



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 18, 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. June 20, 2023
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve Fire Department Appointments
 - B. Approve Fire Department Turnout Gear Purchase
 - C. Approve KLGR Advertising Exchange
 - D. Approve Thriveon 2023 Quarter Three PC Refresh
 - E. Approve Electric Department Pickup Purchase
7. **Scheduled Public Hearings**
 - A. Assessments for Delinquent Accounts – Resolutions #30, 31 & 32
8. **Old Business**
 - A. Golf Course – Motion to Further Explore Purchase (verbal)
9. **Regular Agenda**
 - A. Presentation by Coalition of Greater MN Cities (verbal)
 - B. Police Department Policy Updates
 - C. 4th Street Reconstruction Bid Award – Resolution #33
 - D. Resolution of Support for the State of MN Capital Budget Funding Request for the Library Expansion and Airport improvements – Resolution #34
 - E. MnDOT Airport Maintenance and Operation Grant Contract – Resolution #35
 - F. General Obligation Utility Revenue Bonds for 4th Street Project – Resolution #36
 - G. Certificate of County Board’s Classification of Tax-Forfeited Land
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, JUNE 20, 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, June 20, 2023, at 5:00 p.m.

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

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

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

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the June 6, 2023 minutes as presented. Motion passed by unanimous vote.

Miranda Wendlandt, CPA and CFE with CliftonLarsonAllen was present to give an overview of the 2022 audit results for the City of Redwood Falls.

Ms. Wendlandt stated this was an unmodified clean audit with one internal control finding requiring one material audit adjustment. The internal control finding didn't change the total ending reserve position for the City. Due to the amount of funds received from the Coronavirus State and Local Fiscal Recovery Funds program authorized by the American Rescue Plan Act (ARPA), a Single Audit was required. The Single Audit found that the City complied with the specific requirements for receiving ARPA funds. The audit findings are an indication of the City's high-quality internal control process, reviews that are in place, and overall attention Staff gives to the year-end balances.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to accept the 2022 City Audit results and reports as submitted. Motion passed by unanimous vote.

Finance Director Klages introduced the Request for Proposals for Banking Services.

Ms. Klages stated it is recommended that governments review their banking service contracts every five years and use a competitive process for the procurement of banking services. A competitive procurement process provides an opportunity to obtain market-competitive rates and negotiate preferable terms and conditions and/or service enhancements. It also provides an opportunity to take advantage of technology enhancements, service changes, or evolution in the market.

Ms. Klages stated the City currently receives banking services from Bremer Bank. Part of ongoing due diligence includes regular competition for the procurement of services. Therefore, Staff is proposing to issue a Request for Proposals (RFP) for banking services. The RFP will be sent to all institutions that operate a branch within the City of Redwood Falls. If approved, RFP's will be distributed and due back from institutions by July 28th. Staff will review all proposals and present Council with their recommendation at the August 15th Council meeting.

A motion was made by Council Member Smith and seconded by Council Member Buckley to approve the Request for Proposals for Banking Services. Motion passed by unanimous vote.

Police Chief Jason Cotner was present to introduce the Police Officer Employment Offer.

Chief Cotner stated on Friday, May 12, 2023, Officer Aaron Clancy worked his last shift at RFPD after accepting a sergeant position with the Redwood County Sheriff's Office. Officer Clancy's departure created a vacant full-time officer position within the department. An internal posting for the position was issued on May 30, 2023 with a closing date of June 9, 2023. At the time of closing one candidate, Joseph Shaffer, submitted for the vacant position.

Chief Cotner stated Joseph Shaffer was recently hired as a part-time officer for RFPD. He arrived at RFPD with approximately two years of full-time law enforcement experience at the Springfield Police Department and Brown County Sheriff's Office. Because Officer Shaffer has been through a background check, psychological testing, and all the normal pre-employment checks during his part-time hiring process the conditional offer was contingent only on City Council approval. Staff recommends City Council approve hiring Joseph Shaffer to fill the vacant full-time officer position.

City Administrator Muetzel stated following the initial employment offer, Mr. Shaffer requested a change in the salary step progression from 12 months to 9 months to account for previous work experience. The request was authorized, and Mr. Shaffer will be eligible for a step increase from Step 2 to Step 3 after 9 months and a satisfactory job performance evaluation.

A motion was made by Council Member Buckley and seconded by Council Member Kerkhoff to approve the Police Officer Employment Offer to Joseph Shaffer. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering provided an update on the 4th Street Reconstruction Bids.

Mr. Doering stated bids were opened publicly on Friday, June 16, 2023 at 10:00 a.m. Six bids were received. The bids must be reviewed by the Office of Civil Rights (OCR) before Council can award a bid. Construction is still expected to begin in 2023, however, due to the late season start crews will start at Gould Street and work west by opening two-block increments at a time.

No action was taken by Council.

City Administrator Muetzel stated due to the Independence Day holiday, there will not be a City Council meeting on July 4, 2023. The next regularly scheduled meeting is July 18, 2023. Staff will evaluate if there are any time-sensitive agenda items that would need to be addressed at a Special City Council meeting prior to the next regularly scheduled Council meeting.

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 Kerkhoff and seconded by Council Member Buckley to adjourn the meeting at 5:44 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor



Keith Muetzel
City Administrator
Phone: 507-616-7400
Fax: 507-637-2417

kmuettel@ci.redwood-falls.mn.us

Meeting Date: July 18, 2023

AGENDA RECOMMENDATION

Agenda Item: Approve Fire Department Appointments

Recommendation/Action Requested: Staff recommends appointing the following individuals to serve on the Fire Department:

- Mason Amundson
- Aaron Clancy
- Kaleb Serbus



Keith Muetzel
City Administrator
Phone: 507-616-7400
Fax: 507-637-2417

kmuettel@ci.redwood-falls.mn.us

Meeting Date: July 18, 2023

AGENDA RECOMMENDATION

Agenda Item: Approve Fire Department Turnout Gear Purchase

Recommendation/Action Requested: Staff requests approval to purchase 9 sets of turnout gear from Heimen Fire Equipment in the amount of \$33,651.00.

Summary/Overview:

The 2023 operating budget includes \$30,000 to replace 9 sets of fire department turnout gear. Staff requests approval to proceed with the purchase from Heimen Fire in the amount of \$33,651.00.

Attachments: Heimen Fire Equipment Quote – \$33,651.00
Fire Dex Quote - \$43,545.15



Quoted By: Fire-Dex
Prepared By: Jeff Paul
 Regional Sales Manager
Address: 780 South Progress Drive
 Medina, OH 44256
Phone: 402.844.0131
Email: jeffpaul@firedex.com
Quote: Redwood Falls, MN FXR Coat & Pant TEGGEN71 2023
FWID: 189620
Item: FXR Turnout Gear Coat & Pant
Contract: FireWriter 2023 - Effective 3/6/23

PRODUCT PREVIEW



COAT SPECIFICATIONS

Coat Outer Shell: 32" Coat with DRD, 6.5 oz. TEGGEN71, Black	\$2,470.00
Coat Thermal Liner: (R1) 5.6 oz CoreCXP™ 1 - Layer	\$855.00
Coat Moisture Barrier: (F) 5.5oz Stedair® 4000	\$1,061.00
Coat Closures: XC40 Zipper / Woven Hook and Loop	\$50.00
Coat Trim Style: 3" NFPA w/ Vertical Bars ScotchLite™ Triple Lime/Silver	\$206.00

Coat Specification Subtotal: \$4,642.00

COAT PATTERN, LINER, PATCHES AND LABELS OPTIONS

XMSP Two Additional Snap Tabs at Cuff and Liner	\$6.00
XMLA Liner Alignment Tabs	\$8.00
TALL All Thermal Reinforcements Same as Liner	\$20.00
LR75 5x7 Serged Q Elbow Liner	\$5.00
TRLFR Nomex® Fire Flag, Right Arm	\$20.00

Coat Pattern, Liner, Patches and Labels Options Subtotal: \$59.00



LETTERING

Text: REDWOOD	\$25.00
Pos: 2, 3" Scotchlite™ Lime, XL00 - Sewn Direct Lettering	
Text: FALLS	\$25.00
Pos: 3, 3" Scotchlite™ Lime, XL00 - Sewn Direct Lettering	
Text: LAST NAME	\$76.00
Pos: 9, 3" Scotchlite™ Lime, XL592 - Hanging Patch, 4", 2-Layer Shell, Hook & Loop and Snap, No Reflective Trim	

Lettering Subtotal: \$126.00

COAT REINFORCEMENTS

Knit Wrist Reinforcement: XM02/XM03 Knit Wrist with Thumb Hole, Nomex® (Black)	\$12.00
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This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.

LETTERING PREVIEW

- 1.
2. REDWOOD

Cuff Reinforcement: Standard Cuff, Black, PCA (Polymer Coated Aramid)	\$5.00	4.
Shoulder Reinforcement: No Reinforcement	\$0.00	5.
Elbow Reinforcement: No Reinforcement	\$0.00	6.
Coat Reinforcements Subtotal:	\$17.00	7.
		8.

9. LAST NAME

COAT MIC CLIPS AND STRAPS

XMCLP Mic Clip: 1" x 2" Shell Material	\$5.00
Custom Qty: 1	
Custom Placement 1: 1*2 center left to right between storm flap and pocket , place bottom 2 in above trim vertically	
XMCLP3 Mic Clip: 1 x 3 Shell	\$14.00
Left Qty: 1, Custom Qty: 1	
Custom Placement 1: place above the flash light	
XM58 Takeup Strap: Nomex® Webbing (Select up to 2 on pant free of charge)	\$24.00
Left Qty: 1, Right Qty: 1	
XM7985 XM79/XM85 Combo - Hook on Patch above Survivor® Flashlight Holder	\$35.00
Right Qty: 1	
Coat Mic Clips and Straps Subtotal:	\$78.00

COAT POCKETS

Chest Pocket - Left: (XP02) Radio Pocket 7 x 3 x 2	\$38.00
Double Notch	\$10.00
Chest Pocket - Right: (XP19) Bag Pocket 6 x 8 (Located under Storm Flap)	\$35.00
Hand Pocket - Left: (XP54) Semi Bellow, Handwarmer with Full Kevlar & Fleece Lining, 8 x 8 x 2	\$65.00
"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop Closure (3 pieces of hook vertical on flap)	\$11.00
Hand Pocket - Right: (XP54) Semi Bellow, Handwarmer with Full Kevlar & Fleece Lining, 8 x 8 x 2	\$65.00
"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop Closure (3 pieces of hook vertical on flap)	\$11.00
Coat Pockets Subtotal:	\$235.00

COAT SPECIAL REQUEST

XM79 on left chest to be same shell material.
 ALL LINER REINFORCEMENTS TO BE TALL (NOT "Q). SHOULDER AND ELBOW REINFORCEMENTS THERMAL TO BE SERGED ON ALL 4 Sides

COAT LIST PRICE: \$5,157.00
DISCOUNT: 45.00%
COAT DISCOUNT PRICE: \$2,836.35

PANT SPECIFICATIONS

Pant Rise: Mid-Rise
 Pant Rear Panel: No Rear Panel
 Pant Outer Shell: 6.5 oz. TECGEN71 - Black \$1,620.00

Pant Thermal Liner: (R1) 5.6 oz CoreCXP™ 1 - Layer	\$720.00
Pant Moisture Barrier: (F) 5.5oz Stedair® 4000	\$862.00
Pant Closures: XC40 Zipper / Woven Hook and Loop	\$30.00
Pant Trim Style: 3" around cuffs - 3M™ ScotchLite™ Comfor Trim, Lime/Silver	\$54.00

Pant Specification Subtotal: \$3,286.00

PANT PATTERN, LINER, PATCHES AND LABELS OPTIONS

570P Neoprene Reinforced Liner at Pant Cuff, 6"	\$12.00
TALL All Thermal Reinforcements Same as Liner	\$20.00
LR710 7x10 Serged Q Knee Liner	\$5.00

Pant Pattern, Liner, Patches and Labels Options Subtotal: \$37.00

PANT SUSPENDERS

SVXC - Sewn Direct Hook and Loop, X-Back, Black Webbing, Padded with Cam Lock (Max Length: 54")	\$0.00
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Pant Suspenders Subtotal: \$0.00

PANT STRAPS AND OPTIONS

XMBLW Wide Belt Loop 4 x 5 Shell Qty: 4	\$80.00
XMKB Kevlar® Belt	\$50.00

Pant Straps and Options Subtotal: \$130.00

PANT POCKETS

Front Pocket - Left: (XP30) Full Bellow 10 x 10 x 2	\$49.00
"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop Closure (3 pieces of hook vertical on flap)	\$11.00
Front Pocket - Right: (XP30) Full Bellow 10 x 10 x 2	\$49.00
"Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Hook & Loop Closure (3 pieces of hook vertical on flap)	\$11.00

Pant Pockets Subtotal: \$120.00

PANT REINFORCEMENTS

Knee Reinforcement: STS 1-Layer Knee (Foam Encapsulated in Moisture Barrier), Black, PCA (Polymer Coated Aramid), 11" STS	\$53.00
Cuff Reinforcement: DexCuff - Reverse Tapered Cuff, Black, PCA (Polymer Coated Aramid)	\$14.00
Leg and Crotch Reinforcement: No Reinforcement	\$0.00

Pant Reinforcements Subtotal: \$67.00

PANT SPECIAL REQUEST

xp30 pocket rotated forward on Left Leg 2 inch from standard placement.

XP30 pocket rotated forward on Right Leg 2 inches from standard placement.

ALL LINER REINFORCEMENTS TO BE TALL (NOT "Q") KNEE REINFORCEMENTS THERMAL TO BE SERGED ON ALL 4 SIDES.

PANT LIST PRICE: \$3,640.00

DISCOUNT: 45.00%

PANT DISCOUNT PRICE: \$2,002.00

LIST PRICE: \$8,797.00

DISCOUNT: 45.00%

DISCOUNT PRICE: \$4,838.35

X 9 sets =
\$ 43,545.15

TPP (Before Washing, NFPA minimum =
35)

37.50 cal/cm²

THL (NFPA Minimum =
205)

347.70 W/m²



Ross Nachreiner
Redwood Falls Parks & Rec Director
Phone: 507-616-7444
Fax: 507-644-2199
rnachreiner@ci.redwood-falls.mn.us

Council Meeting Date: 7/18/2023

Agenda Item: Advertising Exchange

Date: 6/28/2023

Recommendation/Action Requested:

Approve the requested advertising exchange with KLGR and the Parks & Recreation Department

Summary/Overview:

The Redwood Falls Parks & Recreation Department have exchanged memberships & punch passes for the KLGR radio auction in exchange for advertising credits for the value of these items.

Staff is requesting approval to continue the practice of exchanging memberships and passes for the radio auction in the amount of \$2,794.00 to be auctioned by December 31st, 2023. This will include a July and October radio auction.



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

AGENDA RECOMMENDATION

Meeting Date: July 18, 2023

Agenda Item: Thriveon 2023 Quarter Three PC Refresh

Recommendation/Action Requested: Staff recommends approval.

Summary/Overview: Each year, Thriveon, our managed IT services provider, works closely with staff to determine necessary computer updates and replacements. The PC refresh for quarter three is a total of \$12,016.14.

A total of \$42,500 has been budgeted in 2023 for annual computer updates and replacements. Council previously approved \$13,134.03 in computer updates at the May 2nd Council meeting.

Attachments: Thriveon PC Refresh Estimate #013879 v4

PC Refresh - 2023 Q3

Estimate #013879 v4

Prepared For:
City Of Redwood Falls (CORF)
 Rachel Viergutz
 333 S Washington St
 Redwood Falls, MN 56283

 (507) 616-7400
 rviergutz@ci.redwood-falls.mn.us

Prepared By:
Thriveon
 Jesse Zahrt, Design Desk,
 New Ulm

 15075917967
 jesse.zahrt@thriveon.net

Expires 15 Days After Delivery:
Pricing and availability are reviewed 15 days after presentation and are subject to change at that point.

Computer Hardware	Qty
HP ZBook Firefly 16 G10 16" - i7-1360P - 32GB RAM - 512 SSD	4
HP 23" LED LCD Monitor - 3yr warranty	2
HP Essentials USB-C Dock G5	4
6FT DISPLAYPORT CABLE WITH LATCHES	6
Subtotal	\$10,026.64

Implementation Labor	Qty
Travel Time	1.5
Recycle Device (0.15 hr / device) (x4 devices)	0.6
Setup Computer for Jim Doering	1
Setup Computer for Sam Scheffler	1
Setup Computer for Caitlin Kodet	1
Setup Computer for Trenton Dammann	1
Subtotal	\$1,989.50

Quote Summary	Amount
Computer Hardware	\$10,026.64
Implementation Labor	\$1,989.50
Total:	\$12,016.14

The acceptance and authorization of this Statement of Work will authorize Thriveon to proceed with invoicing for any needed product or service hours to complete the SOW. Thank you for the opportunity to work with you on these projects. We are excited to be working with you and look forward to helping you meet your objectives.

The terms and conditions of the current Managed Services Agreement apply in full to the services and products provided under this Statement of Work. Projects under \$2,000 will be invoiced once the work is complete. For projects of \$2,000 or more, Thriveon will invoice all the product and 30% of the implementation upon estimate approval. Invoices for the remainder of the implementation will be billed as completed. Agreements will be invoiced ahead of the month of service. Taxes, shipping, handling and other fees may apply.

Due to volatile price fluctuations, pricing valid for 10 days. We reserve the right to cancel orders arising from pricing or other errors.

The information that is contained in this document is the property of Thriveon, Inc. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of Thriveon, Inc. The terms and conditions of the current Managed Services Agreement apply in full to the services and products provided under this Statement of Work.

Acceptance**Thriveon**

Jesse Zahrt

Name

07/05/2023

Date

City Of Redwood Falls (CORF)

Rachel Viergutz

RAV

Signature / Name

Initials

7/5/2023 9:27:03 AM

Date

rviergutz@ci.redwood-falls.mn.us

Email Address

76.77.192.102

IP Address

PO Number

User	Login	Old PC Name	Old PC Type	New PC Nam	New PC Type	Peripherals	Apps (base apps+specific adds)	Encrypt	Recycle	Site	Deploy	Site POCs
Jim Doering	Jdoering	COR-PWC-JIMD	Surface	COR-PWC-JIM	Std Laptop	dock, 2x DP cables, keyboard/mouse	ArcGIS, Aviglon, Bluebeam Revu	yes	yes	City Hall	onsite	Rachel V.
Sam Scheffler	sscheffler	COR-RACC-SAMF	Surface	COR-RACC-SAMS	Std Laptop	dock, 2x DP cables, keyboard/mouse	Aviglon, Venus 1500	yes	yes	City Hall	onsite	Rachel V.
Caitlin Kodet	ckodet	COR-ADM-CAITLIN	Surface	COR-ADM-CAIT	Std Laptop	dock, dual monitors , keyboard/mouse	Aviglon, Bluebeam Revu, Movavi	yes	yes	City Hall	onsite	Rachel V.
Trenton Dammann	tdammann	COR-ATTY-AMYB	ProBook	COR-ATTY-TRENT	Std Laptop	dock, 2x DP cables, keyboard/mouse	Watchguard Video Player	yes	yes	City Hall	onsite	Rachel V.

Base apps for all users:
M365 Apps
Attendance on Demand
Incode

Meeting Date: July 18, 2023

AGENDA RECOMMENDATION

Agenda Item: 2023 Ford F150 Super Cab Purchase with Weelborg ford

Recommendation/Action Requested: Staff recommends approval of the purchase order.

Summary/Overview: The 2023 operating budget includes \$45,000.00 to move a 2015 Ford Explorer from the Electric Department to City Hall and replace with a 2023 Ford F150 pickup.

Attachments: Purchase Orders

Weelborg Ford Proposal - \$44,120.00
Olson Chevrolet Proposal- \$50,557.40

KAN-004440

WI

9-NORMAL, NB, 204440, PD202

8069

220230428

7001

U L C U R W I C
CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

013379
1229/2089

1FTEX1EP3

PKE37177 NB

GL13



ford.com

VEHICLE DESCRIPTION
F-150

2023 F-150 4X4 SUPERCAB
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO W/TOW M

PK **E37177**

EXTERIOR: OXFORD WHITE
INTERIOR: BLACK SPORT CLOTH40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST WAEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/B* SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 4YR/50,000 BUMPER-TO-BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE (MSRP)

EQUIPMENT GROUP 101A
XL SERIES

(MSRP)

OPTIONAL EQUIPMENT/OTHER

- 2.7L V6 ECOBOOST 275/60R18 SWAY ALL-TERRAIN 3.55 RATIO REGULAR AXLE 6500# GVWR PACKAGE NO CHARGE
- FRONT LICENSE PLATE BRACKET NO CHARGE
- STX APPEARANCE PACKAGE 2,585.00
- SYNC 4 W/ENHANCED VOICE RECOG
- REAR WINDOW DEFROSTER
- SIRIUS XM W/ 360L
- PRIVACY GLASS W/REAR DEFROSTE NO CHARGE
- 60 STATE EMISSIONS 315.00
- CLASS IV TRAILER HITCH NO CHARGE
- 18" 8-SPOKE GLOSS BLACK WHEELS NO CHARGE
- STX SPORT CLOTH 40/20/40

PRICE INFORMATION

BASE PRICE	\$42,995.00
TOTAL OPTIONS/OTHER	4,185.00
TOTAL VEHICLE & OPTIONS/OTHER	47,180.00
DESTINATION & DELIVERY	1,495.00
TOTAL BEFORE DISCOUNTS	48,675.00
XL DISCOUNT	- 750.00
STX APPEARANCE DISCT	- 750.00
TOTAL SAVINGS	- 1,500.00

EPA DOT Fuel Economy and Environment Gasoline Vehicle

Fuel Economy
20 MPG combined city/hwy
18 MPG city
24 MPG highway
 Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPG.
You spend \$3,000 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$2,200

Fuel Economy & Greenhouse Gas Rating (1-10) Best
 1 4 10 Best 10 6 10 Best

Smog Rating (1-10) Best
 1 4 10 Best 10 6 10 Best

This vehicle emits 435 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions (learn more at fuelconomy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 23 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.55 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
 Driver Passenger
 Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★
 Front seat Rear seat
 Based on the risk of injury in a side impact.

Rollover ★★★★★
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

46 BUILT YEARS TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass® Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford™. See in-vehicle settings for connectivity options.

*Based on 1971-2022 CY total sales.
 **Ford Pass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features. See FordPass Terms for details. Connected service and features depend on compatible AT&T network availability. Software technology/cellular network availability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

RAMP ONE	CC15	CONVOY ITEM # 58-B400 0/2	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
RAMP TWO			
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.			PD202 N RB 2X 350 004440 04 20 23

FORD PROTECT Continued Service Plan

Incl. on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOnline.com.

1FTEX1EP3PKE37177

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SCAN QR CODE 1FTEX1EP3PKE37177 TO ACCESS

Map & Data rates may apply. Text & Data rates apply.

fell dead weelberg Ford

07/12/2023

\$44,120.00 plus any tax, lic or fee

2202304287001



Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Custom (Complete)

Window Sticker

SUMMARY

[Retail] 2023 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Custom MSRP:\$48,700.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty

OPTIONS

CODE	MODEL	MSRP
CK20953	[Retail] 2023 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Custom	\$48,700.00
OPTIONS		
1CX	Custom Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
A2X	Seat adjuster, driver 10-way power	\$290.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
BTV	Remote vehicle starter system	Inc.
C49	Defogger, rear-window electric	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGG	GVWR, 10,750 lbs. (4876 kg)	Inc.
JL1	Trailer brake controller, integrated	Inc.
KC9	Power outlet, bed mounted, 120-volt	Inc.
KI4	Power outlet, instrument panel, 120-volt	\$225.00
L8T	Engine, 6.6L V8	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00
PCX	Custom Convenience Package	\$1,075.00

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Data Version: 19452. Data Updated: May 17, 2023 6:42:00 PM PDT.



Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Custom (Complete)

QT5	Tailgate, gate function manual with EZ Lift	Inc.
UF2	LED Cargo Area Lighting	Inc.
SUBTOTAL		\$50,440.00
Adjustments Total		\$0.00
Destination Charge		\$1,895.00
TOTAL PRICE		\$52,335.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 19452. Data Updated: May 17, 2023 6:42:00 PM PDT.



Vehicle: [Retail] 2023 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Custom (✓
Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	\$46,070.20	\$48,700.00
Total Options	\$1,583.40	\$1,740.00
Vehicle Subtotal	\$47,653.60	\$50,440.00
Dealer Advertising Adjustment	\$1,008.80	\$0.00
Destination Charge	\$1,895.00	\$1,895.00
Grand Total	\$50,557.40	\$52,335.00

- Rebate
on Fleet

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Data Version: 19452. Data Updated: May 17, 2023 6:42:00 PM PDT.



Amy Kerkhoff
Accounts Receivable/Customer Service Coordinator
Phone: 507-616-7400
Fax: 507-637-2417
akerkhoff@ci.redwood-falls.mn.us

AGENDA RECOMMENDATION

Meeting Date: July 18, 2023

Agenda Item: Resolution No. 30 of 2023 – Resolution Adopting Assessments for Delinquent Utility Accounts
Resolution No. 31 of 2023 – Resolution Adopting Assessments for Unpaid Maintenance Costs
Resolution No. 32 of 2023 – Resolution Adopting Assessments for Unpaid Surcharges

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

Summary/Overview: Attached for your consideration are three resolutions handling delinquent utility, maintenance cost charges and surcharges that are 30 days past due. Similar resolutions are brought to the Council on a quarterly basis in order to improve the time between the delinquent utility bill and our ability to disclose the information to new owners. The delinquent account resolutions will be presented at the first meeting in January, April, July, and October. Staff recommends approval of the resolutions as mentioned above.

Delinquent Process:

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

Attachments: Resolution No. 30 of 2023
Resolution No. 31 of 2023
Resolution No. 32 of 2023

**RESOLUTION NO. 30 OF 2023
RESOLUTION ADOPTING ASSESSMENTS FOR DELINQUENT UTILITY ACCOUNTS**

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

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

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

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

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

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

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

ACCOUNT	LEGAL DESCRIPTION	PARCEL	AMOUNT
01-03400	ORIGINAL – SOUTH 50’ OF WEST 55’ LOT 5 & SOUTH 50’ LOT 6, BLOCK 10	88-200-1800	\$2,423.62
01-03420	ORIGINAL – LOT 1, BLOCK 12	88-200-2080	\$289.64
01-03920	ORIGINAL – 2 ND NORTH 24’ LOTS 11 & 12, BLOCK 15	88-200-2620	\$196.05
01-04080 01-04130	ORIGINAL – PART OF LOTS 7 & 8 COMMENCE 24’ NORTH OF SOUTHWEST CORNER LOT 7 NORTH 48’, EAST 120, SOUTH 48’, WEST 120’ TO POB, BLOCK 10	88-200-1840	\$292.97
01-04120	ORIGINAL – COMMENCE 44’ NORTH OF SOUTHEAST CORNER BLOCK, WEST 100’, NORTH 20’, EAST 100’, SOUTH 20’ TO POB, BLOCK 18	88-200-3560	\$752.75
01-04170	ORIGINAL – SOUTH 48’ OF EAST 40’ LOT 11 & SOUTH 48’ LOT 12, BLOCK 15	88-200-2580	\$4,123.09
01-05510	HITCHCOCK 2 ND – NORTH ½ LOT 1 & EAST 40’ OF NORTH ½ LOT 2, BLOCK 4	88-423-0620	\$176.28
02-01550	HITCHCOCK – LOT 8, BLOCK 11	88-422-2280	\$176.28
02-04630	LAMBERTON – LOT 5, BLOCK 1	88-533-0100	\$184.18
02-07130	EASTERN – LOT 5, BLOCK 6	88-323-1100	\$180.23
02-07480	HITCHCOCK 2 ND – LOT 1, BLOCK 7	88-423-1160	\$59.02
03-00760	WATSON 1 ST – NORTH ½ LOTS 1 & 2, BLOCK 1	88-865-0060	\$136.82
03-04320	WATSON 3 RD – LOTS 5 & 6 EXCEPT COMMENCE 17’ EAST OF SOUTHWEST CORNER; THENCE WEST 17’, NORTH TO NORTHWEST CORNER, EAST 50’, SOUTHWESTERLY TO POB OF LOT 6, BLOCK 10	88-867-1740	\$184.18
04-00080	NORTHWOOD TERRACE 4 TH – LOT 1, BLOCK 3	88-613-0640	\$1,673.73
04-02190	K-V – LOT 7, BLOCK 2	88-505-0320	\$180.23
06-02140	AUDITOR SUBDIVISION 1 – COMMENCE NORTHWEST CORNER LOT 21, THENCE EAST 40’, SOUTH 240’, WEST 40’, NORTH 40’ TO POB, 01-112-36	88-001-2031	\$180.23
01-00890	HITCHCOCK 2 ND – COMMENCE 90’ EAST OF NORTHWEST CORNER BLOCK 50’ X 140’, BLOCK 1	88-423-0100	\$107.72

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 18th day of July 2023.

ATTEST:

Keith T. Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me

This 18th day of July 2023.

RESOLUTION NO. 31 OF 2023
RESOLUTION ADOPTING ASSESSMENTS FOR UNPAID MAINTENANCE COSTS

WHEREAS, Sections 7.05 and 11.15 of the Redwood Falls City Code of Ordinances imposes certain maintenance obligations upon every property owner; and

WHEREAS, said sections provide that in the event the property owner fails to do so, the City may go upon the property and perform the necessary maintenance; and

WHEREAS, said sections further provide that the costs associated therewith may be certified as special assessments against such property; and

WHEREAS, on or about the date as hereinafter set forth, the City found it necessary to perform the necessary maintenance on the following described properties, all of which are located in the City of Redwood Falls, Redwood County, Minnesota; and

WHEREAS, the City incurred costs as specified herein in maintaining the said properties; and

WHEREAS, the owner(s) of said properties has failed or refused to pay the said amount; and

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

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

1. The properties listed below are hereby specially assessed in the amount specified for each parcel. The amounts certified may include a \$50.00 assessment fee.
2. Such assessments shall be payable in a single installment.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property to the City Treasurer.
4. The Accounts Receivable Coordinator shall forthwith transmit certified duplicates of the assessments to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ACCOUNT #	LEGAL DESCRIPTION	PARCEL #	AMOUNT
02-01550	HITCHCOCK, LOT 8, BLOCK 11	88-422-2280	\$102.01
03-04320	WATSON 3 RD , LOTS 5 & 6 EXCEPT COMMENCE 17' EAST OF SOUTHWEST CORNER; THENCE WEST 17', NORTH TO NORTHWEST CORNER, EAST 50', SOUTHWESTERLY TO POB LOT 6, BLOCK 10	88-867-1740	\$128.85

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 18th day of July 2023.

ATTEST:

Keith T. Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me
This 18th day of July 2023.

Notary Public

RESOLUTION NO. 32 OF 2023
RESOLUTION ADOPTING ASSESSMENTS FOR UNPAID SURCHARGES

WHEREAS, Sections 3.40 and 3.50 of the Redwood Falls City Code of Ordinances prohibit clear water drainage into the public sanitary sewer and require an inspection of each building within the City to confirm that there is no discharge of prohibited clear water drainage; and

WHEREAS, said sections provide that in the event a property owner fails to schedule an inspection and/or provide the required affidavit proving inspection and compliance, the City may impose a monthly surcharge in an amount duly adopted by the City Council and set forth in the City's fee schedule; and

WHEREAS, Section 3.50, Subd. 9 further provides that if said surcharge is not received by the City, the City may assess the unpaid balance against the property and collect in a like manner, as are special assessments.; and

WHEREAS, on or about the date as hereinafter set forth, surcharges remain unpaid to the City for the following described properties, all of which are located in the City of Redwood Falls, Redwood County, Minnesota; and

WHEREAS, the owner(s) of said properties has failed or refused to pay the said amount(s); and

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment of unpaid surcharges listed below.

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

1. The properties listed below are hereby specially assessed in the amount specified for each parcel. The amounts certified may include a \$50.00 assessment fee.
2. Such assessments shall be payable in a single installment.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property to the City Treasurer.
4. The Accounts Receivable Coordinator shall forthwith transmit certified duplicates of the assessments to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ACCOUNT #	LEGAL DESCRIPTION	PARCEL #	AMOUNT
02-11800	HITCHCOCK 2 nd , LOT 1, BLOCK 10	88-423-1860	\$400.00
02-07480	HITCHCOCK 2 nd , LOT 1, BLOCK 7	88-423-1160	\$1,350.00

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 18th day of July 2023.

ATTEST:

Keith T. Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me
This 18th day of July 2023.

Notary Public

Meeting Date: July 18, 2023

Agenda Recommendation

Agenda Item: Review and Approval of Policies:

- Policy #7; Vehicle Pursuit and Emergency Vehicle Operations (revised)
- Policy #37; Body Worn Cameras (revised)
- Policy #42; Mental Health Crisis Data (new)
- Policy #43; Emergency Vehicle Operations (new)

Recommendation/Action Requested: Staff Recommends approval of policies.

Summary/Overview:

Policy #7; Vehicle Pursuit and Emergency Vehicle Operations (Revised)

Every five years all Minnesota peace officers are required to attend Emergency Vehicle Operations Course (EVOC). Once this course is completed peace officers are eligible to attend Pursuit Intervention Technique (PIT). PIT teaches officers how to use the squad car to make contact and disable a pursuing vehicle at relatively low speeds in order to prevent further pursuit. RFPD officers have expressed interest in PIT training but Policy #7 does not currently address this training or technique. Furthermore, Policy #7 does not address the use of Stop Sticks. Stop sticks are deployed in front of a pursued vehicle to quickly deflate the tires and disable the vehicle. RFPD has, and has deployed, Stop Sticks.

The proposed revision to Policy #7 covers PIT techniques and the deployment of Stop Sticks. The bulk of this revised verbiage was taken from the Minnesota State Patrol policy. It provides guidance on the appropriate times and conditions for the use of both PIT and Stop Sticks as well as the types of vehicle to use these tactics.

Draft Policy #42; Mental Health Crisis Data. In 2022 the League of Minnesota Cities (LMC) developed a draft policy to address law enforcement gathering, use, storage and destruction of mental health data which is obtained during a response to a person in a mental health crisis. At this time, RFPD has no policy to specifically address this type of data. Due to the sensitive nature of mental health data, and at the recommendation of LMC, draft Policy #42 was created. The draft closely mirrors the recommended language put forth in the LMC draft policy.

Mental Health Crisis Data could come from numerous sources such as mental health treatment facilities, mental health care providers, or case managers to name a few. Once obtained by law enforcement draft Policy #42 lays out specific rules for the use, storage, and destruction of that data.

Note: The attached revised verbiage for Policy #42 is not formatted with correct font, margins, or layout to conform to the current RFPD Policy Manual. If approved, that formatting will be made before the policy will be added to the RFPD manual.

Policy #37; Body Worn Cameras (Revised)

Redwood Falls Police Officers assigned to assist the Brown/Lyon/Redwood/Renville Drug Task Force (BLRR/DTF) or Emergency Response Unit (BLRR/ERU) wear department issued Body Worn Cameras (BWC) while working in support of those units' operations. The operations of these units is very different than patrol operations and requires a different policies with regard to the activation and use of BWC. RFPD Policy #37 currently makes no distinction for RFPD officers when using the BWC for patrol operations, drug task force operations, or emergency response unit operations. Without this distinction the officers are required to follow policies that are in conflict with the operational needs of BLRR/DTF and BLRR/ERU.

The proposed revised language directs officers assigned to and actively participating in BLRR/DTF or BLRR/ERU operations to utilize their BWC under the policies of those respective units. However, once that data is obtained it will be retained and disseminated in accordance with MN Data Practices laws and RFPD policy.

It is important to note the revised language proposed for Policy #37 is similar to language that is, or will be, implemented by the other law enforcement agencies that have members working with BLRR/DTF or BLRR/ERU. In addition, the attached revised verbiage for Policy #37 is not formatted with correct font, margins, or layout to conform with RFPD Policy Manual. If approved, that formatting will be made before the policy will be added to the manual.

Draft Policy #43; Emergency Vehicle Operations

In Spring, 2023, the League of Minnesota Cities Insurance Trust (LMCIT) developed a model policy that was distributed to member law enforcement agencies to address Emergency Vehicle Operations. The purpose of the draft model policy was to minimize operational liability and fulfill the statutory obligation that law enforcement agencies make reasonable efforts to guide officer in the safe and responsible performance of their emergency vehicle response duties.

This policy differs from the POST mandated Vehicle Pursuit and Emergency Vehicle Operations (RFPD Policy #7; Vehicle Pursuit and Emergency Vehicle Operations) in that it applies to a more broad use of squad cars and not in the narrow use of vehicle pursuit. In addition, it defines what constitutes an emergency, when a squad may be used for emergency response, when emergency response should be discontinued, and, among other details, when a squad is actually in emergency response mode.

Note: The attached revised verbiage for Policy #43 is not formatted with correct font, margins, or layout to conform to the current RFPD Policy Manual. If approved, that formatting will be made before the policy will be added to the RFPD manual.

Attachments:

Draft verbiage to be added to Policy #7; Vehicle Pursuit and Emergency Vehicle Operations

Draft verbiage to be added to Policy #37; Body Worn Cameras

Draft Policy #42; Mental Health Crisis Data.

Draft Policy #43; Emergency Vehicle Operations

Update Verbiage to Policy #7; Vehicle Pursuit and Emergency Vehicle Operations

Definitions:

Pursuit Intervention Technique (PIT): PIT is a specific and controlled type of intentional contact between a squad car and a fleeing vehicle that is executed by officers who have received specialized training. PIT maneuver is intended to force a rotation of the pursued vehicle causing it to become disabled but at speeds which are low enough to minimize danger to the officer, pursued driver, and the general public.

Stop Sticks: A device deployed by an officer in advance of a pursued vehicle which quickly deflates the pursued vehicles tires.

Intentional Contact: Controlled contact between a squad and a pursued vehicle at low speeds with the intention of safely ending a vehicle pursuit.

New Section (to be numbered after approval)

- **Pursuit Intervention Tactics**

Before deploying stop sticks, executing a PIT maneuver, or having intentional contact with a pursued vehicle officers must consider the necessity to continue the pursuit and the potential dangers involved. In addition, officers must consider the practicality of the chosen tactic, likelihood of success, and the safety of officers, suspects, and the public.

- **Stop Sticks**

1. Use of stop sticks on a vehicle with less than four wheels will be considered a use of deadly force. Stop sticks may be used on a vehicle that is no longer actively pursued by law enforcement but is still fleeing or has recently fled from law enforcement.
2. Stop sticks may be deployed after considering the totality of circumstances including, but not limited to:
 - a. Reasonable determination further attempts to stop the vehicle will be futile
 - b. Reasonable knowledge the driver of the vehicle has not changed
 - c. Knowledge the vehicle has been in view of pursuing law enforcement personnel, video surveillance or aviation units.

- **Pursuit Intervention Technique (PIT)**

1. When a PIT trained officer determines the technique is appropriate it should be utilized at the earliest possible time in the pursuit.
2. PIT maneuvers should be executed at speeds of 40 miles per hour or less on straight roads or 25 miles per hour or less in cornering situations. Speeds in excess of this may be considered deadly force.
3. PIT is not allowed in the following circumstances unless deadly force is justified:
 - a. On a vehicle with less than four wheels

- b. On a vehicle pulling a trailer
- c. On unconventional vehicles including, but not limited to: straight trucks, recreational vehicles, off-road vehicles, all terrain vehicles (ATV).

-Intentional Contact

1. Intentional contact shall be considered a use of force and must be reported as both a pursuit and use of force. Intentional contact shall only be used when other intervention tactics have been considered and determined to be not practical.
2. Intentional contact shall be considered a use of force, and potentially deadly force depending on the circumstances such as speed, road conditions, weather, presence of pedestrians, etc. and must be reasonably applied based on the totality of the circumstances.
3. Intentional contact with any vehicle with fewer than four wheels shall only be used if deadly force is authorized.

City of Redwood Falls, Minnesota

Mental Health Crisis Data

Purpose

Minnesota law requires certain entities and mental health providers to supply information to law enforcement, upon proper request, to aid in safely addressing a pending mental health crisis. This policy establishes procedures for requesting, documenting, using, retaining, and safeguarding the privacy of such information.

Policy

It is the policy of the Redwood Falls Police Department to encourage officers to seek and utilize information from mental health professionals, practitioners, and other care providers to aid in the safe resolution of individual crisis situations. Officers of the Redwood Falls Police Department may initiate requests for this information when practicable and deemed advisable. Information obtained in response to such requests shall be documented, utilized, and retained in accordance with applicable laws and this policy.

Definitions

The following phrases and words have special meanings as used in this policy:

- A. **Mental Health Crisis Data (MHCD)** means data on individual clients or patients that is sought and received from community mental health centers, mental health divisions of counties and providers under contract with them, or private sector mental health providers for the purpose of safely responding to a mental health crisis.
- B. **Person in Crisis (PIC)** refers to an individual who is experiencing or is suspected or reported to be experiencing a mental health crisis.
- C. **Requestee** refers to an entity or individual asked to supply Mental Health Crisis Data to a law enforcement agency.
- D. **Requestor** refers to an officer or employee of the Redwood Falls Police Department who makes a request for Mental Health Crisis Data.

When MHCD may be Sought

Provisions of the Minnesota Government Data Practices Act (Minn. Stat. § 13.46, subd. 7) and the Minnesota Health Records Act (Minn. Stat. § 144.294, subd. 2) require mental health providers and certain entities to supply information to law enforcement when a client or patient is currently involved in a mental health crisis, and disclosure of the information is necessary to protect the health and safety of that person or another. These laws use the definition of “mental health crisis” found in Minnesota Statutes, § 256B.0624, subdivision 2(j):

“Mental health crisis” is a behavioral, emotional, or psychiatric situation that, without the provision of crisis response services, would likely result in

significantly reducing the recipient's levels of functioning in primary activities of daily living, in an emergency situation under section 62Q.55, or in the placement of the recipient in a more restrictive setting, including but not limited to inpatient hospitalization.

A situation will qualify as a mental health crisis under this definition, thus enabling the Redwood Falls Police Department to seek mental health data, if:

- A. The subject appears to be experiencing a behavioral, emotional, or psychiatric episode, and
- B. It would likely result in one of the following outcomes, absent the assistance of a mobile crisis provider:
 - 1. The person being unable to take care of basic functions like bathing, eating, dressing, and toileting; or
 - 2. The person needing to be transported to a hospital for an emergency medical condition; or
 - 3. The person being taken into custody for a transport hold; and
- C. The information being sought is necessary to protect the health or safety of the PIC or another.

Requesting and Obtaining MHCD:

Officers of the Redwood Falls Police Department should adhere to the following procedures in requesting MHCD:

- A. Officers responding to a mental health crisis may request information themselves or have another officer, a dispatcher, or appropriate staff member contact requestees with information requests.
- B. Entities and individuals that are obligated to respond to requests for information include community mental health centers, mental health divisions of a county, and mental health providers including psychiatrists, psychologists, therapists, mental health professionals, mental health practitioners, and case managers.
- C. Provide a name and phone number for the PIC's psychiatrist, psychologist, therapist, mental health professional, practitioner, or case manager, if known; and strategies to address the mental health crisis.
- D. Under the law, the requestee is to provide law enforcement with the minimum information necessary to safely respond to the mental health crisis. It may be necessary and appropriate for the requestor to share information with the requestee about the

dynamics and circumstances of the crisis in order to demonstrate law enforcement's need for information. Requestors should not ask for information about the PIC's diagnosis.

- E. Once obtained, MHCD may be shared with other officers and members of this agency as is reasonably necessary to safely address the crisis. The information may not be used for any other purpose.

Data Practices

The following shall apply to mental health crisis data obtained by this agency:

- A. **What to document.** The requestor shall document their own identity, the name of the PIC, and the identity of the person (or entity, if the name of the person is not available) that supplied data in response to the request for MHCD. In addition:
 - 1. Information obtained about strategies for resolving crisis situations with the PIC, including any circumstances that call for particular approaches, should be documented.
 - 2. Any information that the requestee provided about the PIC's diagnosis should not be documented.
 - 3. The officer assigned as primary on the call shall ensure that the PIC is informed that mental health data was obtained, and that this notification to the PIC is documented.
- B. **How to label and store the information.** Incident reports that contain MHCD shall be labeled or flagged as such. This data may only be stored on and accessed through current City of Redwood Falls in-house, records managements systems and technologies.
- C. **Private data.** MHCD is and shall be administered as private data on the person in crisis.
- D. **Accessing stored MHCD.** Officers and other agency personnel may access MHCD data only when their job assignment reasonably requires access to it. For a peace officer, a business need exists if it is foreseeable that the officer may be tasked in the future to respond to a mental health crisis involving the person who is the subject of the MHCD.
- E. **Use of MHCD.** Mental Health Crisis Data may only be used for purposes of responding to mental health crisis situations involving the individual PIC. The data may not be used for any other purpose, such as furthering a criminal investigation or in connection with a charging decision.
- F. **Retention of MHCD.** Mental Health Crisis Data documents received from a requestee shall be retained only as long as necessary to resolve the incident and no longer than seven days after the conclusion of the incident.

Updated Verbiage to Policy #37; Body Worn Cameras

Section C, #1a: Officers assigned to the Brown/Lyon/Redwood/Renville Drug Task Force (BLRR/DTF) or Brown/Lyon/Redwood/Renville Emergency Response Unit (BLRR/ERU) shall operate their assigned body worn camera in accordance with the policy of the BLRR/DTF or BLRR/ERU when performing duties in support of their operations. At the conclusion of their assigned duties the data obtained by the officer's body worn camera shall be uploaded at the RFPD offices, retained and disseminated in accordance with RFPD policy.

City of Redwood Falls, Minnesota

Emergency Vehicle Operations

Purpose

This policy provides guidance to officers in the safe and responsible operation of emergency vehicles. ([Minn. Stat. § 626.8458, subd. 1](#)). It does not encompass pursuit decisions or tactics.

Policy

It is the policy of the Redwood Falls Police Department that officers exercise sound professional judgment in the operation of emergency vehicles and be mindful of our overarching duty to protect public safety. Emergency driving is sometimes necessary to meet urgent public safety needs, but it involves increased risks to persons and property. Officers must balance these risks against the need for a prompt response, while also driving with due regard for the safety of others. ([Minn. Stat. § 169.17](#)).

Guidelines

1. For the purposes of this policy, an emergency is a situation that, in the exercise of sound professional judgment, calls for arriving somewhere more promptly than could be accomplished by routine driving in order to protect life, safety, property, render medical assistance, or to apprehend one who has committed or is suspected of committing an offense.
2. Officers must discontinue an emergency response when:
 - a. Circumstances indicate the risk created by emergency driving plainly outweighs the necessity of arriving quickly;
 - b. The emergency situation has ceased to exist; or
 - c. When directed by a supervisor to discontinue.
3. To operate in emergency status, the police vehicle must be sounding its siren or displaying at least one lighted red light to the front. ([Minn. Stat. §§ 169.03, subd. 2; 169.17](#)). Officers should use both lights and siren when doing so would enhance safety without hindering a law enforcement objective. The use of a siren might hinder a law enforcement objective when, for example, nearing the scene of a reported crime in progress.
4. Officers must exercise sound professional judgment in gauging their speed and manner of driving. There are multiple factors that bear on safety during emergency driving, including but not limited to road, traffic, weather, and lighting conditions, time of day, and the presence of pedestrians. Officers should take these and other relevant factors into account and respond in a manner that does not, given the urgency of the situation, unreasonably endanger others.

Statutory Framework

The Minnesota traffic code provides specific exemptions for emergency vehicles that apply when an officer is responding to an emergency or is in immediate pursuit of an actual or suspected violator. These exemptions allow officers operating an emergency vehicle to:

1. Proceed cautiously past a red light or stop sign after slowing down as necessary for safety ([Minn. Stat. § 169.03, subd. 2](#));
2. Travel faster than the speed limit ([Minn. Stat. § 169.17](#));
3. Enter against the run of traffic on a one-way street or highway to get to the place of the reported emergency ([Minn. Stat. § 169.03, subd. 3](#)); and
4. Stop or park as necessary at the scene of an emergency, without regard to laws or ordinances that regulate parking or stopping in traffic. ([Minn. Stat. § 169.03, subd. 4](#)).

However, driving conduct that is not specifically covered by an exemption may still be permissible when officers: (1) are balancing the need for arriving quickly against the risks of the emergency response; and (2) driving with due regard for the safety of others.

Training

Officers whom the Chief of Police determines may be involved in police pursuits are required to undergo the training specified by [Minn. Stat § 626.8458 subd. 5](#) for pursuits and emergency vehicle operations. Other officers who operate vehicles in emergency status should receive in-service training in emergency vehicle operations as may be directed.



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

Meeting Date: July 18, 2022

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 33 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: In response to the Advertisement for Bids, the City received six (6) bids for construction of the 2023 4th Street Improvements (MSAS 119) SP 207-119-001. The bids were opened and publicly read at 10:00 a.m. on June 16, 2023, at City Hall.

The results of the bids are tabulated and provided for Council consideration. The bids ranged between \$3,194,251.65 and \$4,270,626.22. The Summary of Bids is attached.

The low responsible bidder was M.R. Paving and Excavating, Inc. of New Ulm, MN. The low bid was 16% below the Engineers Estimate of \$3,793,261.75 and the second low bidder was 9% above the low bidder.

In accordance with Minnesota Statute § 16C.285, M.R. Paving and Excavating, Inc. furnished the executed Responsible Contractor Verification and Certification of Compliance form. Additionally, the MnDOT Office of Civil Rights has approved M.R. Paving and Excavating, Inc. Disadvantaged Business Enterprise Commitment and has authorized award of this project to them.

Attached is the letter of recommendation for the award from Owen Todd P.E. appointed City Engineer. Staff recommends awarding the contract to M.R. Paving and Excavating, Inc. in the amount of \$3,194,251.65. It is unlikely that re-bidding the project would result in more bids or more competitive bids.

Attachments: Resolution No. 33 of 2023
 Recommendation to Award by Owen Todd P.E. Bolton & Menk Inc.
 Summary of Bids

RESOLUTION NO. 33 OF 2023

**AUTHORIZATION TO EXECUTE
AWARD OF CONTRACT
FOR THE 2023 4TH STREET IMPROVEMENTS
(MSAS 119) SP 207-119-001**

WHEREAS, the City of Redwood Falls is authorized to enter into a contract with M.R. Paving and Excavating, Inc. pursuant to Minnesota Statutes § 412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, at the May 16th, 2023, City Council meeting, the Council authorized the Advertisement for Bids for the 2023 4th Street Improvements (MSAS 119); and

WHEREAS, on Friday, June 16th, 2023, at 10:00 a.m., six bids were received and opened at City Hall; and

WHEREAS, M.R. Paving and Excavating, Inc. of New Ulm, MN is the competent, low apparent bidder for construction of the 2023 4th Street Improvements in the amount of \$3,194,251.65; and

WHEREAS, recommendation to award the contract to M.R. Paving and Excavating, Inc. has been made by the City's appointed Engineer, Owen J. Todd, Bolton and Menk, Inc.

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

1. The bid and subsequent contract described above is awarded, approved, and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The Public Works Project Coordinator shall be listed as the Project Representative on behalf of the City of Redwood Falls.
3. The Mayor and/or City Administrator are authorized to execute this contract and any amendments on behalf of the City of Redwood Falls pursuant to the Redwood Falls Procurement Policy
4. The awarded contract described above shall be maintained and insured as allowed by law.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 18th day of July 2023.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



Real People. Real Solutions.

1243 Cedar Street NE
Coopy Eye, MN 56085

Ph: (507) 794-5541
Fax: (507) 794-5542
Bolton-Menk.com

July 10, 2023

VIA E-MAIL

Jim Doering, Public Works Project Coordinator
City of Redwood Falls
333 S. Washington St.
P.O. Box 526
Redwood Falls, MN 56283

RE: 4th Street Improvements (MSAS 119)
SP 207-119-001
City of Redwood Falls
Redwood Falls, MN
BMI Project No.: S14.116997

Dear Jim:

In response to the Advertisement for Bids, the Council received 6 proposals for the construction of the referenced project. The proposals were opened and publicly read at 10:00 a.m. on June 16, 2023.

The bids ranged between \$3,194,251.65 and \$4,270,626.22. The Summary of Bids is attached.

The low bidder was M.R. Paving and Excavating, Inc. of New Ulm, MN. The low bid was 16% below the Engineer's Estimate of \$3,793,261.75 and the second low bidder was 9% above the low bidder.

In accordance with Minnesota Statutes §16C.285, M.R. Paving and Excavating, Inc. has furnished the executed Responsible Contractor Verification and Certification of Compliance form. Additionally, the MnDOT Office of Civil Rights has approved M.R. Paving & Excavating, Inc. Disadvantaged Business Enterprise Commitment and has authorized award of this project to them.

It is unlikely that re-bidding the project will result in more bids or more competitive bids. The bids appear to be responsive and responsible. If the Council determines the project is financially feasible, we recommend awarding the contract to M.R. Paving and Excavating, Inc. in the amount of \$3,194,251.65.

Please contact our office with any questions or comments regarding this project.

Sincerely,
Bolton & Menk, Inc.

A handwritten signature in blue ink, appearing to read 'Owen J. Todd'.

Owen J. Todd, P.E.

OJT/jlj



**BOLTON
& MENK**

Real People. Real Solutions.

1243 Cedar Street NE
Sleepy Eye, MN 56085

Ph: (507) 794-5541
Fax: (507) 794-5542
Bolton-Menk.com

Summary of Bids

Project:	4 th Street Improvements – SP 207-119-001	Bid Letting:	June 16, 2023
Client:	City of Redwood Falls	Time:	10:00 a.m.
Project No.:	S14.116997		
Addendum(s)	No. 1: 6-7-23; No. 2: 6-13-23		

Bidder	Bid Amount	Remarks
M.R. Paving and Excavating, Inc. New Ulm, MN 56073	\$3,194,251.65	
Landwehr Construction, Inc. St. Cloud, MN 56302	\$3,485,135.80	
Hjerpe Contracting, Inc. Hutchinson, MN 55350	\$3,627,380.38	
Duininck, Inc. Prinsburg, MN 56281	\$3,693,507.45	
Geislinger & Sons Watkins, MN 55389	\$3,992,879.45	
Kuechle Underground Inc. Kimball, MN 55353	\$4,270,626.22	

Meeting Date: July 18, 2023

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 34 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: Resolution No. 34 is a resolution of support for the State of Minnesota Capital Budget request for \$1,000,000.00 in 2024 general obligation bonds for Library construction funding. In addition, a separate request for \$3,386,000.00 in 2024 general obligation bonds for the Redwood Falls Municipal Airport runways, lighting replacement and storm water project is also being made.

Staff recommends approval of Resolution No. 34 in support of both submissions for library and airport rehabilitation funding. When two applications are made in the same bonding year, Statute requires that they are ranked. Staff has worked with Senator Dahms' office and deliberated that for ranking purposes the library be ranked first since this is its first submission and the airport project second since it has been before committee in prior bonding years.

The first submission is for \$1,000,000.00 in 2024 general obligation bonds for Library construction funding to be used in conjunction with private contributions and State Library Construction funding.

The second submission is for \$3,386,000.00 to be used in conjunction with \$3,890,000.00 in federal airport improvement plan (AIP) funding to complete the entire scope of the project of \$7,276,000.00.

Attachments: Resolution No. 34 of 2023

RESOLUTION NO. 34 OF 2023

**RESOLUTION OF SUPPORT FOR THE STATE OF MINNESOTA CAPITAL BUDGET
REQUEST FOR THE REDWOOD FALLS PUBLIC LIBRARY EXPANSION AND THE
REDWOOD FALLS MUNICIPAL AIRPORT REHABILITATION PROJECT**

WHEREAS, the City of Redwood Falls (“City”) is authorized to enter into an agreement with the State of Minnesota pursuant to Minnesota Statutes Section 412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, the Redwood Falls City Council has prioritized these projects as high priority; and

WHEREAS, the City is requesting \$1,000,000 in the form of State 2024 General Obligation Bond funds to be used in conjunction with State Library Construction Funding and contributions from private sources to design, construct, furnish and equip the renovation and expansion of the Redwood Falls Public Library; and

WHEREAS, the City is also requesting \$3,386,000.00 in the form of State 2024 General Obligation Bond funds to be used in conjunction with up to \$3,890,000.00 in Federal Aviation Airport Improvement Plan funding to implement Airport runways 12/30 reclamation, lighting rehab and storm water improvements; and

FURTHERMORE, the Mayor and/or City Administrator are authorized to execute this application/request, agreement, memorandum, contract, pre-applications, grant applications, subsequent federal and state grant agreements and amendments and negotiate in good faith, as are necessary to implement the projects pursuant to the Redwood Falls Procurement Policy.

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

1. The Capital Budget Request for the projects outlined above is fully supported, approved, and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. As required by Minnesota Statute 16A.11, subd. 3a, the City Council assigns the following rank to each project based on priority order:
 1. Redwood Falls Library Expansion
 2. Redwood Falls Municipal Airport Rehabilitation Project

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 18th day of July, 2023.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
18th day of July, 2023.

Notary Public

Meeting Date: July 18, 2023

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 35 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 2-year contract is for the MNDOT Maintenance and Operation funding for the Redwood Falls Municipal Airport. The contract is for \$39,634.50 per fiscal year totaling \$79,269.00. All eligible costs will be reimbursed on a quarterly basis as described under §5.2 Payment.

Attachments: Resolution No. 35 of 2023
MNDOT Contract No. 1053315

RESOLUTION NO. 35 OF 2023

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

WHEREAS, the City of Redwood Falls is resolved to the following: That the State of Minnesota Contract No. 1053315, "Airport Maintenance and Operation Grant Contract", at the Redwood Falls Municipal Airport is accepted.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 18th day of July 2023.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF REDWOOD

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the City of Redwood Falls at an authorized meeting held on the 18th day of July 2023, as shown by the minutes of the meeting in my possession.

Keith Muetzel
City Administrator

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

(Corporate Seal)

Notary Public

**STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

State Project Number (S.P.): A6401-MO24
State Project Number (S.P.): A6401-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Redwood Falls acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$39,648.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$79,296.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
Address: Office of Aeronautics,
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Keith Muetzel, City Administrator, City of Redwood Falls
Address: 333 South Washington Street, Post Office Box 526, Redwood Falls, MN 56283
Telephone: (507) 637-5755
E-Mail: kmuetzel@ci.redwood-falls.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

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

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____



Cologne Office:
10555 Orchard Road
Cologne, MN 55322
Phone: (952) 356-2992
shannon@daviddrown.com

July 12, 2023

City of Redwood Falls
Attn: Keith Muetzel, City Administrator
Attn: Kari Klages, Director of Finance
P.O. Box 526
Redwood Falls, MN 56283

RE: GO Utility Revenue Bonds – 4th Street Project

Honorable Mayor, Council Members, Administrator Muetzel, and Director Klages:

The purpose of this letter is to provide our recommendations regarding the competitive sale of bonds to finance utility improvements associated with the 4th Street Reconstruction Project. Project bids have been received and authorized for approval at this time by participating agencies.

Based on the bids received, project costs will be allocated to the following sources:

Federal STIP Funding	\$1,693,670.50
Municipal State Aid Funding	855,553.12
City of Redwood Falls	<u>1,370,028.03</u>

The total cost to the City of Redwood falls including project financing costs, and the proposed project financing includes the following:

Utility Reconstruction	\$1,370,028.03
Underwriter's Discount	20,020.00
Finance & Legal	32,000.00
Rating Agency	13,500.00
TOTAL PROJECT COST:	\$1,435,548.03

The funding sources to be utilized to finance the costs outlined above include the following:

2023A General Obligation Bonds	\$1,430,000.00
Construction Fund Earnings	5,548.03

Payment and Revenue Requirements:

Annual payments on the utility revenue bonds will average approximately \$105,000 per year with the water fund contributing 44% of the payment, and the sanitary sewer fund contributing 38% of that payment, and the storm sewer fund contributing 18% of the payment. The repayment term of the bond issue has been structured over a 20-year term (see attached cash flow).

Alternatives Considered:

The Minnesota Public Facilities Authority and USDA-Rural Development are governmental sources of loan and grant funds for projects like this. Presently the issuance of bonds is a competitive alternative due to the relatively small project size, lack of grant eligibility, and the additional project expenses that would be incurred using those programs. If capacity remains available in the program, we do intend to use the State's credit enhancement program which provides a limited debt service guarantee by the State of Minnesota. That guaranty produces a slightly better (lower) interest rate when used for utility projects.

\$1,430,000 General Obligation Utility Revenue Bonds – Series 2023A:

If the Council chooses to finance the utility reconstruction costs as proposed, David Drown Associates, Inc. recommends the following:

- 20-year term on utility project financing (consistent with past projects)
- Bonds callable any time after 2/1/2031
- Sale of bonds utilizing a competitive sales process
- We do recommend using the State's credit enhancement program if available
- We do recommend purchasing a Standard & Poor's Rating

Schedule and Issuance:

If determined to be appropriate to proceed, the proposed schedule for the competitive sale of bonds would be as follows:

July 18, 2023	Authorize Sale Process
August 15, 2023	Award Sale of Bond Issue
September 1, 2023	Closing

Attached you will find a resolution initiating the competitive bond sale process. The approval of the attached resolution is recommended if the City Council determines it to be appropriate to proceed with the project financing as proposed.

Please feel free to contact me with any questions regarding the attached materials. Thank you for your time and consideration.

Sincerely,



Shannon Sweeney
David Drown Associates, Inc.

\$1,430,000

General Obligation Utility Revenue Bonds, Series 2023A - State of MN Credit Enhanced

Uses of Funds

Utility Construction & Reconstruction		1,370,028.04
Other		-
Total Project Costs		1,370,028.04
Underwriter's Discount Allowance	1.400%	20,020.00
Unused Underwriter's Discount Allowance		-
Fiscal Fee		16,000.00
Bond Counsel		12,500.00
Paying Agent		1,500.00
Printing & Misc		2,000.00
Rating Agency		13,500.00
Capitalized Interest		-
Accrued Interest		-
Rounding		-
		<u>1,435,548.04</u>

Sources of Funds

Bond Issue	1,430,000.00
Construction Fund Earnings	5,548.04
Cash Contribution for Ineligible Street Costs	-
	<u>1,435,548.04</u>

Payment Schedule & Cashflow

12-Month Period ending	Payment Schedule			Payment Total	plus 5% Coverage
	Principal	Interest Rate	Interest		
9/1/2023	-		-	-	
2/1/2024	-	3.40%	23,100.00	23,100.00	24,255
2/1/2025	50,000	3.40%	55,440.00	105,440.00	110,712
2/1/2026	50,000	3.40%	53,740.00	103,740.00	108,927
2/1/2027	50,000	3.40%	52,040.00	102,040.00	107,142
2/1/2028	55,000	3.40%	50,340.00	105,340.00	110,607
2/1/2029	55,000	3.40%	48,470.00	103,470.00	108,644
2/1/2030	60,000	3.50%	46,600.00	106,600.00	111,930
2/1/2031	60,000	3.50%	44,500.00	104,500.00	109,725
2/1/2032	65,000	3.50%	42,400.00	107,400.00	112,770
2/1/2033	65,000	3.50%	40,125.00	105,125.00	110,381
2/1/2034	70,000	3.50%	37,850.00	107,850.00	113,243
2/1/2035	70,000	4.00%	35,400.00	105,400.00	110,670
2/1/2036	75,000	4.00%	32,600.00	107,600.00	112,980
2/1/2037	75,000	4.00%	29,600.00	104,600.00	109,830
2/1/2038	80,000	4.00%	26,600.00	106,600.00	111,930
2/1/2039	80,000	4.20%	23,400.00	103,400.00	108,570
2/1/2040	85,000	4.20%	20,040.00	105,040.00	110,292
2/1/2041	90,000	4.20%	16,470.00	106,470.00	111,794
2/1/2042	95,000	4.20%	12,690.00	107,690.00	113,075
2/1/2043	100,000	4.35%	8,700.00	108,700.00	114,135
2/1/2044	100,000	4.35%	4,350.00	104,350.00	109,568
	1,430,000		704,455.00	2,134,455.00	2,241,178

Bond Details

Set Sale Date	7/18/2023
Sale Date	8/15/2023
Dated Date	9/1/2023
Closing Date	9/1/2023
1st Interest Payment	2/1/2024
Proceeds spent by:	12/1/2024
	<i>to Dated Date</i>
Purchase Price	1,409,980.00
Net Interest Cost	724,475.00
Net Effective Rate	4.1539%
Average Coupon	4.0391%
Yield	4.3089%
Average Life	12.196
Call Option	2/1/2031
Purchaser	Proposed for Competitive Sale
Bond Counsel	Taft
Pay Agent	U.S. Bank, N.A.
Tax Status	Tax Exempt, Bank Qualified
Continuing Disclosure	Full
Rebate	Small Issuer Exemption
Statutory Authority	M.S. 444 & 475

Collection Year	Pledged Revenues			Account Balances	
	Water Revenues	Sanitary Sewer Revenues	Storm Sewer Revenues	Surplus (deficit)	Account Balance
			Capitalized & accrued interest >	-	-
2023	10,672	9,217	4,366	-	-
2024	48,713	42,071	19,928	-	-
2025	47,928	41,392	19,607	-	-
2026	47,142	40,714	19,286	-	-
2027	48,667	42,031	19,909	-	-
2028	47,803	41,285	19,556	-	-
2029	49,249	42,533	20,147	-	-
2030	48,279	41,696	19,751	-	-
2031	49,619	42,853	20,299	-	-
2032	48,568	41,945	19,869	-	-
2033	49,827	43,032	20,384	-	-
2034	48,695	42,055	19,921	-	-
2035	49,711	42,932	20,336	-	-
2036	48,325	41,735	19,769	-	-
2037	49,249	42,533	20,147	-	-
2038	47,771	41,257	19,543	-	-
2039	48,528	41,911	19,853	-	-
2040	49,189	42,482	20,123	-	-
2041	49,753	42,968	20,353	-	-
2042	50,219	43,371	20,544	-	-
2043	48,210	41,636	19,722	-	-
	986,118	851,648	403,412		-

**RESOLUTION NO. 36 OF 2023
PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE
OF \$1,430,000 GENERAL OBLIGATION UTILITY REVENUE
BONDS, SERIES 2023A**

WHEREAS, the City Council of the City of Redwood Falls, Minnesota (the "City") has heretofore determined that it is necessary and expedient to issue the City's \$1,430,000 General Obligation Utility Revenue Bonds, Series 2023A (the "Bonds") to finance the City's portion of the project cost for the 2023 4th Street Reconstruction Project (the "Project") located within the City; and

WHEREAS, the City has retained David Drown Associates, Inc. in Minneapolis, Minnesota ("DDA") as its independent municipal advisor for the Bonds and is therefore authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization. The Council hereby authorizes DDA to solicit bids for the competitive negotiated sale of the Bonds.
2. Meeting/Bid Opening. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Administrator, or designee, shall open bids at the time and place specified in such Terms of Offering.
3. Terms of Offering. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as Exhibit A and hereby approved and made a part hereof.
4. MN PFA Credit Enhancement. The City wishes to issue the Bonds using the Minnesota Public Facilities Credit Enhancement Program.
 - a. The Form of Minnesota Public Facilities Authority Credit Enhancement Agreement (the "Agreement") and the Application for Participation in the PFA Credit Enhancement Program (the "Application") are authorized and approved in substantially the forms presented to the Council. Submission of the Application to the PFA and payment of related fees are approved. The City hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 446A.086, as it may be amended from time to time. The City understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 446A.086, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.
 - b. The City hereby covenants and obligates itself to notify the Minnesota Public Facilities Authority of a default or potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 446A.086 to guarantee payment of the principal and interest on the Bonds when due. The City further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Minnesota Public Facilities Authority that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Minnesota Public Facilities Authority if it becomes aware of a default or potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar.
 - c. The City further covenants to comply with all procedures now or hereafter established by the Department of Finance and Minnesota Public Facilities Authority pursuant to Minnesota Statutes, Section 446A.086, subdivision 3 and otherwise to take such actions as necessary to comply with that section. The Mayor and City Administrator are authorized to execute any applicable Minnesota Public Facilities Authority forms and to provide for the payment of the City's application fee of \$500 to the Authority, or

- the reimbursement of DDA for their payment of the fee on the City's behalf, which fee is required to be submitted with the executed forms
5. Official Statement. In connection with said competitive negotiated sale, the officers or employees of the City are hereby authorized to cooperate with DDA and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 18th day of July 2023.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
18th day of July 2023.

Notary Public

EXHIBIT A

TERMS OF OFFERING

CITY OF REDWOOD FALLS, MINNESOTA

\$ 1,430,000

GENERAL OBLIGATION UTILITY REVENUE BONDS, SERIES 2023A

(BOOK ENTRY ONLY)

TERMS OF PROPOSAL

Proposals for the Bonds will be received on Tuesday, August 15, 2023 at 11:00 A.M. Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 5:00 P.M., Central Time, on that same date.

SUBMISSION OF PROPOSALS

Proposals may be submitted in a sealed envelope or by fax (612) 605-2375 to David Drown Associates, Inc. Signed Proposals, without final price or coupons, may be submitted to David Drown Associates, Inc. prior to the time of sale. The bidder shall be responsible for submitting to David Drown Associates, Inc. the final Proposal price and coupons, by telephone (612) 920-3320 or fax (612) 605-2375 for inclusion in the submitted Proposal. David Drown Associates, Inc. will assume no liability for the inability of the bidder to reach David Drown Associates, Inc. prior to the time of sale specified above.

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until 11:00 A.M., Central Time on August 15, 2023. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 A.M., Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact David Drown Associates, Inc. or PARITY® at (212) 806-8304.

Neither the City of Redwood Falls nor David Drown Associates, Inc. assumes any liability if there is a malfunction of PARITY. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner of the Proposal submitted.

DETAILS OF THE BONDS

The Bonds will be dated September 1, 2023, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Bonds will mature February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 50,000	2033	\$ 65,000	2041	\$ 90,000
2026	50,000	2034	70,000	2042	95,000
2027	50,000	2035	70,000	2043	100,000
2028	55,000	2036	75,000	2044	100,000
2029	55,000	2037	75,000		
2030	60,000	2038	80,000		
2031	60,000	2039	80,000		
2032	65,000	2040	85,000		

TERM BOND OPTION

Bids for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify as provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name U.S. Bank Trust Company, National Association, as registrar for the Bonds. U.S. Bank Trust Company, National Association shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2031 and on any day thereafter, to prepay Bonds due on or after February 1, 2032. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition to tax levies, the City pledges revenues from the water, sewer and storm sewer utilities. Proceeds of this Bond will provide financing for the City's portion of the 2023 4th Street Reconstruction Project (the "Project") located within the City.

TYPE OF PROPOSALS

Proposals shall be for not less than \$1,409,980.00 (98.6%) and accrued interest on the total principal amount of the Bonds. The apparent low-bidder as notified by David Drown Associates, Inc. shall wire, to a designated account, a good faith amount of \$28,600 by 3:00 p.m. Central Time on the date of sale. If the good faith wire transfer is not in process prior to the award, the City shall retain the right to reject the bid. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

AWARD

The proposals will be evaluated on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. The City will reserve the right to waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, reject all proposals without cause, and reject any proposal, which the City determines to have failed to comply with the terms herein.

MATURITY ADJUSTMENTS

The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

ISSUE PRICE DETERMINATION

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Purchaser has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by David Drown Associates, Inc.

The City intends that the sale of the Bonds pursuant to this Terms of Offering shall constitute a "competitive sale" as defined in the Regulation based on the following:

- i. the City shall cause this Terms of Offering to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- ii. all bidders shall have an equal opportunity to submit a bid;
- iii. the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- iv. the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest net interest cost, as set forth in this Terms of Offering (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and David Drown Associates, Inc. if a "substantial amount" (as defined in the Regulation) of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which such substantial amount was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining

maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and David Drown Associates, Inc. the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the City and David Drown Associates, Inc. notified of such prices not later than three (3) business days prior to the closing date.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser. Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The purchaser shall pay the CUSIP Service Bureau charge for the assignment of CUSIP identification numbers.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser at a place mutually satisfactory to the City and the purchaser. Delivery will be subject to receipt by the purchaser of an approving legal opinion of bond counsel, and of customary closing papers, including a no-litigation certificate. On the date of settlement payment for the Bonds shall be made in federal, or equivalent, funds which shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Except as compliance with the terms of payment for the Bonds shall have been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

FULL CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking where under the City will covenant to provide, or cause to be provided annual financial information, including audited financial statements of the City, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5). A description of the City's undertaking is set forth in the Official Statement.

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota 55419, and telephone (612) 920-3320.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without

cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 40 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated July 18, 2023

BY ORDER OF THE CITY COUNCIL

/s/ Keith Muetzel
City Administrator

STATE OF MINNESOTA)
COUNTY OF REDWOOD)
CITY OF REDWOOD FALLS)

I, the undersigned, being the duly qualified and acting Administrator of the City of Redwood Falls, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$1,430,000 General Obligation Utility Revenue Bonds, Series 2023A.

WITNESS my hand as such Administrator of the City this 18th day of July 2023.

Keith Muetzel
City Administrator

Meeting Date: July 18, 2023

AGENDA RECOMMENDATION

Agenda Item: Certificate of County Board's Classification of Tax-Forfeited Land

Recommendation/Action Requested: Staff recommends approval of the Certificate of County Board's Classification of Tax-Forfeited Land.

Summary/Overview: There are 4 parcels in Redwood Falls that are eligible for Forfeited Tax Sale due to delinquent taxes. For the County to proceed with the sale, the City of Redwood Falls needs to approve the Certificate of County Board's Classification of Tax-Forfeited Land. The parcels consist of two abandoned single-family homes and two vacant lots.

Attachments: Letter from County Auditor-Treasurer
Certificate of County Board's Classification of Tax-Forfeited Land

Redwood County Auditor/Treasurer
Jean Price
P.O Box 130
403 South Mill Street
Redwood Falls, MN 56283
Phone: (507) 637-4013 Fax: (507) 637-4072
redwoodcounty-mn.us



July 6, 2023

City of Redwood Falls
Keith Muetzel, Administrator
PO Box 526
Redwood Falls, MN 56283

Dear Administrator;

Enclosed you will find an original County Board signed certificate, listing property within your governmental unit that is now eligible for the Tax Forfeited Sale by reason of delinquent taxes. The County Board has classified the property as non-conservation land(s).

Before we can proceed, the classification of the land(s) and sale of the property must be approved by your Board. To indicate the approval or disapproval of the classification and sale; each and every member of the City Board must sign the enclosed original form in the space provided on the back of the form.

As soon as the necessary action has been taken, please mail the original certificate back to our office in the enclosed envelope. Before mailing however, please scan and e-mail it to: jean_p@co.redwood.mn.us

By statute, it must be returned within 60 days, however we would prefer it by August 9th, 2023 so we can continue setting the tax forfeited auction date at the August 15th, 2023 board meeting.

Sincerely,

Jean Price
Auditor/Treasurer

Enclosure

CERTIFICATE OF COUNTY BOARD'S CLASSIFICATION OF TAX-FORFEITED LAND(S) AS PROVIDED BY MINNESOTA STATUTE 282.01, Subdivision 1 paragraphs (g), (h), and (i)

To the City Council of the CITY OF REDWOOD FALLS

We, the members of the County Board of the County of Redwood, Minnesota, do hereby certify that the parcel(s) of land hereinafter listed are all of the lands which have been classified by us as **non-conservation land**, from the list of land(s) forfeited to the State of Minnesota for non-payment of taxes for the year or years 2018 - 2022 as provided by Minnesota Statute 282.01, Subd. 1 paragraphs (g), (h), and (i)

PARCEL NUMBER, OWNER/TAXPAYER AND LEGAL DESCRIPTION

#88-422-2280
Thomas J. Rue

Lot Number Eight (8), Block Number Eleven (11) of Hitchcock's First Addition to the Village (now city) of Redwood Falls, according to the recorded plat thereof.

#88-422-2360
First Evangelical Christian Church

Lot Number One (1), and the East Five (5) feet of lot number Two (2), In Block Number Twelve (12), of Hitchcock's First Additon to the City of Redwood Falls, According to the recorded Plat thereof.

#88-505-0320
Amy Jo Wacek

Lot No. Seven (7) of Block No. Two (2) of K-V Addition to the City of North Redwood, according to the recorded plat thereof.

#88-868-0040
Jack Oliver Kirby

Lots Three and Four (3 & 4) of Block One (1) of Watsons Fourth Addition to the village of Redwood Falls, in Redwood County, Minnesota, according to the plat thereof on file and of record in the office of Register of Deeds in and for said County.

In witness whereof we have hereunto subscribed our names this 6TH of July, 2023.

Chairman - Jim Salfer
Jim Salfer, Commissioner District 2
Rick Wakefield
Rick Wakefield, Commissioner District 1
Dennis Groebner
Dennis Groebner, Commissioner District 3
Robert Van Hee
Robert Van Hee, Commissioner District 4
David Forkrud
David Forkrud, Commissioner District 5

ATTEST: WV
Vicki Kletscher
County Administrator
Redwood County, Minnesota

The foregoing classification and sale is hereby approved.

DATED: _____

By the City Council of the City of Redwood Falls

