



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 1, 2022 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. October 18, 2022
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve Liquor Lodge Wine Cooler Repair
7. **Scheduled Public Hearings**
8. **Old Business**
 - A. Assessment for Delinquent Utility Account – Resolution #62
 - B. Petition to Vacate Alley – Ordinance #82
9. **Regular Agenda**
 - A. 2023 Seasonal and Part-time Employee Pay Plans – Resolution #63
 - B. Employee Life and Long-Term Disability Insurance Renewal – Resolution #64
 - C. Employee Life Insurance Renewal – Resolution #65
 - D. Engineering Services for 2023 Electric Conversion Project – Resolution #66
 - E. MN DNR Fishing Pier Cooperative Agreement – Resolution #67
 - F. Preliminary & Final Plat – Kwik Trip 1203
 - G. Addendum to Law Enforcement Support Offices State Plan of Operation
10. **Other Items and Communications**
 - A. Council Items
 - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
 - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, OCTOBER 18, 2022**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, October 18, 2022, at 5:00 p.m.

Roll call indicated Mayor Tom Quackenbush and Council Members Matt Smith, Denise Kerkhoff, Jim Sandgren, Larry Arentson, and John T. Buckley were present, constituting a quorum.

Also present were City Administrator Keith Muetzel, Finance Director Kari Klages, City Attorney Trenton Dammann, Public Works Project Coordinator Jim Doering, and Council Secretary Caitlin Kodet.

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to approve the agenda. Motion passed by unanimous vote.

A motion was made by Council Member Buckley and seconded by Council Member Arentson to approve the October 4, 2022, minutes as presented. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve the following item on the Consent Agenda.

1. Purchase of Kubota Snow Broom

Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:02 p.m. to discuss the Petition to Vacate an Alley.

City Attorney Dammann introduced Ordinance No. 82, Fourth Series – An Ordinance Vacating an Alley Located in Block 9 of Watson’s 2nd Addition and Block 1 of Watson’s 4th Addition in the City of Redwood Falls.

Mr. Dammann stated the City received a land use application from David Klabunde requesting to vacate the alley running east and west in Block 9 of Watson’s 2nd Addition and Block 1 of Watson’s 4th Addition with access located between 504 and 508 N. Lincoln St. There are five parcels adjacent to the alley. David and Gina Klabunde own four of the five adjacent parcels. The only other adjacent property owner has been sent a notice of the proposed vacation and City Staff has not received any objection to the request. The public reservation of the alley no longer serves a clearly identified public purpose. City Staff is requesting the adjacent property owner, Mr. Klabunde, provide a 20 ft. utility easement in place of the alley, to which he has agreed. Staff recommends approval contingent on the landowner providing a recorded utility easement.

David Klabunde was present.

No one was present to voice any concerns.

Mayor Quackenbush closed the public hearing at 5:05 p.m.

A motion was made by Council Member Smith and seconded by Council Member Buckley to waive the reading of Ordinance No. 82, Fourth Series – An Ordinance Vacating an Alley Located in Block 9 of Watson’s 2nd Addition and Block 1 of Watson’s 4th Addition in the City of Redwood Falls. Motion passed by unanimous vote.

Library Director Connie Lechner was present to introduce Resolution No. 59 of 2022 – A Resolution Accepting a Donation to the City.

Council Member Buckley declared a conflict of interest due to his ownership interest in the Redwood Falls Nursery and abstained from the discussion and vote of Resolution No. 59 of 2022.

Ms. Lechner stated Resolution No. 59 of 2022 is accepting a financial donation in the amount of \$2,800 from the Redwood Area Library Foundation and \$2,500 from the Friends of the Library. The hydrangeas and coneflowers in the area of the Library under the stained glass window and to the end of the building (Homestead side) have needed replacing for several years. It was advised by Matt Buckley of Redwood Falls Nursery to install commercial grade edging and river rock for longer lasting landscaping and somewhat less maintenance than replacing mulch every couple of years. The Gloria Dei Church group volunteered to remove the old plants and edging to save \$1,000. Staff is requesting approval to accept the financial donations from the Redwood Area Library Foundation and the Friends of the Library to fund the entire landscaping project. Since the Redwood Area Library Foundation increased its donation amount there wouldn't be any budgeted funds needed to complete the project.

A motion was made by Council Member Smith and seconded by Council Member Sandgren to waive the reading of Resolution No. 59 of 2022 – A Resolution Accepting a Donation to the City. Motion passed by the following vote:

AYE: Council Members Smith, Arentson, Sandgren, and Kerkhoff
NO: None
ABSTAIN: Council Member Buckley

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve Resolution No. 59 of 2022 – A Resolution Accepting a Donation to the City. Motion passed by the following vote:

AYE: Council Members Smith, Arentson, Sandgren, and Kerkhoff
NO: None
ABSTAIN: Council Member Buckley

City Administrator Muetzel introduced the agenda item 9B - Declare Fire Truck Surplus Property and Authorize Sale.

Mr. Muetzel stated on July 12, the advertisement for bids closed for the sale of the 1992 aerial fire truck and no bids were received. On August 2, the City Council approved a listing agreement with Brindlee Mountain Fire Apparatus to list, market, and attempt to sell the truck on our behalf which has yielded no results. On October 5, the Morgan City Council approved a proposal to purchase the truck for \$7,500. The proposed purchase price represents a fair market value for the truck in its current condition and staff recommends accepting the proposal.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to approve the agenda item 9B - Declare Fire Truck Surplus Property and Authorize the Sale in the amount \$7,500. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Redwood Electric Cooperative Service Territory Agreement.

Mr. Muetzel stated Minnesota Statute provides electric utilities the exclusive right to serve customers within an assigned service territory and prohibits the provision of electric service by another utility within that service territory without written consent and agreement. The location of the Reflection Prairie Subdivision and Reflection Ridge Business Park is within Redwood Electric Cooperative's electric service territory. Being this property has been annexed into the City of Redwood Falls, the City desires to adjust the Cooperative's assigned electric service territory boundaries in order for the City to provide electric service to the development sites.

Mr. Muetzel stated state statute authorizes electric utilities to enter into agreements to revise their electric service territory boundaries subject to approval by the MN Public Utilities Commission. Within these agreements, the utility that is “giving up” the service territory is typically compensated for potential future lost revenue by the utility that is gaining service territory. In January of 2022, staff began having conversations with representatives from the Redwood Electric Cooperative regarding the transfer of service territory rights. Negotiations have been ongoing, and the Cooperative’s board of directors recently approved an Electric Service Territory Agreement.

Mr. Muetzel further stated under the terms of the proposed agreement, the City will compensate the Cooperative over a ten-year period. The ten-year period begins when the City’s first metered service is installed in the affected area. The City would compensate Redwood Electric Cooperative with a one-time payment of \$1,700 for each single-family lot, a one-time payment of \$2,700 for each commercial lot, and a one-time payment of \$800 for each meter in a multi-family apartment building to which the City provides electric service. Legal counsel has advised that the proposed compensation is in line with other recently approved service territory transfer agreements and staff recommends approval.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the Redwood Electric Cooperative Service Territory Agreement. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 60 of 2022 – Designation of Annual Polling Place.

Ms. Klages stated all cities and townships must pass a resolution each year establishing the polling places for any elections scheduled for the following year. An annual resolution is required even if the polling place does not change. Resolution No. 60 designates the 2023 polling place as the Redwood Area Community Center located at 901 East Cook Street, Redwood Falls.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 60 of 2022 – Designation of Annual Polling Place. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Buckley to approve Resolution No. 60 of 2022 – Designation of Annual Polling Place. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 61 of 2022 – Authorization to Execute Task Order No. 2022-5 For the Wastewater Phosphorus Reduction Project.

Mr. Doering stated Resolution No. 61 Authorizes Task Order No. 2022-5 for the Redwood Falls Phosphorus Reduction Project with Bolton and Menk, Inc. (BMI) to provide a listed scope of services for 2022 in the amount not to exceed \$633,000.00 without further Council approval. The Task Order project scope covers plan development through bid development and contract award. Council approved the facility plan and PSIG grant application to the Public Facilities Authority on March 15, 2022. This grant, once received, would cover up to seven million of the total project cost. The total project (plan development, bidding, construction, and testing) is estimated at \$9.9 million with contingency. The estimated schedule puts the construction start in spring of 2024, with this task order covering activities from time of approval out to September of 2023.

Mr. Doering stated the current grant application was approved and submitted in March of 2022 but is currently in limbo. Since the legislature did not pass a bonding bill, the grant program wasn’t replenished and thus the application has not been processed. The next legislative session may elect to pick up and fund what was proposed in last year’s bonding request, or they may start over and we would have to re-apply again in March of 2023 if the bill is passed in 2023. The scope of Task Order 2022-5 is eligible for reimbursement of up to 80% once the grant is received.

A motion was made by Council Member Buckley and seconded by Council Member Smith to waive the reading of Resolution No. 61 of 2022 – Authorization to Execute Task Order No. 2022-5 For the Wastewater Phosphorus Reduction Project. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 61 of 2022 – Authorization to Execute Task Order No. 2022-5 For the Wastewater Phosphorus Reduction Project. Motion passed by unanimous vote.

Public Works Project Coordinator Doering gave an update on the Lake Redwood dredging project. As of October 22, dredging of Lake Redwood is complete. A total of 682,880 cubic yards of sediment has been removed from Lake Redwood, surpassing the bid quantity of 657,329 cubic yards. The Redwood-Cottonwood Rivers Control Area Board of Directors approved the extra yardage as grant funding remained. Brennan’s crew has begun preparing the dredge for demobilization, and removal of the pipeline. The dredge will leave Redwood Falls the week of October 24 as well as the pumps and other ancillary equipment. Brennan has subcontracted with Mathiowetz Construction Company to remove the pipeline and restore the driveways, field approaches and township roads the week of October 31 through November 4. Affected owners will be notified by door hangers of their scheduled date, and contact numbers provided if other arrangements are needed. Brennan will continue to monitor the Confined Disposal Facility until the middle of 2023.

Mr. Doering further stated City Staff and other local authorities recently met with the Department of Natural Resources (DNR) regarding management of Lake Redwood now that the dredging is completed. The City has authority over the boat landing and that area will be maintained by the City’s Parks and Rec Department. During the meeting, a 40 ft. fishing pier was discussed as well as fish stocking, and enforcement of wake zones and speed limits. The DNR also informed City Staff that funding is available to provide the City a 40 ft. fishing pier/dock as long as a cooperative agreement is in place for the City to maintain the dock.

Public Works Project Coordinator Doering gave an update on the Drew Street Project. Contractors are ready to start installing curb and gutter along Drew Street followed by the flat work, driveway, and alley approaches. Bituminous installation is scheduled to start on November 1 and be completed no later than November 23. Contractors will return next year to complete the final layer or bituminous.

Bills and Claims were presented to Council for informational purposes. No questions, comments, or concerns were raised.

There being no further business, a motion was made by Council Member Smith and seconded by Council Member Arentson to adjourn the meeting at 5:42 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

Meeting Date: November 1, 2022

AGENDA RECOMMENDATION

Agenda Item: Approve Liquor Lodge Wine Cooler Repair

Recommendation/Action Requested: Staff requests approval to replace the wine cooler cooling condensing unit per the attached proposal from CSR in the amount of \$11,840.

Summary/Overview:

The Liquor Lodge wine cooler is 20 years old and recently began leaking refrigerant (Freon) which has resulted in several service calls. Based on the age of the equipment, staff recommends replacing the condensing unit. Staff feels the repairs are necessary, however, this item was not included in the 2022 operating budget. The cost of the proposed repair is \$11,840.

Attachments: Quote – CSR

October 21, 2022

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Bill Bohn
Liquor Lodge
1040 East Bridge Street
Redwood Falls, MN 56283

Quote # 9490 Replace Refrigeration

SCOPE OF PROJECT

In a recent service call, there were leaks found in the evaporator coil in the 3 door wine cooler at the liquor lodge in Redwood Falls, MN the condensing unit is dated and the refrigerant has a high GWP. Carlson & Stewart Refrigeration (CSR) would like to propose to replace the evaporator and condensing unit using R449A a approved refrigerant.

PROPOSAL

We will provide the labor and materials to install Bohn Model # BCH0015MCACZ 208/230/3ph outdoor condensing unit that will have the following options.

- Copeland Scroll Compressor.
- Heated insulated receiver (cold weather package).
- Adjustable low and fixed high safety switches.
- Shut off valves.
- Liquid sight glass and filter.
- Suction accumulator.
- Fixed EC motor.

The evaporator coil will be a Bohn model # BEL0115AS6AMAB0200 115V that will have the following options.

- Stucco galvanized cabinet.
- Copper tube aluminum fins.
- Air defrost.
- 2 Speed EC motors.

InteliGen Refrigeration Control (IRC) that will include the following.

1. Monitors suction, coil, room temperature and suction pressure for control and alarm.
2. Electronic expansion valve (EEV).
3. Controls room temperature and defrost including smart defrost.
4. Auxiliary contacts for alarm if desired.

Installation

We will provide the labor and materials to install the above equipment that will include the following.

- Remove refrigerant and dispose of existing equipment.

Bill Bohn
Liquor Lodge

Quote # 9490 Replace Refrigeration

- The new equipment will be located in the same location as the existing.
- The existing refrigeration piping will be reused and tied back into when possible.
- The existing drain will be reused and tied back into when possible.
- The system will be leak free, evacuated and charged with R449A.
- The system will be started and checked for proper operation.

Note:

- An electrician will be needed to disconnect and reconnect electrical.
 - The work should be completed in one day.
 - Product will need to be cleared out of the way to preform work in needed areas.
-
- If hot work is taking place, CSR has included provisions to follow the OSHA 1915.504(c)(2)(iv) standard, which calls for a 30-minute fire watch. If additional time is desired, additional charges will be billable.

We have included a freight cost estimate of \$25 for this piece of equipment. Due to the uncertainty of the times, shipping costs are changing rapidly. As a result, your final bill will be adjusted to account for actual freight costs or a mid-project change order may be required.

** CSR has made efforts to present all believed freight costs associated with this project in the pricing at the end of this proposal. In some cases, we have disclosed the values for specific pieces of equipment in the preceding content as well. In the event freight costs exceed the amounts budgeted, CSR may, at its sole discretion, quantify the overages and bill the customer accordingly.

** At the time of drafting this proposal, CSR has made efforts to ensure pricing for all furnished equipment and materials is accounted for. Due to the volatile market surrounding many industries, if notable price increases or supply shortages outside of CSR's control occur, additional costs may be made billable in addition to the proposed price below. Additionally, there may be project delays associated with possible equipment/material shortages. In either case, CSR will communicate with you about any possible price increases or project delays should they become pertinent.

This Proposal Does Not Include:

- Any allowances for electrical power or control work.
- Any allowances for overtime labor unless stated in the text above.
- City or County permit fees that may be required to complete the work as specified in this proposal unless stated in the text above.

Bill Bohn
Liquor Lodge

Quote # 9490 Replace Refrigeration

F. O. B. Job site, cost of freight is included.

State and local sales and/or excise taxes will be remitted to the proper state for equipment, labor, and materials as specified in this proposal, when appropriate. Sales, Use & Excise taxes due on equipment, labor, or materials furnished by others have not been included.

Warranty: In accordance with the warranty provisions in our Terms and Conditions of Sale, the Terms and Conditions of Sale and Warranties of the following equipment manufacturers may be relevant:

Bohn

Acceptance of Proposal: Acceptance of this proposal is subject to credit approval. First time orders for new customers may be subject to down payment or other terms that will no longer be required once credit history has been established.

Invoicing and Payment: A payment for 25% of the accepted price may be invoiced upon project approval. The major pieces of equipment will be invoiced up to 45-business days prior to expected equipment shipment. Installation labor and materials will be invoiced bi-weekly as the job progresses. No portion of this contract may be withheld as retainage. Payment is Net 10 days from the invoice.

We will complete this proposal as specified for the sum of **\$11,840.00**

Eleven Thousand Eight Hundred Forty Dollars

This proposal may be withdrawn if not accepted by **November 30th 2022**

By: Darrel Olson Title: Estimator

ACCEPTANCE: The prices, specifications, terms and conditions (see reverse) are satisfactory and are hereby accepted. Payment will be made as described above.

Accepted Price: _____ Company: _____
Date: _____ By: _____
Title: _____

CARLSON & STEWART REFRIGERATION, INC

Terms and Conditions of Sale

- 1. OFFER AND ACCEPTANCE.** This order is accepted on and subject to the following terms and conditions. Seller's acceptance of any offer by Buyer to purchase the products and services is expressly conditional upon the Buyer's assent to all the terms and conditions herein, including and terms additional to or different from those contained in the offer to purchase. Seller hereby objects to any different or additional terms or conditions contained in any acceptance by Buyer of any offer made by seller or in any other documents submitted by Buyer. If the products and services are being provided pursuant to a quotation in writing from Seller, the terms of such quotation shall apply to this sale as they differ from those general conditions of sale and, in all other respects, these general conditions of sale shall govern. The above applies even if Buyers previously submitted a purchase order or other document that limits acceptance by Seller to terms of that purchase order.
- 2. TAXES.** The price does not include any taxes unless otherwise indicated. In the event taxes are not included, Buyer shall be responsible for the payment of all taxes applicable to, or arising from the transaction, the property, its sale, value, or use, or any services performed in connection therewith regardless of the person or entity actually taxed.
- 3. PAYMENT TERMS.** Unless otherwise expressly provided on the reverse hereof, payment shall be due immediately upon receipt of the invoice, without discount. All payments shall be made in United States dollars. All payments made after thirty days from the date of the invoice will be subject to a service charge of 18% per annum, or the maximum allowable by applicable law, whichever is higher. Seller shall be entitled to recover all attorneys' fees and costs incurred to enforce these Terms and Conditions of Sale. If in the Seller's opinion reasonable doubt exists as to the Buyer's financial condition, Seller may, at any time, and without prejudice to any other remedies, suspend performance of any order, decline to ship, stop any material in transit, or require full or partial payment in advance.
- 4. WARRANTY.** Products supplied by Seller but manufactured by others are warranted only to the extent of that manufacturer's warranty. In the event such product fails to comply with its warranty, Buyer shall contact the product's manufacturer and be subject to the remedy provisions provided by that manufacturer. Seller makes no representation regarding the terms of the manufacturer's warranty. Buyer is responsible for obtaining warranty information directly from manufacturer. In addition, unless otherwise stated, Seller warrants for 90 days from system start up that all of the products supplied comply with the specifications in the contract. In the event any of the products fail to comply with their specifications, Seller will correct such non conformity, at its sole option, by repair or replacement of the nonconforming part or parts. Seller also warrants that the installation service performed by it and its subcontractors will be performed in accordance with generally accepted professional standards for one year from the date of system start up. Seller shall correct any failure to conform to this warranty if notified in writing within one year after system start up. The above warranties apply only if the product has been operated and maintained in accordance with the manufacturer's and Seller's recommendations and standard industry practices. In addition, unless otherwise provided, costs for labor, transportation, gaining access to, removal, installation, temporary power, or any other expenses which may be incurred in connection with repair or replacement are not included in the foregoing warranties and will be chargeable to Buyer.
- 5. WARRANTY DISCLAIMER; LIMITATION OF REMEDIES.** THE ABOVE WARRANTIES ARE THE SOLE AND ENTIRE WARRANTIES PERTAINING TO THE PRODUCT AND SERVICE SUPPLIED UNDER THIS CONTRACT AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW. TRADE USAGE OR COURSE OF DEALING, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED ABOVE ARE THE BUYER'S SOLE REMEDIES FOR ANY FAILURE OF SELLER OR ITS SUBCONTRACTS OR SUPPLIERS TO COMPLY WITH ITS OBLIGATIONS. CORRECTION OF ANY NON-CONFORMITY IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL THE LIABILITIES OF SELLER, ITS SUBCONTRACTORS OR SUPPLIERS, WHETHER THE CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF THE PRODUCT OR SERVICE FURNISHED.
- 6. LIMITATION OF LIABILITY.** Seller, its subcontractors and suppliers of any tier, shall not be liable in contract, in tort, (including negligence or strict liability) or otherwise for damage to property or equipment, loss of profits or revenue, loss of use of equipment, cost of capital, additional expenses incurred in using existing facilities, claims of customers of the Buyer, or for any special, indirect, incidental or consequential damage whatsoever. The remedies of the Buyer set forth herein are exclusive and the total cumulative liability of Seller with respect to this contract, or anything done in connection therewith, such as the performance or breach thereof, or from the installation, manufacture, sale, delivery, resale or use of any product covered or furnished under the contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based, or cost of services supplied.
- 7. INDEMNIFICATION.** Buyer assumes all other risks and liabilities for any loss, damage or injury to persons, property, or the environment arising from the use of the product. Buyer further agrees to indemnify and hold Seller harmless from all claims, actions, suits, demands and judgments arising from Buyer's use of the product, including, but not limited to any expenses arising from actions brought under the Occupational Safety & Health Act or other governmental regulations or laws.
- 8. TERMINATION.** Buyer may cancel its order only with the written consent of Seller and upon terms that will indemnify Seller for any loss, damage and expense arising from such cancellation. Seller may terminate this contract as a result of an act of force majeure as defined in Paragraph 12 hereof, and in such event, Seller shall have no further liability to product or ship any equipment hereunder and shall have no liability for damages to Buyer or others. If Seller terminates this contract, other than as a result of an act of force majeure, Seller's sole liability shall be to use reasonable efforts to obtain similar products from another source at a price not to exceed Seller's quoted price for the equipment.
- 9. TECHNICAL ADVICE.** Seller's warranty shall not be enlarged, and no obligation or liability shall arise out of Seller's rendering of technical advice, in connection with Buyer's order of the product. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any product or parts furnished under this contract is believed to be reliable. However, Seller makes no warranty, express or implied of results to be obtained, Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such product or parts in accordance with such technical advice.
- 10. ASSIGNMENT.** Buyer shall not assign its rights or obligations under this contract without Seller's prior written consent. Buyer shall not assert against any assignee of Seller of this contract (or any part hereof) any claim or defense that it may have against the Seller.
- 11. FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation relating to the sale of the equipment caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of the United States Government, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the control of Seller.
- 12. TIME FOR CLAIMS.** Unless otherwise indicated, any action by Buyer based on a claim arising out of this contract must be commenced within 30 days after the basis for such claim could reasonably have been discovered.
- 13. ADDITIONAL WORK.** Any additional work performed by Seller for Buyer, beyond the scope of this contract, shall be performed in accordance with these general terms and conditions, and Buyer shall pay Seller for same at Seller's then current rates for such services, or as may be otherwise negotiated by the parties.
- 14. TITLE.** The products supplied under this contract shall remain the property of Seller until fully paid for, and the Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title to such products by Seller.
- 15. RISK OF LOSS-FREIGHT.** Unless otherwise provided, risk of loss of the product, or any part, shall pass to the Buyer upon delivery of such product to the designated delivery (F.O.B.) point. Unless otherwise indicated, freight costs for delivery of these products is not included in the purchase price.
- 16. INSURANCE.** Seller will supply to Buyer upon request a Certificate of Insurance indicating the levels of coverage.
- 17. NONTRANSFERABLE LICENSE.** Seller hereby grants to Buyer a nonexclusive, nontransferable object code only license to use the computer software included in the Programmable Logic Controller (the "PLC Ladder Logic") delivered to Buyer. Buyer agrees that the PLC Ladder Logic (1) is being licensed, and not purchased, by Buyer, (2) is confidential and contains proprietary trade secrets owned by Seller, (3) may be used by Buyer only in conjunction with the products delivered by Seller to Buyer and (4) may not be reset, reprogrammed, modified, decompiled, copied or disclosed to any third party without Seller's prior written consent. Buyer shall not remove or alter any copyright or other proprietary rights notices included with the PLC Ladder Logic. In addition to other remedies, Seller shall have a right to injunctive relief for violations of this Section 17.
- 18.** The product and services provided by Seller under this contract constitute improvements to real estate.
(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR (BUYER'S) PROPERTY MAY FILE A LIEN AGAINST YOUR (BUYER'S) PROPERTY IF THAT PERSON OR COMPANY HAS NOT PAID FOR THE CONTRIBUTIONS.
(b) UNDER MINNESOTA LAW, YOU (BUYER) HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US (SELLER) UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE (SELLER) GIVE YOU (BUYER) A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU (BUYER) TIMELY NOTICE.
- 19. GOVERNING LAW.** The validity, interpretation and performance of the terms and conditions of this contract shall be governed and construed in accordance with the laws of the State of Minnesota, United States of America. Buyer consents to the jurisdiction of the courts located in Minnesota and agrees that all disputes between Buyer and Seller shall be brought in Minnesota with the exception of those matters that arise out of work performed by Seller's South Dakota location, which shall be brought in the courts of South Dakota and construed in accordance with the laws of the State of South Dakota.
- 20. ENTIRE AGREEMENT.** The terms set forth herein constitute the sole terms and conditions of the contract between Buyer and Seller. No other warranty, term, condition or understanding, whether oral or written, shall be binding upon Seller, unless hereafter made in writing and signed by Seller's authorized representative.

AGENDA RECOMMENDATION

Meeting Date: November 1, 2022

Agenda Item: Resolution No. 62 of 2022 – Resolution Adopting Assessments for Delinquent Utility Accounts

Recommendation/Action Requested: Open public hearing to discuss the proposed resolution. After discussions are held, close the public hearing. Read the resolution or make a motion to waive the reading of the resolution. If there are no concerns, adopt the proposed resolution by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: Attached for your consideration is a resolution handling one delinquent utility account charge 30 days past due. On October 4, 2022, City staff received a request from the property owner of parcel 88-423-0640 to postpone the hearing because he was not able to attend. City Council rescheduled the public hearing for parcel 88-423-0640 to the November 1, 2022, meeting. Staff recommends approval of the resolution as mentioned above.

Delinquent Process:

- Delinquent letters are mailed to the utility account holders.
- Delinquent letters are then mailed to the property owners if not collected from account holders.
- Any unpaid balance is then brought to the Council to be approved by resolution.
- Pending assessments passed by resolution and still outstanding as of November 1 will be charged a \$50 fee and then are transferred to Redwood County to be assessed on the tax rolls.

Attachments: Resolution No. 62 of 2022

RESOLUTION NO. 62 OF 2022
RESOLUTION ADOPTING ASSESSMENTS FOR DELINQUENT UTILITY ACCOUNTS

WHEREAS, Section 9.02 of the Home Rule Charter of the City of Redwood Falls provides that the City Council may provide by Ordinance that the costs of any utility services provided to a property located within the City of Redwood Falls may be assessed against the property benefited and collected in a like manner as are special assessments; and

WHEREAS, Section 3.04, Subd. 8D of the Redwood Falls City Code of Ordinances provides that each utility account which is more than thirty (30) days delinquent may, when authorized by Resolution of the City Council, be certified by the City Administrator of the City of Redwood Falls to the County Auditor for payment in a single installment; and

WHEREAS, certain accounts, as listed on this resolution, have been established with the Redwood Falls Public Utilities Department for the purpose of providing utility services to the premises specified for each account listed therein, said premises being located in the City of Redwood Falls, Redwood County, Minnesota; and

WHEREAS, there is an outstanding balance that is more than thirty (30) days delinquent on the customer accounts listed below in the amount as set forth therein; and

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment of delinquent utility accounts listed below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA:

1. The properties listed below are hereby specially assessed in the amount specified for each parcel. The amounts certified may include a \$50.00 assessment fee.
2. Such assessments shall be payable in a single installment.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property to the City Treasurer.
4. Before certification of the assessment to the County Auditor, the City Administrator or other authorized official, is authorized and directed to accept partial prepayment of the assessment, but not less than 50% of the total amount of any assessment, and reduce the amount certified to the County Auditor accordingly. Partial prepayment may be accepted only during the 30-day period following approval of the assessment.
5. The Accounts Receivable Coordinator shall forthwith transmit certified duplicates of the assessments to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ACCOUNT	LEGAL DESCRIPTION	PARCEL	AMOUNT
01-02990-97	HITCHCOCK SECOND, NORTH ½ LOT 3 & WEST 20', NORTH ½ LOT 2, BLOCK 4	88-423-0640	\$410.08

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 1st day of November 2022.

ATTEST:

Keith T. Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me
This 1st day of November 2022.



Trenton Dammann
City Attorney
Phone: (507)616-7400
Fax: (507)637-2417

tdammann@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: November 1, 2022

Agenda Item: Proposed Ordinance No. 82, Fourth Series – An Ordinance Vacating an Alley Located in Block 9 of Watson’s 2nd Addition and Block 1 of Watson’s 4th Addition in the City of Redwood Falls

Recommendation/Action Requested: The proposed ordinance was introduced at the October 18, 2022, City Council Meeting. At tonight’s meeting, staff is requesting Council approve the ordinance by motion and roll call vote in accordance with Chapter 4 of the City Charter.

Summary/Overview: The City received a land use application from David Klabunde requesting to vacate the alley running east and west in Block 9 of Watson’s 2nd Addition and Block 1 of Watson’s 4th Addition with access located between 504 and 508 N. Lincoln St. There are five parcels adjacent to the alley. David and Gina Klabunde own four of the five adjacent parcels. The only other adjacent property owner has been sent a notice of the proposed vacation and City Staff has not received any objection to the request.

Pursuant to Section 12.06 of the Redwood Falls City Charter, Section 7.09 of the Redwood Falls City Code, and Chapter 3, Article 10, of the Redwood Falls Unified Development Ordinance, the City Council may vacate an alley by ordinance upon petition and public notice. A public hearing was held at the City Council Chambers on October 18, 2022, at 5:00 p.m. to address the proposed vacation of the alley. No objections to the proposed ordinance were received from the public.

The City’s Unified Development Ordinance requires several findings be made by City Council prior to an alley vacation. These required findings have been included in the language of the proposed ordinance.

City Staff is requesting the adjacent property owner, Mr. Klabunde, provide a 20 ft. utility easement in place of the alley, to which he has agreed. Staff recommends approval contingent on the landowner providing a recorded utility easement. Ordinance No. 82 will not be recorded with the County until after the easement has been recorded.

Since the first reading of the ordinance on October 18, 2022, City Staff made one change to the first paragraph under the Findings and Purpose to include a complete reference to all applicable City Charter and Ordinance provisions.

A separate resolution and summary for approval to publish will not be required as the Ordinance is rather short and can be published as-is.

Attachment: Proposed Ordinance No. 82, Fourth Series
Land Use Application – David Klabunde

ORDINANCE NO. 82, FOURTH SERIES

**AN ORDINANCE VACATING AN ALLEY LOCATED
IN BLOCK 9 OF WATSON'S 2ND ADDITION AND BLOCK 1
OF WATSON'S 4TH ADDITION IN THE CITY OF REDWOOD FALLS**

FINDINGS AND PURPOSE:

WHEREAS, pursuant to Section 12.06 of the Redwood Falls City Charter, Section 7.09 of the Redwood Falls City Code, and Chapter 3, Article 10, of the Redwood Falls Unified Development Ordinance, upon petition and public notice, a public hearing was held at the City Council Chambers on October 18, 2022 at 5:00 p.m. to address the proposed vacation of the alley shown by plat to lie running east and west in Block 9 of Watson's 2nd Addition and Block 1 of Watson's 4th Addition with access located between 504 and 508 North Lincoln Street;

WHEREAS, the City Council finds that public reservation of the alley no longer serves a clearly identified public purpose;

WHEREAS, the City Council finds that no private rights will be injured or endangered as a result of the vacation;

WHEREAS, the City Council finds that the public will not suffer loss or inconvenience resulting from the granting of the requested vacation;

WHEREAS, the City Council finds that no written objection was received, prior to the public hearing, from an adjacent property owner who did not join in the application.

NOW THEREFORE, THE CITY OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. That the alley shown by plat to lie running east and west in Block 9 of Watson's 2nd Addition and Block 1 of Watson's 4th Addition with access located between 504 and 508 North Lincoln Street, in the City of Redwood Falls is hereby vacated.

SECTION 2. However, the City reserves unto itself a utility easement over, across, and under said vacated alley, together with the right of entry thereon, for the purpose of constructing, reconstructing, maintaining, and operating utilities, including but not limited to, sanitary sewer lines, water mains, storm sewer lines and electric transmission lines.

SECTION 3. Upon passage, this Ordinance shall be certified by the City Administrator and filed for record and duly recorded in the office of the County Recorder in and for Redwood County, Minnesota.

SECTION 4. EFFECTIVE DATE. This Ordinance becomes effective from and after its passage and publication.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 1st day of November, 2022.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
1st day of November 2022.

Notary Public

Introduction: **10/18/2022**
Posting: **10/21/2022**
Adopted:
Approval Published:



LAND USE APPLICATION

333 S. Washington Street · PO Box 526 · Redwood Falls, MN 56283
Office: 507-616-7400 · Fax: 507-637-2417

SITE INFORMATION	
Site Address	504 N. Lincoln Street, Redwood Falls, MN 56283
Parcel ID#	88-866-1460, 88-866-1420, 88-866-1462, & 88-866-1462
Current Zoning Designation	R-2
Current Property Use	Residential
Proposed Property Use	Residential

PROPERTY OWNER INFORMATION	
Name	David & Gina Klabunde
Phone	507-430-0623
Address	
504 N. Lincoln Street, Redwood Falls, MN 56283	

APPLICANT INFORMATION	
Applicant/ Company Name	David & Gina Klabunde
Phone	507-430-0623
Contact Person	David Klabunde
Email	klabundeelectric@newulmtel.net
Address	
504 N. Lincoln Street, Redwood Falls, MN 56283	

TYPE OF REQUEST			
<input type="checkbox"/> Variance	\$250.00	<input checked="" type="checkbox"/> Vacate Easement or Right of Way	\$250.00
<input type="checkbox"/> Conditional Use	\$250.00	<input type="checkbox"/> Zoning Amendment	\$250.00
<input type="checkbox"/> Interim Use	\$250.00	<input type="checkbox"/> Planned Unit Development	\$250.00
<input type="checkbox"/> Minor Subdivision	\$250.00	<input type="checkbox"/> Zoning Letter/ Certificate	\$50.00
<input type="checkbox"/> Preliminary Plat	\$250.00	<input type="checkbox"/> Appeal	\$250.00
<input type="checkbox"/> Final Plat	\$250.00	<input type="checkbox"/> Other	

DESCRIPTION OF REQUEST
<p>Vacate the alleyway between 504 N Lincoln & 508 N Lincoln. We currently the adjacent properties.</p>

*** A separate detailed narrative of the project may be required to fully describe request. See Submittal Requirements**

FILING AND INFORMATION REQUIREMENTS
<p>The City requests that you make a pre-application meeting with the Zoning Administrator to discuss the application process, requirements, and deadlines. Additional items may be requested to help provide details and clarifications to the Planning Commission and City Council to make a decision on the request.</p>

COMPLETE/ INCOMPLETE APPLICATIONS
<p>An incomplete application will delay the processing of land use requests. The application approval time commences and an application is considered officially filed when the City Planner has received and examined the application and determined that the application is complete. A decision on whether the application is complete or incomplete shall be made within fifteen (15) working days following the submittal of the application. When the application is deemed to be "complete" it shall be placed on the agenda of the first possible Planning Commission meeting provided that all required public notices have been sent and published.</p>

PAYMENT OF FEES

Land use application fees for the type of request are attached to this application and must be paid to the City before an application is found to be complete. In addition to the application fees, the City retains engineering, legal, planning and other consultants who may be involved in the application review process and attend Planning Commission and City Council meetings for a particular application. All costs resulting from the review of the application by the City and it's consultants, including but not limited to engineering, legal, and planning must be paid by the applicant. The City may withhold final action on a land use application, withhold building permits, and/or rescind prior action until all miscellaneous fees have been paid. The City will notify the applicant of these fees before the expenses are incurred.

NOTICE OF MEETING ATTENDANCE

In order for the Planning Commission and the City Council to consider any application, the applicant or a designated representative must be present at the **both** scheduled meetings. If not, the matter may be tabled until the next available agenda.



AGENDA DEADLINE

The deadline for submittal of land use applications is the **20th of the month** to get on the next month regular scheduled meeting. There are no exceptions to this deadline. Failure to submit all application materials by the deadline date may delay the review process. The Planning Commission regular scheduled meeting is on the second Tuesday of each month at 5:00 PM in the City Council Chambers at City Hall. The City Council regularly meets on the first and third Tuesday of each month at 5:00 PM in the City Council Chambers at City Hall.

ACKNOWLEDGEMENT & SIGNATURE

I hereby apply for zoning approval and certify the information herein is complete and accurate; that the work will be in conformance with the ordinances and codes of the City of Redwood Falls; that I understand that this is not a permit but only an application for zoning approval, and work will not start until zoning approval and all other applicable permits are issued and all work will be in accordance with the approved plan and permits.

I acknowledge that I have read all of the information listed in the Redwood Falls Land Use Application and fully understand that I am responsible for all costs, including any consultant fees, incurred by the City related to the processing and review of this application. If additional fees are required to cover costs incurred by the City, the City Administrator has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees.

Applicant Signature 	Date <i>8/22/22</i>
Property Owner Signature 	Date <i>8/22/22</i>

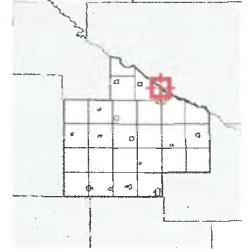
FOR OFFICE USE ONLY

<input type="checkbox"/> Application Received	Date	Application Fee	
<input type="checkbox"/> Full Required Submittals Received	Date	Other	
		Other	
Notes		Total	









Large empty rectangular area for notes or additional information.



Overview



Legend

-  Municipal Boundaries
-  Surrounding Counties
-  Townships
-  Parcels
- Major Roads**
-  County/Twp/City
-  State/Federal
-  County
-  Minor Roads

Date created: 8/27/2022
 Last Data Uploaded: 8/25/2022 9:53:07 PM

Developed by  Schneider GEOSPATIAL

Date: November 1, 2022

Agenda Item: 2023 Pay Plans for Non-union Employees including Part-time, Seasonal, and Independent Contractors and Review of Cell Phone Stipend for 2023 – Resolution #63.

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If there are no concerns, the Resolution needs to be approved by motion in accordance with Chapter 4 of the City Charter, approving the follow items:

1. Approve Non-Union “2023 Pay Plan” for all Part-time, Seasonal, and Independent Contractors.
2. Approve increase to “Cell Phone Stipend for 2023.”

Summary/Overview:

1. The Pay Plans for 2023 for all Part-time (**excluding** Part-time Liquor Store Clerks) is as follows, Seasonal employees and for all other than regular fulltime employees. These employees will see a .50 cent Cola Increase. This is an increase of .25 cents over years past to try and keep up with competitive pay for employees working many nights and weekends.
2. Part-time Liquor Store Clerk Pay Plan for 2022. It has been recommended to increase their step pay plan by \$1.00/hr. for each step in the progression. The 2023 pay changes for this group will be their increase in the step pay plan which they will receive on their anniversary date.
3. It is recommended to increase cell phone stipends for those using their personal cell phone for work purposes from \$9.23 per pay period or \$20.00 per month to \$18.46 per pay period or \$40.00 per month to keep up with the rising costs of cell phones.

Attachments: 2023 Parks & Recreation Pay Plan
2023 City Part Time Employee Pay Plan

RESOLUTION NO. 63 OF 2022

**A RESOLUTION SETTING AND ADOPTING THE
2023 PAY PLANS AND PAY STEP STRUCTURE FOR PART-TIME & SEASONAL NON-
UNION EMPLOYEES**

WHEREAS, per Section 5.1 of the City Personnel Policy, the policy of the City of Redwood Falls is to maintain a wage and salary schedule sufficient to fairly compensate the employee for work performed; to treat employees fairly in all cases; and to keep the City as an employer in a competitive position for recruiting and to maintain top quality and well motivated personnel to provide the necessary functions and services required of a local government; and

WHEREAS, the City of Redwood Falls is conscious of the inflationary factor within our region as well as keeping in sight occurrences within Redwood Falls and other cities in determining their Pay Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD FALLS, AS FOLLOWS:

1. The attached schedules shall be made a part of this Resolution by reference and shall constitute the updated compensation schedules to be implemented in 2023 as indicated for the employee groups.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 1st day of November 2022.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this _____ day of
November 2022.

Notary Public



CITY OF REDWOOD FALLS 2023 PAY PLAN

Full-time regular employees shall be compensated in accordance with the appropriate pay scale for the position classification. Initial placement within the respective range and advancement within the range shall be at the discretion of the City. The City reserves the right to re-examine and modify the ranges accordingly. Advancement within the pay range is not automatic and the City reserves the right to withhold, delay, or advance the pay scale movement for an employee.

Part-Time Regular: (Regular employees working less than 30 hours per week.)

*Minimum wage is currently \$10.59/hour as of 1/1/2023.

Federal minimum wage for the Fire Fighters is \$7.25/hr.

City Firefighter pay is \$10.25/hr. for 2023

***Salary Increases:** Part-time regular employees (other than Liquor Store Clerks) will be eligible for a \$.50 COLA

Increase on January 1st each year if the Council approves a COLA raise for all employees. Part-time regular employees will also be eligible for a \$.25 increase after a 6-month probationary period with a successful evaluation. Evaluations will be done on all part-time regular employees at the end of their 6-month probationary period. **Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.**

POSITION	2023
Library Clerk	\$13.00 - \$16.00
Liquor Store Clerk (See page 2 for details)	\$13.00 - \$18.00
City Hall Custodian	\$12.75 - \$17.00

POSITION	2023
Firefighters	\$10.25/hour
Fire Chief	\$4,200/year
Fire Marshall	\$1,500/year
Assistant Fire Chief	\$2,700/year
2 nd Assistant Fire Chief	\$1,200/year
Training Officer	\$1,200/year
Secretary	\$1,200/year
Mechanics	\$750/year
Treasurer	\$780/year
Community Service Officer (CSO)	\$15.00 - \$18.00/hr.
Part-Time Police Officer	\$27.713/hr.

POSITION	2023
Election Judges	\$13.00
Registrations/HCFMV Judges	\$14.00
Head Judges	\$16.00
Seasonal Street Maintenance Workers	\$14.00 - \$16.00 <i>Yearly Increase: \$.50/hr. over previous year starting rate.</i>

*Temporary/Seasonal: Employees may be either full-time or part-time but work only during peak demand periods of the year or for a specific project and should not exceed six continuous months of employment

2023

Liquor Store Clerk Pay Plan	
Months/Years of Service	Hourly Rate
Starting Wage	\$13.00
6 Months	\$13.50
1 Year	\$14.00
2 Years	\$14.50
3 Years	\$15.00
4 Years	\$15.50
5 Years	\$16.00
6 Years	\$16.50
7 Years	\$17.00
8 Years	\$17.50
9 Years+	\$18.00



2023 PAY PLAN

Updated: 9/26/2022

EMPLOYEES OTHER THAN REGULAR, FULL-TIME STATUS

Part-time Regular (Regular employees working less than 40 hours per week.)

Part-time regular employees will be eligible for a COLA increase of \$.50 plus a \$.50 base pay increase for 2023. Part-time regular employees will also be eligible for a \$.25 increase after a 6-month probationary period with a successful evaluation. Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.

POSITION	2023
Community Center CSR/Building Supervisor	\$12.75-\$17.00
Community Center Building Maintenance	\$13.50-\$17.00
Personal Fitness Trainer	\$15.00-\$20.00

Fitness Instructors	Flat Rate Per Class (2023)
Fitness Instructor* Silver Sneakers <i>*Independent contractor – flat fee per class</i>	\$17.00/Class
Group Fitness Instructor	<u>Starting Pay – Max Pay</u> \$15.00 - \$17.00
Group Fitness Contracted Instructor – % Split of Program Fee	80% Contractor 20% Parks & Rec Dept

Temporary/Seasonal (Temporary employees may be either full-time or part-time but work only during peak demand periods of the year or for a specific project and should not exceed 6 continuous months of employment.) Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.

POSITION	HOURLY RATE RANGE OR STEPS
Parks & Recreation Maintenance Workers	2023 \$14.00 - \$16.00
	<i>Yearly Increase: \$.50/hr. over starting rate</i>
Parks Ranger	2023 \$15.00 - \$19.00
Parks & Recreation Landscape Technician	2023 \$14.00 - \$17.00

Redwood Falls Parks & Recreation Department-Rec Program

Temporary/Seasonal (Temporary employees may be either full-time or part-time but work only during peak demand periods of the year or for a specific project and should not exceed 6 continuous months of employment.) Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.

Position Level	Pay Range/Hour 2023
Program Leader <i>Figure Skating Instructors</i> Camp Instructors- Independent Contractors (H.S. Sports Coaches)	\$12.00 - \$19.00 \$25.00/private lessons \$25.00/group lessons <i>The Rec Dept. retains \$4.00/participants. Camp Instructor gets remaining amount of participation fees.</i>
Program Assistant/Staff Person Soccer Coach- Independent Contractor	\$11.50 - \$16.00 \$250/season coached

If an employee worked in 2022, they would receive a \$.50 increase for returning for the 2023 season.

League Officials – Independent Contractors	Pay Range/Game or Match 2023
Softball Umpire	\$25.00/Game
Basketball Official	\$27.00-\$30.00/Game
Soccer Referee (Youth)	\$20.00-\$30.00/Game
Volleyball Official	\$26.00/Match

Redwood Falls Aquatic Center

Temporary/Seasonal (Temporary employees may be either full-time or part-time but work only during peak demand periods of the year or for a specific project and should not exceed 6 continuous months of employment.) Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.

		Starting Pay	Max Pay
Manager	2023	\$15.00/hr (or adjusted according to qualifications and experience)	\$19.00/hr
Assistant Manager (s)	2023	\$14.00/hr (or adjusted according to qualifications and experience)	\$18.00/hr
Water Safety Instructor	2023	\$13.00/hr (or adjusted according to qualifications and experience).	\$17.00/hr
Lifeguard/Maintenance/Lap Swim/WSI Aid	2023	\$12.25/hr (or adjusted according to qualifications and experience)	\$16.00/hr
Customer Service	2023	\$11.50/hr (or adjusted according to qualifications and experience)	\$15.00/hr

	Starting Pay
Lifeguard Instructor CPR/First Aid Instructor	Contracted Employee: \$20-\$30/registrant Dependent on class taught.

<p>Note: If a staff member is hired as both a Lifeguard and Water Safety Instructor, he/she will receive the same pay rate for both jobs (he/she will be paid the higher wage of the two).</p>
<p>Staff will receive a \$.50 per hour increase as a returning staff plus a base pay increase. Base pay increases for 2023 include the following: Lifeguard \$.25, WSI \$.50, Assistant Manager \$1.00, & Manager \$1.50. Management wages will be adjusted based on experience and needs. Returning staff that were not in management roles in 2022 should start at the designated starting pay set for 2023. Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.</p>

Meeting Date: November 1, 2022
AGENDA RECOMMENDATION

Agenda Item: Resolution 64-2022 requesting acceptance of the proposal for the City of Redwood Falls to renew Life and Long-Term Disability Insurance. (See attached Renewal Letters from National Insurance Services).

Long Term Disability Renewal:

Our LTD Rates have remained **unchanged** since 2015 at \$.0375 per \$100 of cover payroll. The City participates in the formal Bid conducted every five years by National Insurance Services. Based on this bid for 2023, Madison National Life Ins. Co. has provided lower rates for our LTD Ins., and we are looking at a decrease in rate to \$.0.32 per \$100 of covered payroll. This decrease in premium will begin January 1, 2023 and will remain for 36 months continuing through December 31, 2026.

Long-Term Disability

Class Title	Current Rate Per \$100 of Covered Payroll	New Rate Per \$100 of Covered Payroll	Impact
All Classes	\$0.375	\$0.320	Decrease

MN Life Insurance – Life Policy No. 29239

The City participates in the formal Bid conducted every five years by National Ins.Services. Based on this bid, MN Life Ins. Co. has provided lower rates for our group Life Ins. coverage. MN Life has reviewed our group demographics and based on this information our Basic Life Rate or City provided rate will **decrease** from \$.145 to \$.130 per \$1000 per month. Our AD&D will remain unchanged at .02 per \$1000 per month. This rate decrease will take effect on January 1, 2023, and Minnesota Life has confirmed that these rates will enter year one on January 1, 2023, of a three-year rate guarantee continuing through December 31, 2026.

The supplemental employee, spouse, and child life rates will remain unchanged effective on January 1, 2023. The following rate schedule will apply:

Rate Information:

Age: (Employee or Spouse)	<35	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74
Cost per month/\$1000 (includes \$.02 AD&D)	\$.06	\$.10	\$.12	\$.17	\$.25	\$.45	\$.68	\$1.29	\$2.08

Current Monthly Child Life Rate: \$1.30 per \$10,000

Enhancements added for 2023

Increased Guarantee Issue for Child Life Maximum- Monthly Child Life Rate: \$1.95 per \$15,000

The guaranteed issue limit will be increased from \$10,000 to \$15,000.

Increased Supplemental Life Guarantee Issue for Employee

The guaranteed issue limit will be increased from \$100,000 to \$150,000 for **newly eligible employees**.

Recommendation/Action Requested: Staff recommends that the City Council approve the Renewal of Life and Long-Term Disability Insurances effective 1/1/2023. Staff sees these changes as beneficial to all involved.

RESOLUTION NO. 64 OF 2022

A RESOLUTION SETTING AND ADOPTING THE 2023 CONTRACT RENEWAL OF GROUP LONG TERM DISABILITY AND LIFE INSURANCE AND THE EMPLOYER'S SHARE OF PREMIUM FOR LONG TERM DISABILITY AND LIFE INSURANCE COVERAGE

WHEREAS, per Section 21.2 and 21.3 of the Redwood Falls City Personnel Policy, the policy of the City of Redwood Falls is to provide group disability and life insurance amounts pursuant to the employer-selected plan; and

WHEREAS, the City of Redwood Falls is conscious of the rising cost of insurance for both the employer and employee and makes every effort possible to do what is in the best interest for both groups in determining basic life and long term disability insurance coverage; and

WHEREAS, The City participates in a formal bid process conducted every five years by National Insurance Services. Based on this bid for 2023, Madison National Life Ins. Co. has provided lower rates for Long-Term Disability insurance, and MN Life Ins. Co. has provided lower rates for the City's group Life Ins. Coverage as part of the proposed renewal agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD FALLS, AS FOLLOWS:

1. The proposed agreement renewing the City's Long-Term Disability & Life insurance contract with Madison National Life Insurance Company and MN Life effective January 1, 2023, for 36 months is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The agreement described above shall be maintained and insured as allowed by law.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the request contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 1st day of November 2022.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
1st day of November 2022.

Notary Public

Kari Klages
 Finance Director
 City of Redwood Falls
 333 S Washington St
 PO Box 526
 Redwood Falls, MN 56283

RE: RFP for City of Redwood Falls, Group # 032891
 Group Life, Minnesota Life Insurance Company, Inc.
 Carrier Policy #29239, NIS Policy #17139

Dear Ms. Klages:

Due to your participation in the formal Bid conducted every five years by National Insurance Services, I am pleased to inform you that Minnesota Life Insurance Company has provided lower rates for your group Life Insurance coverage:

Basic Life and AD&D

Class Title	Current Rate Per \$1,000 of Coverage	New Rate Per \$1,000 of Coverage	Impact
All Classes	\$0.145	\$0.130	Decrease
AD&D Coverage	\$0.02	\$0.02	Pass

Supplemental Life and AD&D

Class Title	Current Rate Per \$1,000 of Coverage	New Rate Per \$1,000 of Coverage	Impact
All Classes	Age Rated	Age Rated	Pass
AD&D Coverage	\$0.02	\$0.02	Pass

Dependent Spouse Life and AD&D

Class Title	Current Rate Per \$1,000 of Coverage	New Rate Per \$1,000 of Coverage	Impact
All Classes	Age Rated	Age Rated	Pass
AD&D Coverage	\$0.02	\$0.02	Pass

Child Supplemental Life

Class Title	Current Rate Per \$1,000 of Coverage	New Rate Per \$1,000 of Coverage	Impact
All Classes	\$0.130	\$0.130	Pass

Dependent (Family) Life

Class Title	Current Rate Per Unit	New Rate Per Unit	Impact
All Classes	\$1.16	\$1.16	Pass

These rates are guaranteed for 3 Years until January 1, 2026, assuming no changes to the current benefit structure.

We believe our level of commitment to you is most evident in our ongoing efforts to secure both competitive pricing and extended rate guarantees. We truly appreciate your business and the opportunity to continue negotiating on your behalf.

In return for your commitment to National Insurance Services (NIS), NIS agrees to provide the following:

- Annual Best Practices Service Visit or Call
- Dedicated Account Representative
- Dedicated Client Relations Representative
- Dedicated Billing Representative
- Free Gap Analysis (when requested)
- Compliance with State Bid Laws
- Monitoring Market Conditions

By signing the below, you are acknowledging your reciprocal 1 Year commitment to NIS. In pricing the renewal, the claims risk and administrative expenses are spread over the rate guarantee. In exchange for our rate guarantee, you must remain directly contracted with NIS for the duration of the rate guarantee. In the event you cancel prior to the end of the rate guarantee a risk charge in the amount of 1% of annual premium will be assessed for each month remaining on the rate guarantee.

Please complete the bottom portion and return a copy to National Insurance Services as indication of your acceptance of the renewal. Thank you for your continued business. Please do not hesitate to call me if you have any questions.
Sincerely,

Lisa Heiling
Account Representative, Insured Products

RFP for Group Life Insurance as outlined above is accepted.

<hr/>	Finance Director	09/30/2022
Signature & Title		Date

RFP for City of Redwood Falls, Group # 032891
Group Life, Minnesota Life Insurance Company, Inc.
Carrier Policy #29239, NIS Policy #17139

August 12, 2022

Kari Klages
 Finance Director
 City of Redwood Falls
 333 S Washington St
 PO Box 526
 Redwood Falls, MN 56283

RE: RFP for City of Redwood Falls, Group # 032891
 Long-Term Disability, Madison National Life Insurance Company, Inc.
 Carrier Policy # 1292, NIS Policy # 8716

Dear Ms. Klages:

Due to your participation in the formal Bid conducted every five years by National Insurance Services, I am pleased to inform you that Madison National Life Insurance Company has provided lower rates for your Long-Term Disability Insurance coverage:

Long-Term Disability

Class Title	Current Rate Per \$100 of Covered Payroll	New Rate Per \$100 of Covered Payroll	Impact
All Classes	\$0.375	\$0.320	Decrease

These rates are guaranteed for 3 Years until January 1, 2026, assuming no changes to the current benefit structure.

We believe our level of commitment to you is most evident in our ongoing efforts to secure both competitive pricing and extended rate guarantees. We truly appreciate your business and the opportunity to continue negotiating on your behalf.

In return for your commitment to National Insurance Services (NIS), NIS agrees to provide the following:

- Annual Best Practices Service Visit or Call
- Dedicated Account Representative
- Dedicated Client Relations Representative
- Dedicated Billing Representative
- Free Gap Analysis (when requested)
- Compliance with State Bid Laws
- Monitoring Market Conditions

By signing the below, you are acknowledging your reciprocal 1 Year commitment to NIS. In pricing the renewal, the claims risk and administrative expenses are spread over the rate guarantee. In exchange for our rate guarantee, you must remain directly contracted with NIS for the duration of the rate guarantee. In the event you cancel prior to the end of the rate guarantee a risk charge in the amount of 1% of annual premium will be assessed for each month remaining on the rate guarantee.

Please complete the bottom portion and return a copy to National Insurance Services as indication of your acceptance of the renewal. Thank you for your continued business. Please do not hesitate to call me if you have any questions.

Sincerely,

Lisa Heiling
Account Representative, Insured Products

RFP for Group Disability Insurance as outlined above is accepted.

Finance Director 9/30/2022

Signature & Title Date

RFP for City of Redwood Falls, Group # 032891
Long-Term Disability, Madison National Life Insurance Company, Inc.
Carrier Policy # 1292, NIS Policy # 8716

Meeting Date: November 1, 2022

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 65 Health Insurance Renewal and Employee Share of Premiums

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If there are no concerns, the Resolution needs to be approved by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: Staff worked with the City’s Insurance Broker, Justin Kroeger, from Gallagher Insurance Consulting to obtain Group Health Insurance proposals for 2023. Two vendors responded to the RFP. Justin renegotiated with our current health insurance provider Preferred One/United Healthcare who have completed an agreement to integrate their businesses by 2023. Staff recommends accepting the renewal of our current group health plan with United Healthcare in 2023 at an increase of 3.98% in premiums. This proposal maintains the same coverages provided in 2022. Staff also calculated employee/employer contributions, referenced in the table below, for 2023 using the 80/20 family policy formula and 90/10 single policy formula approved in prior years.

All non-union employees will pay:

Family Coverage:
 20% of the total premium while the City will pay 80%.

Single Coverage:
 10% of the total premium while the City will pay 90%.

2023 TOTAL RATE FOR ALL EMPLOYEES

						\$2,400/\$4,800		
						Max Out of Pocket		
		2023	2022	2021	2020	2019	2018	
Family Health Premium		\$ 2,055.76	\$ 1,977.07	\$ 1,865.16	\$ 1,652.93	\$ 1,530.50	\$ 1,530.49	
Family Self Funding		\$ 294.31	\$ 299.99	\$ 322.90	\$ 273.55	\$ 327.34	\$ 300.46	
Total Family Premium		\$ 2,350.07	\$ 2,277.06	\$ 2,188.07	\$ 1,926.47	\$ 1,857.84	\$ 1,830.95	
Single Health Premium		\$ 857.70	\$ 824.87	\$ 778.18	\$ 689.63	\$ 638.56	\$ 638.55	
Single Self Funding		\$ 76.71	\$ 84.28	\$ 90.66	\$ 77.53	\$ 93.10	\$ 84.30	
Total Single Premium		\$ 934.41	\$ 909.14	\$ 868.83	\$ 767.16	\$ 731.66	\$ 722.85	
20% Total Premium	Employee Share Family	\$ 470.01	\$ 455.41	\$ 437.61	\$ 385.29	\$ 371.58	\$ 366.20	
80% Total Premium	City Share Family	\$ 1,880.06	\$ 1,821.65	\$ 1,750.45	\$ 1,541.18	\$ 1,486.26	\$ 1,464.76	
10% Total Premium	Employee Share Single	\$ 93.44	\$ 90.91	\$ 86.88	\$ 76.72	\$ 73.18	\$ 72.28	
90% Total Premium	City Share Single	\$ 840.97	\$ 818.23	\$ 781.95	\$ 690.44	\$ 658.48	\$ 650.56	
2023 Per Paycheck Ded Family	235.01							
2023 Per Paycheck Ded Single	46.72							
		45% (Blended)	45% (Blended)	45% (Blended)	40% (Blended)	48% (Blended)	45% (Blended)	
		Self Fund	Self Fund	Self Fund	Self Fund	Self Fund	Self Fund	
		Exposure	Exposure	Exposure	Exposure	Exposure	Exposure	

**Family Max out of Pocket
 \$2400 – Single/\$4800 - Family**

RESOLUTION NO. 65 OF 2022

A RESOLUTION SETTING AND ADOPTING THE 2023 CONTRACT RENEWAL OF GROUP HEALTH INSURANCE AND THE EMPLOYER'S SHARE OF PREMIUM FOR HEALTH INSURANCE COVERAGE

WHEREAS, per Section 21.1 of the Redwood Falls City Personnel Policy, the City is to pay a portion of the premium of hospital medical expenses and major medical insurances for single and family coverage, and is viewed as a negotiable item depending on total premium costs; and

WHEREAS, the City of Redwood Falls is conscious of the rising cost of insurance for both the employer and employee and makes every effort possible to do what is in the best interest for both groups in determining health insurance coverage; and

WHEREAS, City Staff worked with the City's Insurance Broker, Justin Kroeger, from Gallagher Insurance Consulting to obtain Group Health Insurance proposals for 2023. Two vendors responded to the Request for Proposals. Mr. Kroeger renegotiated with the City's current health insurance provider Preferred One/United Healthcare who have completed an agreement to integrate their businesses by 2023. The proposed agreement includes a 3.98% increase in premiums and an employer's share for non-union of 80% for family health insurance coverage and 90% for single health insurance coverage, and maintains the same coverages provided in 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD FALLS, AS FOLLOWS:

1. The proposed agreement renewing the City's current group health insurance contract with Preferred One/United Health Care for 2023 is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The agreement described above shall be maintained and insured as allowed by law.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the request contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 1st day of November 2022.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
1st day of November 2022.

Notary Public



Chuck Heins
Public Utilities Superintendent
Phone: 507-616-7490
Cell: 507-430-2681
cheins@ci-redwood-falls.mn.us

AGENDA RECOMMENDATION

Meeting Date: November 1, 2022

Agenda Item: Resolution No. 66 of 2022 – DGR Engineering Task Order No. 14 – 2023 Distribution Improvements

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If no concerns, adopt proposed Resolution by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: During the 2023 construction season staff is moving forward with two projects in a continuing effort to place the electrical system underground. The two projects for the coming year are from Reede Gray Elementary east to the high school football field and the overhead lines in and south of the County Fairgrounds, from Country Kitchen to McDonalds. Some of this work will be completed by a contractor and some of the work will be completed by the electric department staff.

DGR has provided us with Task Order #14 for the preliminary phase, estimated material and construction cost of this project. The cost estimate for this project is \$1,507,000. It should be noted that these casts may increase as pricing at the present time is very volatile.

If you have any questions or concerns, please feel free to contact me anytime.

Attachments: Resolution No. 66
DGR Amendment Task Order No. 14
Map of the 2023 Construction Work

RESOLUTION NO. 66 of 2022

**AUTHORIZATION TO EXECUTE
DGR ENGINEERING TASK ORDER 14
AMENDMENT TO THE MASTER AGREEMENT FOR
2023 DISTRIBUTION IMPROVEMENTS**

WHEREAS, the City of Redwood Falls is authorized to enter into an agreement with DGR Engineering pursuant to Minnesota Statutes Section §412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, DGR Engineering of Rock Rapids, Iowa is the designated Redwood Falls Electrical Engineer under a Professional Service Contract also known as the “Master Agreement”; and

WHEREAS, Task Order No. 14 outlines the proposed Amendment to the Master Agreement and the specific professional tasks to be completed by DGR Engineering, for Preliminary Design work for 2023 Distribution Improvements totaling approximately \$1,507,000; and

WHEREAS, the cost for the professional services in Task Order No. 14 is estimated to be \$143,800.00 and not to be exceeded without prior authorization; and

FURTHERMORE, the Public Utilities Superintendent shall be listed as the Project Representative on behalf of the City of Redwood Falls, and

FURTHERMORE, the Mayor and/or City Administrator are authorized to execute this agreement pursuant to the Redwood Falls Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA, AS FOLLOWS:

1. The task order described above is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The task order described above shall be maintained and insured as allowed by law.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the request contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 1st day of November, 2022.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
____ day of _____, 2022.

Notary Public

TASK ORDER

Task Order No. 14

Effective Date: _____

Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: **Redwood Falls Public Utilities - Redwood Falls, Minnesota** (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 14th day of October, 2014.

TASK ORDER PROJECT NAME: 2023 Distribution Improvements

TASK ORDER PROJECT DESCRIPTION: The project includes the conversion of segments of Feeder 2S and Feeders 3E and 4E between the South Substation and East Substation from overhead to underground, as shown in the “Project Areas – 2023 Electric Conversion” drawing. In addition to the overhead primary circuitry, the project also includes converting the overhead secondary circuitry associated with this conversion area to underground. Certain segments of the work are expected to be completed by Utility electric department staff including switch installation, final hookups, cut-overs, and existing equipment removals. These improvements were identified as Phase 1 recommendations in the recently completed Electric System Long Range Plan Update.

DGR CONTACT PERSON: Chad Rasmussen, Asst Dept Head – Electric Power

CLIENT CONTACT PERSON: Chuck Heins, Superintendent

SCOPE OF WORK:

Preliminary Phase:

- Meet with RFPU staff to identify and determine the locations and extents of the areas to be constructed and improved on the distribution system.
- Conduct fieldwork to ascertain the required facilities necessary to develop the circuitry, including development of a work scope definition by all parties.
- Prepare a preliminary primary circuitry plan that shows new 13.8 kV circuitry and connections to the existing system.
- Develop a cost estimate for the project.
- Develop a schedule for the project.

Design Phase:

- Provide field design staking, which includes walking the entire project, developing notes and collecting data required to finish the design.
- Develop a detailed location-by-location unit tabulation of required work.
- Complete design and staking sheet production utilizing digital aerial photography for the construction area.
- Perform calculations to determine appropriate transformer, cable, and associated equipment sizing.
- Develop a material list for the project.
- Develop contracts for major materials (transformers, primary cable, padmount switches). Furnish bidding documents to interested parties.
- Prepare permit application forms for utility accommodation, if required.
- Develop plans, specifications, contract documents, and bidding units with drawings, for the labor and materials construction contract.

Bidding Phase:

- Provide bidding documents to interested bidders, issue planholder lists, and respond to bidder questions.
- Assist RFPU in receiving bids, analyze bids, develop spreadsheets detailing bid results, and make recommendations of award of contracts.

Construction Phase:

- Organize and attend a preconstruction conference.
- Review shop drawings.
- Assist in staking distribution equipment locations if desired by RFPU.
- Assist in construction administration and scheduling.
- Make periodic site visits at intervals appropriate to the stage of construction, to observe construction and measure units completed. Resident project observation will be provided by the Owner.
- Respond to Contractor questions.
- Process pay requests.

Final Phase:

- Conduct project walk-throughs, and develop Contractor work “punch lists”.
- Develop close-out documents for signatures.
- Assemble construction record drawings.

PROJECT BUDGET: Following is the initial project budget:

Estimated material cost	\$785,000
Estimated construction cost (labor/installation)	\$402,000
Contingencies	\$176,200
Engineering	\$143,800
Subtotal:	<u>\$1,507,000</u>

FEE ARRANGEMENT: We propose the following fee arrangement for this work:

<u>Component</u>	<u>Fee Type</u>	<u>Fee</u>
Preliminary Phase	Lump Sum	\$9,500
Design	Lump Sum	\$97,800
Bidding	Lump Sum	\$12,000
Construction Administration	Hourly Estimate	\$22,000
Post Construction	Hourly Estimate	\$2,500

All “Lump Sum” work is inclusive of personnel, subsistence, travel, computer, and other costs.

All “Hourly” work will be billed at the then-current Hourly Fee Schedule. The 2022 Hourly Fee Schedule A is attached as Appendix I. In addition, expenses associated with travel and vehicle mileage at IRS rates will be charged while personnel are on-site.

The following services are not included in the above proposal:

- Soil exploration, land surveying, etc.
- Easement procurement
- Meter changeout and cutover design
- Resident project observation

If any of these services are found to be necessary, we can perform them as an Additional Service on an Hourly basis.

SPECIAL TERMS AND CONDITIONS: None

Redwood Falls Public Utilities
Redwood Falls, Minnesota

 (Client)

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering

 (Consultant)

By: _____

By: _____

Title: _____
 (Authorized signature and Title)

Title: _____
 (Authorized signature and Title)

Address: _____

Address: 1302 South Union Street

City: _____

City: Rock Rapids, IA 51246

Date: _____

Date: _____

APPENDIX I

DGR ENGINEERING

JULY 2022

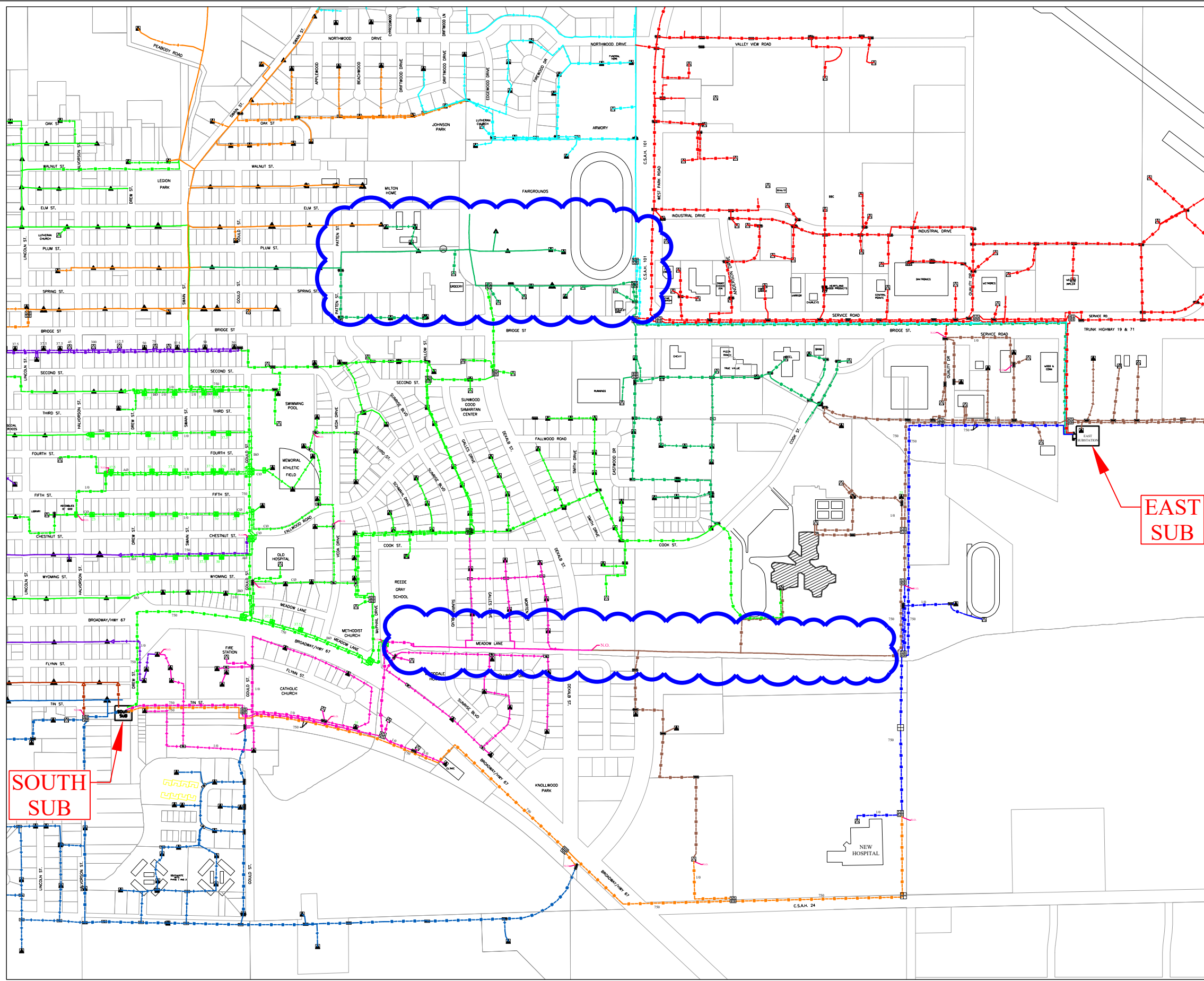
HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$100	\$59	\$54
02	\$106	\$64	\$56
03	\$112	\$69	\$60
04	\$118	\$73	\$65
05	\$127	\$78	\$70
06	\$140	\$84	\$75
07	\$152	\$88	\$80
08	\$162	\$94	\$85
09	\$175	\$100	\$90
10	\$187	\$106	\$96
11	\$200	\$112	\$103
12	\$212	\$117	\$118
13	\$226	\$123	\$135
14	\$232	\$132	\$166
15	\$238	\$142	\$219

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

Plot Date: 10/11/2022 8:49:05 AM



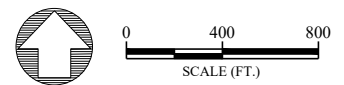
CIRCUIT LEGEND

- | | |
|------------------------|-------------------------|
| POWER PLANT | WEST SUBSTATION |
| — FEEDER 2P (13.8 kV) | — FEEDER 1W (13.8 kV) |
| | — FEEDER 2W (13.8 kV) |
| | — FEEDER 4W (13.8 kV) |
| EAST SUBSTATION | SOUTH SUBSTATION |
| — FEEDER 1E (13.8 kV) | — FEEDER 1S (13.8 kV) |
| — FEEDER 2E (13.8 kV) | — FEEDER 2S (13.8 kV) |
| — FEEDER 3E (13.8 kV) | — FEEDER 3S (13.8 kV) |
| — FEEDER 4E (13.8 kV) | — FEEDER 4S (13.8 kV) |
| — FEEDER 5E (13.8 kV) | — FEEDER 5S (13.8 kV) |

2023 CONVERSION AREAS

EAST SUB

SOUTH SUB



P:0421125DWG2023 PROJECT AREA.DWG

REV	DATE	DESCRIPTION



Project Manager: CAR
 Designer: SPM
 Project Number: 421125
 Phone: (712) 472-2531

REDWOOD FALLS PUBLIC UTILITIES
 REDWOOD FALLS, MINNESOTA

PROJECT AREAS
 2023 ELECTRIC CONVERSION

Meeting Date: November 1, 2022

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 67 of 2022

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If no concerns, adopt proposed Resolution by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: Cooperative agreement number 1035946 is for receiving, operating, and maintaining a DNR fishing pier on Lake Redwood.

The agreement outlines the responsibilities and maintenance requested of the City for the DNR Trails and Waterways to provide a forty foot fishing pier and ten foot gangway.

Attachments: Resolution No. 67 of 2022
MNDOT Agreement



RESOLUTION NO. 67 OF 2022

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF NATURAL RESOURCES
COOPERATIVE CONSTRUCTION AGREEMENT**

WHEREAS, the City of Redwood Falls desires to enter into the “Lake Redwood Public Fishing Pier, Land Use, Operations and Maintenance Cooperative Agreement,” hereinafter, the “Agreement,” with the Minnesota Department of Natural Resources,” hereinafter, the “DNR;” and

WHEREAS, the Agreement outlines the responsibilities and maintenance obligations required of the City of Redwood Falls to receive from the DNR a forty (40) foot fishing pier and ten (10) foot gangway; and

WHEREAS, the City of Redwood Falls is resolved to accept the Agreement to provide for land use, operations, and maintenance of the State-Owned Property also known as “Lake Redwood Fishing Pier” by the City owned public access in “Perks Park;” and

FURTHERMORE, the Mayor and City Administrator are authorized to execute this Agreement and any amendments on behalf of the City of Redwood Falls.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA, AS FOLLOWS:

1. The agreement described above is approved and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The agreement described above shall be maintained and insured as allowed by law.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the request contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 1st day of November 2022.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF REDWOOD

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the City of Redwood Falls at an authorized meeting held on the 1st day of November 2022, as shown by the minutes of the meeting in my possession.

Keith Muetzel
City Administrator

Subscribed and sworn to before me this
____ day of _____, 2022.

(Corporate Seal)

Notary Public

EXHIBIT A





LAKE REDWOOD PUBLIC FISHING PIER
LAND USE, OPERATIONS AND MAINTENANCE COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND CITY OF REDWOOD FALLS

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and the City of Redwood Falls, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to cooperatively exercise common power; and

WHEREAS, the State and the City have determined that a fishing pier site on Lake Redwood is of high priority under the state public water access program; and

WHEREAS, the City owns land described as Lake Redwood Boat Ramp near Westside Park at section 01, Township 112 North Range 36 West of Redwood County, the depiction of which is attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the State and the City desire to cooperate in the installation and maintenance of a Fishing Pier on Lake Redwood; and

WHEREAS, a resolution or copy of the City council meeting minutes authorizing the City to enter into this agreement is attached and incorporated into this agreement as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE’S DUTIES AND RESPONSIBILITIES

- a. The State will encumber funds for the facility through the standard internal purchasing process including, but not limited to, a separate requisition request.
- b. Installation of the Fishing Pier shall be the responsibility of the State, with cooperation from the City.
- c. The State will review and approve any signs before they are placed at the facility by the City.
- d. The State shall retain ownership of the Fishing Pier through the expiration date and retains the authority to relocate and/or remove the Fishing Pier if the site (Exhibit A) is determined to be inadequate or if the City fails to comply with the terms of the agreement. Before such removal or relocation, the State shall consult with the City.
- e. The State shall assist the City with major structural repairs, which include float replacement, frame repair and replacement of sections if required.
- f. The State reserves the right to inspect the premises at all times to insure that the City

complies with the terms of this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall comply with all local, state and federal laws, regulations, rules and ordinances which may apply to the management, operation, and maintenance of said premises. The City shall obtain any permit or license which may be required for the Fishing Pier.
- b. The City will construct and pay for a concrete or asphalt footing and approach at the shoreline connecting the Fishing Pier gangway to the shore.
- c. The City will construct and pay for a hard surfaced, accessible sidewalk/pathway, which meets ADA requirements of less than a 5% gradient, 2% cross slope connecting the Fishing Pier to an accessible parking space. The City agrees to complete this portion of the project Installation within one year of the effective date of this Agreement.
- d. The City agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.
- e. The City shall provide personnel and equipment when feasible to assist with the installation of the fishing pier.
- f. The Fishing Pier and related facilities shall be free and remain open every day during open water season in conjunction with the City's established operational months and hours for a facility of this type. The City may close the Fishing Pier for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State representative within 48 hours of the closing of the Fishing Pier for emergency reasons or if the facility will remain closed longer than 48 hours.
- g. Free and adequate parking in the vicinity will be provided for the Fishing Pier including at least one (1) designated van accessible space for persons with disabilities.
- h. The City shall provide police protection and patrols for the Fishing Pier in accordance with the City's established police department policies for a facility of this type.
- i. The City may install signage for the site as approved by the State.
- j. The City shall maintain the facilities and keep them in good and sanitary order in accordance with the City's established practices for maintenance of City facilities. Additionally, the City shall provide all necessary routine maintenance and minor repairs including, but not limited to, the repair or replacement of decking and railings. The State shall assist the City with major structural repairs subject to the availability of funding according to the provisions of Article II.
- k. The City shall take necessary action no earlier than October 15th of each year to protect the Fishing Pier from damage caused by ice action. This action may include removing the fishing pier and placing on shore for the winter. Additionally, if necessary, the City shall return the Fishing Pier to a useable condition and back to its initial location no later than May 5th of each year.
- l. The City must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by reference and can be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf. Duties listed are in Op Order 113 under Sections II and III (p. 5-8).
 - a. The City shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
 - b. If equipment or clothing arrives at the project site with soil, aggregate material, mulch,

vegetation (including seeds) or animals, it shall be cleaned with tools or equipment furnished by the City (such as brush/broom, compressed air or pressure washer) at the staging area.

- c. The City shall dispose of material and debris cleaned from equipment and clothing at an appropriate location. If the material cannot be disposed of onsite, then the material must be secured prior to transport (such as a sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- d. The City shall ensure that all equipment and clothing used for work in public waters has been adequately decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.

III. FUNDING

The State shall provide funding for its responsibilities under Article I through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered.

The total obligation of the State for its responsibilities under Article I shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

IV. TERM

- a. *Effective Date*: **November 1, 2022** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date*: **December 31, 2042** for a period of twenty (20) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties per article XI.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

X. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Colin Wright, Area 4A Parks and Trails Supervisor, 164 Co. Rd. 8 NE, PO Box 457, Spicer, MN, 56288, (320) 409-2051, colin.wright@state.mn.us, or his/her/their successor.

The City's Authorized Representative is Jim Doering, Public Works Project Coordinator, 333 S. Washington St, PO Box 526, Redwood Falls, MN, 56283, 507-616-7400, jdoering@ci.redwood-falls.mn.us, or his/her/their successor.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF REDWOOD FALLS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF REDWOOD FALLS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____

EXHIBIT A



RESOLUTION NO. 67 OF 2022

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF NATURAL RESOURCES
COOPERATIVE CONSTRUCTION AGREEMENT**

WHEREAS, the City of Redwood Falls desires to enter into the “Lake Redwood Public Fishing Pier, Land Use, Operations and Maintenance Cooperative Agreement,” hereinafter, the “Agreement,” with the Minnesota Department of Natural Resources,” hereinafter, the “DNR;” and

WHEREAS, the Agreement outlines the responsibilities and maintenance obligations required of the City of Redwood Falls to receive from the DNR a forty (40) foot fishing pier and ten (10) foot gangway; and

WHEREAS, the City of Redwood Falls is resolved to accept the Agreement to provide for land use, operations, and maintenance of the State-Owned Property also known as “Lake Redwood Fishing Pier” by the City owned public access in “Perks Park;” and

FURTHERMORE, the Mayor and City Administrator are authorized to execute this Agreement and any amendments on behalf of the City of Redwood Falls.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA, AS FOLLOWS:

1. The agreement described above is approved and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The agreement described above shall be maintained and insured as allowed by law.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the request contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 1st day of November 2022.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF REDWOOD

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the City of Redwood Falls at an authorized meeting held on the 1st day of November 2022, as shown by the minutes of the meeting in my possession.

Keith Muetzel
City Administrator

Subscribed and sworn to before me this
____ day of _____, 2022.

(Corporate Seal)

Notary Public



Matt Johnson
Zoning Administrator
Phone: 507-616-7400
Fax: 507-637-2417
mjohnson@ci.redwood-falls.mn.us

AGENDA RECOMMENDATION

To: City Council

Meeting Date: November 1, 2022

Agenda Item: Preliminary Plat & Final Plat Request

Recommendation/Action Requested: Planning Commission recommends approval of this request.

Summary/Overview: The City received a request from Kwik Trip Inc. for a preliminary and final plat approval for the parcel described as Parcel #88-005-1040.

City Staff worked with Kwik Trip's surveyor to prepare the preliminary and final plats. City Staff reviewed the plats for all required findings including any necessary easements. After review by the Redwood County Highway Engineer, the plat meets County guidelines. Due to the location of the parcel, MnDOT also reviewed the final plat and requested a few edits from Kwik Trip. The surveyor completed the requested edits and MnDOT will review the final plat again prior to City Council approval.

Under the provisions of the Redwood Falls Unified Development Ordinance, the Zoning Administrator may allow a final plat to be submitted concurrent with a request for preliminary plat approval.

Planning Commission recommends approval of the preliminary and final plat.

KWIK TRIP 1203

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That KWIK TRIP INC., a Wisconsin corporation, owner of the following described property:

A tract of land located in the Northeast Quarter (NE1/4) of Section 5, Township 112 North, Range 35 West, described as follows: Commencing at the North Quarter Corner of Section 5 in Township 112 North, Range 35 West of the 5th Principal Meridian, thence East a distance of 678 feet, thence South a distance of 650 feet, thence South 45° West a distance of 367.7 feet, thence West a distance of 418 feet to a point situated on the North and South Quarter line of said Section 5, thence North a distance of 910 feet to the place of beginning, except Parcel 308A of Minnesota Department of Transportation Right-of-Way Plat No. 64-12, Redwood County, Minnesota.

Has caused the same to be surveyed and platted as KWIK TRIP 1203 to the City of Redwood Falls, and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Kwik Trip Inc., a Wisconsin Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 2022.

Signed: Kwik Trip, Inc.

By: _____

Its: _____

NOTARY
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of Kwik Trip Inc., a Wisconsin Corporation

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

SURVEYORS CERTIFICATE

I, Samuel N. Niemela, Licensed Land Surveyor, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year of recording this plat; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2022.

Samuel N. Niemela, Land Surveyor
Minnesota License No. 52705

STATE OF MINNESOTA
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2022, by Samuel N. Niemela, a Licensed Land Surveyor, Minnesota License No. 52705.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

APPROVAL CERTIFICATE

The foregoing plat of KWIK TRIP 1203 to the City of Redwood Falls, Minnesota, was reviewed and approved by the Planning Commission and the City Council of Redwood Falls, Minnesota, at their respective meetings, and that as per MS 505.03 Subd. 2, this plat has been submitted and written comments and recommendations have been received from the Redwood County Highway Engineer.

Reviewed by the Planning Commission

Reviewed by the City Council of Redwood Falls

this _____ day of _____, 2022

this _____ day of _____, 2022

Chairperson

Mayor

Secretary

Clerk

OFFICE OF THE COUNTY AUDITOR/TREASURER, REDWOOD COUNTY, MINNESOTA

I hereby certify that a copy of this plat has been filed in my office, that there are no delinquent taxes due, that the current taxes have been paid, and transfer entered on my record this _____ day of _____, 2022.

Redwood County Auditor/Treasurer

OFFICE OF THE COUNTY RECORDER, REDWOOD COUNTY, MINNESOTA

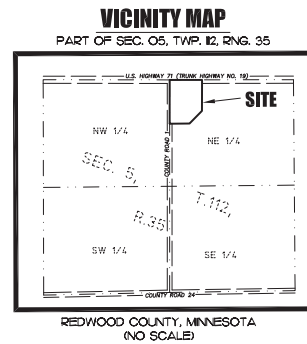
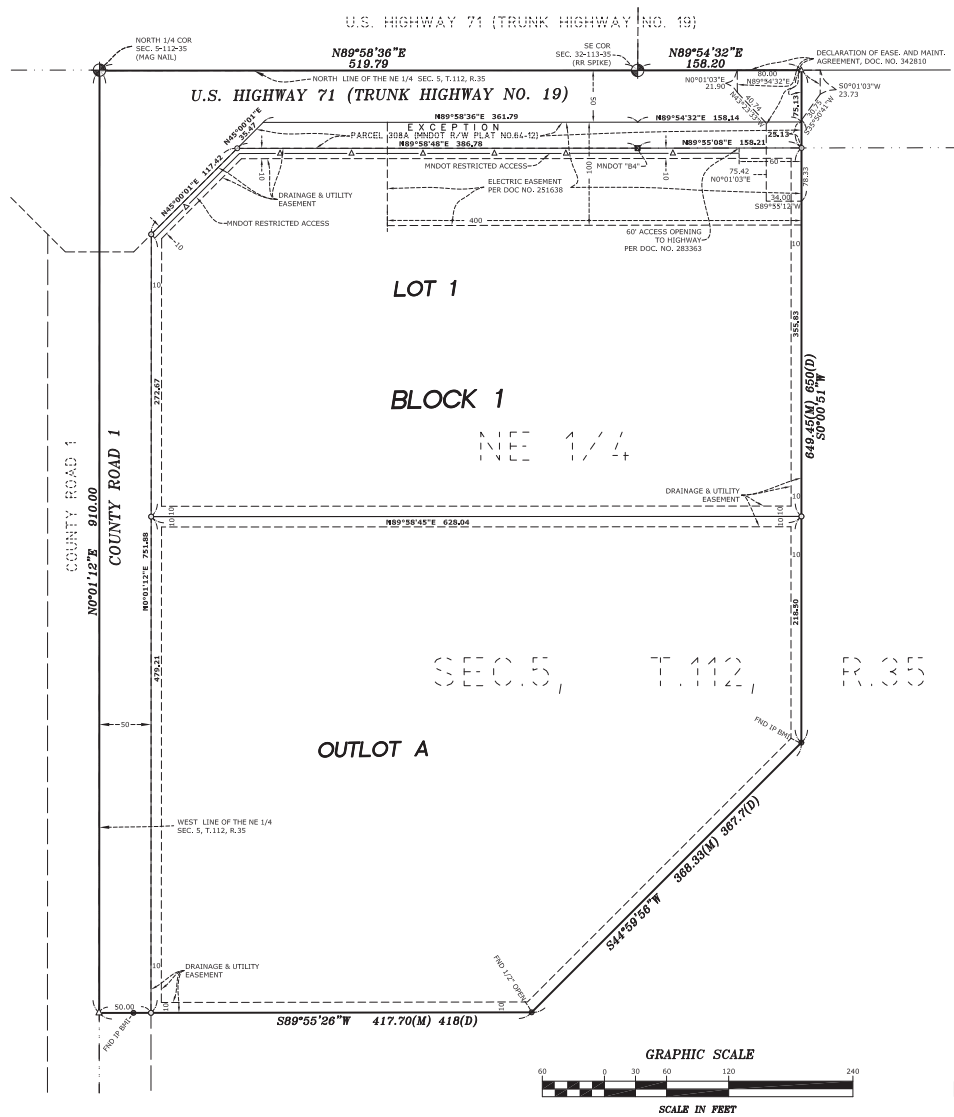
DOCUMENT NUMBER _____

I hereby certify that this instrument was filed in my office of the County Recorder on this _____ day of _____, 2022, at _____ o'clock _____m.

Redwood County Recorder



KWIK TRIP 1203

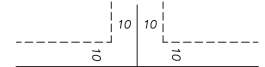


LEGEND

- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 45336/52705
- DENOTES IRON MONUMENT FOUND AS LABELED
- △ DENOTES SET PKNAIL
- (M) DENOTES MEASURED DISTANCE
- (D) DENOTES DISTANCE PER DESCRIPTION

EASEMENT DETAIL:

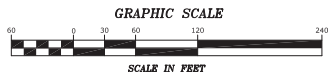
Drainage and Utility Easements are shown thus: (Not to Scale)



Being 10 feet in width, unless otherwise indicated, adjoining lot lines as shown on plat.

PLAT ORIENTATION

Orientation of this bearing system based on the North line of the Northeast Quarter of Section 5, Township 112, Range 35, Redwood County, Minnesota, which is assumed to bear North 89 degrees 58 minutes 36 seconds East.





LAND USE APPLICATION

333 S. Washington Street · PO Box 526 · Redwood Falls, MN 56283
Office: 507-616-7400 · Fax: 507-637-2417

SITE INFORMATION

Site Address <i>Not listed - Southeast Quadrant of Highway 71 and County Road 1</i>	
Parcel ID# <i>88-005-1040</i>	Current Zoning Designation <i>B-3</i>
Current Property Use <i>Outdoor Storage</i>	
Proposed Property Use <i>Convenience Store</i>	

PROPERTY OWNER INFORMATION

Name <i>Kwik Trip Inc.</i>	Phone <i>608 791 7443</i>
Address <i>P.O. Box 2107, La Crosse, WI 54602</i>	

APPLICANT INFORMATION

Applicant/ Company Name <i>Sam Niemela / E.G. Rud + Sons Inc.</i>	Phone <i>320 597 2025</i>
Contact Person <i>Sam Niemela</i>	Email <i>sniemela@egrud.com</i>
Address <i>990 5th Ave SE, Hutchinson, MN 55350</i>	

TYPE OF REQUEST

<input type="checkbox"/> Variance	\$250.00	<input type="checkbox"/> Vacate Easement or Right of Way	\$250.00
<input type="checkbox"/> Conditional Use	\$250.00	<input type="checkbox"/> Zoning Amendment	\$250.00
<input type="checkbox"/> Interim Use	\$250.00	<input type="checkbox"/> Planned Unit Development	\$250.00
<input type="checkbox"/> Minor Subdivision	\$250.00	<input type="checkbox"/> Zoning Letter/ Certificate	\$50.00
<input checked="" type="checkbox"/> Preliminary Plat	\$250.00	<input type="checkbox"/> Appeal	\$250.00
<input type="checkbox"/> Final Plat	\$250.00	<input type="checkbox"/> Other	

DESCRIPTION OF REQUEST

* A separate detailed narrative of the project may be required to fully describe request. See Submittal Requirements

FILING AND INFORMATION REQUIREMENTS

The City requests that you make a pre-application meeting with the Zoning Administrator to discuss the application process, requirements, and deadlines. Additional items may be requested to help provide details and clarifications to the Planning Commission and City Council to make a decision on the request.

COMPLETE/ INCOMPLETE APPLICATIONS

An incomplete application will delay the processing of land use requests. The application approval time commences and an application is considered officially filed when the City Planner has received and examined the application and determined that the application is complete. A decision on whether the application is complete or incomplete shall be made within fifteen (15) working days following the submittal of the application. When the application is deemed to be "complete" it shall be placed on the agenda of the first possible Planning Commission meeting provided that all required public notices have been sent and published.

PAYMENT OF FEES

Land use application fees for the type of request are attached to this application and must be paid to the City before an application is found to be complete. In addition to the application fees, the City retains engineering, legal, planning and other consultants who may be involved in the application review process and attend Planning Commission and City Council meetings for a particular application. All costs resulting from the review of the application by the City and it's consultants, including but not limited to engineering, legal, and planning must be paid by the applicant. The City may withhold final action on a land use application, withhold building permits, and/or rescind prior action until all miscellaneous fees have been paid. The City will notify the applicant of these fees before the expenses are incurred.

NOTICE OF MEETING ATTENDANCE

In order for the Planning Commission and the City Council to consider any application, the applicant or a designated representative must be present at the **both** scheduled meetings. If not, the matter may be tabled until the next available agenda.

AGENDA DEADLINE

The deadline for submittal of land use applications is the **20th of the month** to get on the next month regular scheduled meeting. There are no exceptions to this deadline. Failure to submit all application materials by the deadline date may delay the review process. The Planning Commission regular scheduled meeting is on the second Tuesday of each month at 5:00 PM in the City Council Chambers at City Hall. The City Council regularly meets on the first and third Tuesday of each month at 5:00 PM in the City Council Chambers at City Hall.

ACKNOWLEDGEMENT & SIGNATURE

I hereby apply for zoning approval and certify the information herein is complete and accurate; that the work will be in conformance with the ordinances and codes of the City of Redwood Falls; that I understand that this is not a permit but only an application for zoning approval, and work will not start until zoning approval and all other applicable permits are issued and all work will be in accordance with the approved plan and permits.

I acknowledge that I have read all of the information listed in the Redwood Falls Land Use Application and fully understand that I am responsible for all costs, including any consultant fees, incurred by the City related to the processing and review of this application. If additional fees are required to cover costs incurred by the City, the City Administrator has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees.

Applicant Signature	<i>[Signature]</i>	Date	8/22/22
Property Owner Signature	<i>[Signature]</i>	Date	8/22/22

FOR OFFICE USE ONLY

<input type="checkbox"/> Application Received	Date	Application Fee	
<input type="checkbox"/> Full Required Submittals Received	Date	Other	
		Other	
Notes		Total	

[Large empty box for notes]



Legend

- City Limits
- Parcels (8/26/2021)
- Road ROW
- Lot Lines
- Redw_cty20.sid
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Kwik Trip Parcel



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Redwood Falls is not responsible for any inaccuracies herein contained.

0 263 Feet

Agenda Recommendation

Meeting Date: November 1, 2022

Agenda Item: Review and Approval of Addendum to the Law Enforcement Support Offices (LESO) State Plan of Operation

Recommendation/Action Requested: Staff Recommends approval of the addendum

Summary/Overview: In 2021 Officer Mike Monson, as part of his duties with the Brown/Lyon/Redwood/Renville Emergency Response Unit (BLRR/ERU) applied for, and was accepted as a participant in, the United States Department of Defense (DOD) Law Enforcement Support Program (LESO). LESO allows local law enforcement agencies to receive surplus federal government hardware, equipment, and vehicles for official use.

Since participation began Officer Monson has acquired night vision goggles, rifle optics and medical gear for both the BLRR/ERU and Redwood Falls Police Department. The only costs incurred were for shipping and total a fraction of the costs had RFPD or BLRR/ERU purchased the items from a retail vendor. All shipping costs for BLRR/ERU equipment were paid by the BLRR/ERU and not RFPD.

On October 27, 2022, RFPD received notice that under Presidential Executive Order 14074, section 12, an addendum to the existing State Plan of Operation had been issued and implemented several new provisions. The most significant and applicable revisions to the City of Redwood Falls include:

-Prior to requesting or acquiring any controlled property agencies shall provide written notification to their local community of its intent to request controlled property. Controlled property includes, armored vehicles, tactical vehicles, and command and control vehicles.

-Prior to requesting or acquiring any controlled property notification will be provided to the local Civilian Governing Body (CGB)

-Any use of controlled property during a 'significant incident' shall be documented and retained for no less than three years. A significant incident is defined as: Any law enforcement operation or action that involves: 1) a violent encounter among or between civilians and police, 2) a use of force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed.

The addendum has been included with this council agenda item as an attachment. All major revisions have been highlighted by the Defense Logistics Agency for ease of reference.

At this time, Officer Monson has been tasked with obtaining a second armored vehicle that will be utilized by the BLRR/ERU. Because Officer Monson's home agency is the Redwood Falls Police Department the addendum must be reviewed and approved by the Redwood Falls City Council.

Attachments: Defense Logistics Agency Addendum to LESO Program State Plan of Operations dated August 15, 2022



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

APPROVED

By Deborah Smith at 7:39 am, Aug 25, 2022

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within **Presidential Executive Order (EO) 14074** (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES **The State Shall:**

- a) Ensure each LESO Program participating **Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023**. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive “controlled” property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF “CONTROLLED” PROPERTY This SPO Addendum adds the below items to the “controlled” property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of “controlled” items in their annual equipment list review. Provisions within the 2021 MOA applicable to “controlled” property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the “controlled” property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as “controlled” property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing*: Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing*: Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

- c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).
- d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).
- e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).
- f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).
- g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).
- h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).
- i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).
- j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses*- LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief **must return vehicle(s) to DLA Disposition Services.**

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) **Ensure that prior to requesting/acquiring any controlled property, the LEAs:**

i) **Provide written or electronic notification to the local community of its intent to request controlled property.** The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before **January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter.** This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) **Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days).** The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. **Requests for controlled property must comport with all applicable approval requirements of the CGB.**

(1) **The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.**

(2) **In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.**

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. **Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.**

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3) Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) Community Policing- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) **Must adopt and comply with record-keeping requirements for controlled property.**

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) **Record-Keeping Requirement-** LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) **Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.**

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) **No new report or format is required for “Significant Incident” reports so long as information is easily accessible and organized.** The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

a) Certify they have authorization from their CGB to participate in the LESO Program.

b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.

i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.

ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.

c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.

d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).

e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.

f) (*LEAs with LRADs*) Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.

g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.

i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.

j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) **Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed.** (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) **Certify they are compliant with LESO Program allocation limits.** (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) **Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.**

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5),* must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

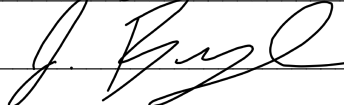
10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Minnesota

Title (Print): State Coordinator

Name (Print): Jacob Beauregard

Signature (Sign):  Date MM/DD/YYYY): 08/24/2022

Law Enforcement Agency Name: _____

Chief Law Enforcement Official (CLEO) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date MM/DD/YYYY): _____