvig Enterprises Inc for rack space within the Sheriff's Office equipment room.

Background Information:

Arvig Enterprises is decommissioning some of the equipment on the RCSO radio tower. This lease updates our terms to include them removing that decommissioned equipment. In addition, Arvig wishes to continue leasing the rack space in the equipment room with no change to the pricing.

The RCSO currently pays for a T-1 Line between the RCSO and an ARMER Radio site. This agreement would lock that price for 5 years. The agreement is mutually beneficial.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/25/25 (Marissa just need

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 ****

Rack Space Lease Agreement

This AGREEMENT (“Agreement”) made and entered into this 25th day of 11, 2025, by and between the County of Redwood (“Lessor”) a political subdivision of the State of Minnesota and Arvig Enterprises Inc. (“Lessee”) located at 150 Second Street SW, Perham, MN 56573.

WHEREAS, Lessor is the owner of 1-19 rack (“rack space”) located at the Redwood County Sheriff’s Office at 303 E. 3rd Street, Redwood Falls, MN located in Redwood County.

WHEREAS, Lessee intends to use the rack space to store equipment.

WHEREAS, Lessor intends to lease this space to Lessee pursuant to this Agreement.

WHEREAS,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties do agree as follows:

A. TERM

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on January 1, 2026, and automatically renew for a period of five (5) years beginning on that date.

B. PAYMENT

Lessee shall pay fixed price of \$344.49 each month by DATE. Payments shall be issued to:

The Redwood County Sheriff’s Office, 303 E 3rd St. PO Box 47 Redwood Falls, MN 56283

C. LEASED PREMISES

In consideration of the term, rent, and provision hereof, the Lessee shall have the right to store equipment, service equipment, and access leased space during regular business hours Monday-Friday or by prior arrangements with the Sheriff.

D. SPECIAL PROVISIONS

1. Removal of Equipment. The Lessee shall remove any equipment from Tower Space by December 31, 2026.
2. T-1 Line CKT-ID 01/HCF5/004014//TKS. There is a T-1 Line that runs between the Redwood County Sheriff’s Office and Wanda, Minnesota. The Lessor pays Lessee for the service of this T-1 Line. In consideration of this Agreement, the Parties agree that Lessor shall pay a fixed price of \$587.32 for the term of this Agreement. However, this provision shall not prevent Lessee from decommissioning equipment if it can no longer maintain such equipment. If there is no longer T-1 service, the Lessee shall provide notice to Lessor

30 days prior to decommissioning the service. This provision will not cover any new services. A separate agreement may be entered between the Parties for any additional services.

E. DEFAULTS AND REMEDIES

1. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to be an “Event of Default”:
 - a. Failure to pay any rental obligation pursuant to this agreement that continues for a period of ten (10) days following written notification thereof;
 - b. Default in the performance or observation of any term, provision, or covenant of this Lease, which is not cured within 10 days following written notification or upon such other time as may be specified by Lessor in event of a hazardous condition or interference;
 - c. Lessee fails to vacate the premises upon termination pursuant to this agreement;
 - d. Lessee becomes insolvent; or be unable, or admit in writing in its ability to pay its debts as they mature, or make a general assignment in benefit of creditors, or become the subject, either voluntary or involuntarily, of a “court order for relief” within the meaning of Federal Bankruptcy Code; or otherwise become subject of any federal or state bankruptcy or insolvency proceeding; or
 - e. Lessee shall, by a continuing condition, repeated actions or inactions, or a course of conduct that in anyway interferes with, limits, or adversely affects Lessor’s use.
2. Remedies. Upon occurrence of any Event of Default, Lessor may pursue any available remedy at law or equity, including, but not limited to, termination of Lessee’s right to possession hereunder without termination of this Lease.

F. TERMINATION.

1. Right to Terminate. Either Party may terminate by giving at least 30 days written notice to the other Party.
2. Removal of Property. Lessee shall remove all property within 30 days of termination. If property is not removed within 30 days, Lessor shall remove property in a reasonable manner pursuant to the law.
3. Payment Upon Termination. Lessor shall pay all rents due up to the termination date.

G. MISCELLANEOUS PROVISIONS

1. Modifications/Amendments. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Lessor and Lessee.
2. Successors and Assignability. The terms, covenants and conditions hereof shall be binding upon and inure to the successors of the parties hereto. This Agreement shall not assigned without prior written consent of Lessor, which consent shall not be unreasonably withheld.

3. Notices. All notices, certificates, or other communications shall be sufficiently given and deemed given when personally served, mailed by certified mail, or emailed to the following parties hereto:

Redwood County Sheriff's Department
Attn: Sheriff Jacobson
303 E 3rd Street
Redwood Falls, MN 56283
Phone: 507-637-4036
Jason_j@redwoodcounty-mn.gov

Arvig Enterprises Inc
Attn: Nathan Jacobson, Business Development & Sale Manager
731 Main St
Wabasso, MN 56293
507-342-8001

4. Compliance with Law. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.
5. Previous Agreements. All previous agreements between the parties are terminated upon the effective date of this Agreement.
6. Severability. 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.
7. Final Agreement. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

IN WITNESS WHEREOF, the County has caused this contract to be signed by its duly authorized officers, and the Lessee has hereto set its hand:

Dated this _____ day of _____, 2025.

ARVIG ENTERPRISES INC

COUNTY OF REDWOOD

Rick Wakefield, Board Chair

Administrator

Vicki Knobloch Kletscher, County

APPROVED AS TO FORM

Assistant Redwood County Attorney



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/2025	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, 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
11/25/25 10:04AM

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



REVENUES & EXPENDITURES BUDGET REPORT

Budget Name for Report:	2025 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:	11/2025			3 - Full Accrual
Save Report:	N			
Comment:				

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2025

Report Basis: Modified Accrual

3 FUND

ROAD AND BRIDGE

<u>Account Number</u>	<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Percent of Year Budget</u>	<u>92% % of BDG</u>
301 DEPT	ROAD & BRIDGE ADMINISTRATION				
----- REVENUES -----					
03-301-000-0000-5001	PROPERTY TAXES-CURRENT	480,917.16-	2,522,516.54-	3,493,074.00-	72
03-301-000-0000-5004	PROPERTY TAXES-DELINQUENT	1,096.13-	8,043.95-	0.00	0
03-301-000-0000-5007	MOBILE HOME TAXES-CURRENT	189.58-	189.58-	0.00	0
03-301-000-0000-5015	WHEELAGE TAX	59,415.14-	306,576.21-	360,000.00-	85
03-301-000-0000-5016	LOCAL SALES TAX	236,136.43-	935,739.03-	1,174,000.00-	80
03-301-000-0000-5020	SEVERED MINERAL TAXES	0.00	6.31-	5.00-	126
03-301-000-0000-5205	DISPARITY REDUCTION AID	0.00	4,344.36-	9,430.00-	46
03-301-000-0000-5208	MARKET VALUE CREDIT	39,836.54-	39,836.54-	85,628.00-	47
03-301-000-0000-5225	SPECIAL TOWN BRIDGE	0.00	79,599.24-	1,514,500.00-	5
03-301-000-0000-5230	TOWN BRIDGE REVENUE	0.00	656,604.61-	995,681.00-	66
03-301-000-0000-5235	TOWN ROAD REVENUE	0.00	850,340.00-	720,556.00-	118
03-301-000-0000-5240	ST. OF MN. - REG. MAINT.	0.00	2,321,331.90-	2,297,317.00-	101
03-301-000-0000-5242	ST. OF MN. - MUN.MAINT.	0.00	181,822.00-	358,911.00-	51
03-301-000-0000-5244	ST. OF MN. - REG.CONST.	148,721.55-	1,100,902.74-	3,414,072.00-	32
03-301-000-0000-5246	ST. OF MN - MUN. CONST.	0.00	0.00	538,123.00-	0
03-301-000-0000-5247	ST. OF MN - BRIDGE INSPECTION REIM	0.00	22,044.00-	0.00	0
03-301-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	14,532.61-	0.00	0
03-301-000-0000-5333	BRIDGE BONDING REVENUE	912,376.85-	2,290,486.02-	3,607,609.00-	63
03-301-000-0000-5382	MN DEPT OF TRANSPORTATION	0.00	30,000.00-	0.00	0
03-301-000-0000-5455	FEDERAL FUNDS - HIGHWAY	0.00	9,175.12-	446,344.00-	2
03-301-000-0000-5502	FEES & SERVICES	11,230.00-	11,230.00-	12,089.00-	93
03-301-000-0000-5503	OVERWEIGHT TRUCK PERMITS	3,100.00-	27,750.00-	24,800.00-	112
03-301-000-0000-5810	LAND LEASE & RENTAL	0.00	100.00-	0.00	0
03-301-000-0000-5830	MISCELLANEOUS REVENUE (VARIOUS FUNDS)	43.22-	129.66-	0.00	0
03-301-000-0000-5850	SALES OF MATERIALS	13,879.07-	74,130.63-	158,367.00-	47
03-301-000-0000-5920	SALE OF CAPITAL ASSET	0.00	8,577.50-	35,000.00-	25
----- EXPENDITURES -----					
03-301-000-0000-6103	SALARIES & WAGES-REGULAR	42,576.01	312,766.32	366,235.00	85
03-301-000-0000-6107	SALARIES & WAGES-OVERTIME	0.00	232.88	0.00	0
03-301-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	646.50	0.00	0
03-301-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	8,868.00	52,103.00	57,660.00	90
03-301-000-0000-6163	PERA-COUNTY SHARE	3,193.20	22,392.07	27,468.00	82
03-301-000-0000-6172	WORKERS' COMPENSATION	0.00	34,183.00	34,183.00	100
03-301-000-0000-6175	FICA-COUNTY SHARE	2,439.27	18,376.10	22,707.00	81

IFX
11/25/25 10:04AM

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2025

Report Basis: Modified Accrual

3 FUND

ROAD AND BRIDGE

Account Number	Status	Quarter To Date	Year To Date	Percent of Year		
				Budget	92% % of BDG	
03-301-000-0000-6176	MEDICARE-COUNTY SHARE	570.47	4,297.63	5,310.00	81	
03-301-000-0000-6202	TELEPHONE/FAX EXPENSE	2,925.86	16,629.45	18,837.00	88	
03-301-000-0000-6210	POSTAGE	164.79	2,119.74	2,044.00	104	
03-301-000-0000-6230	PRINTING & PUBLISHING	161.28-	964.92	2,039.00	47	
03-301-000-0000-6235	DOR LOCAL SALES TAX COSTS	2,125.23	8,421.66	20,428.00	41	
03-301-000-0000-6241	SUBSCRIPTIONS	0.00	0.00	124.00	0	
03-301-000-0000-6242	DUES	0.00	3,755.00	3,433.00	109	
03-301-000-0000-6262	STATE AUDIT	0.00	203.00	2,520.00	8	
03-301-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	825.00	16,302.98	14,649.00	111	
03-301-000-0000-6310	OFFICE EQUIPMENT REPAIR & MAINT.	177.10	1,957.20	1,550.00	126	
03-301-000-0000-6331	MILEAGE	266.40	266.40	87.00	306	
03-301-000-0000-6332	STAFF DEVELOPMENT	4,148.99	7,390.77	6,000.00	123	
03-301-000-0000-6334	LODGING & EXPENSE	0.00	3,603.06	2,183.00	165	
03-301-000-0000-6351	INSURANCE-PROPERTY & LIABILITY	0.00	110,670.77	109,870.00	101	
03-301-000-0000-6401	OFFICE SUPPLIES	901.24	8,033.69	5,827.00	138	
03-301-000-0000-6507	MISCELLANEOUS EXPENSES	0.00	45.00	1,239.00	4	
03-301-000-0000-6891	EXP REIMBURSEMENTS - EXTERNAL	1,532.13-	5,730.08-	9,668.00-	59	
301 DEPT	Totals ROAD & BRIDGE ADMINISTRATION	Revenue	1,906,941.67-	11,496,008.55-	19,245,506.00-	60
		Expend.	67,488.15	619,631.06	694,725.00	89
		Net	1,839,453.52-	10,876,377.49-	18,550,781.00-	59
310 DEPT	HIGHWAY MAINTENANCE					
----- REVENUES -----						
03-310-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	11,431.72-	9,845.00-	116	
03-310-000-0000-5301	STATE GRANTS	0.00	21,825.00-	0.00	0	
03-310-000-0000-5401	DISASTER GRANTS	0.00	65,475.00-	50,000.00-	131	
----- EXPENDITURES -----						
03-310-000-0000-6103	SALARIES & WAGES-REGULAR	122,189.33	860,331.24	1,110,691.00	77	
03-310-000-0000-6105	SALARIES & WAGES-PART TIME	3,818.00	53,169.41	39,426.00	135	
03-310-000-0000-6107	SALARIES & WAGES-OVERTIME	1,693.91	26,771.81	38,199.00	70	
03-310-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	132.00	0	
03-310-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	44,574.00	289,549.00	328,332.00	88	
03-310-000-0000-6163	PERA-COUNTY SHARE	9,289.10	66,378.90	86,167.00	77	
03-310-000-0000-6175	FICA-COUNTY SHARE	7,183.14	53,749.24	73,676.00	73	
03-310-000-0000-6176	MEDICARE-COUNTY SHARE	1,679.93	12,570.40	17,231.00	73	
03-310-000-0000-6202	TELEPHONE/FAX EXPENSE	120.00	660.00	360.00	183	
03-310-000-0000-6292	CONTRACT PAYMENTS	0.00	106,370.32	130,000.00	82	
03-310-000-0000-6332	STAFF DEVELOPMENT	0.00	1,055.00	14,000.00	8	

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



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2025

3 FUND ROAD AND BRIDGE

Report Basis: Modified Accrual

Account Number	Status	Quarter To Date	Year To Date	Percent of Year	
				Budget	% of BDG
03-310-000-0000-6341	EQUIPMENT RENTAL	20,725.00	58,745.70	143,594.00	41
03-310-000-0000-6501	ROAD MAINTENANCE SUPPLIES & MATERIALS	122,398.83	1,173,169.53	1,502,784.00	78
03-310-000-0000-6506	MINOR EQUIP. PURCHASES	21,353.00	65,868.31	0.00	0
03-310-000-0000-6507	MISCELLANEOUS EXPENSES	148,131.37	155,525.89	93,086.00	167
03-310-000-0000-6508	TOWN ROAD DISTRIBUTION	0.00	850,340.00	720,556.00	118
03-310-000-0000-6601	CAPITAL OUTLAY (\$5,000 AND OVER)	663,221.15	1,006,755.57	927,701.00	109
03-310-000-0000-6910	TRANSFERS IN	0.00	326,376.00	326,376.00	100
310 DEPT	Totals HIGHWAY MAINTENANCE	0.00	98,731.72-	59,845.00-	165
		Revenue			
		Expend.			
		Net			
		1,166,376.76	4,454,634.32	4,899,559.00	91
		1,166,376.76	4,355,902.60	4,839,714.00	90
320 DEPT	HIGHWAY CONSTRUCTION & ENGINEERING				
----- REVENUES -----					
03-320-000-0000-5249	INTERGOVERNMENTAL REIMBURSEMENTS-LC	0.00	0.00	80,000.00-	0
03-320-000-0000-5383	MN IT SERVICES GEOSPATIAL INFO OFF GRAN	0.00	89,910.00-	0.00	0
----- EXPENDITURES -----					
03-320-000-0000-6103	SALARIES & WAGES-REGULAR	27,708.50	119,797.54	244,755.00	49
03-320-000-0000-6105	SALARIES & WAGES-PART TIME	0.00	0.00	13,500.00	0
03-320-000-0000-6107	SALARIES & WAGES-OVERTIME	0.00	6,247.85	20,949.00	30
03-320-000-0000-6113	MEAL EXPENSE-TAXABLE	0.00	0.00	51.00	0
03-320-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	9,352.50	65,467.50	74,820.00	88
03-320-000-0000-6163	PERA-COUNTY SHARE	2,109.96	15,292.90	19,928.00	77
03-320-000-0000-6175	FICA-COUNTY SHARE	1,519.40	11,162.72	17,311.00	64
03-320-000-0000-6176	MEDICARE-COUNTY SHARE	355.35	2,610.63	4,048.00	64
03-320-000-0000-6230	PRINTING & PUBLISHING	0.00	0.00	57.00	0
03-320-000-0000-6241	SUBSCRIPTIONS	650.00	650.00	0.00	0
03-320-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	232,054.58	586,044.77	434,521.00	135
03-320-000-0000-6292	CONTRACT PAYMENTS	1,628,099.43	5,022,292.21	11,043,602.00	45
03-320-000-0000-6297	GO BONDING CONTRACT PAYMENTS	0.00	602,956.35	166,299.00	363
03-320-000-0000-6331	MILEAGE	0.00	0.00	47.00	0
03-320-000-0000-6366	RIGHT OF WAY - PERMANENT EASEMENTS	0.00	51,831.00	100,000.00	52
03-320-000-0000-6367	RIGHT OF WAY-TEMP.EASE.& OTHER	0.00	7,218.53	40,000.00	18
03-320-000-0000-6505	ENG. & CONST.MATERIALS & SUPPLIES	114,396.23	122,243.82	44,435.00	275
03-320-000-0000-6506	MINOR EQUIP. PURCHASES	39.99	430.10	0.00	0
----- REVENUES -----					
03-320-000-2720-5240	2021A GO BOND INTEREST REIM - REG MAINT	0.00	196,525.00-	0.00	0
03-320-000-2720-5244	2021A GO BOND PRINCIPAL REIM - REG CONST	0.00	325,000.00-	325,000.00-	100
03-320-000-2720-5249	2021A GO BOND INTEREST REIM - REG MAINT	0.00	0.00	196,525.00-	0

*** Redwood County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 11/2025

Report Basis: Modified Accrual

<u>Account Number</u>	<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Percent of Year Budget</u>	<u>92% % of BDG</u>
----- EXPENDITURES -----					
03-320-000-2720-6702	PRINCIPAL PAYMENTS 2021A BONDS	0.00	325,000.00	325,000.00	100
03-320-000-2720-6705	INTEREST PAYMENTS 2021A BONDS	0.00	196,525.00	196,525.00	100
320 DEPT	Totals HIGHWAY CONSTRUCTION & ENGINEERING	0.00	611,435.00-	601,525.00-	102
		Revenue			
		Expend.	2,016,285.94	7,135,770.92	56
		Net	2,016,285.94	6,524,335.92	54
330 DEPT	EQUIPMENT MAINTENANCE & SHOP				
----- REVENUES -----					
03-330-000-0000-5980	INSURANCE RECOVERIES	2,500.00-	36,742.18-	0.00	0
----- EXPENDITURES -----					
03-330-000-0000-6103	SALARIES & WAGES-REGULAR	15,064.80	106,896.00	131,064.00	82
03-330-000-0000-6107	SALARIES & WAGES-OVERTIME	48.06	1,577.97	5,010.00	31
03-330-000-0000-6153	EMPLOYER CAFETERIA CONTRIBUTION	3,351.00	23,457.00	26,808.00	88
03-330-000-0000-6163	PERA-COUNTY SHARE	1,133.46	8,135.54	10,206.00	80
03-330-000-0000-6175	FICA-COUNTY SHARE	908.01	6,533.36	8,437.00	77
03-330-000-0000-6176	MEDICARE-COUNTY SHARE	212.36	1,527.97	1,973.00	77
03-330-000-0000-6251	UTILITIES	19,024.07	51,494.94	81,619.00	63
03-330-000-0000-6291	PROFESSIONAL & TECHNICAL SERVICES	0.00	1,500.00	0.00	0
03-330-000-0000-6305	BLDG - REPAIRS & MAINTENANCE	16,736.70	35,019.97	99,065.00	35
03-330-000-0000-6306	MAINTENANCE - EQUIPMENT	16,645.50	27,216.92	34,216.00	80
03-330-000-0000-6332	STAFF DEVELOPMENT	0.00	0.00	38.00	0
03-330-000-0000-6502	SHOP MATERIALS & SUPPLIES	9,303.13	49,443.80	56,293.00	88
03-330-000-0000-6503	EQUIPMENT REPAIR PARTS & SUPPLIES	59,967.95	141,025.95	283,617.00	50
03-330-000-0000-6504	FUEL	32,522.36	237,786.43	432,296.00	55
03-330-000-0000-6507	MISCELLANEOUS EXPENSES	2,199.00	2,199.00	0.00	0
330 DEPT	Totals EQUIPMENT MAINTENANCE & SHOP	2,500.00-	36,742.18-	0.00	0
		Revenue			
		Expend.	177,116.40	693,814.85	59
		Net	174,616.40	657,072.67	56
3 FUND	Totals ROAD AND BRIDGE	Revenue	1,909,441.67-	12,242,917.45-	19,906,876.00-
		Expend.	3,427,267.25	12,903,851.15	19,510,774.00
		Net	1,517,825.58	660,933.70	396,102.00-
		167-			
FINAL TOTALS	112 Accounts	Revenue	1,909,441.67-	12,242,917.45-	19,906,876.00-
		Expend.	3,427,267.25	12,903,851.15	19,510,774.00
		Net	1,517,825.58	660,933.70	396,102.00-
					167-



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/2025	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
Approve bills and 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: 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 ****

ROAD & BRIDGE

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

AT THE COUNTY BOARD MEETING OF December 2, 2025.

FUND 03-301

SALARIES (PER DIEMS) PAYABLE

Y=184-0

N=184-3

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

MEALS PAYABLE (182-3)

-----EMPLOYEE-----	---NO.---	-----AMOUNT-----
Klisch, Nick	2307	9.12
TOTAL		9.12

**APPROVED AND ORDERED PAID BY ORDER OF THE BOARD OF REDWOOD
COUNTY COMMISSIONERS ON THIS 2 DAY OF
December, 2025.**

Chair, Redwood County Board of Commissioners

REDWOOD COUNTY MEAL REIMBURSEMENT POLICY WORKSHEET

(Worksheet must be submitted separately for personal reimbursement or with County Credit Card)

Employee Name: Mark Klisch
 Event (Attach Registration Info): Transportation Alliance Annual Mtg + Forecast
 Location of Event: Wade Park, MN
 Date(s) of Event: 11-3-25

Circle Type: Personal Reimbursement or County Credit Card

- Attach VENDOR OR SIGNED RECEIPT(S) indicating ITEMIZED MEAL CLAIM for ONE Employee ONLY

	Max \$35/Day	Max \$35/Day	Max \$35/Day	Max \$35/Day	Max \$35/Day
	Date: 11-3-25	Date:	Date:	Date:	Date:
Breakfast \$	9.12				
Lunch \$	included				
Dinner \$					
Total Spent/Day:	9.12				

	Max \$35/Day				
	Date:	Date:	Date:	Date:	Date:
Breakfast \$					
Lunch \$					
Dinner \$					
Total Spent/Day:					

Check box to indicate meals did not include tips, alcoholic beverages or delivery charges:

Check box to indicate event registration **DID NOT** include meal costs being submitted by employee:

Employee Signature: Mark Klisch Lunch only.

Casey's# 3303
115 Mn 55
Kimball, MN 55353
Register 2

11/3/25 08:53:48
Reg:2 Cashier:VINITA
Receipt 2697731
Type SALE

1 Loaded Burrito	4.99✓
1 Monster Ultra Zero 1	3.49✓

SubTotal	8.48
State Tax	0.64✓
Total	9.12

Received
 Visa
 Visa
 Chip Read
 Tran Type: Sale
 Response : APPROVED
 Card Num : XXXXXXXXXXXX7902
 Merchant : 134000022003303
 Terminal : 00999004
 DeviceID : 2
 Approval : 803035
 Date/Time: 2025/11/03 08:53:40
 Batch : 20251103731

9.12

Seq# : 4209
Reference:
53074889323238530753626216048BPVEU000000
00
2
CVV2 : P (Not processed)

USD\$ 9.12

VISA CREDIT
AID: A0000000031010
TVR: 8000008000
IAD: XXXXXXXXXXXXXXX

TSI: 6800
ARQC: 08FEA0D4F898E401

APPROVED BY ISSUER

CASEY'S REWARDS
Guest: Nick Klisch
Rewards Account: XXXXXXXXXXXX2427

Visit caseys.com/survey
To take a short survey about your visit
And be entered into a monthly drawing
to win a \$500 Casey's Gift Card.
Survey # 3303-0002697731-0853



Minnesota Transportation Alliance 132nd Annual Meeting & Construction Forecast 2025 November 3rd - Hybrid Event 9:00 AM - 4:00 PM

Preparing for the Future

9:00 am - Registration Opens

9:30 am - Welcome and Business Meeting - Tim Arvidson, Alliance President
Annual Meeting and Alliance Board of Directors Elections



10:00 am - Electrification of Transportation

Electricity as a Fuel Working Group Update - Senator Ann Johnson Stewart
The Minnesota Legislature created a working group to explore the impact of increasing electric vehicle ownership, infrastructure opportunities and barriers, and policy in other states to develop a roadmap for sustainable transportation funding mechanisms.

Utah Electrification Initiative and Leading National Research - Michael Masquelier, Chief Commercial Officer, ASPIRE Research Center and Jennifer

Seelig, PhD, MPA, Director USU ASPIRE EV Research Community & Government Relations

ASPIRE is a National Science Foundation supported engineering research center focused on transportation electrification. ASPIRE's mission is to accelerate the nationwide deployment of practical, cost-effective electrified transportation solutions. Through the Utah Electrification Initiative (funded by SB125 - 2023), Utah is charting a bold course toward a more connected and economically vibrant transportation future. And with Utah's population expected to hit 5 million by 2050, it's more important than ever to lead the charge in innovation. This timely effort is especially crucial as decision makers answer the calls of Operation Gigawatt and the 2034 Winter Olympics.



The Park Event Center

500 Division Street

Waite Park, MN

Or Remotely - Via Zoom



11:00 am - NiceConnect - Digital Project Delivery Initiative -

Shannon McGrath, WSB



Amy
Sullivan, MnDOT



As MnDOT continues to enhance its digital delivery efforts, the need to accelerate data interoperability throughout an asset's lifecycle has become increasingly evident. To address this, MnDOT has secured a federal Advanced Digital Construction Management

System (ADCMS) grant for a project known as NiceConnect. This initiative aims to modernize and standardize data interoperability across the various stages of planning, design, construction, and asset management.

11:45 AM Lunch/Awards

Koniarski Award – Vance Stuehrenberg, Blue Earth County

Mathiowetz Award – Barb Lau, Association of Women Contractors

President's Award – Representative Pete Stauber

Transportation Advocate Award – Barb Weckman Brekke, Scott County

Transportation Advocate Award – Stan Karwoski, Washington County

1:00 PM Construction Forecast

Transportation Funding Update – Josh Knatterud Hubinger, CFO, MnDOT

Construction Program/Corridors of Commerce Update – Trang Chu, MnDOT

State Aid Update: Local Road and Local Bridge Program/other updates
Marc Briese, State Aid

Local Cost Participation Policy Update - Philip Schaffner, Office of
Transportation System Management

Greenhouse Gas Emissions Assessment Update – Maurice Roers, Office of
Sustainability and Public Health

3:00 pm - Networking Reception

The Park Event Center

500 Division Street

Waite Park, MN

Or Remotely - Via Zoom



IFX
11/25/25 10:22AM

***** 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
	1580 AFFORDABLE DIRT WORKS							
1	03-310-000-0000-6501			3,000.00	Remove Debris Under Bridge	291	ROAD MAINTENANCE SUPPLIES & M	N
2	03-310-000-0000-6501			1,000.00	Remove Debris	293	ROAD MAINTENANCE SUPPLIES & M	N
3	03-310-000-0000-6501			1,500.00	Remove Debris	294	ROAD MAINTENANCE SUPPLIES & M	N
4	03-310-000-0000-6501			1,500.00	Remove Debris	295	ROAD MAINTENANCE SUPPLIES & M	N
5	03-310-000-0000-6501			1,000.00	Remove Debris	296	ROAD MAINTENANCE SUPPLIES & M	N
6	03-310-000-0000-6501			1,000.00	Remove Debris	297	ROAD MAINTENANCE SUPPLIES & M	N
7	03-310-000-0000-6501			3,000.00	Clean Out Culvert	298	ROAD MAINTENANCE SUPPLIES & M	N
8	03-310-000-0000-6501			6,500.00	Fix Drain Tile	299	ROAD MAINTENANCE SUPPLIES & M	N
9	03-310-000-0000-6501			2,500.00	Fix Drain Pipe & Culvert	300	ROAD MAINTENANCE SUPPLIES & M	N
10	03-310-000-0000-6501			3,000.00	Fix Broken Tile	301	ROAD MAINTENANCE SUPPLIES & M	N
11	03-310-000-0000-6501			2,500.00	Clean Out Culverts	302	ROAD MAINTENANCE SUPPLIES & M	N
12	03-310-000-0000-6501			800.00	Clean Out Culvert	303	ROAD MAINTENANCE SUPPLIES & M	N
	1580 AFFORDABLE DIRT WORKS			27,300.00	12 Transactions			
	1591 ALBERTSON/DYLAN							
13	03-310-000-0000-6507			200.00	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	1591 ALBERTSON/DYLAN			200.00	1 Transactions			
	2440 AMBERG/JARED							
14	03-310-000-0000-6507			200.00	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	2440 AMBERG/JARED			200.00	1 Transactions			
	76720 AUTO VALUE OF REDWOOD FALLS							
15	03-330-000-0000-6503			19.79	Filter		EQUIPMENT REPAIR PARTS & SUPP	N
16	03-330-000-0000-6503			309.82	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	76720 AUTO VALUE OF REDWOOD FALLS			329.61	2 Transactions			
	6020 BECKLUND/RYAN							
17	03-320-000-0000-6507			200.00	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	6020 BECKLUND/RYAN			200.00	1 Transactions			
	7410 BLACKSTRAP INC							
19	03-310-000-0000-6501			12,631.34	Road Salt		ROAD MAINTENANCE SUPPLIES & M	Y
18	03-340-000-0000-6507			9,180.36	Road Salt - City of RWF		MISCELLANEOUS EXPENSES	Y
	7410 BLACKSTRAP INC			21,811.70	2 Transactions			
	7570 BOLTON & MENK INC							
20	03-320-000-0000-6291			36,889.50	Professional Engineering Fees	0378757	PROFESSIONAL & TECHNICAL SER	N

IFX
 11/25/25 10:22AM
 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
	7570 BOLTON & MENK INC			36,889.50				
	9197 BUNTING/DOUG							
21	03-310-000-0000-6507			179.99	Boot Reimbursement		MISCELLANEOUS EXPENSES	Y
	9197 BUNTING/DOUG			179.99		1 Transactions		
	13242 COUNTRY ENTERPRISES INC							
22	03-310-000-0000-6501			816.20	Perf Pipe Sticks	97200	ROAD MAINTENANCE SUPPLIES & M	N
23	03-330-000-0000-6502			180.90	Snow Plow Markers	97330	SHOP MATERIALS & SUPPLIES	N
	13242 COUNTRY ENTERPRISES INC			997.10		2 Transactions		
	16485 DEUTZ/JESSE							
24	03-310-000-0000-6507			200.00	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	16485 DEUTZ/JESSE			200.00		1 Transactions		
	20730 ECOWATER SYSTEMS OF REDWOOD FALL							
25	03-301-000-0000-6401			39.00	Office Supply	142490	OFFICE SUPPLIES	N
	20730 ECOWATER SYSTEMS OF REDWOOD FALL			39.00		1 Transactions		
	21500 ELECTRIC MOTOR COMPANY							
26	03-330-000-0000-6503			55.88	LP Tank Fills	149277	EQUIPMENT REPAIR PARTS & SUPP	N
	21500 ELECTRIC MOTOR COMPANY			55.88		1 Transactions		
	22283 ETTERMAN ENTERPRISES INC							
27	03-330-000-0000-6502			1,006.91	Misc Shop Supplies		SHOP MATERIALS & SUPPLIES	N
	22283 ETTERMAN ENTERPRISES INC			1,006.91		1 Transactions		
	24583 FARM-RITE EQUIPMENT OF WILLMAR INC							
28	03-330-000-0000-6503			155.92	Repair Parts	P59734	EQUIPMENT REPAIR PARTS & SUPP	N
	24583 FARM-RITE EQUIPMENT OF WILLMAR INC			155.92		1 Transactions		
	24610 FELLING TRAILERS INC							
29	03-330-000-0000-6503			117.61	Tire	051222	EQUIPMENT REPAIR PARTS & SUPP	N
	24610 FELLING TRAILERS INC			117.61		1 Transactions		
	28650 GARY KERKHOFF CONSTRUCTION INC							
30	03-330-000-0000-6305			650.00	Pumped Out Sand Traps - Milroy	8873	BLDG - REPAIRS & MAINTENANCE	N
	28650 GARY KERKHOFF CONSTRUCTION INC			650.00		1 Transactions		
	29675 GMS INDUSTRIAL SUPPLIES INC							

*** Redwood County ***



3 ROAD AND BRIDGE

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
31	03-330-000-0000-6503			6.18	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
32	03-330-000-0000-6502			51.00	Shop Supply	134458	SHOP MATERIALS & SUPPLIES	N
	29675			57.18	2 Transactions			
	81090							
	GORDY SERBUS & SONS GRAVEL LLC							
33	03-310-000-0000-6501			387.26	Gravel	15314	ROAD MAINTENANCE SUPPLIES & M	N
	81090			387.26	1 Transactions			
	32001							
	H & L PRINTING SERVICE							
34	03-301-000-0000-6401			146.00	Envelopes	37329	OFFICE SUPPLIES	N
	32001			146.00	1 Transactions			
	43095							
	JOHN DEERE FINANCIAL							
36	03-330-000-0000-6502			9.46	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
35	03-330-000-0000-6503			57.66	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	43095			67.12	2 Transactions			
	50900							
	LAVOY'S REPAIR LLC INC							
39	03-330-000-0000-6306			311.25	Change Tires		MAINTENANCE - EQUIPMENT	N
38	03-330-000-0000-6503			30.00	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	50900			341.25	2 Transactions			
	53100							
	LOCATORS & SUPPLIES INC							
40	03-310-000-0000-6507			377.64	Insulated Gloves	0324294	MISCELLANEOUS EXPENSES	N
	53100			377.64	1 Transactions			
	53227							
	LOFFLER COMPANIES INC							
37	03-301-000-0000-6310			69.06	Copier Maint Contract		OFFICE EQUIPMENT REPAIR & MAIN	N
	53227			69.06	1 Transactions			
	56913							
	MIDWEST SUPPLY OF TRACY INC							
41	03-330-000-0000-6503			177.39	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	56913			177.39	1 Transactions			
	63542							
	NORTH CENTRAL INTERNATIONAL LLC							
42	03-330-000-0000-6306			1,395.00	Repair Transmission		MAINTENANCE - EQUIPMENT	N
43	03-330-000-0000-6503			280.56	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
44	03-330-000-0000-6503			63.22	Repair Part		EQUIPMENT REPAIR PARTS & SUPP	N
45	03-330-000-0000-6503			821.84	Filters		EQUIPMENT REPAIR PARTS & SUPP	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
63542	NORTH CENTRAL INTERNATIONAL LLC			2,560.62		4 Transactions		
46	63875 OK TIRE STORE INC 03-330-000-0000-6503			3,363.60	Tires		EQUIPMENT REPAIR PARTS & SUPP	N
	63875 OK TIRE STORE INC			3,363.60		1 Transactions		
47	70975 PETTY/DAVID 03-310-000-0000-6507			196.43	Boot Reimbursement		MISCELLANEOUS EXPENSES	N
	70975 PETTY/DAVID			196.43		1 Transactions		
48	71900 PLUNKETT'S PEST CONTROL INC 03-330-000-0000-6305			1,232.11	Annual Pest Control Program -		BLDG - REPAIRS & MAINTENANCE	N
	71900 PLUNKETT'S PEST CONTROL INC			1,232.11		1 Transactions		
49	74900 QUILL LLC 03-301-000-0000-6401			179.95	Receipt Books		OFFICE SUPPLIES	N
	74900 QUILL LLC			179.95		1 Transactions		
50	76570 REDWOOD GAZETTE-LIVEWIRE/THE 03-301-000-0000-6241			150.50	Newspaper Subscription		SUBSCRIPTIONS	N
	76570 REDWOOD GAZETTE-LIVEWIRE/THE			150.50		1 Transactions		
51	76769 REEDSBURG HARDWARE CHAIN LLC 03-330-000-0000-6502			5,823.18	Shop Supplies - Hooks & Chains		SHOP MATERIALS & SUPPLIES	N
	76769 REEDSBURG HARDWARE CHAIN LLC			5,823.18		1 Transactions		
52	76932 RESERVE ACCOUNT 03-301-000-0000-6210			700.00	Postage Meter		POSTAGE	N
	76932 RESERVE ACCOUNT			700.00		1 Transactions		
53	78815 RSS GROUP INTERNATIONAL INC 03-330-000-0000-6502			270.34	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
	78815 RSS GROUP INTERNATIONAL INC			270.34		1 Transactions		
54	76758 RTS LLC 03-330-000-0000-6306			30.00	Tire Repair		MAINTENANCE - EQUIPMENT	Y
	76758 RTS LLC			30.00		1 Transactions		
55	79500 RUNNINGS FARM & FLEET 03-310-000-0000-6501			116.47	Sign Shop Supplies		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
56	03-330-000-0000-6502			69.93	Shop Supplies		SHOP MATERIALS & SUPPLIES	N
	79500			186.40	2 Transactions			
	80086							
57	03-330-000-0000-6503			235.00	Repair Part		EQUIPMENT REPAIR PARTS & SUPP	N
	80086			235.00	1 Transactions			
	80075							
58	03-330-000-0000-6502			144.96	Parts Washer		SHOP MATERIALS & SUPPLIES	N
	80075			144.96	1 Transactions			
	80180							
59	03-310-000-0000-6501			2,120.00	Fix Rip Rap		ROAD MAINTENANCE SUPPLIES & M	N
60	03-310-000-0000-6501			16,100.00	Remove Trees		ROAD MAINTENANCE SUPPLIES & M	N
	80180			18,220.00	2 Transactions			
	86590							
61	03-301-000-0000-6332			32.98	Rolls - Safety Meeting		STAFF DEVELOPMENT	N
	86590			32.98	1 Transactions			
	88743							
62	03-330-000-0000-6503			822.59	Filters		EQUIPMENT REPAIR PARTS & SUPP	Y
63	03-330-000-0000-6503			48.50	Filter		EQUIPMENT REPAIR PARTS & SUPP	Y
	88743			871.09	2 Transactions			
	90661							
64	03-310-000-0000-6341			1,687.50	Mowing		EQUIPMENT RENTAL	N
65	03-310-000-0000-6341			3,250.00	Blading		EQUIPMENT RENTAL	N
	90661			4,937.50	2 Transactions			
	91230							
66	03-330-000-0000-6502			229.92	Uniforms, Mats, Shop Towels, E		SHOP MATERIALS & SUPPLIES	Y
	91230			229.92	1 Transactions			
	93070							
67	03-330-000-0000-6503			1,370.44	Repair Parts		EQUIPMENT REPAIR PARTS & SUPP	N
	93070			1,370.44	1 Transactions			
	99250							
68	03-330-000-0000-6502			1,037.37	Shop Supply		SHOP MATERIALS & SUPPLIES	N

IFX
11/25/25 10:22AM

3 ROAD AND BRIDGE

*** Redwood County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

Vendor	Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
No.	Account/Formula						Paid On Bhf #	On Behalf of Name	
99250	ZEP SALES & SERVICE			1,037.37		1 Transactions			
99290	ZIEGLER INC								
69	03-330-000-0000-6503			812.83	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	N
70	03-330-000-0000-6503			985.80	Cutting Edges			EQUIPMENT REPAIR PARTS & SUPP	N
99290	ZIEGLER INC			1,798.63		2 Transactions			
3 Fund Total:				135,527.14	ROAD AND BRIDGE			45 Vendors	70 Transactions
Final Total:				135,527.14	45 Vendors	70 Transactions			

*** Redwood County ***



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

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	135,527.14	ROAD AND BRIDGE
All Funds	135,527.14	Total

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



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/2025	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
CSAH 4 LRIP Application		estimated time needed:	5 minutes
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Pass resolution to apply for LRIP State Bond Funds to be used for the CSAH 4 project in 2027.

Background Information:

CSAH 4 from Lyon County Line to TH 71 is scheduled for a 2" Mill and 3" Overlay in 2027. \$2,695,113 of the approximately \$5 Million project cost will be funded with Federal Funds. It is estimated to cost an additional \$2.7 Million to complete the segment from TH 71 to the Brown County Line. This \$1.5 Million LRIP grant is necessary to fund this additional segment to the project.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

Administrators Comments:

Reviewed by Administrator: Yes No

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

Redwood County Board of Commissioners

P.O. Box 130 Redwood Falls, MN 56283

**Resolution Authorizing Grant Application Through
MnDOT State Aid Local Road Improvement Program**

December 2, 2025



The following Resolution was offered by Commissioner _____ and moved for adoption at a Regular Meeting held on December 2, 2025 at the Redwood County Government Center, Redwood Falls, MN:

WHEREAS, the Redwood County Highway Department would like to submit a project for Local Road Improvement Program Funds; and

WHEREAS, CSAH 4 will be rehabilitated from the Lyon County Line to TH 71 in 2027 or if LRIP funds are received, CSAH 4 from TH 71 to the Brown County Line will also be rehabilitated in 2027 to include a 10-ton pavement design;

WHEREAS, Redwood County will fund engineering, right-of-way (if needed), inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount;

NOW THEREFORE BE IT RESOLVED, that Redwood County, Minnesota will pursue grant funds through the MnDOT State Aid for Local Road Improvement Program for said purpose.

BE IT FURTHER RESOLVED, that the Redwood County Highway Engineer is hereby authorized to act as agent on behalf of this project.

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

This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes__ Nays__

Dated this 2nd day of December, 2025

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@redwoodcounty-mn.gov

2nd District

JIM SALFER

865 Pine Street

Wabasso, MN 56293

(507) 829-8029

Jim_S2@redwoodcounty-mn.gov

3rd District

DENNIS GROEBNER

250 Center Street

Clements, MN 56224

(507) 692-2235

Dennis_G@redwoodcounty-mn.gov

4th District

BOB VANHEE

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

Bob_V@redwoodcounty-mn.gov

5th District

COREY THEIS

121 W. 4th St.

Redwood Falls, MN 56283

(507) 430-4150

Corey_T@redwoodcounty-mn.gov



REQUEST FOR BOARD ACTION

Requested Board Date:	12-2-2025	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
Surplus property donation		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:

Declare Highway Department steel folding chairs (approximately 40) surplus property and approve donation to Redwood Falls Fire Department.

Background Information:

The Highway Department recently purchased lightly used chairs from MnDOT for the conference/training room that have padding and armrests making them more suitable than the steel folding chairs that were being used. Building Maintenance has stated that there is no need for the folding chairs in other county facilities. The Redwood Falls Fire Department has a suitable use for the chairs. It would cost more money in staff time to sell the chairs than what the chairs would bring via on-line auction, so it is recommended to donate them to Redwood Falls Fire Department.

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 Policy for Donation of Surplus Equipment to a Nonprofit Organization

Purpose

The purpose of this Policy is to establish procedures for the Donation of Surplus Equipment by Redwood County to a Nonprofit Organization pursuant to Minnesota Statute § 471.3459.

Scope

This Policy applies to all Redwood County departments that generate Surplus Equipment and governs the actions of all Redwood County employees and officials.

Definitions

“County” means Redwood County, a political subdivision of Minnesota.

“County Board” means the Redwood County Board of Commissioners.

“Donation” means to contribute, donate or give Surplus Equipment at no cost to a Nonprofit Organization that serves a public purpose and benefits its community as a whole.

“Eligible Organization” means a Nonprofit Organization serving one or more of the following functions: cultural, historical, educational, safety, social services, environmental or economic.

“Fair Market Value” means the price at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all relevant facts.

“Nonprofit Organization” means an organization formed under Section 501(c)(3) of the Internal Revenue Code.

“Policy” means this Policy herein as adopted by the County Board.

“Surplus Equipment” means equipment used by any of the County’s departments, and such equipment, including, but not limited to cellular phones and emergency medical and firefighting equipment that is no longer needed by the County because it does not meet industry standards or has minimal or no resale value.

“Surplus Equipment Form” means the form attached as Exhibit A to this Policy that must be filled out by a Nonprofit Organization requesting a Donation of Surplus Equipment.

Procedure

The County may offer surplus equipment for Donation in conformance with the following guidelines:

1. Identify Surplus Equipment. Department Heads are responsible for monitoring their equipment and shall identify and report all Surplus Equipment on a periodic basis or as otherwise requested.
2. Determine the Fair Market Value of Surplus Equipment. The Department Head shall recommend the Fair Market Value of the Surplus Equipment, if required.
3. County Board Declaration. The list of the Surplus Equipment shall be presented to the County Board. The County Board shall approve or deny the surplus equipment as eligible for donation. The County has no obligation to make a Donation of Surplus Equipment. Surplus Equipment that is not donated may be sold, recycled or discarded as allowed by law.
4. Donation. After the County Board has determined the Surplus Equipment is eligible for Donation, the department head shall be responsible for coordinating the Donation of the Surplus Equipment in accordance with the terms of this Policy.
5. Transfer between Departments. All Surplus Equipment must first be considered for transfer between departments for the benefit of the County.
6. Advertisement. Surplus Equipment shall be posted as eligible for Donation on the County's website. The County may also use other reasonable means to notify Eligible Organizations about the availability of Surplus Equipment.
7. Approval of Donation. Donation must be approved by the County Board.
8. Prioritization of Donations. If more than one Eligible Organization requests a Donation for the same Surplus Equipment, the County shall consider factors it deems relevant including how the Surplus Equipment will be used, the benefit to the Eligible Organization, the impact on the County, how the Donation will accomplish goals of the County Board, and any previous Donation to the Eligible Organization.
9. Conflict of Interest. All County employees and officials are prohibited from taking possession of any Surplus Equipment on behalf of an Eligible Organization.
10. As Is. A Donation of Surplus Equipment is made "as is" with no warranty, guarantee or representation of any kind, express or implied, as to the condition, utility, or usability of the Surplus Equipment offered. The Surplus Equipment may be defective and cannot be relied upon for safety purposes.
11. Title/Transfer Fees. Any fees required to transfer the Surplus Equipment are the responsibility of the Eligible Organization.
12. Transportation. On Exhibit A, Surplus Equipment Form, the Eligible Organization must provide a plan for transporting the Surplus Equipment from the County to the Eligible Organization. The Eligible Organization must pay all expenses associated with the transportation of the Surplus Equipment.

13. Title. When Surplus Equipment is donated to an Eligible Organization, title and interest in the donated item rests with the Eligible Organization. The County has no title, property, possessory or any other interest in Surplus Equipment once a donation occurs.

14. Disclaimer of Warranties. The County makes no agreement, warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or use of the Surplus Equipment by the recipient or any other user.

The recipient acknowledges the Surplus Equipment may be defective and that it cannot be relied upon for safety purposes. The recipient has a duty to inspect the Surplus Equipment before it is used for any purpose.

The recipient acknowledges the following: the County is not a manufacturer of the Surplus Equipment or a dealer therein; the Surplus Equipment is being provided “as is” and “with all faults”; it is agreed and understood that all of the aforementioned risks are to be borne by the recipient of the Surplus Equipment.

In no event shall the County be liable for any damages in connections with or arising out of the recipient’s or any other person’s or entity’s use of the Surplus Equipment.



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

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

**Exhibit A
Surplus Equipment Form**

Organization Name: Redwood Falls Fire Department

Organization Address: 900 South Gould Street
RWF, MN 56283

Organization Website: _____

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

Organization Purpose: Fire + Rescue

Point of Contact
Name: Joe Probst
Address: RWF, MN

Email: office@ci.redwood-falls.mn.us
Phone: 612-~~716~~ 716-9520

County Surplus Equipment of Interest:
Folding chairs

How will the requested Surplus Equipment benefit your organization?
provide more seating for fundraising events
+ organizational meetings

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

pick up truck

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

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

Printed name of Applicant: _____

Joe Probst

Signature of Applicant: _____

Joe Probst

Date _____

11-25-25



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/2025	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:		Presenter:	Nick Klisch, County Highway Engineer
Approve uniforma and shop supply contract		estimated time needed:	5 minutes
Board Action: <input type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve Highway Dept shop supervisor and mechanic uniform, supply and 1st aid contract with Vestis.

Background Information:

The service contract with Vestis to provide uniforms for the shop supervisor and mechanic, shop supplies, and 1st aid cabinet at the highway department expires and we are requesting to enter back into the contract for services.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

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

Date Requestor Requires Review Completion: 12/8/25

Administrators Comments:

Reviewed by Administrator: Yes No

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

SERVICE AGREEMENT

Customer # 9867922

Customer's Service Location
Customer's Billing Address

CUSTOMER NAME: REDWOOD COUNTY HIGHWAY DEPARTMENT	CUSTOMER NAME: REDWOOD COUNTY HIGHWAY DEPARTMENT
ADDRESS: 1820 E BRIDGE ST	ADDRESS: PO BOX 6
CITY/STATE/ZIP: REDWOOD FALLS, MN 56283	CITY/STATE/ZIP: REDWOOD FALLS, MN 56283

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE		NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)
1	GP0621CHAR	PANT CARGO 65/35	11	\$0.405	\$0.109	WEEKLY	\$37.195
1	GP0766BLDM	PANT DENIM CARPENTER JEAN	11	\$0.405	\$0.236	WEEKLY	\$37.172
0	GP0002BRWN	PANT WORK TWILL 65/35	0	\$0.231	\$0.109	WEEKLY	\$24.566
2	GS1987NVGY	SHIRT DICKIES SS COLORBLOCK	11	\$0.208	\$0.109	WEEKLY	\$37.230
0	GS0019CHAR	SHIRT WORK SS 65/35	0	\$0.208	\$0.109	WEEKLY	\$19.256
0	GS0019TANN	SHIRT WORK SS 65/35	0	\$0.208	\$0.109	WEEKLY	\$19.256

NON-GARMENT MERCHANDISE AND SERVICES ORDERED:

	MERCHANDISE		QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE® RATE (per item)	REPLACEMENT CHARGE (per item)
CE0120XXXX	BAG STAND TALL	X	1	\$0.289	WEEKLY	100%	N/A	\$18.586
CE0959XXXX	CAB FA CLASS B W MEDS	X		\$15.590	WEEKLY	100%	N/A	\$260.000
CE0121XXXX	HANGER STAND	X	1	\$0.289	WEEKLY	100%	N/A	\$13.276
XX0297GREY	LAUNDRY BAG ERGO CLIPS	X	2	\$0.289	WEEKLY	100%	\$0.092	\$6.638
DM0001MDGY	MAT NYLON/RUBBER	3X10	6	\$4.618	WEEKLY	50%	N/A	\$152.670
TS0002ORNG	SHOP TOWEL PLAIN	18X18	100	\$0.034	WEEKLY	100%	\$0.036	\$1.154

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE® RATE (per item)	REPLACEMENT CHARGE (per item)

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:							
DESCRIPTION		RATE		DESCRIPTION		RATE	
Garment Preparation	\$2.00	per Garment		Service Charge	9.0%	per Week	
Company Emblem	\$0.00	per Emblem		Multi-day Stop Charge	-	per Additional Stop	
Name Emblem	\$2.00	per Emblem					
Other Emblem	\$0.00	per Emblem					
Additional Terms/Charges:							

Vestis™ will provide Customer with a uniform, apparel and/or non-garment workplace supplies (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. Vestis will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify Vestis of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of Vestis. Customer agrees that Vestis is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 90 days, but not more than 180 days, before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of Vestis. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge. Merchandise ruined through normal wear and tear will be replaced without additional replacement charge.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (Continued)

If an "EasyCare®" charge is included, Vestis will replace the corresponding garment Merchandise that is ruined by Customer and non-garment Merchandise that is lost or ruined by Customer, in each case without any additional replacement charge. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare and Customer is still responsible for preparation, embroidery and emblem charges. Either party may discontinue EasyCare on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, Vestis may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. Charges may be additionally increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying Vestis in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, Vestis reserves the right to terminate this Agreement in whole or in part. Vestis may add surcharges or other ancillary charges upon written notice (which may be by invoice or monthly statement) at any time. In consideration of the sizeable investment Vestis is making in Merchandise, Customer agrees that Vestis may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. Vestis will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by Vestis on all past due amounts. Vestis may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing Vestis in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing Vestis a reasonable period of time of at least 30 days to correct or begin to correct the deficiencies. If Vestis has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving Vestis 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that Vestis has not begun to correct. While Vestis will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay Vestis liquidated damages (intended as a good faith pre-estimate of the actual damages Vestis would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is Merchandise that is not part of Company's standard product line, is flame resistant or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer will immediately notify Vestis of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Vestis or its employees as a result of the existence of such substances. Vestis reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For any Merchandise designated as flame resistant or "FR" (FR Merchandise), Customer agrees to notify all employees of Customer who will be wearing the FR Merchandise that the FR Merchandise is designed for the prevention of clothing ignition during short term and emergency flame exposure only and is not designed for long term high heat exposure or for use around open flames, and that no representation is made by Vestis as to the ability of the FR Merchandise to protect users from injury or death. For reflective Merchandise, any garments supplied satisfy specific ANSI/SEA standards only if so labeled. Customer acknowledges that Vestis makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and Vestis disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. Customer assumes all risk associated with the use of the Merchandise, releases Vestis from any and all liability of any kind or nature whatsoever related to the provision or use of the Merchandise and agrees to indemnify, defend and hold harmless Vestis from and against any loss, claim, expense, including attorney's fees, or liability incurred by Vestis as a result of the use or misuse of, or the inability to use, the Merchandise, or the degradation or loss of the reflectivity of any reflective Merchandise or the flame-resistant properties of any FR Merchandise. In no event will Vestis, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all Vestis's fees and costs involved in collection, including reasonable attorney's fees.

The performance of Vestis's duties under this Agreement may be subject to circumstances beyond Vestis's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. Vestis's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by Vestis shall be considered confidential information of Vestis and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of Vestis. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on Vestis until executed by the General Manager of the Vestis facility that will provide service to Customer. This Agreement can only be amended in writing signed by a Vestis General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

REDWOOD COUNTY HIGHWAY _____
Name of Customer Customer Phone Number _____

Name of Customer Contact

By _____ Date: _____
Signature of Authorized Customer Representative

Vestis Services, LLC.

Vestis Representative Name and Title

Signature - Vestis Representative Date: _____

Signature - Vestis General Manager Date: _____



1-800-ARAMARK
aramarkuniform.com

SERVICE AGREEMENT

Use only for current customers

Customer's Service Location (for multiple locations, see attached list)	Customer #:
CUSTOMER NAME: Redwood County Highway Department	CUSTOMER NAME: Redwood County Highway Department
ADDRESS: 1820 E. Bridge St.	ADDRESS: P.O. BOX 6
ADDRESS 2:	ADDRESS 2:
CITY / STATE / ZIP: Redwood Falls, MN 56283-1503	CITY / STATE / ZIP: Redwood Falls, MN 562830008

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER	RATE (per item)	EASYCARE RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)
1	Shirt, Work, Solid, 65/35 Blend-Navy	11	\$0.180	\$0.060	Weekly	\$16.68
1	Shirt, Work, Solid, 65/35 Blend-Navy	11	\$0.180	\$0.060	Weekly	\$16.68
1	Pant, Work, 65/35 Blend-Navy	11	\$0.200	\$0.060	Weekly	\$21.28
1	Pant, Carpenter, Dickies-Blue Denim	11	\$0.350	\$0.130	Weekly	\$32.20

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY	RATE (per item)	FREQUENCY	PREMIUM ELDED PERCENTAGE	EASYCARE RATE (per item)	REPLACEMENT CHARGE (per item)
Mat, Standard, 3x10-Medium Grey	6	\$4.000	Weekly	50%	Not Incl.	\$132.25
Shop Towel 18x18, 18x18-Orange	100	\$0.030	Weekly	100%	\$0.020	\$1.00
Laundry Bag, AMP	2	\$0.250	Weekly	100%	\$0.050	\$5.75
Laundry Bag Stand	1	\$0.250	Weekly	100%	Not Incl.	\$16.10
Hanger Stand	1	\$0.250	Weekly	100%	Not Incl.	\$11.50

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.
**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	8% per Week	Company Emblem	\$4.00 per Emblem
Preparation Charge	\$2.00 per Garment	Other Emblem	\$10.00 per Emblem
Multi-day Stop Charge	\$20.00 per Additional Stop	Name Emblem	\$2.00 per Emblem
		Other Charges/Services:	

Additional Terms/Charges:

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined garment Merchandise covered by EasyCare® and lost or ruined allied Merchandise covered by EasyCare®.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (continued)

If an "EasyCare" charge is included, AUS will replace the corresponding garment Merchandise that is ruined by Customer and allied Merchandise that is lost or ruined by Customer, in each case without any additional loss or ruin charges, as applicable. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part, in consideration of the sizeable investment AUS is making in Merchandise. Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is Merchandise that is not part of Company's standard product line or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by AUS shall be considered confidential information of AUS and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of AUS. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

Redwood County Highway Department (507) 837-4056
 Name of Customer Customer Phone #
 Anthony Seller Cambria
 Name, Title of Customer Contact
 By: Anthony Seller 7/24/2023
 Signature of Authorized Customer Representative Date

Mike Bowes, Account Executive
 AUS Representative Name & Title
 Signature of AUS Representative 7/24/2023
 Signature of AUS General Manager Date



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/2025	Originating Dept.:	Road & Bridge
Preferred 2nd Date:	Next		
Discussion Item:	Presenter: Nick Klisch, County Highway Engineer		
Approve final pay request for construction contracts	estimated time needed:	15 minutes	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve final contract payments (if verified by 12-2-2025).

Background Information:

Pending final payments include:
 John Riley Construction, Contract 24-1, Estimated Final payment of \$263,167.38 pending review.
 Midwest Contracting, LLC, Contract 24-8, Estimated Final Payment of \$741,955.89 pending review.
 Ulland Brothers Inc., Contract 25-1, Estimated Final Payment of \$36,490.83 pending review.
 M.R. Paving & Excavating, Inc., Contract 25-3, Final payment of \$12,263.92 pending review.
 Final payment documentation will be supplied prior to the meeting.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: NA

Date Requestor Requires Review Completion: NA

Administrators Comments:

Reviewed by Administrator: Yes No

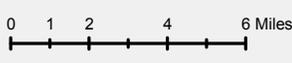
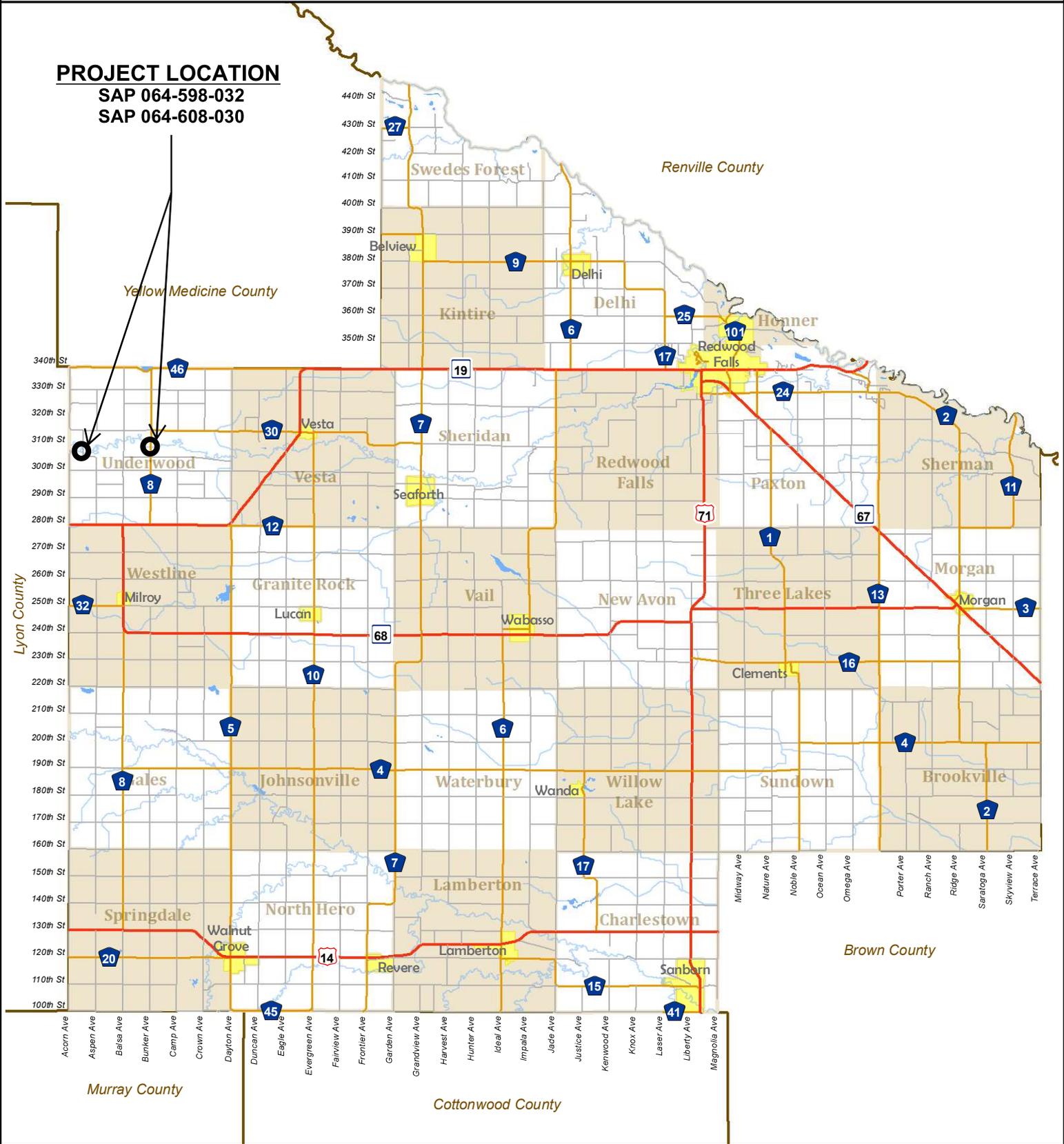
**** The deadline for submitting items is 4:30 p.m. Wednesday prior to a Tuesday board day ****

Redwood County, MN

PROJECT LOCATION

SAP 064-598-032

SAP 064-608-030



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.

Contract Number: 23-7
Final Pay Request Number: 8

Project Number	Project Description
SAP 064-598-032	CR 51 Bridge Replacement
SAP 064-608-030	CSAH 8 Bridge Replacement

Contractor: Everstong Construction Inc 30263 County Highway 1 Redwood Falls, MN 56283	Vendor Number: Up To Date: 09/30/2025
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Contract Amount		Funds Encumbered	
Original Contract	\$1,627,600.00	Original	\$1,627,600.00
Contract Changes	\$4,000.00	Additional	N/A
Revised Contract	\$1,631,600.00	Total	\$1,627,600.00

Work Certified To Date	
Base Bid Items	\$1,592,980.78
Contract Changes	(\$10,369.58)
Material On Hand	\$0.00
Total	\$1,582,611.20

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 064-598-032	\$5,502.00	\$750,736.14	(\$37,261.71)	\$707,972.43	\$42,763.71	\$750,736.14
SAP 064-608-030	\$44,957.40	\$831,875.06	(\$39,345.88)	\$747,571.78	\$84,303.28	\$831,875.06

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$50,459.40	\$1,582,611.20	\$0.00	\$1,455,544.21	\$127,066.99	\$1,582,611.20
Percent: Retained: 0.00%			Percent Complete: 97%		
Amount Paid this Final Pay Request: \$127,066.99					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

 County/City/Project Engineer
 10/03/2025
 Date

Approved By Everstong Construction Inc

 Contractor
 10/06/2025
 Date

Project No. : SAP 064-598-032
Final Pay Request No. : 8
Contract No.: 23-7

Certificate of Final Contract Acceptance
Final Voucher Number: 8

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 10-14-2025 Signature [Handwritten Signatures] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$1,582,611.20 and agrees to the amount of \$127,066.99 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Everstrong Construction Inc By [Handwritten Signature]

And _____ And _____ State of, MN

On This 30th Day September, 2025, Before me appeared Peter U'Ren To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Peter U'Ren And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the President and _____ of the

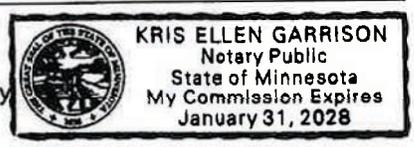
Everstrong Construction Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

_____ and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in Redwood County

Seal Expires January 31, 2028 Signature Kris Garrison



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Redwood County

Contract No: 23-7
Final Pay Request No. 8

**Redwood County
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 23-7
Contractor: Everstong Construction Inc
Date Certified: 9/30/2025
Payment Number: 8

Whereas; Contract No. 23-7 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Redwood County and authorize final payment as specified herein.

State of _____

I, _____, agency_name within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____,

Signed By _____

Redwood County

(SEAL)

Contract Payment Summary					
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	
1	2023-12-12	\$298,169.05	\$14,908.45	\$283,260.60	
2	2024-01-30	\$94,394.75	\$4,719.74	\$89,675.01	
3	2024-04-23	\$261,660.00	\$13,083.00	\$248,577.00	
4	2024-07-08	\$180,341.50	\$9,017.08	\$171,324.42	
5	2024-08-06	\$146,922.83	\$7,346.14	\$139,576.69	
6	2024-09-30	\$378,423.72	\$18,921.18	\$359,502.54	
7	2024-12-13	\$172,239.95	\$8,612.00	\$163,627.95	
8	2025-09-30	\$50,459.40	(\$76,607.59)	\$127,066.99	

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
064-598-032 Non-Participating		\$102,383.00	\$0.00	\$92,036.95	\$10,346.05	\$102,383.00
064-598-032 Participating		\$648,353.14	\$0.00	\$615,935.48	\$32,417.66	\$648,353.14
064-608-030 Non-Participating		\$120,106.84	\$0.00	\$77,961.22	\$42,145.62	\$120,106.84
064-608-030 Participating		\$711,768.22	\$0.00	\$669,610.56	\$42,157.66	\$711,768.22

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
01 - LBRP Funds	LBRP Funds (SAAS Acct. 377)	\$74,106.37	\$1,362,942.00	\$1,362,942.00	\$1,350,742.22
02 - CSAH Funds	Regular (CSAH) (SAAS Act. # 70)	\$42,145.62	\$146,231.00	\$154,231.00	\$120,106.84
03 - Local County	Local / County	\$10,815.00	\$122,427.00	\$110,427.00	\$111,762.14

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-598-032	1	2021.501	MOBILIZATION	LS	\$59,381.00	1	0	\$0.00	1	\$59,381.00
SAP 064-598-032	2	2401.503	TYPE S (TL-4) 36" BARRIER CONCRETE (3S52) (P)	LF	\$90.00	266	0	\$0.00	266	\$23,940.00
SAP 064-598-032	3	2401.507	STRUCTURAL CONCRETE (3B52) (P)	CY	\$850.00	94	0	\$0.00	94	\$79,900.00
SAP 064-598-032	4	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	\$1.30	90660	0	\$0.00	90660	\$117,858.00
SAP 064-598-032	5	2401.518	BRIDGE SLAB CONCRETE (3Y42-M) (P)	SF	\$36.00	4660	0	\$0.00	4660	\$167,760.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-598-032	6	2401.601	STRUCTURE EXCAVATION	LS	\$8,000.00	1	0	\$0.00	1	\$8,000.00
SAP 064-598-032	7	2401.601	FOUNDATION PREP PILE BENT PIERS	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
SAP 064-598-032	8	2402.508	STRUCTURAL STEEL (3306) (P)	LB	\$6.00	490	0	\$0.00	490	\$2,940.00
SAP 064-598-032	9	2452.502	C-I-P CONC TEST PILE 80 FT LONG 12"	EACH	\$15,750.00	1	0	\$0.00	1	\$15,750.00
SAP 064-598-032	10	2452.502	C-I-P CONC TEST PILE 70 FT LONG 12"	EACH	\$15,300.00	1	0	\$0.00	1	\$15,300.00
SAP 064-598-032	11	2452.502	C-I-P CONCRETE TEST PILE 85 FT LONG 16"	EACH	\$19,000.00	1	0	\$0.00	1	\$19,000.00
SAP 064-598-032	12	2452.502	C-I-P CONCRETE TEST PILE 65 FT LONG 16"	EACH	\$17,600.00	1	0	\$0.00	1	\$17,600.00
SAP 064-598-032	13	2452.502	PILE REDRIVING	EACH	\$100.00	4	0	\$0.00	1	\$100.00
SAP 064-598-032	14	2452.503	C-I-P CONCRETE PILING 12"	LF	\$41.00	650	0	\$0.00	458.1	\$18,782.10
SAP 064-598-032	15	2452.503	C-I-P CONCRETE PILING 16"	LF	\$61.50	650	0	\$0.00	612.7	\$37,681.05
SAP 064-598-032	16	2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
SAP 064-598-032	17	2511.504	GEOTEXTILE FILTER TYPE 7 (P)	SY	\$3.50	620	0	\$0.00	620	\$2,170.00
SAP 064-598-032	18	2511.509	RANDOM RIPRAP CLASS IV	TON	\$45.00	730	0	\$0.00	924.54	\$41,604.30
SAP 064-598-032	19	2563.601	TRAFFIC CONTROL	LS	\$1,500.00	1	0	\$0.00	1	\$1,500.00
SAP 064-598-032	20	2101.501	CLEARING AND GRUBBING	LS	\$100.00	1	0	\$0.00	1	\$100.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-598-032	21	2104.601	REMOVE REGULATED WASTE MATERIAL (BRIDGE)	LS	\$500.00	1	0	\$0.00	1	\$500.00
SAP 064-598-032	22	2106.507	EXCAVATION - COMMON	C Y	\$6.00	620	0	\$0.00	620	\$3,720.00
SAP 064-598-032	23	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	\$8.50	1580	0	\$0.00	1580	\$13,430.00
SAP 064-598-032	24	2106.509	STABILIZING AGGREGATE	TON	\$25.00	180	0	\$0.00	0	\$0.00
SAP 064-598-032	25	2123.510	DOZER	HOUR	\$125.00	10	0	\$0.00	0	\$0.00
SAP 064-598-032	26	2123.510	3.0 CU YD SHOVEL	HOUR	\$125.00	10	0	\$0.00	0	\$0.00
SAP 064-598-032	27	2211.509	AGGREGATE BASE CLASS 5	TON	\$25.00	1410	0	\$0.00	1620.92	\$40,523.00
SAP 064-598-032	28	2442.501	REMOVE EXISTING BRIDGE	LS	\$22,000.00	1	0	\$0.00	1	\$22,000.00
SAP 064-598-032	29	2573.501	EROSION CONTROL SUPERVISOR	LS	\$500.00	1	0	\$0.00	1	\$500.00
SAP 064-598-032	30	2573.503	SILT FENCE, TYPE MS	L F	\$2.00	3277	0	\$0.00	3229	\$6,458.00
SAP 064-598-032	31	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$10.00	225	0	\$0.00	200	\$2,000.00
SAP 064-598-032	32	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$3.00	100	0	\$0.00	0	\$0.00
SAP 064-598-032	33	2574.508	FERTILIZER TYPE 4	LB	\$1.00	41	41	\$41.00	41	\$41.00
SAP 064-598-032	34	2575.501	TURF ESTABLISHMENT	LS	\$1,500.00	1	1	\$1,500.00	1	\$1,500.00
SAP 064-598-032	35	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$2.00	4077	1508	\$3,016.00	4508	\$9,016.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-598-032	36	2575.504	ROLLED EROSION PREVENTION CATEGORY 74	S Y	\$16.00	533	0	\$0.00	0	\$0.00
SAP 064-598-032	37	2575.508	SEED MIXTURE 34-251	LB	\$20.00	30	47.25	\$945.00	47.25	\$945.00
SAP 064-608-030	1	2021.501	MOBILIZATION	LS	\$39,960.00	1	0	\$0.00	1	\$39,960.00
SAP 064-608-030	2	2401.503	TYPE S (TL-4) BARRIER CONCRETE (3S52) (P)	L F	\$90.00	276	0	\$0.00	276	\$24,840.00
SAP 064-608-030	3	2401.507	STRUCTURAL CONCRETE (3B52) (P)	C Y	\$850.00	102	0	\$0.00	102	\$86,700.00
SAP 064-608-030	4	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	\$1.30	97280	0	\$0.00	97280	\$126,464.00
SAP 064-608-030	5	2401.601	STRUCTURE EXCAVATION	LS	\$7,000.00	1	0	\$0.00	1	\$7,000.00
SAP 064-608-030	6	2401.601	SLOPE PREPARATION	LS	\$4,500.00	1	0	\$0.00	1	\$4,500.00
SAP 064-608-030	7	2401.518	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	S F	\$37.00	5382	0	\$0.00	5382	\$199,134.00
SAP 064-608-030	8	2402.502	FLOOR DRAIN TYPE B702	EACH	\$750.00	2	0	\$0.00	2	\$1,500.00
SAP 064-608-030	9	2402.508	STRUCTURAL STEEL (3306) (P)	LB	\$6.00	590	0	\$0.00	590	\$3,540.00
SAP 064-608-030	10	2451.609	STRUCTURAL BACKFILL (P)	TON	\$32.00	600	0	\$0.00	524.95	\$16,798.40
SAP 064-608-030	11	2452.502	C-I-P CONCRETE TEST PILE 60 FT LONG 12"	EACH	\$14,500.00	2	0	\$0.00	2	\$29,000.00
SAP 064-608-030	12	2452.502	C-I-P CONCRETE TEST PILE 60 FT LONG 16"	EACH	\$16,500.00	2	0	\$0.00	2	\$33,000.00
SAP 064-608-030	13	2452.502	PILE POINTS 12"	EACH	\$360.00	12	0	\$0.00	12	\$4,320.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-608-030	14	2452.502	PILE POINTS 16"	EACH	\$500.00	14	0	\$0.00	14	\$7,000.00
SAP 064-608-030	15	2452.503	C-I-P CONCRETE PILING 12"	LF	\$40.00	500	0	\$0.00	515.2	\$20,608.00
SAP 064-608-030	16	2452.503	C-I-P CONCRETE PILING 16"	LF	\$75.00	600	0	\$0.00	329.3	\$24,697.50
SAP 064-608-030	17	2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	\$3,100.00	1	0	\$0.00	1	\$3,100.00
SAP 064-608-030	18	2511.509	RANDOM RIPRAP CLASS V	TON	\$47.00	1240	0	\$0.00	1271.97	\$59,782.59
SAP 064-608-030	19	2563.601	TRAFFIC CONTROL	LS	\$9,030.00	1	0.5	\$4,515.00	1	\$9,030.00
SAP 064-608-030	20	2575.504	ROLLED EROSION PREVENTION CATEGORY 74	SY	\$16.00	150	150	\$2,400.00	150	\$2,400.00
SAP 064-608-030	21	2104.502	REMOVE SIGN	EACH	\$15.00	5	0	\$0.00	5	\$75.00
SAP 064-608-030	22	2104.503	REMOVE PIPE CULVERTS	LF	\$5.00	37	0	\$0.00	37	\$185.00
SAP 064-608-030	23	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	\$5.00	52	52	\$260.00	52	\$260.00
SAP 064-608-030	24	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	\$3.00	943	0	\$0.00	943	\$2,829.00
SAP 064-608-030	25	2211.509	AGGREGATE BASE CLASS 5	TON	\$24.00	768	0	\$0.00	849.06	\$20,377.44
SAP 064-608-030	26	2221.509	SHOULDER BASE AGGREGATE CLASS 1	TON	\$25.00	218	0	\$0.00	0	\$0.00
SAP 064-608-030	27	2123.510	3.0 CU YD SHOVEL	HOUR	\$125.00	10	0	\$0.00	0	\$0.00
SAP 064-608-030	28	2123.510	DOZER	HOUR	\$125.00	10	0	\$0.00	0	\$0.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-608-030	29	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	TON	\$220.00	255	279.82	\$61,560.40	279.82	\$61,560.40
SAP 064-608-030	30	2401.601	APPROACH GRADING	LS	\$7,500.00	1	0	\$0.00	1	\$7,500.00
SAP 064-608-030	31	2442.501	REMOVE EXISTING BRIDGE	LS	\$33,000.00	1	0	\$0.00	1	\$33,000.00
SAP 064-608-030	32	2451.507	COARSE FILTER AGGREGATE (CV)	CY	\$30.00	29	0	\$0.00	29	\$870.00
SAP 064-608-030	33	2501.502	18" GS PIPE APRON	EACH	\$200.00	4	0	\$0.00	3	\$600.00
SAP 064-608-030	34	2501.503	18" CS PIPE CULVERT	LF	\$34.00	152	0	\$0.00	182	\$6,188.00
SAP 064-608-030	35	2502.502	4" PRECAST CONCRETE HEADWALL	EACH	\$600.00	4	0	\$0.00	4	\$2,400.00
SAP 064-608-030	36	2502.503	4" PERF PE PIPE DRAIN	LF	\$2.50	476	0	\$0.00	476	\$1,190.00
SAP 064-608-030	37	2511.509	RANDOM RIPRAP CLASS III	TON	\$49.00	28	28	\$1,372.00	28	\$1,372.00
SAP 064-608-030	38	2573.501	EROSION CONTROL SUPERVISOR	LS	\$500.00	1	0.5	\$250.00	1	\$500.00
SAP 064-608-030	39	2573.502	CULVERT END CONTROLS	EACH	\$150.00	2	0	\$0.00	0	\$0.00
SAP 064-608-030	40	2573.503	SILT FENCE, TYPE MS	LF	\$2.00	800	0	\$0.00	550	\$1,100.00
SAP 064-608-030	41	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LF	\$3.00	225	0	\$0.00	0	\$0.00
SAP 064-608-030	42	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	\$10.00	300	0	\$0.00	125	\$1,250.00
SAP 064-608-030	43	2575.501	TURF ESTABLISHMENT	LS	\$2,000.00	1	1	\$2,000.00	1	\$2,000.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-608-030	44	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$2.00	500	0	\$0.00	0	\$0.00
SAP 064-608-030	45	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	\$2.50	2150	776	\$1,940.00	2476	\$6,190.00
SAP 064-608-030	46	2582.503	4" BROKEN LINE PAINT	L F	\$2.00	75	80	\$160.00	80	\$160.00
SAP 064-608-030	47	2582.503	4" SOLID LINE PAINT	L F	\$2.00	750	1000	\$2,000.00	1000	\$2,000.00
Base Bid Totals:								\$81,959.40		\$1,592,980.78

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 064-598-032	064-598-032 Participating	\$0.00	\$637,266.45
SAP 064-598-032	064-598-032 Non-Participating	\$5,502.00	\$100,733.00
SAP 064-608-030	064-608-030 Participating	\$6,915.00	\$703,374.49
SAP 064-608-030	064-608-030 Non-Participating	\$69,542.40	\$151,606.84

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 064-608-030	BK1	50	1807 FAILURE TO COMPLETE WORK ON TIME (LS)	(\$31,500.00)	1	(\$31,500.00)	ITM	1	(\$31,500.00)	1	(\$31,500.00)
SAP 064-598-032	CO1	38	2451.609 GRANULAR BACKFILL (TON)	\$23.00	450	\$10,350.00	ITM	0	\$0.00	482.03	\$11,086.69
SAP 064-608-030	CO2	48	2105.607 COMMON EXCAVATION (C Y)	\$22.50	1000	\$22,500.00	ITM	0	\$0.00	328.61	\$7,393.73
SAP 064-608-030	CO2	49	2101.501 CLEARING AND GRUBBING (LS)	\$1,000.00	1	\$1,000.00	ITM	0	\$0.00	1	\$1,000.00
SAP 064-598-032	CO3	39	2575.523 RAPID STABILIZATION METHOD 3 (MGAL)	\$550.00	3	\$1,650.00	ITM	0	\$0.00	3	\$1,650.00
Contract Change Totals:									(\$31,500.00)		(\$10,369.58)

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Per Specification 1807 FAILURE TO COMPLETE WORK ON TIME. The Engineer will deduct liquidated damages based on the original Contract Amount and Table 1807.1-1. The assessed damages will be \$1,500.00/Calendar Day for a total of 21 Days. Background Information can be found on Request for Board Action (11/19/2024) located in project files.	09/30/2025	(\$31,500.00)

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Issue: During construction the Redwood County Engineer had determined that Granular Backfill was needed behind both abutments in place of the embankment that is called out in the plan. Resolution: The Redwood County Engineer and the Contractor have agreed on a per ton price for Granular Backfill. The contractor shall place the Granular Backfill as directed by the Engineer. Payment for this wok will be done at the negotiated ton price as provided in MnDot specification 1904.3	11/27/2023	\$10,350.00
2	Issue: During construction the Redwood County Engineer had determined that the abutment slopes needed to be extended and material needed to be hauled offsite. The Engineer has further determined that trees needed to be removed from the slope excavation area. Resolution: The Redwood County Engineer and the Contractor have agreed on CY price for Common Excavation and a LS price for the Clearing and Grubbing. The Contractor shall remove the material as directed by the Engineer in the field. Entitlement: Payment for this work will be done at the negotiated price as provided in Mn/Dot specification 1904.3. Contract Time – The contract will be extended 3 working days.	10/02/2024	\$23,500.00
3	Issue: During construction the Redwood County Engineer had determined that temporary mulch was required to stabilize topsoil and topsoil stockpiles on the project. Resolution: The Redwood County Engineer and the Contractor have agreed on a M Gallon price for Rapid Stabilization Method 3. The Contractor shall stabilize soils as directed by the Engineer in the field. Entitlement: Payment for this work will be done at the negotiated price as provided in Mn/Dot specification 1904.3 Contract Time - Is not changed.	10/29/2024	\$1,650.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$1,582,611.20
-----------------------	-----------------------



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-152-016-864
Submitted Date and Time:	27-Jun-2025 10:27:55 AM
Legal Name:	EVERSTRONG CONSTRUCTION INC
Federal Employer ID:	41-1506953
User Who Submitted:	krisgar
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	509784064
Minnesota ID:	3175860
Project Owner:	REDWOOD COUNTY HIGHWAY DEPARTMENT
Project Number:	064-598-032 064-608-030
Project Begin Date:	09-Oct-2023
Project End Date:	23-Jun-2025
Project Location:	VESTA, MN
Project Amount:	\$1,663,100.00

Subcontractor Summary

Name	ID	Affidavit Number
PAVINGS SOLUTIONS LLC	8976069	1634611200
ALL STATE TRAFFIC CONTROL INC	4300984	1894395904
MR PAVING & EXCAVATING INC	1749531	899297280

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-926-674-656
Submitted Date and Time:	16-May-2025 10:34:08 AM
Legal Name:	ALL STATE TRAFFIC CONTROL INC
Federal Employer ID:	47-5418502
User Who Submitted:	ASTCMN16
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1894395904
Minnesota ID:	4300984
Project Owner:	REDWOOD COUNTY
Project Number:	SAP 064-598-032
Project Begin Date:	08-May-2024
Project End Date:	01-Nov-2024
Project Location:	REDWOOD COUNTY
Project Amount:	\$11,600.00
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-055-082-720
Submitted Date and Time:	6-Jun-2025 2:27:08 PM
Legal Name:	M R PAVING & EXCAVATING INC
Federal Employer ID:	41-1791048
User Who Submitted:	Debmrpaving
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	899297280
Minnesota ID:	1749531
Project Owner:	REDWOOD COUNTY
Project Number:	SAP064-608-030
Project Begin Date:	23-May-2025
Project End Date:	28-May-2025
Project Location:	REDWOOD COUNTY CSAH 8
Project Amount:	\$78,268.50

Subcontractor Summary

Name	ID	Affidavit Number
WARNING LITES OF MINNESOTA, INC	3086922	1529163776

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-136-538-848
Submitted Date and Time:	6-Jun-2025 9:17:36 AM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	jjewels2860
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1529163776
Minnesota ID:	3086922
Project Owner:	REDWOOD COUNTY
Project Number:	SAP 064-608-030
Project Begin Date:	01-May-2025
Project End Date:	31-May-2025
Project Location:	CSAH 8
Project Amount:	\$1,900.00
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-817-436-640
Submitted Date and Time:	27-Jun-2025 10:09:37 AM
Legal Name:	PAVING SOLUTIONS LLC
Federal Employer ID:	92-2481014
User Who Submitted:	PavingSolutions
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1634611200
Minnesota ID:	8976069
Project Owner:	REDWOOD COUNTY
Project Number:	SAP 064-608-030
Project Begin Date:	23-Jun-2025
Project End Date:	23-Jun-2025
Project Location:	REDWOOD COUNTY
Project Amount:	\$1,563.00
Subcontractors:	No Subcontractors

Important Messages

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REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/25	Originating Dept.:	EDA
Preferred 2nd Date:			
Discussion Item:	Presenter: Grady Holtberg		
Updates from the most recent EDA board meeting on 11/12/25	estimated time needed:	15 minutes	
Board Action:	<input type="checkbox"/> Yes, action required	<input checked="" type="checkbox"/>	No, informational only

If Action, Board Motion Requested:

Background Information:

Provide updates to the board on current EDA projects including Broadband, Housing, and childcare.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	12-2-2025	Originating Dept.:	Recorder's Office
Preferred 2nd Date:			
Discussion Item:	Presenter: Amy Gewerth		
Copier purchase / Equipment Maintenance Agreement from Marco	estimated time needed:	5 min.	
Board Action: <input checked="" type="checkbox"/> Yes, action required		<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve the purchase of Copier Sharp BP-71C36 and Equipment Maintenance Agreement with Marco.

Background Information:

We are in need of a new copier. Our current one was purchased in 2018. This will be purchased from the Recorder's Technology Fund.
 Got bids from Marco and One Office Solution. Will be purchasing from Marco, due to low purchase price.
 Marco - Sharp BP-71C36 purchase price \$6,784.73 and estimated monthly service fee \$40.20 (based on 3,000 b/w copies & 500 colored copies)
 One Office Solution - Sharp BP-70C36 purchase price \$7,989.00 and estimated monthly service fee based on number of prints made
 Purchasing the copier instead of leasing will save \$2,293.27. (lease \$151.30 x 60 mo. = \$9078)

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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



Redwood Co Recorder

Oct 18th, 2025

Re: Quote for upgraded printing equipment (Quote valid for 30 days)

One Office Solution is pleased to quote you the following option for Sharp printing equipment:

1 ea. New Sharp BP70C36 Color Copier

The features on the Sharp BP70C36 Color Copier include:

- 36 pages per min
- Duplex, network print and scan
- 4 ea. 550 sheet paper tray plus 100 sheet bypass paper tray (up to 11x17 size paper)
- Duplex document feeder
- Fax kit
- Scan to email, desktop or file
- Remote Email Diagnostics (remotely monitored consumables, repairs and counts)

Lease Price with Service Included.....\$153.00 per mo. (63 mo. fmv lease)

OR

Purchase Price.....\$7,989.00

*delivered and installed

Included Service Contract.....

With One Office Solution’s Managed Print Service, all you pay for is the number of prints you produce. The following program includes the toner, labor and supplies (except paper or staples). The result gives you the ability to focus on your business, without the headaches of dealing with repairs, toner and service.

- B&W Prints Included per Month: 0
- B&W Print Overages: \$0.004 /Print
- Color Prints Included per Month: 0
- Color Print Overages: \$0.04 /Print



SHARP



The above pricing does not include applicable sales tax.
Prices quoted are subject to change and should be verified before placing your order.

Accepted By: _____ **Date:** _____

By signing this proposal, you are authorizing One Office Solution to order, install and invoice the above listed equipment.

Dave Ellingson
ONE Office Solution
dellingson@1officesolution.com
402-750-6069



11/18/2025
Expires: 12/18/2025

PROPOSAL FOR

REDWOOD COUNTY RECORDER

Prepared by:

Erin VanderVeen
Technology Advisor
320.241.3505
Erin.vanderveen@marconet.com



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



CURRENT DEVICE SUMMARY:

- Replacing a Sharp MX-3500 (35 page per minute color copier)

RECOMMENDED PRINT SOLUTION

Qty	Description
1	NEW Sharp BP-71C36

Specifications

- 36 Monochrome Pages Per Minute
- 36 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (4) 550 Sheet Paper Tray's
- 300 Sheet Single Pass Document Feeder
 - Scans two sided documents in a single pass
- Network Scanning
 - Scan to E-Mail/Network Folder/USB
 - Connects to Microsoft Exchange and Gmail.
 - Blank page removal feature
 - Scan to Searchable PDF, Word, Excel, PowerPoint
 - Scan Preview and Edit from touchscreen
- Scan to E-Mail/Network Folder
- Automatic Duplexing
- Network Printing (PCL & Postscript Drivers)
- Google Cloud Print and Apple Air Print
- Secure Print Options
- Mailbox/ User Box
- Customizable touchscreen display





PURCHASE PROGRAM

- Purchase Payment **\$6,784.73**

OR

LEASE PROGRAM

- 60-Month FMV Lease..... **\$151.30/Month**

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Picking Up/Returning Devices, Initial Supplies & Initial Training **Included**

SAME-DAY SERVICE AND SUPPLIES

The service and supply contract includes all parts, labor, mileage, drums, toner, and developer—except paper and staples. Marco prides ourselves on our less than 4-hour response time.

COPIER SERVICE & SUPPLIES \$40.20/Month

- Monochrome Prints Included: 3,000/Month
- Monochrome Print Overages: \$0.0049/Print
- Color Prints Included: 500
- Color Print Overages: \$0.051/Print

The above pricing does not include applicable sales tax.

Prices quoted are subject to change and should be verified before placing your order.

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

1. AGREEMENT: You agree to all of the terms and conditions contained in this Equipment Maintenance Agreement and any schedule incorporating the terms of this agreement by reference which together are a complete statement of our agreement regarding the listed Equipment ("Agreement"). Marco agrees to provide maintenance on the equipment specified in this Agreement at the address specified. This Agreement may be modified only by written agreement and not by course of performance. The terms and conditions of this Agreement take effect as of the date this Agreement is signed by You or the Equipment is delivered to you, whichever is first, and will continue for the amount of months shown on the first page in the "Term in Months" section ("Term"). In order to facilitate an orderly transition, the start date for invoicing will be the date the Equipment is delivered, the date services begin, or another date designated by us ("Invoice Start Date"), which will be shown on the first invoice. In addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the Invoice Start Date. The first Payment is due 30 days after the Invoice Start Date and each Payment thereafter shall be due on the same day of each month. The Term will be extended automatically for successive 12 month periods ("Renewal Term") unless you send us written notice, no less than 30 days before the end of any Term or Renewal Term of your intent to cancel. Marco may also cancel this Agreement at any time subject to a 30 day notice. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. PAYMENTS: Payments are required to be made based on the frequency indicated on the front of this Agreement and based on the rates currently in effect plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. Marco reserves the right to delay or hold service if your account with us is delinquent. If for any reason, your check is returned for nonpayment, a NSF charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for maintenance and travel charges during normal business hours (8:00 a.m. – 5:00 p.m. Monday through Friday); inspection, adjustment, parts replacement (worn or broken through normal use and excluding ink print heads), drums and cleaning material required for the proper operation. All service calls will be responded to by factory authorized technicians within eight working hours of the time a call is placed. Parts or labor for repairs made necessary by accident, negligence, theft, vandalism, lightning, loss of power or current fluctuation, fire, water or other casualty, repairs made necessary by service performed by personnel other than those of Marco, are excluded from this agreement. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal work day will be charged at published rates for labor and expense but without charge for parts covered by this Agreement. Paper, staples and MICR cartridges must be separately purchased by you. Device network support on connected Equipment is not included and will be billable at the current hourly rate, at your expense. Changes to your network including but not limited to different or upgraded network operating systems that require reconfiguring your imager are not included in this agreement. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. This agreement is based on the industry standard and the manufacturer estimated yield for black toner and developer is based on an average per page coverage of 6% and for color toner and developer is based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, Marco Technologies LLC in its sole discretion reserves the right to amend this contract in order to adjust for any increased toner and developer usage in excess of the industry standard. Toner, developer and/or drums for facsimiles are not covered by this agreement. We may charge you a monthly Supply Freight Fee to help offset our costs of delivering supplies to you. Should any of the equipment included in this Agreement be traded in for a new device from Marco during the life of this Agreement, the unused balance of copies on the old equipment will be prorated and allocated toward maintenance of the new machine(s).

4. WARRANTIES: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You may have executed or may execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, if we have been instructed by you to set up the Equipment for you, the software license agreement may be accepted for you on your behalf in that process, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment at the address shown above and you agree to notify us of any movement of equipment covered under this Agreement.

6. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

7. LIMITATION OF LIABILITY: In no event shall Marco be liable for any damages caused by the customer's failure to perform customer's responsibilities under this contract. Marco will not be responsible to customers for any lost profits or consequential damages, even if Marco has been advised of the possibility of such damages. Marco will perform repairs consistent with usual and customary practices in the industry. In the event the customers established that Marco failed to make repairs consistent with this standard, customer's sole remedy shall be limited to a refund of amounts paid to Marco for the repairs; in no event shall the amount of any refund exceed the damages actually incurred by the customer. Marco's liability in regards to parts supplied shall be limited to any warranty expressly agreed to in a purchase agreement for such parts or supplies. There shall be no warranty for parts or supplies unless a purchase agreement is executed in writing and the purchase agreement explicitly provides such warranty. Marco will not be held responsible for any damage to software or customer information.

8. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf.

9. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, OR ASSIGN THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice.

10. DEFAULT AND REMEDIES: If you do not pay any payment or other sum due to us or any other party in connection with this Agreement when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of up to 18% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement immediately and require that you pay the unpaid balance of this Agreement. We may also use any of the remedies available to us under the Uniform Commercial Code as enacted in the State of Minnesota or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

11. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement and any schedule or supplement shall be governed by the internal laws for the State of Minnesota. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS ARE LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

12. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of overage billing cycle. You agree to provide us with periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent ("DCA") for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading using the above method, you will be assessed a \$3 fee per device per overage billing cycle for us to collect your meter reads. Equipment listed on the non-metered service pool will be subject to the flat monthly fee stated in the non-metered devices. At the end of the first year of the Agreement, and with each successive period, not to exceed 12 months, we may increase the base usage charge per print and the excess print charge per print by a maximum of 15% of the existing charge.

13. SUPPLIES LEVEL COVERAGE INFORMATION: All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

FOR MUNICIPALITIES ONLY

14-A. CUSTOMER COVENANTS: You covenant and warrant that (1) you have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

14-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

14-C. NON APPROPRIATION: In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Marco.

Then, provided that (a) you have given Marco written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Marco has received a written opinion from your counsel verifying the same within ten (10) days thereafter. Marco remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given.

15. MARCO SUPPORT DESK: If indicated on page 1 of this Agreement, access to the Marco Help Desk, Monday-Friday from 8:00 am to 5:00 pm CST, is included on all Equipment. Marco Support Desk is included for all Equipment listed on this Agreement. Support Desk assistance is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates.

Marco Support Desk includes the following:

Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a commercially reasonable attempt to reconfigure scan to email for changes made by your Internet Service Provider. Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations. Current Marco supported Manufacturer Companion Software includes: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software. New or upgraded end user software that results in printing issues requiring updating print drivers or configurations. Additional training sessions for key operators and/or end users. Other printing or scanning software related issues as it applies to the imager(s).

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



the right to cancel, without penalty, any Product Agreement arising from pricing or other errors. Client shall not withhold any Marco Property or payment due under this Agreement for set off or reduction for any purpose whatsoever.

- 2.3** In the event Client disputes any portion of an invoice in good faith, Client shall pay the undisputed portion of the invoice by the date the invoice is due and shall submit to Marco a written explanation for the disputed amount, setting forth with specificity Client's grounds for such dispute. Client must submit its written dispute to Marco within thirty (30) days of the date of invoice or such dispute shall be deemed waived, and invoices shall be deemed correct. In the event that the dispute is resolved against Client, Client shall pay all outstanding amounts plus interest at the rate referenced in, and calculated in accordance with, subsection 2.2 above.
- 2.4** If Client and Marco enter into a Product Lease, Client's obligations with respect to the lease of such Products shall be solely governed by the Product Lease, except that Client shall remain liable for payment to Marco until Marco receives payment from the applicable third-party financing company.
- 3. Marco Property.** In addition to the Products, Marco may place at Client's site or otherwise provide Marco Property. Such placement or provision of Marco Property shall not create any rights of ownership in Client or any third party. Client shall use Marco Property solely in connection with the receipt and use of Products and Client shall use reasonable care with Marco Property, but no less care than Client uses with respect to its own property. Client shall return Marco Property upon Marco request and in accordance with the requirements under the section titled, **Effect of Termination or Expiration**, below. Client will be responsible for any loss or damage to Marco Property.
- 4. Client Materials.** In the course of a Product Agreement, Client Materials may be used or required for the provision or use of the Products. Unless otherwise stated in a Product Agreement, Client is solely responsible for ensuring that all software (including, without limitation, any software-as-a-service or other cloud services) used by Client is properly licensed. Client grants Marco, at no charge, the right to use any Client Materials required by Marco to provide the Services specified in any Product Agreement to Client and Client is solely responsible for ensuring that Client has the necessary rights and licenses to provide Marco with Client Materials. Client agrees to maintain Client Materials in good working order and repair, and in compliance, with applicable law and industry standards for the effective and efficient provision and use of the Products.
- 5. Use.** Client agrees not to use or permit third parties to use the Product(s) and Marco Property, for any illegal purpose, or to achieve any kind of unauthorized access, such as to any computer systems, software, data, real, personal, or violate any Intellectual Property rights or privacy rights of any third party. Client agrees not to interfere with other Clients' use of Marco provided services, equipment, other goods, or software and not to disrupt any Marco network, connectivity, infrastructure, or other services whether provided directly by Marco or through Marco suppliers or contractors. Marco authorizes Client's use of the Products and any Marco Property subject to the terms of this Agreement and the Product Agreement(s) and conditioned on Client's performance of its obligations thereunder. This authorization is nontransferable. Client shall access and use (and shall cause its Representatives to access and use) the Products and Marco Property ONLY: a) as permitted by, and in accordance with its obligations under this Agreement, the applicable Product Agreement, and any Licenses; b) for their intended purposes; c) in a manner which prevents negligent error and violation of any contractual obligation of Client; d) as permitted by, and in accordance with, the specifications of the manufacturer, publisher, or vendor of the Products; e) in a commercially reasonable manner for its own internal business; f) in a manner that does not violate any Intellectual Property right of Marco or any third party; g) for legitimate and lawful business purposes; and h) as permitted by law. Client



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



those Services. Marco shall as its sole obligation and Client's exclusive remedy for any breach of the foregoing warranty use commercially reasonable efforts correct any non-compliance reported to Marco by Client in writing during the Warranty Period. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, MARCO PROVIDES ALL THE PRODUCTS AND MARCO PROPERTY "AS IS" AND MARCO DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND RELATING TO THE PRODUCTS AND MARCO PROPERTY, EXPRESS OR IMPLIED, STATUTORY OR OTHER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ALL WARRANTIES WHICH ARISE FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT NO TECHNOLOGY IS FOOLPROOF OR IMMUNE FROM ATTACK. MARCO CANNOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCTS AND MARCO PROPERTY, OR ANY RESULTS OR USE THEREOF WILL OPERATE WITHOUT INTERRUPTION, SECURELY, ERROR FREE, WITHOUT DEFECT, FREE OF HARMFUL CODE, THIRD PARTY DISRUPTION OR THAT MARCO WILL CORRECT ALL DEFECTS. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH MARCO SHALL NOT BE HELD LIABLE.

No statement or writing of any Representatives of Marco will create any warranty whatsoever not set forth in this Agreement.

Client represents and warrants that it will not use, nor will it allow any third parties under its control to use, the Products for high-risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

Client shall not make any representations or warranties on behalf of Marco to any third party. Client shall be solely responsible and liable for any representations or warranties that Client makes to any third-party regarding Marco, the Products, or any other aspect of this Agreement.

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement; (b) it is in compliance and will continue to comply during the term of this Agreement, with all laws and regulations applicable to such Party; and (c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable Product Agreement. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable Product Agreement.

- 11. Intellectual Property.** Each Party is, and shall remain, the exclusive owner of its respective Intellectual Property and Confidential Information, whether existing prior to or created following the Effective Date of this Agreement. If not subject to a separate License, Marco hereby grants Client a non-exclusive, royalty-free license solely during the Term of this Agreement to use Marco Intellectual Property delivered to Client and designated for use with the Products, solely and only to the extent necessary for using the Products. Except as provided herein, nothing in this Agreement or any Product Agreement shall be construed as transferring the rights to ownership or use of either Party's Intellectual Property or Confidential Information to the other Party, its Representatives or any third party. Any Intellectual Property developed by Marco in the performance of this Agreement shall be the sole property of Marco. Without limiting the generality of the foregoing, Marco will retain all right, title and interest in all of Marco's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, processes, including, without limitation,



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.

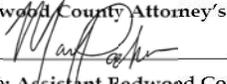
5. Price and Payment. The Price set forth in any SOP is exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client’s obligation. Prices quoted are firm for fifteen (15) days unless otherwise specified in the Quotation. Payment is due thirty (30) days from the date of the 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.

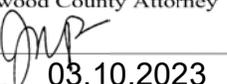


6. **Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic 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 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: 11.07.2021

APPROVED AS TO FORM
 Redwood County Attorney
 By: 
 Date: 03.10.2023

Certificate Of Completion

Envelope Id: F44844A8-FCFF-4F41-949E-2D2007024643	Status: Sent
Subject: Complete with DocuSign-Purchase Agreement with Maintenance	
Customer Number:	
Source Envelope:	
Document Pages: 19	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jennifer Dales
Time Zone: (UTC-06:00) Central Time (US & Canada)	4510 Heatherwood Road
	St. Cloud, MN 56301
	jennifer.dales@marconet.com
	IP Address: 136.226.234.176

Record Tracking

Status: Original	Holder: Jennifer Dales	Location: DocuSign
11/20/2025 2:39:33 PM	jennifer.dales@marconet.com	

Signer Events

Signature	Timestamp
Amy Gewerth	Sent: 11/20/2025 2:45:22 PM
amy_g@redwoodcounty-mn.gov	Resent: 11/21/2025 11:17:13 AM
Security Level: Email, Account Authentication (None)	Viewed: 11/24/2025 8:01:20 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Erin VanderVeen
erin.nelson@marconet.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	11/20/2025 2:45:22 PM
Certified Delivered	11/24/2025 8:01:20 AM

Payment Events

Status	Timestamps
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REQUEST FOR BOARD ACTION

Requested Board Date:	12/02/25	Originating Dept.:	Maintenance
Preferred 2nd Date:	12/16/25		
Discussion Item:		Presenter:	Loren Gewerth
Install cellular dialer in Government Center for fire alarm monitoring		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 to accept the proposal from Summit Fire Protection for the installation of a cellular dialer for \$1,290.00 at the Government Center and annual monitoring fee of \$600.

Background Information:

After the upgrade to phone system at the county offices it was brought to our attention that the new system does not meet the requirements necessary to provide suitable coverage for monitoring our fire alarm panel at the Government center. It is suggested to move to a cellular dialing system to provide proper phone access for our panel to notify the monitoring company.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

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

Date Requestor Requires Review Completion: 11/25/25

Administrators Comments:

Reviewed by Administrator: Yes No

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



Summit Fire Protection Co. ("Summit Fire Protection") makes the following proposal (the "Proposal"):

Date of Proposal: November 21, 2025

Proposal Submitted To: REDWOOD COUNTY
PO Box 130
Redwood Falls, MN 56283

Attention: Loren Gewarth
loren_g@redwoodcounty-mn.gov
507-430-1765

Regarding: **REDWOOD COUNTY GOVERNMENT CENTER**
403 S Mill St, Redwood Falls, MN 56283
INSTALLATION OF CELLULAR MONITOR

SCOPE OF WORK

Installation of Cellular Dialer for Redwood County Government Center located in Redwood Falls, MN.
Labor includes Technical Support, Programming, and Final Commissioning.
All work to be in accordance with NFPA 72, NFPA 101 and MSFC Standards.
Work is to be performed during normal work week.

EXCLUSIONS

120VAC to be provided by others.
Painting and patching
Overtime or after-hours labor

MATERIALS

- (1) TG-7FEM – Cellular Dialer
- (1) PEM – Power Expansion Module
- (1) 12V 7AH – Battery

PRICING

Materials and Installation	\$1,290.00	Initials: <input data-bbox="1370 1472 1479 1528" type="text"/>
Annual Monitoring Fee	\$ 600.00	

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner after 30 days. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

Quoted prices are based on current tariff rates and material costs as of the date of this proposal. In the event that new tariffs are imposed, or existing tariffs are increased after the date of the quote/proposal—resulting in a cost increase to components, systems, or materials included in herein—we reserve the right to adjust pricing accordingly. Any such adjustment will be supported with documentation from our suppliers or manufacturers and will be communicated prior to order placement or scheduling.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Fire Protection is a d/b/a of Summit Companies a Minnesota corporation.

SUMMIT FIRE PROTECTION:

By: *Jon Moorlag*

Signature

Jon Moorlag

Print Name

Building System Sales / Estimator
Summit Fire Protection
Phone: (320) 257-6390

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: _____

Signature

Print Name

Date

APPROVED AS TO FORM
Redwood County Attorney's Office

By: *Mark P. [Signature]*

Title: Assistant Redwood County Attorney

Date: 11.25.2025

SUMMIT FIRE PROTECTION CO. PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire Protection Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire Protection," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire Protection and Owner by a written change order signed by Summit Fire Protection and Owner. Summit Fire Protection reserves the right to require Owner to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire Protection will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire Protection shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit Fire Protection will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire Protection will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire Protection provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire Protection shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire Protection in connection with Summit Fire Protection's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire Protection based on Summit Fire Protection's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire Protection. Summit Fire Protection's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire Protection, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire Protection and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire Protection.
6. **Access.** Owner shall allow Summit Fire Protection to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire Protection personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire Protection until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire Protection shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire Protection other rights and remedies.
8. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire Protection under this Contract, Owner agrees that the maximum liability of Summit Fire Protection shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire Protection.
9. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire Protection may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire Protection for reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Contract.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire Protection, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire Protection are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
11. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

Amendment to Service Contract

This Amendment (“Amendment”) made and entered into this ____ day of November 2025 by and between the County of Redwood (“County”) a political subdivision of the State of Minnesota and Summit Fire Protection Co. (“Vendor”) located at 418 Great Oak Dr. Waite Park, MN 56378

WHEREAS, The County entered into an Inspection Service Agreement (“Agreement”) with Vendor on December 4, 2023 for services listed in the Vendor’s Proposal from 09/28/2023.

WHEREAS, The County requires the installation of a cellular monitor.

WHEREAS, The Vendor intends to provide materials and installation for the cellular monitor.

WHEREAS, the Parties desire to amend the Agreement to incorporate the installation and updated annual monitoring fee.

WHEREAS, Section R.1.1 of the Agreement allows for an amendment provided that amendment is reduced to writing and signed by an authorized representative of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties do agree as follows:

1. That the Proposal dated November 21, 2025, be incorporated into the December 4, 2023 Agreement.
2. That all other provisions of the original Agreement, except as amended herein, shall remain in full force and effect.

Dated this _____ day of November, 2025.

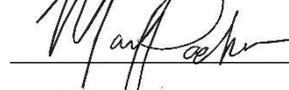
Summit Fire Protection Co.

COUNTY OF REDWOOD

Rick Wakefield, Board Chair

Vicki Knobloch Kletscher, County Administrator

APPROVED AS TO FORM



Assistant Redwood County Attorney



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/25	Originating Dept.:	Maintenance
Preferred 2nd Date:	12/16/25		
Discussion Item:		Presenter:	Loren Gewerth
Approve the amendment to 12/4/23 contract with Summit Fire Protection		estimated time needed:	5 Min
Board Action: <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only			

If Action, Board Motion Requested:

Approve the amendment to the 12/4/23, 5 year contract with Summit Fire Protection

Background Information:

After installing the dialer system for the government center there will be an additional cost for cellular coverage. The cost will be an additional cost of \$180 annually. Previous annual monitoring fee was \$420 which was paid in August, 2025. The new monitoring fee will be \$600 annually and we will be able to pay just the additional cost for coverage.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

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

Date Requestor Requires Review Completion: 11/25/25

Administrators Comments:

[Empty text box for Administrator Comments]

Reviewed by Administrator: Yes No

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

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1. That the Proposal dated November 21, 2025, be incorporated into the December 4, 2023 Agreement.
2. That all other provisions of the original Agreement, except as amended herein, shall remain in full force and effect.

Dated this _____ day of November, 2025.

Summit Fire Protection Co.

COUNTY OF REDWOOD

Rick Wakefield, Board Chair

Vicki Knobloch Kletscher, County Administrator

APPROVED AS TO FORM



Assistant Redwood County Attorney

INSPECTION SERVICE AGREEMENT

St. Cloud
 418 Great Oak Dr.
 Waite Park, MN 56387
 (320) 257-6390



Corporate Office
 575 Minnehaha Avenue W.
 St. Paul, MN 55103
 (651) 251-1880

Date: **9/28/2023**

Summit Fire Protection Co. ("Summit Fire Protection") is presenting an **Inspection Service Agreement** ("Agreement"), in accordance with the State Fire code including the items indicated below.

CLIENT			
Name:	Redwood County		
Address:	PO Box 130 Redwood Falls, MN 56283		
Contact:	Loren		
Phone:	507-430-1765	Cell:	
E-mail:	loren_g@CO.REDWOOD.MN.US		
A/R Email:	loren_g@CO.REDWOOD.MN.US		

INSPECTION LOCATION			
Name:	Redwood County (multiple locations)		
Address:	PO Box 130 Redwood Falls, MN 56283		
Contact:	Loren		
Phone:	507-430-1765	Cell:	
Contact:			
Phone:		Cell:	

INSPECTIONS & TESTING

DESCRIPTION	QTY	FREQUENCY	MONTH	VALUE
Sprinkler Wet Pipe System(s)				\$ 1,000.00
Fire Alarm System(s)				\$ 2,850.00
Fire Extinguisher(s)				\$ 1,090.00
Clean Agent System(s)				\$ 1,000.00
Monitoring				\$ 2,400.00

EXCLUSIONS:
Tax, Truck charges, Extinguisher & Ansul 6/12 year test, miscellaneous parts. Additional charges may apply if panel code(s) are not available or not reprogrammed to the factory default.
Inspection Compliance Engine Fees (if applicable)

SUMMARY:
See Exhibit A for breakdown of locations & services

Initial Term:	5 Years
From: 1/1/2024	Thru: 12/30/2028
Presented By:	

Adam Sandhurst
ASandhurst@SummitFire.com
Fire Life Safety Sales Representative
 418 Great Oak Dr.
 Waite Park, MN 56387
Summit Fire Protection Co.
 Cell Phone: (320) 296-1994
 Direct Phone: (320) 227-1281 Fax: (320) 257-6392
 Signature: *Adam Sandhurst*
 Date: 9/28/2023

Quantities noted on this agreement may vary based on actual inspection. Additional unit pricing would apply.

Total Annual Investment:	\$ 8,340.00
---------------------------------	--------------------

ACCEPTANCE: This Agreement is limited to INSPECTION SERVICE ONLY performed in accordance with the State Fire code as indicated by items checked above. Any additional maintenance, repairs or alterations will be made only upon receipt of such orders by an authorized person, at Summit Fire Protection's prevailing rates. Payment is due 30 days from date of billing or payment at time of service. Service is contingent on completion of credit application or credit card information being submitted to Accounts Receivable Department.

GENERAL CONDITIONS: The General Conditions attached to this Agreement are incorporated herein and made a part of this Agreement. Upon acceptance of this Agreement by Client, the General Conditions will automatically be part of this Agreement between Summit Fire Protection and Client.

The above prices, specifications and conditions, and the attached General Conditions, are hereby accepted. Summit Fire Protection is authorized to perform the work as specified. Client acknowledges that he/she has read and understands this Agreement.

JJ or RE _____

See General Conditions on Page 2

Contract Acceptance:

Client:	
Signature:	Date:

REDWOOD COUNTY

EXHIBIT A

County Fire Inspection needs (5 yr)		2024	2025	2026	2027	2028
Law Enforcement Center						
303 E Third St						
Sprinkler System	1 WET (NOV)	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Fire Alarm	1 (DEC)	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Fire Extinguishers	28 (AUG)	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
(may be additional for Sheriff cars, emg mgnt)						
Redwood County Government Center						
403 S Mill St						
(server phone service for monitoring)						
Sprinkler System	1 WET (NOV)	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Fire Alarms	1 (DEC)	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Monitoring	1 (PHONE)	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00
Fire Extinguishers	7 (DEC)	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
Redwood County Justice Center						
250 S Jefferson St						
(Cell dialer for monitoring)						
Sprinkler System	1 WET (NOV)	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Fire Alarms	1 (DEC)	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Monitoring	1 (CELL)	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00
Fire Extinguishers	9 (DEC)	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Government Services Building						
302 E Third St						
(Cell Dialer for monitoring - Starlink) \$890 (2023)						
Fire Alarms	1 (JUNE)	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Bi-Annual Clean Agent System Inspection	1 (JUNE / DEC)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Monitoring	1 (CELL)	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00
Fire Extinguishers	8 (DEC)	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Redwood County Highway Dept						
1820 E Bridge St						
(Cell dialer for monitoring - Starlink)						
Sprinkler System	1 WET (NOV)	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Fire Alarms	1 (DEC)	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Monitoring	1 (CELL)	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00
Fire Extinguishers	50 (NOV)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Redwood County Public Health						
266 E Bridge St						
Fire Extinguishers	9 (DEC)	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
TOTAL		\$ 8,340.00				

SUMMIT FIRE PROTECTION CO. INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Inspection Service Agreement to which they are attached (collectively, the "Agreement") as if fully set forth on the front page of the Agreement. As used in these General Conditions, "Summit Fire Protection," "Client," and other words and terms used in these General Conditions shall have the same meanings as those terms have in the Agreement.

1. **Payment.** Client agrees to pay all fees (the "Fees") for the testing and inspection services (the "Services") included in the Agreement. If Client fails to pay the Fees within thirty (30) days after the date the same are due and payable, Client shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Term/Renewal Pricing.** The initial term of the Agreement shall be a 1, 2, 3, 4, or 5 year term as indicated on the first page of the Agreement. The term of the Agreement shall continue to automatically renew for a like term unless either Client or Summit Fire Protection notifies the other party in writing at least sixty (60) days prior to the then expiring term that it does not want the term of the Agreement to renew. On the first annual anniversary date of this Agreement, and on each subsequent annual anniversary date thereafter during the term of the Agreement and any renewal hereof, the Fees as indicated on the first page of the Agreement shall automatically be increased by five percent (5%) per year.
3. **Changes.** Any changes to the Services to be provided by Summit Fire Protection during the term of the Agreement are to be documented by a written change order or amendment signed by Summit Fire Protection and Client, which may include, among other terms, a change in the Fees.
4. **Taxes.** Any taxes or other governmental charges related to the Agreement shall be paid by Client to Summit Fire Protection and shall be in addition to the Fees.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other material delays or shortages, acts or omissions of Client, or any other events or causes beyond the control of Summit Fire Protection.
6. **Access.** Client shall allow Summit Fire Protection to have reasonable access to the job location to allow the performance of the Services on the dates and at the times requested by Summit Fire Protection personnel.
7. **Limitation of Liability and Remedies.** The Services provided under this Agreement are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire Protection to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire Protection under this Agreement, Client agrees that the maximum liability of Summit Fire Protection shall not exceed \$500.00 or an amount equal to the Fees, whichever is greater, and Client expressly waives any right to make any claim in excess of that amount. Further, Client waives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire Protection.
8. **Client's Failure to Pay.** If Client fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately discontinue performing any Services and Summit Fire Protection may pursue any and all other rights and remedies, including the right to place a lien against the job site. In addition, Client shall be obligated to reimburse Summit Fire Protection for all reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Agreement.
9. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 9 above, in the event of any dispute between Client and Summit Fire Protection, whether during the performance of the Services contemplated under this Agreement or after, Client and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Client and Summit Fire Protection are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Client and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Agreement including, without limitation, claims relating to the formation, performance or interpretation of this Agreement, and claims of negligence, breach of contract and breach of warranty, which are not resolved other through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Agreement. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Client and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be in Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanical lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of the Services and termination of this Agreement.
10. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement shall be construed, enforced and interpreted under the laws of the State of Minnesota. Except as otherwise provided herein, jurisdiction and venue for the interpretation and enforcement of this Agreement shall be solely in the courts of the State of Minnesota located in Ramsey County, Minnesota. Each party waives the right to a jury trial. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by either party. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.
11. **Monitoring Subcontractor Responsibilities.** Client agrees with respect to its fire alarm & security system ("System") monitored by Summit Fire Protection:
 - a. To furnish Summit Fire Protection in writing and on a continuing basis a list of the names and telephone numbers of all person authorized to enter Client's premises during closed periods and/or to represent Client in his/her absence.
 - b. To notify Summit Fire Protection any alterations, remodeling, fixture or structural changes, and to bear the cost of any changes in the System that are required as a result and which are authorized by Client.
 - c. To not tamper with, disturb, injure, misuse, abuse, remove, or otherwise interfere with the System, or permit the same to be done by any third party, and to indemnify and pay to Summit Fire Protection the cost of repair or replacement of any loss or damages to the System, including, but not limited to, loss by fire, earthquakes, riot, vandalism, flood, or other damage or destruction.
 - d. To repair, maintain, service and/or assure the operation of any other property, system, or any device of Client or of others to which the System may be attached or connected, and to redecorate any portion of Client's premises affected by the removal of all or part of the System.
 - e. To provide uninterrupted 110 volt AC power to location(s) through Client's meter and at Client's expense.
 - f. To the extent that the system is under Client's control:
 1. To carefully and properly set the System immediately prior to the closing of the premises and carefully test the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Summit Fire Protection is unable to detect such changes and accordingly that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained.
 2. To turn off or remove all things which are the source of air turbulence or air movement which may interfere with the effectiveness of the System, and particularly space protection components of the System, during closed periods when the System is on.
 3. To refrain from causing false alarms through the carelessness of Client or malicious or accidental use of the System and to reimburse Summit Fire Protection for any false alarm fine, penalty, or fee assessed against Summit Fire Protection by any government or municipal agency as a result of such false alarms and, in addition, reimburse Summit Fire Protection for its costs and expenses in responding to such false alarms.
12. **Monitoring Limitations of Liability.** Summit Fire Protection does not represent or warrant that the System will prevent any loss by or through burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended. Client acknowledges that Summit Fire Protection is not an insurer, that Client assumes all risk for loss or damage to Client's premises and to its contents, that Summit Fire Protection has not made any representations or warranties, and the Client has not relied on any representation or warranties, expressed or implied, except as set forth herein and Client acknowledges that he/she has read and understands this Agreement.

**County of Redwood, Minnesota
Service Contract**

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 4th day of December 2023, by and between the County of Redwood, herein called the "County," and Summit Fire Protection, located at 418 Great Oak Dr., Waite Park, MN 56387, 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 inspection services from said Vendor, upon orders furnished by the County at the agreed price(s) submitted, and the Vendor shall perform said services all in accordance with the specifications of Vendor's Proposal dated 9/28/2023, accepted by the County as of _____. Vendor's Proposal dated _____ is hereby made a part of this Contract.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from 1/1/2024 to 12/30/2028 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 _____.

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:

Summit Fire Protection
418 Great Oak Dr.
Waite Park, MN 56387

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 August 10, 2023, 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 August 10, 2023, 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 August 10, 2023 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 4th day of Dec, 2023.

Summit Fire Protection

COUNTY OF REDWOOD

By: Jeff C. Jacobson
Its Fire Protection Manager

By: _____
James Salfer, Board Chair

By: _____
Vicki Kletscher, County Administrator

APPROVED AS TO FORM

By: _____
County Attorney



REQUEST FOR BOARD ACTION

Requested Board Date:	December 2, 2025	Originating Dept.:	Environmental								
Preferred 2nd Date:											
Discussion Item:	<table border="1"> <tr> <td>Kyle Christensen - Extraction Interim Use Permit #11-25</td> <td>Presenter:</td> <td colspan="2">Jeanette</td> </tr> <tr> <td></td> <td>estimated time needed:</td> <td colspan="2">5 minutes</td> </tr> </table>			Kyle Christensen - Extraction Interim Use Permit #11-25	Presenter:	Jeanette			estimated time needed:	5 minutes	
Kyle Christensen - Extraction Interim Use Permit #11-25	Presenter:	Jeanette									
	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:

Following the recommendation of the Planning Commission, approval of Extraction Interim Use Permit #11-25 for the extraction of sand and clay fill in Section 14 of Granite Rock Township.

Background Information:

Christensen is seeking to re-permit a small site, with only up to 2 acres of extraction and no processing or stockpiling occurring on site.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/2025	Originating Department:	Environmental
Preferred 2nd Date:			
Discussion Item:	Presenter: Jeanette Pidde		
L&S Construction Extraction Permit #1-22	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:

Following the recommendation of the Planning Commission, approval of amended conditions for Extraction Interim Use Permit #1-22 updating haul roads for a gravel pit in Section 24 of Sherman Township.

L&S will update their township road agreement with Sherman Township to make sure dust control and speed limits are addressed.

Background Information:

L&S Construction is seeking to temporarily amend the haul roads used for the gravel pit called the Munsell pit. The pit produces crushed granite product used for construction and road projects. The current haul roads include 305th Street to CSAH 11. The bridge on CSAH 11 going north has a reduced weight limit. L&S requests to use 305th Street as a haul road west to CSAH 2 North, and east to Brown County, during the time the weight restriction on the CSAH 11 bridge prevents fully-loaded trucks from crossing. After the bridge is replaced, the original haul roads of 305th St. to CSAH 11 would be used.

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Administrators Comments:

Reviewed by Administrator: Yes No

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 2, 2025	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Presenter: Vicki K		
2026 Tobacco License Application	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:

Pursuant to Redwood County Ordinance Chapter 112 Tobacco: 112.22 Action:
 1. Approve and issue the license
 2. Deny the license (this does not preclude the applicant from applying again)
 3. Delay action for such reasonable period of time as necessary to complete any investigation of the application or applicant as the Board deems necessary

Background Information:

(3) If the Board chooses to delay action, an investigation may include a requirement of the manager of the Lamberton C-Store to attend a future Board meeting and explain what has happened and what are they going to do to address it. Ask them to explain how they are going to train employees so the store will be in compliance.
 At the December 26, 2024 meeting, C-Store manager Scott Walker appeared before the Redwood County Commissioners to discuss management's plan to address the non-compliance matter and the Board then issued the 2025 Tobacco License.

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:

Memos from Assistant County Attorney Pacheco and Sheriff Jacobson are attached. Both cite concerns of recent violations; therefore, they are unable to recommend the Applicant for licensure as the concern is based upon the cited violations and cannot find that the applicant will comply with the laws, regulations, and ordinances relating to the sale of tobacco.

Reviewed by Administrator: Yes No

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

2026 Liquor License Application

Redwood County, Minnesota

Staples Enterprises Inc dba Expressway Sanborn

-Charlestown

Board of Commissioner's Approval

County Auditor Approval

REDWOOD COUNTY ALCOHOL LICENSE APPLICATION

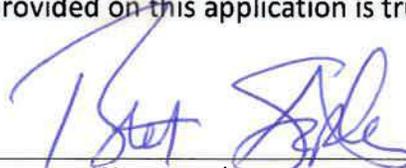
Instructions:

- Type or print legibly in black ink.
- Complete entire application.
- Remit application plus license fee payable to:
Redwood County Treasurer
PO Box 130
Redwood Falls, MN 56283
-

Business Name:	Staples Enterprises Inc dba Expressway Sanborn			
Business Address:	12949 US Hwy 71	Sanborn MN	56083	
	(Street)	(City)	(State)	(Zip)
Business Phone:	507-648-3330			
Owner/Manager Name:	Staples	Brent		
	(Last)	(First)		
Owner/Manager Address:	86233	510 th Ave	Jackson	MN 56143
	(Street)		(City)	(State) (Zip)

I affirm that all of the information I have provided on this application is true and correct.

10-6-2025
(Date)


(Signature)

License #64-26-12
License Fee \$120.00

Off Sale License

License is hereby granted to

Staples Enterprises, Inc. Doing Business As **Expressway, Sanborn**

to sell at retail

3.2 Beer for Consumption OFF Premises

Located at intersection of Highway's 14 & 71 in the
Township of Charlestown, County of Redwood, State of Minnesota

Commencing JANUARY 1, 2025 AND **Terminating** DECEMBER 31, 2025 AT MIDNIGHT.

This license is granted pursuant to application and payment of fee therefore and is subject to all the provisions and conditions of the laws of the state and of the federal government pertaining to such sale, and is revocable for the violation thereof. Not transferable.

Witness the Governing Body of the COUNTY of REDWOOD and the seal thereof this 2nd day of DECEMBER, 2025

By:

Redwood County Board of Commissioners, Chairperson

Attest:

Redwood County Auditor-Treasurer



REQUEST FOR BOARD ACTION

Requested Board Date:	December 2, 2025	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	HR Technical Assistance Program		
	Presenter:	Vicki K	
	estimated time needed:	5 min	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve the AMC HR Technical Assistance Program to be paid from general fund reserves in the amount of \$5,000.

Background Information:

The AMC HR Technical Assistance program includes resources and support for county staff. The program provides a helpline for information and/or questions with a 24-hour turnaround time frame. This will reduce the costs to outside labor attorneys. The county will receive HR updates and legislative observations with guidance to meet the latest compliance requirements. AMC will enroll upon Board approval and the month of December 2025 will be included in the 2026 membership.

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:

I recommend the county provide this program to assist the new HR staff in the administration department. This program will also connect HR staff with a experienced mentor for up to two years to ensure success in the role.

Reviewed by Administrator: Yes No

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

HUMAN RESOURCES TECHNICAL ASSISTANCE PROGRAM FOR COUNTIES



WHAT IS THE HR TECHNICAL ASSISTANCE PROGRAM?

The Human Resource Technical Assistance Program includes resources and support for county administration and human resources professionals.

The goal of the program is to provide trustworthy, consistent human resources information to counties quickly, and at a low cost. Responses to counties' questions are often complex, requiring research and pages of documentation, yet they are answered within 24 hours, or faster! Our hope is that the program reduces potentially costly errors for counties, and also reduces costs related to labor attorneys.

BACKGROUND

Recognizing the need for human resources technical assistance, AMC developed this program several years ago. The initiative is supported by direct funding from AMC, along with annual subscription fees from participating members. Counties of all sizes actively engage in the program, which offers valuable tools and core human resources consultation to meet evolving workforce needs.

PROGRAM FEATURES

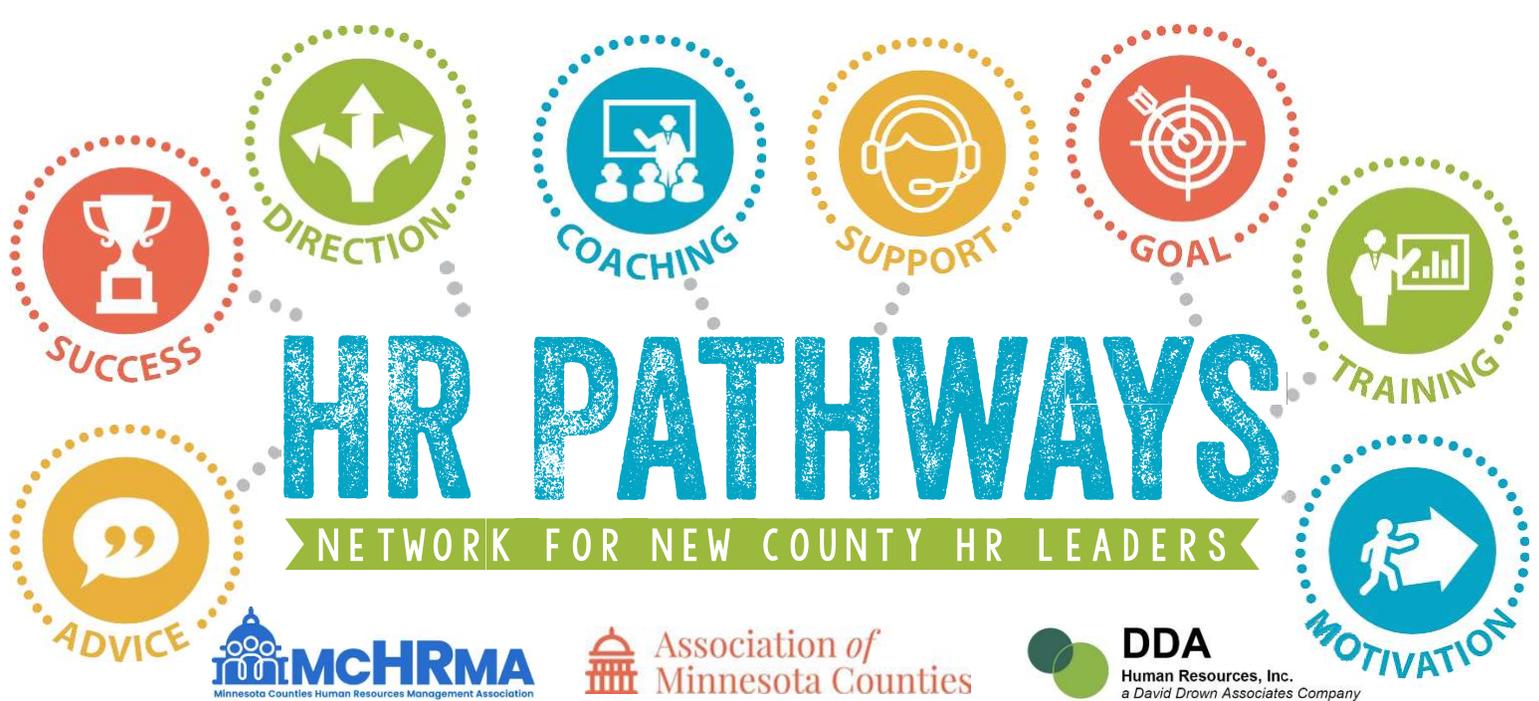
- Helpline questions researched, suggestions offered and turned around in 24 hours.
- Emailed HR updates and legislative observations with tips to meet the latest compliance requirements.
- Timely document development on current issues, updated regularly, ready to lift, tailor, and use. The document library includes over 350 resources, including a comprehensive HR policy manual and numerous templates, checklists, forms, and toolkits.

WHO CAN PARTICIPATE?

Counties and joint powers arrangements (JPAs) of counties.

HOW WAS THE FEE DETERMINED?

We set the \$5,500 annual fee for the program based on cost projections and assumptions of how many counties/JPAs might participate. We chose a flat fee model because it best reflects the way the program is used, with each county/JPA having equal access to all materials.



BECOMING A COUNTY HUMAN RESOURCES LEADER FOR THE FIRST TIME CAN BE A CHALLENGING TRANSITION

ABOUT THE PROGRAM

AMC and MCHRMA developed a program to chart a course for success for newly appointed, top-level human resources managers/directors. Through a partnership with DDA - HR, AMC is offering to assist human resource leaders to make a successful transition into their new role.

HR Pathways is led by Melanie Ault (DDA – HR) and Tammy Bigelow (Sherburne County/DDA-HR) who bring vast county government human resources experience to this program.

ABOUT THE PROCESS

- Individual mentoring sessions, up to four (4) hours within the first few months
- Assessing where there might be gaps in MN county HR knowledge and how to fill them in
- Monthly meetings with cohort of new colleagues for up to two (2) years from hire date
- Connect to a statewide network of new managers
- Connection to HR Technical Assistance Helpline
- Link to the Minnesota County Human Resources Management Association (MCHRMA)

ABOUT THE TOPICS

Individual Topics:

- ERISA does not apply to public sector; indefinite access to healthcare coverage
- Veterans Preference in hiring, discipline and discharge
- Personnel Board of Appeals
- Unclassified positions
- MN Pay Equity Reporting
- Affirmative Action Plans, encouraged but not always required
- Unions and labor relations
- Interest Arbitration
- Elected Officials – relevant provisions and considerations
- MN Government Data Practices Act, Records Retention
- Other related items

Group Topics:

- Working with county boards
- Leadership development
- Working with elected department heads
- Working effectively with non-elected department heads
- Dealing with job stress
- Professional growth
- Open meeting law
- PERA
- Collective bargaining
- Other current public sector HR topics as needed



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/25	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Presenter: Vicki Kletscher		
2026 Board Meeting Dates	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:

Set the meeting dates for the 2026 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

2026 REGULAR MEETING DATES

<u>January</u>	6 (Env/Hwy) Organizational 20 (Sheriff)	<u>February</u>	3 (Env/Hwy) 17 (Sheriff)
<u>March</u>	3 (Env/Hwy) 17 (Sheriff)	<u>April</u>	7 (Env/Hwy) 21 (Sheriff)
<u>May</u>	5 (Env/Hwy) 19 (Sheriff)	<u>June</u>	2 (Env/Hwy) 16 *3:00 p.m. (Sheriff) 6:00 -7:00 p.m. Board of Equalization
<u>July</u>	7 (Env/Hwy) 21 (Sheriff)	<u>August</u>	4 (Env/Hwy) 18 (Sheriff)
<u>September</u>	1 (Env/Hwy) 15 (Sheriff)	<u>October</u>	6 (Env/Hwy) 20 (Sheriff)
<u>November</u>	3 (Env/Hwy) 17 (Sheriff)	<u>December</u>	1 *4:00 p.m. (Env/Hwy) 6:00 p.m. Truth in Taxation 15 (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:	12/2/25	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Newspaper Bid for 2026		
	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 \$12.00 per column inch for all legal publications.

Background Information:

The bid for 2025 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 ****

2026 BID FORM

REDWOOD COUNTY OFFICIAL NEWSPAPER

Redwood County Commissioners:

In response to your request for submission, I, on behalf of: _____

Redwood Falls 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:

\$ 12.00 pci split between 3 papers

Line length (width of column) in picas 9.6 picas

Size of type to be used 8 pt type

If bidder is awarded the contract, it will print the official notices at the rate bid herein for all of 2026 according to the specifications set forth in the invitation to bid and in this bid form.

Bidder certifies that they have 613 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 Harleman

11/19/2025

Signature of Bidder

Date

2026

OFFICIAL REDWOOD COUNTY NEWSPAPER INVITATION TO BID

The Redwood County Board of Commissioners will receive sealed bids for the designation of its official newspaper for 2026 for the publication of the delinquent tax list, county board proceedings, notice of hearings with respect to county zoning matters, and all miscellaneous notices required by law to be published, and the insertion of a copy of the county's annual financial statement in a publication of its paper.

The law provides that all legal notices must be:

1. Printed in the English language
2. Printed in type face no smaller than six-point. Larger type faces may be used. Every notice shall include a title or a caption in a body type no smaller than brevier or eight-point referring to the content of the notice. Larger type faces may be used.
3. The maximum rate that may be charged for publication of a public notice shall not exceed the lowest classified rate paid by commercial users for comparable space in the newspaper in which the public notice appears, and shall include all cash discounts, multiple insertions discounts, and similar benefits extended to the newspapers' regular customers. The maximum rate is further limited in that no newspaper may increase rates by more than ten (10) percent per year, as compared to the maximum rate actually charged by the newspaper in 2022 for publication of public notices."

The following provisions will govern that receipt and opening of bids:

1. Bids will be received until 10:00 a.m. on November 21, 2025 at the office of the County Auditor/Treasurer.
2. All bids should be submitted on the enclosed bid form or a facsimile thereof.
3. Only bids which conform to or exceed the following minimum specifications will be considered:
 - 8-point type
 - 9 lines per vertical inch
4. All bids must specify in picas the length of line (width of column) bidder intends to use.
5. All bids must be submitted on a cost-per-column-inch basis and specify length of line in picas.
6. Each bidder must submit with the bid a sample of the print, using the enclosed Official Publication Notice that it will use, if awarded the bid, in fulfilling the requirements as official legal newspaper.

Official Redwood County Newspaper Invitation to Bid, continued

7. The bidder who is designated as the official county newspaper shall fully comply with all requirements of Minn. Statute 331A.02 and 375.12.
8. Bidder agrees that it will not withdraw the bid even if it is not designated as the official county newspaper. Bidder agrees to print, on request, any county legal notices at the rate and specifications bid if the official newspaper fails to complete its contract.
9. Bidders are instructed to build in all discounts to commercial users in their singular bid. This is intended to facilitate simplicity in selecting the lowest bidder.
10. Bidder agrees to insert (not print) the county financial statement in one issue of the bidder's newspaper when called for by the County Auditor-Treasurer at a price not to exceed 10 cents per subscriber.

The county reserves the right to reject any and all bids and, if the interest of the public requires it, to award the primary contract to a bidder who is not the lowest bidder.



Vicki Kletscher
County Administrator

Affidavit of Publication

State of Minnesota)
) SS.
County of Renville)

Denise Bonsack, being first duly sworn, on oath states as follows:

1. I am the publisher of the Standard-Gazette & Messenger, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

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

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Wed, Nov 12, 2025

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:

\$7.50

5. Mortgage Foreclosure Notices [Effective 7/1/15]. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Renville County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's 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.

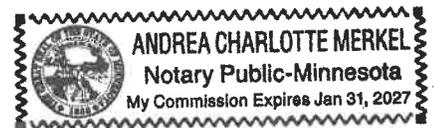
FURTHER YOUR AFFIANT SAITH NOT.

Denise Bonsack

[Signature]

Subscribed and sworn to before me on this 12th day of November, 2025

Andrea Merkel
Notary Public



LEGAL NOTICE
The Redwood County Board of Commissioners will receive sealed proposals for the designation of its Official Newspaper for 2026 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.07 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 21st, 2025, 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
Published in the Standard-Gazette & Messenger
November 12, 2025.



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/25	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 2026.

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:

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

P.O. Box 130 Redwood Falls, MN 56283



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 2026 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 2026 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 2, 2025.

Dated this 2nd day of December 2025.

Board Chair
Redwood County Board of Commissioners

Vicki Kletscher
County Administrator

1st District
RICK WAKEFIELD
P.O. Box 473
Walnut Grove, MN 56180
(507) 859-2369

2nd District
JIM SALFER
865 Pine Street
Wabasso, MN 56293
(507) 829-8029

3rd District
DENNIS GROEBNER
250 Center Street
Clements, MN 56224
(507) 692-2235

4th District
BOB VANHEE
503 Fallwood Road
Redwood Falls, MN 56283
(507) 616-1000

5th District
COREY THEIS
121 W. 4th St.
Redwood Falls, MN 56283
(507) 430-4150



REQUEST FOR BOARD ACTION

Requested Board Date:	12/2/25	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 2026.

Background Information:

Supporting Documents: Attached None

County Attorney Reviewed Information: Completed In Progress Not applicable

Date Legal Request Submitted to County Attorney: 11/5/25

Date Requestor Requires Review Completion: 11/25/25

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 2nd day of December 2025, 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 2026 Official Redwood County Newspaper Invitation to Bid published November 12th, 2025, and accepted by the Board of Commissioners as of December 2nd, 2025.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from January 1, 2026, to December 31, 2026, 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 2026 Official Record County Newspaper Invitation to Bid published November 12th, 2025, and Vendor's Bid Form response 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 2nd day of December 2025.

(Cherry Road Media)

COUNTY OF REDWOOD

By: _____
Its _____

By: _____
Director of Purchasing

APPROVED AS TO FORM

By:  _____
County Attorney

2026 BID FORM

REDWOOD COUNTY OFFICIAL NEWSPAPER

Redwood County Commissioners:

In response to your request for submission, I, on behalf of: _____

Redwood Falls 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:

\$ 12.00 pci split between 3 papers

Line length (width of column) in picas 9.6 picas

Size of type to be used 8 pt type

If bidder is awarded the contract, it will print the official notices at the rate bid herein for all of 2026 according to the specifications set forth in the invitation to bid and in this bid form.

Bidder certifies that they have 613 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 Harleman

11/19/2025

Signature of Bidder

Date

2026

OFFICIAL REDWOOD COUNTY NEWSPAPER INVITATION TO BID

The Redwood County Board of Commissioners will receive sealed bids for the designation of its official newspaper for 2026 for the publication of the delinquent tax list, county board proceedings, notice of hearings with respect to county zoning matters, and all miscellaneous notices required by law to be published, and the insertion of a copy of the county's annual financial statement in a publication of its paper.

The law provides that all legal notices must be:

1. Printed in the English language
2. Printed in type face no smaller than six-point. Larger type faces may be used. Every notice shall include a title or a caption in a body type no smaller than brevier or eight-point referring to the content of the notice. Larger type faces may be used.
3. The maximum rate that may be charged for publication of a public notice shall not exceed the lowest classified rate paid by commercial users for comparable space in the newspaper in which the public notice appears, and shall include all cash discounts, multiple insertions discounts, and similar benefits extended to the newspapers' regular customers. The maximum rate is further limited in that no newspaper may increase rates by more than ten (10) percent per year, as compared to the maximum rate actually charged by the newspaper in 2022 for publication of public notices."

The following provisions will govern that receipt and opening of bids:

1. Bids will be received until 10:00 a.m. on November 21, 2025 at the office of the County Auditor/Treasurer.
2. All bids should be submitted on the enclosed bid form or a facsimile thereof.
3. Only bids which conform to or exceed the following minimum specifications will be considered:
 - 8-point type
 - 9 lines per vertical inch
4. All bids must specify in picas the length of line (width of column) bidder intends to use.
5. All bids must be submitted on a cost-per-column-inch basis and specify length of line in picas.
6. Each bidder must submit with the bid a sample of the print, using the enclosed Official Publication Notice that it will use, if awarded the bid, in fulfilling the requirements as official legal newspaper.

Official Redwood County Newspaper Invitation to Bid, continued

7. The bidder who is designated as the official county newspaper shall fully comply with all requirements of Minn. Statute 331A.02 and 375.12.
8. Bidder agrees that it will not withdraw the bid even if it is not designated as the official county newspaper. Bidder agrees to print, on request, any county legal notices at the rate and specifications bid if the official newspaper fails to complete its contract.
9. Bidders are instructed to build in all discounts to commercial users in their singular bid. This is intended to facilitate simplicity in selecting the lowest bidder.
10. Bidder agrees to insert (not print) the county financial statement in one issue of the bidder's newspaper when called for by the County Auditor-Treasurer at a price not to exceed 10 cents per subscriber.

The county reserves the right to reject any and all bids and, if the interest of the public requires it, to award the primary contract to a bidder who is not the lowest bidder.



Vicki Kletscher
County Administrator



REQUEST FOR BOARD ACTION

Requested Board Date:	December 2, 2025	Originating Dept.:	Admin
Preferred 2nd Date:			
Discussion Item:	FY26 Snowmobile Grant In Aid Program agreement		
	Presenter:	Vicki K	
	estimated time needed:	5 min	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve Snowmobile Grant-In-Aid Program FY 2026 Maintenance and Grooming Grants in the amount of \$86,671.20

Background Information:

Redwood County serves as fiscal host for the Redwood County Trails/Minnesota Valley Snow Riders-Redwood club. The benchmark application was submitted to the grant sponsor and the funds may not be released to the local snowmobile club until the County Board approves the attached grant agreement.

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 ****



This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Natural Resources ("State") and **Redwood County, 403 South Mill Street, PO Box 130, Redwood Falls, MN 56283** ("Grantee").

Recitals

Under Minnesota Statute [84.83](#) the State is empowered to enter into this Grant Contract Agreement. The State is in need of the services of the Sponsor to provide maintenance and grooming for public use the trail(s) specified in this grant contract agreement. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. July 1, 2025, or the date the State obtains all required signatures, whichever is later.

Notwithstanding [Minnesota Statutes §§ 16A.41 and 16B.98, Subd. 5](#), the Grantee submitted, and the State approved a work plan and budget whose expenditures can be reimbursed as of the effective date of this grant agreement pursuant to [Minnesota Statutes § 16B.98, Subd. 11](#).

Pursuant to [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date.

June 30, 2026, or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on August 30, 2026.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure

1.4 Incur Expenses. Notwithstanding Minnesota Statutes [§§](#) Section 16A.41 and 16B.98 Subd 5, pre-award expenditures made on or after the date the work plan and budget are approved, whichever is later, are eligible for reimbursement.

2 Specifications, Duties, and Scope of Work

The Sponsor agrees to construct, operate and maintain the approved trails in accordance with the guidelines contained within the https://mndnr.gov/grants/recreation/gia_snowmobile.html current at the time this

agreement is signed, hereinafter referred to as the "Manual" as accepted or amended by the State which is incorporated into this contract by reference and filed with the Minnesota Department of Natural Resources Division of Parks and Trails 500 Lafayette Road St. Paul MN 55155. All work will be the responsibility of the Sponsor, Sponsor's employees, or the Sponsor's agent. The Sponsor, who is not a state employee, will:

- 2.1. Comply with required grants management policies and procedures set forth through § 16B.97 subd. 4 (a) (1).
- 2.2. Complete activities in this Grant Contract Agreement for the trails approved by the State according to the guidelines of the Manual as stated in the application and resolution or official minutes authorizing sponsorship attached this Grant Contract Agreement per Recital 5.
- 2.3. Acquire interest in lands on trail(s) for public use. Proceed to acquire necessary interests in lands on the Trail in accordance with the approved map on file with the State's authorized representative. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than three (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing and improvements in accordance with Minnesota Statutes Ch. 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.

(a) A person having personal knowledge of ownership shall sign an affidavit that the person whose name appears on the document of conveyance, lease, or permit is the owner or possessor.

(b) Any instrument of conveyance or permit with a consideration exceeding \$500.00 shall be accompanied by an Attorney's Certificate of Title.

2.4 Perform services to provide the trail(s) for public use in accordance with the guidelines in the Manual which shall include but are not limited to:

(a) Keep the trail(s) reasonably safe for public use; provide sanitation and sanitary facilities when needed; provide appropriate regulatory and informational signage; and

(b) provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual.

The Sponsor and not the State is responsible for maintaining signs and all trails.

2.5 Expedite establishment and construction of trail(s). If the Sponsor fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold payments to the Sponsor and/or terminate this Contract.

2.6 The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative. The Grantee must sign and return Exhibit B, Conflict of Interest Disclosure, when countersigning this Agreement.

2.7 The grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 Compensation. The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$86,671.20.

(A) Obligation is distributed as documented below, to provide for public use the following trail(s) specified in this grant contract agreement:

List Trail Name (s): Redwood Area Trails \$86,671.20

(B) Certification of 4 benchmarks:

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the "anticipated" alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

Disbursement of these funds is contingent on the local unit of government providing the trail maintenance performance benchmark form certifying that the trail is open and available for use. The certification must be received by December 15th of that year, and certifies that the trail was ready to be open and groomed by December 1st, pending snow; satisfactorily brushed; bridges were in good repair; signs were installed; gates were capable of being open (snow permitting); interest in the lands to operate the entire trail were obtained through fee ownership, easement, lease, permit, permission, or other conveyance; parking lots were plowed or ready to be plowed (snow permitting); any additional work to set up the trail was completed; and the trail meets the guidelines of the Manual.

4.2 Administrative costs are not allowed under this grant. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$ \$0.00. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner’s Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.3 Invoices. Payments shall be made by the State after the Grantee’s presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State’s Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule: Due dates as described in the manual.

4.4 Payments shall not be made on grants with past due progress and/or financial reports, including final reports, unless the State has given the Grantee a written extension.

4.5 In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State’s Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

4.6 Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

4.7 For awards greater than \$25,000, a grantee performance evaluation will be posted publicly at <https://osp.admin.mn.gov/granteval/grant-eval-uploader> , per [Minnesota Statutes § 16B.98, Subdivision 12](#) and [OGM Policy 08-13](#).

5 Conditions of Payment

All services provided by the Grantee under this Grant Contract 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.

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

(A) If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.

(B) If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.

(C) If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.

(D) If it is determined that the **Trail Closure/Application Submission Certification** benchmark in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Contracting and Bidding Requirements

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

6.1 The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.

6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7 Authorized Representatives

7.1 The State's Authorized Representative is Colin Wright, Area Supervisor, 164 Co Rd 8 NE, POBox 457, Spicer, MN 56288, 320-409-2051, Colin.Wright@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative is Jean Price, Auditor, PO Box 130, Redwood Falls, MN 56283, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

7.3 The Grantee must clearly post on the Grantee’s website the names of, and contact information for, the Grantee’s leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2 Amendments. Any amendment to this Grant Contract 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 Grant Contract Agreement or their successors.

8.3 Waiver. If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

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

9 Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State’s Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No sub agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State’s failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract 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.

12 Government Data Practices and Intellectual Property Rights

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights. Reserved. No intellectual property will be created under this grant. If any intellectual property implications are discovered later, this clause will be amended.

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minnesota Statutes § 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.

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 Termination by the State.

A. Without Cause.

The State may terminate this Grant Contract Agreement 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.

B. With Cause.

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, 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.

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written 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 dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee’s ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State’s receiving notice.

16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee’s website, when practicable.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

16.3 Signage. Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

17 Data Disclosure

Under [Minnesota Statutes § 270C.65](#), Subd. 3, and other applicable law, the 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.

18 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- C. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- D. Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- E. Any other applicable non-discrimination law(s).

19 Invasive Species

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: [Link to Operational Order 113](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf) (http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

20 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts](#) (http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

21 Use of Funds as Match to Other Grants or Programs

The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

21.1 The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).

21.2 The Grantee must also inform the State’s Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

22 Americans With Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

23 Reporting Requirements

Provide a progress report(s) to the State’s Authorized Representative annually in a format provided by the State. The report will describe work which was completed, time needed to complete said work and total cost and reimbursement request for said work.

24 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State’s authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained, and that no conversion of use has occurred

25 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed, review and approved prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Sponsor Resolution

Exhibit B: Conflict of Interest form

Exhibit C: proof of non-profit

Grant Contract Agreement Signature Page

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: DocuSigned by: Karen Patvin

Signature: 63FBE77957A34A8...

Title: Accounting Officer Sr. Date: November 18, 2025

SWIFT Contract No. 279533/PO# 3000289517

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

Print Name: Signed by: _____

Signature: Rick Wakfield
59B1B0403CE34A9...

Title: Board Chair Date: November 26, 2025



Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a grant reviewer* is any situation in which *their judgment*, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a-competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: Redwood Co

Project Name: MN Valley Snow Riders

Legal Citation: Snowmobile: 84.83

Authorized Representative Printed Name:

Rick Wakefield

Authorized Representative Signature/Date:

Rick Wakefield 10/7/25

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 AUTHORIZING SPONSORSHIP OF TRAILS OPERATED BY MINNESOTA VALLEY SNOW RIDERS-REDWOOD

WHEREAS, Redwood County acts as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for the Maintenance of snowmobile trails managed by MN Valley Snow Riders-Redwood, and

WHEREAS, upon approval of the "Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Application" by the State of Minnesota, Department of Natural Resources, Redwood County will enter into an agreement with the State for the maintenance and grooming of the Minnesota Valley Snowmobile Trails in Redwood County and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT RESOLVED that the County of Redwood Board of Commissioners authorizes the Minnesota Valley Snow Riders-Redwood to make application to the State of Minnesota, Department of natural Resources for the "Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Application" for trail maintenance and grooming for Fiscal Years 2023-2024, 2024-2025, 2025-2026, 2026-2027, and 2027-2028.

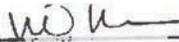
BE IT FURTHER RESOLVED that the County Auditor-Treasurer is authorized to serve as the fiscal agent for the above-mentioned project.

VOTING AYE: Jim Salfer, Dennis Groebner, Dave Forkrud, Bob Van Hee

VOTING NAY:

ATTEST:

I, Vicki Kletscher, Administrator of the County of Redwood, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Redwood County Board of Commissioners held on the 21st day of November 2023.


Vicki Kletscher, Redwood 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
Dove_F@co.redwood.mn.us

Business Record Details »

Minnesota Business Name
Minnesota Valley Snow Riders - Redwood

Business Type
Nonprofit Corporation (Domestic)

MN Statute
317A

File Number
1V-798

Home Jurisdiction
Minnesota

Filing Date
07/17/2000

Status
Active / In Good Standing

Renewal Due Date
12/31/2025

Registered Office Address
311 Normandale Road
Redwood Falls, MN 56283
USA

Registered Agent(s)
(Optional) Currently No Agent

President
JANE MAGERS
311 NORMANDALE RD
REDWOOD FALLS, MN 56283-2221
USA

[Filing History](#)

Filing History

Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	07/17/2000	Original Filing - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	07/17/2000	Nonprofit Corporation (Domestic) Business Name (Business Name: Minnesota Valley Snow Riders - Redwood)	
<input type="checkbox"/>	10/26/2010	Amendment - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	2/26/2015	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	



REQUEST FOR BOARD ACTION

Requested Board Date:	December 2, 2025	Originating Dept.:	Administration
Preferred 2nd Date:			
Discussion Item:	Amended AREA II Joint Powers Agreement		
	Presenter:	Vicki K	
	estimated time needed:	5 min	
Board Action:	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

If Action, Board Motion Requested:

Approve amended AREA II Joint Powers Agreement

Background Information:

Redwood County Board approved the AREA II JPA at the November 4, 2025 meeting. Lyon County attorney offered a change to the Duration section as there were references to "renewal" that they were not comfortable with. With the agreement becoming self-renewing and only subject to signature when any changes spur the development of a new agreement, the 'renewal' language no longer applies.

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:

Prior to this change, all other counties were in agreement with the proposed language and had authorized signature of the JPA at their December 4 meeting.

Reviewed by Administrator: Yes No

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

**A JOINT AND COOPERATIVE AGREEMENT
FOR THE CONTINUING OPERATION OF

AREA II MINNESOTA RIVER BASIN PROJECTS
AS A JOINT POWERS ENTITY
UNDER MINNESOTA STATUTES § 471.59**

I. INTENT OF AGREEMENT

The intent of this agreement is to maintain an organization in the form of a Joint Powers Entity, as authorized by Minnesota Statutes §471.59, which will carry on a program of floodwater retention and retardation measures, both structural and nonstructural, in the drainage area outletting into the south side of the Minnesota River between the cities of Ortonville and Mankato, Minnesota. This area is known as Study Area II in the Minnesota River Basin Report developed by the Minnesota Board of Water and Soil Resources. The information from this report recommended a program of structural measures including 81 flood retarding structures and 10.1 miles of levees. Nonstructural measures including, but not limited to, accelerated land treatment, conservation farming practices, floodplain zoning, groundwater quality enhancement, environmental corridors, and water quality improvement were also shown to be a necessary part of a flood damage reduction program. The joint Soil Conservation Service/Corps of Engineers P.L. 87-639 Study completed on these subbasins demonstrated that both structural and nonstructural components must be a part of effective flood control in this area.

Because the flooding problems in these watershed areas are interconnected due to the topography of the area, an area-wide solution is necessary and toward this end, this nine (9) county joint powers agreement is addressed.

II. JOINT AND COOPERATIVE AGREEMENT

The parties to this agreement are county governments within the State of Minnesota which govern lands draining water into the Minnesota River or its tributaries within the defined boundaries of Area II. These nine counties share the interest and goal of reducing flood damages along this reach of the Minnesota River and along tributaries to it wholly or partly within their individual boundaries. The parties to this agreement realize that the success of this flood control program is dependent upon the sincere desire of each participant to cooperate in the exercise of joint powers to solve a joint problem and pledge to do so.

The signatories to this agreement all have the power to construct, reconstruct, extend, maintain, and manage flood control facilities. The signatories also have the power to enact and enforce floodplain and land use rules in this area. The signatories have developed individual Comprehensive Local Water Plans under Minnesota law and they pledge that projects undertaken

under this agreement will be in conformance with these plans. This agreement is made pursuant to the authority conferred upon the participants by Minnesota Statutes § 471.59, and whatever other portions of the Statutes are applicable both now and in the future.

It is recognized by the participating parties that the upper reaches of this flood control area lay within the jurisdiction of the State of South Dakota. A significant portion of the water which must be controlled originates there. Since these South Dakota counties cannot join directly into this joint powers agreement, the participants pledge to cooperate with legal entities established in South Dakota directed toward these same goals.

III. ESTABLISHMENT OF THE BOARD OF DIRECTORS

For the purpose of accomplishing the objectives and intent of this agreement, the participants hereto do hereby establish the Area II Minnesota River Basin Projects Board of Directors (“Board”), as authorized by Minnesota Statutes § 471.59. The Board shall consist of one member from each of the counties in this agreement. The geographical jurisdiction of the Board shall be coextensive with that part of the geographical boundaries of each of the participants to this agreement, which lie within the watershed of the Minnesota River, and are a part of Study Area II of the Minnesota River Basin as established by the Minnesota Board of Water and Soil Resources.

IV. DEFINITIONS

For the purpose of this agreement, the terms used herein shall have the meaning as defined in this article.

Subdivision 1. “Participant” means a county of the State of Minnesota signed to this agreement.

Subdivision 2. “Board” means the Board of Directors created by this agreement, consisting of one member from each of the counties participating in this agreement. The full name of the Board is: “Area II Minnesota River Basin Projects Board.”

Subdivision 3. “Appointing Board” means the Board of Commissioners of the county which is a Participant to this agreement.

Subdivision 4. “Area II” means Area II Minnesota River Basin Projects, a Joint Powers Entity.

V. MEMBERSHIP

The membership of the Board shall consist of the duly appointed representatives of the following Minnesota counties as shall elect, through resolution or ordinance adopted by their respective governing bodies, to become members:

Brown County
Cottonwood County
Lac qui Parle County

Lincoln County
Lyon County
Murray County

Pipestone County
Redwood County
Yellow Medicine County

The South Dakota counties recognized by this agreement having part of their areas within Area II are:

Brookings County
Codington County

Deuel County
Grant County

No change in geographic boundaries, structure, or organization data shall affect the eligibility of any county listed above to be represented on the Board, so long as such county continues to exist as a separate political subdivision.

Each member of the Board shall have one (1) vote.

VI. BOARD OF DIRECTORS

Subdivision 1. The Board shall consist of the same number of members as there are counties participating in this agreement. Each participating county shall have one member to be appointed by that county's Board of Commissioners. Each Appointing Board shall also appoint an alternate member who shall serve and be entitled to vote in the regular member's absence.

Subdivision 2. The Appointing Boards shall choose a delegate and an alternate member who shall be a member of the Appointing Board and a commissioner of the participating county. The terms of each member and alternate appointed shall be established by this agreement. Only delegate members are entitled to vote and make motions. Only in the absence of the delegate is the alternate given these responsibilities, however, alternate members are encouraged to attend for discussion participation.

Subdivision 3. The Appointing Board of each participant to this agreement agrees that its representative member or alternate once appointed shall serve until removed by the Appointing Board.

Subdivision 4. Board members may receive compensation and reimbursement of their expenses from Area II funds for Executive Board or special meetings.

Subdivision 5. Each Appointing Board shall, within thirty (30) days of appointment of a member or alternate, file with the Secretary/Treasurer of Area II, a record of the appointment of its representative member and alternate.

VII. POWERS AND DUTIES OF THE BOARD

Subdivision 1. An organizational meeting of the Board shall be held forthwith upon appointment of all members. At this meeting the appointed members shall become members of the Area II Board, and they shall adopt such rules and regulations governing Board meetings as well as place and frequency of such meetings. Such rules and regulations may be amended from time to time at either a regular or special meeting of the Board provided that a ten (10) day prior notice of the proposed amendment has been furnished to each person to whom notice of a Board meeting is required to be sent; a majority vote of all eligible members shall be sufficient to adopt any proposed amendments to such rules and regulations.

Subdivision 2. At the organizational meeting and in January of each odd-numbered year thereafter, the Board shall meet and elect from its members: a Chairman, a Vice Chairman, and a Secretary/Treasurer to conduct its meetings and affairs, and to be the Executive Board of Directors of Area II. Each term is a two-year commitment with a maximum of two consecutive terms in the Executive Board position.

Subdivision 3. The Executive Board will provide overall policy direction to Area II's Board of Directors.

Subdivision 4. The Board will select from an array of plans prepared by the Area II staff that plan which will most equitably distribute the cost of the flood damage reduction program over the participant counties for the term of the Joint Powers Agreement and as attached to and becomes part of this binding agreement.

Subdivision 5. The Executive Board may exercise all of the powers authorized under Chapter 471.59 of Minnesota Statutes given to a county which are consistent with the purposes and intent of this agreement.

Subdivision 6. The Board shall comply with the requirements of Chapter 13D of Minnesota Statutes (Open Meeting Law).

VIII. POWERS AND DUTIES OF AREA II

Subdivision 1. Area II shall, as it relates to flood control, water conservation and supply, groundwater protection and enhancement, construction of related facilities, and facilitating other flood control efforts in this area, have the powers and duties set forth in this article.

Subdivision 2. Area II may employ such persons on a full-time, part-time, or consulting basis as Area II deems necessary.

Subdivision 3. Area II may contract for and acquire necessary personal property to carry out its powers and duties.

Subdivision 4. Area II may make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purpose and intent of this agreement.

Subdivision 5. Area II may cooperate or contract with any state or subdivision thereof, federal agencies of the United States, private or public corporations, or cooperative associations. Area II may also cooperate with private individuals.

Subdivision 6. Area II may establish and maintain devices for acquiring and recording hydrological data.

Subdivision 7. Area II may apply for and accept funds from the federal government and other governmental sources and it may accept from private sources and may secure funds in any manner authorized by Chapter 471.59 of Minnesota Statutes. Area II may expend such funds pursuant to Chapter 471.59 and the provisions of this agreement.

Subdivision 8. Area II may receive, administer, and disburse any moneys authorized by Minnesota law.

Subdivision 9. Area II may adopt rules and regulations to effectuate the purposes of this agreement.

Subdivision 10. Area II may provide any participating county or any other unit of government with technical data or any other information of which Area II has knowledge which will assist the governmental unit with water related projects.

Subdivision 11. Area II may accumulate reserve funds for the purposes mentioned and may invest funds of Area II not currently needed for its operation in the manner and subject to the laws of Minnesota applicable to municipalities.

Subdivision 12. Area II may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefore in the manner hereinafter provided.

Subdivision 13. Area II shall cause to be made an annual audit of the books and accounts of Area II and shall make and file a report with its participating counties at least once each year including the following information:

- a) The financial condition of Area II.
- b) The status of all Area II projects and work within the area.
- c) The business transacted by Area II in other matters which affect the interest of the counties.

Copies of said report shall be submitted to the auditor of each participating county.

Subdivision 14. Area II's books, reports, and records shall be available for and open to inspection by the participating counties at all reasonable times during normal business hours at Area II's office.

Subdivision 15. Area II may recommend changes in this agreement to the participating counties upon a two-thirds (2/3s) majority vote of the Board.

Subdivision 16. Each participating county reserves the right to conduct separate or concurrent studies of any matter under study by Area II.

IX. PROJECTS

Subdivision 1. Area II shall have no power to initiate projects or improvements unless the proposed project or improvement receives a majority vote of the Board of Directors of Area II. All such proceedings shall be in conformance with Minnesota Statutes, Chapter 103F, Sections 171-187; 471.59; and special legislation.

Subdivision 2. Area II will consult with the Minnesota Board of Water and Soil Resources, through its Chief Engineer, on the setting of project priorities and the effect of individual projects on overall State floodplain management plans.

Subdivision 3. The provisions of Minnesota Statutes, Chapter 103F, Sections 171-187, shall be adhered to when the funds provided thereunder are to be used to finance a project.

X. FINANCES

Subdivision 1. Each participant to this agreement shall cause its respective county auditor to make annual levies of *ad valorem* taxes as authorized by Minnesota law for the benefit of an association of counties.

Subdivision 2. The Board of Directors of Area II shall prepare and present at the Board's monthly meeting in May, a budget for the next fiscal year. This budget shall include monies to match the State grant monies under Minnesota Statutes Chapter 103F Sections 171-187 or other grants for projects approved by the Board of Directors. A two-thirds (2/3s) majority vote of the Board will be required to approve this budget. Each participating county shall be billed for its share of this budget as determined by the Board and included as Attachment "A" to this document.

Subdivision 3. Area II shall disburse the local matching funds for projects to the project sponsors when the project is completed to the satisfaction of the Board of Directors as recommended by Area II staff.

Subdivision 4. Such funds as Area II shall receive from any source shall be deposited in depositories selected by the Board of Directors of Area II.

Subdivision 5. Area II by its Treasurer, shall account for, administer, and disburse said funds with each expenditure in the form of a check signed by the Treasurer and other authorized and bonded signatory.

Subdivision 6. Area II may disburse project funds only for such projects or improvement for which a preliminary engineering report has been prepared and which is in conformity with the comprehensive water plan of the County within which the project lies or the overall plan of the watershed within which the project lies, if the project lies within a watershed district.

Subdivision 7. Area II may disburse funds necessary for operational expenses as well as compensation of its members and reimbursement of their expenses for Executive Board or special meetings.

XI. DURATION

Subdivision 1. ~~Each participant to this agreement agrees to be bound by the terms of this agreement until December 31, 2025, at which time this agreement shall terminate unless renewed by the participants.~~

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

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

This Agreement shall continue in effect indefinitely, unless terminated in accordance with its terms, or superseded by a subsequent joint powers agreement specifically related to the purposes of this Agreement.

Subdivision 2. The agreement may be terminated ~~prior to December 31, 2025~~ by two-thirds (2/3s) majority of the respective county boards of the participants to this agreement.

XII. DISSOLUTION

Upon dissolution of Area II, all property of Area II and monies on hand shall be disposed of in a manner consistent with Minnesota law, with the exception that any funds supplied to Area II by the Minnesota Board of Water and Soil Resources for the purpose of operating and maintaining the Area II Technical Office which have not been spent shall be returned to that body. Special funds comprised of county dollars (i.e. sinking fund, etc.) will be distributed to the member counties in the same amount of principal plus accrued interest on that principal.

Any member may withdraw from this Agreement upon ninety (90) days written notice. The participating county's governing board resolution to withdraw from this Agreement shall be submitted under cover letter and sent via certified mail to the Board Chair or equivalent of each

participating county, and to the Board Chair of Area II.

Should a participating county elect to withdraw from Area II prior to dissolution ~~or renewal~~ of the joint powers agreement, the county will forfeit their share of divided property and collected levies to that point in time. The county will also forfeit their contribution to special funds (i.e. sinking fund, etc.) as these accounts serve designated purposes.

~~Should a participating county choose to not renew their membership in Area II when the Joint Powers Agreement is due for renewal, the County will forfeit its share of divided property and collected levies, however, the principal and interest that the member county has contributed to any unused special fund (i.e. sinking fund, etc.) will be returned to the departing county.~~

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

XIII. INDEMNIFICATION AND HOLD HARMLESS

Area II shall be considered a separate and distinct public entity to which the member counties have transferred all responsibility and control for actions taken pursuant to this agreement. Area II shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Chapter 466 of Minnesota Statutes.

Area II shall fully defend, indemnify and hold harmless the member counties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or its employees and/or the agents of Area II. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of the limitations of liability provided under Chapter 466 of Minnesota Statutes.

To the full extent permitted by law, actions by the member counties pursuant to this agreement are intended to be and shall be construed as a “cooperative” activity and it is the intent of the member counties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, Subd. 1a(a); provided further that for purposes of that statute, each member county to this agreement expressly declines responsibility for the acts or omissions of any other member county.

The member counties to this agreement are not liable for the acts or omissions of the other member counties to this agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other member counties.

XIV. EFFECTIVE DATE

This agreement shall be in full force and effect upon execution by the respective governing bodies of all the undersigned participants. Upon execution of this agreement, each governing body of each participant shall furnish the names and addresses of the regular member appointed to the Board as well as the alternate appointed.

IN WITNESS WHEREOF, the undersigned counties by actions of their governing bodies, caused this agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

BROWN COUNTY

Jeff Veerkamp, Area II delegate

Date:

COTTONWOOD COUNTY

Larry Anderson, Area II delegate

Date:

LAC QUI PARLE COUNTY

Greg Thole, Area II delegate

Date:

LINCOLN COUNTY

Joe Drietz, Area II delegate

Date:

**LYON
COUNTY**

Gary Crowley, Area II delegate

Date:

**MURRAY
COUNTY**

Loy Woelber, Area II delegate

Date:

**PIPESTONE
COUNTY**

Luke Johnson, Area II delegate

Date:

**REDWOOD
COUNTY**

Rick Wakefield, Area II delegate

Date:

**YELLOW
MEDICINE
COUNTY**

Glen Kack, Area II delegate

Date:

ATTACHMENT 'A'

COUNTY SHARES OF THE AREA II TECHNICAL OFFICE BUDGET	
Brown County	15.90%
Cottonwood County	2.76%
Lac qui Parle County	14.25%
Lincoln County	4.09%
Lyon County	27.31%
Murray County	1.37%
Pipestone County	0.70%
Redwood County	13.68%
Yellow Medicine County	19.94%
NOTE: County Share Formula = \$2,000 + (County% x (Office Budget-\$18,000))	

XII Duration

Upon dissolution of Area II, all property of Area II and monies on hand shall be disposed of in a manner consistent with Minnesota law, with the exception that any funds supplied to Area II by the Minnesota Board of Water and Soil Resources for the purpose of operating and maintaining the Area II Technical Office which have not been spent shall be returned to that body. Special funds comprised of county dollars (i.e. sinking fund, etc.) will be distributed to the member counties in the same amount of principal plus accrued interest on that principal.

Any member may withdraw from this Agreement upon ninety (90) days written notice. The participating county's governing board resolution to withdraw from this Agreement shall be submitted under cover letter and sent via certified mail to the Board Chair or equivalent of each participating county, and to the Board Chair of Area II.

Should a participating county elect to withdraw from Area II prior to dissolution **or renewal** of the joint powers agreement, the county will forfeit their share of divided property and collected levies to that point in time. The county will also forfeit their contribution to special funds (i.e. sinking fund, etc.) as these accounts serve designated purposes.

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~~Should a participating county choose to not renew their membership in Area II when the Joint Powers Agreement is due for renewal, the County will forfeit its share of divided property and collected levies, however, the principal and interest that the member county has contributed to any unused special fund (i.e. sinking fund, etc.) will be returned to the departing county.~~

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

Redwood County Board of Commissioners

P.O Box 130 Redwood Falls, MN 56283



PRESENT:
ABSENT:
INTRODUCED: SECOND:
VOTED: Aye:
 Nay:

RESOLUTION

BE IT HEREBY RESOLVED, by the Board of Commissioners for Redwood County, that the 2026 property tax levies for Redwood County Funds be set as follows:

REVENUE FUND	\$10,900,000
HUMAN SERVICES FUND.....	3,633,546
PUBLIC HEALTH FUND	235,231
ROAD AND BRIDGE FUND	2,821,766
BUILDING FUND	250,000
DEBT SERVICE FUND	1,974,409
REGIONAL LIBRARY	109,323
EDA.....	141,653

BE IT FURTHER RESOLVED, that the 2026 Redwood County property tax levy be certified to the Redwood County Auditor-Treasurer at \$20,065,928.

BE IT FURTHER RESOLVED, that the 2026 Redwood County adjusted property tax levy be set at \$19,157,499, a 5.0 % change from the 2025 adjusted tax levy of \$18,240,411.

ADOPTED, this 2nd day of December, 2025.

Attest: Vicki Kletscher
County Administrator

Rick Wakefield, Chair
Redwood County Board of Commissioners

1st District
RICK WAKEFIELD
P.O. Box 473
Walnut Grove, MN 56180
(507) 859-2369

2nd District
JIM SALFER
865 Pine Street
Wabasso, MN 56293
(507) 829-8029

3rd District
DENNIS GROEBNER
250 Center Street
Clements, MN 56224
(507) 692-2235

4th District
BOB VANHEE
503 Fallwood Road
Redwood Falls, MN 56283
(507) 616-1000

5th District
COREY THEIS
121 W. 4th St.
Redwood Falls, MN 56283
(507) 430-4150

Redwood County Board of Commissioners

P.O. Box 130 Redwood Falls, MN 56283



2026 BUDGET RESOLUTION

Present:

Absent:

Introduced:

Voted:

Second:

Aye:

Nay:

RESOLUTION:

WHEREAS, the Redwood County Board of Commissioners has reviewed the proposed 2026 budget with the Redwood County Department Heads to discuss budgets proposed for the staffing, supplies, and general operation of their departments during Calendar year 2025 and;

WHEREAS, the Redwood County Board of Commissioners has subsequently reviewed each of the departmental budgets in relationship to the amounts needed from the 2026 Property Tax Levy, and;

NOW, THEREFORE, BE IT RESOLVED, that the Redwood County Board of Commissioners does hereby adopt the 2026 Redwood County Budgeted Revenues and Expenditures as attached:

ADOPTED, this 2nd day of December 2025.

Rick Wakefield, Chair
Redwood County Board of Commissioners

ATTEST: Vicki Knobloch
County Administrator

1st District
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P.O. Box 473
Walnut Grove, MN 56180
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(507) 430-4150

*** Redwood County ***



BUDGETARY APPROVAL REPORT
1 - GENERAL

	<u>BUDGETED AMOUNTS</u>
REVENUE	
PROPERTY TAXES	\$ 10,400,128
OTHER TAXES	13,000
SPECIAL ASSESSMENTS	35,857
LICENSES & PERMITS	53,615
PAYMENT IN LIEU OF TAXES	284,378
DISPARITY REDUCTION CREDIT	24,801
POLICE AID	138,561
LOCAL HOMELESS PREVENTION AID	17,775
COUNTY PROGRAM AID	1,107,934
E-911	148,260
MARKET VALUE CREDIT	224,068
CASINO CREDIT	74,910
IGR - REIM FOR SERVICES - GEN GVT	25,400
IGR - REIM FOR SERVICES - PUB SFTY	95,017
IGR - REIM FOR SERVICES - CONSERVTN	400,000
MN DEPT OF PUBLIC SAFETY	3,400
MN BOARD OF WATER AND SOIL RES	105,137
MN DEPT OF NATURAL RESOURCES	86,671
MN DEPT OF VETERANS AFFAIRS	7,500
MN DEPT OF PEACE OFFICERS BOARD	12,000
DEPARTMENT OF JUSTICE	70,000
DEPARTMENT OF HOMELAND SECURITY	575
EMERGENCY MANAGEMENT PERFORMANCE	10,000
CHARGES FOR SERVICES	852,140
EARNINGS ON INVESTMENTS	607,817
MISCELLANEOUS REVENUE	118,835
RENTAL INCOME	194,620
INSURANCE DIVIDENDS	8,800
TOTAL REVENUE	\$ 15,121,199.
EXPENDITURE	
GENERAL GOVERNMENT	
COMMISSIONERS	\$ 289,849
LAW LIBRARY	9,000
COUNTY ADMINISTRATION	610,668
AUDITOR-TREASURER	523,679
ASSESSOR	642,760

*** Redwood County ***



BUDGETARY APPROVAL REPORT
1 - GENERAL

	<u>BUDGETED AMOUNTS</u>
LICENSE CENTER	276,480
ADMINISTRATOR	470,349
ELECTIONS	98,100
COMPUTER	710,231
ATTORNEY	1,137,608
CRIME VICTIM	92,093
RECORDER	387,676
COURTHOUSE MAINTENANCE	622,656
BUILDINGS AND PLANT	825,000
VETERAN SERVICE OFFICER	236,344
Total GENERAL GOVERNMENT	\$ 6,932,493
PUBLIC SAFETY	
SHERIFF	\$ 5,619,276
E-911 SYSTEM	130,000
CORONER	30,000
OTHER PUBLIC SAFETY	35,000
PROBATION AND PAROLE	297,850
RESTORATIVE JUSTICE	114,229
SENTENCE TO SERVE	131,731
EMERGENCY MANAGEMENT	120,434
Total PUBLIC SAFETY	\$ 6,478,520
CULTURE & RECREATION	
MUSEUM	\$ 5,300
OTHER CULTURE & RECREATION	72,600
PARKS	206,882
MINNESOTA TRAILS	86,671
Total CULTURE & RECREATION	\$ 371,453
CONSERVATION	
AGRICULTURAL INSPECTION	\$ 508,446
EXTENSION	167,221
OTHER CONSERVATION	44,914
SOIL AND WATER CONSERVATION DISTRICT	663,168
WATER QUALITY LOAN PROGRAM	100,000
Total CONSERVATION	\$ 1,483,749
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	\$ 8,801
Total DEBT SERVICE - PRINCIPAL	\$ 8,801
DEBT SERVICE - INTEREST	
WATER QUALITY LOAN PROGRAM	\$ 328
Total DEBT SERVICE - INTEREST	\$ 328
TOTAL EXPENDITURE	\$ 15,619,898
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (498,699)
OTHER SOURCES(USES)	
OPERATING TRANSFERS OUT	\$ (1,046,869)
TOTAL OTHER SOURCES(USES)	\$ (1,046,869)
PLANNED CHANGES TO FUND BALANCE	\$ (1,545,568)

*** Redwood County ***

BUDGETARY APPROVAL REPORT
3 - ROAD AND BRIDGE

	<u>BUDGETED AMOUNTS</u>
REVENUE	
PROPERTY TAXES	\$ 2,755,518
OTHER TAXES	1,534,000
LICENSES & PERMITS	27,400
MAINTENANCE REGULAR	2,592,544
CONSTRUCTION REGULAR	4,113,093
MAINTENANCE MUNICIPAL	372,735
CONSTRUCTION MUNICIPAL	1,729,219
TOWN BRIDGE	1,298,687
SPECIAL TOWN BRIDGE	2,144,585
DISPARITY REDUCTION CREDIT	6,602
MARKET VALUE CREDIT	59,652
TOWN ROAD	850,340
IGR - REIM FOR SERVICES - HIGHWAY	154,145
MN DEPT OF TRANSPORTATION	4,188,082
MN IT SERVICES GEOSPATIAL INFO OFF	100,000
HIGHWAY PLANNING AND CONSTRUCTION	2,825,250
CHARGES FOR SERVICES	12,089
MISCELLANEOUS REVENUE	158,367
RENTAL INCOME	50
TOTAL REVENUE	\$ 24,922,358
EXPENDITURE	
HIGHWAY ADMINISTRATION	
ROAD & BRIDGE ADMINISTRATION	\$ 756,927
Total HIGHWAY ADMINISTRATION	\$ 756,927
HIGHWAY MAINTENANCE	
HIGHWAY MAINTENANCE	\$ 4,521,083
Total HIGHWAY MAINTENANCE	\$ 4,521,083
HIGHWAY CONSTRUCTION	
HIGHWAY CONSTRUCTION & ENGINEERING	\$ 20,091,109
Total HIGHWAY CONSTRUCTION	\$ 20,091,109
HIGHWAY EQUIPMENT AND MAINT SHOPS	
EQUIPMENT MAINTENANCE & SHOP	\$ 1,122,411
Total HIGHWAY EQUIPMENT AND MAINT SHOPS	\$ 1,122,411
INTERGOVERNMENTAL - TOWN ROAD DIST	
HIGHWAY MAINTENANCE	\$ 859,340

*** Redwood County ***

BUDGETARY APPROVAL REPORT
3 - ROAD AND BRIDGE



	BUDGETED AMOUNTS
Total INTERGOVERNMENTAL - TOWN ROAD DIST	\$ 859,340
DEBT SERVICE - PRINCIPAL	
HIGHWAY CONSTRUCTION & ENGINEERING	\$ 340,000
Total DEBT SERVICE - PRINCIPAL	\$ 340,000
DEBT SERVICE - INTEREST	
HIGHWAY CONSTRUCTION & ENGINEERING	\$ 179,900
Total DEBT SERVICE - INTEREST	\$ 179,900
TOTAL EXPENDITURE	\$ 27,870,770
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (2,948,412)
OTHER SOURCES(USES)	
OPERATING TRANSFERS IN	\$ 1,046,869
TOTAL OTHER SOURCES(USES)	\$ 1,046,869
PLANNED CHANGES TO FUND BALANCE	\$ (1,901,543)

*** Redwood County ***

BUDGETARY APPROVAL REPORT
5 - HUMAN SERVICES



	<u>BUDGETED AMOUNTS</u>
REVENUE	
PROPERTY TAXES	\$ 3,548,236
DISPARITY REDUCTION CREDIT	8,501
OUT OF HOME PLACEMENT AID	76,330
NATIONAL OPIOID SETTLEMENT	50,000
MARKET VALUE CREDIT	76,809
TOTAL REVENUE	\$ 3,759,876
EXPENDITURE	
INTERGOVERNMENTAL - SWHHS - HS LEVY	
**** HUMAN SERVICES ****	\$ 3,683,546
Total INTERGOVERNMENTAL - SWHHS - HS LEVY	\$ 3,683,546
TOTAL EXPENDITURE	\$ 3,683,546
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ 76,330
PLANNED CHANGES TO FUND BALANCE	\$ 76,330

*** Redwood County ***

BUDGETARY APPROVAL REPORT
13 - EDA



	<u>BUDGETED AMOUNTS</u>
REVENUE	
PROPERTY TAXES	\$ 138,322
DISPARITY REDUCTION CREDIT	332
STATEWIDE AFFORDABLE HOUSING AID	47,805
MARKET VALUE CREDIT	2,999
TOTAL REVENUE	\$ 189,458
EXPENDITURE	
ECONOMIC DEVELOPMENT	
OTHER ECONOMIC DEVELOPMENT	\$ 410,150
Total ECONOMIC DEVELOPMENT	\$ 410,150
TOTAL EXPENDITURE	\$ 410,150
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (220,692)
PLANNED CHANGES TO FUND BALANCE	\$ (220,692)

*** Redwood County ***

BUDGETARY APPROVAL REPORT
15 - DITCH



	<u>BUDGETED AMOUNTS</u>
REVENUE	
SPECIAL ASSESSMENTS	\$ 1,475,070
IGR - REIM FOR SERVICES - CONSERVTN	25,000
TOTAL REVENUE	\$ 1,500,070
EXPENDITURE	
CONSERVATION	
DITCH MAINTENANCE	\$ 1,095,442
Total CONSERVATION	\$ 1,095,442
TOTAL EXPENDITURE	\$ 1,095,442
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ 404,628
PLANNED CHANGES TO FUND BALANCE	\$ 404,628

*** Redwood County ***

BUDGETARY APPROVAL REPORT
16 - DITCH BOND DEBT SERVICE

	<u>BUDGETED AMOUNTS</u>
REVENUE	
SPECIAL ASSESSMENTS	\$ 40,273
TOTAL REVENUE	\$ 40,273
EXPENDITURE	
DEBT SERVICE - PRINCIPAL	
DITCH BOND DEBT SERVICE	\$ 20,000
Total DEBT SERVICE - PRINCIPAL	\$ 20,000
DEBT SERVICE - INTEREST	
DITCH BOND DEBT SERVICE	\$ 16,250
Total DEBT SERVICE - INTEREST	\$ 16,250
DEBT SERVICE - ADMIN (FISCAL) CHGS	
DITCH BOND DEBT SERVICE	\$ 605
Total DEBT SERVICE - ADMIN (FISCAL) CHGS	\$ 605
TOTAL EXPENDITURE	\$ 36,855
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ 3,418
PLANNED CHANGES TO FUND BALANCE	\$ 3,418

*** Redwood County ***

BUDGETARY APPROVAL REPORT
22 - SOLID WASTE

	<u>BUDGETED AMOUNTS</u>
REVENUE	
SPECIAL ASSESSMENTS	\$ 599,200
LICENSES & PERMITS	2,000
IGR - REIM FOR SERVICES-SANITATION	147,773
MN DEPT OF POLLUTION CONTROL	72,440
MISCELLANEOUS REVENUE	300
TOTAL REVENUE	\$ 821,713
EXPENDITURE	
SOLID WASTE	
SOLID WASTE	\$ 5,345
Total SOLID WASTE	\$ 5,345
HAZARDOUS WASTE	
HAZARDOUS WASTE	\$ 2,000
Total HAZARDOUS WASTE	\$ 2,000
INTERGOVERNMENTAL - RRRSWA ASSESSMT	
RRRSWA JOINT POWERS	\$ 699,266
Total INTERGOVERNMENTAL - RRRSWA ASSESSMT	\$ 699,266
DEBT SERVICE - PRINCIPAL	
RRRSWA JOINT POWERS	\$ 130,000
Total DEBT SERVICE - PRINCIPAL	\$ 130,000
DEBT SERVICE - INTEREST	
RRRSWA JOINT POWERS	\$ 17,750
Total DEBT SERVICE - INTEREST	\$ 17,750
DEBT SERVICE - ADMIN (FISCAL) CHGS	
RRRSWA JOINT POWERS	\$ 23
Total DEBT SERVICE - ADMIN (FISCAL) CHGS	\$ 23
TOTAL EXPENDITURE	\$ 854,384
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (32,671)

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

**BUDGETARY APPROVAL REPORT
22 - SOLID WASTE**



	BUDGETED AMOUNTS
PLANNED CHANGES TO FUND BALANCE	<u>\$.....(32,671)</u>

*** Redwood County ***



BUDGETARY APPROVAL REPORT
31 - DEBT SERVICE

	<u>BUDGETED AMOUNTS</u>
REVENUE	
PROPERTY TAXES	\$ 1,928,023
DISPARITY REDUCTION CREDIT	4,622
MARKET VALUE CREDIT	41,764
IGR - REIM FOR SERVICES - GEN GVT	4,706
TOTAL REVENUE	\$ 1,979,115
EXPENDITURE	
DEBT SERVICE - PRINCIPAL	
DEBT SERVICE	\$ 1,190,000
Total DEBT SERVICE - PRINCIPAL	\$ 1,190,000
DEBT SERVICE - INTEREST	
DEBT SERVICE	\$ 698,044
Total DEBT SERVICE - INTEREST	\$ 698,044
DEBT SERVICE - ADMIN (FISCAL) CHGS	
DEBT SERVICE	\$ 1,810
Total DEBT SERVICE - ADMIN (FISCAL) CHGS	\$ 1,810
TOTAL EXPENDITURE	\$ 1,889,854
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ 89,261
PLANNED CHANGES TO FUND BALANCE	\$ 89,261