

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

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

TUESDAY April 7, 2026

COMMISSIONERS ROOM, GOVERNMENT CENTER  
REDWOOD FALLS, MINNESOTA

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

**8:30 a.m.**

- Call to Order; Pledge of Allegiance
- Open Forum
- Review and approve April 7<sup>th</sup> meeting agenda.
- Identification of Conflict of Interest
- Review and approve the Consent Agenda:
  - March 17<sup>th</sup> minutes
  - Bills

**8:30 a.m.**

- **EMPLOYEE RECOGNITION**  
BJ Labat-Deputy Sheriff Court Security- 20 years

**8:35 a.m.**

- **BAKER TILLY**
  - 1) Resolution Bond Award- Series 2026A

**8:45 a.m.**

- **ECONOMIC DEVELOPMENT**  
Grady Holtberg
  - 1) Resolution Redwood Property Holdings LLC Tax Abatement

**8:55 a.m.**

- **SHERIFF**  
Jason Jacobson
  - 1) Opioid Settlement Grant application to SWHHS
  - 2) March 2026 Jail Population

**9:00 a.m.**

- **ENVIRONMENTAL**  
Nick Brozek
  - 1) Land Lease- Tom Morley
  - 2) Land Lease- Dennis Hemish
  - 3) Purchase of Tractor for Plum Creek Park

**9:15 a.m.**

- **CHILDS PLACE**  
Sarah Reynolds
  - 1) Proclamation recognizing April 2026 as Child Abuse Prevention Month

**9:20 a.m.**

- **ROAD & BRIDGE**  
Jeff Bommersbach
  - 1) Bills
  - 2) Flowage Easements
  - 3) Authorize signatures for ROW/Easement acquisition

**9:30 a.m.**

- **BREAK**

**9:40 a.m.**

- **ADMINISTRATOR**
  - 1) Redwood County Connection Spring Newsletter
  - 2) TMB Sports Club Inc Liquor License Application
  - 3) Vesta Bar Tobacco License
  - 4) Tracy Country Club Gambling Permit Application
  - 5) Snowmobile Trails Certification

*Personnel Action Items:*

- 1) Health Care Savings Plan MOU for AFSCME
- 2) MOU with LELS Licensed Group #404- Floating Holiday
- 3) Recruitment Summary

**CLOSED SESSION – Negotiations - MN Stat. § 13D.05 subd. 3(b)**

Commissioners' Reports

**ADJOURN**

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

OPEN FORUM PROCEDURES

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

**OFFICIAL NOTICES/ UPCOMING MEETINGS**

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

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

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

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

REDWOOD COUNTY, MINNESOTA

March 17, 2026

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, Economic Development Coordinator Grady Holtberg, Environmental Director Nick Brozek, Redwood County Sheriff Jason Jacobson, County Engineer Nick Klisch, Southwest Health & Human Services team members Stacey Timm, Nancy Walker, Lisa DeBoer, Carol Biren, Evan Hacker, and Emilie Potter, Heather Koeffler.

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

On motion by Van Hee, second by Salfer, the Board voted unanimously to approve the March 17 agenda.

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

**CONSENT AGENDA**

- On motion by Groebner, second by Theis, the Board voted unanimously to approve the following
  - March 3<sup>rd</sup> Minutes
  - Payment of bills

General Fund	\$ 94,414.89
Ditch Fund	\$ 10,028.16
Solid Waste Fund	\$ 140,635.95
Soil & Water	\$ 2,116.98
Debt Service Fund	\$ 559,646.88
EDA	\$ 483.75
R & B Fund	\$ 434,377.50
Insurance	\$ 468.00

○ **Bills exceeding \$2,000:**

<u>Vendor Name</u>	<u>Amount</u>
BOULDER CREEK INC	23,345.21
COUNTIES PROVIDING TECHNOLOGY	4,993.00
GALLS LLC	6,174.29
MARTIN LAW FIRM PLLC	4,761.60
REDWOOD COUNTY HIGHWAY DEPT	5,049.86
REGROUP	7,500.00
SCHMIDT CONSTRUCTION INC	7,050.00
SOUTHWESTERN MN ASSN OF CONSER	2,000.00

THE MARKET AT REDWOOD LLC	11,616.44
U.S. BANK CHARLOTTE	1,134,346.88
UNITED COMMUNITY ACTION PARTNERS	6,348.77
WESTERN MENTAL HEALTH CENTER	7,671.98
66 Payments less than 2000	20,619.64
<b>Final Total:</b>	<b>1,241,477.67</b>

## ROAD & BRIDGE

- On motion Theis, second by Van Hee, the Board voted unanimously to approve asphalt supply and delivery for the 2026 seasonal requirements to Flint Hills in the amount of \$481,218. Other Bids Received:

Company	Bid Amount	Alternate Bid No. 1
H.G. Meigs	\$476,857.21	\$527,472.06
Jebro, Inc.	\$582,968.62	\$618,718.62
Flint Hills	445,468.00	481,218.00

- On motion by Theis, second by Groebner, the Board voted unanimously to approve the Crossing Replacement Agreements with Twin Cities & Western Railroad Company for CSAH in Belview, CSAH 9 west of Delhi, and CSAH 25 north of Redwood Falls and authorized Board Chair and County Administrator to sign the agreements.
- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve the 3-year mowing and ground maintenance Contract for Dekalb and Normandale with Smith Lawn Care Co. in the amount of \$29,850. No other quotes were received.
- On motion by Theis, second by Groebner, the Board voted unanimously to authorize Board Chair and Administrator to sign the mowing and ground maintenance Contract.
- On motion by Groebner, second by Salfer, the Board voted unanimously to approve the Construction and Maintenance Agreement with the City of Sanborn for reconstruction of CSAH 115 beginning summer of 2026.
- On motion by Theis, second by Groebner, the Board voted unanimously to approve the Permit and Road Use Agreement with Northern States Power company and authorized the County Administrator and Board Chair to sign the agreements.

## DITCH AUTHORITY

- Entered Ditch Authority at 9:00 a.m.
- On motion by Theis, second by Wakefield, the Board voted unanimously to approve the March 17, 2026, County Ditch 20 Agenda.
- On motion by Groebner, second by Wakefield, the Board voted unanimously to Set Public Hearing on Final Engineers Report for petition for improvements on County Ditch 20 to April 21, 2026, at 10:00 a.m.
- Reconvened regular meeting at 9:03

## AUDITOR-TREASURER

- On motion by Theis, second by Van Hee, the Board voted unanimously to approve the following consent agenda: Cash Balance Report; Investment Summary; Budget Reports, and February 2026 Disbursements in the amount of \$2,057,997.93.

- Bills exceeding \$2,000:

<u>Vendor Name</u>	<u>Amount</u>
BLUE CROSS BLUE SHIELD OF MINNESO	8,670.15
BLUE CROSS BLUE SHIELD OF MINNESO	81,229.89
BLUE CROSS BLUE SHIELD OF MINNESO	2,010.00
BLUE CROSS BLUE SHIELD OF MINNESO	49,341.89
BLUE CROSS BLUE SHIELD OF MINNESO	115,986.20
GREAT PLAINS NATURAL GAS CO	2,999.91
GREAT PLAINS NATURAL GAS CO	8,140.73
GREAT PLAINS NATURAL GAS CO	2,870.15
MINNESOTA DEPARTMENT of REVENUE	53,686.22
REDWOOD FALLS PUBLIC UTILITIES	6,506.06
STATE OF MINNESOTA	34,996.28
STATE OF MINNESOTA	21,097.84
STATE OF MINNESOTA	2,884.00
STATE OF MINNESOTA	37,059.27
STATE OF MINNESOTA	66,249.32
STATE OF MINNESOTA	13,265.05
STATE OF MINNESOTA	50,573.86
STATE OF MINNESOTA	24,818.26
STATE OF MINNESOTA	2,559.50
STATE OF MINNESOTA	43,359.77
STATE OF MINNESOTA	38,593.08
STATE OF MINNESOTA	99,339.34
STATE OF MINNESOTA	49,392.13
STATE OF MINNESOTA	78,475.15
STATE OF MINNESOTA	2,411.00
STATE OF MINNESOTA	40,232.87
STATE OF MINNESOTA	28,246.35
STATE OF MINNESOTA	36,728.85
STATE OF MINNESOTA	32,100.25
STATE OF MINNESOTA	41,466.78
STATE OF MINNESOTA	66,418.91
STATE OF MINNESOTA	37,884.20
WEX LEAP	10,887.89
WEX LEAP	10,887.89
20 Payments less than 2000	8,551.31
<b>Final Total:</b>	<b>1,209,920.35</b>

<u>Vendor Name</u>	<u>Amount</u>
MEADOWLAND FARMERS COOP	2,308.80
7 Payments less than 2000	1,054.35
<b>Final Total:</b>	<b>3,363.15</b>

<u>Vendor Name</u>	<u>Amount</u>
METLIFE	5,008.13
MN COMMISSION OF FINANCE	4,848.00
19 Payments less than 2000	5,011.58
<b>Final Total:</b>	<b>14,867.71</b>

<u>Vendor Name</u>	<u>Amount</u>
TOWNSHIP OF BROOKVILLE	32,511.11
TOWNSHIP OF CHARLESTOWN	27,161.44
TOWNSHIP OF DELHI	35,760.51

TOWNSHIP OF GALES	27,583.96
TOWNSHIP OF GRANITE ROCK	33,603.13
TOWNSHIP OF JOHNSONVILLE	27,706.60
TOWNSHIP OF KINTIRE	28,811.59
TOWNSHIP OF LAMBERTON	26,450.17
TOWNSHIP OF MORGAN	35,110.45
TOWNSHIP OF NEW AVON	31,857.82
TOWNSHIP OF NORTH HERO	28,743.97
TOWNSHIP OF PAXTON	73,435.54
TOWNSHIP OF REDWOOD FALLS	25,848.79
TOWNSHIP OF SHERIDAN	28,760.92
TOWNSHIP OF SHERMAN	35,874.34
TOWNSHIP OF SPRINGDALE	31,077.80
TOWNSHIP OF SUNDOWN	28,944.83
TOWNSHIP OF SWEDES FOREST	15,354.73
TOWNSHIP OF THREE LAKES	31,460.34
TOWNSHIP OF UNDERWOOD	30,210.28
TOWNSHIP OF VAIL	31,681.65
TOWNSHIP OF VESTA	31,258.89
TOWNSHIP OF WATERBURY	27,941.29
TOWNSHIP OF WESTLINE	27,490.66
TOWNSHIP OF WILLOW LAKE	32,561.19
<b>Final Total:</b>	<b>787,202.00</b>

<u>Vendor Name</u>	<u>Amount</u>
FARMWARD COOPERATIVE	5,041.40
4 Payments less than 2000	1,231.82
<b>Final Total:</b>	<b>6,273.22</b>

<u>Vendor Name</u>	<u>Amount</u>
6 Payments less than 2000	622.37
<b>Final Total:</b>	<b>622.37</b>

<u>Vendor Name</u>	<u>Amount</u>
METLIFE	7,975.72
6 Payments less than 2000	840.48
<b>Final Total:</b>	<b>8,816.20</b>

<u>Vendor Name</u>	<u>Amount</u>
MEADOWLAND FARMERS COOP	17,025.00
4 Payments less than 2000	1,433.10
<b>Final Total:</b>	<b>18,458.10</b>

<u>Vendor Name</u>	<u>Amount</u>
7 Payments less than 2000	4,261.31
<b>Final Total:</b>	<b>4,261.31</b>

<u>Vendor Name</u>	<u>Amount</u>
GREAT PLAINS NATURAL GAS CO	2,599.97
2 Payments less than 2000	1,586.55
<b>Final Total:</b>	<b>4,186.52</b>

- On motion by Theis, second by Wakefield, the Board voted unanimously to acknowledge the Confession of Judgment Acknowledgment for parcel #80-760-0460.
- On motion by Theis, second by Groebner, the Board voted unanimously to authorize the Auditor-Treasurer to recover costs incurred with potential tax forfeited properties.

### **SHERIFF**

- The Board reviewed the February 2026 jail population.

### **SOUTHWEST HEALTH & HUMAN SERVICES**

- Stacey Timm, Nancy Walker, Lisa DeBoer, Carol Biren, Evan Hacker, and Emily Potter presented their Annual Report to the Board.

### **ECONOMIC DEVELOPMENT**

- On motion by Groebner, second by Van Hee, the Board voted unanimously to adopt the amended Economic Development Bylaws, with updated language regarding board member term limits.
- Holtberg updated the Board on current EDA projects including Broadband, Housing Trust Fund, and Childcare.

### **STATEWIDE SHOTGUN REPEAL**

- On motion by Theis, second by Wakefield, in a 4-1 vote with Groebner voting nay, the Board voted to take no action and allow rifles in Redwood County.

### **ADMINISTRATION**

- On motion by Salfer, second by Van Hee, the Board voted unanimously to approve the 2026 Legal Fee Agreement with Resolute Law LLC.

### ***Personnel***

- On motion by Groebner, second by Van Hee, the Board voted unanimously to approve the Nyhart Agreement renewal for actuarial valuation report for GASB 75 through December 31, 2028.
- On motion by Theis, second by Van Hee, the Board voted unanimously to acknowledge the hiring of Jennifer Brozek as Correctional Officer for the Sheriffs Department on the LELS Non-Licensed salary schedule Grade CO/Step 2 at \$28.62 due to experience effective March 16, 2026 and hiring Justine Weckwerth-Pineda as Crime Victim Services Coordinator on the AFSCME salary schedule Grade 10/Step 3 at \$25.43 due to experience effective April 6, 2026.

### **COMMISSIONERS**

- Chair Wakefield appointed Lori Hagert to the District 4 Extension Committee.

Salfer: EDA, Township Meetings

Wakefield: Area II/Redwood-Cottonwood Rivers Control Area, EDA, Redwood One Watershed One Plan, Township Meetings, Lucan Lions Club, Explore Southwest Minnesota

Groebner: Redwood Renville Regional Solid Waste Authority

Theis: Redwood Renville Regional Solid Waste Authority, AMC Legislative Conference, Township Meetings

Van Hee: PrimeWest, AMC Legislative Conference, Extension, Fair Board, District 7 & 8

**ADJOURN**

- There being no further business, Chair Wakefield declared the meeting adjourned at 11:08 a.m.

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Rick Wakefield, Chair  
Board of County Commissioners

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

Extract of Minutes of Meeting  
of the Board of Commissioners of  
Redwood County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners of Redwood County, Minnesota was duly held at the Courthouse in the City of Redwood Falls, Minnesota, on Tuesday, April 7, 2026, commencing at 9:00 A.M.

The following commissioners were present:

and the following were absent:

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The Chair announced that the next order of business was consideration of the proposals which had been received for the purchase of the County's General Obligation Ditch Bonds, Series 2026A, to be issued in the original aggregate principal amount of \$\_\_\_\_\_.

The County's Auditor/Treasurer presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposal, Commissioner \_\_\_\_\_ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION DITCH BONDS, SERIES 2026A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$\_\_\_\_\_; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the Board of Commissioners (the “Board”) of Redwood County, Minnesota (the “County”) as follows:

Section 1.     Sale of Bonds.

1.01.   Authorization.

(a) Pursuant to a resolution adopted by the Board on March 3, 2026 (the “Initial Resolution”), the Board provided preliminary approval to the issuance of the County’s General Obligation Ditch Bonds, Series 2026A (the “Bonds”). Proceeds of the Bonds will be used to finance the costs in connection with the construction, improvement or repair of a drainage system, pursuant to Minnesota Statutes, Chapters 103E and 475, as amended (collectively the “Act”) in order to finance the County’s costs in connection with the construction of improvements to Joint Ditch 5 (the “Drainage Ditch Improvements”).

(b) The County and Brown County, Minnesota (“Brown County”) entered into a Joint Powers Agreement (the “Joint Powers Agreement”) pursuant to which Brown County has authorized the County to issue the Bonds to finance the Drainage Ditch Improvements which are located within the County and Brown County. Pursuant to the resolution adopted by Brown County on February 24, 2026, Brown County (the “Brown County Resolution”) authorized the County to sell and award the sale of the Bonds. The Joint Powers Agreement and the Brown County Resolution pledge of repayment of the Bonds from Brown County for its share of the improvement and includes Brown County’s agreement to levy assessments against the property benefitted by the Drainage Ditch Improvements.

(c) The Board finds it necessary and expedient to the sound financial management of the affairs of the County to issue the Bonds, in the original aggregate principal amount of \$\_\_\_\_\_, pursuant to the Act, to provide financing for the Drainage Ditch Improvements.

1.02.   Award to the Purchaser and Interest Rates. The proposal of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, [as syndicate manager] (the “Purchaser”), to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (par amount of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_, less underwriter’s discount of \$\_\_\_\_\_), plus accrued interest, if any, to date of delivery, for Bonds bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2027	%	2037	%
2028		2038	
2029		2039	
2030		2040	

2031	2041
2032	2042
2033	2043
2034	2044
2035	2045
2036	2046

True interest cost: \_\_\_\_\_%

1.03. Purchase Contract. The amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created or deposited in the accounts in the Construction Fund hereinafter created, as determined by the County Administrator of the County in consultation with the County’s municipal advisor. The County Administrator is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds. The Chair and County Administrator are directed to execute a contract with the Purchaser on behalf of the County.

1.04. Terms and Principal Amounts of the Bonds. The County will forthwith issue and sell the Bonds to the Purchaser pursuant to the Act in the original aggregate principal amount of \$\_\_\_\_\_. The Bonds will be originally dated the date of delivery (expected to be May 7, 2026), in fully registered form, issued in the denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth and maturing on February 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2027	\$	2037	\$
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	
2033		2043	
2034		2044	
2035		2045	
2036		2046	

1.05. Optional Redemption. The County may elect on February 1, 2036, and on any day thereafter to prepay Bonds due on or after February 1, 2037. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20\_\_ and February 1, 20\_\_ and shall hereinafter be referred to collectively as the “Term Bonds.” The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the County shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest

on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 20</u>	<u>Term Bond</u>	<u>Principal Amount</u>
20__		\$
20__*		

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\* *Maturity*

<u>February 1, 20</u>	<u>Term Bond</u>	<u>Principal Amount</u>
20__		\$
20__*		

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\* *Maturity]*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of a Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2026, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The County will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the County and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the last day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Registrar must be named as obligees. The Bond so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) in accordance with the requirements of DTC (as of the date of this resolution, not more than sixty (60) and not less than thirty (30) days prior to the date fixed for redemption) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The Board appoints U.S. Bank Trust Company, National Association St. Paul, Minnesota, as the initial Registrar. The Chair and the County Administrator are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the County Administrator or a designee must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the County Administrator and executed on behalf of the County by the signatures of the Chair and the County Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the County Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.

3.02. Approving Legal Opinion. The County Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kutak Rock LLP, Minneapolis, Minnesota, and to cause the opinion to accompany the Bonds.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Ditch Bonds, Series 2026A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the County Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. Proceeds of assessments (the "Assessments") levied for the Drainage Ditch Improvements described in Section 1.01 by Brown County and the County financed by the Bonds are hereby pledged to the Debt Service Fund. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the County Administrator will pay such principal or interest from the general fund of the County, and the general fund will be reimbursed for such advances out of the proceeds of the Assessments levied by this resolution, when collected. There is hereby appropriated to the Debt Service Fund (i) capitalized interest financed from the proceeds of the Bonds, if any; (ii) amounts designated for

deposit in the Debt Service Fund in accordance with Section 1.03; (ii) all investment earnings on amounts in the Drainage Ditch Account of the Debt Service Fund; and (iii) any other funds appropriated for the payment of principal or interest on the Bonds.

4.02. Construction Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated for the Drainage Ditch Improvements, will be deposited in a separate construction fund (the “Construction Fund”) to be used solely to defray expenses of the Drainage Ditch Improvements and the costs of issuing the Bonds. When the Drainage Ditch Improvements are completed and the cost thereof paid, the Construction Fund is to be closed and any funds remaining for the Drainage Ditch Improvements may be deposited in the Debt Service Fund.

4.03. County Covenants with the Holders. It is hereby determined that the Drainage Ditch Improvements to be financed by the Bonds will directly and indirectly benefit the abutting property, and the County hereby covenants with the holders from time to time of the Bonds as follows:

(a) Levy of Assessments. The County will cause the Assessments for Drainage Ditch Improvements to be promptly levied so that the first installment will be collectible not later than 2027. The County will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized in accordance herewith and the Joint Powers Agreement. The Board will cause all further actions and proceedings relative to the making and financing of the Drainage Ditch Improvements financed hereby to be taken with due diligence that are required for the construction of each Drainage Ditch Improvement financed wholly or partly from the proceeds of the Bonds, and for the final and valid levy of Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) Payment of Deficiencies, if Any. In the event of any current or anticipated deficiency in the Assessments to pay debt service on the Bonds, the Board will levy ad valorem taxes in the amount of said current or anticipated deficiency.

(c) Books and Records. The County will keep complete and accurate books and records showing all receipts and disbursements in connection with the Drainage Ditch Improvements, the Assessments levied therefor and other funds appropriated for their payment, and all collections thereof and disbursements therefrom, moneys on hand and balance of unpaid Assessments.

(d) Annual Audit. The County will cause its books and records to be audited at least annually by qualified public accountants and will furnish copies of such audit reports to any interested person upon request.

(e) Collection of Assessments. In strict accordance, constituting the Drainage Ditch Improvements with Minnesota Statutes, Chapter 103E, the County and Brown County have heretofore caused the drainage project to be properly established, and the property within the County and Brown County is subject to assessment for benefits in an amount not less than the amount of the Bonds, and all proceedings and construction relative to the drainage systems financed by the Bonds have been or will be made according to law and the County and Brown County will impose and collect charges of the nature authorized by Minnesota Statutes, Section 103E. The collection of assessments and the share of Brown County and the County are further described in the Joint Powers Agreement.

4.04. No Tax Levy Required. It is hereby determined that the estimated collections of Assessments for the payment of the Bonds will produce at least five percent (5%) in excess of the amount

needed to meet, when due, the principal and interest payments on the Bonds and no tax levy is needed at this time.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the County will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the County which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.06. Certificate of County Auditor/Treasurer as to Registration. The County Auditor/Treasurer is authorized and directed to file a certified copy of this resolution with its office and to provide the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. County Proceedings and Records. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the County as to the facts stated therein.

5.02. Certification as to Official Statement. The Chair, County Auditor/Treasurer and/or the Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Chair, County Administrator and/or County Auditor/Treasurer are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the County or incumbency of its officers, at the closing the Chair, the Administrator, and/or the County Auditor/Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the County Auditor/Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Chair, the County Administrator, and/or the County Auditor/Treasurer to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the County thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The County covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any

action which would cause interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. The County will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. No Rebate. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the County hereby finds, determines, and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the County (and all subordinate entities of the County) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Not Private Activity Bonds. The County further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the County makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the County hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the County (and all subordinate entities of the County) during calendar year 2026 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the County during calendar year 2026 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The County will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

#### Section 7. Book-Entry System; Limited Obligation of County.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of the Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this Section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of the Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of the Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The County, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the County’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of the Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the County Auditor/Treasurer of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the County Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The County has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the County with respect to the Bonds will agree to take all action necessary for all representations of the County in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the County, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the County will notify DTC, whereupon DTC will notify the Participants of the availability through DTC of Bond certificates. In such event the County will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the County will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively, in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the County Administrator and the County Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. Compliance with Provisions of Continuing Disclosure Certificate. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the County to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to holders of the Bonds will cease, except that the pledge of the full faith and credit of the County for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The County may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
County Administrator

**EXHIBIT A**

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF REDWOOD

GENERAL OBLIGATION DITCH BOND  
SERIES 2026A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	May 7, 2026	

Registered Owner: Cede & Co.

Redwood County, Minnesota, a duly organized and existing body politic and corporate and political subdivision of the State of Minnesota (the "County"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve (12) thirty (30) day months), payable February 1 and August 1 in each year, commencing August 1, 2026, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on February 1, 2036, and on any day thereafter to prepay Bonds due on or after February 1, 2037. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$\_\_\_\_\_ all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the Board of Commissioners of the County (the "Board") on April 7, 2026 (the "Resolution"), for the purpose of providing money to finance for the construction of assessable improvements to various public drainage ditches within the County, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 103E and 475, as amended. The principal hereof and interest hereon are payable primarily from assessments

levied against properties specially benefited by the improvements, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy ad valorem taxes on all taxable property in the County in the event of any deficiency in assessments, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof of single maturities.

This Bond is issued in strict accordance with Minnesota Statutes, Chapter 103E, including without limitation that the drainage projects have been properly established and that the property within the county is subject to assessment for benefits in an amount not less than the amount of the bonds, and that all proceedings and construction relative to the drainage systems financed have been made or will be according to law.

The Board has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s agent duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s agent. Upon such transfer the County will cause a new Bond to be issued in the name of the transferee or registered owner, of the same principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Redwood County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Chair and the County Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: May 7, 2026

**REDWOOD COUNTY, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Chair

\_\_\_\_\_  
(Facsimile)  
County Administrator

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**NORTHLAND TRUST SERVICES INC.**

By \_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT  
\_\_\_\_\_  
Custodian \_\_\_\_\_  
(Cust) (Minor)  
under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

TEN ENT -- as tenants by entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

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

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

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NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

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**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
<u>May 7, 2026</u>	Cede & Co. Federal ID #13-2555119	_____

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF REDWOOD    )

I, the undersigned, being the duly qualified and acting County Administrator of Redwood County, Minnesota (the “County”), certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Commissioners of the County held on April 7, 2026, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the County’s General Obligation Ditch Bonds, Series 2026A, in the original aggregate principal amount of \$\_\_\_\_\_.

WITNESS My hand officially as such County Administrator and the corporate seal of the County this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
County Administrator  
Redwood County, Minnesota

(SEAL)

STATE OF MINNESOTA  
COUNTY OF REDWOOD

CERTIFICATE OF COUNTY  
AUDITOR/TREASURER AS  
REGISTRATION WHERE NO TAX  
AD VALOREM TAX LEVY

I, the undersigned County Auditor/Treasurer of Redwood County, Minnesota, certify that a resolution adopted by the Board of Commissioners of Redwood County, Minnesota (the "County"), on April 7, 2026, relating to the County's General Obligation Ditch Bonds, Series 2026A, in the amount of \$\_\_\_\_\_, dated May 7, 2026, has been filed in my office and said obligations have been registered on the register of obligations in my office.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

**COUNTY AUDITOR/TREASURER,  
REDWOOD COUNTY, MINNESOTA**

By \_\_\_\_\_

Its \_\_\_\_\_

(SEAL)



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4/7/26	<b>Originating Dept.:</b> EDA
<b>Preferred 2<sup>nd</sup> Date:</b>	
<b>Discussion Item:</b>	<b>Presenter:</b> Grady Holtberg
Adopt Redwood Property Holdings LLC Tax Abatement Resolution	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only

**If Action, Board Motion Requested:**

Adoption of a resolution to the existing tax abatement agreement with Redwood Property Holdings, without amendments.

**Background Information:**

Redwood Property Holdings has made a request to the City of Redwood Falls and to the County to subdivide parcel 88-106-2175 and combine parcels 88-766-1240 and 88-766-3060 abated by the agreement, without making any changes to the abatement agreement. These parcel changes will permit financing for the development of 18 new memory care housing units on the property.

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

### CONSTRUCTION OF ADDITIONAL UNITS UNDER REDWOOD PROPERTY HOLDINGS EXISTING TAX ABATEMENT AGREEMENT

A. WHEREAS, Redwood County, Minnesota (the "County") and Redwood Property Holdings, LLC, a Minnesota limited liability company (the "Developer") entered into an Amended Tax Abatement Agreement, dated as of September 20, 2022 (the "Tax Abatement Agreement") in connection with the construction of a 57-unit market rate multi-family housing project by the Developer located in the City of Redwood Falls (the "Project"); and

B. WHEREAS, the Developer has completed construction of 46 units of rental housing; and

C. WHEREAS, the Developer proposes to construct an additional 18 units of memory care housing on the property, without amendment to the existing abatement agreement

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Redwood County, Minnesota, as follows:

1. The Board of County Commissioners hereby approves this proposal without amendment to the existing abatement and acknowledges:

2. The affected tax parcels include: PID Numbers 88-106-2175, 88-766-1240, 88-766-3060, and 88-323-3000.

3. As a result of the addition to the project and the further subdivision of the property to permit its financing, certain of the PID numbers are expected to change. The boundaries of the aggregate project area will not change, and the abatement will continue with respect to the property when new or additional numbers are assigned.

The motion for adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

*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*  
**COREY THEIS**  
121 W. 4th St.  
Redwood Falls, MN 56283  
(507) 430-4150  
Corey\_T@co.redwood.mn.us

**Redwood County Board of Commissioners**

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



Adopted this 7<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Board Chair

Attest: \_\_\_\_\_  
County Administrator

STATE OF MINNESOTA

COUNTY OF REDWOOD

I, the undersigned, being the duly qualified and acting County Administrator of Redwood County, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the Board of County Commissioners held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Authorizing the Execution of a First Amendment to Tax Abatement Agreement.

WITNESS my hand as such County Administrator of the Board of County Commissioners of Redwood County, Minnesota, this 7<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
County Administrator

## MEMORANDUM

**TO:** Keith Muetzel, City Administrator  
City of Redwood Falls, Minnesota

**CC:** Shannon Sweeney, Municipal Advisor  
David Down Associates, Inc.

**FROM:** Mary Ippel, Partner  
Rhonda Skoby, Partner

**DATE:** March 16, 2026

**RE:** **Construction of Additional Units under City's Redwood Property Holdings Tax Abatement Agreement**

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The City of Redwood Falls has previously entered into a Tax Abatement Agreement with Redwood Property Holdings, LLC (the "Developer"), dated as of June 1, 2021, which it subsequently amended in 2022 (the "Tax Abatement Agreement"). Redwood County entered into a similar tax abatement agreement at substantially the same time. The tax abatement was granted to financially assist in the redevelopment of the former Redwood Area Hospital Facility, pursuant to Minn. Stat. 469.1813, as amended.

Under the Tax Abatement Agreement, the Developer agreed to construct a 57-unit market rate multi-family housing project on the property. The Developer constructed 46 units of rental housing, which it is our understanding that the City and the County previously agreed to, without amendment of their respective Tax Abatement Agreements and without reduction in the abatement amounts.

The Developer or an affiliate now intends to construct an additional 18 units of memory care housing on the property. It is our understanding that the City does not intend to modify the tax abatement amount or duration at this time.

This increase in units is an enhancement to the current project. Whether or not to amend the Tax Abatement Agreement is a choice within the City's discretion, and since the City did not require an amendment when the project size was reduced, the City would be maintaining a consistent approach if it elects not to require amendment in the event of this increase in units.

In addition, the affected tax parcels were originally identified by PID Numbers 88-106-2175, 88-766-1240, 88-766-3060, and 88-323-3000. As a result of the addition to the project and the further subdivision of the property to permit its financing, certain of the PID numbers are expected to change. The boundaries of the aggregate project area will not change and the abatement should continue with respect to the property when new or additional numbers are assigned.







**REQUEST FOR BOARD ACTION**

Requested Board Date: 04/07/26	Originating Dept.: Sheriff's Office
Preferred 2 <sup>nd</sup> Date:	
Discussion Item:	Presenter: Jason Jacobson
Approve Opioid Settlement Grant application to SWHHS	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 opioid settlement grant application from the Sheriff's office to SWHHS.

**Background Information:**

The fourth round of funds through the SWHHS Opioid Advisory Council are being released through the grant application process. The fourth round is \$400,000.

The Redwood County Sheriff's Office is seeking to apply for funds for TheSheriffApp, a custom application made specifically for the Redwood County Sheriff's Office. TheSheriffApp can include submitting a tip to our office, opioid treatment and resource maps, including Narcan locations, crime prevention and safety tips as well as inmate in-custody searches. The proposed total budget for the app would be \$30,436.00. These funds would cover the cost of the mobile app development, annual support and maintenance, jail integrations as well as broadcasting and digital marketing.

This grant does not require a financial match from the county.

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 COUNTY SHERIFF'S OFFICE

## JASON JACOBSON - SHERIFF

**Chief Deputy Sheriff**  
Katelyn Torgerson

**Phone:** 507-637-4036

**Fax:** 507-637-1348

**Email:** Sheriff@RedwoodCounty-MN.gov

**Jail Administrator**  
Naomi Baune

303 E Third Street  
PO Box 47

Redwood Falls, MN 56283-0047

To: Southwest Health and Human Services  
Attn: Jenna Stephenson and Kristin Deacon  
From: Sheriff Jason Jacobson and Chief Deputy Katelyn Torgerson  
Date: **03/26/2026**  
RE: SWHHS Opioid Settlement Funding

Jenna Stephenson, Kristin Deacon, and the Opioid Settlement Fund Sub-Committee,

The Redwood County Sheriff's Office is seeking to apply for funds for TheSheriffApp, a custom application made specifically for the Redwood County Sheriff's Office. TheSheriffApp can include submitting a tip to our office, resource maps, including Narcan locations, crime prevention and safety tips as well as inmate in-custody searches. The proposed total budget for the app would be \$30,436.00. These funds would cover the cost of the mobile app development, annual support and maintenance, jail integrations as well as broadcasting and digital marketing.

The Redwood County Sheriff's Office consists of 17 full-time and 3 part-time sworn personnel serving a population of approximately 16,059 people and covering 882 square miles. Our corrections staff includes 10 full-time and 2 part-time personnel and our dispatch center includes 7 full-time personnel who are working 24/7, year-round. Our office averages approximately 10,800 calls for service per year. The Sheriff and Chief Deputy will be the key collaborating partners along with our social media team, which consists of deputies, telecommunicators and corrections officers.

The proposed program guideline for the use of TheSheriffApp is to augment services to the citizens of Redwood County. The app can help aid the public in access to treatment resources, opioid crisis information, opioid crisis response coordination and much more. All strategies to be implemented will be based on policy.

The intended outcome for TheSheriffApp is to create a space where the citizens of Redwood County can search freely for resources anonymously. TheSheriffApp is also intended to bridge the gap between law enforcement and the public. On average, people check their phones 150 times each day. 94% of Americans between the ages of 18 and 49 years old own a smartphone but not everyone has social media. However, 90% of time spent on a smartphone is spent within an app.

Thank you for taking the time to review our proposal.

A handwritten signature in blue ink, appearing to read "Jason Jacobson".

Sheriff Jason Jacobson

A handwritten signature in blue ink, appearing to read "Katelyn Torgerson".

Chief Deputy Katelyn Torgerson

### Agency Qualifications/Organizational Capacity

The Redwood County Sheriff's Office currently uses the county website to post resources such as the jail inmate in-custody roster, winter weather road safety guides, firearm forms, and our policies. The Sheriff's Office also utilizes a Facebook page to post information such as community engagements, predatory offender notifications and extra enforcement on the road. Within our office, we have informational pamphlets for resources on our prescription take back bin as well as rehabilitation and domestic related assistance. While in person, we can advise the general public where to find locations for Naloxone (Narcan) as well as locations for disposal of used hypodermic needles. We also utilize CrimeStoppers and a county contact page to have people send tips to our office. With the use of TheSheriffApp, all these resources would be in one location. TheSheriffApp can provide the citizens of Redwood County with more transparency, better technology and the information would be at their fingertips.

The Redwood County Sheriff's Office has a multitude of experience with the implementation, management, evaluations and reporting of grants. Our office also utilizes the assistance from the Auditor/Treasurers office for grants. Regarding the implementation of TheSheriffApp, members of the company would communicate with the collaborating partners and determine our specific needs and how they can be met with the app. They will also help design the app to best present the Redwood County Sheriff's Office information. Once that is complete, a team of developers will work on bringing the app to life. The Redwood County Sheriff's Office was grateful to be able to receive grant funding from the Opioid Settlement Committee in 2023 which helped with purchasing a second K9 officer, Hos, for our office. We currently report back to your committee when asked to do so.

Staff included in this start up program will include Sheriff Jason Jacobson and Chief Deputy Katelyn Torgerson. Sheriff Jacobson has worked for the Redwood County Sheriff's Office since 2002, where he started his career as a Corrections Officer/Dispatcher; eventually making his way to the road as a Deputy Sheriff. Sheriff Jacobson has also held the title of Investigator as well as Chief Deputy prior to being elected as sheriff in 2023. Chief Deputy Katelyn Torgerson has worked for the Redwood County Sheriff's Office since 2017, where she started her career as a Deputy Sheriff. She also held the title of Patrol Sergeant and Investigator prior to being promoted as Chief Deputy in 2023.

## Project and Services

The Redwood County Sheriff's Office is hoping to **prevent** opioid (mis)use by acquiring TheSheriffApp. This application can serve as a valuable tool for our office to address the opioid crisis, engagement with the community and optimize the response to opioid-related issues. In addition, TheSheriffApp products can help individuals struggling with opioid addiction to get connected to vital resources. It can also serve as a platform for educating the public about the dangers of opioids, overdose prevention, and how to administer naloxone if needed. TheSheriffApp can help facilitate community policing efforts, helping officers build trust and cooperation with the residents of Redwood County in addressing localized opioid concerns. The app can also aid in informed decision making by serving as a centralized source of information for both internal users and within the community; providing up to date on opioid-related incidents, trends, and responses.

In regard to **harm reduction**, TheSheriffApp can maintain transparency by sharing information about the Redwood County Sheriff's Office efforts, initiatives and community engagement activities related to the opioid crisis. In addition, TheSheriffApp can send out alerts about opioid-related incidents, drug warnings, and community safety information to the citizens of Redwood County.

In the **criminal justice** category, TheSheriffApp can enable users to report suspicious activities related to opioid or other drug use. It can also allow for anonymous tip submissions regarding opioid-related crimes, activities or concerns.

TheSheriffApp can direct users to local resources, which can include information about addiction **treatment** centers, support groups, and mental health resources. In addition, the app can allow our office to engage with the community effectively, providing information on opioid prevention, treatment options, and other resources.

The Redwood County Sheriff's Office is requesting funds for a three-year subscription. We plan to sustain the app through annual budgeting or additional grant application funding after the three years.

### Outcomes and Evaluations

The Redwood County Sheriff's Office predicts that the outcome of TheSheriffApp will be beneficial to the residents of Redwood County in a multitude of different areas. Most people have between 60 to 90 apps on their smartphone and on average those people use their phones for 3.5 hours each day. Along with sharing resources on the app, TheSheriffApp has multiple features including submitting a tip, viewing the in-custody inmates, press releases and much more.

TheSheriffApp will be monitored by the Sheriff, Chief Deputy and social media team on a weekly basis. An evaluation on TheSheriffApp will be completed every year to see how improvements can be done to make the app more resourceful and user friendly.

### Reporting

The Redwood County Sheriff's Office will adhere to all compliance and reporting timelines as required by the Southwest Opioid Settlement Funding Sub-Committee.

**OCV** LLC



# REDWOOD COUNTY SHERIFF'S OFFICE, MN

Mobile App (External)

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Prepared for

**Redwood County Sheriff's Office, MN**

303 East 3rd Street  
Redwood Falls, Minnesota 56283  
United States

Jason Jacobson  
[jason\\_j@redwoodcounty-mn.gov](mailto:jason_j@redwoodcounty-mn.gov)

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**OCV LLC**

PO Box 2010

Opelika, AL 36803  
US

# 1 YOUR INVESTMENT

#20260318-121335660

**Issued**

March 18, 2026

**Expires**

June 16, 2026

The pricing of this agreement shall continue for a period of 3 years (Renewable annually thereafter)

Products & Services	Billing Frequency	Quantity	Unit price	Price
Mobile App Development (IOS/Android) - Tier 3		1	\$14,410.00	\$10,087.00 after 30% discount for 1 year
Mobile App Annual Support & Maintenance - Tier 2	Annually	1	\$5,454.00 /year	\$5,454.00 /year for 3 years
Inmate Search Integration - Tier 2	Annually	1	\$1,025.00 /year	\$1,025.00 /year for 3 years
VINE Integration	Annually	1	\$304.00 /year	\$304.00/ year for 3 years

Products & Services	Billing Frequency	Quantity	Unit price	Price
NWS Rebroadcast	Annually	1	\$995.00 /year	\$0.00/ year after 100% discount for 3 years
Digital Marketing Kit Digital Downloads Only		1	\$995.00	\$0.00 after 100% discount for 1 year
Annual subtotal				\$6,783.00
				after \$995.00 discount
One-time subtotal				\$10,087.00
				after \$5,318.00 discount
<b>Year One Total</b>				<b>\$16,870.00</b>
<b>Multi Year Upfront Payment (TCV)</b>				<b>\$30,436.00</b>

**2**  
**LET'S WORK TOGETHER**



# Redwood County Sheriff's Office

Sheriff Jason Jacobson

Notification History



Contact Us

Submit A Tip



Sheriff's  
Welcome



Data Request



News/Press  
Releases



Jail  
Information



Inmate  
Search



Firearm  
Licensing



Opioid &  
Addiction



Join Our  
Team



More



Home



Social



Notifications

REDWOOD COUNTY JAIL POPULATION March 2026

DATE	SENTENCED		UN-SENTENCED		TOTAL		SENTENCED		UN-SENTENCED		TOTAL	TOTAL	GRAND	ADP
	IN COUNTY		IN COUNTY				OUT COUNTY		OUT COUNTY					
	MALE	FEMALE	MALE	FEMALE			MALE	FEMALE	MALE	FEMALE				
1	2	2	11	1	16		2	2	6	2	12	28	28	28.0
2	2	2	13	1	18		2	2	6	2	12	30	58	29.0
3	4	3	10	0	17		2	1	7	3	13	30	88	29.3
4	5	3	9	0	17		2	1	6	3	12	29	117	29.3
5	3	3	10	0	16		0	1	6	4	11	27	144	28.8
6	4	3	12	0	19		0	1	6	2	9	28	172	28.7
7	4	3	9	0	16		0	1	8	3	12	28	200	28.6
8	4	3	10	0	17		0	1	8	3	12	29	229	28.6
9	4	3	11	0	18		0	1	8	3	12	30	259	28.8
10	5	3	10	0	18		0	1	10	3	14	32	291	29.1
11	3	3	11	0	17		2	2	9	2	15	32	323	29.4
12	3	3	13	0	19		2	2	9	2	15	34	357	29.8
13	3	3	13	0	19		2	2	9	2	15	34	391	30.1
14	3	3	9	0	15		3	2	9	2	16	31	422	30.1
15	3	3	11	0	17		3	2	9	2	16	33	455	30.3
16	3	3	11	0	17		3	2	9	2	16	33	488	30.5
17	4	3	6	0	13		3	2	11	2	18	31	519	30.5
18	4	3	8	0	15		3	2	11	2	18	33	552	30.7
19	3	2	7	0	12		4	2	11	2	19	31	583	30.7
20	3	2	9	0	14		4	2	10	2	18	32	615	30.8
21	3	2	10	0	15		4	2	10	2	18	33	648	30.9
22	3	2	10	0	15		4	2	10	2	18	33	681	31.0
23	3	2	10	1	16		3	2	10	2	17	33	714	31.0
24	5	2	10	1	18		3	2	9	2	16	34	748	31.2
25	7	2	6	1	16		4	2	9	2	17	33	781	31.2
26	7	2	7	0	16		3	1	9	1	14	30	811	31.2
27	7	2	7	0	16		3	1	9	1	14	30	841	31.1
28	7	1	10	0	18		2	1	9	1	13	31	872	31.1
29	6	1	10	0	17		2	1	10	1	14	31	903	31.1
30	6	1	10	0	17		2	1	10	1	14	31	934	31.1
31	5	1	10	1	17		2	0	10	1	13	30	965	31.1
TOTALS	128	74	303	6	511		69	47	273	64	453	964		
Ave.	4.1	2.4	9.8	0.2	16.5		2.2	1.5	8.8	2.1	14.6	31.1		



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	April 7, 2026	<b>Originating Department:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	<b>Presenter:</b> Nick B.		
Land lease - Tom Morley	<b>estimated time needed:</b>	5 minutes	
<b>Board Action:</b> <input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>			

**If Action, Board Motion Requested:**

Renew land lease of farm land at the County Museum to Tom Morley.  
 Execute 3-year lease agreement for 2026, 2027, and 2028 cropping seasons.

**Background Information:**

Redwood County leases 9 tillable acres, that is part of the County Museum property, to Tom Morley. The rental rate is proposed to be \$175 per acre, for a total of \$1,575.00 per year.  
 An advertisement for bids was published in the Redwood Gazette for three consecutive weeks in March of this year. Morley's was the only bid received.

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 \*\***

# LEASE AGREEMENT

This Agreement entered into this 7th day of April, 2026, by and between Redwood County, a political subdivision of the State of Minnesota, (“Lessor”), and Tom Morley, an individual, (“Lessee”), witnesseth as follows:

## **I. Term.**

The term of this Lease shall be for three crop years commencing on April 1, 2026 and ending on the date the Lessee has fully removed the growing crop on the premises in the fall of 2028 or on December 31, 2028, whichever occurs first, unless sooner terminated as herein provided.

## **II. Demise and Description of Premises**

The Lessor, in consideration of the rents, promises, and covenants contained herein, Leases to Lessee the following described property situated in the County of Redwood, and State of Minnesota:

Approximately 9 tillable acres located at the SW Quarter of Section 36, Township 113 N, Range 36 West, Redwood County, Minnesota

## **III. Rent**

Lessee agrees to pay Lessor rent for the property in the sum of \$175 per acre for an agreed amount of \$1575 per year, to be paid on or before April 20<sup>th</sup> of each rental year.

Lessor agrees that the Lessee, upon paying the rent and complying with the terms and conditions of this Lease, shall quietly and peaceably have, hold and enjoy the premises for the term of this Lease.

## **IV. Payment of Costs and Expenses**

Costs and expenses of any kind whatsoever in connection with the use, operation, and maintenance of the premises, and all activities conducted thereon shall be the sole responsibility of Lessee and the Lessor shall have no responsibility of any kind for any of said costs and/or expenses thereof.

## **V. Use of Premises**

Subject to the other terms and provisions contained herein, the Lessee shall be permitted to use the premises for any agricultural purposes only.

Hunting and trapping is prohibited upon the premises.

Lessee shall immediately notify Lessor of any washouts, cave-ins, slides, building damage, or other dangerous conditions on the premises or landfill portion of the property.

Furthermore, during the term of this Lease, the Lessee shall comply with all applicable laws affecting the premises, the breach of which might result in any penalty on the Lessor or the forfeiture of the Lessor's title to the premises. The Lessee shall not commit or allow to be committed any waste or nuisance on the premises. Lessee shall be solely responsible for any violation of any applicable laws affecting the premise and for any waste or nuisance on the premises.

Lessee does hereby agree with Lessor to destroy all noxious weeds growing on the premises, declared by Minnesota or federal statute to be nuisances, within the time as prescribed by law, and shall keep all roadways and other parts of land, not in crop, mowed and free from growing weeds, Lessor or his agent shall have the right to enter upon said premises at any time.

Lessee shall be solely responsible for all care and upkeep of the leased premises.

Lessee shall, at the expiration of the term of this Lease, quietly yield and surrender the leased premises to the Lessor in as good a condition as when taken and further covenants to return the premises to the Lessor without fall tillage or application of pesticides, herbicides or fertilizer.

#### **VI. Right to Sublease.**

The Lessee shall not assign this Agreement nor sublet the leased premises to any other party without the prior written consent of the Lessor.

#### **VII. Notices.**

All communications, demands, notices, or objections permitted or required to be given or served under this Lease Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to the other party to this Lease, to the address set forth next to such party's signature at the end of this Lease Agreement, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner.

Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

#### **VIII. Mechanics' Liens.**

The Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanics' or materialmen's liens to be placed on the Lessor's interest in the premises during the term hereof.

**IX. Indemnification of Lessor.**

The Lessor shall not be liable, and the Lessee shall indemnify, save, hold harmless, and defend the Lessor, for any claim, loss, injury, death, or damage arising from or in any way related to the Lessee's use of the premises to persons or property which may at any time be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the premises, or be in, on, or about the premises, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, negligence, or intentional misconduct of the Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the manner or things above set forth, and the Lessee shall indemnify the Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage.

Lessee shall obtain liability insurance to cover this indemnity agreement with a minimum policy limit of \$300,000 naming Lessor as an additional insured. Lessee shall mail a certificate of said insurance evidencing to Lessor at Redwood County on the date of this Lease.

**X. Attorney's Fees.**

If any action at law or in equity shall be brought to recover any rent under this Lease, on account of any breach of the Lease, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree.

**XI. Termination of Lease.**

The Lease shall terminate at the end of the Term described in Section I herein unless otherwise extended for one year as provided in Section XIX or in the event of default by Lessee described in Section XII. This Lease will not renew automatically after the end of the term. Lessee shall not remain in possession of the premises after the expiration of this Lease.

Both Lessor and Lessee have the option of terminating this Lease prior to the end of the Term described herein. This Lease is terminable upon either party giving 60 days written notice to the other party. Termination of the Lease by either party as described in this paragraph shall be deemed "default" and subject to the provisions of Paragraph XII herein.

**XII. Default.**

In the event of any default of this Lease by the Lessee, the Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property otherwise from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Lessee. Should the Lessor elect to reenter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, the Lessor may either terminate this Lease or it may from time to time, without terminating this Lease, relet the premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as the Lessor in the sole discretion of Lessor may deem advisable, with the right to make alterations and repairs to the premises. On such reletting (a) the Lessee shall be immediately liable to pay the Lessor, in addition to any indebtedness, other than the rent due hereunder, the expenses of such reletting and of such alterations and repairs incurred by the Lessor and the amount, if any, by which the rent reserved in this Lease for the period of such reletting, up to but not beyond the term of this Lease, exceed the amount agreed to be paid as rent for the premises for such period on such reletting, or (b) at the option of the Lessor, rents received by such Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from the Lessee to the Lessor; second, to the payment of any expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by the Lessor and applied in payment of future rent as it may become due and payable hereunder. If the Lessee has been credited with any rent to be received by such reletting under option (a) hereof and if such rent shall not be promptly paid to the Lessor by the new tenant or if such rentals received from such reletting under option (b) hereof during any month is less than that to be paid under that month by the Lessee hereunder, the Lessee shall pay any such deficiency to the Lessor.

No such reentry or taking possession of the premises by the Lessor shall be construed as an election on the part of the Lessor to terminate this Lease unless a written notice of such intention is given to the Lessee or unless a determination thereof is determined by a Court of competent jurisdiction. Notwithstanding such reletting without termination, the Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, the Lessor may recover from the Lessee all damages incurred by reason of such breach, including the cost of recovering the premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from the Lessee to the Lessor.

### **XIII. Lessor's Right to Perform**

In addition to any other provision contained herein, in the event that the Lessee shall be in default hereunder by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, and such failure shall continue for a period of thirty (30) days after

written notice from the Lessor thereof, the Lessor may at the Lessor's option do or perform, or cause to be done or performed, such act or thing, and the Lessor shall not be liable, or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to the Lessee on account thereof. The Lessee shall pay to the Lessor on demand the entire expense thereof, including compensation to the agents and employees of the Lessor.

The Lessor shall be permitted to enter the premises while exercising any right given to it by the terms of this section. Any act or thing done by the Lessor pursuant to the provisions of this section shall not be or be construed to be a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition herein contained for the performance thereof, or of any other right or remedy of the Lessor, hereunder or otherwise.

#### **XIV. Surrender of Lease; Effect on Subleases.**

The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger and shall at the option of the Lessor terminate any or all existing subleases or subtenancies or may at the option of the Lessor operate as an assignment to it of any or all such subleases or subtenancies. The terms of this section shall be included in all such subleases.

#### **XV. Ownership of Improvements on Termination of Lease**

On the termination of this Lease for any cause, the Lessor shall become the absolute owner of any buildings or improvements of any nature or kind on the premises, regardless of who placed such buildings or improvements thereon, and the Lessee shall not thereafter have any interest whatsoever therein.

#### **XVI. Time Is Of the Essence.**

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

#### **XVII. No Partnership, Joint Venture or Fiduciary Relationship Created Hereby.**

Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the Lessor and the Lessee. It is understood and agreed that the sole relationship created hereby is one of landlord and tenant. All laws and statutes of the County of Redwood and the State of Minnesota relative to landlord and tenant relationship shall be applicable to the parties herein.

#### **XVIII. Minnesota Law**

This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

**XIX. Extension**

The Lease Term contained in Section I may be extended, upon agreement of the Lessor and Lessee, for an additional one year period, provided the Lessee has satisfactorily complied with the terms and conditions of this Lease. Such extension shall be under the same terms and conditions stated in this Lease. Notice of intent to extend shall be given by Lessee at least sixty days, but not more than ninety days before the expiration of the Lease.

**XX. Cumulative Rights**

Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative, and in addition to, every other right or remedy given herein or not hereafter existing at law, in equity, or by statute.

**XXI. Severable Provisions.**

Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Lease.

**XXII. Entire Agreement.**

This Lease, together with the request for bid, contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in a writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

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

LESSOR:

Redwood County  
c/o Vicki Knobloch, County Administrator  
PO Box 130  
Redwood Falls, MN 56283

By: \_\_\_\_\_  
Rick Wakefield

Board Chair

By: \_\_\_\_\_  
Vicki Knobloch  
County Administrator

LESSEE

  
\_\_\_\_\_  
Tom Morley

Approved as to Form:

\_\_\_\_\_  
Marissa P. Pacheco  
Assistant Redwood County Attorney

Exhibit "A"

Legal Description

**Rental of approximately 9 tillable acres  
Located at the SW Quarter of Section 36, Township 113 N, Range 36 West,  
Redwood County, Minnesota**





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	April 7, 2026	<b>Originating Department:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	<b>Presenter:</b> Nick B.		
Land lease - Dennis Hemish	<b>estimated time needed:</b>	5 minutes	
<b>Board Action:</b> <input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>			

**If Action, Board Motion Requested:**

Renew land lease of farm land at Plum Creek Park to Dennis Hemish.

Execute 3-year lease agreement for 2026, 2027, and 2028 cropping seasons.

**Background Information:**

Redwood County leases 8.4 tillable acres, that is part of the Plum Creek Park property, to Dennis Hemish. The rental rate is proposed to be \$250 per acre, for a total of \$2,025.00 per year. This is the same rate since 2022.

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 \*\***

# LEASE AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 202~~162~~, by and between Redwood County, a political subdivision of the State of Minnesota, (“Lessor”), and Dennis Hemish, an individual, (“Lessee”), witnesseth as follows:

## I. Term.

The term of this Lease shall be for one crop year commencing on April 15~~April 15~~, 202~~162~~ and ending on the date the Lessee has fully removed the growing crop on the premises in the fall of 202~~162~~ or on December 31, 202~~182~~, whichever occurs first, unless sooner terminated as herein provided.

## II. Demise and Description of Premises

The Lessor, in consideration of the rents, promises, and covenants contained herein, Leases to Lessee the following described property situated in the County of Redwood, and State of Minnesota:

See Exhibit “A” attached hereto.

## III. Rent

Lessee agrees to pay Lessor rent for the property in the sum of \$~~25025.00~~ per acre for an agreed amount of \$ 2,025.00 ~~1,822.00~~ per year, to be paid on or before April 20<sup>th</sup> of each rental year.

Lessor agrees that the Lessee, upon paying the rent and complying with the terms and conditions of this Lease, shall quietly and peaceably have, hold and enjoy the premises for the term of this Lease.

## IV. Payment of Costs and Expenses

Costs and expenses of any kind whatsoever in connection with the use, operation, and maintenance of the premises, and all activities conducted thereon shall be the sole responsibility of Lessee and the Lessor shall have no responsibility of any kind for any of said costs and/or expenses thereof.

## V. Use of Premises

Subject to the other terms and provisions contained herein, the Lessee shall be permitted to use the premises for any agricultural purposes only.

Hunting and trapping is prohibited upon the premises.

Lessee shall immediately notify Lessor of any washouts, cave-ins, slides, building damage, or other dangerous conditions on the premises or landfill portion of the property.

Furthermore, during the term of this Lease, the Lessee shall comply with all applicable laws affecting the premises, the breach of which might result in any penalty on the Lessor or the forfeiture of the Lessor's title to the premises. The Lessee shall not commit or allow to be committed any waste or nuisance on the premises. Lessee shall be solely responsible for any violation of any applicable laws affecting the premise and for any waste or nuisance on the premises.

Lessee does hereby agree with Lessor to destroy all noxious weeds growing on the premises, declared by Minnesota or federal statute to be nuisances, within the time as prescribed by law, and shall keep all roadways and other parts of land, not in crop, mowed and free from growing weeds, Lessor or his agent shall have the right to enter upon said premises at any time.

Lessee shall be solely responsible for all care and upkeep of the leased premises.

Lessee shall, at the expiration of the term of this Lease, quietly yield and surrender the leased premises to the Lessor in as good a condition as when taken and further covenants to return the premises to the Lessor without fall tillage or application of pesticides, herbicides or fertilizer.

#### **VI. Right to Sublease.**

The Lessee shall not assign this Agreement nor sublet the leased premises to any other party without the prior written consent of the Lessor.

#### **VII. Notices.**

All communications, demands, notices, or objections permitted or required to be given or served under this Lease Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to the other party to this Lease, to the address set forth next to such party's signature at the end of this Lease Agreement, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner.

Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

#### **VIII. Mechanics' Liens.**

The Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanics' or materialmen's liens to be placed on the Lessor's interest in the premises during the term hereof.

#### **IX. Indemnification of Lessor.**

The Lessor shall not be liable, and the Lessee shall indemnify, save, hold harmless, and defend the Lessor, for any claim, loss, injury, death, or damage arising from or in any way related to the Lessee's use of the premises to persons or property which may at any time be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the premises, or be in, on, or about the premises, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, negligence, or intentional misconduct of the Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the manner or things above set forth, and the Lessee shall indemnify the Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage.

Lessee shall obtain liability insurance to cover this indemnity agreement with a minimum policy limit of \$300,000 naming Lessor as an additional insured. Lessee shall mail a certificate of said insurance evidencing to Lessor at Redwood County on the date of this Lease.

#### **X. Attorney's Fees.**

If any action at law or in equity shall be brought to recover any rent under this Lease, on account of any breach of the Lease, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree.

#### **XI. Termination of Lease.**

The Lease shall terminate at the end of the Term described in Section I herein unless otherwise extended for one year as provided in Section XIX or in the event of default by Lessee described in Section XII. This Lease will not renew automatically after the end of the term. Lessee shall not remain in possession of the premises after the expiration of this Lease.

Both Lessor and Lessee have the option of terminating this Lease prior to the end of the Term described herein. This Lease is terminable upon either party giving 60 days written notice to the other party. Termination of the Lease by either party as described in this paragraph shall be deemed "default" and subject to the provisions of Paragraph XII herein.

#### **XII. Default.**

In the event of any default of this Lease by the Lessee, the Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property otherwise from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Lessee. Should the Lessor elect to reenter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, the Lessor may either terminate this Lease or it may from time to time, without terminating this Lease, relet the premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as the Lessor in the sole discretion of Lessor may deem advisable, with the right to make alterations and repairs to the premises. On such reletting (a) the Lessee shall be immediately liable to pay the Lessor, in addition to any indebtedness, other than the rent due hereunder, the expenses of such reletting and of such alterations and repairs incurred by the Lessor and the amount, if any, by which the rent reserved in this Lease for the period of such reletting, up to but not beyond the term of this Lease, exceed the amount agreed to be paid as rent for the premises for such period on such reletting, or (b) at the option of the Lessor, rents received by such Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from the Lessee to the Lessor; second, to the payment of any expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by the Lessor and applied in payment of future rent as it may become due and payable hereunder. If the Lessee has been credited with any rent to be received by such reletting under option (a) hereof and if such rent shall not be promptly paid to the Lessor by the new tenant or if such rentals received from such reletting under option (b) hereof during any month is less than that to be paid under that month by the Lessee hereunder, the Lessee shall pay any such deficiency to the Lessor.

No such reentry or taking possession of the premises by the Lessor shall be construed as an election on the part of the Lessor to terminate this Lease unless a written notice of such intention is given to the Lessee or unless a determination thereof is determined by a Court of competent jurisdiction. Notwithstanding such reletting without termination, the Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, the Lessor may recover from the Lessee all damages incurred by reason of such breach, including the cost of recovering the premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from the Lessee to the Lessor.

### **XIII. Lessor's Right to Perform**

In addition to any other provision contained herein, in the event that the Lessee shall be in default hereunder by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, and such failure shall continue for a period of thirty (30) days after

written notice from the Lessor thereof, the Lessor may at the Lessor's option do or perform, or cause to be done or performed, such act or thing, and the Lessor shall not be liable, or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to the Lessee on account thereof. The Lessee shall pay to the Lessor on demand the entire expense thereof, including compensation to the agents and employees of the Lessor.

The Lessor shall be permitted to enter the premises while exercising any right given to it by the terms of this section. Any act or thing done by the Lessor pursuant to the provisions of this section shall not be or be construed to be a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition herein contained for the performance thereof, or of any other right or remedy of the Lessor, hereunder or otherwise.

#### **XIV. Surrender of Lease; Effect on Subleases.**

The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger and shall at the option of the Lessor terminate any or all existing subleases or subtenancies or may at the option of the Lessor operate as an assignment to it of any or all such subleases or subtenancies. The terms of this section shall be included in all such subleases.

#### **XV. Ownership of Improvements on Termination of Lease**

On the termination of this Lease for any cause, the Lessor shall become the absolute owner of any buildings or improvements of any nature or kind on the premises, regardless of who placed such buildings or improvements thereon, and the Lessee shall not thereafter have any interest whatsoever therein.

#### **XVI. Time Is Of the Essence.**

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

#### **XVII. No Partnership, Joint Venture or Fiduciary Relationship Created Hereby.**

Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the Lessor and the Lessee. It is understood and agreed that the sole relationship created hereby is one of landlord and tenant. All laws and statutes of the County of Redwood and the State of Minnesota relative to landlord and tenant relationship shall be applicable to the parties herein.

#### **XVIII. Minnesota Law**

This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

**XIX. Extension**

The Lease Term contained in Section I may be extended, upon agreement of the Lessor and Lessee, for an additional one year period, provided the Lessee has satisfactorily complied with the terms and conditions of this Lease. Such extension shall be under the same terms and conditions stated in this Lease. Notice of intent to extend shall be given by Lessee at least sixty days, but not more than ninety days before the expiration of the Lease.

**XX. Cumulative Rights**

Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative, and in addition to, every other right or remedy given herein or not hereafter existing at law, in equity, or by statute.

**XXI. Severable Provisions.**

Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Lease.

**XXII. Entire Agreement.**

This Lease together with Exhibit A contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in a writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

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

LESSOR:

Redwood County  
c/o Vicki Knobloch, County Administrator  
PO Box 130  
Redwood Falls, MN 56283

By: \_\_\_\_\_  
Jim Saffer Rick Wakefield

Board Chair

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

Vicki Knobloch  
County Administrator

LESSEE

\_\_\_\_\_  
Dennis Hemish  
16345 Bunker Avenue  
Walnut Grove, MN 56180

Approved as to Form:

\_\_\_\_\_  
Marissa P. Pacheco ~~Jenna M. Peterson~~

Assistant Redwood County Attorney

## Exhibit "A"

### Legal Description

Rental of approximately 8.4 tillable acres in All that part of the Northeast Quarter of Section Thirty-five (35), Township One Hundred Nine (109) North, Range Thirty-nine (39) West, Redwood County, Minnesota, being more particularly described as follows: Commencing at the northwest corner of the Southwest Quarter of said Northeast Quarter; thence South 00 degrees 07 minutes 42 seconds East, bearing based on Redwood County Coordinate System, along the west line of the Southwest Quarter of said Northeast Quarter, a distance of 643.50 feet; thence North 89 degrees 47 minutes 18 seconds East a distance of 620.00 feet, thence North 00 degrees 15 minutes 42 seconds West a distance of 417.06 feet, to the point of beginning; thence continuing North 00 degrees 15 minutes 42 seconds West a distance of 230.00 feet, to a point on the north line of the Southwest Quarter of said Northeast Quarter; thence North 89 degrees 27 minutes 30 seconds East, along said north line, a distance of 693.18 feet, to the southwest corner of the Northeast Quarter of said Northeast Quarter; thence continuing North 89 degrees 27 minutes 30 seconds East, along the south line of the Northeast Quarter of said Northeast Quarter, a distance of 125.00 feet; thence North 00 degrees 16 minutes 48 seconds West, parallel to the west line of the Northeast Quarter of said Northeast Quarter, a distance of 1029.62 feet, to a point on a line which is 294 feet south and parallel with the north line of the Northeast Quarter of said Northeast Quarter; thence North 89 degrees 30 minutes 53 seconds East, parallel to said north line, a distance of 200.00 feet; thence South 00 degrees 16 minutes 48 seconds East, parallel to the west line of the Northeast Quarter of said Northeast Quarter, a distance of 1259.42 feet; thence South 89 degrees 27 minutes 30 seconds West, parallel to the north line of the Southwest Quarter of said Northeast Quarter, a distance of 1018.26 feet, to the point of beginning.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/7/2026	<b>Originating Dept.:</b>	Environmental
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Park Tractor		
	<b>Presenter:</b>	Nick B.	
	<b>estimated time needed:</b>	10 minutes	
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve purchase of a new John Deere 4066R Compact Utility Tractor, and the trade in of the 2012 John Deere 4720. Award bid to Kibble Equipment.

**Background Information:**

2 quotes were received for purchase with trade.

Kibble Equipment - \$47,798.60 (including trade-in value of \$14,050)  
 C&B Operations - \$54,251.16 (including trade-n value of \$10,000)

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 \*\***



**Customer:**

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

Signature on all LOIs and POs with a signature line

Contract name or number; or JD Quote ID

Sold to street address

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**For any questions, please contact:**

Brett Swenhaugen

C & B Operations, LLC

900 Craig Avenue

Tracy, MN 56175

Work Phone: 507-629-4740

Cell Phone: 507-629-4740

Email: Swenhaugenb@cbequipment.com



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513-2789 US  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Brett Swenhaugen  
C & B Operations, LLC  
900 Craig Avenue Tracy, MN 56175

**Prepared For**

REDWOOD COUNTY  
635 W BRIDGE ST  
REDWOOD FALLS, MN 562831503  
(860) 665-5000

**Prepared By**

Brett Swenhaugen  
C & B Operations, LLC  
900 Craig Avenue  
Tracy, MN 56175  
507-629-4740  
Swenhaugenb@cbequipment.com

Quote Id 1767179

Creation Date 16-Mar-2026

Expiration Date 15-Apr-2026

**Quote Summary**

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
<b>4066R Compact Utility Tractor (52 PTO hp)</b> Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) Price Effective Date: 15-Mar-2026	\$69,570.83	\$57,048.08	1	\$57,048.08
<b>MDS 7' Bucket Agriculture Attachments</b> Contract: Open Market	\$3,870.00	\$3,245.40	1	\$3,245.40
<b>Equipment Total</b>				<b>\$60,293.48</b>

Trade In Summary	Extended
<b>2012 John Deere 4720</b>	<b>\$10,000.00</b>
Final Trade Allowance	\$10,000.00

Quote Summary	
Total Selling Price	\$60,293.48
Total Trade-In Allowance	(\$10,000.00)
Trade Difference	\$50,293.48
MN - State Sales Tax - (6.875%)	<b>\$3,457.68</b>
<b>Sub-total</b>	<b>\$53,751.16</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



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*Doc	\$500.00
<b>Balance Due</b>	<b>\$54,251.16</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



## Selling Equipment

Quote # 1767179  
 Customer REDWOOD COUNTY

### 4066R Compact Utility Tractor (52 PTO hp)

QTY In Group : 1

#### Equipment Notes

Suggested List

Hours ---

\$69,570.83

Serial Number ---

Selling Price

Stock Number ---

\$57,048.08

Contract Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Discount Amount

Price Effective Date 15-Mar-2026

(\$12,522.75)

PUK Parent Serial #

### Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
038BLV	4066R Compact Utility Tractor (52 PTO hp)	1	\$54,245.00	18.0%	(\$9,764.10)	\$44,480.90

### Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0202	United States	1	\$0.00	18.0%	\$0.00	\$0.00
0409	English Operator's Manual and Decal Kit	1	\$0.00	18.0%	\$0.00	\$0.00
1520	eHydro™	1	\$0.00	18.0%	\$0.00	\$0.00
2005	Open Station with Marine Grade Vinyl Deluxe Seat	1	\$0.00	18.0%	\$0.00	\$0.00
2650	Less Radio	1	\$0.00	18.0%	\$0.00	\$0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$0.00	18.0%	\$0.00	\$0.00
5224	Nokian Hakkapeliitta Tri 360 /80R28 Rear Snow Tires	1	\$1,842.00	18.0%	(\$331.56)	\$1,510.44
6224	Nokian Hakkapeliitta Tri 250 /75R16 Front Snow Tires	1	\$755.00	18.0%	(\$135.90)	\$619.10



1715	Factory Installed Loader with Bucket	1	\$10,265.00	18.0%	(\$1,847.70)	\$8,417.30
<b>Total Base / Options</b>			<b>\$67,107.00</b>		<b>(\$12,079.26)</b>	<b>\$55,027.74</b>

**Dealer Attachments**

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
BXX11043	EH 3rd SCV Kit 4R Open Station Serial Number: --- Stock Number: ---	1	\$1,213.99	18.0%	(\$218.52)	\$995.47
BXX11040	Dual Rear SCV Mechanical Hitch - 4th and 5th Selective Control Valve Kit Open Station Serial Number: --- Stock Number: ---	1	\$1,181.86	18.0%	(\$212.73)	\$969.13
BLV10640	Engine Coolant Heater Kit Serial Number: --- Stock Number: ---	1	\$67.98	18.0%	(\$12.24)	\$55.74
<b>Total Dealer Attachments</b>			<b>\$2,463.83</b>		<b>(\$443.49)</b>	<b>\$2,020.34</b>
<b>Selling Price Subtotal</b>						<b>\$57,048.08</b>
<b>Total Selling Price</b>		<b>\$69,570.83</b>			<b>(\$12,522.75)</b>	<b>\$57,048.08</b>



**MDS 7' Bucket Agriculture Attachments**

QTY In Group : 1

Equipment Notes

Suggested List

Hours ---

\$3,870.00

Serial Number

Selling Price

Stock Number ---

\$3,245.40

Contract Open Market

Discount Amount

PUK Parent Serial # ---

(\$624.60)

**Equipment Summary**

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
1	MDS 7' Bucket Agriculture Attachments	1	\$3,470.00	18.0%	(\$624.60)	\$2,845.40
<b>Total Base / Options</b>			<b>\$3,470.00</b>		<b>(\$624.60)</b>	<b>\$2,845.40</b>

**Other Charges**

Description	List Price
Freight	\$400.00
<b>Total Adjustments</b>	<b>\$400.00</b>
<b>Selling Price Subtotal</b>	<b>\$3,245.40</b>
<b>Total Selling Price</b>	<b>\$3,870.00</b>
	<b>(\$624.60)</b>
	<b>\$3,245.40</b>



## Trade-Ins

### 2012 John Deere 4720

Trade-In Notes	---	
Serial Number	1LV4720HPCH910162	
Stock Number	Fjelstad	
Hour Meter	4422.0	
<b>Description</b>		<b>Net Trade Value</b>
2012 John Deere 4720		\$10,000.00
Pay Off		\$0.00
<b>Total</b>		<b>\$10,000.00</b>

#### Factory Build Codes

Code	Description	Code	Description
6865LV	4720 MFWD DOM CUT TRACTOR	4560	17.5L-24(R)/10.00-16.5(F)
7030	DUAL & SINGLE REAR SCV	1506	OPEN STATION AIR RIDE SEAT
2025	HYDRO TRANSMISSION		

#### Warranty Coverage

Type	Term	Expiration Date
LIMITED BASIC	LIMITED BASIC 36 MONTHS / 2000 HOURS	2015-08-16
EMISSIONS WARRANTY	EMISSION 60M/3000H	2017-08-16
BASIC WARRANTY	BASIC 24M/2000H	2014-08-16



JOHN DEERE

---

## Dealer Services

Trade-in equipment is valued at the noted hours. Any additional hours will be the financial responsibility of the customer.



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513-2789 US  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Alana Johnson  
Kibble Equipment  
36648 US Hwy 71 Redwood Falls, MN 56283

**Prepared For**

REDWOOD COUNTY PARK BOARD  
REDWOOD FALLS, MN 56283  
(715) 265-7288

**Prepared By**

Alana Johnson  
Kibble Equipment  
36648 US Hwy 71  
Redwood Falls, MN 56283  
5075916747  
alana.johnson@kibbleeq.com

**Quote Id** 1711123

**Creation Date** 04-Mar-2026

**Expiration Date** 03-Apr-2026

**Quote Summary**

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
<b>4066R Compact Utility Tractor (52 PTO hp)</b> Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) Price Effective Date: 03-Mar-2026	\$70,821.75	\$58,073.84	1	\$58,073.84
<b>Other 85 COMPACT LOADERS</b> Contract: Open Market	\$700.00	\$700.00	1	\$700.00
<b>Equipment Total</b>				<b>\$58,773.84</b>

Trade In Summary	Extended
<b>2012 John Deere 4720</b>	<b>\$14,050.00</b>
Payoff	\$0.00
Final Trade Allowance	\$14,050.00

Quote Summary	
Total Selling Price	\$58,773.84
Total Trade-In Allowance	(\$14,050.00)
Trade Difference	\$44,723.84
Total Taxable Equipment Fees	\$0.00

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



State Sales Tax - (6.875%)	\$3,074.76
<b>Sub-total</b>	<b>\$47,798.60</b>
*Total Non-Taxable Equipment Fees	\$0.00
Rental Applied	\$0.00
Total Trade-In Pay-Off	\$0.00
<b>Total Amount Due</b>	<b>\$47,798.60</b>
Down Payment	\$0.00
<b>Balance Due</b>	<b>\$47,798.60</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

## Selling Equipment

Quote # 1711123  
 Customer REDWOOD COUNTY PARK BOARD

### 4066R Compact Utility Tractor (52 PTO hp)

QTY In Group : 1

Equipment Notes		Suggested List
Hours	---	\$70,821.75
Serial Number	---	Selling Price
Stock Number	---	\$58,073.84
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	Discount Amount
Price Effective Date	03-Mar-2026	(\$12,747.91)
PUK Parent Serial #		

### Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
038BLV	4066R Compact Utility Tractor (52 PTO hp)	1	\$54,245.00	18.0%	(\$9,764.10)	\$44,480.90

### Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0202	United States	1	\$0.00	18.0%	\$0.00	\$0.00
0409	English Operator's Manual and Decal Kit	1	\$0.00	18.0%	\$0.00	\$0.00
1520	eHydro™	1	\$0.00	18.0%	\$0.00	\$0.00
2005	Open Station with Marine Grade Vinyl Deluxe Seat	1	\$0.00	18.0%	\$0.00	\$0.00
2650	Less Radio	1	\$0.00	18.0%	\$0.00	\$0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$0.00	18.0%	\$0.00	\$0.00
5224	Nokian Hakkapeliitta Tri 360 /80R28 Rear Snow Tires	1	\$1,842.00	18.0%	(\$331.56)	\$1,510.44
6224	Nokian Hakkapeliitta Tri 250 /75R16 Front Snow Tires	1	\$755.00	18.0%	(\$135.90)	\$619.10



1715	Factory Installed Loader with Bucket	1	\$10,265.00	18.0%	(\$1,847.70)	\$8,417.30
<b>Total Base / Options</b>			<b>\$67,107.00</b>		<b>(\$12,079.26)</b>	<b>\$55,027.74</b>
<b>Dealer Attachments</b>						
Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
BLV10764	Electrohydraulic Third SCV Kit with Mid and Rear Tubing (OOS Only)	1	\$1,252.90	18.0%	(\$225.52)	\$1,027.38
BXX11043	EH 3rd SCV Kit 4R Open Station	1	\$1,213.99	18.0%	(\$218.52)	\$995.47
BXX11040	Dual Rear SCV Mechanical Hitch - 4th and 5th Selective Control Valve Kit Open Station	1	\$1,181.86	18.0%	(\$212.73)	\$969.13
BLV10640	Engine Coolant Heater Kit	1	\$66.00	18.0%	(\$11.88)	\$54.12
<b>Total Dealer Attachments</b>			<b>\$3,714.75</b>		<b>(\$668.65)</b>	<b>\$3,046.10</b>
<b>Selling Price Subtotal</b>						<b>\$58,073.84</b>
<b>Total Selling Price</b>			<b>\$70,821.75</b>		<b>(\$12,747.91)</b>	<b>\$58,073.84</b>

**Other 85 COMPACT LOADERS**

QTY In Group : 1

Equipment Notes	Upgrade to 85" bucket	Suggested List
Hours	---	\$700.00
Serial Number	85HotBucket	Selling Price
Stock Number		\$700.00
Contract	Open Market	Discount Amount
PUK Parent Serial #	---	\$0.00

**Equipment Summary**

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
1	Other 85 COMPACT LOADERS	1	\$700.00	0.0%	\$0.00	\$700.00
<b>Total Base / Options</b>			<b>\$700.00</b>		<b>\$0.00</b>	<b>\$700.00</b>
<b>Selling Price Subtotal</b>						<b>\$700.00</b>
<b>Total Selling Price</b>			<b>\$700.00</b>		<b>\$0.00</b>	<b>\$700.00</b>

## Trade-Ins

### 2012 John Deere 4720

---

Trade-In Notes	---	
Serial Number	1LV4720HPCH910162	
Stock Number		
Hour Meter	4422.0	
<b>Description</b>		<b>Net Trade Value</b>
2012 John Deere 4720		\$14,050.00
<hr/>		
Pay Off		\$0.00
<b>Total</b>		<b>\$14,050.00</b>



**JOHN DEERE**  
FINANCIAL

# WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

For generations, we've stood by our customers with reliable financing and long-term commitment. With John Deere Financial, your financing works as hard and reliably as your equipment, because we believe in building lasting relationships that grow with you.

## CONVENIENT

- Multiple finance solutions for the products and services you need.
- Enjoy a seamless experience with eStatements, easy account management through My Financial Accounts, secure eSignature options, and fast approvals—saving you time and simplifying your financial life.

## COMMITTED

- Here for you in good times and in bad - we'll find solutions to keep you in your equipment and on track for future success.
- As a finance company owned and operated by John Deere, we are focused on products built by John Deere.

## COMPETITIVE

- Customized solutions — help choosing the best financial mix to support your needs.
- Unmatched industry expertise.
- Tailored terms, flexible payments, and cost-effective maintenance plans.

## INSIGHTFUL

- Customer service team that thoroughly understands your industry and the challenges customers face.
- Financing solutions for real life.



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**Redwood County Board of Commissioners**

P.O. Box 130 Redwood Falls, MN 56283



**PROCLAMATION**

**Child Abuse Prevention Month Proclamation**

**April 2026**

**WHEREAS**, children are our community’s most valuable resource and deserve to grow up in environments where they are protected, supported and able to thrive; and

**WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, including here in Redwood County; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

**WHEREAS**, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

**WHEREAS**, Child’s Place coordinates a multidisciplinary response to child abuse investigations, bringing together law enforcement, child protective services, prosecutors, medical providers, and mental health professionals to support children and families in a compassionate and trauma-informed manner; and

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

**WHEREAS**, the pinwheel has become a national symbol of child abuse prevention and represents the hope that every child will experience a healthy and happy childhood; and

**WHEREAS**, during the month of April, blue pinwheels will be displayed outside the Child’s Place offices at the Government Services Building as a visible reminder of the importance of protecting children and supporting families throughout our community; and

**WHEREAS**, residents of Redwood County are encouraged to participate in Wear Blue Day on Friday, April 10 to raise awareness, show support for families, and stand against child abuse;

**NOW, THEREFORE,** BE IT RESOLVED that the Commissioners of Redwood County, do hereby proclaim April 2026 as **CHILD ABUSE PREVENTION MONTH** in Redwood County, Minnesota and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

PASSED and ADOPTED by the Redwood County Board of Commissioners on this 7<sup>th</sup> day of April, 2026.

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Board Chair  
Rick Wakefield

---

Attest:  
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

Rick\_W@redwoodcounty-mn.gov Jim\_S2@redwoodcounty-mn.gov Dennis\_G@redwoodcounty-mn.gov Bob\_V@redwoodcounty-mn.gov Corey\_T@redwoodcounty-mn.gov



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4/7/2026	<b>Originating Dept.:</b> Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b> Next	
<b>Discussion Item:</b> Approve bills	<b>Presenter:</b> Jeff Bommersbach, Assistant County Highway Engineer
	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve Highway Department bills

**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 \*\***





IFX 4/1/26 4:16PM  
3 ROAD AND BRIDGE

Audit List for Board

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
								Paid On Bnf #	On Behalf of Name	
76720	AUTO VALUE OF REDWOOD FALLS									
7	03-330-000-0000-6502				519.20	Shop Supplies			SHOP MATERIALS & SUPPLIES	N
3	03-330-000-0000-6503				12.99	Repair Part			EQUIPMENT REPAIR PARTS & SUPP	N
4	03-330-000-0000-6503				1,959.48	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	N
5	03-330-000-0000-6503				96.52	Filters			EQUIPMENT REPAIR PARTS & SUPP	N
6	03-340-000-0000-6507				340.93	Batteries for Sheriff Dept			MISCELLANEOUS EXPENSES	N
76720	AUTO VALUE OF REDWOOD FALLS				<b>2,929.12</b>		5 Transactions			
4556	AUTO VALUE TRACY									
1	03-330-000-0000-6503				45.97	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	N
4556	AUTO VALUE TRACY				<b>45.97</b>		1 Transactions			
4811	AVENU INSIGHTS & ANALYTICS LLC									
2	03-301-000-0000-6291				7,215.42	New Roads Software Maintenance		INVB-069384	PROFESSIONAL & TECHNICAL SER	Y
4811	AVENU INSIGHTS & ANALYTICS LLC				<b>7,215.42</b>		1 Transactions			
7540	BOETTGER/GREG									
8	03-310-000-0000-6507				188.00	Boot Reimbursement			MISCELLANEOUS EXPENSES	N
7540	BOETTGER/GREG				<b>188.00</b>		1 Transactions			
7570	BOLTON & MENK INC									
9	03-320-000-0000-6291				23,967.00	Professional Engineering		0388135	PROFESSIONAL & TECHNICAL SER	N
10	03-320-000-0000-6291				5,123.50	Professional Engineering		0388188	PROFESSIONAL & TECHNICAL SER	N
11	03-320-000-0000-6291				35,746.00	Professional Engineering		0388189	PROFESSIONAL & TECHNICAL SER	N
12	03-320-000-0000-6291				73,826.50	Professional Engineering		0390554	PROFESSIONAL & TECHNICAL SER	N
13	03-320-000-0000-6291				1,895.50	Professional Engineering		0390638	PROFESSIONAL & TECHNICAL SER	N
7570	BOLTON & MENK INC				<b>140,558.50</b>		5 Transactions			
11570	CHOSEN VALLEY TESTING									
15	03-320-000-0000-6291				6,280.00	Professional Engineering		58193	PROFESSIONAL & TECHNICAL SER	N
16	03-320-000-0000-6291				6,280.00	Professional Engineering		58194	PROFESSIONAL & TECHNICAL SER	N
17	03-320-000-0000-6291				6,280.00	Professional Engineering		58195	PROFESSIONAL & TECHNICAL SER	N
18	03-320-000-0000-6291				6,280.00	Professional Engineering		58230	PROFESSIONAL & TECHNICAL SER	N
11570	CHOSEN VALLEY TESTING				<b>25,120.00</b>		4 Transactions			
12702	CLEMENTS LUMBER INC-MORGAN									
19	03-330-000-0000-6305				304.00	Materials for Salt Shed		106341	BLDG - REPAIRS & MAINTENANCE	N
12702	CLEMENTS LUMBER INC-MORGAN				<b>304.00</b>		1 Transactions			
13000	CLEMENTS LUMBER INC-RF									



IFX 4/1/26 4:16PM  
3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description
								Paid On Bnf #	On Behalf of Name
20	03-330-000-0000-6305				305.21	Materials for Salt Shed - Waba			BLDG - REPAIRS & MAINTENANCE N
21	03-330-000-0000-6503				38.94	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP N
13000	CLEMENTS LUMBER INC-RF				344.15		2 Transactions		
13055	COLUMN SOFTWARE PBC				366.12	Noxious Weed Right of Way Post	1 Transactions		PRINTING & PUBLISHING N
13055	COLUMN SOFTWARE PBC				366.12				
13246	COUNTY OF COTTONWOOD - TREASURER				298.03	County Landfill - Walnut Shop	1 Transactions		BLDG - REPAIRS & MAINTENANCE N
13246	COUNTY OF COTTONWOOD - TREASURER				298.03				
20730	ECOWATER SYSTEMS OF REDWOOD FALL				235.00	Water	1 Transactions		OFFICE SUPPLIES N
20730	ECOWATER SYSTEMS OF REDWOOD FALL				235.00				
21500	ELECTRIC MOTOR COMPANY				354.00	Compressor Oil			EQUIPMENT REPAIR PARTS & SUPP N
24	03-330-000-0000-6503				162.95	Battery	2 Transactions		EQUIPMENT REPAIR PARTS & SUPP N
25	03-330-000-0000-6503				516.95				
21500	ELECTRIC MOTOR COMPANY				516.95				
24589	FARMWARD COOPERATIVE				90.00	LP Fills	1 Transactions		ROAD MAINTENANCE SUPPLIES & M N
27	03-310-000-0000-6501				90.00				
24589	FARMWARD COOPERATIVE				90.00				
25947	FISCHER/HAROLD I				243.95	Parcel #60-028-3020	1 Transactions		RIGHT OF WAY-TEMP.EASE.& OTHE N
28	03-320-000-0000-6367				243.95				
25947	FISCHER/HAROLD I				243.95				
26133	FLUID-AIRE DYNAMICS INC				2,310.17	Repair Hoist	1 Transactions	INV129078	BLDG - REPAIRS & MAINTENANCE N
26	03-330-000-0000-6305				2,310.17				
26133	FLUID-AIRE DYNAMICS INC				2,310.17				
27427	G & R ELECTRIC INC				1,473.02	Move Water Heater/Air Comp, Mi	1 Transactions	40533	BLDG - REPAIRS & MAINTENANCE N
29	03-330-000-0000-6305				1,473.02				
27427	G & R ELECTRIC INC				1,473.02				
31486	GUETTER/BEN J				324.49	Parcel #71-031-3020			RIGHT OF WAY-TEMP.EASE.& OTHE N
30	03-320-000-0000-6367				324.49				



COMMISSIONER'S VOUCHERS ENTRIES

IFX 4/1/26 4:16PM  
3 ROAD AND BRIDGE

Audit List for Board

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
								Paid On Bnf #	On Behalf of Name	
31486	GUETTER/BEN J				324.49		1 Transactions			
31495	GUETTER/JAMES	03-320-000-0000-6367			285.39	Parcel #54-036-1020	1 Transactions		RIGHT OF WAY-TEMP.EASE.& OTHE	N
31495	GUETTER/JAMES				285.39		1 Transactions			
31525	GUETTER/MATTHEW	03-301-000-0000-6113			75.12	Meal Reimbursement			MEAL EXPENSE-TAXABLE	N
31525	GUETTER/MATTHEW	03-310-000-0000-6507			179.95	Boot Reimbursement			MISCELLANEOUS EXPENSES	N
31525	GUETTER/MATTHEW	03-330-000-0000-6503			43.00	Fuel			EQUIPMENT REPAIR PARTS & SUPP	N
31525	GUETTER/MATTHEW				298.07		3 Transactions			
33855	HILLESHEIM/DAVID W	03-320-000-0000-6367			324.49	Parcel #54-036-4020	1 Transactions		RIGHT OF WAY-TEMP.EASE.& OTHE	N
33855	HILLESHEIM/DAVID W				324.49		1 Transactions			
34134	HOFFMAN FILTER SERVICE LLC	03-330-000-0000-6502			75.00	Oil Filter Disposal	1 Transactions		SHOP MATERIALS & SUPPLIES	N
34134	HOFFMAN FILTER SERVICE LLC				75.00		1 Transactions			
34140	HOFFMAN/BARBARA V	03-320-000-0000-6367			285.39	Parcel #71-031-2040	1 Transactions		RIGHT OF WAY-TEMP.EASE.& OTHE	N
34140	HOFFMAN/BARBARA V				285.39		1 Transactions			
43095	JOHN DEERE FINANCIAL	03-330-000-0000-6502			31.21	Shop Supplies			SHOP MATERIALS & SUPPLIES	N
43095	JOHN DEERE FINANCIAL	03-330-000-0000-6503			731.75	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	N
43095	JOHN DEERE FINANCIAL				762.96		2 Transactions			
45745	KECK TREE SERVICE	03-310-000-0000-6501			6,500.00	Tree Clearing	1 Transactions		ROAD MAINTENANCE SUPPLIES & N	Y
45745	KECK TREE SERVICE				6,500.00		1 Transactions			
53227	LOFFLER COMPANIES INC	03-301-000-0000-6310			102.41	Copier Maint			OFFICE EQUIPMENT REPAIR & MAIN	N
53227	LOFFLER COMPANIES INC				102.41		1 Transactions			
53720	LUCAN COMMUNITY TELEVISION INC	03-330-000-0000-6305			4,725.00	New Door Locks on Shops			BLDG - REPAIRS & MAINTENANCE	N
53720	LUCAN COMMUNITY TELEVISION INC				4,725.00					



IFX 4/1/26 4:16PM  
3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
					Amount	1 Transactions	Paid On Bnf #	On Behalf of Name	
53720	LUCAN COMMUNITY TELEVISION INC					4,725.00			
55610	M-R SIGN CO INC					5,217.25	5 Transactions		
43	03-310-000-0000-6501				Chevron	1,789.75		ROAD MAINTENANCE SUPPLIES & N	N
44	03-310-000-0000-6501				Delineators	828.00		ROAD MAINTENANCE SUPPLIES & N	N
45	03-310-000-0000-6501				Object Marker	1,608.80		ROAD MAINTENANCE SUPPLIES & N	N
46	03-310-000-0000-6501				All Way Signs	115.70		ROAD MAINTENANCE SUPPLIES & N	N
47	03-310-000-0000-6501				Sign Shop Supplies	875.00		ROAD MAINTENANCE SUPPLIES & N	N
55389	MARC					1,361.69	1 Transactions	SHOP MATERIALS & SUPPLIES	N
49	03-330-000-0000-6502				Shop Supplies	1,361.69	1 Transactions		
55673	MARKS BODY & GLASS LLC					434.00	2 Transactions		
51	03-330-000-0000-6306				Front Bumper Paint Repair	380.00		MAINTENANCE - EQUIPMENT	Y
50	03-330-000-0000-6503				Paint Supplies	54.00		EQUIPMENT REPAIR PARTS & SUPP	Y
55697	MATHESON TRI-GAS INC					669.31	1 Transactions		
52	03-330-000-0000-6502				5 Year HP Cyl Leases	669.31	1 Transactions	SHOP MATERIALS & SUPPLIES	N
56300	MEADOWLAND FARMERS COOP					20.00	1 Transactions		
53	03-330-000-0000-6502				Pipe for Diesel Tank	20.00	70195	SHOP MATERIALS & SUPPLIES	N
56913	MIDWEST SUPPLY OF TRACY INC					87.96	2 Transactions		
55	03-330-000-0000-6502				Propane Torch Kit	56.99		SHOP MATERIALS & SUPPLIES	N
54	03-330-000-0000-6503				Brushes	30.97		EQUIPMENT REPAIR PARTS & SUPP	N
57911	MINNESOTA COUNTY ENGINEER ASSOCIA'					1,035.00	1 Transactions		
48	03-301-000-0000-6242				2026 MCEA Membership Dues - Ni	1,035.00	1 Transactions	DUES	N
57928	MINNESOTA COUNTY HWY ACCOUNTANTS					500.00	1 Transactions		
56	03-301-000-0000-6332				Conference Registration - Jacq	500.00	1 Transactions	STAFF DEVELOPMENT	N



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3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	Paid On Bnf #	On Behalf of Name
57397	MN DEPT OF TRANSPORTATION										
57	03-320-000-0000-6505				135.00	Add'l copy of MN MUTCD Printin			ENG. & CONST.MATERIALS & SUPPI		N
58	03-320-000-0000-6291				599.23	Material Testing & Inspection		P00021080	PROFESSIONAL & TECHNICAL SER		N
57397	MN DEPT OF TRANSPORTATION				734.23		2 Transactions				
63542	NORTH CENTRAL INTERNATIONAL LLC										
59	03-330-000-0000-6503				3,418.26	Repair Parts (Drive Axel, Seal	1 Transactions		EQUIPMENT REPAIR PARTS & SUPP		N
63542	NORTH CENTRAL INTERNATIONAL LLC				3,418.26						
69647	PARKER-SCHMIDT/ANGELA R										
60	03-301-000-0000-6401				15.00	Update Office Decal	1 Transactions	3887	OFFICE SUPPLIES		N
69647	PARKER-SCHMIDT/ANGELA R				15.00						
76001	RDO EQUIPMENT CO										
61	03-330-000-0000-6503				2,307.48	Broom Cores	1 Transactions	P0406911	EQUIPMENT REPAIR PARTS & SUPP		N
76001	RDO EQUIPMENT CO				2,307.48						
78815	RSS GROUP INTERNATIONAL INC										
63	03-330-000-0000-6502				347.62	Knives, Drill Bit Set			SHOP MATERIALS & SUPPLIES		N
64	03-330-000-0000-6502				94.82	Shop Supplies			SHOP MATERIALS & SUPPLIES		N
62	03-330-000-0000-6503				1,195.00	Fluke	3 Transactions		EQUIPMENT REPAIR PARTS & SUPP		N
78815	RSS GROUP INTERNATIONAL INC				1,637.44						
76758	RTS LLC										
66	03-310-000-0000-6501				36.00	Tire Disposal			ROAD MAINTENANCE SUPPLIES & M		Y
65	03-330-000-0000-6306				30.00	Tire Repair	2 Transactions		MAINTENANCE - EQUIPMENT		Y
76758	RTS LLC				66.00						
79500	RUNNINGS FARM & FLEET										
67	03-310-000-0000-6501				92.98	Mailbox			ROAD MAINTENANCE SUPPLIES & M		N
69	03-310-000-0000-6507				213.98	PPE			MISCELLANEOUS EXPENSES		N
71	03-330-000-0000-6502				109.97	Shop Supplies			SHOP MATERIALS & SUPPLIES		N
68	03-330-000-0000-6503				907.37	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP		N
70	03-330-000-0000-6503				49.99	Repair Part	5 Transactions		EQUIPMENT REPAIR PARTS & SUPP		N
79500	RUNNINGS FARM & FLEET				1,374.29						
80075	SAFETY-KLEEN SYSTEMS INC										
74	03-330-000-0000-6502				144.96	Parts Washer	1 Transactions		SHOP MATERIALS & SUPPLIES		N
80075	SAFETY-KLEEN SYSTEMS INC				144.96						



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3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	On Behalf of Name
76	80084	SALFER WELDING MFG & REPAIR LLC			934.50	Repair Wings on Box End Gate			MAINTENANCE - EQUIPMENT	Y
75		03-330-000-0000-6306			88.78	Misc Metal			EQUIPMENT REPAIR PARTS & SUPP	Y
	80084	SALFER WELDING MFG & REPAIR LLC			<b>1,023.28</b>		2 Transactions			
72	80491	SCHARFENCAMP/CURT			190.00	Boot Reimbursement			MISCELLANEOUS EXPENSES	N
	80491	SCHARFENCAMP/CURT			<b>190.00</b>		1 Transactions			
78	82465	SMI & HYDRAULICS INC			660.00	Repair Hoist Cylinders			MAINTENANCE - EQUIPMENT	N
80		03-330-000-0000-6306			385.00	Repair Plow Cylinders			MAINTENANCE - EQUIPMENT	N
77		03-330-000-0000-6503			195.21	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	N
79		03-330-000-0000-6503			942.85	Seal Kit			EQUIPMENT REPAIR PARTS & SUPP	N
	82465	SMI & HYDRAULICS INC			<b>2,183.06</b>		4 Transactions			
73	83680	STONEBROOKE ENGINEERING, INC			18,920.10	Professional Engineering		R-002202.00-4	PROFESSIONAL & TECHNICAL SER	N
	83680	STONEBROOKE ENGINEERING, INC			<b>18,920.10</b>		1 Transactions			
81	88555	TREML/JOANNE			304.94	Parcel #60-033-2040			RIGHT OF WAY-TEMP.EASE.& OTHE	N
	88555	TREML/JOANNE			<b>304.94</b>		1 Transactions			
82	88743	TRUCK CENTER COMPANIES EAST LLC			536.84	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	Y
	88743	TRUCK CENTER COMPANIES EAST LLC			<b>536.84</b>		1 Transactions			
84	90661	VALLEY EARTHWORKS INC			817.50	Road Blading			EQUIPMENT RENTAL	N
85		03-310-000-0000-6341			7,067.50	Plowing			EQUIPMENT RENTAL	N
86		03-310-000-0000-6341			2,590.00	Road Blading		1363	EQUIPMENT RENTAL	N
87		03-310-000-0000-6341			492.50	Road Blading		1456	EQUIPMENT RENTAL	N
88		03-310-000-0000-6341			760.00	Road Blading		1470	EQUIPMENT RENTAL	N
	90661	VALLEY EARTHWORKS INC			<b>11,727.50</b>		5 Transactions			
83	91159	VAULT HEALTH			61.16	Drug Testing			MISCELLANEOUS EXPENSES	N
	91159	VAULT HEALTH			<b>61.16</b>		1 Transactions			



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3 ROAD AND BRIDGE

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
								Paid On Bnf #	On Behalf of Name	
89	91230	VESTIS SERVICES LLC			299.46	Uniforms, Mats, Shop Towels	1 Transactions		SHOP MATERIALS & SUPPLIES	Y
		03-330-000-0000-6502			<b>299.46</b>					
91	93073	WENDORFF WELDING & FABRICATION			95.50	Shop Supplies			SHOP MATERIALS & SUPPLIES	N
90		03-330-000-0000-6503			275.00	Repair Part	2 Transactions		EQUIPMENT REPAIR PARTS & SUPP	N
		03-330-000-0000-6503			<b>370.50</b>					
92	93110	WIDSETH SMITH NOLTING & ASSOCIATES I			31,425.00	Professional Engineering	7 Transactions	243460	PROFESSIONAL & TECHNICAL SER	N
93		03-320-000-0000-6291			6,467.50	Professional Engineering		243498	PROFESSIONAL & TECHNICAL SER	N
94		03-320-000-0000-6291			1,695.00	Professional Engineering		243499	PROFESSIONAL & TECHNICAL SER	N
95		03-320-000-0000-6291			945.00	Professional Engineering		243500	PROFESSIONAL & TECHNICAL SER	N
96		03-320-000-0000-6291			1,145.88	Professional Engineering		243501	PROFESSIONAL & TECHNICAL SER	N
97		03-320-000-0000-6291			5,797.50	Professional Engineering		243502	PROFESSIONAL & TECHNICAL SER	N
98		03-320-000-0000-6291			1,100.00	Professional Engineering		243503	PROFESSIONAL & TECHNICAL SER	N
		03-320-000-0000-6291			<b>48,575.88</b>					
99	99028	ZACKS INC			1,106.47	Shop Supplies	1 Transactions	37832	SHOP MATERIALS & SUPPLIES	N
		03-330-000-0000-6502			<b>1,106.47</b>					
100	99250	ZEP SALES & SERVICE			3,059.81	Parts Washer	1 Transactions	9012457839	CAPITAL OUTLAY (\$5,000 AND OVER)	N
		03-310-000-0000-6601			<b>3,059.81</b>					
101	99290	ZIEGLER INC			269.21	Repair Parts			EQUIPMENT REPAIR PARTS & SUPP	N
102		03-330-000-0000-6503			15,200.00	Sullair Air Compressor - Unit	2 Transactions	IN002321992	CAPITAL OUTLAY (\$5,000 AND OVER)	N
		03-310-000-0000-6601			<b>15,469.21</b>					
		03-310-000-0000-6601								
	<b>3 Fund Total:</b>				<b>318,772.68</b>	<b>ROAD AND BRIDGE</b>	<b>56 Vendors</b>	<b>56 Vendors</b>	<b>102 Transactions</b>	
	<b>Final Total:</b>				<b>318,772.68</b>	<b>56 Vendors</b>	<b>102 Transactions</b>			



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

<b>Recap by Fund</b>	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	3	318,772.68	ROAD AND BRIDGE
	All Funds	318,772.68	Total
			Approved by, .....
			.....
			.....



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b> 4/7/2026	<b>Originating Dept.:</b> Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b> Next	
<b>Discussion Item:</b>	<b>Presenter:</b> Jeff Bommersbach, Assistant County Highway Engineer
Approve flowage easements	<b>estimated time needed:</b> 5 minutes
<b>Board Action:</b> <input checked="" type="checkbox"/> Yes, action required <input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve flowage easement acquisition for construction project 25-5 (SP 064-620-011) on parcels 66-030-2020 and 66-030-2040.

**Background Information:**

12/16/2025 the board approved the BWSR grant agreement for the Springdale 30 Road Retention project. The agreement allocated a portion of funds to be used for acquisition of flowage easements. This action will pay the easements associated with it.

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 \*\***

**General Fund**

**Grant Agreement – Construction Grant**

**for the**

**Springdale 30 Road Retention**

**(Redwood County)**

**Project**

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**General Fund**  
**Grant Agreement - Construction Grant**  
**for the**  
Springdale 30 Road Retention (Redwood County)  
**Project**

**THIS AGREEMENT** shall be effective as of \_\_\_\_\_, 2025, and is between Redwood County, (the “Grant Recipient”), and the Minnesota Board of Water and Soil Resources (the “State Entity”).

**RECITALS**

A. Under the provisions contained in the Laws of Minnesota 2023 Regular Session, Chapter 71, Article 1, Section 4, appropriated Capital Improvement to the Board of Water and Soil Resources for one or more grants to local governments for the state’s share of a grant to prevent or alleviate flood damage in Area II of the Minnesota River Basin. This \$1,500,000 is not available until the board determines that \$1 has been committed from nonstate sources for every \$3 of state grant funding; and

B. The monies allocated to fund the grant to the Grant Recipient are appropriated money from the State of Minnesota’s general fund; and

C. The Grant Recipient and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grant Recipient.

**IN CONSIDERATION** of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

**Article I - Definitions**

**Section 1.01 Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Grant Recipient and disbursed in accordance with the provisions contained in Article IV hereof.

“Agreement” - means this General Funds Grant Agreement Construction Grant for the Springdale 30 Road Retention Project.

“Architect”, if any – means N/A, which will administer the Construction Contract Documents on behalf of the Grant Recipient.

“Commissioner of Management and Budget” - means the State of Minnesota acting through its Commissioner of Management and Budget, and any designated representatives thereof.

“Completion Date” – means December 31, 2026 the date of projected completion of the Project as specified in the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Project including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Grant Recipient and the Contractor or Contractors concerning the Project and which provide for the completion of the Project on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Declaration” - means a declaration, or declarations, in the form as **Attachment I** and all amendments thereto, indicating that the Grant Recipient’s interest in the Real Property and, if applicable, the Facility is subject to the provisions of this Agreement.

“Draw Requisition” - means a draw requisition that the Grant Recipient, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 4.02.

“Event of Default” - means those events delineated in Section 2.05.

“Facility”, if applicable, - means N/A which is located, or will be constructed and located, on the Real Property.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released at the time of acquisition by the purchaser.

“Grant” - means a grant of monies from the State Entity to the Grant Recipient in an amount of \$73,755.75.

“Grant Recipient” - means Redwood County.

“Inspecting Engineer”, if any - means the State Entity’s construction inspector, or its designated consulting engineer.

“Project” - means the acquisition of an interest in the Real Property and, if applicable, the Facility, along with the performance of those activities indicated in Section 2.03.

“Real Property” - means the real property located in the County of Redwood, State of Minnesota, legally described in **Attachment II**.

“State Entity” - means the Minnesota Board of Water and Soil Resources.

“Use Contract” - means a lease, management contract or other similar contract between Grant Recipient and any other entity, and which involves or relates to the Real Property and, if applicable, the Facility.

“Usee” - means any entity with which the Grant Recipient contracts under a Use Contract.

“Useful Life of the Real Property and, if applicable, the Facility” – means the term set forth in Section 2.04.T. of this Agreement.

## Article II - GRANT

**Section 2.01 Grant of Monies.** The State Entity shall issue the Grant to the Grant Recipient and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan.

**Section 2.02 Use of Grant Proceeds.** The Grant Recipient shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities:

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property;
- Acquisition of a leasehold interest in the Real Property;
- Acquisition of an easement on the Real Property;
- Improvement of the Real Property;
- Acquisition of the Facility;
- Improvement of the Facility;
- Renovation or rehabilitation of the Facility;
- Construction of the Facility; or
- \_\_\_\_\_ «13» \_\_\_\_\_.

**Section 2.03 Operation of the Real Property and Facility.** The Grant Recipient shall operate the Real Property and, if applicable, the Facility, or cause it to be operated, as a structure for floodwater retention, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Use Contracts with Usees to so operate the Real Property and, if applicable, the Facility; provided that such Use Contracts must fully comply with all of the

provisions contained in Section 3.01. The Grant Recipient shall also annually determine that the Real Property and, if applicable, the Facility are being so used, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity.

**Section 2.04 Grant Recipient Representations and Warranties.** The Grant Recipient further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Grant Recipient enforceable against the Grant Recipient in accordance with their respective terms.

C. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

D. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to the State Entity or which it will submit to the State Entity in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

E. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, the Facility, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

F. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

G. The contemplated use of the Real Property and, if applicable, the Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

H. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

I. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

J. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been, or will be, obtained.

K. It will operate, maintain, and manage the Real Property and, if applicable, the Facility in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, the Facility.

L. It has, or will acquire, the following interest in the Real Property and, if applicable, the Facility, and, in addition, will possess all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property:

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule, or session law, then insert the citation:

- An easement for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the easement is for a term authorized by a Minnesota statute, rule, or session law, then insert the citation: \_\_\_\_\_.)

Ownership Interest in, if applicable, the Facility:

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule, or session law, then insert the citation: \_\_\_\_\_.)

- Not applicable because there is no Facility.

and such interests are or will be subject only to those easements, covenants, conditions, and restrictions that will not materially interfere with the completion of the Project and the intended operation and use of the Real Property and, if applicable, the Facility, or those easements, covenants, conditions, and restrictions which are specifically consented to, in writing, by the State Entity.

M. It will fully enforce the terms and conditions contained in any Use Contract.

N. It has complied with the matching funds requirement, if any, contained in Section 5.23.

O. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

P. The Project will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and will be situated entirely on the Real Property.

Q. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its conduct of work on the Project.

R. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity.

S. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Grant Recipient has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Grant Recipient proposes to take with respect thereto.

T. The Useful Life of the Real Property and, if applicable, Facility is 25 years.

U. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Management and Budget.

**Section 2.05 Event(s) of Default.** The following events shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement upon the State Entity giving the Grant Recipient 30 days written notice of such event, and the Grant Recipient's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grant Recipient is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by the State Entity, constitute an Event

of Default under this Agreement immediately upon the State Entity giving the Grant Recipient written notice of such event.

A. If any representation, covenant, or warranty made by the Grant Recipient herein, in any Draw Requisition, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grant Recipient fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

**Section 2.06 Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Management and Budget may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make Advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner of Management and Budget, as a third-party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Grant Recipient be returned to it, and upon such demand the Grant Recipient shall return such portion to the Commissioner of Management and Budget.

C. Either the State Entity or the Commissioner of Management and Budget, as a third-party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of Management and Budget would otherwise possess.

If the Grant Recipient does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Management and Budget, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grant Recipient is entitled to receive from the State of Minnesota.

**Section 2.07 Notification of Event of Default.** The Grant Recipient shall furnish to both the State Entity and the Commissioner of Management and Budget, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grant Recipient proposes to take with respect thereto.

**Section 2.08 Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and

effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the purpose set forth in Section 2.03 after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the State Entity shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

**Section 2.09 Modification and/or Early Termination of Grant.** If the Project is not started on or before November 1, 2026, or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon (a) the termination of the Grant Recipient's leasehold or easement interest in the Real Property in accordance with the terms of such lease or easement, or (b) the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of Management and Budget in compliance with the provisions contained in Section 3.03. Upon such termination the State Entity shall execute and deliver to the Grant Recipient such documents as are required to release the Real Property and, if applicable, the Facility, from the effect of the Declaration.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

**Section 2.10 Effect of Event of Default.** If an Event of Default occurs and the Grant Recipient is required to and does return the amount specified in Section 2.06.B to the Commissioner of Management and Budget, then the following shall occur.

A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Grant Recipient shall be credited against any amount that shall be due to the Commissioner of Management and Budget under Section 3.03 and against any amount that becomes due and payable because of any other Event of Default.

**Section 2.11 Excess Funds.** If the full amount of the Grant and any matching funds referred to in Section 5.23 are not needed to complete the Project, then, unless language in the legislation that authorized the Grant indicates otherwise, the Grant shall be reduced by the amount not needed.

### **Article III - USE AND SALE**

**Section 3.01 Use Contracts.** Each and every Use Contract that the Grant Recipient enters into must comply with the following requirements:

A. The purpose for which the Use Contract was entered into must be a governmental purpose.

B. It must contain a provision setting forth the statutory authority under which the Grant Recipient is entering into the Use Contract and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order to carry out the purpose for which the Grant was allocated and must recite the purpose.

D. It must be for a term, including any renewals that are solely at the option of the Grant Recipient, that is, if applicable, substantially less than the useful life of the structures and improvements that make up the Facility, but may allow for renewals beyond the original term upon a determination by the Grant Recipient that the use continues to carry out the specific purpose for which the Grant was allocated. A term that is equal to or shorter than 50% of the useful life of the structures and improvements that make up the Facility will meet the requirement that it be for a time period that is substantially shorter than the useful life of such structures and improvements.

E. It must allow for termination by the Grant Recipient in the event of a default thereunder by the Usee, or in the event that the specific purpose for which the Grant was allocated is terminated or changed.

F. It must require the Usee to pay all costs of operation and maintenance of the Real Property and, if applicable, the Facility, unless the Grant Recipient is authorized by law to pay such costs and agrees to pay such costs.

G. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Usee to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, Subd. 1, as it may be amended, modified, or replaced from time to time, for the term of the Use Contract.

**Section 3.02 Sale.** The Grant Recipient shall not sell any part of its ownership interest in the Real Property or, if applicable, the Facility unless all of the following provisions have been complied with fully.

- A. The Grant Recipient determines, by official action, that it is no longer usable or needed to prevent or alleviate flood damage within the Area II MN River Basin watershed.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. Written notice of such proposed sale has been supplied to both the State Entity and the Commissioner of Management and Budget at least 30 days prior thereto.

The acquisition of the Grant Recipient's interest in the Real Property and, if applicable, the Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation of thereof, by a lender that has provided monies for the acquisition of the Grant Recipient's interest in or betterment of the Real Property and, if applicable, the Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, the Facility in a manner which is not inconsistent with the program specified in Section 2.03 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, the Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.03.

**Section 3.03 Proceeds of a Sale.** Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

- A. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.
- B. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.
- C. Any remaining portion, after the distributions specified in Sections 3.03A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Grant actually disbursed.

## Article IV - DISBURSEMENT OF GRANT PROCEEDS

**Section 4.01 The Advances.** The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Grant Recipient from time to time in an aggregate total amount equal to the amount of the Grant. Provided, however, in accordance with the provisions contained in Section 2.08, the State Entity's obligation to make Advances shall terminate as of the date which occurs 5 years from the effective date of this Agreement even if all of the Grant has not been disbursed by such date.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.23 that have been disbursed})$$

Formula #2

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

**Section 4.02 Draw Requisitions.** Whenever the Grant Recipient desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Grant Recipient shall submit to the State Entity a Draw Requisition duly executed on behalf of the Grant Recipient or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Grant Recipient and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Project site in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Project site will be made by the State Entity unless the Grant Recipient shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Grant Recipient shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before substantial completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Project and correction of material defects in workmanship or

materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Grant Recipient shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Grant Recipient has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Grant Recipient.

**Section 4.03 Additional Funds from Grant Recipient.** If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, then the State Entity may send written notice thereof to the Grant Recipient specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grant Recipient agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

**Section 4.04 Conditions Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Grant Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Grant Recipient.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has sufficient funds to fully and completely pay for the entire Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient is in compliance with the matching funds requirements, if any, contained in Section 5.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Grant Recipient currently possesses or will use the Grant to acquire the ownership interest delineated in Section 2.04.L.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, the Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations and have been duly approved by the applicable municipal or governmental authorities having jurisdiction.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the completion of the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, the Facility to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has the ability and a plan to fund the program which will be operated on the Real Property and, if applicable, in the Facility.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Project substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Project or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Grant Recipient dual obligees thereunder, or such other evidence as may be acceptable to the Grant Recipient and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the policies of insurance required under Section 5.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 5.10 and all additional applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified, or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 5.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 5.10.C have received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have been notified pursuant to Section 5.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, or if such a determination has been made and notice thereof sent to the Grant Recipient then the Grant Recipient has supplied or has caused some other entity to supply the necessary funds in accordance with Section 4.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

Q. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

R. The Grant Recipient has supplied to the State Entity all other items that the State Entity may reasonably require.

**Section 4.05 Construction Inspections.** The Grant Recipient and the Architect, if any, shall be responsible for making their own inspections and observations of the Project, and shall determine to their own satisfaction that the work done, or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the applicable contracts with such Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Grant Recipient and the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grant Recipient shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer may conduct such inspections of the Project as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Grant Recipient will not rely thereon.

## Article V - MISCELLANEOUS

**Section 5.01 Insurance.** The Grant Recipient shall maintain or cause to be maintained builders risk insurance and fire and extended coverage insurance on the Facility, if such exists, in an amount equal to the full insurable value thereof, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occurs to the Facility, if such exists, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the Real Property and the damaged Facility, if such exists, in accordance with the provisions contained in Section 3.02. If the Grant Recipient elects to only partially repair such damage, then the portion of the insurance proceeds which are not used for such repair shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and Facility, if such exists, had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and Facility, if such exists. If the Grant Recipient elects to sell its interest in the Real Property and the damaged Facility, if such exists, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Grant Recipient all insurance proceeds it receives so that the Grant Recipient can comply with the requirements that this Section 5.01 imposes upon the Grant Recipient as to the use of such insurance proceeds.

If the Grant Recipient elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, if such exists, then the Grant Recipient shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner of Management and Budget, the Grant Recipient shall promptly furnish thereto all written notices and all paid premium receipts received by the Grant Recipient regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

**Section 5.02 Condemnation.** If all or any portion of the Real Property and, if applicable, the Facility is condemned to an extent that the Grant Recipient can no longer comply with the provisions contained in Section 2.03, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grant Recipient to continue to comply with the provisions contained in Section 2.03 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and, if applicable, the Facility had been sold, and such

amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility. If the Grant Recipient elects to sell its interest in the portion of the Real Property and, if applicable, the Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign, or pay over to the Grant Recipient all of such condemnation awards or proceeds it receives so that the Grant Recipient can comply with the requirements which this Section 5.02 imposes upon the Grant Recipient as to the use of such condemnation awards or proceeds.

**Section 5.03. Use, Maintenance, Repair and Alterations.** The Grant Recipient shall not, without the written consent of the State Entity, permit or suffer the use of any of the Real Property and, if applicable, the Facility, for any purpose other than the use for which the same is intended as of the effective date of this Agreement. In addition, the Grant Recipient: (i) shall keep the Real Property and, if applicable, the Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) shall not, without the written consent of the State Entity, remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Facility, if applicable, (iii) shall not do any act or thing which would unduly impair or depreciate the value of the Real Property and, if applicable, the Facility, (iv) shall not abandon the Real Property and, if applicable, the Facility, (v) shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (vi) shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property and, if applicable, the Facility, or any part thereof, or requiring any alterations or improvements thereto, (vii) shall not commit or permit any waste or deterioration of the Real Property and, if applicable, the Facility, (viii) shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (ix) shall comply with the provisions of any lease if the Grant Recipient's interest in the Real Property and, if applicable, the Facility, is a leasehold interest, (x) shall comply with the provisions of any condominium documents if the Real Property and, if applicable, the Facility, is part of a condominium regime, (xi) shall not remove any fixtures or personal property from the Real Property and, if applicable, the Facility, that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, and (xii) shall not commit, suffer or permit any act to be done in or upon the Real Property and, if applicable, the Facility, in violation of any law, ordinance or regulation.

**Section 5.04 Records Keeping and Reporting.** The Grant Recipient shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Project and operation of the Real Property and, if applicable, the Facility, and compliance with the requirements contained in this Agreement, and upon request shall allow or cause the entity which is maintaining such items to allow the State

Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Grant Recipient shall use or cause the entity which is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents, and other evidence for a period of 6 years from the date that the Project is fully completed and placed into operation.

**Section 5.05 Inspection of Facility After Completion.** Upon reasonable request by the State Entity the Grant Recipient shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, the Facility to allow, the State Entity to inspect the Real Property and, if applicable, the Facility.

**Section 5.06 Data Practices.** The Grant Recipient agrees with respect to any data that it possesses regarding the Grant, the Project, or the Real Property and, if applicable, the Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

**Section 5.07 Non-Discrimination.** The Grant Recipient agrees to not engage in discriminatory employment practices in the completion of the Project, or operation or management of the Real Property and, if applicable, the Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

**Section 5.08 Worker's Compensation.** The Grant Recipient agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, Subd. 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified, or replaced from time to time, with respect to the completion of the Project, and the operation or management of the Real Property and, if applicable, the Facility.

**Section 5.09 Antitrust Claims.** The Grant Recipient hereby assigns to the State Entity and the Commissioner of Management and Budget all claims it may have for over charges as to goods or services provided in its completion of the Project, and operation or management of the Real Property and, if applicable, the Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.10 Review of Plans and Cost Estimates.** The Grant Recipient agrees to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Grant Recipient and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Grant Recipient shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified, or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Grant Recipient shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Grant Recipient shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Grant Recipient must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 5.10.C.

E. The program plan and cost estimates referred to in Section 5.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified, or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 5.10.B and the program plan and cost estimates referred to in Section 5.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Grant Recipient shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) completed in accordance with the program plan and cost estimates referred to in Section 5.10.C, (ii) completed in accordance with the time schedule

contained in the program plan referred to in Section 5.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 5.10.C.

Provided, however, the provisions and requirements contained in this Section 5.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

**Section 5.11 Prevailing Wages.** The Grant Recipient agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified, or replaced from time to time with respect to the Project and the operation of the Real Property and, if applicable, Facility as intended by the Minnesota Legislature. By agreeing to this provision, the Grant Recipient is not acknowledging or agreeing that the cited provisions apply to the Project or to the operation of the Real Property and, if applicable, Facility.

**Section 5.12 Liability.** The Grant Recipient and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Management and Budget is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified, or replaced from time to time. If the Grant Recipient is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grant Recipient, including but not limited to the indemnification provided under Section 5.13, is governed by the provisions contained in such Chapter 466.

**Section 5.13 Indemnification by the Grant Recipient.** The Grant Recipient shall bear all loss, expense (including attorneys’ fees), and damage in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, whether or not due to any act of omission or commission, including negligence of the Grant Recipient or any Contractor or his or their employees, servants or agents,

and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their employees, servants or agents.

The Grant Recipient further agrees to indemnify, save, and hold the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grant Recipient, its officers, employees, or agents, or by any Usee, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.06.

The Grant Recipient's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grant Recipient, or subject to any exclusions from coverage in any insurance policy.

**Section 5.14 Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, nor shall the Grant Recipient be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota in the performance of this Agreement, the completion of the Project, or operation of the Real Property and, if applicable, the Facility.

The Grant Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Project and the operation and maintenance of the Real Property and, if applicable, the Facility. All personnel of the Grant Recipient or other persons while engaging in the performance of this Agreement, the completion of the Project, or the operation and maintenance of the Real Property and, if applicable, the Facility shall not have any contractual relationship with either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grant Recipient, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.15 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grant Recipient at:

Redwood County  
Redwood County Government Center  
403 S. Mill Street  
Redwood Falls, MN 56283  
Attention: Vicki Knobloch Kletscher, County Administrator

To the State Entity at:

MN Board of Water and Soil Resources  
520 Lafayette Road North  
St. Paul, MN 55155  
Attention: Amie Wunderlich, Chief Financial Officer

To the Commissioner of Management and Budget at:

Minnesota Department of Management and Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner of Management and Budget

**Section 5.16 Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grant Recipient and the State Entity, and their respective successors and assigns. Provided, however, that neither the Grant Recipient nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grant Recipient or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

**Section 5.17 Waiver.** Neither the failure by the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third-party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.18 Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grant Recipient and the State Entity, and there are no other agreements, either oral or written, between the Grant Recipient and the State Entity on the subject matter hereof.

**Section 5.19 Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

**Section 5.20 Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.21 Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

**Section 5.22 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

**Section 5.23 Matching Funds.** The Grant Recipient must obtain and supply the following matching funds, if any, for the completion of the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

**\$ 24,585.25 Area II Minnesota River Basin Projects**

**\$ 24,585.25 Total 25% match**

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Project. The Grant Recipient shall supply to the Commissioner of Management and Budget whatever documentation the Commissioner of Management and Budget may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of Management and Budget.

**Section 5.24 Source and Use of Funds.** The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.

- (iii) Other funds supplied by the Grant Recipient, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grant Recipient must provide to the State Entity and the Commissioner of Management and Budget a detailed description of such conditions and what is being done to satisfy such conditions.

The Grant Recipient shall also supply whatever other information and documentation that the State Entity or the Commissioner of Management and Budget may request to support or explain any of the information contained in **Attachment III**.

The value of the Grant Recipient's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the legislation that authorized the Grant, be provided by either the Grant Recipient or a Usee under a Use Contract.

**Section 5.25 Project Completion Schedule.** The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

**Section 5.26 Third-Party Beneficiary.** The public program to be operated in conjunction with the Real Property and, if applicable, the Facility will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of Management and Budget, is and shall be a third-party beneficiary of this Agreement.

**Section 5.27 Applicability to Real Property and Facility.** This Agreement applies to the Grant Recipient's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grant Recipient's interest in the Real Property.

**Section 5.28 E-Verification.** The Grant Recipient agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and

that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

**Section 5.29 Additional Requirements.** The Grant Recipient and the State Entity agree to comply with the following additional requirements.

(If there are no additional requirements then insert the word “NONE”.)

**American-Made Steel.** Minnesota Laws 2014, Chapter 295, Section 21 (the “Act”), requires public entities receiving an appropriation of public money for a project in that Act to ensure those facilities are built with American-made steel, to the extent practicable. The Grant Recipient shall comply with this requirement and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

«19»

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

**IN TESTIMONY HEREOF**, the Grant Recipient and the State Entity have executed this General Fund Grant Agreement – Construction Grant for the Springdale 30 Road Retention Project on the day and date indicated immediately below their respective signatures.

**GRANT RECIPIENT:**

Redwood County, a County Government Unit

By:   
Rick Wakefield

Its: Chairman, Board of Commissioners

And:   
Vicki Knobloch Kletscher

Its: Administrator

Dated: December 14, 2025

**STATE ENTITY:**

MN Board of Water and Soil Resources

By: \_\_\_\_\_  
Amie Wunderlich

Its: Chief Financial Officer

Dated: \_\_\_\_\_, 2025

Attachment I -  
DECLARATION

STATE OF MINNESOTA – GENERAL FUND CONSTRUCTION GRANT  
SPRINGDALE 30 ROAD RETENTION

The undersigned has the following interest in the real property legally described in Exhibit A attached hereto and all facilities situated thereon (the "Restricted Property"):

(Check the appropriate box.)

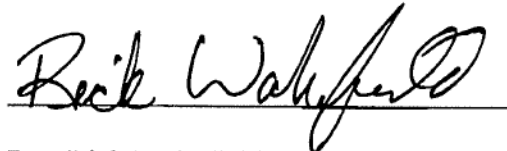
a fee simple title

a lease

an easement,

and as owner of such fee title, lease, or easement, does hereby declare that such interest in the Restricted Property is subject to those provisions, requirements, restrictions, and encumbrances contained in the "General Fund Grant Agreement Construction Grant for the Springdale 30 Road Retention Project" dated December 16, 2025, between Redwood County and the Minnesota Board of Water and Soil Resources. The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances for 125% of the useful life of the Restricted Property or until the Restricted Property is sold pursuant to the terms of the Grant Agreement, at which time it shall be released therefrom by way of a written release in recordable form signed by the Commissioner of Minnesota Board of Water and Soil Resources, and such written release is recorded in the real estate records relating to the Restricted Property.

(SIGNATURE BLOCK AND ACKNOWLEDGEMENT)



By: Rick Wakefield

Title: Chairman, Redwood County Board of Commissioners

Dated: December 16, 2025



By: Vicki Knobloch Kletscher

Title: Administrator, Redwood County

Dated: December 16, 2025

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF REDWOOD         )

This forgoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2025, by Rick Wakefield, the Chairman of the Board of Commissioners, and Vicki Knobloch Kletscher, the County Administrator, respectively, of Redwood County, Minnesota.

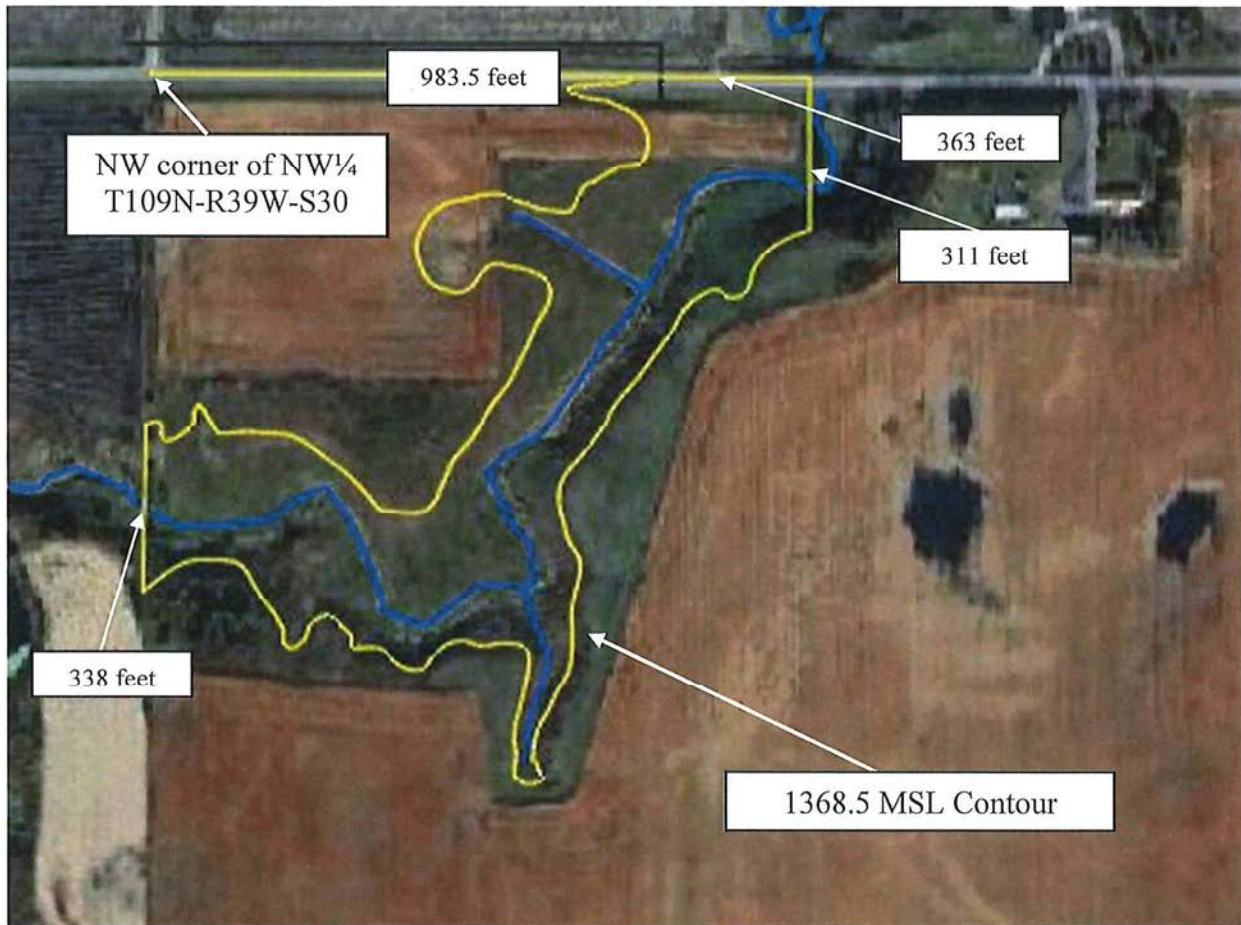


  
\_\_\_\_\_  
Notary Public

This Declaration was drafted by:  
Kerry Netzke, Executive Director  
Area II Minnesota River Basin Projects  
1424 East College Drive  
Suite 300  
Marshall, MN 56258

**Exhibit A to Declaration**  
**LEGAL DESCRIPTION OF RESTRICTED PROPERTY**

The flowage easement for the Springdale 30 (CSAH 20) Road Retention shall commence at the Northwest corner of the Northwest Quarter (NW¼) of Springdale Township, Section 30, T109N-R39W, thence East along the north line of said section a distance of approximately 983.5 feet to MSL elevation 1368.5 (Point of Beginning), thence continuing East along the north line of said section a distance of approximately 363 feet to the property corner, thence South a distance of approximately 311 feet to the contour line of MSL elevation 1368.5, thence in southeasterly direction along the contour line of MSL elevation 1368.5 to the west property line, thence North along said west property line a distance of 338 feet to the contour line of MSL elevation 1368.5, thence in a northwesterly direction along the contour line of MSL elevation 1368.5 to the Point of Beginning, and there terminating.



**Attachment II -  
LEGAL DESCRIPTION**

Real property in Redwood County, Minnesota described as:

Parcel Number 66-030-2020

The Northwest Quarter (NW¼) of Section Thirty (30), Township One Hundred Nine (109) North, Range Thirty-nine (39) West of the Fifth Principal Meridian, EXCEPTING THEREFROM the following-described tract: Commencing at the northeast corner of the NW¼ of Section 30; thence West along the North section line of said Section a distance of 495 feet to the point of beginning; thence West along the North Section line of said Section a distance of 800 feet; thence South at right angles a distance of 360 feet; thence East at right angles a distance of 800 feet; thence North at right angles a distance of 360 feet to the point of beginning.



**Attachment II -  
LEGAL DESCRIPTION**

Source of Funds		Use of Funds	
<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
<b>State Funds</b>		<b>Ownership Acquisition and Other Items Paid for with Grant Funds</b>	
Grant	\$ 73,755.75	Purchase of Ownership Interest	\$ _____
<b>Other State Funds</b>		Other Items of a Capital Nature:	
	\$ _____	Project Construction	\$ 18,750.00
	\$ _____	Geotechnical Engineering/ Soil Borings & Testing	\$ 23,250.00
Subtotal	<b>\$ 73,755.75</b>	County Engineering/Inspection/ Contract Administration	\$ 22,500.00
<b>Matching Funds</b>		Flowage Easements	\$ 9,048.75
		Recording Fees	\$ 207.00
Area II MN River Basin	\$ 24,585.25	Subtotal	<b>\$ 73,755.75</b>
Subtotal	<b>\$ 24,585.25</b>	<b>Items Paid for with Non-Grant Funds</b>	
<b>Other Grant Recipient Funds</b>		Project Construction	\$ 6,250.00
	\$ _____	Geotechnical Engineering/ Soil Borings & Testing	\$ 7,750.00
	\$ _____	County Engineering/Inspection/ Contract Administration	\$ 7,500.00
Subtotal		Flowage Easements	\$ 3,016.25
		Recording Fees	\$ 69.00
		Subtotal	<b>\$ 24,585.25</b>
<b>Prepaid Project Expenses</b>			
	\$ _____		
	\$ _____		
Subtotal	\$ _____		
<b>TOTAL FUNDS</b>	<b>\$ 98,341.00</b>	<b>TOTAL PROJECT COSTS</b>	<b>\$ 98,341.00</b>

**Attachment IV -  
PROJECT COMPLETION SCHEDULE**

December 2025

Grant Agreement is executed between BWSR and Redwood County.

Use Agreement completed between Redwood County and Area II Minnesota River Basin Projects.

Flowage Easements are executed with the property owners.

Flowage Easements and Declaration are recorded. Recorded documents provided to BWSR and MMB.

May - October 2026

Anticipated construction period. The contractor will begin work when weather conditions are appropriate. Time to completed construction is four to six (4-6) weeks.

September – November 2026

As-Built survey and drawings will be prepared and certified by Area II's Professional Engineer and the Redwood County Engineer.

Upon receipt of the contractor's invoice, the request for grant payment will be made to BWSR.

BWSR issues payment to Redwood County.

Redwood County issues payment to landowners and Area II as advised.

May – June 2027

Additional construction year in the event that the work cannot be completed in 2026 due to weather conditions.

July 31, 2027

All construction, payments, and file documents are complete.

## FLOWAGE EASEMENT

This agreement is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between Noel Landuyt, Kristin Murray, Heidi Caldwell; (the “**Grantors**”), and Redwood County, Minnesota, (the “**Grantee**”), as follows:

**WHEREAS**, the Grantors of the Northwest Quarter (NW¼) of Section 30, T109N-R39W, Parcel Number 66-030-2020, as described in attached Exhibit “A”, and in consideration of the covenants hereinafter contained, hereby grant to the County of Redwood a permanent flood easement of 14.32 acres in the Northwest Quarter (NW¼) of Section 30, T109N-R39W, below Mean Sea Level (MSL) elevation 1368.5 as illustrated in attached Exhibit “B”, as established by the U.S. Geological Survey Map of Tracy East, Minn, N4407.5-W9530/7.5 dated 1967 for the purpose of temporary surface water retention.

**WHEREAS**, the flowage easement for the Springdale 30 (CSAH 20) Road Retention shall commence at the Northwest corner of the Northwest Quarter (NW¼) of Springdale Township, Section 30, T109N-R39W, thence East along the north line of said section a distance of approximately 983.5 feet to MSL elevation 1368.5 (Point of Beginning), thence continuing East along the north line of said section a distance of approximately 363 feet to the property corner, thence South a distance of approximately 311 feet to the contour line of MSL elevation 1368.5,

thence in southeasterly direction along the contour line of MSL elevation 1368.5 to the west property line, thence North along said west property line a distance of 338 feet to the contour line of MSL elevation 1368.5, thence in a northwesterly direction along the contour line of MSL elevation 1368.5 to the Point of Beginning, and there terminating.

**NOW THEREFORE**, in consideration of Seven Thousand One Hundred Sixty Dollars (\$7,160.00), the mutual covenants of the parties hereto contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and it is hereby agreed as follows:

- 1) That Grantors hereby grant to Grantee a permanent flowage easement upon their property for the purpose of controlling flooding during heavy rainfall or snow melt runoff, provided however, the maximum height of such flooding shall not exceed 1368.50 MSL.
- 2) That Grantors forever release and discharge the Grantee from any and all claims, damages, costs, and causes of action of whatsoever kind or nature, known or unknown, and however and whenever occurring arising out of the construction and maintenance of the control structure which is the subject of the agreement.
- 3) That this flowage easement shall be a perpetual covenant running with the property and shall be binding upon the parties hereto together with their respective successors, heirs, assigns, representatives, or agents.
- 4) That Grantors will not construct any permanent improvements or structures within the Easement area described in Exhibit B.

- 5) This Easement pertains to the area identified on Exhibit B and shall be recorded with the Redwood County Recorder on Grantors' Property at the expense of Grantee.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement upon the date first above written.

*[signature pages to follow]*

**SIGNATURE PAGE TO FLOWAGE EASEMENT**

**GRANTOR:**

\_\_\_\_\_  
Noel Landuyt

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public, in and for said County and State, personally appeared Noel Landuyt, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires:

**SIGNATURE PAGE TO FLOWAGE EASEMENT**

**GRANTORS:**

\_\_\_\_\_  
Kristin Murray

STATE OF )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public, in and for said County and State, personally appeared Kristin Murray, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires:

**SIGNATURE PAGE TO FLOWAGE EASEMENT**

**GRANTORS:**

\_\_\_\_\_

Heidi Caldwell

STATE OF )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public, in and for said County and State, personally appeared Heidi Caldwell, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires:

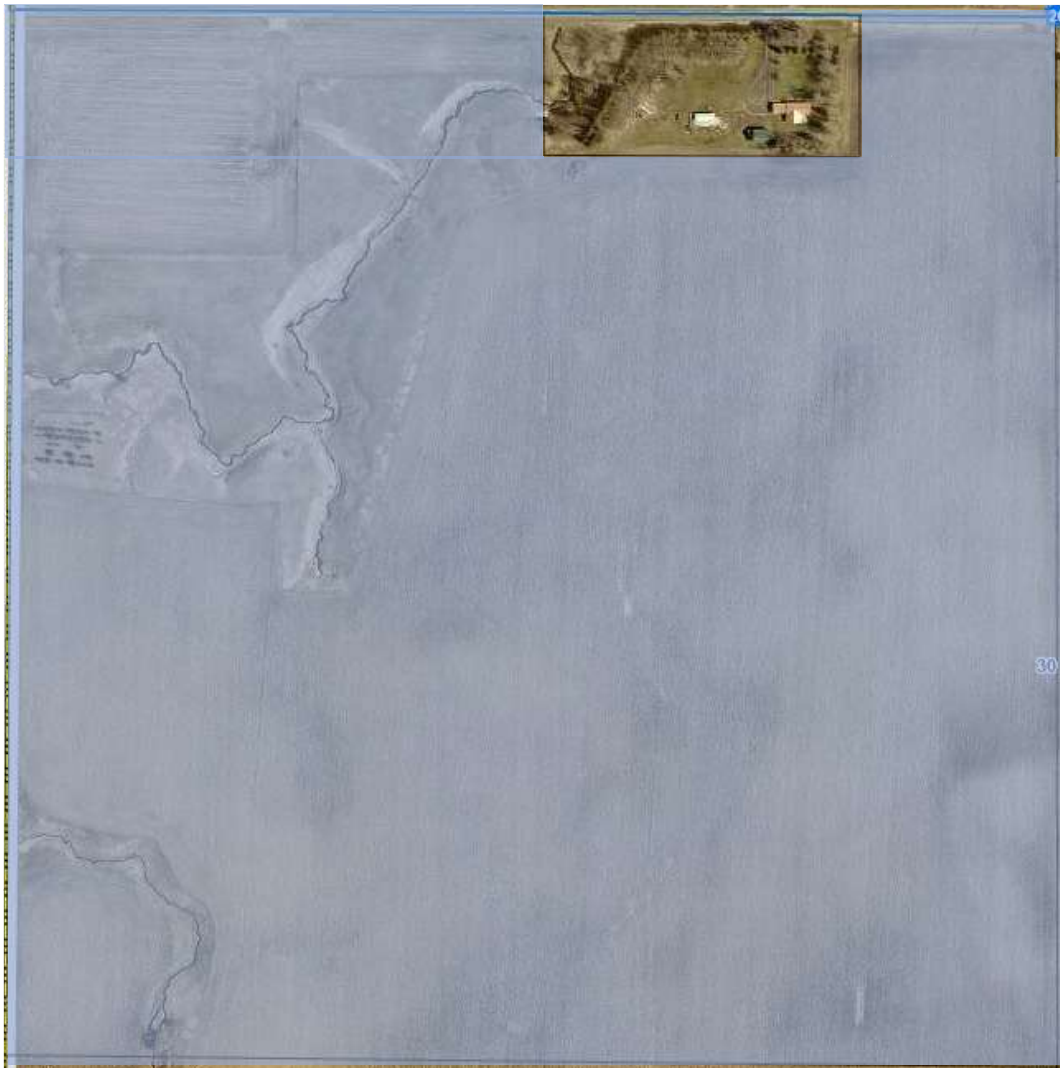


**EXHIBIT A**

Real property in Redwood County, Minnesota described as follows:

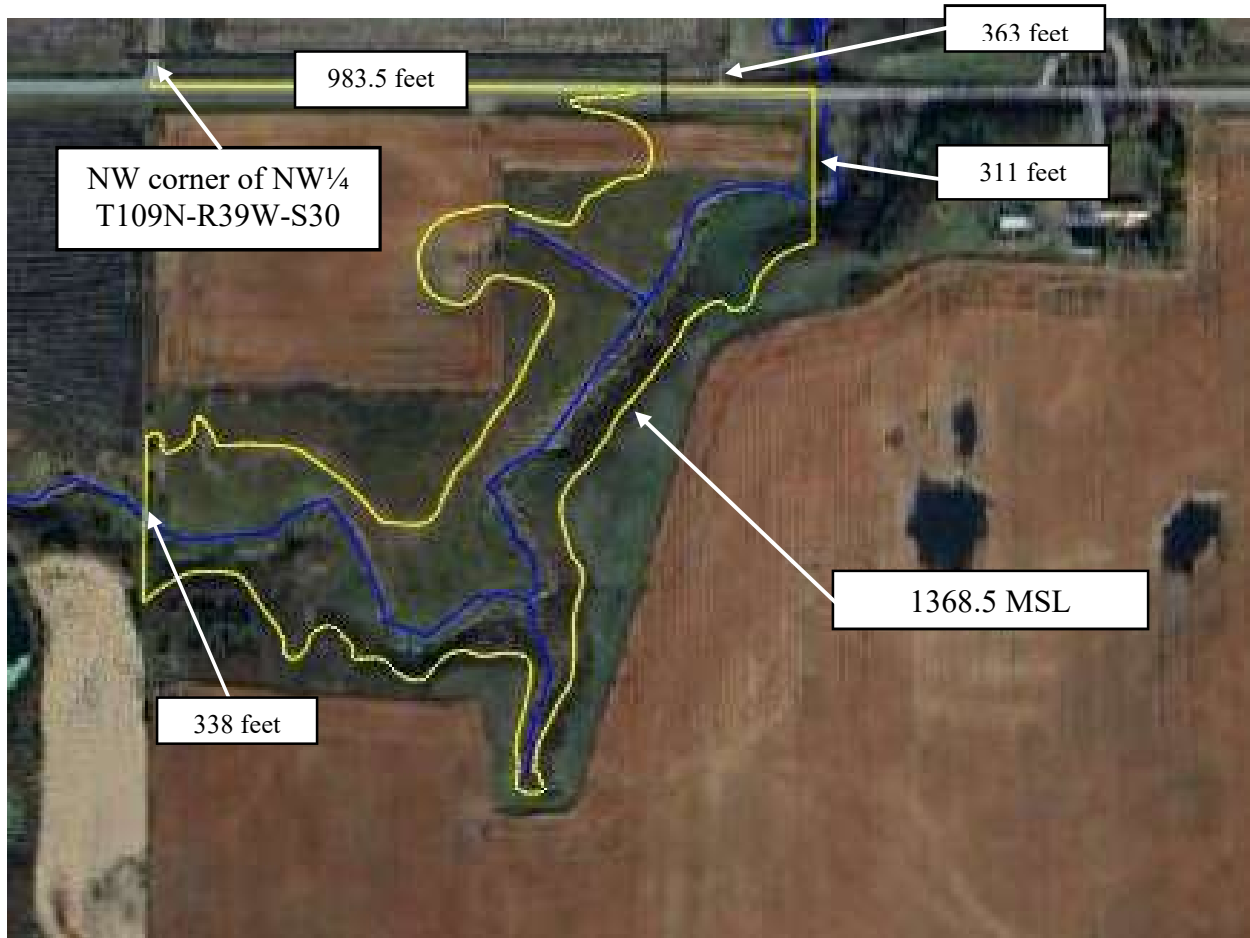
Parcel Number 66-030-2020

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty (30), Township One Hundred Nine (109) North, Range Thirty-nine (39) West of the Fifth Principal Meridian, EXCEPTING THEREFROM the following-described tract: Commencing at the northeast corner of the NW $\frac{1}{4}$  of Section 30; thence West along the North section line of said Section a distance of 495 feet to the point of beginning; thence West along the North Section line of said Section a distance of 800 feet; thence South at right angles a distance of 360 feet; thence East at right angles a distance of 800 feet; thence North at right angles a distance of 360 feet to the point of beginning.



**EXHIBIT B**

Parcel Number 66-030-2020



## FLOWAGE EASEMENT

This agreement is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between Mallory Fultz, a single person, (the “**Grantor**”), and Redwood County, Minnesota, (the “**Grantee**”), as follows:

**WHEREAS**, the Grantor of the 6.61-acre parcel in the NW $\frac{1}{4}$  of Section 30, T109N-R39W, Parcel Number 66-030-2040, as described in attached Exhibit “A”, and in consideration of the covenants hereinafter contained, hereby grants to the County of Redwood a permanent flood easement of 1.19 acres in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 30, T109N-R39W, below Mean Sea Level (MSL) elevation 1368.5 as illustrated in attached Exhibit “B”, as established by the U.S. Geological Survey Map of Tracy East, Minn, N4407.5-W9530/7.5 dated 1967 for the purpose of temporary surface water retention.

**WHEREAS**, the flowage easement for the Springdale 30 (CSAH 20) Road Retention shall commence at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of Springdale Township, Section 30, T109N-R39W, thence East along the north line of said section a distance of approximately 1,346.5 feet to the northwest property corner (Point of Beginning), thence south a distance of approximately 311 feet along the west property line to MSL elevation 1368.5, thence in northeasterly direction along the contour line of MSL elevation 1368.5 to the north property

line/CSAH 20, thence west along said north property line a distance of approximately 307 to the Point of Beginning, and there terminating.

**NOW THEREFORE**, in consideration of Five Hundred Ninety-five Dollars (\$595.00), the mutual covenants of the parties hereto contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and it is hereby agreed as follows:

- 1) That Grantors hereby grant to Grantee a permanent flowage easement upon their property for the purpose of controlling flooding during heavy rainfall or snow melt runoff, provided however, the maximum height of such flooding shall not exceed 1368.50 MSL.
- 2) That Grantors forever release and discharge the Grantee from any and all claims, damages, costs, and causes of action of whatsoever kind or nature, known or unknown, and however and whenever occurring arising out of the construction and maintenance of the control structure which is the subject of the agreement.
- 3) That this flowage easement shall be a perpetual covenant running with the property and shall be binding upon the parties hereto together with their respective successors, heirs, assigns, representatives, or agents.
- 4) That Grantors will not construct any permanent improvements or structures within the Easement area described in Exhibit B.
- 5) This Easement pertains to the area identified on Exhibit B and shall be recorded with the Redwood County Recorder on Grantors' Property at the expense of Grantee.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement upon the date first above written.

*[signature page to follow]*



**THIS INSTRUMENT DRAFTED BY:**

Kerry Netzke, Executive Director of  
Area II Minnesota River Basin Projects  
1424 East College Drive, Suite 300  
Marshall, MN 56258  
(507) 537-6369

**EXHIBIT A**

Real property in Redwood County, Minnesota described as follows:

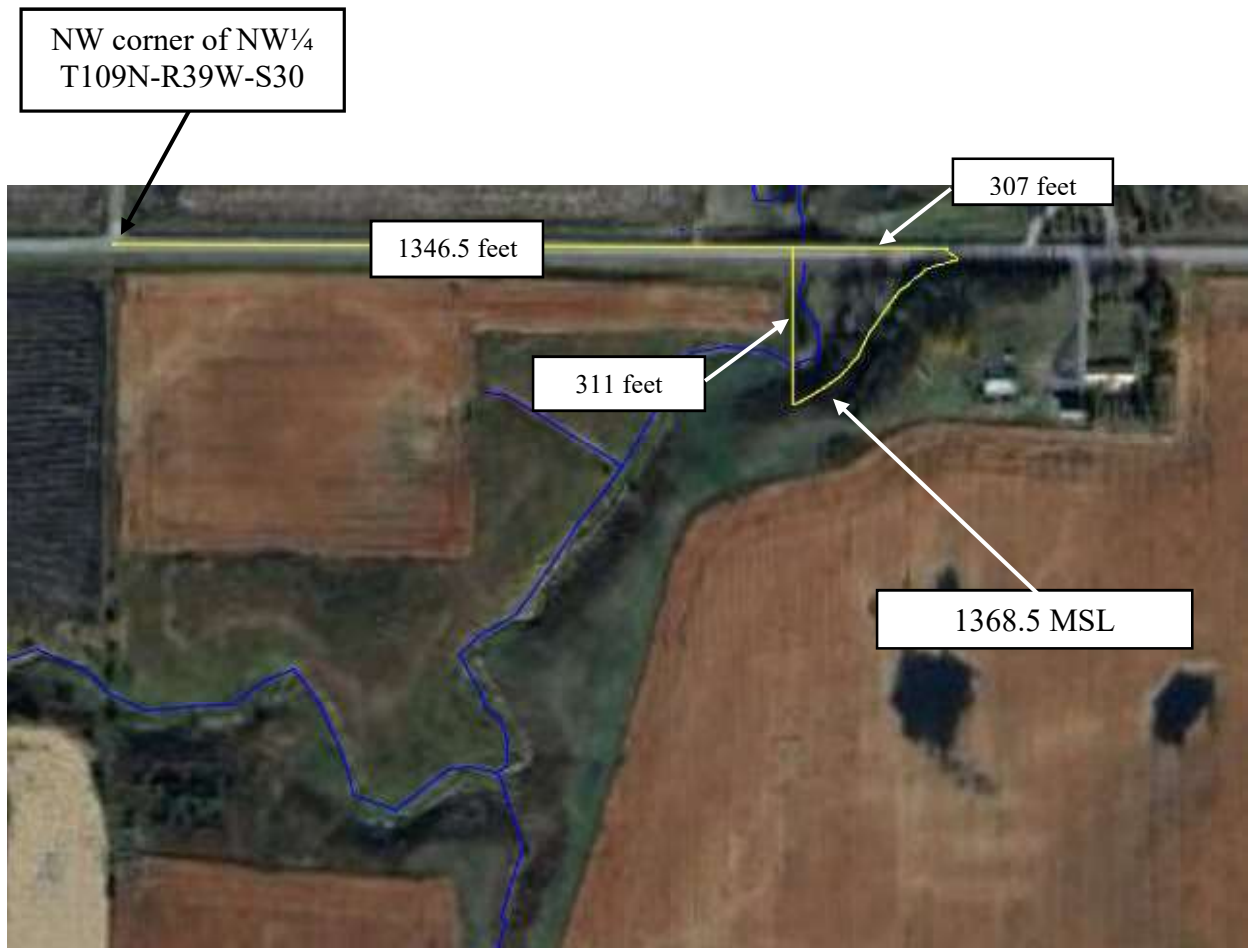
Parcel Number 66-030-2040

Part of the Northwest Quarter (NW¼) of Section Thirty (30), Township One Hundred Nine (109) North, Range thirty-nine (39) West of the Fifth Principal Meridian, describe by metes and bounds as follows: Commencing at the Northeast Corner of the Northwest Quarter of said Section 30; thence West along the North section line of said Section 30 a distance of 495 feet to the point of beginning; thence West along the North section line of said Section 30 a distance of 800 feet; thence South at right angles a distance of 360 feet; thence East at right angles a distance of 800 feet; thence North at right angles a distance of 360 feet to the point of beginning.



**EXHIBIT B**

Parcel Number 66-030-2040





**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	4/7/2026	<b>Originating Dept.:</b>	Road & Bridge
<b>Preferred 2<sup>nd</sup> Date:</b>	Next		
<b>Discussion Item:</b>		<b>Presenter:</b>	Jeff Bommersbach, Assistant County Highway Engineer
Authorize signatures and Approve ROW/Easement acquisition		<b>estimated time needed:</b>	5 minutes
<b>Board Action:</b>		<input checked="" type="checkbox"/> <b>Yes, action required</b> <input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Authorize Board Chair to sign acquisition paperwork and approve Redwood County Engineer to acquire Right of Way/Easement necessary for construction project SP 064-617-032 (Goldmine Bridge Replacement) on parcel 52-003-3020.

**Background Information:**

CSAH 17 Bridge # 89850 (Goldmine Bridge) over the Minnesota River has been closed since 5/10/23 due to cracked lower steel chords and floor stringers in very poor condition and is budgeted for replacement as a cooperative project with Renville County for the 2026 construction season. The acquisition of the ROW/Easements and associated costs are required before the project design can be finalized.

Supporting Documents:     Attached     None   

County Attorney Reviewed Information:     Completed     In Progress     Not applicable

Date Legal Request Submitted to County Attorney: 3/31/2026

Date Requestor Requires Review Completion: 4/7/2026

**Administrators Comments:**

[Empty comment box]

Reviewed by Administrator:     Yes     No

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

**Redwood County Highway Department**

1820 East Bridge Street / P.O. Box 6  
Redwood Falls, MN 56283  
Phone: (507) 637-4056 Fax: (507) 637-1201



October 1, 2025

Seth and Kelly Breitkreutz  
39221 Kenwood Ave.  
Redwood Falls, MN 56283

RE: Appraisal Waiver Process  
SP 064-617-032  
Redwood County  
Parcel # 52-003-3020

Dear Mr. and Mrs. Breitkreutz,

In accordance with Federal Regulation 49 CFR 24.102(c)(2) and State Statute 117.036, Redwood County is requesting your approval to waive your right to have an appraisal and allow Redwood County to use a Minimum Damage Acquisition (MDA) report when valuing your property.

You acknowledge that the appraisal waiver process has been explained to your satisfaction and that you are in agreement to allow Redwood County to proceed with the MDA report. You also acknowledge that it has been explained to you that you may obtain an appraisal or MDA of your own and Redwood County will reimburse you for this cost up to \$1,500 if you decide to share this report with Redwood County.

By signing below, you are granting name of local agency permission to proceed with the MDA report in valuing your property being acquired.

Signature *Seth Breitkreutz*

Date 3-26-26

Signature *Kelly Breitkreutz*

Date 3-26-26

If you have questions or would like to discuss further, please call our office.

Sincerely,

Nick Klisch, P.E.

**Jacqueline Reck**  
Accountant

Jacqueline\_r@redwoodcounty-mn.gov

**Robin Kokesch**

Administrative Assistant/Accounting Technician

Robin\_k@redwoodcounty-mn.gov



Parcel No. 4

REDWOOD COUNTY HIGHWAY DEPARTMENT

Seth and Kelly M. Breitreutz, husband and wife

Grantors of 39221 Kenwood Ave., Redwood Falls, MN 56283, for and in consideration of Seven Thousand Three Hundred Fifteen and 00/100 Dollars (\$7,315.00) receipt of which is hereby acknowledged, do hereby convey and warrant to the County of Redwood, Minnesota, grantee for highway purposes, together with the unrestricted right to improve the same, free and clear of all encumbrances, the following described real estate in the County of Redwood in the State of Minnesota:

Parcel 4, Redwood County Right of Way Plat No. 26-01, Redwood County

EXCEPTING therefrom any existing easements for highway purposes.

Containing 1.33 acres, more or less

Highway Easement:

It is covenanted and agreed and the right is hereby granted that all earth or other material necessarily excavated, removed, or taken from said premises in the construction of said slope shall become the property of said County to be removed or used in the construction of County State Aid Highway No. 17, or otherwise disposed of as the said County may deem fit.

County agrees that ditch bottoms and slopes will be covered with available topsoil that is able to be salvaged from the project area, and to seed with suitable grass seed all disturbed areas within the right-of-way after said construction is completed.

And said grantor(s) for their heirs, executors, and assigns, do/does hereby release the County and its assigns from all claims for any and all damages resulting to the lands through and across which the strip of land hereby conveyed is located by reason of location, grading, construction, maintenance, and use of a public highway over and upon the premises hereby conveyed.

Redwood County agrees that any damage to existing utilities owned by the said property owner, known and unknown, will be repaired to existing conditions.

Redwood County and its Contractors will make every effort to remove only such earth and other material necessary to complete the project.

And said grantor(s) for their heirs, executors, and assigns, do/does hereby release the County and its assigns from all claims for any and all damages resulting to the lands through and across which the strip of land hereby conveyed is located by reason of location, grading, construction, maintenance, and use of a public highway over and upon the premises hereby conveyed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Seth Breitreutz

STATE OF MINNESOTA)  
COUNTY OF REDWOOD)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally appeared:

\_\_\_\_\_  
To me known to be the persons described in and who executed the forgoing instrument, and acknowledged that they executed the same as theirs free act and deed.

\_\_\_\_\_  
Notary Public

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Kelly M. Breitreutz

STATE OF MINNESOTA)  
COUNTY OF REDWOOD)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally appeared:

\_\_\_\_\_  
To me known to be the persons described in and who executed the forgoing instrument, and acknowledged that they executed the same as theirs free act and deed.

\_\_\_\_\_  
Notary Public

Pending Attorney Approval

Redwood County hereby accepts this easement and agrees to the covenants contained herein.

Date \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Chairperson, Redwood County  
Board of Commissioners

COUNTY ACKNOWLEDGEMENT

STATE OF MINNESOTA)  
COUNTY OF REDWOOD)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me appeared \_\_\_\_\_  
\_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the Chairperson  
of the Board of the County Commissioners, the municipal corporation named in the foregoing instrument,  
and the said instrument was signed and sealed in behalf of said municipal corporation by authority of the  
Redwood County Board of Commissioners, and the said Chairperson acknowledged said instrument to be  
the free act and deed of municipal corporation.

\_\_\_\_\_  
Notary Public

I hereby certify that the within easement will convey to the County of Redwood for highway purposes a  
good title to the land therein described, free and clear from all encumbrances.

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Attorney

This Instrument Drafted By:

Redwood County Highway Dept.  
1820 E. Bridge St.  
Redwood Falls, MN 56283



S.P./S.A.P. No. SP 064-617-032  
 Parcel No. Parcel 4  
 Property Address TR in W1/2 of SW1/4 Sec.3-T113N-R36W  
 Owner Seth and Kelly Breitkreutz

The purpose of the acquisition is for Replace Bridge 89850 over the MN River.

An inspection of the above mentioned property was made on June 6, 2025. The purpose of the inspection was to aid in the estimation of the value for the acquisition of that portion of the subject property, which will be acquired by Redwood County, as well as to determine the impact of that acquisition on the remainder of the subject property.

**Subject Property Before the Acquisition**

The subject property is Square/Rectangular. The subject property is currently zoned agricultural. The Land Use Plan shows this area as agricultural. The subject property is improved by none. The subject property is located where the realigned CSAH route is to be constructed. The subject property's present highest and best use is Agricultural. The current access is from CSAH 17.

**Acquisition Description**

The acquisition is 1.330 acres of new permanent right of way. The area being acquired is located along project limits. There is also a temporary easement containing 0.460 acres of the subject property. This temporary easement is necessary for completion of the proposed design and will expire December 31, 2028.

**Subject Property After the Acquisition**

Other than the loss of the land and the impairment caused by the temporary easement, the acquisition will not adversely affect the subject property's current or future highest and best use.

**Value Research Data**

The current taxable and market value for the property is \$5,275 per acre. We are using \$5,500 per acre. Temporary easements are typically 25% of the land value, for this small area we are using \$2,500 per acre.

**Items Damaged**

Additional permanent damage to the remainder caused by creating irregular shaped field estimated damage at \$5,985



**Temporary Easement**

The subject property will have a temporary construction easement of 0.460 acres placed on it for approximately duration of the project . set at Redwood County rate of \$2,500.00/acre. The impairment caused by the temporary easement is \$1,150.00 .

**Summary of Damages**

Permanent Right of Way	1.3300 AC	@	\$5,500/AC	\$7,315.00
Temporary Easement	0.4600 AC	@	\$2,500/AC	\$1,150.00

**Acquired:**

Building Improvements	None	\$000.00
Site Improvements	None	\$000.00

**Items Damaged:**

Creation of Irregular Field Damage		\$5,985.00
Salvage Fence	1,106 ft @ \$2.00/ft	\$2,212.00
Install Fence	1,106 ft @ \$7.50/ft	<u>\$8,295.00</u>

**Total Damages \$24,957.00 Rounded to \$25,000.00**

On October 1, 2025 , I have personally inspected the property herein and that I have afforded the property owner the opportunity to accompany me at the time of the inspection. Such opportunity was afforded to Seth and Kelly Breitzkreutz on October 1, 2025 and said individual did choose to accompany me.

Jeff Bommerbach 3/20/2026  
 Redwood County Assistant Engineer Date

Attachments:  
 Parcel Sketch

TO REDWOOD COUNTY, MINNESOTA  
 For supplies furnished or services rendered.  
 Itemize all charges, specify dates and  
 person ordering.

From: Seth and Kelly M. Breitzkreutz  
 39221 Kenwood Ave.  
 Redwood Falls, MN 56283

SP 064-617-032  
 Parcel 52-003-3020

		<b><u>SP 064-617-032 Parcel No. 4</u></b>	
		A parcel in SE 1/4 of Sec. 3, T113N, R36W	
		Permanent Easement:	
		1.330 Acres @ \$5,500.00 / acre =	\$7,315.00
		Temporary Easement:	
		0.460 Acres @ \$2,500.00 / acre =	\$1,150.00
		Damages:	
		Creation of Irregular Field	\$5,985.00
		Salvage Fence = 1,106ft @ \$2.00ft	\$2,212.00
		Install Fence = 1,106ft @ \$7.50ft	\$8,295.00
		TOTAL	\$24,957.00
		TOTAL Rounded to...	\$25,000.00

The above claim is correct and was authorized or ordered by

\_\_\_\_\_  
 I declare under the penalties of law that this account, claim or  
 demand is just and correct and that no part of it has been paid.

\_\_\_\_\_  
 Seth Breitzkreutz

\_\_\_\_\_  
 Kelly M. Breitzkreutz



Parcel No. 4

TEMPORARY CONSTRUCTION EASEMENT

Parcel: 52-003-3020  
SP 064-617-032  
CSAH 17

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, of the County of Redwood State of Minnesota, party of the first part, in consideration of the sum of One Thousand One Hundred Fifty and 00/100 DOLLARS (\$1,150.00) receipt of which is hereby acknowledged, does hereby grant unto the COUNTY OF REDWOOD, a body politic and corporate, organized and existing under and by virtue of the laws of the State of Minnesota, party of the second part, the right to enter upon the lands of the undersigned, a tract situated in Sec. 3-T113N-R36W, to construct backslopes and to extend embankment slopes described as follows:

Parcel 4, Redwood County Right of Way Plat No. 26-01, Redwood County

EXCEPTING therefrom any existing easements for highway purposes.

Containing 0.46 acres, more or less

This Temporary Construction Easement will commence upon project letting and terminate upon final project acceptance or two years after the project letting whichever occurs first.

Temporary Construction Easement = 0.46 Acres @ \$ 2,500.00 per acre = \$ 1,150.00.

And the said grantors, for themselves, their heirs, executors and assigns, do hereby release the COUNTY OF REDWOOD its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, and construction of a public highway over and upon the removal of materials from the premises hereby conveyed.

This temporary construction easement shall terminate/expire upon final acceptance or two years after the letting date, whichever occurs first.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Seth Breitreutz

\_\_\_\_\_  
Kelly M. Breitreutz

In Presence of

Witness \_\_\_\_\_

Witness \_\_\_\_\_

SP 064-617-032  
Parcel 52-003-3020

Parcel No. 4

Name: Seth & Kelly M. Breitkreutz

REQUEST FOR ALLOCATION OF GROSS PROCEEDS

The total amount of the fee purchase was \$ 25,000.00.

Please note that this amount does not include payment for any crop or tree damages nor any fence removal or installation. Please indicate the percentage or amount of the transaction which should be allocated to your Form 1099-S.

\_\_\_\_\_ Should be allocated to my Form 1099-S.  
Amount or Percentage

\_\_\_\_\_  
Seth Breitkreutz Date

\_\_\_\_\_  
Kelly M. Breitkreutz Date

REQUEST FOR TAX PAYER IDENTIFICATION NUMBER

You are required by law to provide Redwood County with your correct taxpayer identification number. If you do not provide Redwood County with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Certification:

Under the penalties of perjury, I certify that the number shown in this statement is my correct taxpayer identification number.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Redwood County Connection



The Official Newsletter of Redwood County

Spring Edition 2026

## PLUM CREEK PARK BEACHFRONT UPDATES

Spring is in the air, and we are ready to embark on another camping season. We are extremely excited to unveil our new beachfront updates. We can't wait for everyone to be able to check out all that we have done! We have just a few items left to finish up this Spring, and then the beach area will be ready for everyone to explore and enjoy. I hope everyone takes some time to come down to Plum Creek Park to check out the upgrades.



The winter provided limited opportunities for people to ski and sled around the park. There were a few weekends when people tried their luck at ice fishing. During the mid-

February warm up quite a few people took to the trails or tried their hand at frisbee golf. The park and STS crews kept busy this winter with some brush clearing, tree cutting and fixing picnic tables. We did some selective cutting to remove some ash trees and are getting ready to plant a few new species to get ahead of Emerald Ash Borer. Thankfully we haven't found any exposed trees yet, but we know it will make its appearance soon. As a reminder, please help slow the spread and buy your firewood where you burn it.

Reservations opened in mid-January. We had over 130 reservations on the first day alone! So if you are planning a getaway, reserve your site now! There are still a few weekends with availability. We are looking forward to the start of spring with baseball and softball games in the lower park. We have trees to plant and bathrooms to get ready. Weather permitting everything in the park will be up and running by April 15. Please take some time to come explore our one and only county park this summer!

*just a reminder*  
**PROPERTY TAXES**

**FIRST HALF PROPERTY TAXES ARE DUE  
MAY 15, 2026**

- Payments sent in by mail must be POSTMARKED no later than May 15, 2026
- Payments made online must be DATED no later than May 15, 2026
- Payments made at the Dropbox must be RECEIVED no later than May 15, 2026

*Those paying by ACH will receive a property tax statement in the Spring of each year, which will show "TAXES PAID BY ACH" on the payment stub. This will be your only reminder. If your bank account does not have the proper funds to make payment on the due date, a penalty will be charged.*

Questions? Contact Redwood County Auditor/Treasurer Office at (507) 637-4013 Monday - Friday 8 am - 4:30 pm

# REDWOOD COUNTY SHERIFF'S OFFICE LAUNCHES CO-RESPONDER PROGRAM IN PARTNERSHIP WITH WESTERN MENTAL HEALTH CENTER

The Redwood County Sheriff's Office has launched a new Co-Responder Program in partnership with Western Mental Health Center (WMHC) to improve responses to mental health-related calls in the community and within the Redwood County Jail.

The program pairs licensed mental health professionals with sheriff's deputies to respond to situations where mental health support is a primary need. The goal is to provide immediate assessment, de-escalation, and connections to appropriate services, while reducing unnecessary use of force and emergency hospitalizations.

"This program allows us to address the underlying factors that often lead people into the criminal justice system," said Sheriff Jason Jacobson. "By providing mental health support at the point of contact, we can improve outcomes and reduce recidivism."

In addition to community-based responses, WMHC provides ongoing medical and mental health services within the Redwood County Jail. Services include individual therapy, mental health support, and substance use groups aimed at helping incarcerated individuals build coping skills, regulate emotions, and prepare for successful reentry into the community.



The partnership has also improved continuity of care, including timely access to prescribed medications for individuals in custody. "Mental health concerns in county jails have been a long-standing challenge across Minnesota," Jacobson said. "Working collaboratively with WMHC, we're making meaningful progress."

The community-based portion of the Co-Responder Program is grant-funded through Western Mental Health Center and is provided at no cost to Redwood County.

*Sheriff's Office*  
**ANNUAL REPORT**  
the Sheriff's Office compiles an annual report to inform the public on statistics and current trends being observed by the department

view the report: [redwoodcounty-mn.us/departments/sheriffs-office](http://redwoodcounty-mn.us/departments/sheriffs-office)

## VETERAN SERVICE OUTREACH

Schedule an appointment today!

<p style="text-align: center;"><b>Lamberton Library</b> 101 2nd Ave. East 9:30 am - 12 pm 1<sup>st</sup> three Wednesdays of the month</p>	<p style="text-align: center;"><b>Wabasso Library</b> 1248 Oak Street 1 pm - 3 pm 1<sup>st</sup> three Wednesdays of the month</p>
--	--

Please note appointments are required 1 week prior to meeting

Contact the Redwood County Veterans Service Office to schedule your appointment at **(507) 637-4034**

\*\* Service Officer will only be present for schedule appointments \*\*

## PROGRAM FOR ENHANCING ACTIVE REWARDING LIVES



A.C.E. is that volunteer program, right?!?! Yes, and MORE. A.C.E. of Southwest MN – Redwood County provides an array of services/supports for seniors and their caregivers. Two of those programs are Caregiver Consultation and, our newest program, PEARLS (Program for Enhancing Active Rewarding Lives). Sometimes it helps to have someone in our corner to work with on a one-on-one basis. To meet this need, the Minnesota Board on Aging provides training and makes Caregiver Consultants available across the state. The University of Washington developed the curriculum for PEARLS coaches. Professionals trained in either program can help you on an individual basis with problem-solving, information, skills, resources,

and emotional support. Your consultant or coach can help develop strategies for you to achieve a balanced lifestyle allowing you to provide good care or define and create your own well-being. The A.C.E. Program Manager, Susann, is certified as both a Caregiver Consultant and PEARLS coach. Additional caregiver services offered by A.C.E. include a caregiver support group, respite care and educational opportunities. For more information on all of A.C.E.'s services and supports for the citizen's of Redwood County, contact Susann Zeug-Hoese at 507.627.1016

# MAY is *National* FOSTER CARE MONTH



## Making a Positive Difference for a Child in Need

Foster children will have had difficult or even traumatic experiences. Getting proper attention and care can alter the entire course of their lives. The positive impact for these children comes not only from having a safe environment but also from being exposed to a healthy family dynamic and being able to live a productive life. The greatest reward of being a foster parent is the opportunity to provide vulnerable children with the support and stability they need to thrive.

Are you willing to accept this challenge? Southwest Health and Human Services is actively seeking Foster Parents.

Give us a call. We can meet with you and discuss the Licensing process.

We will be with you every step of the way.

Karyn @ 507-532-1217

[Karyn.groenewold@swhhsmn.gov](mailto:Karyn.groenewold@swhhsmn.gov)

Check out our website: [SWMHHS.com](http://SWMHHS.com) / Licensing



## SENTENCE TO SERVICE PROGRAM

Hello! My name is Tom Hazuka, and I am the STS Crew Leader here in Redwood County. I took over this position in July after Jay Baune retired, and I am excited to be here. Before coming here, I served as an STS Crew Leader in Brown County for five years. I believe strongly in the STS program because it helps all parties involved. The work we do is important not only to the nonprofit organizations, counties, and individuals we work with, but also to the communities we serve.

The Sentence to Service (STS) program is a collaboration between the Redwood County District Court, the Redwood County Sheriff's Office, and the Minnesota Department of Corrections. This highly successful program provides individuals who have gone through the court system—and who have received court-ordered hours, fines, and/or fees—the opportunity to perform physical labor in place of monetary obligations.

One major benefit of this program is that it allows low-risk, nonviolent individuals to complete supervised service projects throughout the community and county. The STS program works with a variety of locations and organizations, including maintaining public spaces such as Plum Creek Park and the Redwood County Historical Society sites, including the Redwood County Museum and the Gilfillan Estate.

The STS program also provides added benefits to the State of Minnesota by cleaning up litter along eight ditch miles for the Minnesota Department of Transportation's (DOT) Adopt-a-Highway program. In addition, crews assist the DNR with various projects, help at clothing centers, and support other nonprofit and local organizations within the community.

Please contact the STS Coordinator at 507-430-7430 or by email at [Thomas\\_h@redwoodcounty-mn.gov](mailto:Thomas_h@redwoodcounty-mn.gov) with any questions or concerns.

## Join the Redwood County Extension Committee

- Learn about Extension Programming (4-H, Master Gardeners and so much more)
- Identify community needs where Extension could be of service
- Advocate for Extension programs and funding

We are looking for a community member to join the committee for a 3 year term beginning in 2026.

Contact the Extension Office for more information at [mnext-redwood@umn.edu](mailto:mnext-redwood@umn.edu) or 507-637-4025



## Gilfillan Estate



- Gardens
- Pavilion
- RV Camping
- Weddings
- Reunions
- Farmfest



28273 Highway 67, Redwood Falls

(507) 430-2686

[redwoodcountyhistoricalsociety.com](http://redwoodcountyhistoricalsociety.com)



Don't be scammed by third-party passport sites

ALWAYS GO TO THE OFFICIAL SOURCE. TRAVEL.STATE.GOV

Don't be scammed by third-party passport sites! When applying for a U.S. passport, always go to the official source, travel.state.gov (NOT .com or .org). Some third-party sites try to pose as the official government passport website and charge you extra fees just to pass your information to the us - or worse, they pocket your money and never submit your paperwork at all.

# DID YOU KNOW THE U.S. HAS TWO TYPES OF PASSPORTS?

## Passport Book

Valid for ALL international travel (air, sea, or land)  
 Cost: \$130 adults / \$100 (under 16)  
 Valid: 10 years (5 years for kids under 16)  
 Must-have if you're flying abroad

## Passport Card

Looks like a driver's license/credit card  
 NOT valid for international flights  
 Works for land or sea crossings (Canada, Mexico, Caribbean, Bermuda)  
 Cost: \$30 adults / \$15 (under 16)  
 Handy as a backup ID or for quick border trips

### **Bottom Line:**

If you plan to FLY internationally get the passport book.  
 If you only cruise or drive to nearby destinations the passport card can be a cheaper, convenient option.



PASSPORT BOOK	PASSPORT CARD
Can be used for international travel by air, sea, or land	The passport card <b>CANNOT</b> be used for international <b>air travel</b>
Frequent travelers may choose to select "Large Book" on their passport application to receive a passport book with extra pages at no extra charge	Can be used for entering the United States at <b>land border crossings</b> and <b>sea ports-of-entry</b> from Canada, Mexico, some Caribbean countries, and Bermuda
Serves as a Real ID	Serves as a Real ID

## TIPS FROM THE LICENSE CENTER

REAL ID is in FULL effect

TSA will NOT accept a temp license to board an airplane.  
 Get your new license in plenty of time for your travel needs. Cards may take up to 3-4 weeks to come back in the mail

\*\*Only certain documents are accepted for the upgraded license. Check out our website or stop in for a list of acceptable documents.

### INSURANCE REQUIREMENT

Continuing from Jan 1, 2016  
 Proof of Insurance is required on purchase of tabs and all title transfers (exception is for trailers)

### Motorcycle title transfers

When transferring a title for a motorcycle, you will ALWAYS need to bring in engine number off of the bike to transfer.

License Center is open for Driver's License from 8:30 a.m. to 4:00 pm.  
 Enhanced ends at 3:45 pm

## NEW FEDERAL REGULATIONS FOR CDL HOLDERS:



EVERY TIME you come in and are renewing your license or you lost it and we are applying for a duplicate; you will need to bring in (1) Proof of Domicile Presence and (1) Proof of residence.

### Proof of Domicile Presence

U.S. Birth Certificate/U.S. Territory Birth Certificate

U.S. Passport Book/Card

### Proof of Residency

Employment Pay Stub

Home Utility Service Bill: Gas, Electric, Garbage, Water

Current Military Orders

MN Property Tax Statement (current year)

MN Vehicle Certificate of Title (within past year)

Mortgage Document/Purchase Agreement

Residential Lease Agreement (current)

W-2 Form (for prior tax year)



# County Attorney 2025 Caseload Summary



My name is Shannon Ness and I was appointed by the Redwood County Board of Commissioners in January of 2025 to serve as interim Redwood County Attorney. It is my honor and privilege to serve the residents of Redwood County. As County Attorney, my primary responsibility is to prosecute crimes that occur in our county. However, Minnesota statutes also direct the Redwood County Attorney's Office to represent Redwood County in all legal matters; both civil and criminal.

This office provides the members of our community with a safe place to live by holding the guilty accountable, protecting the innocent, and preserving the dignity of victims and their families. In 2025 a total of 420 criminal cases and 76 juvenile criminal cases were prosecuted. We tried 8 criminal cases to a jury and had 8 court trials. Significantly, all of these jury trials were felony level cases, including criminal sexual conduct, arson, non-consensual dissemination of private sexual images, and domestic assault.

The Redwood County Attorney's Office has three juvenile diversion programs: Juvenile Diversion, Circle Sentencing, and Truancy Diversion. The goal of the Office is to balance public safety while acknowledging the justice system can affect the trajectory of a child's life. These diversion programs aim to keep juvenile offenders out of the judicial system and give them meaningful opportunities for rehabilitation and treatment. As a result of these diversion programs, juvenile delinquency and juvenile criminal activity continues to decline in Redwood County.

The Office manages a wide variety of civil matters. These civil cases include child support, contracts, data practice questions and requests, forfeitures, and expungements. In 2025, our forfeiture, expungements and child support caseload totaled 37 cases.

The Office also represents Southwest Health & Human Services in their work. This past year, the Office handled 9 new adult protection cases and 18 new child protection

cases. Redwood County received a total of 309 child protection reports in 2025, of which this office assisted in screening. We also work on Southwest Health & Human Services appeals.

The Redwood County Attorney's Office serves as Legal Counsel to the Redwood County Board and all departments within the County. Put simply, this means we provide legal advice and draft, review, and negotiate contracts and policies for Redwood County. In 2025, we reviewed 162 legal requests from the various county departments.

2025 was a busy year for the Redwood County Attorney's Office. We were able to

keep afloat regardless of the vacancies in the office throughout the year. The attorneys, legal assistants, and victim witness coordinator worked tirelessly to assure the citizens of Redwood County were represented competently and effectively. We are excited to add a fifth attorney to the team and to be fully staffed in 2026, which will expedite case review and charging decisions. Looking forward to the coming year, the Redwood County Attorney's Office will continue to represent the interests of Redwood County, promote public safety by aggressively and fairly prosecuting crimes, and advocate for and protect those in need.

## ARE YOU A WEATHER ENTHUSIAST? VOLUNTEER WEATHER OBSERVERS NEEDED!

*Submitted by Susan Terhaar for the Redwood Soil & Water Conservation District*

Most Minnesotans have at least a mild interest in following our ever-changing weather conditions. If you are someone who enjoys observing and recording weather conditions, this is an opportunity for you!

### **MNgage Weather Observation Program:**

MNgage is a volunteer-driven precipitation observing program that began in the late 1960's in the Twin Cities and gradually expanded across Minnesota in the 1970's. The program is administered by the Minnesota DNR State Climatology Office. Daily precipitation measurements are reported online and/or by use of hard copy reporting forms. Volunteers working through their local Soil & Water Conservation Districts (SWCD) make up the majority of the observers in the MNgage program.

### **Why is this Program Important?**

Nolan Doesken, a former State Climatologist for Colorado, emphasizes that even in today's technology-driven world, simple backyard rain gauges remain essential tools. While radar, satellites, and automated sensors provide broad precipitation estimates, accurate on-the-ground data still depends heavily on volunteer observers. Volunteer observations help support weather and flood forecasting, drought monitoring, crop and yield modeling, storm verification,



snow removal contracting, mosquito prediction, and outdoor recreation planning. Radar and satellite teams also use these local measurements to calibrate and validate their products. Although the gauge may seem low-tech, Nolan stresses that these volunteer measurements are incredibly important and widely used.

### **What is involved in being a MNgage Volunteer?**

Redwood County SWCD will provide you with a standard

4-inch rain gauge (if you don't already have one), instructions, and monthly reporting forms. You simply check your rain gauge daily at the same time, record the precipitation, and write down any other weather observations. The monthly reporting form is then returned via a self-addressed, stamped envelope to the SWCD Office.

### **Would you consider being a MNgage Volunteer?**

Redwood County SWCD is very appreciative of the dozen or so volunteers currently participating in this program. To cover more of Redwood County, we could use volunteers from the following townships: Charlestown, Delhi, Gales, Johnsonville, Kintire, Lambertton, Morgan, New Avon, North Hero, Sheridan, Sundown, Vesta, Westline, and Willow Lake. Please call the Redwood SWCD Office at 507-637-2427, ext. 3 to sign up to be a MNgage Volunteer!

# ROAD & BRIDGE PROJECTS



## Road and Bridge Five Year Plan:

Redwood County roadways have seen an increase in our average pavement condition in recent years due to the completion of many resurfacing projects. This was made possible mostly in part by bonding to help “catch-up.” The Highway Department is switching gears somewhat in 2026 with a greater emphasis on bridge and culvert

replacements and urban reconstruction projects in Belview and Sanborn. There are no resurfacing projects scheduled for 2026, but CSAH 4 from Lyon County Line to Brown County Line (35 miles) is scheduled for a mill and overlay in 2027.

**2026 County Road and Bridge Projects:** The Highway Department’s 2026 road and bridge projects and timelines are shown in the map inset. The 2026 construction work will include the following:

- (1) The bridge on CSAH 10 over the Cottonwood River will be completed this spring. CSAH 10 will also get widened shoulders, flattened in-slopes, and new pavement from the new bridge to about ¾ miles north.
- (2) CR 78 southwest of Walnut Grove will see a bank stabilization project this spring near Plum Creek. The project will protect the roadway embankment and repair damage from a previous flood event.
- (3) County State Aid Highway (CSAH) 7 will be reconstructed through Belview in a cooperative project with the City Belview. This project will begin in 2026, but won’t be completed until 2027. The roadway will be closed with a detour in place. The county’s portion of the project is funded through a combination of \$1.5 Million in state bond funding via a Local Road Improvement Grant and through State Aid funding provided by the state gas tax, tabs, vehicle sales tax and a few other sources.
- (4) CSAH 115 (Main Street) in Sanborn will be reconstructed from CSAH 15 to just south of the railroad tracks in a cooperative project with the City of Sanborn. This project is funded mostly through a rural development grant received by the City of Sanborn to replace their sanitary sewer under the roadway. The county will fund a small portion of the project with local levy funds to complete the reconstruction. The CSAH 115 portion of work won’t commence until after the Sanborn Watermelon Days celebration July 26-27, 2026 and is planned to be completed prior to the 2027 celebration.
- (5) 39 miles of chip sealing will be completed on various routes as shown. The seal coat helps to protect our paved road surfaces from the oxidizing effects of sunlight and prevents the asphalt binder and pavement from becoming brittle. This treatment is known to increase the useful life of the road surface. This work is completed in-house by County employees which significantly reduces costs. This project is funded through the local levy and wheelage tax.
- (6) There are 13 bridges planned to be replaced or begin replacement this year (see map). An additional 37 bridges are under design awaiting state bridge funding. Redwood County ranks #1 out of all 87 counties in the number of bridges needing

replacement. Our team is working hard to get bridges replaced as fast as funding is made available. Bridge projects are funded through Township Bridge Funds (state funds), State Bridge Bonds (grants) and State Aid (state gas tax, tabs, vehicle sales tax and a few other sources). Townships also pay \$20,000 for each township bridge that is reconstructed.

## Additional Funding Sources and Grant Applications:

The Highway Department has aggressively pursued external funding sources, and will continue to do so.

1. The Highway Department applied for and received \$3.6M in federal funds to mill and overlay CSAH 4, from the west County line to east county line. The Highway Department has applied for an additional \$1.75 Million in state and federal grants for this project. Those applications are still pending review. As previously mentioned, this project will be constructed in 2027. The pavement on this road will be 27 years old by this time.
2. The Highway Department also applied for and received \$2.82M in federal funds and \$1.17M in state bridge bonds to replace the CSAH 17 Goldmine Bridge over the Minnesota River. Construction on the new bridge is scheduled to begin later in 2026 and be completed in 2027. The bridge was originally constructed in 1903 and is offered for sale to be re-used in a new location: <https://www.dot.state.mn.us/historicbridges/available-bridges.html>.
3. In early 2025, the Lower Sioux Indian Community was awarded a \$25M Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant from the federal government. This was a joint effort with the Redwood County Highway Department after two previous unsuccessful applications. This grant will fund the reconstruction of CSAH 2 from CSAH 11 to 305th street (last 3.5 miles of CSAH 2 needing widening), replacement of two bridges, resurfacing from 305th street to CSAH 24, and a shared use path.

**2026 Maintenance Projects:** In addition to the large chip seal project, the maintenance crews are very busy patching our bituminous roads and maintaining our gravel roadways. The amount of patching this year has been significantly reduced thanks to improved pavement conditions, but all roadways (39 miles) planned for chip sealing must be crack filled by early June.

Mild winters in recent years have helped reduce snow and ice removal costs and allowed maintenance crews to get caught up on some other projects, but there is still a large amount of work to do. All concrete bridge decks must be cleaned and washed to remove remaining road salt. This is done to prevent the chlorides from corroding the rebar and delaminating or spalling the concrete. Over the last 5 years, maintenance crews substantially completed an initiative to re-gravel all of our county roads and re-shoulder our paved roads. The gravel roads are in much better shape, so the amount of gravel to haul in 2026 will be focused on maintaining current gravel amounts rather than increasing them. We source the gravel locally to the maximum extent possible, helping minimize our haul cost, haul times and improve efficiency. This year we do plan to continue with reclaiming and/or adding gravel to some roadway shoulders that are low. This fall we will continue spraying our

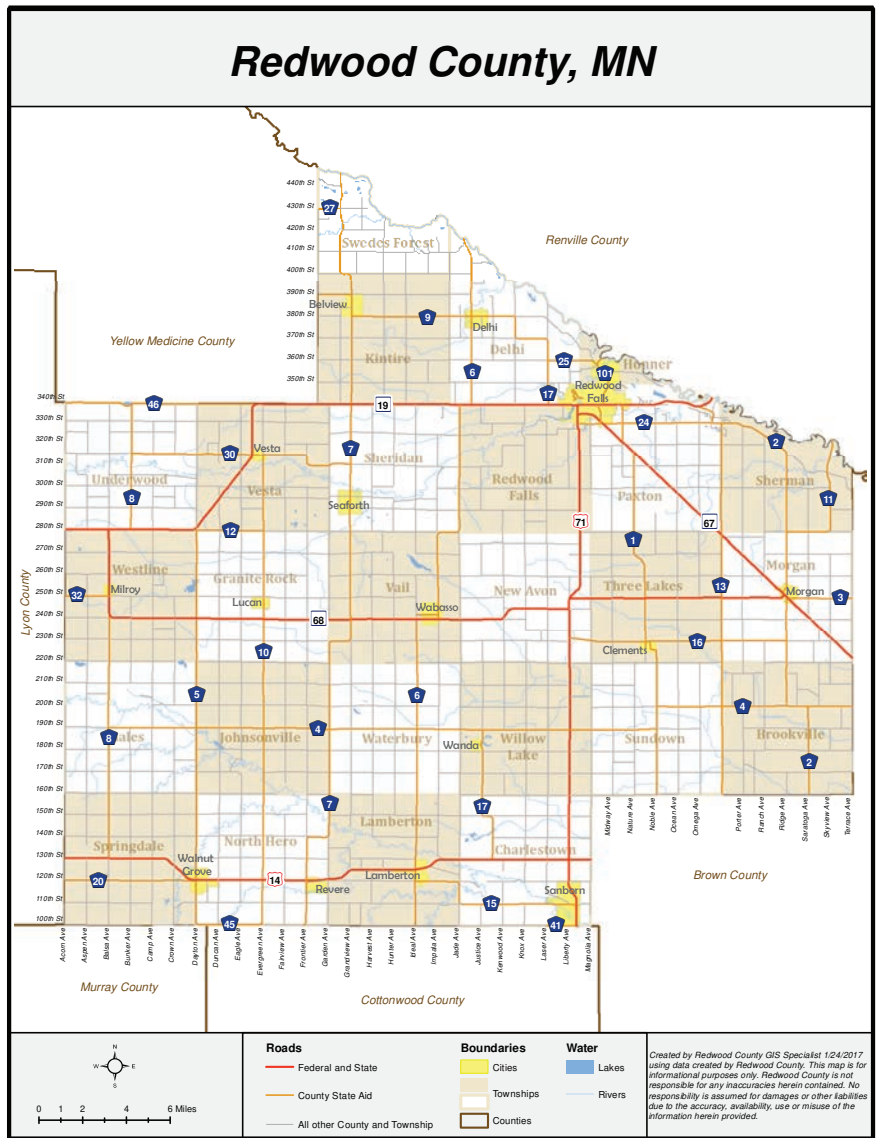
continued on page 7

**Road & Bridge Projects continued from page 6**

county road ditches for noxious weeds, stockpiling salt and sand for winter, stockpiling chips for 2027 chip sealing, mowing any road ditches that are not made into hay, and perform some ditch cleaning and culvert repairs to improve drainage. Other projects include a new salt shed at our Walnut Grove outshop, railroad crossing replacements on CSAH 25, CSAH 9, and CSAH 7, bridge approach panel repairs on CSAH 6 south of Lamberton, and some tree clearing in road right of way to increase safety and reduce drifting on roadways. Crews will also work to replace hundreds of road signs and hire a contractor to stripe about 100 miles of roadway.

**County Equipment Updates:** The Highway Department has made significant investments in updating its equipment fleet. Continued investments are needed to maintain the fleet at its current state. Because of an updated fleet, equipment repair and maintenance costs were about \$275,000 under budget in 2025. In addition to these reduced costs, crews were more efficient and productive. Equipment lead times are improving, but we are still waiting for delivery of two plow trucks that were ordered over 2 years ago. Once we receive new equipment in, we usually sell the excess equipment through MnBID, the State of Minnesota’s online auction program: <https://mnbid.mn.gov/>.

**Seasonal Help Wanted:** All of the above work is possible due to the dedicated work of our 27 person Highway Department team. In addition to our permanent employees, we are always looking for seasonal help, especially college students! If you are interested in working for the highway department please do not hesitate to reach out. We can always use a hand, whether that be blowing snow, mowing, patching, crack filling, flagging



traffic, operating our equipment on various projects or assisting the engineering technicians with construction administration and surveying. This type of seasonal work can be a nice addition to any resume to help many career paths! If you ever have any questions regarding our work at the Highway Dept, please do not hesitate to call our office at 507-637-4056.



## ROAD RIGHT-OF-WAY NOXIOUS WEEDS & ENCROACHMENT

Rural Redwood County residents are reminded that the Redwood County road rights-of-way spray crew will be spraying from May through October. If you **DO NOT** want your rights-of-way sprayed (due to ditch hay harvesting), please post a sign at the beginning of the property (stop spray) and at the end (start spray). A map of this area should be sent to the Highway Department ([rchd@redwoodcounty-mn.gov](mailto:rchd@redwoodcounty-mn.gov)) or stop and we will note the location. The signs should be in place prior to May 1, 2026 and can be removed after November 1, 2026. Note: Landowners are responsible for control of noxious weeds in the rights-of-way if they choose to post the signs.

The Redwood County Highway Dept. would like to remind landowners about right-of-way encroachment along County roads. **Anyone disturbing the County’s right-of-way markers or anyone disturbing the County’s right-of-way by tilling or spraying an herbicide that kills the right-of-way vegetation will be subject to misdemeanor prosecution pursuant to statute 160.2715. In addition, the landowner will be required to seed these areas as needed.**

For More Information, Contact the Redwood County Highway Department at (507) 637-4056.

# STRENGTHENING CHILD CARE IN REDWOOD COUNTY

Over the past year, Redwood County has taken significant strides toward securing a stronger, more sustainable child care system for families, providers, and employers. A core team of dedicated community members and facilitators from First Children’s Finance has worked diligently to gather a wide range of information about the county’s child care sector—listening to parents, providers, employers, and local leaders through surveys, focus groups, individual meetings, town hall sessions, and other outreach efforts. We sincerely thank all who have participated in these surveys and outreach efforts; your responses and feedback helped identify the areas of greatest need to focus our efforts moving forward.

This community-driven approach has given us a clearer picture of both the challenges and the opportunities ahead. With the information-gathering phase now complete, the team has identified five strategic goals designed to support the retention, expansion, and long-term sustainability of child care in Redwood County.

1. Within six months, research and develop a list of 4 locations in Redwood County that could be purchased or leased for the use of child care.
2. By September 2026, establish a local fund to support start-ups and retention of child care businesses in the county.
3. Within one year, research and develop a local child care task force that will support child care sustainability throughout the county.
4. Within one year, develop 2 new initiatives that support the early education workforce.
5. Within 12 months, develop and implement a social media-focused awareness campaign that increases community knowledge of the child care industry, available child care resources, and the importance of brain development from birth to age 5.

To move each of these goals forward, dedicated work groups have been assigned to each goal. These groups will meet monthly throughout the coming year to identify actionable steps, track progress, and ensure accountability. Child care is essential infrastructure. It supports working parents, strengthens local businesses, and lays the foundation for children’s lifelong success. Achieving these goals will require broad community involvement

- from parents and providers to employers, civic leaders, & residents who care about the future of Redwood County. If you or someone you know is interested in joining this mission, please reach out to team lead Grady Holtberg at [grady\\_h@redwoodcounty-mn.gov](mailto:grady_h@redwoodcounty-mn.gov) or 507-637-1122. **Together, we can build a stronger, more resilient child care system for Redwood County!**

Redwood County Economic Development Authority  
**REVOLVING LOAN FUND**



The fund is available to new emerging and existing businesses in Redwood County, to serve as a gap financing tool for eligible projects!

PROGRAM GUIDELINES AVAILABLE ONLINE  
[redwoodcountyyeda.com](http://redwoodcountyyeda.com)

Contact Grady to learn more or to schedule an appointment!  
 ✉ [grady\\_h@redwoodcounty-mn.gov](mailto:grady_h@redwoodcounty-mn.gov)  
 ☎ (507) 637 - 1122



## REDWOOD COUNTY ECONOMIC DEVELOPMENT AUTHORITY



*Pictured left to right: County Commissioner members Jim Salfer & Rick Wakefield, Coordinator Grady Holtberg, President Stacey Heiling, Board members Beth Bjorklund, Shawn Guetter, & Ed Cohrs*

The Redwood County EDA continues its ongoing work in business development, housing, child care, and community vitality, supporting our vision to make Redwood County a great place to live and work. Community members who share this vision and are interested in serving on the EDA Board are encouraged to watch for upcoming openings and consider applying when positions become available.

District 1: Beth Bjorklund, District 2: Ed Cohrs, District 3: Shawn Guetter, District 4: Sarah Kuglin, District 5: April Soupir, At Large: Stacey Heiling and Christie Larson, Commissioners: Rick Wakefield & Jim Salfer.

Redwood County Economic Development Authority  
**HOUSING TRUST FUND**

PROGRAM GUIDELINES AND APPLICATIONS AVAILABLE ONLINE  
[redwoodcountyyeda.com/community-development/housing](http://redwoodcountyyeda.com/community-development/housing)

This program is available to homeowners, rental property owners, for-profit and nonprofit housing developers to assist as gap financing for the rehabilitation of existing housing units or the development of new housing units in Redwood County.



Contact Grady to learn more or to schedule an appointment!  
 ✉ [grady\\_h@redwoodcounty-mn.gov](mailto:grady_h@redwoodcounty-mn.gov)  
 ☎ (507) 637 - 1122





close to home. Whether hosting a workshop, board meeting, or celebration, the space offers a modern, accessible option for groups of many sizes.

For businesses and individuals interested in renting office space or reserving the event area, contact Beth Bjorklund at the city office for more information on

availability and rental rates at [wgamb@walnutgrovemn.org](mailto:wgamb@walnutgrovemn.org) or 507-859-2135.

Work & Gather represents a meaningful investment in Walnut Grove’s future - one that expands opportunities for local entrepreneurship, supports remote and hybrid workers, and provides a welcoming space for community connection.

## HEMPCRETE HOUSING COMING TO REDWOOD COUNTY

Redwood County is taking an innovative step forward in addressing local housing needs through a new partnership focused on sustainable construction. The Redwood County Economic Development Authority (EDA) is collaborating with the Lower Sioux Indian Community, Minnesota Housing Partnership, municipalities across the county, and a network of public and private financial partners to introduce hempcrete housing as a new option for prospective homeowners. This effort reflects a shared commitment to expanding housing choices while supporting environmentally responsible building practices.

This initiative began in the spring of 2024, when Redwood County was selected to participate in the Southwest Housing Institute, a capacity-building program organized by the Minnesota Housing Partnership. Through this program, a cross-sector team representing Redwood County developed a comprehensive project plan to revitalize vacant lots in communities throughout the county. The plan includes constructing new homes using hempcrete - a natural, energy-efficient building material made from hemp fiber and lime. The Lower Sioux Indian Community, which has been advancing its own hemp-based construction capabilities, will lead the construction and is seeking local partners to subcontract with on these housing projects. We welcome local contractors and builders interested in taking part in this groundbreaking work to bring local expertise and regional innovation together.



The introduction of hempcrete housing offers multiple long-term benefits for Redwood County. Hempcrete provides exceptional insulation, reduces energy consumption, and offers a durable, fire, mold, and pest-resistant alternative to traditional building materials. By integrating this approach into local development strategies, the county is not only expanding its housing stock but also supporting a growing regional industry rooted in sustainability and tribal economic leadership. Over the coming months, the EDA and its partners will continue refining site selection, financing strategies, and community engagement efforts as the project moves toward construction. This collaboration represents a forward-looking investment in both housing and local economic vitality - one that positions Redwood County as a leader in innovative rural development.

As planning progresses, Redwood County is committed to keeping residents informed and engaged. Prospective homebuyers and contractors who are interested in learning more about hempcrete construction, available lots, or the development timeline are encouraged to reach out directly to Economic Development Coordinator Grady Holtberg at [grady\\_h@redwoodcounty-mn.gov](mailto:grady_h@redwoodcounty-mn.gov) or 507-637-1122. Early inquiries will help the project team better understand demand and ensure that future housing opportunities align with community needs.

## WALNUT GROVE CELEBRATES OPENING OF WORK & GATHER

The Walnut Grove Economic Development Authority marked an exciting milestone on Wednesday, February 11th, with the grand opening of Work & Gather, the community’s newest flexible office, meeting, and event space. Designed to support local entrepreneurs, remote workers, small businesses, and community groups, Work & Gather brings a modern, adaptable workspace option to the heart of Walnut Grove.

These offices vary in size and layout, and are available at daily, weekly, and monthly rental rates, making them suitable for a wide range of business needs—from solo professionals seeking a quiet place to work, to growing enterprises looking for a temporary or semi-permanent base of operations.

The large meeting and event space is designed to accommodate both public and private gatherings, giving organizations, clubs, and families a convenient venue

# TEXTMYGOV ANNOUNCEMENT

Redwood/Renville Regional Solid Waste Authority (RRRSWA)

As announced in both the Redwood and Renville County Fall newsletters, the Redwood/Renville Regional Solid Waste Authority (RRRSWA) is thrilled to introduce TextMyGov, a convenient and smart text messaging service! This service will enable residents to effortlessly receive important notifications and easily find specific information by texting us.

The RRRSWA will officially launch the new text messaging system to the public on 01/28/2026. Residents **may** receive a text message from **80946** from the RRRSWA initiating the service. You can choose to opt-out at any time by texting **STOP**.

If you don't receive the initial message, you can choose to opt-in by texting the keyword **"RRRSWA"** or **"RRRSWASP"** (for our Spanish speaking residents) to the number **80946**. After sending the initial keyword, you will be asked to reply **"YES"** to confirm opt-in. Residents may receive notifications for **Upcoming events, recycling collection updates or delays, landfill closure, etc.**

Also, starting soon, residents will be able to receive on-demand information 24/7 by texting 1-2 keywords to the RRRSWA's TextMyGov number, (507) 637-1984. You'll be able to get quick information about **Recycling, Garbage, Demolition, and other RRRSWA information.**

The RRRSWA's use of this technology is another example of how our community enhances resident services by implementing 21st-century solutions. We're excited about this new way of communicating with residents and look forward to sharing important RRRSWA notifications. Other governmental entities across the country are utilizing this system with great success. Stay informed, stay ahead. For more information about TextMyGov, please visit <https://textmygov.com>. Please call 507-637-1800 or 320-523-8002 if you have questions.

**RRRSWA**

Text us to find info or report issues! 507.637.1984

**No Apps. Just Text Us!**

Start texting today,  
Text "Hi" To:  
507.637.1984

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Receive RRRSWA Alerts!

Sign-up to receive text message alerts!

Text "RRRSWA"  
To: 80946

Notifications!

View: <https://textmygov.com/opt-in-terms-conditions> to view terms and privacy policy info.  
Msg & Data rates apply. Msg frequency varies. Text STOP at any time to opt out.  
For Questions, please call 507-637-1800 or 320-523-8002

Powered by **TextMyGov**

View terms and privacy policy info at [textmygov.com/opt-in-terms-conditions](https://textmygov.com/opt-in-terms-conditions) Msg & Data rates apply. Please visit: <https://textmygov.com/>



## FINANCIAL ASSISTANCE AVAILABLE FOR REPLACING SEPTIC SYSTEMS

### County Loan Program

Redwood County offers a loan to replace prohibited or failing septic systems. Payments on this loan are assessed on your property taxes.

You must have enough equity in your house to cover the cost of the loan and have no outstanding taxes due.

Interest Rate: 4%  
Term: 5 or 10 years

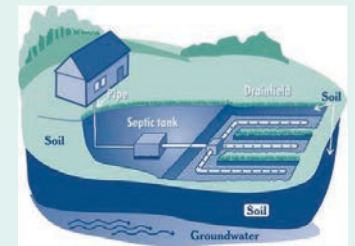
Other Loan Fees  
\$115 septic permit  
\$110 administration fee  
\$46 recording fee

### Low Income Grant Program

The Redwood County Environmental Office has a Low-Income Grant program which will cover up to 75% of the cost to replace a prohibited or failing septic system.

Limited funds are available and will be awarded on a first come, first served basis.

To Qualify:  
Taxable household income must not exceed 200% of the Federal Poverty Guidelines.



### Indicators your septic system is failing:

- Backup of sewage in the home
- Decreased drain flow
- Unpleasant odors in the home
- High solids accumulation in tank
- Water accumulating in drain field
- Extremely vibrant patches of green vegetation on your drain field
- Sewage smell outside the house

**IF YOU HAVE NOT PUMPED  
YOUR SEPTIC TANK IN THE LAST  
10 YEARS, CHANCES ARE HIGH  
THAT YOUR SYSTEM IS FAILING.**



Environmental Office | NOXIOUS WEED NOTICE

Just a reminder per MN Statutes, property owners are required to control or eradicate noxious weeds



QUESTIONS?

Contact Redwood County Ag Inspectors, Brent or Matt at (507) 637-4023



Facebook/Redwood County      LinkedIn/Redwood County-MN



**OPENING DAY:**  
TUESDAY JULY 7, 2026 3PM-6PM

**Redwood Falls, MN**  
Farmers Market | Tuesdays 3pm-6pm  
Saturdays 9am-12pm

Corner of Washington St. & Bridge St.  
Redwood Falls, MN 56283

Experience the taste of freshness and support your community!

<https://www.facebook.com/RedwoodFallsFarmersMarket>

**REDWOOD COUNTY**  
**ELECTRONICS AND APPLIANCE RECYCLING!!**

The first Wednesday every other month April - October:

**2:00 PM - 6:00 PM**

Behind the Redwood County Museum

This collection is for Renville and Redwood County Residents ONLY

We reserve the right to refuse any load

April 1, 2026	June 3, 2026
August 5, 2026	October 7, 2026

For more information, contact S.W. Recycling at  
**1-800-366-8665 or www.swrecycling.com**

Electronics		Appliances	
FREE	*COST	FREE	*COST
CPUs/hard drives, computer mouse, cell phones, keyboards, speakers, iPods, cameras, GPS units, laptops, CD players, MP3 players, radios/boom boxes, etc.	<b>\$25.00:</b> TVs and computer monitors <b>\$10.00:</b> scanners, printers, copiers, fax machines, VCRs, DVD players and stereos	Washers, dryers, dehumidifiers, ovens, refrigerators, vacuums, A/C Units, microwaves, water softeners, etc. <b>(Plastic water heaters NOT accepted)</b>	<b>\$75.00:</b> RV Refrigerators

Any item with a cord is considered an appliance or electronic device. If you don't see an item listed in the "cost" columns, it is probably accepted for disposal, but is most likely free of charge.

Non appliance or electronic items accepted: charcoal/gas grills, furnaces, exercise equipment, satellite dishes, and yard maintenance equipment.

The following will **NOT** be accepted at this collection: Household Hazardous Waste (HHW), standard recyclable materials, fluorescent bulbs, batteries or tires.

\*Prices may be subject to change. **Cash or check only. No credit/debit cards accepted.**

Open to Renville & Redwood County Residents ONLY.

Now Available from Redwood County Environmental Office:

**Rain Barrels and Compost Bins**

**\$90\***

\* plus sales tax = \$96.64

45-gallon capacity

**\$76\***

\* plus sales tax = \$81.61

125-gallon capacity

Made from 100% recycled plastic!



## Redwood County Connection

Redwood County Government Center  
 403 S Mill St  
 PO Box 130  
 Redwood Falls, MN 56283

PRST STD  
 ECRWSS  
 US POSTAGE  
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 PERMIT #20

# Local Postal Customer

## COUNTY CONTACTS

Department	Duties	Phone
Administration	Budgets, personnel management, passports, notary	(507) 637-4016
Assessor	Value property, tax classification	(507) 637-4008
Auditor/Treasurer	Property taxes, elections	(507) 637-4013
Probation	Supervises adult, juvenile offenders	(507) 637-4047
County Attorney	Prosecutes crimes; victim services	(507) 637-4040
Court Administration	Fees, fines; jury duty; court dates	(507) 616-4800
Economic Development	Business loan programs, housing, childcare	(507) 637-1122
Emergency Management	Emergency Operations Planning, FEMA	(507) 637-4035
Environmental	Planning & Zoning, building permits & zoning ordinances, septic systems, Plum Creek Park	(507) 637-4023
Health & Human Services	Public assistance, crisis and disability services, financial assistance, WIC, foster care	(507) 637-4050
Highway Department	Road, bridge & highway maintenance	(507) 637-4056
License Center (DMV)	Driver's License, REAL ID, DNR, tab renewal, driver's tests	(507) 637-4029
RRRSWA	Solid Waste & Recycling services	(507) 637-1800
Recorder	Birth certificates, vital records, marriage license	(507) 637-4032
Restorative Justice	Facilitated peacemaking circles for victims & offenders	(507) 637-1139
Sheriff	Law enforcement, jail, gun permits	(507) 637-4036
Soil & Water	Manage Soil & Water resources of the County	(507) 637-2427
Technology/IT	Manages County technology infrastructure	(507) 637-4017
U of M Extension	4-H Extension office	(507) 637-4025
Veterans Services	Veterans benefits	(507) 637-4034

INTERESTED IN STAYING UP TO DATE WITH REDWOOD COUNTY NEWS?  
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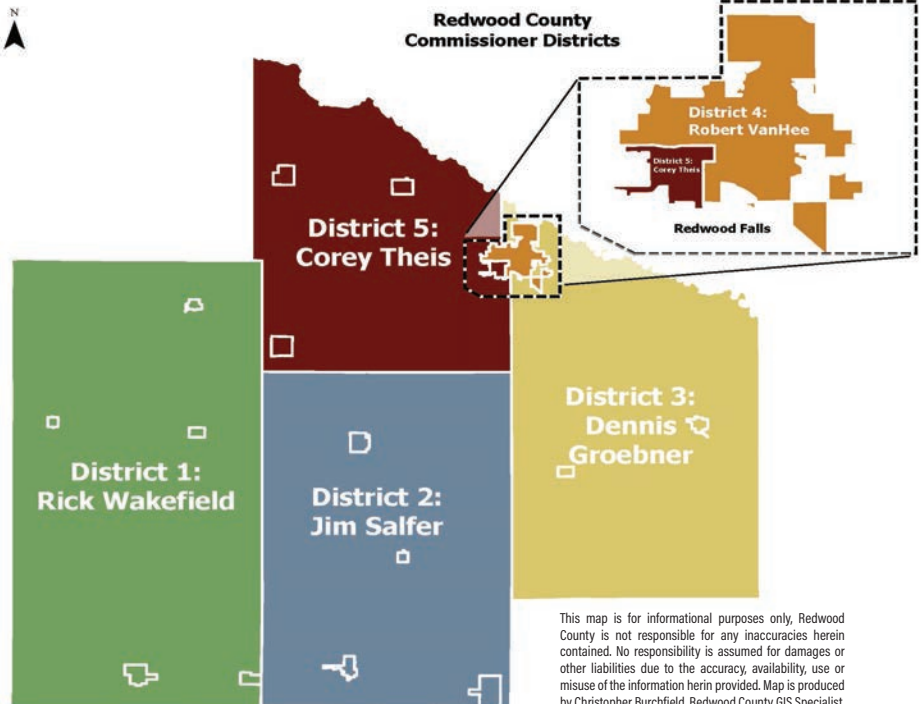
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[plumcreekpark.com](http://plumcreekpark.com)  
[redwoodswcd.org](http://redwoodswcd.org)



	<b>Rick Wakefield - District 1</b> Phone: (507) 859-2369 Email: <a href="mailto:rick_w@redwoodcounty-MN.gov">rick_w@redwoodcounty-MN.gov</a> Term: 2025-2028
	<b>Jim Salfer - District 2</b> Phone: (507) 829-8029 Email: <a href="mailto:jim_s@redwoodcounty-MN.gov">jim_s@redwoodcounty-MN.gov</a> Term: 2023-2026
	<b>Dennis Groebner - District 3</b> Phone: (507) 692-2235 Email: <a href="mailto:dennis_g@redwoodcounty-MN.gov">dennis_g@redwoodcounty-MN.gov</a> Term: 2023-2026
	<b>Bob Van Hee - District 4</b> Phone: (507) 616-1000 Email: <a href="mailto:bob_v@redwoodcounty-MN.gov">bob_v@redwoodcounty-MN.gov</a> Term: 2025-2028
	<b>Corey Theis - District 5</b> Phone: (507) 430-4150 Email: <a href="mailto:corey_t@redwoodcounty-MN.gov">corey_t@redwoodcounty-MN.gov</a> Term: 2025-2028



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. Map is produced by Christopher Burchfield, Redwood County GIS Specialist.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	April 7, 2026	<b>Originating Dept.:</b>	A/T
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	TMB Sports Club Inc Liquor License Application		
	<b>Presenter:</b>	Vicki K	
	<b>estimated time needed:</b>		
<b>Board Action:</b>	<input checked="" type="checkbox"/> <b>Yes, action required</b>	<input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Approve 2 Liquor Licenses for TMB Sports Club Inc. for 3.2 and strong beer/wine

**Background Information:**

Off Sale License for 3.2 Beer for Consumption ON Premises  
 On-Sale Strong Beer Authorization (Wine) for Consumption ON Premises

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

Administrators Comments:

[Empty box for Administrator Comments]

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	April 7, 2026	<b>Originating Dept.:</b>	A/T
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Vesta Bar Tobacco License		
	<b>Presenter:</b>	Vicki K	
	<b>estimated time needed:</b>		
<b>Board Action:</b>	<input checked="" type="checkbox"/> <b>Yes, action required</b>	<input type="checkbox"/> <b>No, informational only</b>	

**If Action, Board Motion Requested:**

Approve Tobacco License for the Vesta Bar

**Background Information:**

The Vesta Bar has a new owner, but kept the business name the same.

Supporting Documents:  Attached  None

County Attorney Reviewed Information:  Completed  In Progress  Not applicable

Date Legal Request Submitted to County Attorney:

Date Requestor Requires Review Completion:

**Administrators Comments:**

Reviewed by Administrator:  Yes  No

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	April 7, 2026	<b>Originating Dept.:</b>	Admin
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Tracy Country Club Gambling Permit Application		
	<b>Presenter:</b>	Vicki K	
	<b>estimated time needed:</b>		
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve Tracy Country Club Gambling Permit application.

**Background Information:**

The Gambling Permit Application is for the Tracy Country Club to put pull tabs at their location this summer.

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 \*\***

**LG214 Premises Permit Application**

**Annual Fee \$150 (NON-REFUNDABLE)**

**REQUIRED ATTACHMENTS TO LG214**

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

**Mail the application and required attachments to:**  
 Minnesota Gambling Control Board  
 1711 West County Road B, Suite 300 South  
 Roseville, MN 55113

**Questions?** Call 651-539-1900 and ask for Licensing.

**ORGANIZATION INFORMATION**

Organization Name: Eagles Aerie 3918 Tracy License Number: 00326  
 Chief Executive Officer (CEO) Richard Ross Daytime Phone: 620-626-9424  
 Gambling Manager: Jeremy Trulock Daytime Phone: 507-829-5515

**GAMBLING PREMISES INFORMATION**

Current name of site where gambling will be conducted: Tracy Country Club  
 List any previous names for this location:  
 \_\_\_\_\_  
 Street address where premises is located: 10752 US-Hwy 14  
(Do not use a P.O. box number or mailing address.)

City: <b>OR</b> Township:	County:	Zip Code:
Tracy	Redwood	56175

Does your organization own the building where the gambling will be conducted?  
 Yes  No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?  Yes  No  Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?  Yes  No  Don't know

**GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**

Bank Name: Minnwest Bank Bank Account Number: 1220017283  
 Bank Street Address: 250 3rd St City: Tracy State: **MN** Zip Code: 56175

**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>351 S 4th St</u>	<u>Tracy</u>	<b>MN</b>	<u>56175</u>
<u>154 4th St</u>	<u>Tracy</u>	<b>MN</b>	<u>56175</u>
_____	_____	<b>MN</b>	_____

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

<p><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>_____ Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin-top: 20px;"> <p><b>Local unit of government must sign.</b></p> </div>	<p><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p>County Name: <u>Redwood County</u></p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>_____ Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>_____ Title: _____ Date Signed: _____</p>
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**ACKNOWLEDGMENT AND OATH**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol> | <ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol> |
|--|---|

\_\_\_\_\_  
**Signature of Chief Executive Officer (designee may not sign)** \_\_\_\_\_  
Date

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	April 7, 2026	<b>Originating Dept.:</b>	A/T-Admin
<b>Preferred 2<sup>nd</sup> Date:</b>			
<b>Discussion Item:</b>	Snowmobile Trails Certification		
	<b>Presenter:</b>	Vicki K	
	<b>estimated time needed:</b>		
<b>Board Action:</b>	<input checked="" type="checkbox"/> Yes, action required	<input type="checkbox"/> No, informational only	

**If Action, Board Motion Requested:**

Approve Certification of Trail Completion 4th Benchmark and new application

**Background Information:**

As Fiscal sponsor for the Redwood County Snowmobile Trails Assistance program, disbursement of the grant funds is contingent upon on its sponsor providing its certification of Trail Closure/Application submission for the grant-in-aid program. The Board must certify that the checklist/mandatory items have been met and approve the requirement of the 4th Benchmark have been completed and prove the application for the next grant cycle.

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 \*\***

## MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING APPLICATION

Trail/Area Name /Type of Trail (PRINT or TYPE) <b>REDWOOD COUNTY TRAILS</b>		Date <b>4/2/2026</b>	
Trail Administrator (PRINT or TYPE) <b>JANE MAGERS</b>		Trail Administrator Signature <i>Jane Magers</i>	
Address (No. & Street, RFD, Box No., City, State, Zip Code) <b>311 NORMANDALE ROAD REDWOOD FALLS MN 56283</b>		Home Phone Number <b>507-828-2280</b>	Work Phone Number
GPS Verified Miles of Trail (include any information relating to trail route changes): <b>193</b>		Date of Meeting Attended:  <b>4/2/2026</b>	
Department Use Only			
Verified Miles:	Mileage Rate:	Amount:	Recommended:  \$ _____

### SPONSOR APPROVAL

Unit of Government <b>REDWOOD COUNTY</b>		Telephone Number (Include Area Code):
Authorized Signature of Sponsor	Title	Date

### CERTIFICATION BY DEPARTMENT OF NATURAL RESOURCES

Authorized Signature For DNR	Area Parks and Trails Supervisor	Date
Authorized Signature For DNR	Regional Parks and Trails Manager	Date

### Checklist/Mandatory Attachments:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Certification of Trail Closure/4<sup>th</sup> Benchmark</li> <li><input checked="" type="checkbox"/> Grooming Logs from the Previous Year</li> <li><input type="checkbox"/> Sponsor Resolution</li> <li><input checked="" type="checkbox"/> Update of Current Trail Alignments</li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Proof of Club Non-Profit Status</li> <li><input checked="" type="checkbox"/> Trail Contact Information Form</li> <li><input checked="" type="checkbox"/> Backup Grooming Plan</li> </ul> |
|--|---|

*No Changes*

# SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING

## Certification of Trail Closure/Application Submission

4<sup>th</sup> Benchmark – Due By May 15<sup>th</sup>

Trail Name: REDWOOD COUNTY TRAILS

Club/Organization Name: MINNESOTA VALLEY SNOW RIDERS

Trail Administrator Signature: Jane Rogers Date: 4-2-24

By signing this form, the Sponsor certifies that the above snowmobile trail has been satisfactorily closed as defined within the Minnesota Snowmobile Trails Assistance Program Manual, an application for the coming grant round is completed and on file by May 15<sup>th</sup> and that a backup grooming plan is in place and is on file in the event the groomer or the operator are not able to maintain the trails.

Is there any reason why the Department of Natural Resources should withhold any part of this payment?  
YES \_\_\_\_\_ NO X

If YES, please elaborate: \_\_\_\_\_

Sponsor Name (Local Unit of Government): REDWOOD COUNTY

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

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

Amount requested \$ \$4333.56 (Up to 5% of the original contract.)

### DEPARTMENT USE ONLY

#### THIS INVOICE APPROVED FOR PAYMENT BY:

Parks and Trails Area Supervisor – OK TO PAY	Date	FY	Amount
			\$
SWIFT PO:	RECEIPT #		
VENDOR #:	LINE #		
SERVICE BEGIN DATE: <u>April 1, 20</u>	SERVICE END DATE:		
INVOICE #:  <span style="float: right;"><b>BM4</b></span>	Vendor Name and Address:		



## 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**

12/31/2026

**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](#)

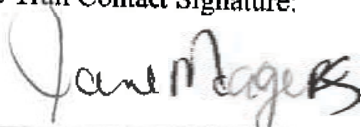
<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	07/17/2000	Original Filing - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	07/17/2000	Nonprofit Corporation (Domestic) Business Name (Business Name: Minnesota Valley Snow Riders - Redwood)	
<input type="checkbox"/>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



## MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING GRANTS

### TRAIL CONTACT INFORMATION FORM

The following form must be completed for each grant-in-aid grant. The information provided will be used for the snowmobile trail quad maps and on the official DNR Web site.

1. Trail Name: REDWOOD COUNTY TRAILS	2. Club Name: MINNESOTA VALLEY SNOW RIDERS
2. Trail Map Number (from Quad Map): 193	3. Unit of Government Sponsor: REDWOOD COUNTY
4. Public Trail Contact Name (please print): JANE MAGERS	5. Public Trail Contact Phone Number: 507-828-2280
6. I approve the use of my name and phone number by the Minnesota Department of Natural Resources as it relates to snowmobile trail information for the above referenced snowmobile trail. I certify that I am the public contact person for this trail system. Trail contact information will be included on the snowmobile trail quad maps and on the official DNR Web site.	
Public Trail Contact Signature: 	Date of Signature: 4-2-26

DEPARTMENT USE ONLY		
DNR Approval		
Authorized Signature:	Area Trails Unit Supervisor	Date of Signature:

## BACKUP GROOMING PLAN

### REDWOOD COUNTY TRAILS

There are 3 snowmobile clubs with in Redwood County. The clubs are in close contact with each other and work together throughout the year. The trail miles are divided fairly even and each club has its own miles to groom the snowmobile clubs own 3 groomers with in the county are more than capable of getting all the miles groomed on a regular basis. In the event of a breakdown or a very heavy snow fall for for some reason the one club can't get their miles groomed: the clubs have an agreement to help each other groom until they van get their groomer repaired and functioning properly. Also, if the normal groomer operator can't groom, there are many club members who will volunteer to operate the groomer s We also have a groomer coordinator to monitor the groomer and conditions of the trails. This plan should help keep the trails safe and groomed through the season.

*Jane Magers  
Trail Administrator  
Redwood County – Mn Valley Snow Riders*