



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, AUGUST 1, 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. July 18, 2023
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve Insurance Liability Coverage Waiver Form
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
 - A. Joint Powers Agreement with Bureau of Criminal Apprehension – Resolution #37
 - B. Request for Bids for City Owned Farmland
 - C. Memorandum of Understanding with Law Enforcement Labor Services
 - D. Fire Department Cascade Air System Replacement
 - E. Allocation of State of MN Public Safety Aid
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, JULY 18, 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, July 18, 2023, at 5:00 p.m.

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

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 Sandgren to approve the June 20, 2023 minutes as presented. Motion passed by unanimous vote.

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

1. Fire Department Appointments
2. Fire Department Turnout Gear Purchase
3. KLGR Advertising Exchange
4. Thriveon 2023 Quarter Three PC Refresh
5. Electric Department Pickup Purchase

Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:02 p.m. to discuss delinquent utility accounts, maintenance charges, and surcharges.

Finance Director Klages introduced Resolution No. 30 of 2023 – Resolution Adopting Assessments for Delinquent Accounts, Resolution No. 31 of 2023 – Resolution Adopting Assessments for Unpaid Maintenance Costs, and Resolution No. 32 of 2023 – Resolution Adopting Assessments for Unpaid Surcharges.

Ms. Klages stated the proposed Resolutions are to adopt assessments for delinquent utility accounts, maintenance cost charges, and surcharges that are more than 30 days past due. Similar resolutions are brought to the City Council on a quarterly basis in order to improve the time between the delinquent billing and the ability to disclose the information to new property owners. The delinquent account resolutions will be presented each year at the first meeting in January, April, July, and October.

Ms. Klages further explained the delinquent process. Delinquent letters are first mailed to the utility account holders. Delinquent letters are then mailed to the property owners if not collected from the account holders. Electricity consumed by a tenant is not assessable to the property. Any unpaid balance is then brought to Council to be approved by resolution. Any pending assessments passed by resolution and still outstanding as of November 1st will be charged a \$50.00 fee and are then transferred to Redwood County to be assessed on the tax rolls.

No one was present to voice any concerns.

Mayor Quackenbush closed the public hearing at 5:06 p.m.

A motion was made by Council Member Buckley and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 30 of 2023 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Sandgren to approve Resolution No. 30 of 2023 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Buckley and seconded by Council Member Smith to waive the reading of Resolution No. 31 of 2023 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to approve Resolution No. 31 of 2023 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 32 of 2023 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

A motion was made by Council Member Buckley and seconded by Council Member Kerkhoff to approve Resolution No. 32 of 2023 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

City Administrator Muetzel introduced Agenda Item 8A. Golf Course – Motion to Further Explore Purchase.

Mayor Quackenbush declared a conflict of interest due to his spouse's employment at the Redwood Falls Golf Club. Mayor Quackenbush left the Council Chambers and did not participate in the discussion.

Council President Sandgren presided over Agenda Item 8A.

Mr. Muetzel stated members of the Golf Course Board were present at the City Council Work Session on May 30, 2023, to discuss the possibility of the City purchasing and maintaining the Golf Course. Following the meeting, Staff researched other municipal golf courses and reported that the few courses they researched were operating with a loss annually to the cities that maintained the courses. At the City Council meeting on June 6, 2023, Council agreed to make a decision as to whether or not the City should pursue additional information regarding the purchase.

Council Members Buckley, Kerkhoff, Smith, and Sandgren agreed the Golf Course has value to the community, but it is not a business the City taxpayers should take on.

Council President Sandgren requested a motion to approve the request to further explore the Golf Course purchase.

No motion to approve the request was received, Agenda Item 8A. Golf Course – Motion to Further Explore Purchase failed due to lack of motion.

Marty Seifert with the Coalition of Greater Minnesota Cities was present to give an update on the 2023 legislative session.

Police Chief Jason Cotner, Investigator Randy Braun, and Assistant Chief Steve Schroeder were present to introduce the Police Department Policy Updates.

Chief Cotner stated the Police Department is requesting Council review and approval of four department policies, including two revised policies and two new policies.

Chief Cotner stated the first revision is to Policy #7: Vehicle Pursuit and Emergency Vehicle Operations. 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 a 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 or the use of 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 vehicles to use these tactics.

Chief Cotner stated the second revision is to Policy #37: Body Worn Cameras. 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 are very different than patrol operations and require different policies regarding 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 conflict with the operational needs of BLRR/DTF and BLRR/ERU.

Chief Cotner further stated 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 also 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.

Investigator Braun introduced 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. Currently, 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.

Assistant Chief Schroeder introduced 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 officers in the safe and responsible performance of their emergency vehicle response duties.

Assistant Chief Schroeder stated 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 broader 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.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the Police Department Policy Updates as presented. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 33 of 2023 – Authorization to Execute Award of Contract for the 2023 4th Street Improvements (MSAS 119) SP 207-119-001.

Mr. Doering stated 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 low responsible 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.

Mr. Doering stated 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. 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.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to waive the reading of Resolution No. 33 of 2023 – Authorization to Execute Award of Contract for the 2023 4th Street Improvements (MSAS 119) SP 207-119-001 in the amount of \$3,194,251.65. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to approve Resolution No. 33 of 2023 – Authorization to Execute Award of Contract for the 2023 4th Street Improvements (MSAS 119) SP 207-119-001 in the amount of \$3,194,251.65. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced 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.

Mr. Doering stated 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 stormwater project is also being made.

Mr. Doering stated 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 decided the library should be ranked first since this is its first submission and the airport project ranked second since it has been before the 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.

A motion was made by Council Member Buckley and seconded by Council Member Sandgren to waive the reading of 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. Motion passed by unanimous vote.

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

Public Works Project Coordinator Jim Doering introduced Resolution No. 35 of 2023 – Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract.

Mr. Doering stated 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.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 35 of 2023 – Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to approve Resolution No. 35 of 2023 – Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract. Motion passed by unanimous vote.

Shannon Sweeney with David Drown and Associates was present to introduce Resolution No. 36 of 2023 – Providing for the Competitive Negotiated Sale of \$1,430,000 General Obligation Utility Revenue Bonds, Series 2023A.

Mr. Sweeney stated Resolution No. 36 initiates the competitive sale process 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 at \$1,693,670.50, Municipal State Aid Funding at \$855,553.12, and City of Redwood Falls at \$1,370,028.03. 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

Mr. Sweeney stated the funding sources to be utilized to finance the costs include 2023A General Obligation Bonds of \$1,430,000.00 and Construction Fund Earnings of \$5,548.03. Annual payments on the utility revenue bonds will average approximately \$105,000 per year with the water fund contributing 44% of the payment, the sanitary sewer fund contributing 38% of that payment, and the storm sewer fund contributing 18% of that payment. The repayment term on the bond issue has been structured over a 20-year term.

Mr. Sweeney stated alternative sources of funding were 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.

Mr. Sweeney further stated if Council chooses to finance the utility reconstruction costs as proposed, David Drown Associates, Inc. recommends the following terms: 20-year term on utility project financing; Bonds callable any time after 2/1/2031; Sale of bonds utilizing a competitive sales process; Using the State's credit enhancement program if available; and purchasing a Standard & Poor's Rating. If approved, the proposed schedule for the competitive sale of bonds would begin today, July 18, 2023, with the authorization of the sale process, followed by awarding the sale of bond issue on August 15, 2023, and closing on September 1, 2023.

A motion was made by Council Member Buckley and seconded by Council Member Smith to waive the reading of Resolution No. 36 of 2023 – Providing for the Competitive Negotiated Sale of \$1,430,000 General Obligation Utility Revenue Bonds, Series 2023A. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve Resolution No. 36 of 2023 – Providing for the Competitive Negotiated Sale of \$1,430,000 General Obligation Utility Revenue Bonds, Series 2023A. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Certificate of County Board's Classification of Tax-Forfeited Land.

Mr. Muetzel stated there are four 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.

A motion was made by Council Member Sandgren and seconded by Council Member Smith to approve the Certificate of County Board's Classification of Tax-Forfeited Land. Motion passed by unanimous vote.

City Administrator Muetzel stated Staff received two marketing proposals from Commercial Realtors to represent the Reflections Ridge Business Park Development. The marketing proposals will be presented to the Port Authority.

Public Works Project Coordinator Doering gave an update on Lake Redwood. The lake was stocked with approximately 35,000 walleye fry in late May. Prior to the walleye fry stocking, the Minnesota Department of Natural Resources, Fish & Wildlife, conducted a fish survey in the lake. The survey yielded a high fish population with an average of five walleyes and ten channel catfish per test net. Most walleyes caught were greater than 19 inches. The fishing pier is still waiting for the floats to be completed before the pier can be fully assembled and placed. If the pier is completed this year, it most likely won't be placed until next spring due to the late timing.

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

There being no further business, a motion was made by Council Member Sandgren and seconded by Council Member Smith to adjourn the meeting at 6:15 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

AGENDA RECOMMENDATION

Meeting Date: August 1, 2023

Agenda Item: Liability Coverage – Waiver Form

Recommendation/Action Requested: Staff recommends the City Council approve that the City continue with the option of not waiving the monetary limits.

Summary/Overview:

As part of our annual insurance renewal process, we are required to state what the City desires to do in relation to limits on municipal tort liability.

In all past years the City Council has elected to state “The city DOES NOT WAIVE the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.” This option is the least expensive of the two options. The only way the city would pay in excess of the tort limit is if the City were so negligent in a matter that the court would award punitive damages in excess of the limits.



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: CITY OF REDWOOD FALLS

Check one:

The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: 8/1/2023

Signature:

Position: City Administrator

August 1, 2023

Agenda Recommendation

Agenda Item: Approval of Joint Powers Agreement with Bureau of Criminal Apprehension – Resolution No. 37 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:

The State of Minnesota, through the Bureau of Criminal Apprehension (BCA), has made funds available to reimburse law enforcement expenses related to opioids and opioid related investigations and enforcement activities. While primarily used by drug task forces, the funds can be distributed to local law enforcement agencies who are involved in these investigations.

RFPD has accessed these funds in the past to cover wages and overtime related to these types of investigations and enforcement activities. Until recently, RFPD was required to request these funds through the Brown/Lyon/Redwood/Renville Drug Task Force (BLRR/DTF) who sent it to BCA. Now, the BCA is requiring local agencies who request reimbursement to enter into a Joint Powers Agreement and request reimbursement directly from BCA.

Opioids and opioid related substances such as heroin and fentanyl are still widely used in our area. RFPD will likely be involved in future opioid related investigations and enforcement. As such, we anticipate requesting reimbursement from BCA for expenses related to these investigations.

Attachments:

1. Resolution No. 37 of 2023
2. Joint Powers Agreement; Minnesota Anti-Heroin Task Force Program

RESOLUTION NO. 37 of 2023

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF REDWOOD FALLS ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA ANTI-HEROIN TASK FORCE (AHTF) PROGRAM

WHEREAS, the City of Redwood Falls, on behalf of its Police Department, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate illicit activities related to the distribution of heroin or unlawful distribution of prescription opioids.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Redwood Falls, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Redwood Falls on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police, Jason Cotner, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems, tools, and resources offered by the State.
3. That Tom Quackenbush, the Mayor for the City of Redwood Falls, and Keith Muetzel, the City Administrator of Redwood Falls, together, are authorized by Section 4.08 of the Redwood Falls City Charter to sign the Joint Powers Agreements.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 1st day of August 2023.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA ANTI-HEROIN TASK FORCE PROGRAM

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension [“BCA”] (“State”), and the City of Redwood Falls on behalf of its Police Department (“Governmental Unit”).

Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate illicit activities related to the distribution of heroin or unlawful distribution of prescription opioids. The Governmental Unit wants to participate in the Minnesota Anti-Heroin Task Force Program (AHTF) and receive overtime reimbursement as allowed under the Community Oriented Policing Services (COPS) Anti-Heroin Task Force Program.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date of execution, unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to provide overtime reimbursement to the Governmental Unit who investigates illicit activities related to the distribution of heroin, or unlawful distribution of prescription opioids or any opioid-related overdose death. Priority will be given to those investigations with a nexus to Minnesota Indian Country.

3. Standards

The Governmental Unit will adhere to the AHTF Program standards identified below.

- 3.1 Investigate illicit activities related to the distribution of heroin or unlawful distribution of prescription opioids with a nexus to Indian Country. Indian Country is defined as “(a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.” (see 18 U.S.C. 1151).
- 3.2 Investigate traffickers linked to fatal opioid-related overdose deaths.
- 3.3 Investigate practitioners prescribing opioids in violation of state or federal law.
- 3.4 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants, and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.5 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.6 Investigators will use, as appropriate, the most current investigative technologies and techniques.
- 3.7 Investigators must be licensed Minnesota peace officers.
- 3.8 Governmental Unit must de-conflict case investigations with Regional Information Sharing Systems (RISS).

- 3.9** Investigators will comply with the guidelines of the COPS Anti-Heroin Task Force Program as outlined in the 2017 COPS Office Anti-Heroin Task Force Program Grant Owner's Manual. This manual is located at <https://cops.usdoj.gov/pdf/2017AwardDocs/ahtf/AOM.pdf>. If Governmental Unit receives funding from a grant awarded to the BCA subsequent to the 2017 grant, Governmental Unit will comply with the guidelines established by the later grant.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1** Assign a Governmental Unit point of contact to act as the liaison between it and the AHTF Project Coordinator to assist in case submissions for overtime, monthly reporting and meeting overtime reimbursement deadlines.
- 4.1.2** Submit an AHTF case submission form for pre-approval of funds. This request shall include a case synopsis, an explanation of how it qualifies under the required criteria in clauses 3.1, 3.2, 3.3, and 3.4 above, and an operational plan.
- 4.1.3** Conduct investigations in accordance with provisions of the AHTF Program Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
- 4.1.4** Maintain accurate records of enforcement activities to be collected and forwarded monthly to the BCA for statistical reporting purposes.
- 4.1.5** Submit case data as required by the AHTF Program on a monthly basis. This information will include a case synopsis and demographic information on cases submitted for overtime, the number of heroin or unlawful distribution of prescription opioids investigations, search warrants, arrests, seizures and NARCAN®/naloxone deployments.
- 4.1.6** Prepare an operational briefing sheet for each active operation.
- 4.1.7** Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the AHTF Program.
- 4.1.8** Refrain from comingling AHTF funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.
- 4.1.9** De-conflict case investigations with RISS.
- 4.1.10** Enter suspect traffickers telephone numbers into the DEA Internet Connectivity Endeavor (DICE) database system as a means of deconfliction of case investigations. The BCA is available to assist in this process.
- 4.1.11** Certify that it is in compliance with 8 U.S.C. §1373(a) and (b) and will remain in compliance for the life of this Agreement.

4.2 The BCA will:

- 4.2.1** Provide a Senior Special Agent who will serve as the Project Coordinator.
- 4.2.2** Provide a Special Agent who will be assigned to the Drug Enforcement Administration's (DEA) Drug Diversion Team.
- 4.2.3** Provide a Criminal Intelligence Analyst (CIA) who will provide analytical support to heroin and prescription opioid investigations.
- 4.2.4** Certify it is compliance with 8 U.S.C. §1373 (a) and (b) and will remain in compliance for the life of this Agreement.

- 4.3** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

- 5.1** To receive reimbursement for overtime expense, Governmental Unit must make an AHTF case submission by providing a case synopsis, an explanation of how the case qualifies under the required criteria for case acceptance and an operational plan. The BCA will review the case submission and grant or deny the reimbursement request within seven (7) business days of receipt by the BCA Authorized Representative.
- 5.2** To receive approved reimbursement, Governmental Unit must submit an overtime expense form no later than 15 business days after the end of the month during which the expense is incurred. The form must be submitted to bca.heroingrant@state.mn.us.
- 5.3** The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4** The Governmental Unit may receive payment for an AHTF case submission for overtime expense approved prior to the effective date of this Agreement if the Governmental Unit had a joint powers agreement in place with the BCA that expired prior to the effective date of this Agreement. Reimbursement will occur as provided in Clause 5.2.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Scott Mueller, Deputy Superintendent
 Address: Department of Public Safety; Bureau of Criminal Apprehension
 1430 Maryland Street East
 Saint Paul, MN 55106
 Telephone: 651.793.7000
 E-mail Address: scott.d.mueller@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: Jason Cotner, Chief
 Address: 303 E 3rd St
 Redwood Falls, MN 56258
 Telephone: 507.637.1331
 E-mail Address: jcotner@ci.redwood-falls.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 **Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

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

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will notify the Governmental Unit and terminate the Agreement.
- 12.3** In the event the Governmental Unit breaches this Agreement, it will not be eligible to receive any further grant funds.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK

The parties indicate their agreement and authority to execute this Agreement by signing below.

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

Signed: _____

Date: _____

SWIFT PO Number: 3-79700

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

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

Meeting Date: August 1, 2023

AGENDA RECOMMENDATION

Agenda Item: Approve Staff Recommendation to publish a Request for Bids for the rental of City owned agricultural land starting the 2024 crop year.

Recommendation/Action Requested: Staff is recommending for approval to publish a Request for Bids (RFB) for the agricultural land owned by the City of Redwood Falls.

Summary/Overview: Staff is recommending the publishing of a request for bids on the agricultural land owned by the City of Redwood Falls at the location listed in the attached RFB. Currently a single rental agreement contract will expire Nov 1, 2023. The current lessee will maintain weed control and will remove the 2023 crops without any additional inputs after harvest. The new lessee would then assume the responsibility of fall tillage and fertilizer inputs in preparation for the 2024 crop year. The new contract will cover a period of 3 years to November 1, 2026, with the opportunity of two, one-year extensions affording both parties agree. Utilizing the term of the contract and both one-year extensions, would extend the term through crop years 2024-2028, expiring November 1 of 2028.

Attachments: 2023 Land Rental RFB

CITY OF REDWOOD FALLS

REQUEST FOR BIDS

**For the Rental of
Approximately 152.66 Acres of
Agricultural Land at Various Locations**

**Located at
T112 R36 S33
T113 R35 S32
See Attached FSA Photos**

RESPONSES MUST BE RECEIVED BY:

SEPTEMBER 21, 2023, at 11:00 A.M.

DELIVERED TO:

Attn: James Doering, Public Works Project Coordinator
City Hall
333 S. Washington Street
P.O. Box 526
Redwood Falls, MN 56283
507-616-7400

*Notice: This request for bids is subject to final approval
by the appropriate local governing authorities.*

**CITY OF REDWOOD FALLS
REQUEST FOR BIDS
FOR RENTAL OF PRIME AGRICULTURAL PROPERTY
AT LISTED VARIOUS LOCATIONS**

Sealed bids for rental of approximately 152.66 acres of prime agricultural real property located at listed locations will be received by the City of Redwood Falls, at the City Administrator's office located at City Hall, 333 S Washington Street, P.O. Box 526, Redwood Falls, MN 56283, until 11:00 a.m., September 21, 2023. At which time the bids will be publicly opened and read aloud immediately after the bid closing in the City of Redwood Falls Council Chambers. All bidders will be notified of the winning bid by mail within 30 days of bid opening.

The bid will be for the rental of agricultural property only. The property will remain property of the City of Redwood Falls. The successful bidder will be responsible for all input costs and expenses of the property, including, without limitation, all labor, fertilizer and seed costs.

Proposals and specifications for the bid, as well as a site visit may be secured at the Office of the City Administrator at City Hall located at: 333 S. Washington Street, Redwood Falls, MN 56283 or by calling (507) 616-7400 or on line at www.ci.redwood-falls.mn.us .

The City of Redwood Falls hereby notifies all potential bidders that minority and disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and that no bidder will be discriminated against on the grounds of religion, sex, race, color or national origin.

No bid may be withdrawn through October 3, 2023. The City reserves the right to reject any and all bids and to waive informalities and irregularities.

Dated: 8-01-2023

Keith Muetzel
City of Redwood Falls Administrator

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

Project Name: **Rental of approximately 152.66 acres of real property located at listed location.**

Bids Close: 11:00 a.m., September 21, 2023

NOTICE TO BIDDERS:

Sealed bids will be received by the Redwood Falls City Council, at the City Administrator's office located at Redwood Falls City Hall, 333 South Washington Street, P.O. Box 526, Redwood Falls, MN 56283, until the date and hour indicated above, and will be publicly opened and read aloud immediately after the bid closing in the City of Redwood Falls Council Chambers. All bidders will be notified of the winning bid by mail and/or telephone. The following are important facts each bidder should know before submitting a bid.

- a. Bids are being solicited for the rental of agricultural property only. All title to the land will remain with City of Redwood Falls. The length of the lease will be three (3) years plus the option of two, one-year extensions agreeable to both parties not to exceed 5 years.
- b. The successful bidder will be required to furnish all material and labor, at the bidder's cost, necessary to grow crops on the real estate.
- c. The lease is made on an "as-is" basis. Potential bidders are urged to investigate the site, and to review soil maps or other information available, before submitting a bid.
- d. All farming activities must be done in a safe and clean manner, and in accordance with all federal, state, and local laws, rules and regulations.
- e. Tours of the property may be arranged by contacting Public Works Project Coordinator, Jim Doering at the address and/or telephone number listed on the front of these bid documents.
- f. The rental price shall be paid in cash, money order, certified check or other immediately available funds on an annual basis. Personal checks will not be accepted.
- g. The successful bidder will be required to enter into a reasonable lease with the City of Redwood Falls, it being understood that a sugar beet crop will be planted

no more than one time during the lease term. No subleases are permitted without written approval by the Redwood Falls City Council.

The Redwood Falls City Council reserves the right to reject any and all bids, or to select one or more bids from different contractors.

The above description is general in nature. Potential bidders are advised to visit the site for particulars.

2. BID FORMS

Bids shall be submitted on the attached Bid Forms. No other Bid Form is acceptable.

3. BID SECURITY

Bid security is waived for this project.

4. ADDITIONAL DOCUMENTS/INFORMATION

Bidders with specific questions are urged to contact Public Works Project Coordinator, Jim Doering, City of Redwood Falls, P.O. 526, Redwood Falls, MN 56283:

Contact: James Doering
Phone: 507-430-5904

Bidders are encouraged to call Mr. Doering with any questions concerning the project and to arrange for a site visit.

5. SUBMISSION OF BIDS

The bidder shall deliver to the City of Redwood Falls, not later than time and date indicated above, in a sealed envelope with the Project Name and Date clearly marked on the outside of the envelope with the following Information:

Bid For: City Ag-land Rental Bid.
Opening: 11:00 a.m., September 21, 2023

6. METHODS OF AWARD

The Redwood Falls City Council shall award a contract to the highest responsible bidder(s). Redwood Falls City Council, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities, or discrepancies.

7. QUALIFICATIONS OF BIDDERS

The City of Redwood Falls may make such investigations, as they deem necessary, to determine the ability of bidder to perform work. Upon request by the City of Redwood Falls, bidder shall furnish all qualification information and data for this purpose as the City of Redwood Falls may request. The City of Redwood Falls Council reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the City of Redwood Falls that such bidder is properly qualified to carry out the obligations of these specifications and to complete work contemplated therein within the prescribed timeframe. Conditional bids will not be accepted.

8. INSPECTION OF SITE

Each bidder is urged to fully investigate the site(s) in order to inform themselves of the conditions of the real property. Failure of a bidder to investigate the site shall not be a valid reason to rescind a bid once opened.

It shall be understood that the bidder's bid is submitted on the basis of such inspection.

9. PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds are waived for this project.

10. BIDS EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney (or other documentation indicating the agent's authority) to act on behalf of the bidder.

Any corporations submitting bids must furnish evidence that the officer(s) or employee(s) who execute the bid have been given the power to act on behalf of the corporation.

11. ELIGIBILITY OF BIDDERS

Bidders must be at least 18 years of age.

12. RESERVATIONS

The City of Redwood Falls reserves the right to amend this request for bids, reject any or all bids, and to waive defects and technicalities in bidding. Any announcements made at the bid opening will take precedence over any material published about this event.

13. CAUSES FOR BID REJECTION

- a. BIDS CONTAINING ALTERATIONS OR ERASURES. An alteration or erasure of any price contained in the bid shall be rejected, unless: the original price is crossed out or erased and the correction is printed in ink or typewritten adjacent to the alteration or erasure; and the person signing the bid initials the correction in ink.
- b. BIDS IN PENCIL. Bids made in pencil will be rejected.
- c. UNMARKED BID ENVELOPE. It is requested that bidders identify the project being bid on in order to prevent inadvertent opening of the sealed bid before the official date and time. Any bid envelope that is inadvertently opened prior to the stated bid due date and time will be rejected.
- d. LATE BID All bids must be received by the date and time indicated above at the Office of the Redwood Falls City Administrator, P.O. Box 526, 333 South Washington Street, Redwood Falls, Minnesota 56283. All late bids will be rejected and returned un-opened.

BID FORM

Farm #9161 Tract # 2947 Field #1; 78.71 acres T112 R36 S33

To: City of Redwood Falls

Subject to the Instructions to Bidder, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within 30 calendar days after date of the bid opening, to cash rent the above property for the following price:

\$_____ per acre (78.71 acres) annually for three (3) years with possible two, one-year extensions.

\$_____ total annual rent

Total Bid: (\$)_____ **(sum of all years)**

Name: _____

Company: _____

Street: _____

City/State/Zip: _____

Telephone number: _____

Authorized Signature: _____

(The individual signing certifies that he/she is authorized to sign the bid.)

Date: _____

*** Bidder acknowledges and agrees the City of Redwood Falls, MN has made no representations or warranties, except as explicitly set forth in the bid documents, as to the condition of the real estate or suitability for any specific purpose.***



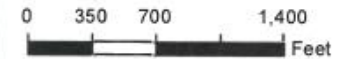
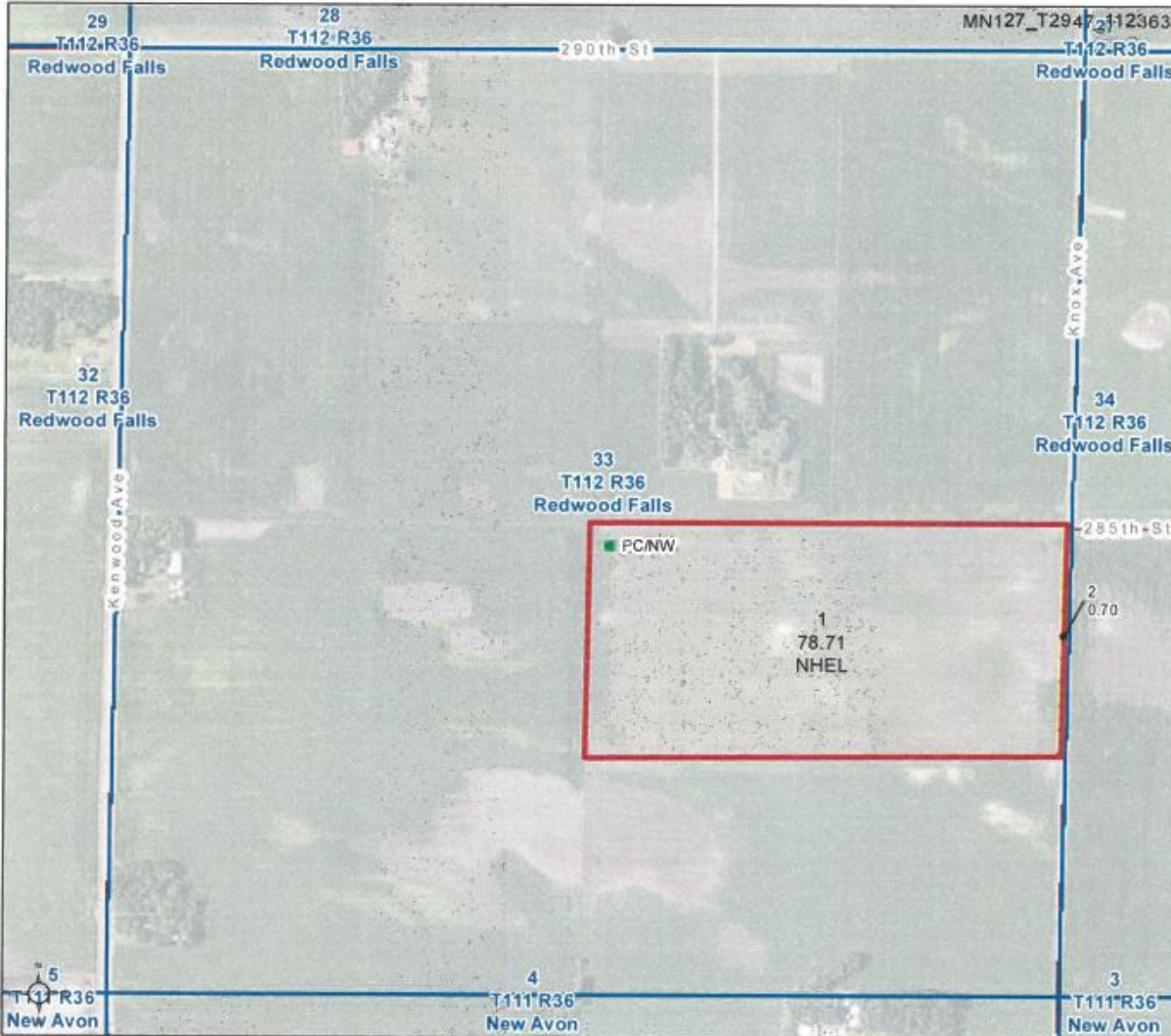
Redwood County, Minnesota

Farm 9161 Tract 2947

2020 Program Year

Map Created April 27, 2020

1123633



- Unless otherwise noted:
 Shares are 100% operator
 Crops are non-irrigated
 Corn = yellow for grain
 Soybeans = common soybeans for grain
 Wheat = HRS, HRW = Grain
 Sunflower = Oil, Non-Oil = Grain
 Oats and Barley = Spring for grain
 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 NAG = for GZ
 Canola = Spring for seed

Common Land Unit

- Non-Cropland
- Cropland
- Tract Boundary
- Minnesota_Transparency_Polygon_02142019

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 78.71 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2019 NAIP imagery.

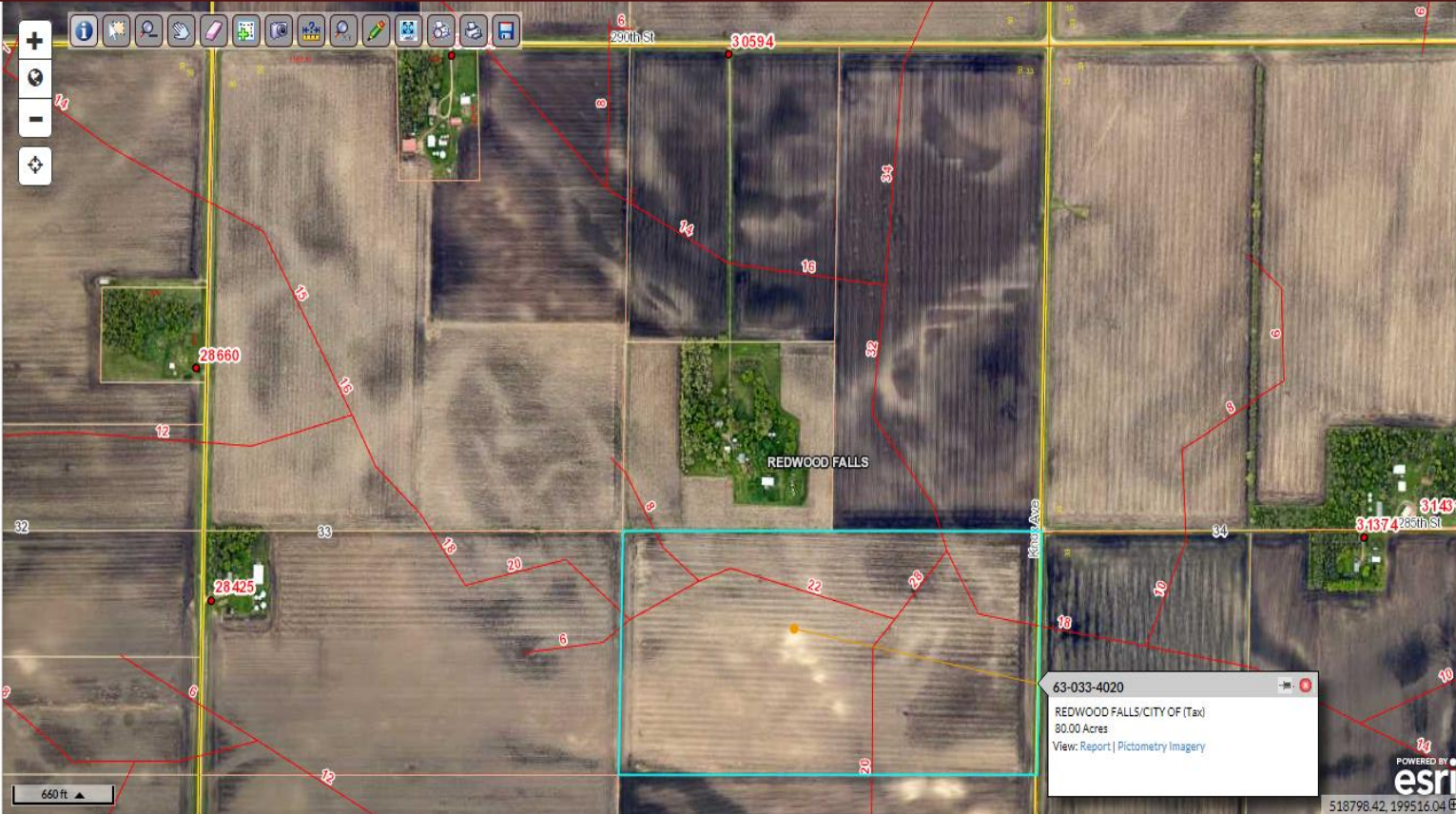
Layer List Legend

Quick Links:

- Property Search
- View Map
- Ditch Search

Layers:

- Boundaries
- Public Drainage
 - Open Ditch
 - Drain Tile
- Natural Features
 - Contours
 - Lakes
 - Rivers
 - Soils
 - Water Access
- DNR Buffer Map
 - Water Courses
 - Lakes, Reservoirs, and Wetlands
- Parcel Information
 - Address points
 - Lots
 - Parcels
 - Subdivisions
- Cadastral Annotation
- Zoning
- Political Districts
- Transportation
 - Major Roads
 - Minor Roads
 - Railroads
 - Rail Road Right of Way
 - Road Right of Way
- 2016 Imagery
- 2013 Imagery



63-033-4020
 REDWOOD FALLS/CITY OF (Tax)
 80.00 Acres
 View: Report | Pictometry Imagery

Parcel ID	63-033-4020	Alternate ID	n/a	Owner Address	REDWOOD FALLS/CITY OF
Sec/Twp/Rng	33-112-36	Class	AGRICULTURE		PO BOX 526
Property Address		Acreeage	80		REDWOOD FALLS MN 56283-0526
District	n/a				
Brief Tax Description	N1/2 SE1/4, 80.A AG LAND SUPPORTING GILWOOD HAVEN (Note: Not to be used on legal documents)				

BID FORM

Farm #7554 Tract # 1385 Field #5 2.60 acres T113 R35 S32

To: City of Redwood Falls

Subject to the Instructions to Bidder, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within 30 calendar days after date of the bid opening, to cash rent the above property for the following price:

\$_____ per acre (2.60 acres) annually for three (3) years with possible two, one-year extensions.

\$_____ total annual rent

Total Bid: (\$)_____ **(sum of all years)**

Name: _____

Company: _____

Street: _____

City/State/Zip: _____

Telephone number: _____

Authorized Signature: _____

(The individual signing certifies that he/she is authorized to sign the bid.)

Date: _____

*** Bidder acknowledges and agrees the City of Redwood Falls, MN has made no representations or warranties, except as explicitly set forth in the bid documents, as to the condition of the real estate or suitability for any specific purpose.***

BID FORM

Farm #7554 Tract # 13835 Field #(s) 7,8,9,25; 71.35 tillable acres T113 R35 S32

Note: These listed fields next to the airport runways have crop set back (restrictions: 12/30 (paved runway) No row crops 250 feet from center line (side to side) and 400 feet from runway end. 5/23 (grassed runway) No row crops 200 feet from center line (side to side) and 300 feet from runway end. Restricted areas are currently hayed. A site visit is recommended prior to bidding! Tillable acres listed reflect the removal of restricted areas.

To: City of Redwood Falls

Subject to the Instructions to Bidder, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within 30 calendar days after date of the bid opening, to cash rent the above property for the following price:

\$_____ per acre (71.35 acres) annually for three (3) years with possible two, one-year extensions.

\$_____ total annual rent

Total Bid: (\$)_____ (sum of all years)

Name: _____

Company: _____

Street: _____

City/State/Zip: _____

Telephone number: _____

Authorized Signature: _____

(The individual signing certifies that he/she is authorized to sign the bid.)

Date: _____

*** Bidder acknowledges and agrees the City of Redwood Falls, MN has made no representations or warranties, except as explicitly set forth in the bid documents, as to the condition of the real estate or suitability for any specific purpose.***



United States
Department of
Agriculture

Redwood County, Minnesota

Farm 7554

Tract 13835

2020 Program Year

Map Created April 28, 2020

1133532



Unless otherwise noted:
 Shares are 100% operator
 Crops are non-irrigated
 Corn = yellow for grain
 Soybeans = common soybeans for grain
 Wheat = HRS, HRW = Grain
 Sunflower = Oil, Non-Oil = Grain
 Oats and Barley = Spring for grain
 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 NAG = for GZ
 Canola = Spring for seed

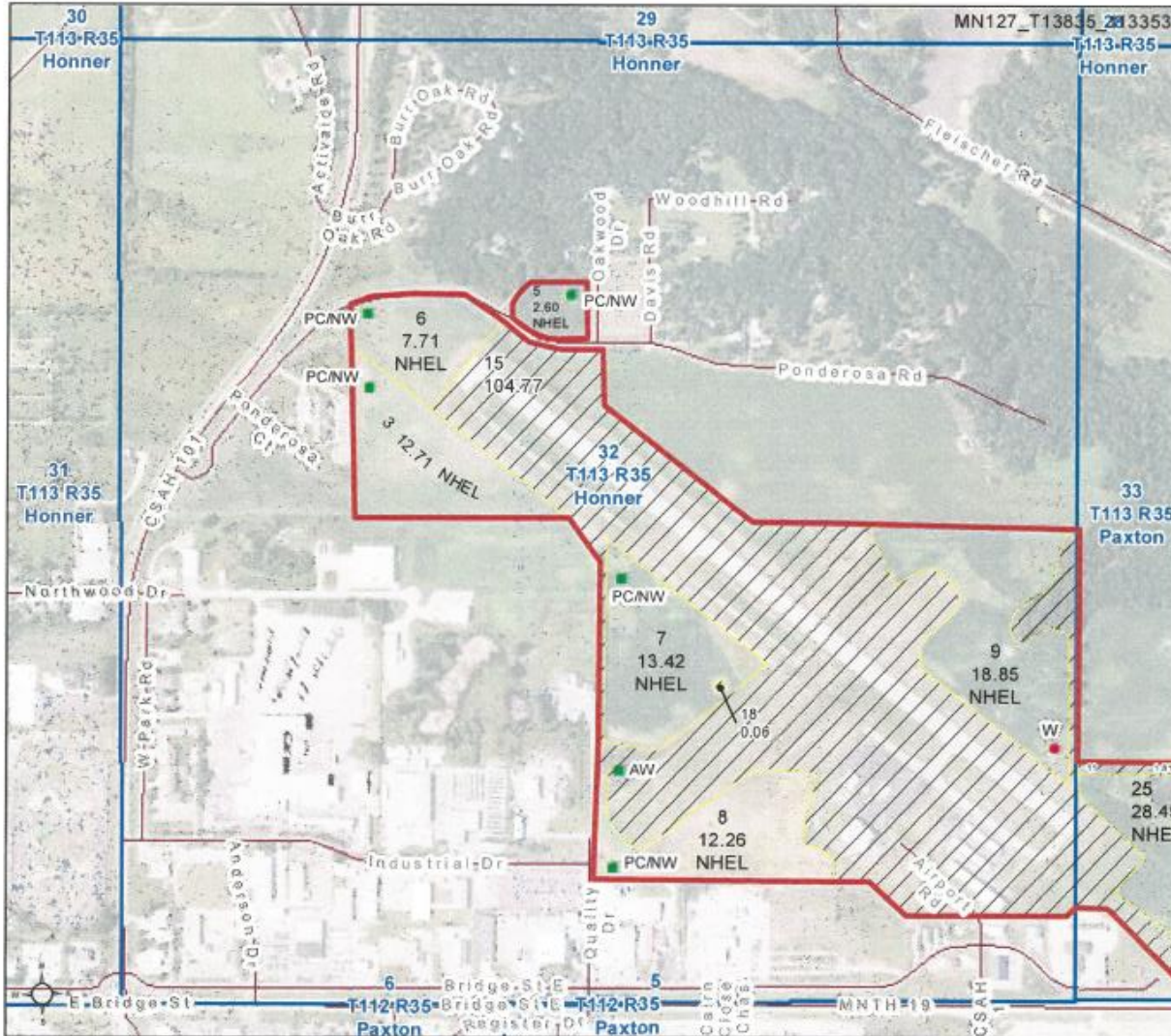
Common Land Unit

- Non-Cropland
- Cropland
- Tract Boundary
- Minnesota_Transparency_Polygon_02142019

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 96.00 acres



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United States
Department of
Agriculture

Redwood County, Minnesota

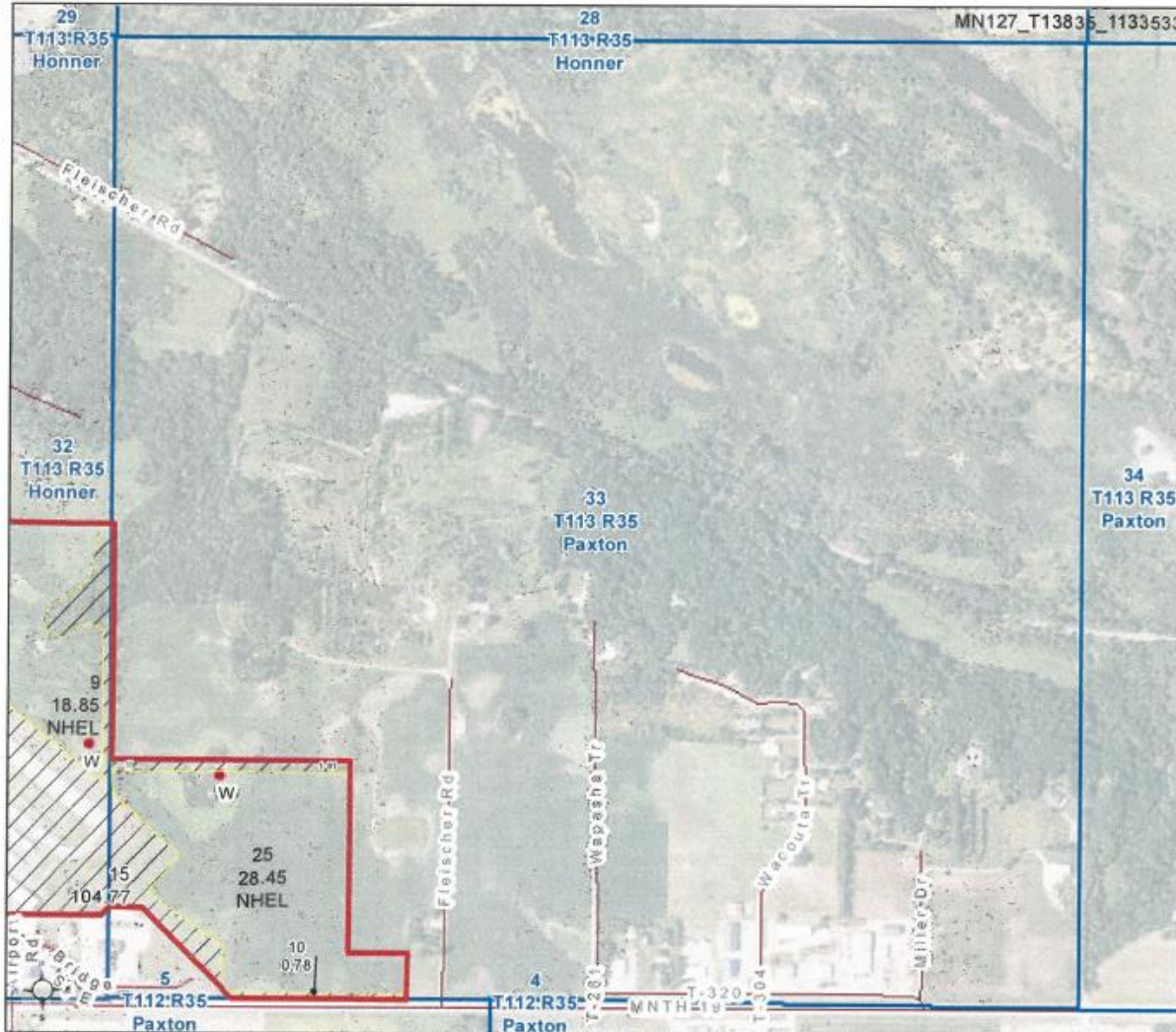
Farm 7554

Tract 13835

2020 Program Year

Map Created April 28, 2020

1133533



Unless otherwise noted:
 Shares are 100% operator
 Crops are non-irrigated
 Corn = yellow for grain
 Soybeans = common soybeans for grain
 Wheat = HRS, HRW = Grain
 Sunflower = Oil, Non-Oil = Grain
 Oats and Barley = Spring for grain
 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 NAG = for GZ
 Canola = Spring for seed

Common Land Unit

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- Cropland
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Wetland Determination Identifiers

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Tract Cropland Total: 96.00 acres

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

kmuettel@ci.redwood-falls.mn.us

Meeting Date: August 1, 2023

AGENDA RECOMMENDATION

Agenda Item: Memorandum of Understanding with Law Enforcement Labor Services

Recommendation/Action Requested: Law enforcement agencies throughout Minnesota are struggling to attract and retain police officers. On the MN Police Officers Standards and Training website there are currently 197 law enforcement job openings listed. The City of Redwood Falls posted a police officer job opening over two weeks ago and at this time no applications have been received. To put it simply, there are more police officer job openings than eligible applicants.

In an effort to address this crisis, the State of MN has approved the distribution of a one-time Public Safety Aid payment to Minnesota cities and counties. Public Safety Aid funds must be used for public safety purposes and eligible uses include personnel and equipment costs. The City of Redwood Falls is scheduled to receive \$222,000 in Public Safety Aid.

The Personnel Committee, city administration, and LELS union representatives have been discussing several officer retention strategies, one of which is to ensure we are providing competitive compensation to attract and retain police officers. Based on market surveys, the compensation for Redwood Falls police officers is below that of several comparable departments. Therefore, the Personnel Committee and LELS union representatives are proposing to adopt a Memorandum of Understanding to increase the current wage schedule for licensed police officers by \$2.00 per hour. The proposed wage increase is estimated to cost \$85,000 over the remaining term of the current union contract that expires on December 31, 2024 and will be funded by a portion of the City's Public Safety Aid payment. This initiative is supported by the Personnel Committee, city administration, and LELS union representatives and those involved believe it is a critical step to help with the attraction and retention of police officers to our community.

Attachment:

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN
The City of Redwood Falls,
MINNESOTA
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 93
(Essential Employees)

WHEREAS, LELS Local No. 93 is the Exclusive Representative for the following employees: "All essential employees of the City of Redwood Falls, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14, excluding the supervisory, confidential and all other employees;

WHEREAS, there exists a Collective Bargaining Agreement between the City of Redwood Falls and LELS Local No. 93 with said contract in effect from January 1, 2022 through December 31, 2024;

WHEREAS, the parties to said Collective Bargaining Agreement wish to enter into a Memorandum of Understanding, subject to the terms and conditions outlined below;

WHEREAS, the Redwood Falls City Council intends to implement a new wage scale using funds from the State of Minnesota Public Safety Aid package as outlined below and to be effective August 7, 2023. This wage increase is reflected in the wage scale listed below and incorporated herein.

NOW THEREFORE, it is mutually agreed and understood as follows:

1. LELS Local No. 93 hereby consents to a wage increase of two dollars per hour for the year 2023 for all Peace Officer Standards and Training licensed police officers employed by the City of Redwood Falls. The wage schedule below represents the newly calculated wage rates as a result of the wage increase.

Officers	01/01/2023	08/07/2023	01/01/2024
Step #'s			
Step 1 start through end of 12 th month	\$27.713	\$29.713	\$30.604
Step 2 start through end of 24 th month	\$29.416	\$31.416	\$32.358
Step 3 start through end of 36 th month	\$31.401	\$33.401	\$34.403
Step 4 start through end of 48 th month	\$32.478	\$34.478	\$35.512
Step 5 start of 49 th month and over	\$34.255	\$36.255	\$37.343
Longevity: After 7 years	\$35.284	\$37.343	\$38.463
Longevity: After 9 years	\$35.969	\$38.068	\$39.210
Longevity: After 11 years	\$36.654	\$38.793	\$39.957
Longevity: After 15 years	\$37.339	\$39.518	\$40.704

Patrol Sergeant	\$36.311	\$38.311	\$39.460
Longevity: After 7 years	\$37.401	\$39.460	\$40.644
Longevity: After 9 years	\$38.128	\$40.227	\$41.433
Longevity: After 11 years	\$38.852	\$40.993	\$42.222
Longevity: After 15 years	\$39.579	\$41.759	\$43.011

Longevity Scale

- After 7 years, 3% above the STEP 5 rate.
- After 9 years, 5% above the STEP 5 rate.
- After 11 years, 7% above the STEP 5 rate.
- After 15 years, 9% above the STEP 5 rate.

2. LELS Local No 93 hereby consents to the additional terms for implementing the new wage schedule pending Redwood Falls City Council approval.

3. All other terms and conditions of the Collective Bargaining Agreement between the City of Redwood Falls and LELS Local No. 93 shall remain in full force and effect.

The City and Union have executed this Memorandum of Agreement this _____ day of _____, 2023.

FOR THE CITY:

FOR THE UNION:

Randy Braun

Tim Chmielewski



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

kmuettel@ci.redwood-falls.mn.us

Meeting Date: August 1, 2023

AGENDA RECOMMENDATION

Agenda Item: Fire Department Cascade Air System Replacement

Recommendation/Action Requested: The Fire Department uses a Cascade air system to fill the air tanks that our used with a firefighter's self-contained breathing apparatus. Our existing Cascade system was purchased in 1996 and metal shavings were found in the compressor's oil during the last two annual service inspections.

During the 2024 budget development process, staff planned to allocate \$60,000 to replace this unit in 2024. In light of the new State of MN Public Safety Aid program, staff recommends using those funds to replace the Cascade system in 2023. Two quotes were received, and staff requests approval to purchase a Cascade air system from Alex Air Apparatus in the amount of \$63,121.00 and funded by the State of MN Public Safety Aid program.

Attachment:

Quote from Alex Air Apparatus - \$63,121.00

Quote from 3G Safety Supply - \$66,441.90



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: orders@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
3/7/2023	

BILL TO
Redwood Falls Fire Department Address on File Redwood Falls, Minnesota

SHIP TO
Redwood Falls Fire Department Address on File Redwood Falls, Minnesota

S.O. #	Promise Date	Terms	Sales Rep
		N30	Garrett McCain

QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
1	ORDER	VAC8H-E1	Bauer - Verticus Enclosed Design 6000psi Compressor 8 scfm, 3-Stage, 7.5hp, Automatic Drain System, Interstage Gauges, Grade E Purification, & Single Phase 230v	\$31,413.00	\$31,413.00
1	ORDER	CFS5.5/3S-PACKAGE	Bauer - Three Position Fill Station with Base and Dual Function Top Mount 4-Bank Cascade Panel with Remote Fill Hose Connection.	\$18,808.00	\$18,808.00
1	ORDER	CSCD-6-4	Alex Air - Cascade System, 6000psi, 4-Cylinder Includes: (4) ISO Cascade Cylinders, Pigtails, Fittings, and Mounting Hardware.	\$9,550.00	\$9,550.00
1	SERVICE	INSTALL	Installation: Fittings, Airline, Mounting Hardware, and Labor	\$850.00	\$850.00

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX	SHIPPING: \$2,500.00
*FREIGHT PREPAID & ADDED	SUB: \$60,621.00
*F.O.B SHIPPING POINT	TAX:
*THIS IS NOT AN INVOICE	TOTAL: \$63,121.00

 Authorized Signature of Approval



2460 N. 2600 E. Rd
Donovan, IL 60931

Estimate

Date	Quote #
7/21/2023	211688

3gsafetysupply@gmail.com

Cell: 815.549.4467

Customer
Redwood Falls Fire Department 900 S Gould St. Redwood Falls, MN 56283 (507) 627-8417

Ship To
Redwood Falls Fire Department 900 S Gould St. Redwood Falls, MN 56283 (507) 627-8417

Item	Qty	Description	Cost	Total
Misc	1	VAC8H-E1 / Bauer - Verticus Enclosed Design 6000psi Compressor 8 scfm, 3-Stage, 7.5hp, Automatic Drain System, Interstage Gauges, Grade E Purification, & Single Phase 230v	33,066.35	33,066.35
Misc	1	CFS5.5/3S-PACKAGE / Bauer - Three Position Fill Station with Base and Dual Function Top Mount 4-Bank Cascade Panel with Remote Fill Hose Connection.	19,797.90	19,797.90
Misc	1	CSCD-6-4 / Cascade System, 6000psi, 4-Cylinder Includes: (4) ISO Cascade Cylinders, Pigtails, Fittings, and Mounting Hardware.	10,052.65	10,052.65
Service	1	Installation: Fittings, Airline, Mounting Hardware, and Labor	900.00	900.00
Freight Charges		Freight and Handling	2,625.00	2,625.00

Thank you for the opportunity to quote.	Total	\$66,441.90
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Kari Klages
Finance Director
City of Redwood Falls
Phone: 507-616-7400
kklages@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: August 1, 2023

Agenda Item: Approval of Public Safety Aid Allocation

Recommendation/Action Requested: Staff recommends approval of the proposed Public Safety Aid allocation.

Summary/Overview: The 2023 legislative session's tax bill included \$210 million dollars in one-time public safety aid for cities. The City of Redwood Falls's portion of that public safety aid is \$221,727. The funds will be disbursed to cities in December of 2023.

Aid recipients are required to use the proceeds for public safety. Eligible uses include community violence prevention and intervention programs, community engagement, mental health crisis responses, victim services, training programs, first responder wellness, equipment related to fire, rescue, and emergency services; or to pay other personnel or equipment costs. Ineligible expenses include employer contribution to the public employee police and fire fund, any expenses with alleged misconduct, purchase of tactical vehicles or tear gas, or the construction or improvements to a police station or related facilities.

Staff worked with Police Chief Jason Cotner and Fire Chief Joe Probst to determine the best use of the one-time funds. Discussions determined the most eligible use of the funds would be to allocate the funds to personnel costs and equipment. Attached is the proposed allocation of the public safety funds. Staff recommends approval of the proposed allocation.

Attachments: Public Safety Aid Allocation

ONE-TIME PUBLIC SAFETY AID

Redwood Falls Total	\$	221,727.00
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Proposed Uses:

Police Salaries	\$	85,000.00
Police Squad	\$	64,000.00
Police Squad Cameras	\$	12,727.00
Fire Department Cascade System	\$	60,000.00
Total	\$	221,727.00

Eligible Uses Include:

Community Violence Prevention and Intervention Programs
Community Engagement
Mental Health Crisis Responses
Victim Services
Training Programs
First Responder Wellness
Equipment related to fire, rescue, and emergency services
Personnel Costs