



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, FEBRUARY 7, 2023 – 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. January 17, 2023
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve Purchase of Police Department Radios
 - B. Approve Report and Update of Distributed Electric Generation Rules
 - C. Approve Update of Electric Generation Interconnection Rules
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
 - A. Update to Schedule of Offenses and Administrative Penalties – Resolution #4
 - B. Cash Contributions and Interfund Transfers for Reflections Development Project – Res. #5
 - C. IT Budget Transfer of Funds – Resolution #6
 - D. Kwik Trip Development Agreement – Resolution #7
 - E. Construction and Maintenance Cooperative Agreement for CSAH 1 and CSAH 24 Right Turn and Bypass Lanes – Resolution #8
 - F. Resolution of Support for U.S. Hwy 71 Corridors of Commerce Funding – Resolution #9
 - G. 2023 Electric Distribution Improvement Materials – Resolution #10
 - H. Request to Waive Sanitary Sewer Charges – 409 S. Minnesota Street
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, JANUARY 17, 2023**

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, January 17, 2023, at 5:00 p.m.

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

Also present were City Administrator Keith Muetzel, City Attorney Trenton Dammann, Public Works Project Coordinator Jim Doering, and Deputy City Clerk Caitlin Kodet.

City Administrator Muetzel stated a correction to the memo for Consent Agenda Item 6A – Approve Purchase of Police Department Radios. The purchase should also include a base radio in addition to the two other radio units.

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

A motion was made by Council Member Sandgren and seconded by Council Member Smith to approve the January 3, 2023, minutes as presented. Motion passed by unanimous vote.

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

1. Purchase of Police Department Radios
2. Purchase of Community Center Network Video Recorder
3. City Assistance with Celebrate Redwood Falls – Fire & Ice Festival
4. Temporary Liquor License Application – Redwood Area Chamber & Tourism

Motion passed by unanimous vote.

City Administrator Muetzel introduced the Spec Home Developmental Proposal – 516 E. Elm Street.

Mr. Muetzel stated in July of 2022, the Port Authority issued a Request for Proposals (RFP) for a developer to construct a single-family spec home on the lot located at 516 E. Elm Street. Under the proposed terms of the RFP, the lot will be sold to the developer for \$1.00 and up to \$250,000 in construction financing will be provided for up to 18 months at 0% interest. The construction financing will be recorded as a lien against the property and will be repaid when the home sells or the loan term expires, whichever comes first.

Mr. Muetzel stated William Scott submitted the only response to the RFP. Mr. Scott is proposing to construct a 2-story, 2-bedroom, 1.5 bath home constructed by Northstar Systembuilt with an attached garage. The estimated construction cost of the home is \$236,000 - \$240,000. In addition to utilizing the financing outlined in the RFP, Mr. Scott is requesting the City waive the local building permit fee which is estimated to be \$1,700. The Port Authority has reviewed the RFP and recommends approval of all RFP terms including waiving the building permit fee.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the Spec Home Developmental Proposal – 516 E. Elm Street. Motion passed by unanimous vote.

Deer Hunt Coordinator Paul Parsons was present to discuss the 2022 Archery Deer Hunt Report. Mr. Parsons summarized the 2022 deer hunt as follows: the season coincided with the full Minnesota DNR archery season from September 17, 2022, to December 31, 2022, the hunt was limited to 20 participants, 28 qualified this year, and 32 applications were submitted, a total of 19 deer were harvested with 282 deer being spotted, and hunters spent a total of 506 hours in the stand.

Public Works Project Coordinator Doering stated staff is recommending the deer hunt committee reconvene to further review the results of the hunt, what was learned, and what to change in order to determine if future hunts are warranted. Results of the committee meeting along with a 2023 recommendation will be presented to Council prior to submission to the MN DNR to conduct a 2023 Archery Deer Hunt.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the 2022 Archery Deer Hunt Report as presented and allow the deer hunt committee to reconvene to discuss a 2023 Archery Deer Hunt. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 3 of 2023 – MnDOT State Aid for Local Transportation Municipal State Aid Street Funds Advance Resolution.

Mr. Doering stated the City of Redwood Falls has been allotted \$269,051.25 in construction funds in 2023 for upgrading the MSAS routes in the City limits. The 2023 reimbursement requests for the East 4th Street Reconstruction Project will exceed our MSAS allotment for 2023. This year's balance is projected to be \$911,775.11 after receiving the 2023 allotment from the State. A carry over balance of \$642,723.86 currently resides in the City's MSAS account.

Mr. Doering stated MnDOT allows advancement requests that do not exceed 4 years of allotments. The East 4th Street Reconstruction Project will require an additional \$244,598.00 in MSAS funds. The current estimate of eligible MSAS expenses for the entire project is \$1,156,373.00. Staff is recommending the advancement request of \$244,598.00 to meet reimbursement needs to complete the East 4th Street Reconstruction Project.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to waive the reading of Resolution No. 3 of 2023 – MnDOT State Aid for Local Transportation Municipal State Aid Street Funds Advance Resolution. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve Resolution No. 3 of 2023 – MnDOT State Aid for Local Transportation Municipal State Aid Street Funds Advance Resolution. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Memorandum of Understanding for Regional Fire Fighters Grant Program.

Mr. Muetzel stated ten area fire departments have expressed an interest in collaborating on a Regional Fire Grant application to fund radio replacements. If awarded, the grant will fund 95% of the cost of the radios and each municipality will be required to make a 5% match. Redwood Falls is requesting 20 radios at an estimated cost of \$5,000 per radio. Therefore, the grant could fund up to \$95,000 with a \$5,000 local match.

Mr. Muetzel stated the City of Lamberton will serve as the host agency for submittal of the grant application. The grant application will be prepared by a contract grant writer, and it is estimated that each agency will be responsible for about \$300 in grant preparation fees. Each agency has been asked to approve the Memorandum of understanding related to the grant application and staff recommends approval.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the Memorandum of Understanding for Regional Fire Fighters Grant Program. Motion passed by unanimous vote.

City Administrator Muetzel introduced Agenda Item 9E – Establish City Council Work Session Agenda.

Mr. Muetzel stated the next City Council work session is scheduled for January 31, 2023. In order to prepare for the meeting and ensure adequate time is allowed for each agenda item, staff is requesting Council formally establish the work session agenda.

Mayor Quackenbush requested to cancel the work session due to a lack of agenda items.

A motion was made by Council Member Smith and seconded by Council Member Sandgren to cancel the City Council Work Session scheduled for Tuesday, January 31, 2023. Motion passed by unanimous vote.

Mayor Quackenbush requested an update on possible parking restrictions along City streets due to the amount of snow.

City Administrator Muetzel stated at this time City Staff does not feel that it is necessary to restrict parking down to one side of the street.

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

There being no further business, a motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to adjourn the meeting at 5:32 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor



303 East 3rd Street
PO Box 526
Redwood Falls, MN 56283-0526
Phone: 507-637-4005
Fax: 507-637-1347

Meeting Date: February 7, 2023

Agenda Recommendation

Agenda Item: Approve Purchase of One Portable and One Base Radio

Recommendation/Action Requested: Staff recommends approval

Summary/Overview:

The 2023 RFPD budget had funds allocated for the purchase of one portable radio and one base radio to replace old radios which are no longer serviceable. RFPD has been in the process of replacing old units for approximately three years and will continue to do so as funds are available in the coming years. The old units are being retained as backup units should an existing radio break down.

The total cost for the portable radio, base radio, accessories, and programming is \$11,065.59. Under Redwood Falls' procurement policy, any purchase of durable goods over \$10,000 must be approved by City Council.

Attachments:

2023 Motorola Invoice

ALPHA *Wireless*

"People Powered, Customer Driven"

Phone:

Email:

donnier@alpha-wireless.com

Web:

www.alpha-wireless.com

We have prepared a quote for you

APX6000 & APX6500 (Qty 1 ea)

Quote # 004898
Version 1

Prepared for:

Redwood Falls Police Department

Jason Cotner
jcotner@ci.redwood-falls.mn.us



Phone:
Email: donnier@alpha-wireless.com
Web: www.alpha-wireless.com

Products

Description	Price	Qty	Ext. Price
Motorola APX6000 700/800 Model 2.5 Portable - includes hi-cap battery, whip antenna, holster, AES/DES/ADP encryption, 1 yr factory warranty.	\$0.00	1	\$0.00
Single Unit Impres Charger (115 VAC, 2.3 Amp)	\$0.00	1	\$0.00
APX6000 IMPRES RSM, NOISE CANC. EMERGENCY BUTTON	\$0.00	1	\$0.00
APX6500 7/800 Mhz Mobile - includes radio, antenna kit, bracket, power cable, AES/DES/ADP encryption, 1 yr factory warranty.	\$0.00	1	\$0.00
ARMER/ISICS Programming & Optimization	\$100.00	2	\$200.00
Subtotal:			\$200.00

ALPHA Wireless

"People Powered. Customer Driven"

Phone:

Email: donnier@alpha-wireless.com

Web: www.alpha-wireless.com

APX6000 & APX6500 (Qty 1 ea)



Prepared by:

Mankato

Donnie Rooney

800-967-1778

donnier@alpha-wireless.com

Prepared for:

Redwood Falls Police Department

303 East 3rd Street

PO Box 526

Redwood Falls, MN 56283-0526

Jason Cotner

(507) 637-4005

jcotner@ci.redwood-falls.mn.us

Quote Information:

Quote #: 004898

Version: 1

Delivery Date: 01/18/2023

Expiration Date: 02/17/2023

Quote Summary

Description	Amount
Products	\$200.00
Total:	\$200.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Mankato

Signature: *Donnie Rooney*
Name: Donnie Rooney
Title: President
Date: 01/18/2023

Redwood Falls Police Department

Signature: _____
Name: Jason Cotner
Date: _____



REDWOOD FALLS POLICE DEPT

01/18/2023



QUOTE-2016267

01/18/2023

REDWOOD FALLS POLICE DEPT
303 E 3RD ST
REDWOOD FALLS, MN 56283

Dear Jason Cotner,

Motorola Solutions is pleased to present REDWOOD FALLS POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide REDWOOD FALLS POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Donnie Rooney at donnier@alpha-wireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Donnie Rooney

Motorola Solutions Manufacturer's Representative

Billing Address:
 REDWOOD FALLS POLICE
 DEPT
 303 E 3RD ST
 REDWOOD FALLS, MN 56283
 US

Quote Date:01/18/2023
 Expiration Date:03/19/2023
 Quote Created By:
 Donnie Rooney
 donnier@alpha-wireless.com

End Customer:
 REDWOOD FALLS POLICE DEPT
 Jason Cotner
 jcotner@ci.redwood-falls.mn.us
 507-637-4005

Contract: 20927 - MN DOT 209493

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1	\$3,595.00	\$2,588.40	\$2,588.40
1a	H869BZ	ENH: MULTIKEY	1	\$363.00	\$261.36	\$261.36
1b	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	1	\$0.00	\$0.00	\$0.00
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	1	\$115.50	\$83.16	\$83.16
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$330.00	\$237.60	\$237.60
1e	H38BT	ADD: SMARTZONE OPERATION	1	\$1,320.00	\$950.40	\$950.40
1f	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	1	\$879.00	\$632.88	\$632.88
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$567.00	\$408.24	\$408.24
2	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	1	\$127.12	\$91.53	\$91.53



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$169.56	\$112.50	\$112.50
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
4	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	\$3,253.00	\$2,342.16	\$2,342.16
4a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	1	\$879.00	\$632.88	\$632.88
4b	G51AU	ENH: SMARTZONE OPERATION APX6500	1	\$1,320.00	\$950.40	\$950.40
4c	G67DT	ADD: REMOTE MOUNT E5 APXM	1	\$327.00	\$235.44	\$235.44
4d	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	1	\$0.00	\$0.00	\$0.00
4e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
4f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$66.00	\$47.52	\$47.52
4g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
4h	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	1	\$15.00	\$10.80	\$10.80
4i	G806BL	ENH: ASTRO DIGITAL CAL OP APX	1	\$567.00	\$408.24	\$408.24
4j	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$717.00	\$516.24	\$516.24
4k	W22BA	ADD: STD PALM MICROPHONE APX	1	\$79.00	\$56.88	\$56.88
4l	W969BG	ADD: MULTIKEY OPERATION	1	\$363.00	\$261.36	\$261.36
4m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$330.00	\$237.60	\$237.60

Grand Total
\$11,065.59(USD)
Notes:


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

AGENDA RECOMMENDATION

Meeting Date: February 7, 2023

Agenda Item: Report and Update of the Distributed Generation Rules

Recommendation/Action Requested: Staff Recommends Approval

Summary/Overview:

Attached for approval, per the Distributed Generation Rules for City of Redwood Falls Public Utilities adopted by Redwood Falls City Council at a prior meeting, are updates to the cogeneration and small power production tariff consisting of:

SCHEDULE 1.

Calculation of the average retail utility energy rates

SCHEDULE 2.

The estimated average incremental energy costs by seasonal, peak and off-peak periods and annual avoided capacity from Southern Minnesota Municipal Power Agency

REDWOOD FALLS COGENERATION AND SMALL POWER PRODUCTION TARIFF

This information is available to the public at our offices or on our website at www.ci.redwood-falls.mn.us.

Upon approval of the Cogeneration and Small Power Production Tariff, City of Redwood Falls Public Utilities will publish a cogeneration and small power generation notice on the website.

Also attached is the annual QF Report as required under the Distributed Generation Rules.

SCHEDULE 1 – AVERAGE RETAIL UTILITY ENERGY RATE

Net Energy Billing: Available to any QF of less than 40 kW capacity that does not select either Roll Over Credits, Simultaneous Purchase and Sale Billing or Time of Day rates.

City of Redwood Falls Public Utilities shall bill QF for any excess of energy supplied by insert Utility name above energy supplied by the QF during each billing period according to City of Redwood Falls Public Utilities applicable rate schedule. City of Redwood Falls Public Utilities shall pay the customer for the energy generated by the QF that exceeds that supplied by City of Redwood Falls Public Utilities during a billing period at the “average retail utility energy rate.” "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available shall be used in the computation. The “average retail utility energy rates” are as follows:

Customer Class	Average Retail Utility Energy Rate
Residential	\$0.098
Small Commercial	\$0.106
Large Commercial	\$0.045
Industrial	\$0.045

SCHEDULE 2 – AVERAGE INCREMENTAL COST

Estimated Marginal Energy Costs (\$/MWh)						
		2023	2024	2025	2026	2027
Summer	On Peak	48.22	46.72	47.83	48.83	49.50
	Off Peak	31.68	25.97	27.54	28.77	29.81
	All Hours	39.29	35.52	36.88	38.00	38.87
Winter	On Peak	53.55	50.32	53.03	56.17	57.21
	Off Peak	39.82	37.22	37.60	38.40	39.85
	All Hours	46.14	43.24	44.70	46.57	47.84
Annual	On Peak	50.88	48.52	50.43	52.50	53.35
	Off Peak	35.75	31.60	32.57	33.59	34.83
	All Hours	42.71	39.38	40.79	42.29	43.35
Annual # hours on-peak:						
Description of season and on-peak and off-peak periods						
Summer:	April through September					
Winter:	October through March					
On-peak period:	6 am to 10 pm Monday through Friday except holiday (New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day)					
Off-peak period:	All other hours					

Estimated Marginal Energy Costs

The estimated system average incremental energy costs are calculated by seasonal peak and off-peak periods for each of the next five years. For each seasonal period, system incremental energy costs are averaged during system daily peak hours, system daily off-peak hours, and all hours in the season. The energy costs are increased by a factor equal to 50 percent of the line losses.

The energy needs of [UTILITY NAME HERE] are served through its membership in Southern Minnesota Municipal Power Agency (SMMPA). SMMPA, in turn, is a member of the Midcontinent ISO (MISO). As a result, the municipal's incremental energy cost is equivalent to the MISO hourly Locational Marginal Price (LMP). Actual hourly LMP will vary significantly based on several parameters such as weather, energy demand, and generation availability. The table above represents a forecast of the MISO hourly LMP values averaged over each specific time period at the MISO Minnesota Hub.

Capacity Costs

SMMPA, [UTILITY NAME HERE]'s wholesale supplier, has neither planned generating facility additions nor planned additional capacity purchases, other than from qualifying facilities, during the ensuing ten years, thus SMMPA and [UTILITY NAME HERE] are deemed to have no avoidable capacity costs.

Minnesota Department of Commerce

Docket E999/PR-23-10

Reporting Period:

January 1, 2022 - December 31, 2022

Distributed Energy Resource (DER) Interconnection Report

Utility:

Redwood Falls Public Utilities

Report Year: 2022

Date Submitted:

January 30, 2023

Filing Utility Information		Contact Information	
Utility ID#	97	Contact Name	Charles Heins
Utility Name	Redwood Falls Public Utilities	Contact Title	Superintendent
Street Address Line 1	PO Box 526	Contact Telephone	507-616-7490
Street Address Line 2	333 South Washington Street	Contact Email	cheins@ci.redwood-falls.mn.us
City	Redwood Falls		
State	MN		
Zip Code	56283		

Comments/Notes

Print Close

Document Upload Confirmation

Submission Information

Submission Number: 20231-192701
Submission Date/Time: 01/30/2023 11:20 AM

Filer Information

Filer: Heins, Charles
Company: Redwood Falls Public Utilities
Email: cheins@ci.redwood-falls.mn.us
Phone Number: 507-616-7490

Document Information

Document Date: 01/30/2023
Document Type: Report
On Behalf Of: Redwood Falls Public Utilities

Service List Information

Table with 2 columns: Docket #, List Name. Row 1: 23-10, PR-23-10

Existing Dockets Information

Table with 3 columns: Related Industry, Year, Number. Row 1: Energy, 23, 10

Uploaded Documents Information

Table with 3 columns: Selected Document, Classification, Additional Information. Row 1: DER Reporting - 2022.xlsx, Public,

Electronic Service

Table with 6 columns: Last Name, First Name, Email, Company Name, Delivery Method, View Trade Secret. Rows include Commerce Attorneys, Ferguson, Residential Utilities Division, Seuffert.

CSV | Excel | PDF

Print Close

Charles Heins

From: eService.admin@state.mn.us
Sent: Monday, January 30, 2023 11:20 AM
To: Charles Heins
Subject: Confirmation of Completed Official Document Service

[EXTERNAL E-MAIL]

Based on your selection to use eFiling application to provide service to parties via email for those parties opting to accept electronic service, the application confirms it completed service on 01/30/2023 at 11:20 AM for submission # 20231-192701.

For questions contact eService.admin@state.mn.us



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

AGENDA RECOMMENDATION

Meeting Date: February 7, 2023

Agenda Item: Approve Updated Interconnection Rules

Recommendation/Action Requested: Staff Recommends Approval

Summary/Overview:

Attached are the updated interconnection rules that govern what and how customers of Redwood Falls need to follow to have their generation interconnected with the electric system of the City. These new rules are necessary to comply with changes that the 2022 Legislature adopted during the last session.

The basic change is to make sure every utility uses the same format. Give me a call if you need additional information.

Rules

Governing the Interconnection of

Cogeneration and Small Power Production Facilities

with

City of Redwood Falls Public Utilities

Part A. DEFINITIONS

Subpart 1. Applicability. For purposes of these rules, the following terms have the meanings given them below.

Subp. 2. Average retail utility energy rate. "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. For purposes of determining the "average retail utility energy rate," the utility may consider a retail demand rate as a fixed charge and may exclude such annual revenue from the calculation. The computation shall use data from the most recent 12- month period available.

Subp. 3. Backup power. "Backup power" means electric energy or capacity supplied by the utility to replace energy ordinarily generated by a qualifying facility's own generation equipment during an unscheduled outage of the facility.

Subp. 4. Capacity. "Capacity" means the capability to produce, transmit, or deliver electric energy and is determined using the aggregate nameplate ratings of all qualifying systems located on the customer side of the point of common coupling. The nameplate ratings of each qualifying system are the maximum alternating current capacity values at the point of DER coupling that could be measured in a 15-minute interval period.

Subp. 5. Capacity costs. "Capacity costs" means the costs associated with providing the capability to deliver energy. The utility's capacity costs consist of the capital costs of facilities from the utility and the utility's wholesale provider used to generate, transmit, and distribute electricity and the fixed operating and maintenance costs of these facilities.

Subp. 6. Customer. "Customer" means the person or entity named on the utility electric bill for the premises.

Subp. 7. Energy. "Energy" means electric energy, measured in kilowatt-hours.

Subp. 8. Energy costs. "Energy costs" means the variable costs associated with the production of electric energy. They consist of fuel costs and variable operating and maintenance expenses.

Subp. 9. Firm power. "Firm power" means energy delivered by the qualifying facility to the utility with at least a 65 percent on-peak capacity factor in the month. The capacity factor is based upon the qualifying facility's maximum metered capacity delivered to the utility during the on-peak hours for the month.

Subp. 10. Governing body. "Governing body" means Redwood Falls City Council

Subp. 11. Interconnection costs. "Interconnection costs" means the reasonable costs of connecting, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the utility that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a qualifying facility. Costs are considered interconnection costs only to the extent that they exceed the costs the utility would incur in selling electricity to the customer as a non-generating customer.

Subp. 12. Interruptible power. "Interruptible power" means electric energy or capacity supplied by

the utility to a customer subject to interruption under the provisions of the utility's tariff applicable to the retail class of customers to which the customer would belong irrespective of their ability to generate electricity.

Subp. 13. Maintenance power. "Maintenance power" means electric energy or capacity supplied by the utility during scheduled outages of a qualifying facility.

Subp. 14. On-peak hours. "On-peak hours" means either those hours formally designated by the utility as on-peak for ratemaking purposes or those hours for which its typical loads are at least 85 percent of its average maximum monthly loads.

Subp. 15. Point of common coupling. "Point of common coupling" means the point where a qualifying facility's generation system, including the point of generator output, is connected to the utility's electric power grid.

Subp. 16. Point of distributed energy resource connection. "Point of distributed energy resource connection" means the point where a qualifying facility's generation system, including the point of generator output, is connected to the customer's electric system and meets the current definition of IEEE 1547.

Subp. 17. Purchase. "Purchase" means the purchase by the utility of electric energy or capacity or both from a customer with a qualifying facility.

Subp. 18. Qualifying facility. "Qualifying facility" means a cogeneration or small power production facility which satisfies the conditions established in Code of Federal Regulations, title 18, part 292. The initial operation date or initial installation date of a cogeneration or small power production facility must not prevent the facility from being considered a qualifying facility for the purposes of this chapter if it otherwise satisfies all stated conditions.

Subp. 19. Sale. "Sale" means the sale of electric energy or capacity or both by the utility to a customer with a qualifying facility.

Subp. 20a. Standby charge. "Standby charge" means the charge imposed by the utility upon a customer with a qualifying facility for the recovery of costs for the provision of standby services necessary to make electricity service available to the customer.

Subp. 20b. Standby service. "Standby service" means supplemental or backup electric service or power provided by the utility that provides reliability to customers who generate all or a portion of their electricity needs from a qualifying facility greater than 40 kW when the customer's own ability to generate will not be sufficient to meet the customer's need while the customer remains connected to the distribution system.

Subp. 21. Supplementary power. "Supplementary power" means electric energy or capacity supplied by the utility which is regularly used by a customer with a qualifying facility in addition to that which the facility generates itself.

Subp. 22. System emergency. "System emergency" means a condition on the utility's system which is imminently likely to result in significant disruption of service to customers or to endanger life or property.

Subp. 23. Utility. “Utility” means City of Redwood Falls Electric Department

Part B. SCOPE AND PURPOSE

The purpose of these rules is to implement certain provisions of Minnesota Statutes Section 216B.164; the Public Utility Regulatory Policies Act of 1978, United States Code, title 16, §824a-3; and the Federal Energy Regulatory Commission regulations, Code of Federal Regulations, title 18, part 292. These rules shall be applied in accordance with their intent to give the maximum possible encouragement to cogeneration and small power production consistent with protection of the utility’s ratepayers and the public.

Part C. FILING REQUIREMENTS

The utility shall file for review and approval by the governing body, a cogeneration and small power production tariff containing schedules 1 – 3 and shall thereafter file annual updates of schedules 1 and 2 in the first quarter of the year. Schedule 3’s contents shall remain the standing guidance unless and until the utility files changes.

SCHEDULE 1.

Schedule 1 shall contain the calculation of the average retail utility energy rates for each utility customer class.

SCHEDULE 2.

Schedule 2 shall contain the rates at which the utility purchases energy and capacity. If the utility has more than one wholesale supplier, schedule 2 shall contain the rates of that supplier from which purchases may first be avoided.

SCHEDULE 3.

Schedule 3 shall contain or indicate by reference to a publicly available document the utility's interconnection process, or “distributed generation tariff” adopted in compliance with Minnesota Statutes Section 216B.1611, subd. 3(2), including standard contract forms to be used with customers interconnecting qualifying facilities as well as general technical interconnection and interoperability requirements.

The utility shall also adopt technical specifications with utility-specific safety standards, technical requirements for distributed energy resource systems, required operating procedures for interconnected operations, and the functions to be performed by any control and protective apparatus.

Part D. AVAILABILITY OF FILINGS

All filings shall be maintained at the utility's general office and any other offices of the utility where rate tariffs are kept. The filings shall be made available for public inspection during normal business hours. The utility shall supply the current year’s distributed generation rates, interconnection procedures and application form on the utility website, if practicable, or at the utility office.

Part E. REPORTING REQUIREMENTS

The utility shall report to the governing body for its review and approval an annual report including information in subparts 1-3. The utility shall also comply with other federal and state reporting of distributed generation to federal and state agencies expressly required by statute.

Subpart 1. Summary of average retail utility energy rate. A summary of the qualifying facilities that are currently served under average retail utility energy rate.

Subp. 2. Other qualifying facilities. A summary of the qualifying facilities that are not currently served under average retail utility energy rate.

Subp. 3. Wheeling. A summary of the wheeling undertaken with respect to qualifying facilities.

Part F. PURCHASE AND CONTRACT REQUIREMENTS

Subpart 1. Requirement to purchase. The utility shall purchase energy and capacity from any customer who offer to sell energy and capacity from a qualifying facility to the utility and agrees to the conditions in these rules.

Subp. 2. Written contract. A written contract shall be executed between a customer seeking to interconnect a qualifying facility and the utility.

Part G. EXCLUSIVE SERVICE RIGHT RETAINED

The utility reserves its right to be the exclusive provider of electric service to all present and future customers in its service area as provided for in Minnesota Statutes, Sections 216B.40-44. The utility, therefore, refuses permission to interconnect or to continue to purchase energy produced from a facility not owned or leased at a fixed periodic payment amount by the electric utility account holder for the premise upon which the facility is located, unless that right is explicitly waived in writing by the utility for the specified facility.

Part H. ELECTRICAL CODE COMPLIANCE

Subpart 1. Compliance; standards. The interconnection between the qualifying facility and the utility must comply with the requirements in the most recently published edition of the National Electrical Safety Code issued by the Institute of Electrical and Electronics Engineers. The interconnection is subject to subparts 2 and 3.

Subp. 2. Interconnection. A customer with a qualifying facility is responsible for complying with all applicable local, state, and federal codes, including building codes, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and noise and emissions standards. The utility shall require proof that the qualifying facility is in compliance with the NEC before the interconnection is made. The customer seeking to interconnect a qualifying facility must obtain installation approval from an electrical inspector recognized by the Minnesota State Board of Electricity.

Subp. 3. Generation system. A qualifying facility's generation system and installation must comply with the American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) standards applicable to the installation.

Part I. RESPONSIBILITY FOR APPARATUS

A customer seeking to interconnect a qualifying facility, without cost to the utility, must furnish, install, operate, and maintain in good order and repair any apparatus the qualifying facility needs in order to operate in accordance with schedule 3.

Part J. TYPES OF POWER TO BE OFFERED; STANDBY SERVICE

Subpart 1. Service to be offered. The utility shall offer maintenance, interruptible, supplementary, and backup power to a customer seeking to interconnect a qualifying facility upon request.

Subp. 2. Standby service. The utility shall offer a customer seeking to interconnect a qualifying facility standby power or service at the utility's applicable standby rate schedule.

Part K. DISCONTINUING SALES DURING EMERGENCY

The utility may discontinue sales to a customer with an interconnected qualifying facility during a system emergency if the discontinuance and recommencement of service is not discriminatory.

Part L. RATES FOR UTILITY SALES TO A CUSTOMER WITH AN INTERCONNECTED QUALIFYING FACILITY

Rates for sales to a customer with a qualifying facility are governed by the applicable tariff for the class of electric utility customers to which the customer belongs or would belong were they not a customer with an interconnected qualifying facility. Such rates are not guaranteed and may change from time to time at the discretion of the utility.

Part M. STANDARD RATES FOR PURCHASES FROM QUALIFYING FACILITIES

Subpart 1. Qualifying facilities with 100-kilowatt capacity or less. For qualifying facilities with capacity of 100 kilowatts or less, standard purchase rates apply. The utility shall make available four types of standard rates, described in parts M, N, O, and P. A customer interconnecting a qualifying facility with a capacity of 100 kilowatts or less must choose interconnection under one of these rates, and must specify their choice in the written contract required in part V. Any net credit to a customer for their qualifying facility must, at their option, be credited to their account with the utility or returned by check or comparable electronic payment service within 15 days of the billing date. The option chosen must be specified in the written contract required in part V. A customer with an interconnected qualifying facility remains responsible for any monthly service charges and demand charges specified in the tariff under which they consume electricity from the utility.

Subp. 2. Qualifying facilities over 100-kilowatt capacity. A customer interconnecting a qualifying facility with more than 100-kilowatt capacity has the option to negotiate a contract with the utility or, if they commit to provide firm power, be compensated under standard rates.

Subp. 3. Grid access charge. A customer with an interconnected qualifying facility shall be assessed a monthly grid access charge to recover the fixed costs not already paid by the customer through the customer's existing billing arrangement. The additional charge shall be reasonable and appropriate for the class of customer based on the most recent cost of service study defining the grid access charge. The cost-of-service study for the grid access charge shall be made available for review by the customer of the utility upon request.

Part N. AVERAGE RETAIL UTILITY ENERGY RATE

Subpart 1. Applicability. The average retail utility energy rate is available only to customers

interconnecting qualifying facilities with capacity of less than 40 kilowatts who choose not to offer electric power for sale on either a time-of-day basis, a simultaneous purchase and sale basis or roll-over credit basis.

Subp. 2. Method of billing. The utility shall bill the customer with an interconnected qualifying facility for the excess of energy supplied by the utility above energy supplied by the qualifying facility during each billing period according to the utility's applicable retail rate schedule.

Subp. 3. Additional calculations for billing. When the energy generated by the qualifying facility exceeds that supplied by the utility to the customer at the same site during the same billing period, the utility shall compensate the customer for the excess energy at the average retail utility energy rate.

Part O. SIMULTANEOUS PURCHASE AND SALE BILLING RATE

Subpart 1. Applicability. The simultaneous purchase and sale rate is available only to customers with qualifying facilities with capacity of less than 40 kilowatts who choose not to offer electric power for sale on average retail utility energy rate basis, time-of-day basis or roll-over credit basis.

Subp. 2. Method of billing. A customer with a qualifying facility must be billed for all energy and capacity they consume during a billing period according to the utility's applicable retail rate schedule.

Subp. 3. Compensation to a customer with a qualifying facility; energy purchase. The utility shall purchase all energy which is made available to it by the qualifying facility. At the option of the customer, the qualifying facility's entire generation may be deemed to be made available to the utility. Compensation to the customer must be the energy rate shown on schedule 2.

Subp. 4. Compensation to a customer with a qualifying facility; capacity purchase. If a customer with a qualifying facility provides firm power to the utility, the capacity component must be the utility's net annual avoided capacity cost per kilowatt-hour averaged over all hours shown on schedule 2, divided by the number of hours in the billing period. If the qualifying facility does not provide firm power to the utility, no capacity component may be included in the compensation paid to the customer.

Part P. TIME-OF-DAY PURCHASE RATES

Subpart 1. Applicability. Time-of-day rates are required for customers interconnecting qualifying facilities with capacity of 40 kilowatts or more and less than or equal to 100 kilowatts, and they are optional for customers interconnecting qualifying facilities with capacity less than 40 kilowatts. Time-of-day rates are also optional for customers interconnecting qualifying facilities with capacity greater than 100 kilowatts if these qualifying facilities provide firm power.

Subp. 2. Method of billing. The interconnecting customer must be billed for all energy and capacity they consume during each billing period according to the utility's applicable retail rate schedule.

Subp. 3. Compensation to qualifying facility; energy purchases. The utility shall purchase all energy which is made available to it by the qualifying facility. Compensation to the interconnecting

customer must be the energy rate shown on schedule 2.

Subp. 4. Compensation to qualifying facility; capacity purchases. If the qualifying facility provides firm power to the utility, the capacity component must be the capacity cost per kilowatt shown on schedule 2 divided by the number of on-peak hours in the billing period. The capacity component applies only to deliveries during on-peak hours. If the qualifying facility does not provide firm power to the utility, no capacity component may be included in the compensation paid to the interconnecting customer.

Part Q. ROLL-OVER CREDIT PURCHASE RATES

Subpart 1. Applicability. The roll-over credit rate is available only to interconnecting customers with qualifying facilities with capacity of less than 40 kilowatts who choose not to offer electric power for sale on average retail utility energy rate basis, time-of-day basis or simultaneous purchase and sale basis.

Subp. 2. Method of billing. The utility shall bill the interconnecting customer for the excess of energy supplied by the utility above energy supplied by the qualifying facility during each billing period according to the utility's applicable retail rate schedule.

Subp. 3. Additional calculations for billing. When the energy generated by the qualifying facility exceeds that supplied by the utility during a billing period, the utility shall apply the excess kilowatt hours as a credit to the next billing period kilowatt hour usage. Excess kilowatt hours that are not offset in the next billing period shall continue to be rolled over to the next consecutive billing period. Any excess kilowatt hours rolled over that are remaining at the end of each calendar year shall cancel with no additional compensation.

Part R. CONTRACTS NEGOTIATED BY CUSTOMER

An interconnecting customer with a qualifying facility with capacity greater than 100 kilowatts must negotiate a contract with the utility setting the applicable rates for payments to the customer of avoided capacity and energy costs.

Subpart 1. Amount of capacity payments. The interconnecting customer who negotiates a contract under part Q must be entitled to the full avoided capacity costs of the utility. The amount of capacity payments will be determined by the utility and the utility's wholesale power provider.

Subp. 2. Full avoided energy costs. The interconnecting customer who negotiates a contract under part Q must be entitled to the full avoided energy costs of the utility. The costs must be adjusted as appropriate to reflect line losses.

Part S. WHEELING

Interconnecting customers with qualifying facilities with capacity of 30 kilowatts or greater that are interconnected to the utility's distribution system who choose to sell the output of the qualifying facility to any other utility, must pay any appropriate wheeling charges to the utility. Within 15 days of receiving payment from the utility ultimately receiving the qualifying facility's output, the utility shall pay the interconnecting customer the payment less the charges it has incurred and its own reasonable wheeling costs.

Part T. NOTIFICATION TO CUSTOMERS

Subpart 1. Contents of written notice. Following each annual review and approval by the utility of the cogeneration rate tariffs the utility shall furnish in the monthly newsletter or similar mailing, written notice to each of its customers that the utility is obligated to interconnect with and purchase electricity from cogenerators and small power producers.

Subp. 2. Availability of information. The utility shall make available to all interested persons upon request, the interconnection process and requirements adopted by the utility, pertinent rate schedules and sample contractual agreements.

Part U. DISPUTE RESOLUTION

In case of a dispute between a utility and a customer interconnecting a qualifying facility or an impasse in negotiations between them, either party may petition the governing body to determine the issue.

Part V. INTERCONNECTION CONTRACTS

Subpart 1. Interconnection standards. The utility shall provide a customer applying for interconnection with a copy of, or electronic link to, the utility's adopted interconnection process and requirements.

Subp. 2. Existing contracts. Any existing interconnection contract executed between the utility and a customer interconnecting a qualifying facility with capacity of less than 40 kilowatts remains in force until terminated by mutual agreement of the parties or as otherwise specified in the contract. The governing body has assumed all dispute responsibilities as listed in existing interconnection contracts. Disputes are resolved in accordance with Part T.

Subp. 3. Renewable energy credits; ownership. Generators own all renewable energy credits unless other ownership is expressly provided for by a contract between a generator and the utility.

Part W. UNIFORM CONTRACT

The uniform contract form shown in subpart 1 shall be used between the utility and a qualifying facility having less than 40 kilowatts of capacity.

Subpart 1. Uniform Contract for Cogeneration and Small Power Production Facilities. (See attached contract form.)

**UNIFORM CONTRACT FOR COGENERATION AND SMALL POWER
PRODUCTION FACILITIES**

THIS CONTRACT is entered into _____, ____, by _____
_____, a municipal utility under Minnesota law, (hereafter called
"Utility") and _____ (hereafter called
"Customer").

RECITALS

The Customer has installed electric generating facilities, consisting of
_____ (Description of facilities),
rated at ____kilowatts AC of electricity, on property located at
_____.

The Customer is an electric service recipient named on a service account of the Utility.

The Customer is prepared to generate electricity in parallel with the Utility.

The Customer's electric generating facilities meet the requirements of the Rules
Governing Cogeneration and Small Power Production Facilities adopted by the Utility and
any technical standards for interconnection the Utility has established that are authorized
by those rules.

The Utility is obligated under federal and Minnesota law to accommodate interconnection
with the Customer's facilities and to purchase electricity offered for sale by the Customer
from those facilities.

A contract between the Customer and the Utility is required for operation of facilities
interconnected with the Utility system.

AGREEMENTS

The Customer and the Utility agree:

1. The Utility will sell electricity to the Customer under the rate schedule in force for
the class of customer to which the Customer belongs.

2. The Utility will buy electricity from the Customer under the current rate schedule
filed with the city council or city-appointed governing body of the Utility. The
Customer elects the rate schedule category hereinafter indicated:

- ___ a. Average retail utility energy rate.
 - Facilities capacity must be less than 40 kW.
- ___ b. Simultaneous purchase and sale billing rate.
 - Facilities capacity must be less than 40 kW.
- ___ c. Roll-over credits.
 - Facilities capacity must be less than 40 kW.
- ___ d. Time-of-day purchase rates.
 - Facilities capacity must be 40 kW or more and less than or equal to 100 kW.

A copy of the presently approved rate schedule is attached to this contract.

3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Utility or the State of Minnesota, and the Customer and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.
4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the Customer, other than kilowatt-hour credits under clause 2(c), will be made under one of the following options as chosen by the Customer.
 - ___ a. Credit to the Customer's account with the Utility.
 - ___ b. Paid by check or electronic payment service to the Customer within fifteen (15) days of the billing date.
5. Renewable energy credits associated with generation from the facility are owned by:

6. The Customer must operate their electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the rules governing cogeneration and small power production facilities on the Utility's system which provide reasonable technical connection and operating specifications for the facilities and are consistent with the Minnesota Public Utilities Commission's rules adopted under Minnesota Statutes §216B.164, subdivision 6.
7. The Customer will not enter into an arrangement whereby electricity from the generating facilities will be sold to an end user in violation of the Utility's exclusive right to provide electric service in its service area under Minnesota Statutes, Section 216B.37-44.

- 8. The Customer will operate their electric generating facilities so that they conform to the national, state, and local electric and safety codes, and the Customer will be responsible for the costs of conformance.
- 9. The Customer is responsible for the actual, reasonable costs of interconnection which are estimated to be \$_____. The Customer will pay the Utility in this way:

_____.

- 10. The Customer will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility 's side of the interconnection. If the Utility enters the Customer's property, the Utility will remain responsible for its personnel.
- 11. The Utility may stop providing electricity to the Customer during a system emergency. The Utility will not discriminate against the Customer when it stops providing electricity or when it resumes providing electricity.
- 12. The Utility may stop purchasing electricity from the Customer when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility may stop purchasing electricity from the Customer in the event the generating facilities listed in this contract are documented to be causing power quality, safety or reliability issues to the Utility's electric distribution system.

The Utility will notify the Customer in this way before it stops purchasing electricity:

_____.

- 13. The Customer will keep in force general liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$ _____ . (The amount must be consistent with requirements for like-sized facilities under the interconnection process or distributed generation tariff adopted by the Utility pursuant to Minnesota Statutes §216B.1611, subdivision 3, clause 2.)
- 14. The Customer and the Utility agree to attempt to resolve all disputes arising hereunder promptly and in a good faith manner.
- 15. The city council or city-appointed body governing the Utility has authority to consider and determine disputes, if any, that arise under this contract in

accordance with procedures in the rules it adopts implementing Minnesota Statutes Section 216B.164, pursuant to subdivision 9 thereunder.

- 16.** This contract becomes effective as soon as it is signed by the Customer and the Utility. This contract will remain in force until either the Customer or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled thirty (30) days after notice is given. If the listed electric generating facilities are not interconnected to the Utility's distribution system within twelve months of the contract being signed by the Customer and the Utility, the contract terminates. The Customer and the Utility may delay termination by mutual agreement.
- 17.** Neither the Customer nor the Utility will be considered in default as to any obligation if the Customer or the Utility is prevented from fulfilling the obligation due to an act of nature, labor disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or other cause beyond the Customer's or Utility's control. However, the Customer or Utility whose performance under this contract is hindered by such an event shall make all reasonable efforts to perform its obligations.
- 18.** This contract can only be amended or modified by mutual agreement in writing signed by the Customer and the Utility.
- 19.** The Customer must notify the Utility prior to any change in the electric generating facilities' capacity size or generating technology according to the interconnection process adopted by the Utility.
- 20.** Termination of this contract is allowed (i) by the Customer at any time without restriction; (ii) by Mutual Agreement between the Utility and the Customer; (iii) upon abandonment or removal of electric generating facilities by the Customer; (iv) by the Utility if the electric generating facilities are continuously non-operational for any twelve (12) consecutive month period; (v) by the Utility if the Customer fails to comply with applicable interconnection design requirements or fails to remedy a violation of the interconnection process; or (vi) by the Utility upon breach of this contract by the Customer unless cured with notice of cure received by the Utility prior to termination.
- 21.** In the event this contract is terminated, the Utility shall have the rights to disconnect its facilities or direct the Customer to disconnect its generating facilities.
- 22.** This contract shall continue in effect after termination to the extent necessary to allow either the Utility or the Customer to fulfill rights or obligations that arose under the contract.

23. Transfer of ownership of the generating facilities shall require the new owners and the Utility to execute a new contract. Upon the execution of a new contract with the new owners this contract shall be terminated.
24. The Customer and the Utility shall at all times indemnify, defend, and save each other harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Customer's or the Utility's performance of its obligations under this contract, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the Customer or the Utility.
25. The Utility and the Customer will each be responsible for their own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.
26. The Customer's and the Utility's liability to each other for failure to perform their obligations under this contract shall be limited to the amount of direct damage actually occurred. In no event, shall the Customer or the Utility be liable to each other for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
27. The Utility does not give any warranty, expressed or implied, to the adequacy, safety, or other characteristics of the Customer's interconnected system.
28. This contract contains all the agreements made between the Customer and the Utility. The Customer and Utility are not responsible for any agreements other than those stated in this contract.

THE CUSTOMER AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE LISTED BY SIGNER.

CUSTOMER

By:

Printed Name:

DATE:

UTILITY

By:

Printed Name:

DATE:



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

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AGENDA MEMO

Meeting Date: February 7, 2023

Agenda Item: Resolution No. 4 of 2023 – Resolution to Adopt a Comprehensive Schedule of Offenses and Establish Administrative Penalties.

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: The City Council previously adopted Ordinance 91, Third Series, an ordinance establishing a procedure for adjudicating administrative offenses and providing for a schedule of offenses and administrative penalties. Over the years the Council has supplemented Ordinance 91 with several Resolutions adopting a schedule of offenses and establishing administrative penalties. The last resolution to do so was Resolution No. 30 of 2021. Following staff discussion, to streamline the processing of those types of citations, it is recommended that the language providing for the doubling of fines for repeat violations of Chapters 7, 8, and 9, be removed. This recommendation requires that Resolution No. 30 of 2021 be updated. Even with this change, the City will retain the ability to charge most repeat offenders through the District Court citation process if needed.

Attachment: Resolution No. 4 of 2023

RESOLUTION NO. 4 OF 2023

RESOLUTION TO ADOPT A COMPREHENSIVE SCHEDULE OF OFFENSES AND ESTABLISH ADMINISTRATIVE PENALTIES

WHEREAS, the City Council for the City of Redwood Falls has adopted an ordinance establishing a procedure for adjudicating administrative offenses and providing for a schedule of offenses and administrative penalties; and

WHEREAS, said ordinance authorizes the City Council, from time to time, to identify administrative offenses and establish penalties for such offenses; and

WHEREAS, the City Council has established by Resolution 29 of 2003, Resolution 20 of 2004, Resolution 32 of 2010, Resolution 9 of 2012, Resolution 28 of 2013, Resolution 36 of 2014, Resolution 70 of 2016, and Resolution 30 of 2021 established various administrative penalties to be addressed in the Administrative Citation Process established by Ordinance 91, Third Series; and

WHEREAS, in an effort to consolidate the various resolutions, the City Council intends by this Resolution to consolidate the various resolutions into one comprehensive list of Administrative Penalties.

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

SECTION 1. The Redwood Falls City Council hereby establishes the following administrative penalties for the listed offenses to be payable under Ordinance 91, Third Series.

OFFENSE **ADMINISTRATIVE PENALTY**

CHAPTER 3 - MUNICIPAL AND PUBLIC UTILITIES

SEC. 3.04. Rules and regulations relating to municipal utilities.	
Subd. 7. Unlawful Acts-Tampering or improperly connecting with Municipal Utilities.....	\$50.00
Subd. 9. Damaging Municipal Utility Equipment.....	\$50.00
SEC. 3.20 Rules and regulations relating to refuse collection and disposal.	
Subd. 3. Illegal Storage, Dumping or Transporting Solid Waste.....	\$50.00
SEC. 3.30 Rules and regulations relating to water service.	
Subd. 6. Violation of Prohibited Uses or Restricted Hours.....	\$50.00
Subd. 8. Opening Hydrants.....	\$50.00
Subd. 12. Tampering With Water Meters.....	\$50.00
SEC. 3.40 Rules and regulations relating to sewerage use.	
Subd. 2. Illegal dumping or discharge of waste.....	\$50.00
Subd. 4. Illegal connections to public sewer.....	\$50.00
Subd. 5. Illegal discharge into public sewer.....	\$50.00

Subd. 6. Damaging wastewater facilities.....	\$50.00
SEC. 3.50. Violation of sump pump drain regulations.....	\$50.00

A second or subsequent violation of the above listed ordinances by the same person within 12 months of the most recent violation shall result in a doubling of the previously imposed penalty.

CHAPTER 4 - CONSTRUCTION LICENSING, PERMITS AND REGULATION

SEC. 4.01. Violation of Building Code.....	\$100.00
SEC. 4.04. Failure to obtain building permit.....	\$100.00
SEC. 4.05. Failure to obtain demolition permit.....	\$100.00
SEC. 4.06. Violation of permit or special requirements for moving buildings.....	\$250.00
SEC. 4.07. Violation of Property Maintenance Code.....	\$100.00
SEC. 4.10. Violation of construction and maintenance of antennae and supporting towers ordinance.....	\$100.00
SEC. 4.21. Subd. 10. Permitting a hazardous building or property.....	\$250.00
SEC. 4.99. Other construction, building or licensing violations.....	\$100.00

A second or subsequent violation of the above listed ordinances by the same person within 12 months of the most recent violation shall result in a doubling of the previously imposed penalty.

CHAPTER 5 - ALCOHOLIC BEVERAGES LICENSING AND REGULATION

SEC. 5.02. Violations of licensing procedures and requirements.....	\$500.00
SEC. 5.08. Violations of after-hours restrictions.....	\$1,000.00*
SEC. 5.11. Failure to permit inspection.....	\$500.00
SEC. 5.15. Minor consumption, purchasing, possession, presence or misrepresentation of age.....	\$100.00
SEC. 5.16. Unlawful gambling.....	\$100.00
SEC. 5.17. Consumption or possession of alcoholic beverages on streets, public property, or private parking lots to which the public has access.....	\$50.00
SEC. 5.18. Possession of alcoholic beverages in prohibited buildings or grounds.....	\$50.00
SEC. 5.19. Other unlawful acts.....	\$50.00
SEC. 5.21. Sale of liqueur-filled candy.....	\$50.00
SEC. 5.31. Illegal beer sales.....	\$500.00*
SEC. 5.50. Illegal liquor sales.....	\$500.00*
SEC. 5.70. Illegal wine sales.....	\$500.00*
SEC. 5.80. Violations of club license restrictions and regulations.....	\$500.00*
SEC. 5.83. Bottle club violations.....	\$500.00*
SEC. 5.86. Permitting Nudity or obscenity in licensed premises.....	\$500.00

*And such other conditions set by the City Council following hearing.

A second violation of the above listed ordinances by the same person within 12 months of a prior violation shall result in a doubling of the penalty. A third violation shall result in the revocation of applicable license.

CHAPTER 6 - OTHER BUSINESS REGULATION AND LICENSING

SEC. 6.02. False statement or omission on application form.....	\$100.00
SEC. 6.06. Permitting the use of real property by unlicensed business.....	\$250.00
SEC. 6.22. Violations of public show, movie, caravan, circus, carnival, theatrical or other performance or exhibition ordinance.....	\$100.00
SEC. 6.23. Tobacco Sales	
Subd. 2. Unlicensed sale of tobacco.....	\$1,000.00**
Subd. 4(a). Sale to Minor.....	\$250.00*
Subd. 4(b). Possession by minor.....	\$50.00
Subd. 4(c). Use by minor.....	\$50.00
Subd. 4(d). Attempted Purchase by Minor.....	\$50.00
Subd. 4(e). Attempted Purchase by Minor Using False Identification.....	\$50.00
Subd. 6(b) . Sale While License is Suspended.....	\$1,000.00**
Subd. 6(c). Conviction of crime relating to sale of tobacco.....	\$1,000.00**
SEC. 6.24. Violations of peddlers, solicitors, and transient merchants ordinance.....	\$100.00
SEC. 6.25. Violations of taxicab ordinance.....	\$100.00
SEC. 6.28. Violations of dog kennels ordinance.....	\$100.00
SEC. 6.29. Violations of lodging tax ordinance.....	\$100.00
SEC. 6.30. Violations of professional therapeutic massage ordinance.....	\$250.00

*First violation will result in a 3-day sale suspension and other conditions set by City Council, a second violation within 12 months will result in a \$500.00 fine a 7-day suspension and other conditions set by City Council, and a third violation within 12 months will result in a \$1,000.00 fine and revocation of license. Violations are determined on a 12-month rolling calendar.

**A violation will also result in a revocation of license.

Except as specified above, a second violation of the above listed ordinances by the same person within 12 months of a prior violation shall result in a doubling of the penalty.

CHAPTER 7 – STREETS AND SIDEWALKS GENERALLY

SEC. 7.03. Failure to comply with traffic officer.....	\$50.00
SEC. 7.04. Violation of traffic and parking control ordinance.....	\$50.00
SEC. 7.05. Failure to remove ice or snow from public sidewalks and private property.....	\$100.00
SEC. 7.06. Violation of roadway surfacing, sidewalk, curb and gutter ordinance.....	\$50.00
SEC. 7.07. Permitting obstructions in streets.....	\$50.00
SEC. 7.08. Street openings or excavation violations.....	\$50.00
SEC. 7.10. Parades.	
Subd. 2. Failure to obtain permit.....	\$50.00
Subd. 5. Interfering with parade.....	\$150.00
SEC. 7.11. Violation of grass, weeds and trees regulations.....	\$50.00
SEC. 7.12. Failure to obtain curb-cut permit.....	\$50.00
SEC. 7.16. Improper use of on-street parking or City-owned parking lots.....	\$50.00

SEC. 7.17. Illegal painting or coloring of curb and gutter, street and sidewalk.....	\$50.00
SEC. 7.18. Driving or operating motorized vehicle on sidewalks.....	\$50.00
SEC. 7.19. Violation of no-fishing from bridge posting.....	\$25.00
SEC. 7.21. Violation of residential picketing ordinance.....	\$50.00
SEC. 7.22. Violation of commercial picketing ordinance.....	\$50.00
SEC. 7.23. Violation of right-of-way management ordinance.....	\$100.00

CHAPTER 8 - TRAFFIC REGULATIONS

SEC. 8.03. Violations of bicycle licensing and riding regulations.....	\$25.00
SEC. 8.20. Violations of snowmobile traffic control and regulations.....	\$25.00
SEC. 8.23. Violations of Permitting for all Specialty Vehicles.....	\$25.00
SEC. 8.24. Violations of Operation for all Specialty Vehicles.....	\$25.00
SEC. 8.25. Violations of Operation for Golf Carts.....	\$25.00
SEC. 8.26. Violations of Recreational Vehicle Operator Age and/or Training Requirements.....	\$25.00
SEC. 8.27. Violations of Mini-Truck Licensing.....	\$25.00
SEC. 8.28. Violations of Hours of Operation.....	\$25.00
SEC. 8.29. Violations of Minimum Equipment Requirements.....	\$25.00
SEC. 8.30. Violations of Street Crossings of Recreational Vehicles And Golf Carts.....	\$25.00
SEC. 8.31. Violation of skateboards, roller skates, in-line skates and roller skis ordinance.....	\$25.00

CHAPTER 9 - PARKING REGULATIONS

SEC. 9.02. General Parking Prohibitions.....	\$30.00
SEC. 9.03. Violations of recreational camping vehicle parking regulations.....	\$30.00
SEC. 9.06. Improper Parallel parking.....	\$30.00
SEC. 9.07. Improper Angle parking.....	\$30.00
SEC. 9.08. Improper parking on streets without curb.....	\$30.00
SEC. 9.09. Violations of parking hours restrictions.....	\$30.00
SEC. 9.10. Violations of snow and other emergency parking restrictions.....	\$30.00
SEC. 9.11. Illegal truck parking.....	\$30.00
SEC. 9.12. Illegal parking rules in city parking lots and ramps.....	\$30.00
SEC. 9.14. Violations of loading zone restrictions.....	\$30.00
SEC. 9.15. Violations of unattended vehicle ordinance.....	\$30.00
SEC. 9.16. Repairing vehicle on street.....	\$30.00
SEC. 9.17. Illegal parking for the purpose of advertising or selling merchandise.....	\$100.00
SEC. 9.18. Violations of courtesy parking restrictions.....	\$30.00
SEC. 9.19. Subd. 1 Violations of Handicapped Parking Restrictions.....	\$100.00
Subd. 2 Violations of Fire Lane.....	\$30.00
SEC. 9.20. Illegal parking in electric vehicle charging stations.....	\$30.00
SEC. 9.21. Illegal commercial parking lots.....	\$30.00

CHAPTER 10 - PUBLIC PROTECTION, CRIMES AND OFFENSES

SEC. 10.01.	Burn Site	\$50.00
SEC. 10.03.	Rules and Regulations Governing Public Parks	\$25.00
SEC. 10.04.	Watercraft Regulations	\$50.00
SEC. 10.08.	Dangerous Weapons and Articles.....	\$100.00
SEC. 10.09.	Discharge and Transportation of Firearms	\$100.00
SEC. 10.10.	Game Hunting within the City.....	\$100.00
SEC. 10.11.	City Deer Hunt by Bow and Arrow	\$100.00
SEC. 10.13.	Disorderly Conduct – Noisy Parties	\$100.00
SEC. 10.14.	Noise Violations.....	\$50.00
SEC. 10.18.	Public Safety Alarms and False Alarms	\$100.00
SEC. 10.19.	Interference with Ambulance Service.....	\$100.00
SEC. 10.23.	Public Nuisance Prohibition	\$100.00
SEC. 10.24.	Public Nuisance Affecting Health	\$100.00
SEC. 10.25.	Public Nuisance Affecting Morals and Decency	\$100.00
SEC. 10.26.	Public Nuisance Affecting Peace and Safety	\$100.00
SEC. 10.34.	Prohibited Use and Parking of Manufactured Homes, Mobile Homes, Prefabricated Buildings, Modular Buildings and Recreational Camping Vehicles.....	\$100.00
SEC. 10.43.	Diseased Trees and Stumps	\$50.00
SEC. 10.46.	Animal Licensing and Regulation	
	Subd. 2. Running at Large	\$50.00
	Subd. 3. License Required	\$50.00
	Subd. 6. Tag Required	\$50.00
	Subd. 7. Owner Obligation for Proper Care	\$100.00
	Subd. 8. Feeding of Stray or Feral Cats.....	\$50.00
	Subd. 13. Barking Dogs.....	\$50.00
	Subd. 14. Interfering with a Peace Officer	\$100.00
	Subd. 15. Dangerous Dog.....	\$500.00
SEC. 10.47.	Animals and Fowl.....	\$50.00
SEC. 10.48.	Animal Waste.....	\$50.00
SEC. 10.49.	Feeding of Deer Prohibited.....	\$50.00
SEC. 10.54.	Required Permits.....	\$100.00
SEC. 10.55.	Premises Identification.....	\$50.00
SEC. 10.56.	Fire Lanes.....	\$50.00
SEC. 10.57.	Key Boxes.....	\$50.00
SEC. 10.58.	Deliberate or Negligent Burning.....	\$100.00
SEC. 10.59.	Removal or Tampering with Equipment.....	\$100.00
SEC. 10.60.	Removal of or Tampering with Appurtenances.....	\$100.00
SEC. 10.61.	Obstruction of Egress.....	\$50.00
SEC. 10.62.	Fire or Barbecues on Balconies or Patios	\$50.00
SEC. 10.63.	Fire Apparatus Access Roads	\$50.00
SEC. 10.64.	Recreational Fires	\$50.00
SEC. 10.65.	Open Burning.....	\$50.00

A second violation of the above listed ordinances by the same person within 12 months of a prior violation shall result in a doubling of the penalty.

CHAPTER 11 – PROPERTY MAINTENANCE CODE

SEC. 11.09.	Unsafe Structures and Equipment.....	\$100.00
SEC. 11.14.	General Requirements.....	\$50.00
SEC. 11.15.	Exterior Property Areas	\$50.00
SEC. 11.15.4.	Weeds, Grass, and Other Vegetation	\$50.00
SEC. 11.15.8.	Open Pits, Basements and other Excavations	\$250.00
SEC. 11.16.	Abandoned and Junk Vehicles.....	\$50.00
SEC. 11.17.	Vehicle Parking on Residential Property	\$50.00
SEC. 11.18.	Swimming Pools, Spas and Hot Tubs.....	\$50.00
SEC. 11.19.	Exterior Structure.....	\$50.00
SEC. 11.20.	Interior Structure.....	\$50.00
SEC. 11.21.	Handrails and Guardrails	\$50.00
SEC. 11.22.	Rubbish, Junk, and Garbage	\$100.00
SEC. 11.23.	Pest Elimination	\$50.00
SEC. 11.24.	Plumbing Facilities and Fixture Requirements.....	\$50.00
SEC. 11.25.	Storm Drainage	\$50.00
SEC. 11.26.	Mechanical and Electrical Requirements.....	\$50.00

A second violation of the above listed ordinances by the same person within 12 months of a prior violation shall result in a doubling of the penalty.

REDWOOD FALLS UNIFIED DEVELOPMENT ORDINANCE (ZONING)

Chapter 3-	Violation of Administration and Enforcement.....	\$100.00
Chapter 4-	Violation of Non Conforming Use	\$100.00
Chapter 5-	Violation of Site Plan Regulations.....	\$100.00
Chapter 7-	Violation of General Provisions.....	\$100.00
Chapter 8-	Violation of Specific Development Standards.....	\$100.00
Chapter 9-	Violation of Off-Street Parking and Loading.....	\$100.00
Chapter 10-	Violation of Sign Regulations.....	\$100.00
Chapter 11-	Violation of Residential District Standards	\$100.00
Chapter 12-	Violation of Business District Standards	\$100.00
Chapter 13-	Violation of Industrial District Standards.....	\$100.00
Chapter 14-	Violation of Overlay and Special District Standards.....	\$100.00
Chapter 15-	Violation of Planned Unit Development District Standards.....	\$100.00
Chapter 16-	Violation of Subdivision Regulations.....	\$100.00

A second violation of the above listed ordinances by the same person within 12 months of a prior violation shall result in a doubling of the penalty.

SECTION 2. The foregoing list of administrative penalties shall, following the effective date of this Resolution, be incorporated into the City’s Fines and Fee Schedule, which is reviewed

and approved annually by the City Council. The City Council shall hereafter annually review and modify these administrative penalties in conjunction with the annual Fines and Fee Schedule review.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 7th day of February, 2023.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
7th day of February, 2023.

Notary Public



Kari Klages
Finance Director
City of Redwood Falls
Phone: 507-616-7400
Fax: 507-637-2417
kklages@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: February 7, 2023

Agenda Item: Resolution No. 5 of 2023 – Resolution Approving Cash Contributions and Interfund Transfers for the Reflection Ridge and Reflection Prairie Development Project

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: On April 5, 2022, council awarded the Reflection Ridge and Reflection Prairie project bids along with approving a project financing plan. That plan included cash contributions from several different funds and sources.

As we close out the fiscal year, we will now make the official cash transfers within the financial system. Staff requests approval of the modified cash amounts in the attached resolution and summary of cash contributions. The modified amounts are based on present fund balances and updated grant awards.

These amounts will be transferred into Capital Project Fund 403 to fund the streets portion of the Reflection Ridge and Reflection Prairie project as was approved in the original financing plan. The updated cash contributions no longer include a contribution from the Revolving Loan Fund, leaving this fund available for other economic development needs.

Attachments: Summary of Cash Contributions
Resolution No. 5 of 2023

**SUMMARY OF CASH CONTRIBUTIONS FOR
REFLECTION RIDGE AND REFLECTION PRAIRIE
DEVELOPMENT PROJECT**

	Project Financing Plan - 4/5/2022	Updated Project Financing Plan	Change
Capital Projects Fund	\$ 3,000,000	\$ 3,187,235.77	\$ 187,235.77
Hospital Building Fund	\$ 1,100,000	\$ 1,148,805.23	\$ 48,805.23
Revolving Loan Fund	\$ 500,000	\$ -	\$ (500,000.00)
Wastewater Fund	\$ 1,000,000	\$ 1,000,000.00	\$ -
General Fund	\$ 500,000	\$ 500,000.00	\$ -
Electric Fund	\$ 500,000	\$ 500,000.00	\$ -
DEED Grant	\$ 1,063,951	\$ 1,257,685.00	\$ 193,734.00
ARPA Grant	\$ 250,000	\$ 320,225.00	\$ 70,225.00
Total	\$ 7,913,951	\$ 7,913,951	\$ 0

RESOLUTION NO. 5 OF 2023

**RESOLUTION APPROVING CASH CONTRIBUTIONS AND INTERFUND TRANSFERS
FOR THE REFLECTION RIDGE AND REFLECTION PRAIRIE DEVELOPMENT
PROJECT**

WHEREAS, the City Council of Redwood Falls voted at its regular meeting on April 5, 2022 to award bids and approve the financing plan for Reflection Ridge and Reflection Prairie Development Project;

WHEREAS, the financing plan included estimated cash contributions from multiple funds and sources;

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

1. The following cash contributions shall be used as part of the financing plan for the Reflection Ridge and Reflection Prairie Development Project:

Capital Projects Fund	\$	3,187,235.77
Hospital Building Fund	\$	1,148,805.23
Revolving Loan Fund	\$	-
Wastewater Fund	\$	1,000,000.00
General Fund	\$	500,000.00
Electric Fund	\$	500,000.00
DEED Grant	\$	1,257,685.00
ARPA Grant	\$	320,225.00
Total	\$	<u>7,913,951</u>

2. The City Finance Director is directed and authorized to apply grant funding and make all necessary interfund transfers according to the approved contribution amounts.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 7th day of February, 2023.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
7th day of February, 2023.

Notary Public



Rachel Viergutz
IT/AP/Payroll Coordinator
City of Redwood Falls
Phone: 507-616-7400
rviergutz@ci.redwood-falls.mn.us

Memo

To: City Council
From: Rachel Viergutz, IT Coordinator
Date: February 7, 2023
Re: **IT Budget Transfer of Funds**

In 2022 IT funds were budgeted for Security Information Event Management (SIEM) services in the amount of \$19,170. The project was delayed due to timing constraints, and also a decision between the IT Committee and Thriveon in which agreement was made that implementation was not yet critical.

Staff recommends these funds be moved to the capital projects fund, to be available for future use when policies or circumstances warrant implementation.

The funds would be used to implement real-time monitoring, detection, and logging across all electronic devices owned by the City. This gives intelligence to real-time threats, monitors the environment and would be available for audit purposes.

Attachments: 2022 IT Professional Services Budget
2022 IT Professional Services Budget to Actual
Thriveon SIEM Recommendation
Resolution No. 6 of 2023

101-4-1580-3300

Fiscal

Balance: 110,762.54

Misc Professional Services

1/1/2022 - 12/31/2022

Pending: 0.00

- Summary
- General
- Segmentation
- Report Groups
- Notes
- Authorization
- Budget
 - Summary
 - Detail
 - Period Distributions
 - Adjustments
 - Budget Notes
- History
 - Detail
 - Period Activity
 - Fiscals
 - Journal Entries
 - History
 - Account
- Documents

Description	Units	Price	Original Budget Amount
<input checked="" type="checkbox"/> <input type="checkbox"/> A	-	-	-
misc	1.00	5,000.00	5,000.00
Security Info.	12.00	1,597.50	19,170.00
Thriveon Co	12.00	9,063.00	108,756.00

101-4-1580-3300
Misc Professional Services

Fiscal
1/1/2022 - 12/31/2022

Prints the current window

Balance: 110,762.54
Pending: 0.00

- Summary
- General
- Segmentation
- Report Groups
- Notes
- Authorization
- Budget
 - Summary
 - Detail
 - Period Distributions
 - Adjustments
 - Budget Notes
- History
 - Detail
 - Period Activity
 - Fiscals
 - Journal Entries
- History
 - Account
- Documents

Budget Summary

Original Budget	132,926.00
Adjustments	0.00
Current Budget	132,926.00
Activity	110,762.54
Encumbrances	0.00
Reserves	0.00
Budget Remaining	22,163.46
Pending	0.00
Budget Available	22,163.46



Legend: Budget Used (red), Budget Remaining (green)

Budget Remaining	22,163.46	Percent Remaining	16.67%
Budget Used	110,762.54	Percent Used	83.33%

Recommendation	Status	Hours	Budget	Budget date
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Annual PC Refresh	Not discussed	0	\$42,500	04/01/2023
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Description: Refresh 17 PCs in 2023. Replacing the 17 oldest machines that exist in the environment today and are over 4 years old. This will eliminate the risk of hardware failure and underperforming gear due to age.

RACC Firewall Renewal	Not discussed	0	\$3,200	05/01/2023
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Description: Renew RACC firewall for 1 year before it expires on 6/2023.

Vulnerability Scanning	Not discussed	0	\$2,400	07/01/2023
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Description: Implement internal and external vulnerability scanning to meet insurance requirements and identify additional risk areas. \$200/mo.

SIEM	Not discussed	0	\$19,170	09/01/2023
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Description: Issue:

- Today visibility to real-time threat intelligence across the organization is not available.
- Historical logging and tracking in the event of an audit are not available.

Risk:

- Without implementing the SIEM, real-time visibility and analysis across all actions in the environment will not be available.
- Audit controls related to monitoring and tracking will be unable to be met.

Solution:

- Implement SIEM solution to provide real-time monitoring, detection, and logging across all devices in the organization.

\$19,170 annually or \$1,597.50/mo

RESOLUTION NO. 6 OF 2023

**RESOLUTION APPROVING INTERFUND TRANSFER FOR SECURITY INFORMATION
EVENT MANAGEMENT SERVICES**

WHEREAS, the 2022 IT budget included \$19,170 for Security Information Event Management (SIEM) Services; and

WHEREAS, the implementation of SIEM services was delayed due to timing constraints and a decision between the IT Committee and Thriveon in which an agreement was made that implementation was not yet critical; and

WHEREAS, staff recommends the unspent funds for SIEM services be moved to the capital projects fund to be available for future use when policies or circumstances warrant implementation.

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

1. The City Finance Director is directed and authorized to transfer \$19,170 from the 2022 General Fund budget to the Capital Project Fund for future use.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 7th day of February, 2023.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
7th day of February, 2023.

Notary Public

Meeting Date: February 7, 2023

AGENDA RECOMMENDATION

Agenda Item: Kwik Trip Development Agreement – Resolution #7

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: Representatives from the City of Redwood Falls and Kwik Trip, Inc. have negotiated the terms of the development agreement for the construction of a convenience store, gas station, and car wash. The purpose of the development agreement is to establish each party's responsibility relating to the design and construction of public and private improvements needed for the project. Examples of public improvements include water/sanitary sewer lines and structures.

Significant terms of the development agreement include:

- Kwik Trip will be responsible for all customary City plan review and building permit fees.
- The City of Redwood Falls will be responsible for the design, construction, and expense of all municipal infrastructure required for the project.
- Kwik Trip will make a lump sum payment to the City of Redwood Falls in the amount of \$44,328.90 to offset a portion of the municipal infrastructure costs.

Approval of the attached development agreement is the next step in the development process for this project.

Attachments: Resolution #7
Development Agreement

RESOLUTION NO. 7 OF 2023

**AUTHORIZATION TO EXECUTE THE DEVELOPMENT
AGREEMENT WITH KWIK TRIP, INC. RELATED TO THE CONSTRUCTION OF A NEW
CONVENIENCE STORE, GAS STATION, AND CAR WASH**

WHEREAS, Kwik Trip, Inc. is committed to constructing a new convenience store, gas station, and car wash on real property (Parcel ID# 88-005-1040) owned by Kwik Trip, Inc. (collectively the “**Developer Improvements**”); and

WHEREAS, in order to facilitate the development of the Developer Improvements, the City requires the construction of certain municipal improvements, including but not limited to: water/sanitary sewer lines and structures (“**Municipal Improvements**”); and

WHEREAS, due to the benefit that the Developer Improvements will receive from the Municipal Improvements, Kwik Trip, Inc. shall make a lump sum payment to the City of Redwood Falls; and

WHEREAS, the purpose for entering into the Development Agreement is to set forth and memorialize for the parties and subsequent owners, the understandings and agreements of the parties concerning the design, construction, installation and maintenance of the Municipal Improvements and the overall development of the Developer Improvements.

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

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 7th day of February, 2023.

ATTEST:

Keith Muetzel, City Administrator

Tom Quackenbush, Mayor

(City Seal)

Subscribed and sworn to before me this
7th day of February, 2023.

Notary Public

Space above reserved for recording information

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), is entered into as of this _____ day of _____, 2023, by and between the City of Redwood Falls, Minnesota, a Minnesota Municipal Corporation (“**City**”), and Kwik Trip, Inc., a Wisconsin corporation (“**Developer**”).

RECITALS

WHEREAS, Developer is the fee owner of real property legally described on attached Exhibit “A” (“**Subject Property**”) in the City of Redwood Falls, Minnesota, upon which Developer intends to construct a convenience store, fueling station and car wash; and

WHEREAS, Developer desires to construct a commercial structure, accessory structures and other improvements on the Subject Property, the nature and location of which are shown on Exhibit “B” attached hereto, such improvements, hereinafter, collectively, referred to as the (“**Developer Improvements**”); and

WHEREAS, in order to facilitate the development of the Subject Property, the City requires that certain municipal improvements be constructed and installed by the City adjacent to the Subject Property, including, but not limited to, sanitary sewer lines and structures and water lines and structures, the nature and location of which are shown on Exhibit “C” attached hereto, such improvements, hereinafter, collectively, referred to as the (“**Municipal Improvements**”); and

WHEREAS, due to the benefit that the Subject Property will receive from the Municipal Improvements, Developer agrees to make a lump sum payment to the City as described in Section 12.

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and agreements of the parties concerning the design, construction, installation and maintenance of the Developer Improvements, the design, construction, installation and maintenance of the Municipal Improvements and the overall development of the Subject Property.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Design and Construction of Improvements.

- A. Developer, at its sole expense, shall construct all Developer Improvements located on the Subject Property identified on Exhibit B.
- B. City, at its sole expense, shall construct all Municipal Improvements located adjacent to the Subject Property identified in Exhibit C. City Engineer shall review, revise, and approve the plans prior to initiation of any construction.

All Municipal Improvements and Developer Improvements shall be constructed according to Federal law, Minnesota law, City Ordinances, and the standards adopted by the City, along with all items required by the City.

Unless the City Engineer specifies a later date, all such Municipal Improvements shall be completed by June 1, 2023.

- C. The City shall, at its option, have the City Engineers and/or designated representatives present on Subject Property for inspection purposes at all times (or at such times as the City may deem necessary) during Developer's construction and installation of the Municipal Improvements.
- D. Approved vegetation must be established over all areas of the Subject Property not covered by a hard or impervious surface. Developer shall guarantee that all new plantings shall survive for two (2) full years from the time the planting was completed or will be replaced at the sole expense of the Developer.
- E. Developer shall reimburse the City for the reasonable costs of any public street signs and/or traffic control signs of such type and at such locations as required by the City Engineer and in conformance with the *Minnesota Manual on Uniform Traffic Control Devices*, as it may be amended from time to time, and any applicable City Ordinances.
- F. Developer shall install storm water retention/water quality ponds, volume control measures and other storm water facilities upon Subject Property consistent with those identified on Exhibit B that meet current MS4 requirements and in accordance with current Best Management Practices. Said retention ponds and

volume control measures shall be installed prior to the installation of utilities. A filter strip, at least twenty-five (25) feet in width shall be maintained adjacent to all wetland boundaries, watercourses, and streams.

Developer, its successors and assigns shall maintain said ponds and basins located within the Subject Property at their sole expense in perpetuity. Should the City determine in its sole discretion that said ponds and basins are not being properly maintained pursuant to the current Municipal Separate Storm Water System (MS4) permit requirements as outlined in the Minnesota Storm Water Manual, the City may enter onto the Subject Property to maintain said ponds and basins. The Developer, its successor or assigns, acknowledges and agrees it shall be responsible for any and all City's reasonable costs to maintain and administer said ponds and basins and/or enforcing any of the terms of this Agreement including, but not limited to: reasonable administrative costs, maintenance costs, engineering costs, legal costs, etc. Should the City assess the Subject Property for said costs, Developer, its successor and assigns, acknowledges and agrees not to contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 429.081 and § 429.091, or any other applicable Federal and State law, to the extent of the costs to maintain said ponds and basins and enforce this paragraph as identified above.

2. Use of Property. Developer's use of the Subject Property shall be consistent with this Agreement and the following restrictions, which shall be effective until further modified or amended by rezoning or amendment by the City Council:

- A. The Subject Property is located within the B-3 – Auto-Oriented Business District zoning classification and all provisions of the Redwood Falls City Ordinances (as amended from time to time) apply to the Subject Property, except as may be modified by future zoning amendment or zoning district change. The City represents to the Developer that a B-3 zoning classification is sufficient to allow the Developer to use the Subject Property for its intended use as a convenience store, fueling station and car wash.
- B. No person or entity may modify, alter or obstruct the Municipal Improvements without the prior express written consent of the City Engineer and City Administrator.

3. Special Assessment for Project Completion. Developer, its successors and assigns, hereby acknowledges and agrees to allow the City to specially assess the Subject Property for any and all reasonable costs incurred by the City in enforcing any of the terms of this Agreement and/or reasonable costs incurred by the City in completing construction and/or installation of the Municipal Improvements in the event Developer abandons the project for a period exceeding 60 days following written notice by the City. Should the City assess the Subject Property for such costs, Developer, its successors and assigns, acknowledges and agrees not to contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 429.081 and § 429.091 or any other applicable Federal and State law, to the

extent of the costs incurred by the City

4. **Abandonment of Project - Costs and Expenses.** In the event Developer abandons the proposed development of the Subject Property, the City's reasonable costs and expenses related to attorney's fees, professional review, drafting of this Agreement, plans and specifications, and any other reasonable expenses undertaken in reliance upon Developer's various assertions shall be paid by said Developer within thirty (30) days after receipt of a bill for such costs from the City. In addition, in the event Developer abandons the project, in whole or in part, ceases substantial field work for more than nine (9) months, fails to provide sufficient ground-cover to prevent continuing soil erosion from the Subject Property, or fails to leave the abandoned property in a condition which can be mowed using conventional lawn mowing equipment, Developer acknowledges and agrees to pay all reasonable costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore the Subject Property to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion and to facilitate mowing of the Subject Property. In the event that said costs are not paid, the City may specially assess such costs against the Subject Property and/or take necessary legal action to recover such costs, including but not limited to attorney's fees. Developer, its successor and assigns, acknowledges and agrees not to contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 429.081 and § 429.091 or any other applicable Federal and State law, to the extent of the costs incurred by the City.

5. **Building Permit Fees.** Developer acknowledges and agrees that the execution of this Agreement and the performance by Developer of the covenants and agreements contained herein shall not exempt Developer from paying all relevant building plan review and building permitting fees which are applicable to the construction of the Developer Improvements.

6. **Erosion and Siltation Control.** Before any grading is started on any site, all erosion control measures shall be strictly complied with, and as required by City Ordinance. Developer shall also install all erosion control measures deemed necessary by the City Engineer should the erosion control plan prove inadequate in any respect.

7. **Drainage Requirements.** Developer shall comply with all applicable requirements for drainage into any county ditch, railroad ditch or other ditch through which water from the Subject Property may drain, and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any Federal, State, County or City drainage requirements, all at Developer's sole expense. In addition, Developer shall fully comply with all recommendations made by the City Engineer relative to required drainage improvements. Developer shall not damage or interfere with the use of, or otherwise diminish the functionality of any existing drainage structures, including field tile without the permission of the City Engineer. Any damage to existing field tile shall be repaired or replaced or rerouted at the sole expense of Developer. Developer shall notify the City of any drainage structures or field tile located on the Subject Property.

8. **Concrete Curb and Gutter.**

- A. All open off-street parking shall have a perimeter curb barrier around the entire parking lot used and accessed by the public (but excluding any parking areas located away from such public parking areas and used or accessed by employees, vendors, or agents of the occupants of the Subject Property), the curb barrier shall not be closer than five (5) feet to any lot line. Grass, planting or surfacing material shall be provided in all areas bordering the parking area.
- B. A site plan drawn to scale and dimensions indicating the installation of the concrete curb and gutter(s) shall be submitted to City personnel for their review. The final curb and gutter plan shall be subject to the City's approval and must be in compliance with the City's 2014 Unified Development Ordinance design standards.

9. Parking.

- A. All areas intended to be utilized for parking space, driveways or any other areas upon which motor vehicles may be located, shall be surfaced with a dustless all-weather hard surface material capable of carrying a wheel load of four-thousand (4,000) pounds.
- B. Acceptable surfacing materials shall include asphalt, concrete, brick, cement pavers, or similar material installed and maintained per industry standards.

10. Maintenance of Public Property Damaged or Cluttered During Construction.

- A. Developer acknowledges and agrees to assume full financial responsibility for any damage which may occur to public property including but not limited to: streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property. Developer further acknowledges and agrees to pay all reasonable costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when such instances occur as a direct or indirect result of the construction activity on the Subject Property.
- B. Developer acknowledges and agrees to clean the streets as necessary and/or at the request of the City. Developer further acknowledges and agrees that any damage to public property occurring as a direct or indirect result of construction activity on the Subject Property shall be repaired immediately if deemed to be an emergency by the City. Developer further acknowledges and agrees that any damage to public property as a direct or indirect result of construction activity on the Subject Property shall be repaired within fourteen (14) days if not deemed to be an emergency by the City.
- C. If Developer fails to so timely clean the streets or repair or maintain said public

property, the City may immediately cause it to be cleaned up, repaired or maintained. When the City undertakes such activity, Developer shall reimburse the City for all of its reasonable expenses within thirty (30) days of its billing to the Developer. If Developer fails to pay said bill within thirty (30) days, then the City may specially assess such costs against the Subject Property and/or take necessary legal action to recover such costs. Developer acknowledges and agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action. Developer, its successor and assigns, acknowledges and agrees not to contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 429.081 and § 429.091 or any other applicable Federal and State law, to the extent of the costs incurred by the City.

11. Temporary Easement Rights. Developer shall provide the City and/or its representative's access at all times to the Subject Property for purposes of inspection and/or to accomplish any necessary work pursuant to this Agreement.

12. Developer Utility Access Fee. The Developer hereby acknowledges and agrees to make a lump sum payment in the amount of \$44,328.90 to City to offset utility infrastructure costs. The Developer acknowledges and agrees to submit payment in the amount of \$44,328.90 to City upon substantial completion of the Municipal Improvements. The City Engineer shall have the sole discretion to decide whether or not the improvements are substantially completed.

13. Miscellaneous.

- A. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
- B. Developer, its successors or assigns, shall strictly comply with all City weed control Ordinances as well as any additional requirements required by the City Engineer. Further, unless otherwise agreed to by the City, Developer acknowledges and agrees that it shall not permit or maintain on the Subject Property any growth of plants, grass, brush, or other weeds or vegetation which is to a height greater than six (6) inches. Should the Developer, its successors or assigns fail to promptly comply with the provisions of this section, Developer, its successor or assigns, hereby acknowledges and agrees to allow the City to enter onto the Subject Property and bring the Subject Property into compliance with this Agreement, in addition to any requirements of the City Engineer, and to be solely responsible for the City's reasonable maintenance and administrative costs to remove said weeds and vegetative growth. Developer, its successor or assigns, hereby acknowledges and agrees to allow the City to specially assess the Subject Property for any and all reasonable costs incurred by the City in maintaining the Subject Property and/or enforcing any of the terms of this Agreement. Should the City assess the Subject Property for said maintenance and administrative costs,

Developer, its successor or assigns, acknowledges and agrees to not contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 429.081 and § 429.091, and any applicable Federal and State law, to the extent of the costs incurred by the City. Notwithstanding the above, Developer and its successors-in-interest, shall be entitled to allow areas which are neither improved nor immediately adjacent to developed (i.e. within the curtilage of buildings, parking areas, or driveways, or other improvements) to be used for agricultural purposes or to be held as prairie and/or woodland area.

- C. Developer shall not stockpile excess or unsuitable earthen material, except during active construction, on the Subject Property without prior approval from the City.
- D. If building permits are issued prior to the completion and acceptance of the Municipal Improvements, Developer assumes all liability and all reasonable costs resulting in delays in completion of the Municipal Improvements and damage to the Municipal Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties.
- E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written Resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- F. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.
- G. Developer represents to the City that the Subject Property and the proposed use on the Subject Property will comply with all City, County, State and Federal laws and regulations prior to the initiation of any construction, including but not limited to: subdivision Ordinances, zoning Ordinances, and environmental regulations. Developer agrees to obtain all required Federal, State and local permits. If the City reasonably determines that the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until Developer so complies. Upon the City's demand in such event, the Developer shall cease work until there is compliance as determined by the City.
- H. Prior to the execution of this Agreement, and prior to the start of any construction on the Subject Property, the Developer shall provide the City with evidence of good and marketable title to the Subject Property. Evidence of good and marketable title shall consist of a Title Insurance Policy or Commitment from a national title insurance company, or an abstract of title updated by an abstract company registered under the laws of the State of Minnesota.

- I. Developer shall comply with all water, ponding and wetland related restrictions, if any, required by Redwood County Soil and Water Conservation, and any applicable provisions of State or Federal law or regulations.
- J. Developer shall obtain all required driveway, utility and other permits as required by the City Engineer, Redwood County Highway Engineer and/or the State of Minnesota Department of Transportation.
- K. Developer shall restore or replace, at its own expense, any public right-of-way, concrete curb and gutter, bituminous pavement, and sidewalk or vegetative cover damaged by construction occurring on the Subject Property. Developer shall also replace at their own expense any damaged turf with sod within the public right-of-way.
- L. Prior to beginning construction work on the Subject Property, Developer shall provide the City with a general liability and property damage insurance policy naming the City and the City's Engineer as additional insureds in the minimum amount of \$1,500,000 aggregate coverage or the amount of the Developer's actual insurance coverage, whichever is greater

14. Indemnity. The Parties agree to indemnify and hold harmless one another from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission by the other party (including its officers, employees, agents and subcontractors) arising from the terms of this Agreement, and against all loss by reason of the failure of the either party, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, the unlawful disclosure or use of protected data, and the work to complete the development of the Developer Improvements and Municipal Improvements. The terms and provisions of this Section shall survive the expiration, suspension or termination of this Agreement.

15. Violation of Agreement.

- A. Except as otherwise provided in this Agreement, upon any default by Developer, its successors or assigns, of any of the covenants and agreements herein contained, the City shall give the Developer fifteen (15) days' mailed notice thereof (via certified mail). The City is hereby granted the right and privilege to declare any deficiencies governed by this Agreement due and payable to the City in full if, within said fifteen (15) day period, (i) Developer does not cure such default; or (ii) such default cannot be cured within said fifteen (15) day period and Developer does not provide an assurance that is acceptable to the City within their sole discretion, that such default will be cured as soon as practicable. The fifteen (15) day notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by the Developer, the City may thence

immediately and without notice or consent of the Developer complete the Developer's obligations under this Agreement, and specially assess the reasonable costs thereof against the Subject Property, bring legal action against the Developer to collect any sums due to the City pursuant to this Agreement, plus all reasonable costs and attorney's fees incurred in enforcing this Agreement or pursue any combination of the above remedies as well as any other remedy available to the City in law or equity.

- B. Notwithstanding the fifteen (15) day notice period provided for above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this Agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided the City makes good-faith, reasonable efforts to notify Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.
- C. Breach of any of the terms of this Agreement by Developer shall be grounds for denial of building permits or withholding of the certificate of occupancy.

16. Assignment of Agreement. The obligations of Developer under this Agreement cannot be assigned without the express prior written consent of the City Council through Council Resolution.

17. Limited Approval. Approval of this Agreement by City Council in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.

18. Professional Fees. In the event that a dispute arises under the Agreement resulting in either party commencing a lawsuit or pursuing other course of legal action against the other party, the prevailing party in such lawsuit or action shall have the right to collect from the other party all reasonable attorney's fees, costs, and necessary disbursements. If the City is the prevailing party in any such lawsuit or action, the reasonable costs and necessary disbursements may include, to the extent required to commence and/or prove the City's claim thereunder, reasonable attorney's fees, engineer's fees, planner's fees, and any other professional fees incurred by the City.

19. Plans Attached as Exhibits. All plans attached to this Agreement as Exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.

20. Integration Clause, Modification by Written Agreement Only. This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of the parties.

21. Agreement Effect. This Agreement shall be recorded against the Subject Property in the office of the Redwood County Recorder, and shall run with the land, and be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

22. Notification Information. Any notices to the parties herein shall be in writing, delivered by hand or registered mail addressed as follows to the following parties:

CITY: City of Redwood Falls
333 South Washington Street
P.O. Box 526
Redwood Falls, MN 56283
Attention: City Administrator
Copy to: City Attorney

CITY ENGINEER: Bolton & Menk, Inc.
140 First Ave. North
P.O. Box 434
Sleepy Eye, MN 56085
Attention: Owen Todd

DEVELOPER: Kwik Trip, Inc.,
P.O. Box 2107
La Crosse, WI 54602-2107
Attention: Dean George, Real Estate Manager
Copy to: Legal Department

Any party may change its address for notices by following the procedure set forth above.

THIS DEVELOPMENT AGREEMENT is executed as of the date first above written.

City of Redwood Falls, Minnesota,
a Minnesota Municipal Corporation.

By: _____
Tom Quackenbush, Mayor

By: _____
Keith Muetzel, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF REDWOOD)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023, by Tom Quackenbush and Keith Muetzel, Mayor and City Administrator respectively, of the City of Redwood Falls, a Minnesota Municipal Corporation, on behalf of the City.

Notary Public

Kwik Trip, Inc.,
a Wisconsin corporation.

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023, by _____, who is the _____ of Kwik Trip, Inc., a Wisconsin corporation, on behalf of Kwik Trip, Inc.

Notary Public

This document drafted by:
Trenton Dammann #0396869
Redwood Falls City Attorney
333 S. Washington Street
P.O. Box 526
Redwood Falls, MN 5628

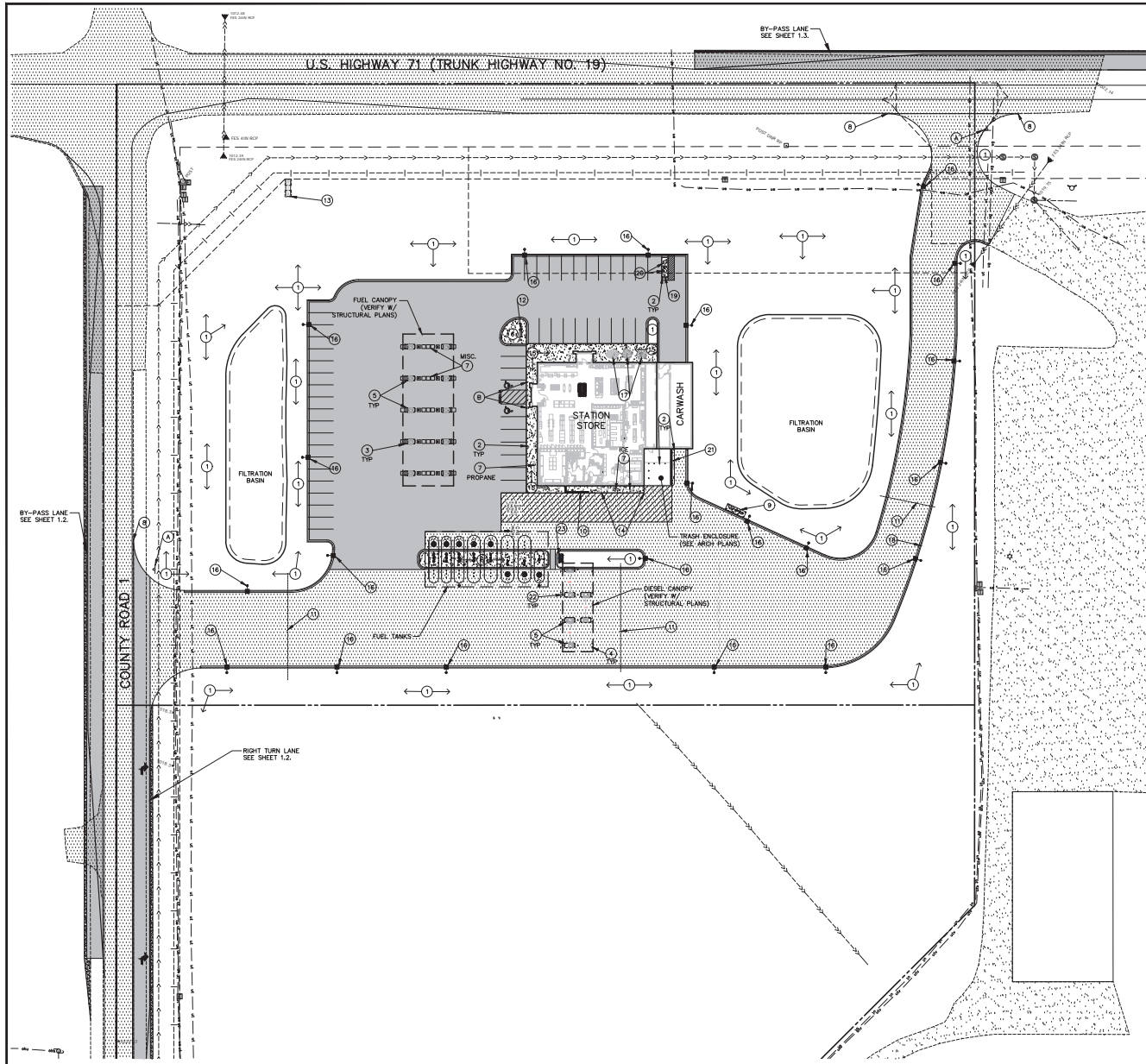
Exhibit “A”

Subject Property

Lot 1, Block 1 and Outlot A, Kwik Trip 1203, City of Redwood Falls, Redwood County, Minnesota.

Exhibit “B”

Developer Improvements



PLAN LEGEND

EXISTING	PROPOSED
CURB	BITUMINOUS
CONCRETE PAVEMENT	HEAVY DUTY LIGHT DUTTY
CONCRETE WALK	PROPERTY LINE
EASEMENT LINE	STORM SEWER
SANITARY SEWER	SANITARY SEWER
WATER MAIN	UNDERGROUND GAS
UNDERGROUND TELEPHONE	UNDERGROUND ELECTRIC
OVERHEAD UTILITY	TELEPHONE PEDESTAL
POWER POLE	SANITARY MANHOLE
LIGHT POLE	SIGN
HYDRANT	WATER VALVE
ELECTRICAL BOX	

PLAN KEYNOTES

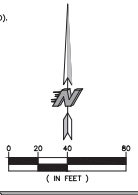
- LANDSCAPE AREA. SEE SHEET L1.
- 30" HEIGHT, 6" DIAMETER CONCRETE FILLED PIPE BOLLARD. SEE DETAIL 6/SP5.
- 36" HEIGHT, 6" DIAMETER CONCRETE FILLED PIPE BOLLARD. SEE DETAIL 7/SP5.
- 48" HEIGHT, 6" DIAMETER CONCRETE FILLED PIPE BOLLARD. SEE DETAIL 8/SP5.
- CONCRETE ISLAND WITH 6" EXPOSURE WITH FUEL DISPENSER. DISPENSER PER OWNER.
- 4" CONCRETE WALK.
- OUTDOOR MERCHANDISING.
- MATCH EXISTING CURB & GUTTER/SIDEWALK/PAVEMENT.
- TRANSFORMER LOCATION.
- TOTE SCREENING WALL. SEE ARCHITECTURAL PLANS.
- PVC IRRIGATION SLEEVE UNDER PAVEMENT. VERIFY WITH IRRIGATION PLAN FOR EXACT SIZE AND LOCATION BEFORE INSTALLATION.
- BIKE RACK PER OWNER.
- PYLON SIGN.
- PAINT FACE OF CURB TRANSITION WITH HIGH VISIBILITY YELLOW PAINT.
- 6" INTEGRAL CONCRETE WALK/CURB.
- SITE AREA LIGHT WITH CONCRETE BASE PER DETAIL 5/SP5.
- PICNIC TABLE PER OWNER.
- 5 FT. DROP CURB FOR EDF.
- "FREE AIR" COMPRESSOR PER OWNER. PROVIDE STORAGE PER OWNER.
- AUTO VACUUM PER OWNER ON CONCRETE ISLAND WITH 6" EXPOSURE. PROVIDE TRASH CONTAINER PER OWNER.
- CARWASH KEYPAD PER OWNER. PROVIDE TRASH CONTAINER PER OWNER.
- DIESEL TRUCK AIR MACHINE.
- FUEL TANK VENTS.

SIGNAGE & STRIPING NOTES

- ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND CURB UNLESS OTHERWISE NOTED.
 - SIGNAGE SHALL INCLUDE SIGN, POST, HARDWARE, CONCRETE FOOTING AND STEEL CASING (IF REQUIRED).
 - PARKING LOT STRIPING SHALL BE 4" HIGH VISIBILITY SOLID YELLOW PAINT.
 - PAVEMENT HATCHING, LANE MARKINGS AND TEXT SHALL BE 4" HIGH VISIBILITY PAINT.
- COLORS: HANDICAP - BLUE
ALL OTHERS - YELLOW

SIGN SCHEDULE (PER MMUTCD)

- Ⓐ STOP SIGN: R1-1 (30"x30")
- Ⓑ HANDICAP PVC BOLLARD SLEEVE PER OWNER. SEE DETAIL 4/SP7.



BENCHMARKS

- TOP OF MNDOT GEODETIC MONUMENT "6404 D RESE" OSD STATION #103971
- ELEVATION = 1016.002 (NAVD 85)

CALL BEFORE YOU DIG

811
Know what's below.
Call before you dig.



KWIK TRIP, Inc.
P.O. BOX 2107
1626 CAV STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Daniel J. Welbo, P.E.
Signature: [Signature]
Date: 01/03/22 License # 53182

SITE KEYNOTE PLAN

CONVENIENCE STORE #1203 WITH 1-BAY CARWASH & SIDE DIESEL

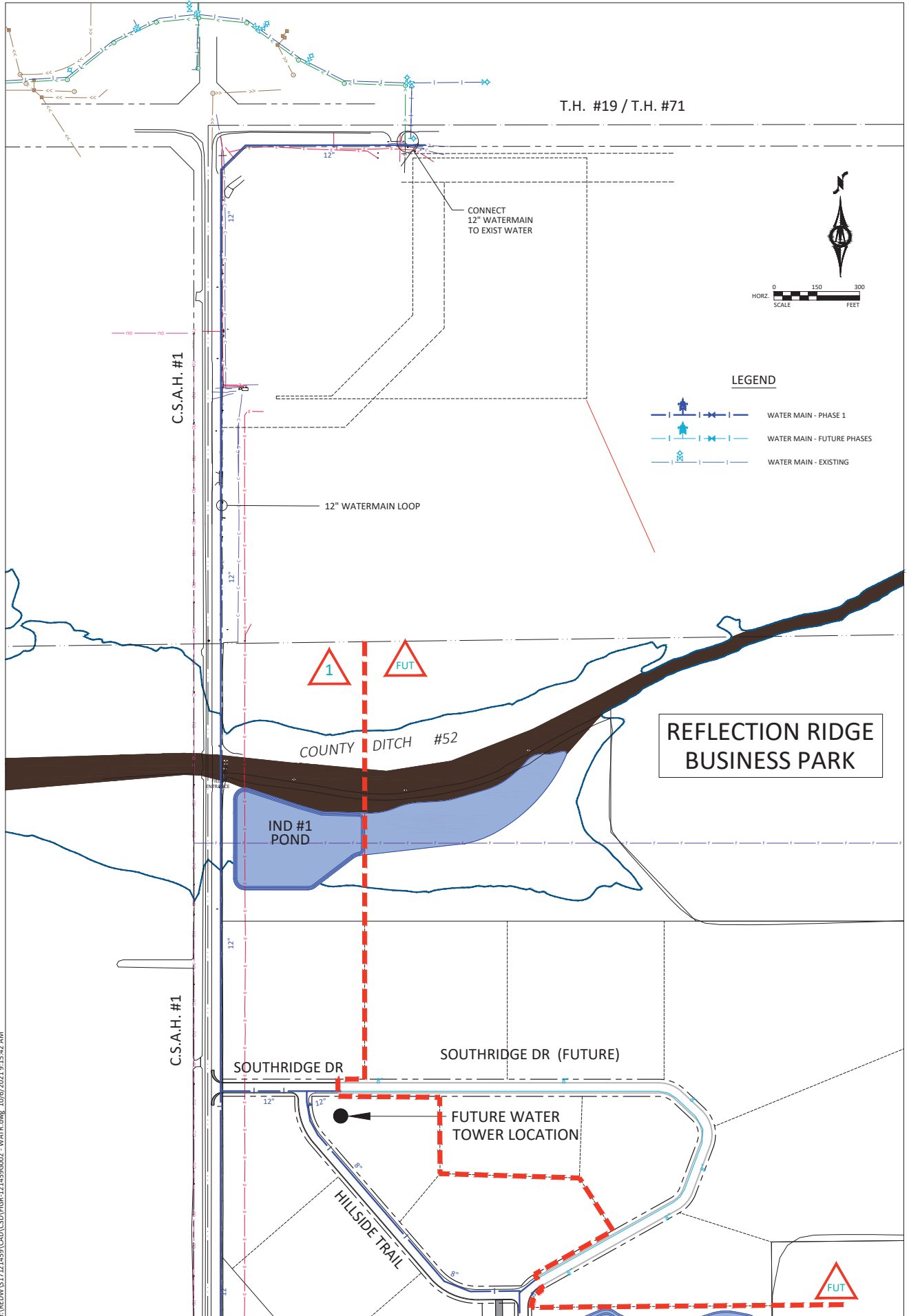
HIGHWAY 71 & COUNTY ROAD 1 REDWOOD FALLS, MINNESOTA

DATE	DESCRIPTION
02/02/22	Per owner comments
04/29/22	Per county comments
05/23/22	Per comments
05/24/22	Per county comments
06/12/22	Per county comments
08/18/22	Construction Set

DRAWN BY: DJW
SCALE: GRAPHIC
PROJ. NO.: 9721-00
DATE: 2022-01-03
SHEET: 1203 SP1.1

Exhibit “C”

Municipal Improvements adjacent to Subject Property



H:\REDWOOD\171214591\CAD\CSD\FIGR-1214596002 - WATER.dwg 10/2/2021 9:15:42 AM

Meeting Date: February 7, 2023

AGENDA RECOMMENDATION

Agenda Item: Construction and Maintenance Cooperative Agreement for CSAH 1 and CSAH 24 Right Turn and Bypass Lanes – Resolution #8

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: Representatives from the City of Redwood Falls and Redwood County have negotiated the terms of the cooperative agreement for the construction of future right-turn and bypass lanes on CSAH 1 and CSAH 24 relating to the Reflections Development Project. The purpose of the cooperative agreement is to establish each party's responsibility relating to the design and construction of road improvements needed for the project.

Significant terms of the cooperative agreement include:

- Redwood County is requiring the installation of right turn lanes and left turn bypass lanes for all entrances to the Reflections development site off CSAH 1 and CSAH 24
- The City of Redwood Falls will be responsible for the design, construction, and expense of constructing the required right-turn lanes and bypass lanes prior to October 31, 2027.

Staff recommends approval of the attached cooperative development agreement.

Attachments: Resolution #8
Cooperative Agreement

RESOLUTION NO. 8 OF 2023

**AUTHORIZATION TO EXECUTE THE CONSTRUCTION AND MAINTENANCE
COOPERATIVE AGREEMENT WITH REDWOOD COUNTY
FOR CSAH 1 AND CSAH 24**

WHEREAS, the City of Redwood Falls (hereinafter the “City”) desires to enter into the “Construction and Maintenance Cooperative Agreement Between Redwood County and the City of Redwood Falls for CSAH 1 and CSAH 24,” hereinafter, the “Agreement,” with Redwood County (hereinafter the “County”), pursuant to Minnesota Statutes Section 471.59 to cooperatively exercise common power; and

WHEREAS, the City is developing the Reflection Ridge Business Park and the Reflection Prairie Addition adjacent to County State Aid Highway (“CSAH”) 1 and CSAH 24 (hereinafter, the “Development”); and

WHEREAS, in order to facilitate access to the Development the City plans to install right turn lanes and left turn bypass lanes for all entrances constructed off of CSAH 1 and CSAH 24 (hereinafter, the “Project”); and

WHEREAS, the County requires the Project for corridor consistency; roadway safety and operation, and reduction of crash potential; and

WHEREAS, the City and County desire to cooperate in the installation and maintenance of the Project; and

WHEREAS, the Agreement outlines the duties and responsibilities of both the City and County before, during, and after construction of the Development and the Project and defines the annual and long term maintenance, construction, and reconstruction duties and responsibilities on or along CSAH 1 and CSAH 24 within City limits.

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

1. The Agreement described above is approved 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 by the City as allowed by law.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 7th day of February, 2023.

ATTEST:

Keith Muetzel, City Administrator

Tom Quackenbush, Mayor

(City Seal)

Subscribed and sworn to before me this
7th day of February, 2023.

Notary Public

**CONSTRUCTION AND MAINTENANCE COOPERATIVE AGREEMENT
BETWEEN REDWOOD COUNTY AND THE CITY OF REDWOOD FALLS FOR
CSAH 1 AND CSAH 24**

THIS AGREEMENT is made and entered into this _____ day of _____, _____ (the “Effective Date”) by and between the County of Redwood, a political subdivision of the State of Minnesota (hereinafter the “County”), 403 South Mill Street, Redwood Falls, Minnesota 56283, and The City of Redwood Falls (hereinafter the “City”), 333 South Washington Street, PO Box 526, Redwood Falls, MN 56283 .

WHEREAS, the City is developing the Reflection Ridge Business Park and the Reflection Prairie Addition adjacent to County State Aid Highway (“CSAH”) 1 and CSAH 24 (hereinafter the “Development”); and

WHEREAS, the City will install right turn lanes and left turn bypass lanes for all entrances constructed off of CSAH 1 and CSAH 24 (the “Project”); and

WHEREAS, the County requires this Project for corridor consistency, to ensure roadway safety and operations, and to reduce crash potential; and

WHEREAS, through this Agreement the City and County wish to establish the duties and responsibilities of both parties before, during, and after construction of the Development and the Project; and

WHEREAS, through this Agreement the City and the County wish to define annual and long term maintenance, construction and reconstruction duties and responsibilities on or along CSAH 1 and CSAH 24 within the City limits.

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

AGREEMENT

1. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the Effective Date, and shall not terminate until a new agreement is accepted by both parties in writing.
2. **SCOPE OF WORK AND RESPONSIBILITIES OF EACH PARTY:**
 - a. As part of the Development and Project, the City agrees to:
 - i. Complete construction of the Project right turn lane and left turn bypass lane driving surfaces at each entrance or access point of Phase 1 of the Development by September 1, 2027, and final construction restoration by October 31, 2027;
 - ii. Be responsible for all engineering, construction and administrative expenses relating to the Project, including: project management, design, permit acquisition, right-of-way acquisition, utility relocation, bidding, survey, construction, construction inspection and contract administration;
 - iii. Design the Project to minimum standards set forth in Exhibit A, Turn Lane and Bypass Lane Design Guidance and applicable State Aid Design Guidance to allow for the use of Municipal State Aid Street (“MSAS”) funding of the improvements;
 - iv. Complete the Project construction plans, specifications and acquire any necessary right-of-way by October 2026;

- v. Notify the County upon substantial completion of the Project and allow the County 14 days to review the site for compliance with the plan construction standards. The City must address any County punch list items prior to closing the construction contract; and
 - vi. Provide a copy of the construction as-built plans to the County upon completion of the Project.
- b. The City agrees to the following Post-Project Responsibilities:
- i. The City will complete construction of additional turn lanes and bypass lanes for each new entrance or access point added to the Development after Phase 1, as shown on the approved Plat, on a mutually agreed upon timeline, but not to exceed five years after initial access or entrance connection.
 - ii. The City will not allow private connections to CSAH 1 and CSAH 24 within either Development, unless it is determined necessary and both parties agree in writing as an amendment to this Agreement.
 - iii. The City will install and maintain water mains, sewer mains and all house connections for both sewer and water. All future utility repairs or replacements require a full depth street section repair to match in-place conditions. Should the City fail to properly replace the street section and surface, it is hereby agreed that the County will have the work done and the City hereby agrees to pay for said work within 30 days of receipt of invoice.
 - iv. The City will maintain ownership of water main or sewer pipe abandoned in the ground and pay for all costs associated with any filling and bulkheading or removal of said water main or sewer pipe in the future.
 - v. In any portion of the City which is not built up, where it is mutually agreed curb and gutter is not needed, permit side ditches within the right of way at least two feet deep and four feet wide at the bottom.
 - vi. The City will construct and maintain all culverts and crossings across such ditches.
 - vii. The City will maintain and/or remove all trees along the roadway in boulevard areas.
 - viii. The City will be responsible for removing snow by hauling on or along CSAH 1 and CSAH 24 at its' own expense if an urban section is constructed in the future.
 - ix. The City will be responsible for lawn mowing and lawn maintenance of boulevard grass if an urban section is constructed in the future.
 - x. On this Development, Project and future construction projects along CSAH 1 and CSAH 24, if mutually agreed on the need to install, the City will pay for all construction and maintenance costs for curb and gutter, sewer, storm sewer, catch basins and public utilities. The City will maintain and replace the storm sewer system after initial construction, including annual cleaning of storm sewer system.
 - xi. If mutually agreed on the need to install, the City will construct, maintain and replace sidewalk and trails, and will be responsible for all maintenance including snow plowing and removal.
 - xii. If mutually agreed on the need to install, the City will pay for installation and maintenance of intersection lighting at Development access points, including all electric payments, bulb replacements, painting, pole maintenance and replacement, pole knockdowns, locates and relocations.
 - xiii. The City will complete no work of any sort on County right-of-way, before the plans for work have been submitted and approved by County Engineer.
- c. As part of the Project, the County agrees to:
- i. Review and approve the Project plans;
 - ii. Be responsible for costs of its' staff time as it relates to this Project;
 - iii. Write a utility relocation memo if needed to support Project utility relocation requirements;
 - iv. Support Project right-of-way acquisition through eminent domain proceedings, if needed; and

- v. Review the Project upon substantial construction completion and within 14 days provide punch list items needing correction to the City.
- d. The County agrees to the following Post-Project Responsibilities:
 - i. On properly authorized future projects on or along CSAH 1 and CSAH 24, to pay out any available eligible funds provided (federal, state aid, or local) for the costs of eligible storm sewer, grading, subgrade correction, base and bituminous work, for the full width of the street, between curb and gutter lines as established, but not including the curb and gutter.
 - ii. Pay all costs of routine roadway maintenance, including chip sealing, patching and snowplowing the driving lanes and turn lanes, excluding removing snow by hauling on or along CSAH 1 and CSAH 24 if an urban section is constructed in the future as provided herein.
 - iii. Conduct full right-of-way width roadside ditch mowing every three years and yearly shoulder top cuts within the time frames allowed by Minn. Stat. 160.232.
 - iv. Complete no work of any sort, except routine roadway maintenance, before the plans for work have been submitted and approved by the City.

3. AUTHORIZED REPRESENTATIVES.

a. *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

b. *County's Authorized Representative is*

Title:	County Engineer
Street Address:	1820 East Bridge Street, PO Box 6
City State Zip:	Redwood Falls, MN 56283
Telephone:	507-637-4056

c. *City's Authorized Representative is:*

Title:	City Administrator
Street Address:	333 S. Washington St., PO Box 526
City State Zip:	Redwood Falls, MN 56283
Telephone:	507-616-7400

4. GENERAL PROVISIONS.

a. *Liability:* Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of Local Government is governed by Minn. Stat. Chapter 466 and other applicable law.

b. *Indemnity:* The parties agree to indemnify and hold harmless one another from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission by the other party (including its officers, employees, agents and subcontractors) arising from the terms of this Agreement, and against all loss by reason of the failure of the either party, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, the unlawful disclosure or use of protected data, the work to complete the Project, and the subsequent maintenance and use of the completed Project area. The terms and provisions of this Section shall survive the expiration, suspension or termination of this Agreement

- c. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of County and Municipality relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
- d. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Redwood County, Minnesota.
- e. **Government Data Practices:** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
- f. **Assignment and Amendments:**
 - i. *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
 - ii. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
- g. **Waiver; Agreement Complete:**
 - i. *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
 - ii. *Contract Complete.* This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
- h. **Severability.** In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- i. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

[Signature page follows.]

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

REDWOOD COUNTY

CITY OF REDWOOD FALLS

Jim Salfer, Board Chair

Tom Quackenbush, Mayor

Date: _____

Date: _____

Vicki Knobloch Kletscher, Administrator

Keith Muetzel, City Administrator

Date: _____

Date: _____

APPROVED AS TO FORM:

By:  _____
Redwood County Attorney

Date: 01.26.2023

EXHIBIT A

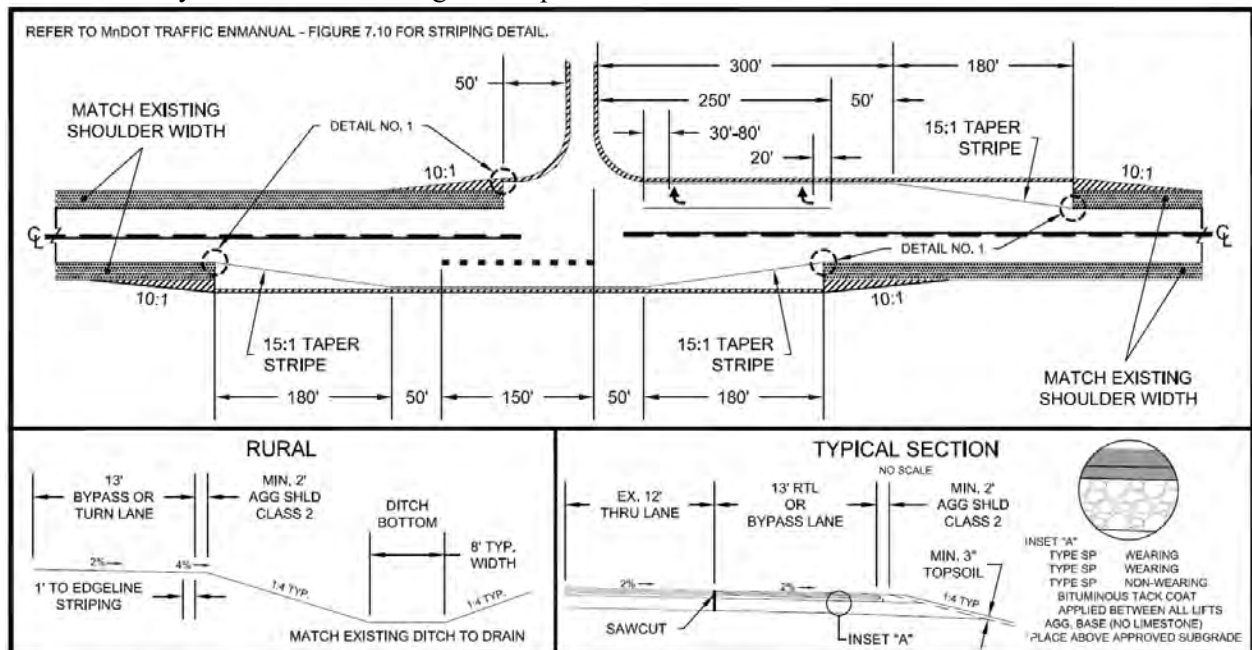
TURN LANE AND BYPASS LANE DESIGN GUIDANCE

Project design guidance for right turn lane and left turn bypass lane development on CSAH 1 and CSAH 24 at the Development access points follows:

- a) Roadway design speed: 55mph
- b) Roadway thru lane width: 12' with 1' paved shoulder and 5' aggregate shoulder
- c) Subcut 2' in road core areas where widen, to the bottom of muck/organics if present.
- d) 4:1 slopes at all locations (inslopes and backslopes).
- e) Ditch bottoms: 4' wide minimum, maintain ditch special grades.
- f) Geotextile fabric type 5 under aggregate base.
- g) Aggregate Base Class 5: 12" thickness.
- h) Bituminous: 8" thick, 4 lifts. 2" SPWEA340C, 2" SPWEB340C, 4" SPNWB330B.
 - o Bituminous tack coat between all lifts.
- i) Cross slopes: 0.02 lanes, 0.04 shoulders.
- j) Striping: 6" latex edge lines.
- k) Bypass and turn lane signs: all new.
- l) Driveways and field entrances:
 - o 6:1 slopes.
 - o 18" pipe where needed (minimum size)
 - o No spiral CSP.
- m) Shoulder base aggregate class 1 on CSAH 1 and CSAH 24
- n) Erosion Control:
 - o Category 3N blanket (rapid stabilization method 4 / Category 25) or equivalent
- o) Roadside seed mix
- p) Traffic Control: Required.

During construction of Project, the City must ensure the following occurs:

1. MnDOT certified inspector must observe and inspect Project construction.
2. Turn lanes and bypass lanes must be constructed to State Aid standards.
3. Subgrade and aggregate must be compacted to 100% density within the road core and test rolling must occur prior to construction of aggregate base and bituminous surfaces.
4. Bituminous density disincentives apply per MnDOT Construction Specifications.
5. Weekly construction meetings are required.





Jim Doering
Public Works Project Coordinator
Phone: 507-616-7400
Fax: 507-637-2417
jdoering@ci.redwood-falls.mn.us

Meeting Date: February 7, 2023

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 9 of 2023

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: This is a resolution of support for of the Corridors of Commerce application to be submitted by Redwood County. The application is for rehabilitation and reconstruction of the segment of US Highway 71 between the Redwood River bridge in Redwood Falls and Minnesota River bridge near Morton, MN.

This project if funded is in excess of \$11 million dollars. This will include a white top resurfacing of the concrete portion from the Redwood River bridge to where it ends near the Redwood Building Center. Then starting at that point, a full reconstruct of the bituminous portion, converting to concrete out to Quality Drive and from that point reconstruct or white top resurfacing down to the Minnesota River bridge. The project request includes new bituminous shouldering throughout where applicable.

If funded, the project must be let by June 30, 2028. The City will have additional utility replacement cost including water, sanitary sewer and storm sewer where it crosses the bituminous reconstruction area.

Staff recommends the approval of the resolution.

Attachments: Resolution No. 9 of 2023

**RESOLUTION NO. 9 OF 2023
SUPPORT FOR US HWY 71
CORRIDORS OF COMMERCE FUNDING**

WHEREAS, Redwood County is a leading area for agricultural production of sugar beets, corn, soybeans, cattle, and clean energy ethanol production. Safe and efficient mobility of crop haulers and agricultural equipment are essential to the County's economic well-being. Redwood County produces \$10 million dollars of sugar beets annually, and significantly contributes to southwestern Minnesota being the leading region for sugar beet production in the United States. In addition to sugar beets, Redwood County annually produces \$41 million dollars' worth of corn, \$11 million dollars' worth of soybeans and 44,000 head of cattle valued at \$88 million dollars annually (USDA - National Agricultural Statistics Service - Minnesota - County Estimates). All \$150 million dollars of this annual agricultural production is transported over the Interregional Corridor System (IRC) and County roadways to markets. The Regional and local transportation system allows these food products to be moved to train yards, transfer stations and river ports for further shipment to the lower 48 states and exportation globally; and

WHEREAS, United States Highway 71 (U.S. 71) within Redwood County is a part of the Interregional Corridor System (IRC) and is classified as a Supplemental Freight Route; and

WHEREAS, U.S. 71 is eligible for Corridors of Commerce funding and the roadway between the Redwood River Bridge 5133 and Minnesota River Bridge 64010 is rapidly deteriorating; and

WHEREAS, the City of Redwood Falls and Redwood County are in support of a much needed pavement rehabilitation and reconstruction project on U.S. Highway 71 between the Redwood and Minnesota Rivers; and

NOW, THEREFORE, BE IT RESOLVED, the City of Redwood Falls supports rehabilitation and reconstruction of this segment of U.S. 71, which will improve the movement of freight and reduce barriers to commerce throughout the United States, within the State of Minnesota and within the City of Redwood Falls and Redwood County and support exportation of agricultural goods to global markets.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 7th day of February 2023.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2023.

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: February 7, 2023

Agenda Item: Resolution No. 10 of 2023 - 2023 Distribution Improvement Materials

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: DRG Project No. 421125 - 2023 Distribution Improvements was approved by the City Council November 1, 2022. In order to complete the projects certain materials were needed to be bid. Those bids were received and opened on Wednesday, February 1, 2023 at 1:15 pm in the City Council chambers. Three (3) bids were received, and the results of the bids have been reviewed by DGR and are tabulated and provided for Council consideration.

A Summary of Bids of all the bids are attached for your review. Bid #1 (Padmounted Switchgear) and Bid #2 (Padmount Switchgear Box Pads) are recommended to be awarded to WESCO for a total of \$93,392.00. For Bid #3 (15 KV Primary Power Cable) the only bidder was Irby Utilities in the amount of \$277,262.55. The recommendation to Council for Bid #4 (Pull Boxes) is to reject all bids. The total cost of all the bid packages is \$370,654.55.

Staff recommends that the contracts be awarded to the stated companies for Bids #1-3 and to reject all bids for Bid #4.

Attachments: Resolution No. 10 of 2023
Recommendation to Award by Chad Rasmussen of DGR
DGR Bid Tabulation

RESOLUTION NO. 10 of 2023

**AUTHORIZATION TO EXECUTE PURCHASE OF MATERIALS
FOR THE 2023 DISTRIBUTION IMPROVEMENTS**

WHEREAS, the City of Redwood Falls is authorized to enter into agreements with Irby Utilities, and WESCO to purchase specified materials pursuant to Minnesota Statutes Section §412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, at the November 1, 2022, City Council meeting, the Council authorized the Advertisement for Bids for DRG Project No. 421125 - 2023 Distribution Improvements; and

WHEREAS, on Wednesday, February 1, 2023, at 1:15 p.m., three bids were received and opened at City Hall. Those bids were forwarded to DGR Engineering for review and recommendation; and

WHEREAS, for Bid #3, the award and purchase of 15 KV Primary Power Cable, from Irby Utilities in the amount of \$277,262.55 has been recommended by DGR Engineering; and

WHEREAS, for Bids # 1 and #2, the award and purchase of Padmount Switchgear and Padmount Switchgear Box Pads from WESCO in the amount of \$93,392.00 has been recommended by DGR Engineering; and

WHEREAS, for Bid #4 (Pull Boxes) DGR Engineering has recommended to reject all bids; and

WHEREAS, this material will be installed as part of the 2023 Distribution Improvement Projects.

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

1. The bids and subsequent agreements described above are awarded and approved and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. All bids for Bid #4 (Pull Boxes) are rejected.
3. The awarded bids and agreements 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 7th day of February 2023.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2023.

Notary Public

February 3, 2023



City of Redwood Falls/Public Utilities
Attn: Chuck Heins
333 S Washington Street
Redwood Falls, MN 56283

**RE: Recommendation for Contract Awards
Furnishing Electrical Materials
DGR Project No. 421125**

Dear Chuck:

We have completed our review of the bids received on February 1, 2023 for the major electric materials. A bid summary form of the bid results is enclosed. We have checked the bids for mathematical accuracy and compliance with the bid specifications. We are hereby prepared to offer the following recommendations.

Bid No. 1 – Padmount Switchgear (Dead-Front, Air-Insulated)

Bidder: WESCO Distribution, Inc.
2650 7th Avenue N
Fargo, ND 58102

Total Bid: \$86,920.00

Manufacturer: Federal Pacific

Clarification: None

Bid No. 2 – Padmount Switchgear Box Pads

Bidder: WESCO Distribution, Inc.
2650 7th Avenue N
Fargo, ND 58102

Total Bid: \$6,472.00

Manufacturer: Nordic Fiberglass

Clarification: None

Bid No. 3 – 15 kV Primary Power Cable

Bidder: Irby Utilities
980 Lone Oak Road, Ste 145
Eagan, MN 55121

Total Bid: \$277,262.55

Manufacturer: Okonite

Clarification: Pricing subject to metals escalation or de-escalation at time of shipment.

Bid No. 4 – Pull Boxes

After consultation with Redwood Falls staff regarding Bid Number 4, we recommend that Redwood Falls does not award the contract for pull boxes. Both the bid pricing and the lead times for Pull Boxes came in much higher than expected.

The total price for all recommended contracts is \$370,654.55, subject to metals escalation/de-escalation pricing for the 15 kV primary power cable.

Please review our recommendation and feel free to contact us with any questions you or the Board may have. Please let us know when an award has been made, and we will prepare the Contract Documents for signatures.

Best Regards,

DGR Engineering



Chad Rasmussen, P.E.

Enclosure: Bid Summary
CAR:ste



1302 South Union Street
 Rock Rapids, IA 51246
 DGR Project No. 421125

BID SUMMARY
FURNISHING ELECTRICAL MATERIALS
REDWOOD FALLS PUBLIC UTILITIES
REDWOOD FALLS, MINNESOTA

Bid Letting: February 1, 2023
 1:15 p.m.
 City Office
 Page 1 of 1

Bidder and Address	Bid Security	Bid No. 1 Padmount Switchgear Qty: PME9 - 4		Bid No. 2 Padmount Switchgear Box Pads Qty: 4		Bid No. 3 15 kV Primary Power Cable Qty: 1/0 - 16,500 ft., 4/0 - 12,600 ft., 750 - 12,150 ft.		Bid No. 4 Pull Boxes Qty: 5	
		Total Bid	Manuf/Delivery	Total Bid	Manuf/Delivery	Total Bid	Manuf/Delivery	Total Bid	Manuf/Delivery
Border States Electric 1100 N Career Avenue Sioux Falls, SD 57107	10% Bid Bond	\$87,839.00	Federal Pacific	\$11,800.00	Hubbell	No Bid		\$43,300.00	Hubbell
			Approx. 30 Weeks ARO		Approx. 12 Weeks ARO				Approx. 33 Weeks ARO
Irby Utilities 980 Lone Oak Road, Ste 145 Eagan, MN 55121	10% Bid Bond	\$100,640.00	S&C	\$8,400.00	Highline	\$277,262.55	Okonite	No Bid	
			42-44 Weeks ARO		Stock - 8 Weeks				
WESCO Distribution, Inc. 2650 7th Avenue N Fargo, ND 58102	10% Bid Bond	\$86,920.00	Federal Pacific	\$6,472.00	Nordic Fiberglass 20 weeks ARO	No Bid		No Bid	
			Approx. 28-30 Weeks ARO	\$6,320.00	Concast -does not meet specifications- 12-13 Weeks ARO				

Corrected amounts shown shaded



AGENDA MEMO

Meeting Date: February 7, 2023

Agenda Item: Request to Waive Sanitary Sewer Charges

Recommendation/Action Requested: Staff recommends waiving the sanitary sewer charge as is consistent with past practice due to the determination that the water did not enter the sanitary sewer system.

Summary/Overview: Attached for your consideration is a letter from Barbie Skogstad, utility account holder at 409 South Minnesota Street, requesting that \$52.17 in sanitary sewer charges be waived.

Staff review of these requests focuses on whether the water entered the sanitary sewer, which requires treatment. Water introduced into the sanitary sewer system is treated regardless of the cause. It is not always possible to make a definitive determination as to whether the water entered the sanitary sewer system. In those cases, Staff errs on the side of water entering the sanitary sewer system.

Specific examples of water that does not that does not enter the sanitary sewer system include but are not limited to landscape watering, filling a swimming pool or hot tub, and water that is pumped from a property prior to entry into the floor drain or in the absence of a floor drain.

Attachments: Ms. Skogstad's Utility Waiver Letter

on the 31 of Dec
my water was
Running outside
faucet was running
in the ground
a ice brick hit
my faucet and it
turn on
for sewer adjustment

Barb Skogstad
409 S Minnesota St
Redwood Falls Mn.

1/11/23

02/15/2023

236.57



02/15/2023

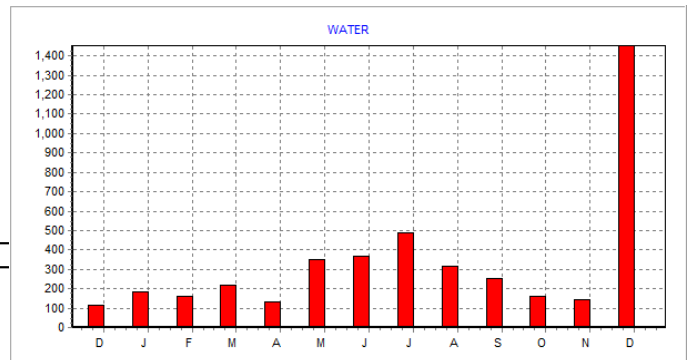
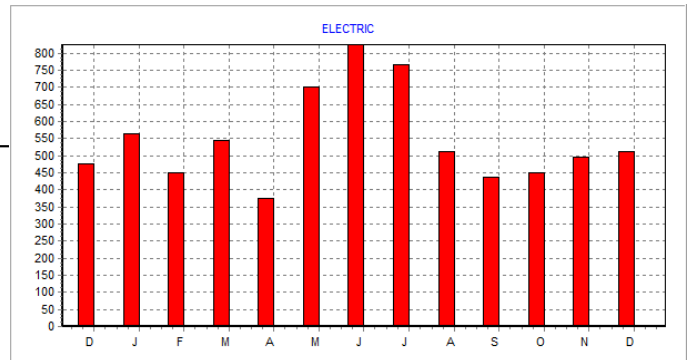
260.23

**AUTO SORT CRRT C002

BARBIE J SKOGSTAD
409 S MINNESOTA ST
REDWOOD FALLS MN 56283-1534



	Present	Previous	Amt. Used	Amount
ELECTRIC				
Base Charge			511	21.47
Consumption	29189	28678		50.08
Sales Tax				5.39
Energy Cost Adjustment				1.48
E-heat Contracts				57.03
		Subtotal		21.39
WATER				
Consumption	102911	101458	1453	102.73
Base Charge				15.36
State Water Test				0.81
		Subtotal		118.90
SEWER				
Base Charge				12.58
Consumption				58.99
		Subtotal		71.57
STORM SEWER				
Storm Sewer				10.71
		Subtotal		10.71
TRASH				
Trash				13.67
Solid Waste Management Tax				1.33
		Subtotal		15.00
MISC				
Paperless Credit				1.00
		Subtotal		1.00
Total Current Bill				236.57
Actual Bill Amount				236.57



READING DATES

PREVIOUS 12/09/2022
PRESENT 01/09/2023

409 SOUTH MINNESOTA

THANK YOU FOR YOUR PAYMENT

BALANCE FORWARD \$0.00

ON OR BEFORE 02/15/2023

PAY THIS AMOUNT **\$236.57**

10% LATE PENALTY FEE

AFTER 02/15/2023

PAY THIS AMOUNT \$260.23

ACCOUNT # 01-05210-00

Service: 200 010 W -RESIDENTIAL Meter: 2695

		Read		Total	Demand		Reading		
Month	Date	Previous	Current	Consumption	Read	Consumption	Flag	Source	Occupant
Year : 2022 Total 11									
Nov	12/09/2022	101313	101458	145			Regular	Hand Held	00
Oct	11/09/2022	101155	101313	158			Regular	Hand Held	00
Sep	10/10/2022	100903	101155	252			Regular	Hand Held	00
Aug	09/09/2022	100585	100903	318			Regular	Hand Held	00
Jul	08/09/2022	100095	100585	490			Regular	Hand Held	00
Jun	07/11/2022	99730	100095	365			Regular	Hand Held	00
May	06/09/2022	99379	99730	351			Regular	Hand Held	00
Apr	05/09/2022	99247	99379	132			Regular	Hand Held	00
Mar	04/11/2022	99031	99247	216			Regular	Hand Held	00
Feb	03/09/2022	98868	99031	163			Regular	Hand Held	00
Jan	02/09/2022	98687	98868	181			Regular	Hand Held	00
Year : 2021 Total 12									
Dec	01/10/2022	98570	98687	117			Regular	Hand Held	00
Nov	12/09/2021	98240	98570	330			Regular	Hand Held	00
Oct	11/09/2021	98076	98240	164			Regular	Hand Held	00
Sep	10/11/2021	97787	98076	289			Regular	Hand Held	00
Aug	09/09/2021	97469	97787	318			Regular	Hand Held	00
Jul	08/09/2021	97054	97469	415			Regular	Hand Held	00
Jun	07/19/2021	96731	97054	323			Regular	Manual Read	00
May	06/09/2021	96383	96731	348			Regular	Hand Held	00
Apr	05/10/2021	96213	96383	170			Regular	Hand Held	00
Mar	04/09/2021	96041	96213	172			Regular	Hand Held	00
Feb	03/09/2021	95885	96041	156			Regular	Hand Held	00
Jan	02/09/2021	95727	95885	158			Regular	Hand Held	00
				Avg 249					