



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 7, 2023 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. October 17, 2023
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve Parade Permit – Redwood Area Chamber & Tourism
 - B. Approve Write-Off of Delinquent Electric Utility Charges
7. **Scheduled Public Hearings**
8. **Old Business**
 - A. Snow Emergency Ordinance Update – Ordinance #87
9. **Regular Agenda**
 - A. Drew Street Electric Distribution Relocation Project – Final Pay Request
 - B. 2023 Electric Distribution System Improvements – Final Pay Request
 - C. Bond Reimbursement Compliance – Resolution #62
 - D. School Resource Officer Memorandum of Understanding – Resolution #63
 - E. Employee Health Insurance Renewal – Resolution #64
 - F. Employee Dental Insurance Renewal – Resolution #65
 - G. Airport Runway Rehabilitation Project Preliminary Design – Resolution #66
 - H. League of MN Cities Grant for Planning of Reflections Trail Loop Project – Res. # 67
 - I. MN OSHA Grant for Excavation Safety Equipment – Resolution #68
 - J. Request for Qualifications for Airport Engineering Services
10. **Other Items and Communications**
 - A. Council Items
 - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
 - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, OCTOBER 17, 2023**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, October 17, 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.

City Administrator Muetzel requested to add Regular Agenda item 9J – State of Minnesota Fire Department Grant Application.

A motion was made by Council Member Smith and seconded by Council Member Buckley to approve the agenda with the addition of Regular Agenda item 9J – State of Minnesota Fire Department Grant Application. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve the October 3, 2023, minutes as presented. Motion passed by unanimous vote.

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

1. Approve City Assistance with Celebrate Redwood Falls – Haunted Hotel
2. Declare Portable Radios as Surplus Property and Authorize Sale

Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:02 p.m. to discuss a delinquent utility account.

Finance Director Klages introduced Resolution No. 58 of 2023 – Resolution Adopting Assessments for Delinquent Accounts.

Ms. Klages stated the proposed Resolution is to adopt assessments for delinquent utility accounts 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 5:03 p.m.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to waive the reading of Resolution No. 58 of 2023 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to approve Resolution No. 58 of 2023 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

Sheila Stage, HR Coordinator was present to introduce the Compensation Study – Establishment of Comparison Organizations.

Ms. Stage stated on September 5, 2023, Council gave the approval for Staff to go ahead with a Compensation Study to be done by David Drown & Associates (DDA) in 2024. The next step in the process is to select the benchmark communities in the region to serve as a comparison group for the study. Mark Goldberg from DDA met with Staff on September 26, 2023, to get the benchmark communities selected and the process started for the Compensation Study. Staff selected 20 communities in the State that are similar to Redwood Falls in terms of size, service offerings, tax capacity, and with whom the City may compete for employees. After careful review, staff is recommending that the 20 presented communities be used as Comparison Organizations in the Compensation Study for 2024.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the Comparison Organizations for the 2024 Compensation Study. Motion passed by unanimous vote.

City Attorney Dammann introduced Resolution No. 59 of 2023 – Resolution to Adopt a Comprehensive Schedule of Offenses and Establish Administrative Penalties.

Mr. Dammann stated the City Council previously adopted Ordinance 91, Third Series, an ordinance establishing a procedure for adjudicating administrative offenses and providing for a schedule of offenses and administrative penalties. Over the years the Council has supplemented Ordinance 91 with several Resolutions adopting a schedule of offenses and establishing administrative penalties. The last resolution to do so was Resolution No. 4 of 2023.

Mr. Dammann stated given recent changes in City Ordinance creating new petty misdemeanor offenses within Chapter 10, an update to the schedule of offenses and administrative penalties is needed. These updates include providing for new fine amounts for the use of cannabis in a public place (10.20), keeping more than 5 dogs in a single household (10.46.4.D), and allowing dangerous or potentially dangerous dog in the City dog park (10.46.16.E.2). Within the Resolution, Chapter 10 was also renumbered correctly to correspond with the current City Code. Amendments and additions are underlined within the resolution.

A motion was made by Council Member Buckley and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 59 of 2023 – Resolution to Adopt a Comprehensive Schedule of Offenses and Establish Administrative Penalties. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Sandgren to approve Resolution No. 59 of 2023 – Resolution to Adopt a Comprehensive Schedule of Offenses and Establish Administrative Penalties. Motion passed by unanimous vote.

Public Works Project Coordinator Doering introduced the 2023 Street Sealcoating Improvements – Final Pay Request.

Mr. Doering stated the final contract price totals \$277,908.00. This action will also set the 1-year maintenance period and final acceptance date of October 17, 2024. Any material deficiencies observed during the maintenance period must be brought to the attention of the Contractor, in writing, before the final acceptance date.

A motion was made by Council Member Sandgren and seconded by Council Member Smith to approve the 2023 Street Sealcoating Improvements – Final Pay Request in the amount of \$277,908.00. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 60 of 2023 – Resolution Supporting Pursuit of 2023 Local Road Improvement Program Funding From MnDOT for the C.S.A.H 24 Turn Lane Improvements.

Mr. Doering stated Resolution No. 60 authorizes the Local Road Improvement Grant (LRIP) Application for the two required future turn lanes on C.S.A.H 24 for the Reflection's Prairie and Ridge Developments. The deadline for the application is December 8, 2023. Staff is recommending the approval of Resolution No. 60 that will enable the submission of the grant application to secure up to the \$1,500,000.00 maximum in State funds. LRIP funds can be used for 100% of the construction costs. The turn lanes are to be constructed by the end of the 2026 construction year. A dated project estimate put the construction costs at \$1.2 million. Bolton and Menk Inc. is currently updating the estimate according to current bid costs and projected inflation. There is an expected high demand for the grant dollars available and in the event the project is not approved, a subsequent application will be made in 2024. Municipal State Aid Street funding can also be used to construct the turn lanes in the event LRIP funding does not come through.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to waive the reading of Resolution No. 60 of 2023 – Resolution Supporting Pursuit of 2023 Local Road Improvement Program Funding From MnDOT for the C.S.A.H 24 Turn Lane Improvements. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 60 of 2023 – Resolution Supporting Pursuit of 2023 Local Road Improvement Program Funding From MnDOT for the C.S.A.H 24 Turn Lane Improvements. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 61 of 2023 – Designation of Annual Polling Place.

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

A motion was made by Council Member Smith and seconded by Council Member Sandgren to waive the reading of Resolution No. 61 of 2023 – Designation of Annual Polling Place. Motion passed by unanimous vote.

A motion was made by Council Member Buckley and seconded by Council Member Arentson to approve Resolution No. 61 of 2023 – Designation of Annual Polling Place. Motion passed by unanimous vote.

City Attorney Trenton Dammann introduced Ordinance No. 87, Fourth Series – An Ordinance Amending Redwood Falls City Code of Ordinances § 9.10 Relating to Weather Emergency.

Mr. Dammann stated City Staff annually confront the issues of vehicle parking on City streets and private property during declared weather emergencies. The current section of City Code regulating the declaration of such emergencies and citizens' obligations during such emergencies (Section 9.10) has led to a certain level of confusion amongst citizens that has been heard at administrative hearings as well as difficulties amongst City staff with enforcement. Proposed Ordinance No. 87 is an amending ordinance that was drafted after reviewing and using examples of language in similar ordinances already approved by other Minnesota cities. Removed language has been stricken through and added language has been underlined for easier comprehension of the proposed modifications.

Mr. Dammann stated the proposed modifications include but are not limited to: 1) giving every emergency an effective end date and time to be included in the weather emergency announcement instead of relying on the cessation of precipitation or the completion of street maintenance (plowing, clearing, salt and sand); and 2) allowing citizens to park vehicles on non-impervious surfaces such as lawns on residential premises during the effective times of an emergency to allow for easier compliance with on-street parking regulations.

A motion was made by Council Member Arentson and seconded by Council Member Buckley to waive the reading of Ordinance No. 87, Fourth Series – An Ordinance Amending Redwood Falls City Code of Ordinances § 9.10 Relating to Weather Emergency. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Shop Mechanic/Street Maintenance Worker Employment Offer.

Mr. Muetzel stated the pending retirement of Vern Stage will create a vacancy for the Shop Mechanic/Street Maintenance Worker position. The vacancy was posted internally and externally, and one application was received, and the candidate was interviewed on October 12. Following the agenda packet deadline for this meeting, the hiring committee made the decision to offer the position to Brock Linsmeier contingent on Council approval. Mr. Linsmeier will start at Pay Grade 4, Step 5 with a six-month probationary period. Mr. Linsmeier's anticipated started date is November 20, 2023. Staff is recommending approval of the Shop Mechanic/Street Maintenance Worker Employment Offer to Brock Linsmeier.

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to approve the Shop Mechanic/Street Maintenance Worker Employment Offer to Brock Linsmeier. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Street Maintenance Worker Employment Offer.

Mr. Muetzel stated the promotion of Darren Hacker created a Street Maintenance Worker position vacancy. The vacancy was posted internally and externally, and seven applications were received, and all seven candidates were interviewed. Following the agenda packet deadline for this meeting, the hiring committee made the decision to offer the position to Nicole Bunting contingent on Council approval. Ms. Bunting will start at Pay Grade 4, Step 5 with a six-month probationary period. Ms. Bunting's anticipated started date is January 8, 2024. Staff is recommending approval of the Street Maintenance Worker Employment Offer to Nicole Bunting.

A motion was made by Council Member Buckley and seconded by Council Member Kerkhoff to approve the Street Maintenance Worker Employment Offer to Nicole Bunting. Motion passed by unanimous vote.

City Administrator Muetzel introduced Agenda Item 9I - Establish City Council Work Session Agenda.

Mr. Muetzel stated the next City Council work session is scheduled for October 31, 2023. In order to prepare for the meeting and ensure adequate time is allowed for each agenda item, Staff is requesting Council formally establish the work session agenda or make a motion to cancel the work session.

Mayor Quackenbush stated due to a lack of agenda items, Council is requesting to cancel the City Council Work Session.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the request to cancel the City Council Work Session on Tuesday, October 31, 2023. Motion passed by unanimous vote.

City Administrator Muetzel introduced the State of MN Fire Department Grant Application.

Mr. Muetzel stated Fire Chief Joe Probst identified a grant opportunity to help fund a portion of the budgeted turn-out gear replacement. The 2023 budget included \$30,000 for the gear replacement. The grant application was approved for \$2,500 and would require a \$2,500 match from the Fire Department. Staff is requesting authorization of the grant application and acceptance of the grant award in the amount of \$2,500.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve the State of MN Fire Department Grant Application and accept the grant award in the amount of \$2,500. Motion passed by unanimous vote.

Mayor Quackenbush stated members of Council and City Staff attended the Kwik Trip Grand Opening on October 17, 2023. At the Grand Opening, Kwik Trip presented a \$1,000.00 donation to the Redwood Falls Police Department and a \$1,000.00 donation to the Redwood Area Community Center.

Council Member Smith discussed the Senate Bonding Tour that took place on October 3, 2023 and the requirement that the Library needs to have all of the funding for the Library Expansion in place prior to receiving any Bonding dollars. Council Member Kerkhoff stated the Library has currently raised \$1.4 million and are continuing to make progress with additional fundraising. They are not concerned about the bonding requirements.

Public Works Project Coordinator Doering gave an update on the 4th Street reconstruction as well as the Reflection Prairie and Reflection Ridge developments. Mr. Doering stated contractors are working to complete the third block of 4th Street. 4th Street will be paved, and preliminary landscaping will be installed as well as all equipment and barriers will be removed for the winter season. 4th Street will be open to traffic and snow removal. Contractors will return in the spring of 2024 and begin work on the remaining three blocks of the project.

Mr. Doering stated weather has caused a few issues at the Reflection Prairie and Reflection Ridge Developments but the substantial completion date for curb, gutter, and bituminous remains as November 24, 2023.

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 Arentson to adjourn the meeting at 6:03 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

AGENDA RECOMMENDATION

Meeting Date: November 7, 2023

Agenda Item: Parade Permit for the Redwood Area Chamber & Tourism

Recommendation/Action Requested:

The Redwood Area Chamber & Tourism has completed the necessary application process and submitted an approved parade route for the City streets along East 4th Street, South Washington Street, and East 2nd Street. The Holiday Parade of Lights will take place on Friday, November 17 at 6:30 p.m. Staff recommends approval.

Attachment: Parade Route

5085



Deputy City Clerk's Office
333 S. Washington Street, PO Box 526
Redwood Falls, MN 56283
507-616-7400
Email: ckodet@ci.redwood-falls.mn.us

Application for Parade Permit
Parade Permit = \$25/event

APPLICANT INFORMATION:	
Name: Breonna Grey	
Address: 200 S. Mill St.	
City, State, Zip: Redwood Falls, MN 56283	
Telephone: 507-637-2828	Email: chamber@redwoodfalls.org
BUSINESS/SPONSORING ORGANIZATION:	
Business/Sponsor Name: Redwood Area Chamber & Tourism	
Address: 200 S. Mill St.	
City State, Zip: Redwood Falls, MN 56283	
Mailing Address (if different from above):	
Phone: 507-637-2828	Alternate Number:
PARADE CHAIR PERSON:	
Name: Anne Johnson	
Address:	
City, State, Zip:	
Telephone: 507-637-2828	Email: chamber@redwoodfalls.org
PARADE INFORMATION:	
Event: 2023 Holiday Parade of Lights	
Date and Hours of Event: November 17, 2023 6:30PM	
Route to be Traveled (attach map of route):	
Length of the Parade: 4 blocks downtown Redwood Falls	
General Composition of Units: 15	
Location of Assembly Area: Redwood County Government Center	

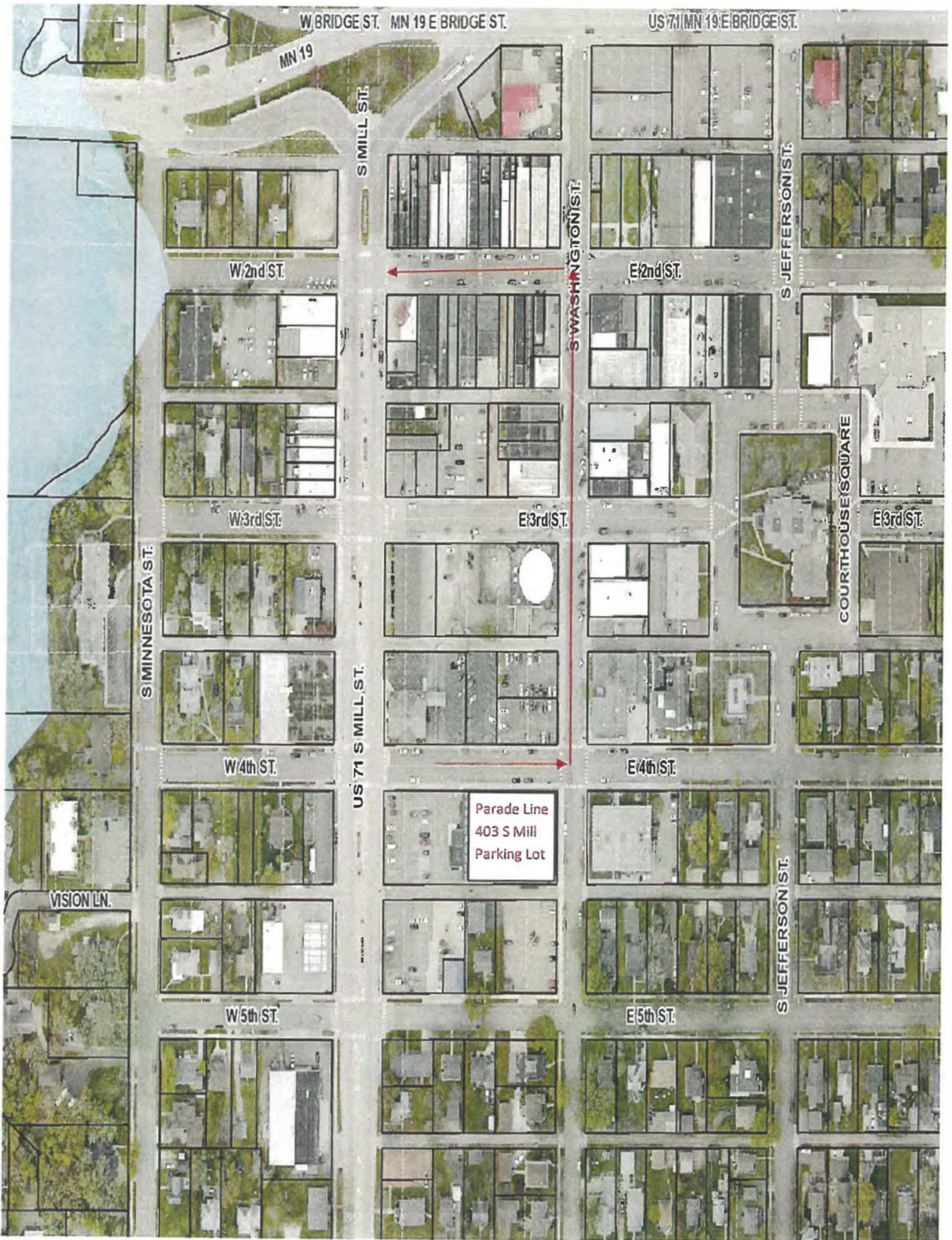
The City of Redwood Falls reserves the right to request additional information to assist in the evaluation of this application. The City Council shall have at least 14 days from and after receipt of the complete application for review prior to granting or denying issuance of a license.

I do hereby swear that the answers in this application are true and correct to the best of my knowledge. I do authorize the City of Redwood Falls, its agents and employees, to obtain information and to conduct an investigation, if necessary, into the truth of the statements set forth in this application and my qualifications for this license.

Signature of Applicant: Breanna Grey Date: 10/17/23

Print Name: Breanna Morgan O. Innis Grey
 First Middle Last

FOR CITY USE ONLY:	
<input type="checkbox"/> Completed Application and Permit Fee received	<input type="checkbox"/> Route Map Attached to Application
<input type="checkbox"/> Route approved by Police Chief	<input type="checkbox"/> City Council approved Application
<input type="checkbox"/> Permit mailed to Applicant	<input type="checkbox"/> Copy of Permit to Police Department
<input type="checkbox"/> Application, Supporting Documents and Permit scanned to Business License; BL Binder Index updated	



AGENDA MEMO

Meeting Date: November 7, 2023

Agenda Item: Authorization of Write-Off of Delinquent Utility Account

Recommendation/Action Requested: Write-off of delinquent utility account #XX-XX330-01 due to Chapter 11 Bankruptcy proceedings.

Summary/Overview: A delinquent account that was previously established with the Redwood Falls Public Utilities Department for the purpose of providing utility services to a premises within Redwood Falls has an outstanding balance of \$1,377.76. The entirety of the delinquency consists of charges for electric service and therefore cannot be assessed to the property nor sent to collections given the constraints of Minnesota statutes and federal bankruptcy law.



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

tdammann@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: November 7, 2023

Agenda Item: Proposed Ordinance No. 87, Fourth Series – An Ordinance Amending Redwood Falls Code of Ordinances §9.10 – Relating to Weather Emergency

Recommendation/Action Requested: The proposed ordinance was introduced at the October 17, 2023, City Council Meeting. At tonight's meeting, staff is requesting Council approve the ordinance by motion and roll call vote in accordance with Chapter 4 of the City Charter.

Summary/Overview: City staff annually confront the issues of vehicle parking on city streets and private property during declared weather emergencies. The current section of City Code regulating the declaration of such emergencies and citizens' obligations during such emergencies (Section 9.10) has led to a certain level of confusion amongst citizens that has been heard at administrative hearings as well as difficulties amongst city staff with enforcement.

Proposed Ordinance No. 87 is an amending ordinance that was drafted after reviewing and using examples of language in similar ordinances already approved by other Minnesota cities. Removed language has been stricken through and added language has been underlined for easier comprehension of the proposed modifications.

The proposed modifications include but are not limited to: 1) giving every emergency an effective end date and time to be included in the weather emergency announcement instead of relying on the cessation of precipitation or the completion of street maintenance (plowing, clearing, salt and sand); and 2) allowing citizens to park vehicles on non-impervious surfaces such as lawns on residential premises during the effective times of an emergency to allow for easier compliance with on-street parking regulations.

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

Attachment: Proposed Ordinance No. 87, Fourth Series

ORDINANCE NO. 87, FOURTH SERIES

AN ORDINANCE AMENDING REDWOOD FALLS CODE OF ORDINANCES § 9.10 RELATING TO WEATHER EMERGENCY.

WHEREAS, City staff have received community comment, reviewed the emergency parking ordinance § 9.10, and have identified issues in need of redress; and

WHEREAS, to make the emergency parking process more clear, and more easily followed and enforceable, city staff are recommending changes to the existing ordinance.

NOW THEREFORE THE CITY COUNCIL OF REDWOOD FALLS ORDAINS:

SECTION 1. That Redwood Falls City Code of Ordinances §9.10 shall be amended as follows:

§ 9.10 WEATHER EMERGENCY

Subd. 1. *Definitions.*

A. For purposes of this section, the term "emergency" means a condition created on city streets because of the presence of snow, freezing rain, sleet or ice thereon or other natural phenomenon which create or are likely to create hazardous road conditions or impede or are likely to impede the free movement of fire, health, police, emergency or other vehicular traffic, when the same has been duly declared.

B. For the purposes of this section, the definitions included in Section 11.13 of this City Code, as passed and adopted by the City Council of Redwood Falls, and as the same may be amended from time to time, shall also apply.

Subd. 2. *Declaration of Emergency.* Whenever in the opinion of the City Administrator, or in his or her absence the Chief of Police, an emergency exists, he or she may declare the same and cause an announcement thereof to be made to local news media.

Subd. 3. *Beginning and Duration of Emergency.*

A. When declaring an emergency the City Administrator will state the date and time when the emergency goes into effect and the date and time the emergency will end. The emergency shall begin no earlier than one hour after announcement to news media.

B. Once declared, the emergency shall remain in effect ~~until all streets are completely plowed~~ until the effective end date and time; provided that, the emergency may, in the same manner, be cancelled prior to expiration or redeclared for subsequent like periods of time.

Subd. 4. *Unlawful Acts.*

A. During an emergency, it is unlawful to park or leave standing any vehicle upon a snow emergency route designated and duly sign-posted as such.

B. During an emergency, it is unlawful to park or leave standing any vehicle upon a street on which parking has been restricted by the declaration of an emergency.

~~C. A person who violates Subds. 4.A. or B. of this section is guilty of a misdemeanor punishable by a fine of up to \$1,000 and/or 90 days in jail or that amount which may be lawfully prescribed by a municipality for an ordinance violation that is defined as a misdemeanor.~~

C. The act of parking or permitting a vehicle to remain parked on any street contrary to the prohibitions of this section constitutes a violation notwithstanding the progress of street maintenance operations.

Subd. 5. *Exceptions.* This section shall not apply to persons in charge of wreckers or authorized emergency vehicles while actually servicing mechanical, fire, police or medical emergencies.

~~— A. Persons in charge of wreckers or authorized emergency vehicles while actually servicing mechanical, fire, police or medical emergencies.; or~~

~~— B. Any street when it has been fully and completely (curb to curb) cleared, sanded, salted or cleaned.~~

Subd. 6. *Rules and Regulations.* Rules and regulations relating to snow removal shall be in accordance with the uniform policy promulgated by the City Administrator. The regulations shall be posted in the office of the City Administrator and further notice may otherwise be given as the Council may direct.

Subd. 7. Residential Property Parking During Emergency. Notwithstanding any prohibition or limitation contained within any other provision, paragraph, subdivision, section, or chapter of this Code, after an emergency has been declared and only while the emergency remains active, a person may park or store on residential premises any number of motor vehicles or accessory vehicles on non-impervious surfaces within a side or rear yard. All such vehicles shall be licensed, registered, and operable and must not be parked within any setback line applicable to the particular parcel unless on an impervious surface.

SECTION 2. Effective Date. This Ordinance becomes effective from and after its passage.

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

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

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

(City Seal)

Notary Public

Introduction: 10/17/2023
Posting: 10/25/2023
Adopted:
Approval Published:

AGENDA RECOMMENDATION

Meeting Date: November 7, 2023

Agenda Item: Final Pay Request for Drew Street Distribution Relocation

Recommendation/Action Requested: Public Utilities Staff Recommends Approval

Summary/Overview: The final contract price for the Drew Street Distribution Relocation was \$745,041.23. The original contract price was \$155,108.73 less than the final but more material and labor were required than the engineers estimated, along with the Change Order of the Reflections Addition.

Castrejon, Inc has submitted all the necessary paperwork, which DGR has signed off on and has submitted the final pay request in the amount of \$41,227.81.

Attachments: Final Pay Request
Final Contract Breakdown
Engineer's Statement of Completion



SUMMARY

VALUE OF WORK COMPLETED TO DATE	\$745,041.23	ORIGINAL CONTRACT PRICE	<u>\$589,932.50</u>
LESS RETAINAGE (0%)	<u>\$0.00</u>	EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions)	\$745,041.23
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT	\$745,041.23	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT	<u>\$745,041.23</u>
LESS ESTIMATES PREVIOUSLY APPROVED		EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT	<u>\$0.00</u>
Pay Estimate No 1	\$129,611.35	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL THIS PAYMENT	100%
Pay Estimate No 2	\$70,726.07		
Pay Estimate No 3	\$77,081.72		
Pay Estimate No 4	\$93,291.88		
Pay Estimate No 5	\$61,647.66		
Pay Estimate No 6	\$134,075.24		
Pay Estimate No 7	\$109,643.30		
Pay Estimate No 8	\$27,736.20		
Pay Estimate No 9			
Pay Estimate No 10			
Pay Estimate No 11			
TOTAL AMOUNT DUE THIS ESTIMATE	<u>\$41,227.81</u>		

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

Prepared by CASTREJON, INC. Contractor

Maurea Castrejon *DATE 09.29.2023*

CERTIFICATE

THE AMOUNT OF \$ \$41,227.81 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT

CITY OF REDWOOD FALLS/PUBLIC UTILITIES, Owner
 By *Keith Jones*
 Title City Administrator
 Date 10-16-23

Kari Klages
 Finance Director
 10/16/23

DGR ENGINEERING, Engineer
 By *Chris R*
 Date 10-6-23

**Drew Street Distribution Relocation
City of Redwood Falls/Public Utilities
Redwood Falls, Minnesota**

FINAL CONTRACT BREAKDOWN

ORIGINAL CONTRACT PRICE	\$	589,932.50
Change Order No. 1	\$	109,500.00
Unit Quantity Additions / Deletions	\$	45,608.73
		<hr/>
TOTAL PROJECT CONSTRUCTION COST	\$	745,041.23
Less Previous Payments	\$	703,813.42
		<hr/>
FINAL AMOUNT DUE TO CONTRACTOR	\$	41,227.81
		<hr/>

**ENGINEER'S STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF CONTRACT CONSTRUCTION**

TO: City of Redwood Falls/Public Utilities
333 S Washington Street, PO Box 526
Redwood Falls, MN 56283
Drew Street Distribution Relocation
PROJECT DESIGNATION

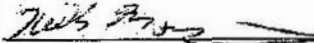
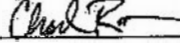
I, the undersigned Engineer of the above designated project, do hereby state that:

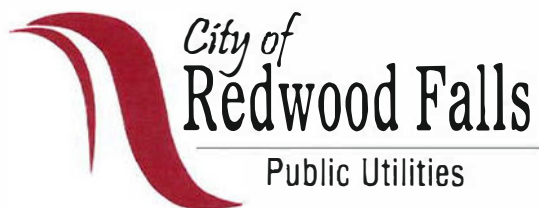
1. The construction provided for pursuant to Construction Contract No. NA, dated August 20, 2021, including all approved amendments and change orders, (hereinafter called the "Project") between City of Redwood Falls/Public Utilities ("Owner") and Castrejon, Inc. ("Contractor") has been completed as of October 3, 2023 and to the best of my knowledge, information and belief, based on observations made during the period of construction, is in substantial compliance with the provisions of the Construction Contract, including all plans, specifications and drawings, and modifications thereof.

To the best of my knowledge, information, and belief,

2. Defects in workmanship and materials reported during the period of construction of the Project have been corrected.
3. The total cost of the project as completed is seven hundred forty-five thousand, eight hundred thirteen and 42/100 dollars (\$745,041.23).
4. The Final Inventory attached hereto and made a part hereof is a complete and accurate summary of the work performed in accordance with the Construction Contract.

Accepted:

<u>City of Redwood Falls/Public Utilities</u> Owner	<u>DGR Engineering</u> Engineer
Sign <u></u>	Sign <u></u>
Print <u>Keith Muehle</u>	Print <u>Chad Rasmussen, P.E.</u>
Title <u>City Administrator</u>	Title <u>Project Manager</u>
Date <u>10-13-23</u>	Date <u>10-6-23</u>



Jason Halvorson
Public Utilities Superintendent

Phone: 507-616-7490

Cell: 507-430-2114

jhalvorson@ci-redwood-falls.mn.us

AGENDA RECOMMENDATION

Meeting Date: November 7, 2023

Agenda Item: Final Pay Request for 2023 Distribution Improvements

Recommendation/Action Requested: Public Utilities Staff Recommends Approval

Summary/Overview: The final contract price for the 2023 Distribution Improvements was \$433,911.00. The original contract price was \$9,929.00 more than the final but less material and labor were required than the engineers estimated.

Castrejon, Inc has submitted all of the necessary paperwork, which DGR has signed off on and has submitted the final pay request in the amount of \$40,866.55.

Attachments: Final Pay Request
Final Contract Breakdown
Engineer's Statement of Completion



SUMMARY

VALUE OF WORK COMPLETED TO DATE	\$433,911 00	ORIGINAL CONTRACT PRICE	<u>\$443,840.00</u>
LESS RETAINAGE (0%)	<u>\$0.00</u>	EXPECTED FINAL CONTRACT COST (w/C O.s, Additions & Deletions)	\$433,911 00
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT	\$433,911 00	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT	<u>\$433,911 00</u>
LESS ESTIMATES PREVIOUSLY APPROVED		EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT	<u>\$0.00</u>
Pay Estimate No 1	\$112,539 85	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL THIS PAYMENT	100%
Pay Estimate No 2	\$146,965.00		
Pay Estimate No 3	\$133,539.60		
Pay Estimate No 4			
Pay Estimate No 5			
Pay Estimate No 6			
Pay Estimate No 7			
Pay Estimate No 8			
Pay Estimate No 9			
Pay Estimate No 10			
Pay Estimate No 11			
TOTAL AMOUNT DUE THIS ESTIMATE	<u>\$40,866.55</u>		

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract

Prepared by CASTREJON, INC., Contractor

By Mareca Casuffo Date 09.29.2023

CERTIFICATE

THE AMOUNT OF \$ \$40,866.55 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT

CITY OF REDWOOD FALLS/PUBLIC UTILITIES, Owner

DGR ENGINEERING, Engineer

By [Signature]
 Title City Administrator
 Date 10-13-23

Kari Klages
 Finance Director
 10/16/23

By [Signature]
 Date 10-6-23

2023 Distribution Improvements

City of Redwood Falls/Public Utilities

Redwood Falls, Minnesota

FINAL CONTRACT BREAKDOWN

ORIGINAL CONTRACT PRICE	\$	443,840.00
Unit Quantity Additions / Deletions	\$	(9,929.00)
		<hr/>
TOTAL PROJECT CONSTRUCTION COST	\$	433,911.00
Less Previous Payments	\$	393,044.45
		<hr/>
FINAL AMOUNT DUE TO CONTRACTOR	\$	40,866.55
		<hr/>

**ENGINEER'S STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF CONTRACT CONSTRUCTION**

TO: City of Redwood Falls/Public Utilities
333 South Washington Street, PO Box 526
Redwood Falls, MN 56283
2023 Distribution Improvements
PROJECT DESIGNATION

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Construction Contract No. NA, dated March 24, 2023, including all approved amendments and change orders, (hereinafter called the "Project") between City of Redwood Falls/Public Utilities ("Owner") and Castrejon, Inc. ("Contractor") has been completed as of September 29, 2023 and to the best of my knowledge, information and belief, based on observations made during the period of construction, is in substantial compliance with the provisions of the Construction Contract, including all plans, specifications and drawings, and modifications thereof.

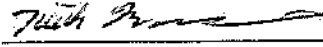
To the best of my knowledge, information, and belief,


2. Defects in workmanship and materials reported during the period of construction of the Project have been corrected.
3. The total cost of the project as completed is four hundred thirty-three thousand, nine hundred eleven and 0/100 dollars (\$433,911.00).
4. The Final Inventory attached hereto and made a part hereof is a complete and accurate summary of the work performed in accordance with the Construction Contract.

Accepted:

City of Redwood Falls/Public Utilities
Owner

DGR Engineering
Engineer

Sign 
Print Keith Mueckel
Title City Administrator
Date 10-13-23

Sign 
Print Chad Rasmussen, P.E.
Title Project Manager
Date 10-6-23

AGENDA RECOMMENDATION

Meeting Date: November 7, 2023

Agenda Item: Resolution No. 62 of 2023 – Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code

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 order to use the proceeds of a bond issuance to reimburse project expenditures made prior to the issuance of those bonds, IRS regulations require that the City make a declaration of intent to reimburse itself not later than 60 days after the expenditure is actually paid.

Staff is currently working with DGR, the City's electric engineer, as well as Shannon Sweeney, the City's Financial Advisor on a recommendation to issue bonds to fund 2023-2025 electric capital projects. In order to use any bond proceeds to cover some of the 2023 capital expenditures, the City must make this declaration of intent to reimburse. Resolution number 62 of 2023 authorizes the City Finance Director to make these declarations on behalf of the City.

Attachments: Resolution No. 62 of 2023

RESOLUTION NO. 62 OF 2023

A RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council (the "Council") of the City of Redwood Falls, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the Finance Director to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

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

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting Finance Director of the City of Redwood Falls, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the Redwood Falls City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

Project Name & Costs: _____

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$ _____ is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: _____, 2023

Kari Klages, Finance Director
City of Redwood Falls, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Clerk of the City of Redwood Falls, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on _____, 2023. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Clerk of the City of Redwood Falls, Minnesota, this ____ day of _____, 2023.

City Clerk



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

tdammann@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: November 7, 2023

Agenda Item: Resolution No. 63 of 2023 – Approving Memorandum of Understanding Between the City of Redwood Falls and Redwood Area School District ISD #2897 Concerning School Resource Officer.

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

Summary/Overview: Since 2002, the City of Redwood Falls and the Redwood Area School District have cooperated in placing a School Resource Officer ("SRO") in the High School/Middle School building of the District in an effort to proactively address school safety, diversionary programming, and inappropriate student behaviors; and in 2014 that agreement was formalized into a Memorandum of Understanding that has automatically renewed on an annual basis.

In 2023, Minnesota lawmakers included two provisions in the education bill amending Minn. Stat. Chapter 121A which governs student rights, responsibilities, and behavior. These provisions limit the use of force toward students by School Resource Officers and officers contracted with a school (agents of a school). The change in the law became generally known to law enforcement and legal communities in the middle of August 2023 as the new school year was about to begin. Due to concerns and questions over the proper use of force by SROs in school settings and possible criminal, civil, and professional liability that SROs could incur, several agencies throughout the State of Minnesota removed their SROs from school facilities prior to or at the beginning of the school year.

The Minnesota Attorney General is empowered by law to issue binding guidance on legal issues relating to public schools. The AG has exercised this power twice now regarding the amendments to Chapter 121A, once on August 22, 2023, and again on September 20, 2023. Given the AG's September opinion and LMCIT analysis of that opinion, City staff is recommending that the SRO program continue but with new terms and conditions as outlined in a new Memorandum of Understanding which has already been reviewed and approved by the school board of the District.

Attachments: Resolution No. 63 of 2023
Memorandum of Understanding

RESOLUTION NO. 63 OF 2023

**APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF REDWOOD FALLS AND REDWOOD AREA SCHOOL DISTRICT ISD #2897
CONCERNING SCHOOL RESOURCE OFFICER**

WHEREAS, since 2002, the City of Redwood Falls (“City”) and the Redwood Area School District, #2897, (“District) have cooperated in placing a School Resource Officer ("SRO") in the High School/Middle School building of the District; and

WHEREAS, on August 18, 2014, the City and District entered into a Memorandum of Understanding (“Memorandum”) to formally memorialize their mutual understandings of the terms and conditions under which the SRO program would continue at that time; and

WHEREAS, due to recent amendments to student discipline laws in the State of Minnesota, specifically addressing the use of force by school resource officers and other officers working in a school setting, the City and District agree that the Memorandum is now outdated, and a new understanding is needed; and

WHEREAS, the City and District have formally restated and memorialized their mutual understandings of the terms and conditions under which the SRO program will now continue in a new Memorandum of Understanding for the 2023 school year; and

WHEREAS, the District’s school board reviewed and approved the new Memorandum of Understanding at its regularly scheduled meeting on October 23, 2023.

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

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

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

ATTEST:

Keith Muetzel, City Administrator

(City Seal)

Tom Quackenbush, Mayor

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

Notary Public

**MEMORANDUM OF UNDERSTANDING CONCERNING
SCHOOL RESOURCE OFFICER**

THIS MEMORANDUM OF UNDERSTANDING CONCERNING SCHOOL RESOURCE OFFICER (the "Memorandum") is effective as of the 23 day of ~~October~~, 2023 (the "Effective Date") through the end of the 2023-2024 school calendar year, by and between the City of Redwood Falls, a home-rule charter city of the State of Minnesota, 333 South Washington Street, P.O. Box 526, Redwood Falls, MN 56283 (the "City"), and ISD #2897, Redwood Area School District, an independent school district within the State of Minnesota, 100 George Ramseth Drive, Redwood Falls, MN 56283 (hereinafter referred to as "District").

RECITALS:

WHEREAS, since 2002, the City and District have cooperated in placing a School Resource Officer ("SRO") in the High School/Middle School building of the District in an effort to proactively address school safety, diversionary programming, and inappropriate student behaviors; and

WHEREAS, the salary, programming and educational costs associated with the SRO were initially offset by a federal COPS in Schools grant; and

WHEREAS, while the COPS in Schools grant has since expired, the City and District both saw the immediate and long-term benefits of continuing the SRO program, and have continued the program informally over a number of years; and

WHEREAS, the City and District entered into a Memorandum of Understanding, dated August 18, 2014, to formally memorialize their mutual understandings of the terms and conditions under which the SRO program would continue at that time; and

WHEREAS, due to recent amendments to student discipline laws in the State of Minnesota, Minnesota Statutes Sections 121A.58 and 121A.582. See Act of May 24, 2023, Ch. 55, Art. 2, § 36; Art. 12, § 4; specifically addressing the use of force by school resource officers and other officers working in a school setting, the City and District agree that the Memorandum of Understanding Concerning School Resource Officer, dated August 18, 2014, is now outdated and a new understanding is needed; and

WHEREAS, the City and District desire to formally restate and memorialize their mutual understandings of the terms and conditions under which the SRO program will now continue.

NOW, THEREFORE, the parties recite their mutual understandings as follows:

1. **SRO Position.** The City agrees to employ one (1) dedicated SRO to be stationed in the High School/Middle School building during the term of this Memorandum. The assigned SRO shall: (a) be a licensed peace officer; (b) shall possess a sufficient knowledge of the applicable federal and state laws, city and county ordinances, and District policies, rules and regulations; (c) be capable of conducting in depth criminal investigations; (d) possess an even temperament and set a good example for students; and (e) possess communication skills that would enable the SRO

to function effectively within the school environment. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City. The SRO will operate under direct administration and supervision of the City's Police Chief but will work in cooperation with District administration to further mutually agreed upon goals involving the City and the District's schools and students. The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not necessarily limited to sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of this memorandum. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City shall hold the District free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.

2. Hours/Responsibilities. The number of hours that an SRO officer shall be assigned to the High School/Middle School during a school calendar work week shall be thirty-two (32) hours. Specific SRO duty hours at the school shall be set by the Redwood Falls Chief of Police or his representative, including breaks, meal periods or special event requests. It is understood and agreed that time spent by the SRO in attending criminal cases related to the SRO's job duties, juvenile court or any other necessary court proceedings, and/or staff meetings shall be considered as hours worked under this Memorandum. The City reserves the right, in cases of emergency, to utilize the SRO in responding to non-District related incidents. In the event of such emergencies, the response time spent shall not be considered hours worked under this Memorandum. In such an event, the compensation paid by the District to the City shall be reduced by a similar number of hours, or the hours shall be made up in a manner determined by mutual agreement of the parties.

3. Equipment. The City shall provide a department-issued uniform. The SRO shall wear an appropriate uniform while performing duties under this Memorandum. The City shall provide an equipped and insured squad car to the SRO, firearm and ammunition, protective and tactical gear, and other materials customarily provided to other uniformed officers employed by the City. The District agrees to provide the SRO with the usual and customary office supplies (including computer, printer, fax, and internet access) and forms required in the performance of SRO duties. In addition, the SRO shall be provided with a private and securable office within the school building that is accessible to the students. The District agrees to provide the SRO with a security safe in the SRO office for the storage of firearms, evidence and sensitive materials.

4. SRO Duties. The SRO shall have the following duties:

- (a) To protect lives and ensure safety of the staff and students of the District;
- (b) To enforce Federal, State and local criminal laws and ordinances;
- (c) To investigate criminal activity committed on or adjacent to school property;
- (d) To investigate students suspected criminal misconduct;

- (e) To answer questions and conduct classroom presentations for students in the law-related education field;
- (f) To conduct or aid in investigations concerning students and juveniles or other investigations as assigned;
- (g) To provide security for special school events or functions at the request of the District; and
- (h) To provide traffic control during the arrival and departure of students on an as needed basis.

In the performance of duties, the SRO shall coordinate and communicate with the Superintendent or designee of the District. However, the SRO does not have disciplinary authority within the District's schools and will not be considered an educational service provider. Suspect threats or other events that may threaten staff or student safety that are observed or discovered by either party shall be immediately reported to the other party. All investigation activities shall be conducted by the SRO in accordance with federal and state law, and the SRO shall conduct investigations in the manner and using techniques deemed appropriate by the SRO. District officials shall allow the SRO to inspect and copy any public records maintained by the District, including but not limited to student directory, information, yearbooks and records management information. However, law enforcement officials may not inspect and/or copy confidential student education records except to aid in investigations or emergency situations where such information is necessary to protect the health or safety of the student(s), staff or other individuals. In such a situation, District may disclose to the SRO that information which is reasonably needed to respond to the emergency based on the seriousness of the threat and the extent to which time is of the essence.

5. Term. The term of this Memorandum shall commence on the 23 of October 2023, through the end of the 2023-2024 school calendar year. The Memorandum shall be automatically renewed and extended annually for additional and successive one-year school calendar year terms. Either party may terminate this Memorandum of Understanding, without cause, upon at least thirty (30) days' written notice directed toward the end of any month.

6. Consideration. For and in consideration of foregoing, the District agrees to reimburse the City based on the following formula: 32 hours per week during the school calendar year, at the current hourly rate of the SRO's salary, including fringe benefits. The City will invoice the District following each pay period with payment due upon receipt of the invoice. Any overtime pay due to the SRO, as defined in the LELS Union Contract, which resulted from school events, will be included.

7. Insurance and Indemnification. The District shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than the amounts required by the tort limitation caps set out in Minnesota Statutes §466, for any acts or omissions that occur or claims that are made during the term of the Memorandum concerning the performance of the duties of the SRO officer or the SRO program. City shall be listed as an additional insured. The District agrees to defend and hold the City, its agents and its employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of

the duties of the SRO officers or the SRO Program, including the use of prone or passive restraint or the taking of an individual to the ground.

8. Scope of Relationship. This Memorandum applies only to services provided to the District by the police officer of the City assigned to the District as an SRO. This Memorandum does not apply to police officers responding to a call at a school or otherwise providing services outside the scope of services provided by an SRO. This Memorandum does not and shall not be deemed to make either Party hereto the agent or legal representative of the other for any purpose whatsoever. Neither Party shall have the right or authority to assume or create any obligations or responsibility whatsoever, express or implied, on behalf of or in the name of the other.

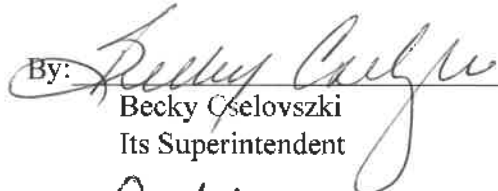
9. Minnesota Law. This Memorandum shall be construed and enforced in accordance with the laws of the State of Minnesota.

10. Amendment, Modification, Waiver. No amendment, modification, or waiver of any condition, provision or term of this Memorandum shall be valid or of any effect unless and until made in writing, signed by both parties or their duly authorized representatives, and specifying with particularity the extent and nature of such amendment, modification or waiver.

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

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute and deliver this Memorandum of Understanding, to be effective as of the day and year first above written.

Redwood Area School District, ISD #2897
a Minnesota Independent School District

By: 
Becky Cselovszki
Its Superintendent

By: 
Darin Prescott
Its School Board Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF REDWOOD)

The foregoing instrument was acknowledged before me on this ____ day of October 2023, by Becky Cselovszki and Darin Prescott, the Superintendent and School Board Chair, respectively, of Redwood Area School District, ISD #2897, a Minnesota Independent School District, on behalf of the District.

Notary Public

City of Redwood Falls,
a Minnesota Home-Rule Charter City

By: _____
 Tom Quackenbush
 Mayor

By: _____
 Keith Muetzel
 City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF REDWOOD)

The foregoing instrument was acknowledged before me on this ____ day of November 2023, by Tom Quackenbush and Keith Muetzel, the Mayor and City Administrator, respectively, of the City of Redwood Falls, a Minnesota home-rule charter City, on behalf of the City of Redwood Falls.

Notary Public

This document drafted by:
Redwood Falls City Attorney (TLD)
333 S. Washington Street, P.O. Box 526
Redwood Falls, MN 56283

Meeting Date: November 7, 2023
AGENDA RECOMMENDATION

Agenda Item: Resolution No. 64 Health Insurance Renewal and Employee Share of Premiums

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

Summary/Overview: Staff worked with the City’s Insurance Broker, Jenny Van Denise, from Gallagher Insurance Consulting to obtain Group Health Insurance proposals for 2024. Three vendors responded to the renewal and marketing summary. Jenny renegotiated with our current health insurance provider United Healthcare as well as two other providers. At the time of renewal, the City was running a 122% loss ratio with United Healthcare and received the following bids:

UHC with Plan Alternates

- \$500/\$1000 deductible plan (similar to underlying HRA plan design) with a 52% increase.
- \$3,200/\$6,400 HSA Plan: 32.9% increase

Market Check with other providers

- BCBS 22% increase (HRA Administration cost not included, would need a separate vendor & extra cost)
- HealthPartners: Declined to Quote

UHC Renewal (Same Plan Designs)

- Initial UHC Renewal: 28.4% increase
- Gallagher Negotiated UHC renewal: 25.4% increase with the same plan design as 2023 & same HRA Administration.

Staff recommends accepting the renewal of our current group health plan with United Healthcare in 2024 at an increase of 25.4% in premiums. This proposal maintains the same coverages provided in 2023. Staff also calculated employee/employer contributions, referenced in the table below, for 2023 using the 80/20 family policy formula and 90/10 single policy formula approved in prior years.

		2024 TOTAL RATE FOR ALL EMPLOYEES							\$2,400/\$4,800
		2024	UHC's 2023	2023	2022	2021	2020	2019	Max Out of Pocket
<u>All non-union employees will pay:</u> Family Coverage: 20% of the total premium while the City will pay 80%. Single Coverage: 10% of the total premium while the City will pay 90%.	Family Health Premium	\$2,571.55	\$2,050.82	\$2,055.76	\$1,977.07	\$1,865.16	\$1,652.93	\$1,530.50	
	Family Self Funding	\$ 298.28	\$ 299.25	\$ 294.31	\$ 299.99	\$ 322.90	\$ 273.55	\$ 327.34	
	Total Family Premium	\$2,869.82	\$2,350.07	\$2,350.07	\$2,277.06	\$2,188.07	\$1,926.47	\$1,857.84	
	Single Health Premium	\$1,072.89	\$ 855.64	\$ 857.70	\$ 824.87	\$ 778.18	\$ 689.63	\$ 638.56	
	Single Self Funding	\$ 75.51	\$ 78.77	\$ 76.71	\$ 84.28	\$ 90.66	\$ 77.53	\$ 93.10	
	Total Single Premium	\$1,148.40	\$ 934.41	\$ 934.41	\$ 909.14	\$ 868.83	\$ 767.16	\$ 731.66	
20% Total Premium	Employee Share Family	\$ 573.96	\$ 470.01	\$ 470.01	\$ 455.41	\$ 437.61	\$ 385.29	\$ 371.58	
80% Total Premium	City Share Family	\$2,295.86	\$1,880.06	\$1,880.06	\$1,821.65	\$1,750.45	\$1,541.18	\$ 1,486.26	
10% Total Premium	Employee Share Single	\$ 114.84	\$ 93.44	\$ 93.44	\$ 90.91	\$ 86.88	\$ 76.72	\$ 73.18	
90% Total Premium	City Share Single	\$1,033.56	\$ 840.97	\$ 840.97	\$ 818.23	\$ 781.95	\$ 690.44	\$ 658.48	
2024 Per Paycheck Ded Family	286.98								
2024 Per Paycheck Ded Single	57.42								
Family Max out of Pocket \$2400 – Single/\$4800 - Family		45% (Blended)	45% (Blended)	45% (Blended)	45% (Blended)	40% (Blended)	48% (Blended)		
		Self Fund	Self Fund	Self Fund	Self Fund	Self Fund	Self Fund	Self Fund	
		Exposure	Exposure	Exposure	Exposure	Exposure	Exposure	Exposure	

RESOLUTION NO. 64 OF 2023

A RESOLUTION SETTING AND ADOPTING THE 2024 CONTRACT RENEWAL OF GROUP HEALTH INSURANCE AND THE EMPLOYER'S SHARE OF PREMIUM FOR HEALTH INSURANCE COVERAGE

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

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

WHEREAS, City Staff worked with the City's Insurance Broker, Jenny Van Denise, from Gallagher Insurance Consulting to obtain Group Health Insurance proposals for 2024. Three vendors responded to the Request for Proposals. Ms. Van Denise renegotiated with the City's current health insurance provider United Healthcare. The proposed agreement includes a 25.4% increase in premiums and an employer's share for non-union of 80% for family health insurance coverage and 90% for single health insurance coverage, and maintains the same coverages provided in 2024.

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

1. The proposed agreement renewing the City's current group health insurance contract with United Healthcare for 2024 is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The agreement described above shall be maintained and insured as allowed by law.

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

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

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

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

Notary Public



The City of Redwood Falls – 2024 Renewal Summary



Gallagher

Insurance | Risk Management | Consulting

2023 UHC Claims Data

- At time of renewal the City was running 122% loss ratio with UHC

2024 UHC Renewal & Marketing Summary

- UHC Renewal (Same Plan Design)
 - Initial UHC Renewal: 28.4% increase
 - Gallagher Negotiated UHC Renewal: 25.4% increase
- UHC Plan Alternates
 - \$500/\$1,000 Deductible plan (similar to underlying HRA plan design) 52% increase
 - \$3,200/\$6,400 HSA Plan: 32.9% increase
- Market Check
 - BCBS 22% increase (HRA Administration costs not included, would need a separate vendor)
 - HealthPartners: Declined to Quote



Meeting Date: November 7, 2023

AGENDA RECOMMENDATION

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

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

Summary/Overview: Staff worked with the City’s Insurance Broker, Jenny Van Denise, from Gallagher Insurance Consulting to obtain Group Dental Insurance proposals for 2024. Jenny renegotiated with our current dental insurance provider Delta Dental of MN to renew the current contract. Staff recommends accepting the renewal of our current group dental plan with Delta Dental in 2024 at an increase of 4.70% in premiums. This proposal maintains the same coverages provided in 2023. Staff also calculated employee contributions, referenced in the table below, for 2024 with a 4.7% increase in premiums. The proposal is a 100% Employee paid benefit plan for 2024 with the monthly premiums listed below. Staff recommends accepting the Delta Dental Pathfinder 3 Plan for 2024.

Path Finder3 Dental

Max Annual out of Pocket: \$1500
 Deductible: Lifetime Deductible – Diagnostic & Preventive Services – Per Person \$50
 Annual Deductible – Per person/Family \$50/\$150

Delta Dental Pathfinder 3	2023 Monthly Rate	2024 Monthly Rate
Employee	\$ 37.69	\$ 39.67
Employee + Spouse	\$ 72.66	\$ 76.08
Employee + Children	\$ 88.20	\$ 92.35
Family - \$138.44	\$138.44	\$144.95

RESOLUTION NO. 65 OF 2023

A RESOLUTION SETTING AND ADOPTING THE 2024 CONTRACT FOR VOLUNTARY GROUP DENTAL INSURANCE AND THE EMPLOYEE'S SHARE OF PREMIUM FOR DENTAL INSURANCE COVERAGE

WHEREAS, The City of Redwood Falls values employees and is committed to providing a competitive employee benefits program; and

WHEREAS, the City of Redwood Falls previously established a voluntary employee Group Dental Insurance Program in 2023;

WHEREAS, City Staff worked with the City's Insurance Broker, Jenny Van Denise, from Gallagher Insurance Consulting to obtain Group Dental Insurance proposals for 2024. Ms. Van Denise negotiated with the City's current insurance provider Delta Dental and Staff recommends accepting the Delta Dental Pathfinder 3 Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Redwood Falls approves the 2024 employee Group Dental Insurance contract with Delta Dental and that the employees premium increase shall be 4.70% and the employees premium share for coverage shall be 100%.

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

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

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

Notary Public

Meeting Date: November 7, 2023

AGENDA RECOMMENDATION

Agenda Item: Resolution No.66 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. 66 authorizes Task Order No. 2023-4 with Bolton and Menk, Inc. (BMI) to provide the listed scope of services for geotechnical survey of runways 12&30 and preliminary design for a full mill and overlay rehabilitation. FAA is in agreement that they will sponsor at 90% cost share on the full 4000'x100' runway rehabilitation. The survey and preliminary design is also needed to finish the Master Plan Update that BMI is currently finishing.

As you are aware we have asked the legislature for \$3.368 million in bonding to do a full depth reclamation which the FAA deems as a full reconstruction. FAA has declared that they will not participate at 90% cost share for the full reconstruction of the runway. As noted in the task order the Airport has not met minimum requirements. They will only cost participate on a 3400'x75'runway. To the amount of \$3.282 million.

Project Scope: The Task Order project scope is listed in the attached task order. Completion of the project scope is anticipated for November -May 2024.

Attachments: Resolution No. 66 of 2023
Task Order No. 2023-4

**RESOLUTION NO. 66 OF 2023
AUTHORIZATION TO EXECUTE TASK ORDER NO. 2023-4
FOR AIRPORT GEOTECHNICAL SURVEY**

WHEREAS, the City of Redwood Falls (“City”) is authorized to enter into a contract with Bolton & Menk Inc, pursuant to Minnesota Statutes Section 412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, Bolton & Menk, Inc. of Mankato, MN is the designated Redwood Falls Municipal Civil Engineer under a Professional Service Contract also known as the “Master Agreement;” and

WHEREAS, Task Order No. 2023-4 outlines the specific professional tasks to be completed by Bolton & Menk, Inc. and is estimated to be \$35,000.00 which is not to be exceeded without prior authorization; and

WHEREAS, with approval, the Council authorizes the use of the Airport Project Fund to cover the expense of Task Order 2023-4 and submission of its findings to the Federal Aviation Administration for final review; and

FURTHERMORE, the Public Works Project Coordinator shall be listed as the Project Representative on behalf of the City of Redwood Falls; and

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

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

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

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

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

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



**BOLTON
& MENK**

Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

October 31, 2023

Mr. James Doering
Public Works Project Coordinator
City of Redwood Falls
333 South Washington Street
Redwood Falls, MN 56283

RE: Redwood Falls Municipal Airport (RWF)
Runway 12/30 Rehabilitation Preliminary Design
BMI Task Order #4
Proposal for Professional Services

Dear Mr. Doering,

Bolton & Menk is pleased to submit our proposal for Preliminary Design services for the proposed Runway 12/30 Rehabilitation project at the Redwood Falls Municipal Airport.

As part of ongoing Focused Master Plan update currently being completed, a length and width analysis of Runway 12/30 was completed. Runway 12/30 is currently 4,000-feet long by 100-feet wide. FAA airport design standards require 500 documented operations of critical design aircraft requiring the runway dimensions for federal funding for reconstructing the pavement to be eligible. Currently at RWF, there are not 500 documented operations of aircraft requiring a runway length of 4,000-feet. FAA personnel have informed the city that when the Runway 12/30 pavement is reconstructed, they can only support the length and width justified per FAA airport design standards.

Per the 2021 Pavement Condition Report, Runway 12/30 has a pavement condition index (PCI) range between 67-70. This is classified as in "good" condition. Per FAA Order 5100.38D Airport Improvement Program Handbook, Appendix G Runway Projects, the PCI of a runway must be less than 55 to be eligible for reconstruction and 70 for rehabilitation. Table 3-17 of the same AIP Handbook identifies circumstances when the FAA may fund rehabilitation projects which exceed FAA airport design standards.

Our understanding of the project is the city desires to complete a rehabilitation project on Runway 12/30 rather than reconstruction at the current dimensions. This proposal will complete preliminary design services to determine whether a rehabilitation project on Runway 12/30 is a viable option and will meet the requirements of Table 3-2b of the AIP Handbook to provide a useful life of at least 10 years.

SCOPE OF SERVICES:

TASK 1 PRELIMINARY DESIGN:

1.1 Project Meetings

Up to three (3) meetings with the city, FAA, and MnDOT are included. It is anticipated that these meetings will include appropriate city, FAA, and MnDOT personnel and be conducted virtually. Meetings will be scheduled as necessary for work items included in Task 1.

1.2 Geotechnical Investigation

Consultant shall determine the type and frequency of geotechnical testing required in accordance with FAA Advisory Circular 150/5320-6G Airport Pavement Design and Evaluation. Geotechnical testing shall be completed by a qualified geotechnical subconsultant. The geotechnical investigation shall include the following:

- Soil Borings
 - Eight (8) soil borings to a depth of 5-feet.
 - Analysis of existing bituminous thickness.
 - Analysis of the condition of the bottom of bituminous sample.
- Laboratory Testing
 - Eight (8) subgrade material sieve analysis.
 - Four (4) subgrade standard proctors.
 - Four (4) subgrade material California bearing ratio (CBR) test.

The geotechnical report shall provide a summary of all testing and recommendations on the type(s) of pavement repair. Geotechnical subconsultant shall be provided a fleet mix to identify the aircraft and vehicles anticipated to utilize the pavement. The recommendation shall discuss whether rehabilitation is a viable option or whether the existing bituminous pavement and subgrade materials would not allow for a useful life of at least 10-years and reconstruction shall be completed.

Notice to Air Missions (NOTAMS) shall be published for Runway 12/30 to be closed to allow for the geotechnical investigation to be completed.

1.3 Pavement Design

Consultant shall utilize the geotechnical investigation report, including pavement cores and soil borings to evaluate the current pavement condition and underlying soils. The resulting pavement evaluation and identification of soil characteristics will be used with the fleet mix to develop the proposed pavement design. FAA pavement design software FAARFIELD 2.0 will be utilized to complete the pavement design. The ongoing Focused Master Plan Update has identified the current design aircraft and fleet mix.

1.4 Preliminary Engineer's Design Report (EDR)

Consultant shall prepare the Preliminary Engineer's Design Report in accordance with FAA guidance. An initial draft of the EDR will be completed and submitted to FAA for review. Comments provided by the FAA will be addressed and resubmitted as the final EDR. The EDR will include the following items:

- Project Scope

- Consultant will develop a brief narrative of the work scope, review AIP eligibility, detail unique or unusual situations, project justification, and provide historical background on the proposed project.
- Photographs
 - Consultant will capture representative photos of existing site conditions of the pavement and include in the report.
- Applicable AIP & Design Standards
 - All applicable AIP standards and FAA Advisory Circulars will be referenced in the report. Specific design standards for Runway 12/30 and 5/23 will be included in tabular format.
- Airport Operational Safety
 - Consultant shall develop a preliminary Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts during construction.
- Pavement Design
 - Consultant shall summarize the items completed as part of Task 1.3.
- Drainage Design
 - Consultant shall evaluate existing drainage and subsurface drainage systems to confirm existing drainage and stormwater treatment features.
- Airfield Lighting and Signage
 - Consultant shall evaluate the existing Runway 12/30 edge lighting system for replacement as part of this project. The existing runway edge lights, guidance signs, electrical vault building, and equipment will be evaluated. A summary of each system and current issues will be provided.
- Navigational Aids
 - Consultant shall evaluate the existing Runway 12/30 PAPI's, REIL's, Beacon, and Windcone for replacement as part of this project. A summary of each system and current issues will be provided.
- Pavement Markings
 - Consultant shall develop a preliminary pavement marking plan and details to include as part of this report.
- Environmental Considerations
 - Consultant shall review what submittal should be submitted to satisfy NEPA requirements. No NEPA work is included as part of this project. Consultant shall review existing storm water management and provide details of any modifications or improvements. A summary of the anticipated permits required for this project will be included in the report.
- Existing Utilities
 - Consultant shall develop a drawing that identifies existing underground utilities in and adjacent to the area of the proposed project.
- Miscellaneous Work Items
 - Consultant shall provide a narrative to address other work components of the project.
- Life Cycle Cost Analysis

- Consultant shall complete a Life Cycle Cost Analysis to compare the pavement design utilizing both flexible and rigid pavements. The LCCA process and results will be included as part of the report.
- Modification of AIP Design Standards
 - Any potential modification of AIP design standards will be detailed in the report.
- AIP Non-eligible Work Items
 - Any potential non-eligible work items will be identified in the report. If any are identified, the process for separating those work components from eligible components will be address.
- DBE Participation
 - The status of the sponsor's DBE program will be established. Establishment of a new DBE goal is not included as part of this project.
- Project Schedule
 - Consultant shall develop a preliminary project schedule to identify project milestones and anticipated completion dates.
- Preliminary Cost Estimate
 - Consultant shall provide a preliminary engineer's estimate of construction and engineering costs. Any ineligible work components will be detailed separately.
- Preliminary Project Budget
 - Consultant shall develop a preliminary project budget that will detail potential funding sources and prorations.

CONSIDERATION:

The services described above in this proposal shall be completed on a **LUMP SUM** basis of **\$35,000.00**.

The anticipated funding participation is as follows:

- Federal (90%): \$ 31,500.00
- State (5%): \$ 1,750.00
- Local (5%): \$ 1,750.00

SCHEDULE:

We anticipate the work can be performed according to the following schedule.

- Preliminary Design: October 2023 – March 2024

Bolton & Menk, Inc. puts a high priority on ensuring that our company’s efforts are consistent with our clients’ needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,

Bolton & Menk, Inc.



Silas Parmar, P.E.

Aviation Project Manager

Authorization and acceptance of this letter proposal.

City of Redwood Falls, Minnesota

Mr. Tom Quackenbush - Mayor

Date

Mr. Keith Muetzel - City Administrator

Date



PROJECT FEE ESTIMATE

CLIENT:	City of Redwood Falls, MN					DATE:	10/11/2023	
PROJECT:	Redwood Falls Municipal Airport (RWF) - Runway 12/30 Rehab. Preliminary Design					PREPARED BY:	SP	
		Estimated Person Hours Required						
Task	Task Description	Sr. Eng.	Grad. Eng.	Eng. Tech.	Surveyor	Sr. Aviation Planner	Admin.	Totals
1	Design & Bid Administration							
1.1	Project Meetings	8	4	0	0	8	4	24
1.2	Geotechnical Investigation	2	2	0	8	0	0	12
1.3	Pavement Design	4	16	8	0	4	0	32
1.4	Preliminary Engineer's Design Report (EDR)	8	40	24	0	8	4	84
Total Person Hours		22	62	32	8	20	8	152
Direct Labor Rate		\$57.00	\$35.00	\$30.00	\$40.00	\$45.00	\$27.00	
Total Direct Labor Cost		\$1,254.00	\$2,170.00	\$960.00	\$320.00	\$900.00	\$216.00	\$5,820.00
Overhead Rate 2.257		\$2,830.28	\$4,897.69	\$2,166.72	\$722.24	\$2,031.30	\$487.51	\$13,135.74
Subtotal Labor Cost								\$18,955.74
Direct Expenses + 10% Markup								
		Geotechnical Investigation - AET						\$13,238.00
Total Expenses								\$13,238.00
Fixed Fee 15% x Subtotal Labor Cost								\$2,843.36
Total Task 1								\$35,038.00

October 9, 2023



Mr. Silas Parmar
Bolton & Menk, Inc.
1960 Premier Dr
Mankato, MN 56001
silas.parmar@bolton-menk.com

RE: Proposal for Geotechnical Services
Proposed Redwood Falls Municipal Airport Runway Pavement Repair
Redwood Falls, Minnesota
AET #P-0027056

Dear Mr. Parmar:

American Engineering Testing, Inc. is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

Purpose

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

Project Information

We understand that you are planning to reconstruct the existing 12/30 runway at the Redwood Falls Municipal Airport. We do not have any specific structural/aircraft loading information for the proposed runway. We understand you wish to look at the feasibility of a mill and overlay for the proposed project. We further understand you are interested in a pavement life analysis. AET will provide a separate proposal for performing Ground Penetrating Radar (GPR) and Falling Weight Deflectometer Testing which would provide a significant amount of information on the existing pavement section condition for the life analysis.

Scope of Services

Field Exploration

As requested by you, our subsurface exploration program will consist of the following:

- Perform eight (8) standard penetration test borings (ASTM:D1586) to a depth of 5 feet each.
- Perform eight (8) cores of the existing bituminous mat adjacent to the soil boring locations.
- Seal the boreholes per Minnesota Department of Health requirements.
- Dimension and document boring locations based on the existing surface features.
- Obtain surface elevations at each boring location based on provided/assumed benchmarks.

We have not had an opportunity to observe the project site; we assume that the proposed boring locations will be accessible to our truck mounted equipment.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the

1603 Halbur Road | Marshall, MN 56258

Phone (507) 532-0771 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification. We will backfill the boreholes and soundings to comply with the Minnesota Department of Health Regulations.

Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, storm sewer, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Laboratory Testing

Our services will include index laboratory testing of selected soil samples to aid in judging engineering properties of the soils. The requested laboratory testing is as follows:

<u>Test</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
Moisture Content (ASTM:D2216)	20	\$15.00	\$300.00
California Bearing Ratio, 3 point (CBR)	4	\$750.00	\$3,000.00
Atterberg Limits (ASTM:D4318)	1	\$126.00	\$126.00
Sieve Analysis, existing aggregate base (ASTM:C136)	4	\$127.00	\$ 508.00
Sieve/Hydrometer Analysis (ASTM:D422)	4	\$250.00	\$1000.00
Standard Proctor (ASTM:D698)	4	\$175.00	\$700.00
		<u>Total Cost</u>	\$5,634.00

Engineering Report

Upon completion of the drilling and laboratory work, we will prepare a geotechnical report describing the subsurface conditions encountered and presenting our recommendations for the runway pavement repair or complete reconstruction. The report will also discuss earthwork recommendations and present our geotechnical engineering opinions and recommendations regarding the following:

- Feasibility for a mill and overlay of the existing pavement
- Preparation of the subgrade for pavements
- Pavement section thickness designs based on the design aircraft



- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations

Insurance

For the mutual protection of you and American Engineering Testing, we maintain both general and professional liability insurance. Certificates of such insurance can be provided at your request.

Project Direction

Services we perform on your project will be done under the direction of an experienced geotechnical engineer registered in the State of Minnesota.

Fees

The scope of work defined in this proposal will be performed on a time and materials basis in accordance with the attached schedule of fees. For the scope of work described above, the estimated cost will be as follows:

<u>Task</u>	<u>Cost</u>
Mobilization/Demobilization	\$400.00
Clear Utilities/Layout soil borings	\$500.00
Soil Borings / pavement cores	\$3,500.00
MDH Sealing Record	No Charge
Laboratory Testing	\$5,634.00
Report and Project Management	\$2,000.00
TOTAL	\$12,034.00

We would not exceed \$12,034.00 without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$30/foot. A separate proposal will be provided for the GPR and FWD alternate testing.

In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding.

Minnesota Department of Health Fees

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.



Property Owner's name/company name:

Property Owner's mailing address:

Performance Schedule

Weather permitting; we anticipate drilling operations can begin within about five to six weeks after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about one (1) week to two (2) weeks after completion of the field and laboratory work. We are available to review special schedule needs with you.

Environmental Concerns

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposed does not cover environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

Terms and Conditions

All AET Services will be performed in accordance with the terms and conditions outlines in the Master Service Agreement between Bolton and Menk and American Engineering testing.

Acceptance

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement-Terms and Conditions." The terms contained in this attachment are incorporated herein and are an integral part of this contract for professional engineering services.

If you have any questions regarding our services, or need additional information, please do not hesitate to contact us.



Sincerely,
American Engineering Testing, Inc.

Handwritten signature of Tom James in blue ink.

Tom James
Manager – Marshall
Phone: 507-532-0771
Fax: 651-659-1379
Email: tjames@teamaet.com

Handwritten signature of Gregory A. Guyer in black ink.

Gregory A. Guyer
Senior Engineer
Phone: 507-387-2222
Fax: 651-659-1379
Email: gguyer@teamaet.com

TJ/GG/as

Attachments
Service Agreement (4 pages)

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0027056

SIGNATURE: _____
PRINTED NAME: _____
COMPANY: _____
ADDRESS: _____
PHONE NUMBER AND EMAIL: _____
DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____
BILLING/MAILING ADDRESS: _____
AP PHONE NUMBER AND INVOICE EMAIL: _____
P.O. NO./ PROJECT NO.: _____

Meeting Date: November 7, 2023

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 67

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

Summary/Overview: The City of Redwood Falls has been awarded the League of Minnesota City's Grant Navigator funding for the build out of the Reflections Trail Loop Project. The award is for \$5,000.00 to engage Bolton & Menk Inc. to assist with finding additional grant funding, develop preliminary assessments and work with the project from concept design through construction.

The Council approved the application for the grant by enacting Resolution No. 50 of 2023 on September 19, 2023. The league will be sending a formal award letter and grant funds through the mail. Staff was notified by email of the award with a draft version of the resolution that is required to receive the grant funds.

Attachments: Resolution No. 67 of 2023

RESOLUTION NO. 67 OF 2023

A RESOLUTION ACCEPTING GRANT NAVIGATOR FUNDING

WHEREAS, the League of Minnesota Cities (“LMC”) has created a pilot Grants Navigation Program (“Grant”) in which LMC provides grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects; and

WHEREAS, the City of Redwood Falls (“City”) submitted an application for the Grant, a copy of which is attached hereto as Exhibit A (“Application”) for support in finding grant funding for Reflections Trail Loop (“Project”); and

WHEREAS, the City has been notified that it has been awarded \$5,000.00 from the Grant (“Funding”) to find additional grant funding for the Project; and

WHEREAS, the City Council has determined that it is in the best interests of the City to accept the Funding and proceed with hiring a contractor to assist in finding additional grant opportunities for the Project as noted in the Application, subject to the terms and conditions of the Grant; and

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

1. The City accepts the Funding in order to seek additional grant opportunities to complete the Project consistent with the findings in the Application.
2. The City shall use the Funding to enter into an agreement with Bolton & Menk Inc. (“Contractor”) to find additional grant funding for the Project in a manner consistent with the terms and conditions of the Grant and the Application.
3. The City Administrator is hereby appointed as the City’s Authorizing Agent related to the Grant and the Project.
4. The Authorizing Agent is granted the authority to commit the City to any terms and conditions required to accept the Grant.
5. The Authorizing Agent is granted the authority and directed to execute any documents necessary to accept the Funding.
6. The Authorizing Agent shall serve as the City’s official liaison with the entity issuing the Grant.
7. The Authorizing Agent is granted the authority to direct City staff and the Contractor in matters related to accepting the Grant and finding funding for the Project.
8. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Grant.
9. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then periodically until after project completion consistent with the terms and conditions of the Grant.

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

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



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

AGENDA RECOMMENDATION

Meeting Date: November 7, 2023

Agenda Item: Resolution No. 68 of 2023 – Resolution to Accept Minnesota OSHA Safety Program Grant

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:

At the October 3rd Council meeting, Staff was authorized to submit an application to OSHA's Safety Grant Program to help cover the costs of updating the City's current trench box and confined space gas monitoring system.

The Safety Grant Program awards employers a dollar-for-dollar match on qualifying projects. The total cost to replace both items is \$13,539. The awarded grant is a total of \$6,769.50 which will cover 50% of the total cost. The City will be responsible for a 50% match of \$6,769.50. The cost will be split between the water and wastewater budgets.

Attachments: Resolution No. 68 of 2023
Grant Contract Agreement

RESOLUTION NO. 68 OF 2023

RESOLUTION TO ACCEPT MINNESOTA OSHA SAFETY PROGRAM GRANT

WHEREAS, Minnesota Occupational Safety and Health Administration’s (“MNOSHA”) Workplace Safety Consultation (“WSC”) has created a Safety Grant Program that will provide a dollar-for-dollar grant match to qualifying employers for projects designed to reduce the risk of injury and illness to their workers; and

WHEREAS, the City of Redwood falls (“City”) submitted an application to the Safety Grant Program to assist in the purchase of an inflatable trench shield and an advanced confined space gas detection monitoring system with a total project cost of \$13,539.00; and

WHEREAS, the City has been notified that it has been awarded the full grant request in the amount of 50% of the project cost for a total grant amount of \$6,769.50.

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

1. The City Council has determined that it is in the best interests of the City to accept the awarded grant and proceed with the purchase of the safety equipment as noted in the grant application, subject to the terms and conditions of the Grant.
2. The City is authorized to provide a match of \$6,769.50 with the cost being split between the water and wastewater fund.

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

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



November 1, 2023

KARI KLAGES
City of Redwood Falls
333 So Washington Street
Redwood Falls, MN 562830048

Dear KARI KLAGES:

Your application for a Minnesota Safety Grant has been reviewed. We have recommended approval of your application to the Commissioner's Office for \$6769.50. I am enclosing the original of your Safety Grant contract for your signature.

To expedite the processing of your application, please sign the contract via DocuSign within 8 business days. Failure to do so will result in cancellation of the award. If you do not wish to accept the award, please contact Jennifer Rouleau immediately so that we can award the funds to another applicant. If you agree to accept the grant award, please sign your name in box two on page three of the agreement. Once we receive your signed contract, it will be sent to the Commissioner's Office for approval. The date of approval will be the effective date of the contract. You will then have 120 days from that effective date to complete your project.

Please be advised that you **cannot** purchase any equipment or conduct any training **which is reliant on grant funds** prior to the effective date of your contract. Any receipts, invoices, or retainers dated prior to the agreement's effective date will **not** be covered by the grant.

A fully executed contract will be sent to you for your records along with a Certificate of Completion Form. After you complete your purchase, project, or conclude your training, submit your request for reimbursement to Jennifer Rouleau according to the instructions on the Certification of Completion Form.

Should you have any questions or concerns, you may contact our Safety Grants Administrator at (651) 284-5060, toll free at 1-800-731-7232, or via e-mail at dli.grants@state.mn.us .

Sincerely,

Ryan Nosan
Director
Workplace Safety Consultation

Equal Opportunity Employer

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Department of Labor and Industry MNOSHA Workplace Safety Consultation Unit ("STATE") and City of Redwood Falls, 333 So Washington Street, Redwood Falls, MN 562830048 ("GRANTEE").

Recitals

1. Under Minn. Stat. §79.253 the State is empowered to enter into this grant contract agreement.
2. The State is in need of the performance of a grant project hereunder to be important to the safety of workers.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

This Grant Contract shall be effective upon the date that the final required signature is obtained by the State. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

One year after the effective date, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).

Perform and complete the trench, gas detector purchase.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid up to 6769.50. Grantee certifies that the dollar for dollar matching requirement for the grant will be met by Grantee. Any cost overruns incurred in the development and implementation of the project shall be the sole responsibility of the recipient.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed 6769.50.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents proof of payment/receipts and the Certificate of Completion form, and the requirements of the project have been met, for project costs expended and the State's Authorized Representative accepts the expenditures. Proof must be submitted timely and be based on the detailed records maintained of all expenditures related to the project and according to the following schedule:

Proof of payment/receipt(s) and certification upon project completion.

5 Conditions of Payment

The project described by the Grantee under this grant contract agreement must be implemented to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Ryan Nosan, Director of Workplace Safety Consultation, 443 Lafayette Road N, St Paul, MN 55155, 651-284-5060, ryan.nosan@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the project implementation provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on the Certificate of Completion form submitted by the Grantee.

The Grantee's Authorized Representative is KARI KLAGES, FINANCE DIRECTOR, 333 So Washington Street, Redwood Falls, MN 562830048, 507-616-7400, KKLAGES@CI.REDWOOD-FALLS.MN.US. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract agreement, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures

and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee'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.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 (a) Termination by the State

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a

failure to comply with the provisions of this grant contract, that reasonable progress has not been made 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.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature

(b) 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individuals signing these funds have been encumbered as required by Minn. Stat. § 16A.15

Mike Ebel

Signed: _____
4E22292F538A46F...

Date: 11/1/2023

SWIFT Contract/PO No(s). 238806/3000020314

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Commissioner: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Meeting Date: November 7, 2023

AGENDA RECOMMENDATION

Agenda Item **Agenda Item:** RFQ for an Airport Consultant

Recommendation/Action Requested: The Redwood Falls Airport Commission has recommended for approval advertising a request for proposal (RFQ) for Statements of Qualifications and Experience from qualified Airport Consultants to develop and implement the five-year Airport Capital Improvement Plan (CIP). Staff seeks council approval to proceed under the “Qualification Based Selection Process” described in FAA Advisory Circular 150/5100-14E.

Summary/Overview: The Redwood Falls Airport Commission at the October 19, 2023, regular meeting moved to recommend soliciting an RFQ for the Redwood Falls City Council’s consideration and approval. The Federal Aviation Administration of the U.S. Department of Transportation has set a five-year limitation on airport sponsors for using the same consultant for aviation consulting services under “Advisory Circular No. 150/5100-14E.” Every five years, airport sponsors must use qualifications-based selection procedures in the selection and engagement of consultants in the same manner as Federal contracts for architectural and engineering services negotiated under Title IX of the Federal Property and Administration Services Act of 1949.

At the scheduled December 21, 2023, Airport Commission meeting, the Commission will rank and determine a clear candidate for recommendation to Council. If a clear candidate is not apparent, a shortlist selection of 3 consultants based on qualified submittals will be developed and invitations sent for scheduled presentations at a special Airport Commission meeting with date TBD. A single consultant of the 3-shortlist candidates will be selected and recommended to the Redwood Falls City Council at the regularly scheduled first business meeting of 2024. Upon approval, the selected consultant will help develop a service agreement that will enable them to provide services listed in the RFQ to aid the City of Redwood Falls Municipal Airport in CIP planning and implementation for up to 5 years.

Attachments: Recommended RFQ for soliciting Statements of Qualifications

REQUEST FOR QUALIFICATIONS (RFQ) AIRPORT CONSULTANT SERVICES
REDWOOD FALLS MUNICIPAL AIRPORT - (RWF) REDWOOD FALLS, MINNESOTA

The City of Redwood Falls desires to retain the professional services of a qualified airport consulting firm (or team) for a period of up to five years to assist the Redwood Falls Municipal Airport (RWF) in the completion of airport projects included in the Capital Improvement Plan (CIP).

Projects undertaken will meet the requirements of all applicable laws, rules, regulations, and codes. The required professional services include architectural and engineering (preliminary, design, bidding, construction, and closeout phase), planning, environmental studies, and other related specialty services to complete projects listed on the CIP.

A full scope of possible CIP projects and desired qualifications for the qualified firm can be found on the city website, <http://ci.redwood-falls.mn.us> , or at the Redwood Falls City Hall, PO Box 526, Redwood Falls, MN 56283.

Interested firms must submit five (5) hard copies and digital PDF copy of the Statement of Qualifications no later than 3:00 p.m. on December 21st, 2023, to the Redwood Falls City Hall. All questions regarding this RFQ should be directed to the Public Works Project Coordinator, James Doering, by phone at 507-616-7400 or by email at jdoering@ci.redwood-falls.mn.us.

(November 16, 2023)

**REQUEST FOR QUALIFICATIONS (RFQ)
AIRPORT CONSULTANT SERVICES
REDWOOD FALLS MUNICIPAL AIRPORT - (RWF)
REDWOOD FALLS, MINNESOTA**

The City of Redwood Falls desires to retain the professional services of a qualified airport consulting firm (or team) for a period of up to five-years to assist the Redwood Falls Municipal Airport (RWF) in the completion of airport projects included in the Capital Improvement Plan (CIP). Projects undertaken will meet the requirements of all applicable laws, rules, regulations, and codes.

The required professional services include architectural and engineering (preliminary, design, bidding, construction, and closeout phase), planning, environmental studies, and other related specialty services to complete projects listed on the CIP.

Subject to receipt of Federal Aviation Administration (FAA) and MnDOT Aeronautics funding, the following CIP projects may be initiated within this consultant selection period:

- Hangar Taxi lanes RECON-Design and Construction
- Runway 12 AGIS
- Runway 12/30 FDR rehab mill & overlay-design and construct
- Runway 12/30 grooving
- RWY edge lighting system replacement (MIRL, MITL, Signs)-Design &Construction
- Taxiway connector A2 relocation-Design & Construction
- Remove nonstandard pavement RWY 12 end-Design & Construction
- Construct 80x80 hangar (Bil) -Design & Construction
- Storm water drainage improvements-Design & Construction
- Borrow Entitlements from 1 sponsor
- RWY 12/30 PAPI, REIL, Beacon Wind cone Replacement-Design & Construction
- Repayment of borrowed entitlements
- Taxiway A Recon-Design & Construction
- Apron Recon -Design & Construction

Projects are expected to follow all applicable requirements of FAA Advisory Circulars. All services must meet the current requirements for FAA funded projects. The work may be accomplished during the course of multiple grants and work orders.

To facilitate review, submissions should conform to the following format and include:

1. **Experience of the Firm:** Provide description of your firm's prior experience and qualifications in airport architectural, engineering, and land acquisition projects similar in scope to those identified for the Redwood Falls Municipal Airport.
2. **Project Team:** Identify proposed team members, responsibilities, background, and experience.
3. **Project Approach:** Describe your understanding and knowledge of the Airport and approach to projects listed on the CIP.

4. **References:** Provide name and contact information for at least three (3) references of similar size airports familiar with the quality of work by your firm.

5. **Other Supporting Data:** Include any other information you feel to be relevant to the selection of your firm.

The Statement of Qualifications (SOQ) shall be limited to 20 pages in length, excluding cover(s) and cover letter.

The following criteria will be used in screening, ranking, and selecting the successful firm:

1. Qualification of the Firm and Key Personnel (20 points)
2. Experience with FAA and State Grant Programs (20 points)
3. Ability to source funding for projects and work with the Sponsor to minimize local share (15 points)
4. Approach to projects from CIP to Construction (15 points)
5. Demonstrated experience with similar projects as the ones listed (10)
6. Demonstrated knowledge of the RWF Airport and it's needs (10 points)
7. Ability to provide responsive service to RWF Airport (5 points)
8. Provide favorable references (5 points)

A qualification-based selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized to select the most qualified firm. Fee information will not be considered in the selection process and must not be submitted with the SOQ.

The selection committee will review and rank the SOQ's submitted based on the selection criteria. The city may directly select the most qualified firm, or develop a short-list and conduct interviews.

The city intends to retain the selected firm for up to five years after the date of the initial contract for this procurement period. Fees will be negotiated as individual project contracts are initiated. Contracts are subject to Federal contract provisions found on the FAA's website.

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

Interested firms must submit five (5) hard copies and digital PDF copy of the Statement of Qualifications no later than 3:00 p.m. on December 21, 2023, to:

**City of Redwood Falls
PO Box 526
Redwood Falls, MN 56283**

Envelopes should be clearly marked as "Airport Consultant Statement of Qualifications."

All questions regarding this RFQ should be directed to: James Doering, Public Works Project Coordinator; jdoering@ci.redwood-falls.mn.us