



**AGENDA FOR  
REGULAR CITY COUNCIL MEETING  
TUESDAY, DECEMBER 19, 2023 – 6:00 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. December 5, 2023
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
  - A. Approve 2024 Business License Renewals
  - B. Approve A Workplace Accident and Injury Reduction (AWAIR) Program Update
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
  - A. 2024 Final Levy, Payments in Lieu of Taxes and Final Budget – Resolutions #77, 78 &79
  - B. 2024 Pay Plan for Parttime, Seasonal, and Independent Contractors – Resolution #80
  - C. One Watershed, One Plan for Redwood River Watershed – Resolution #81
  - D. Donation for Library Meeting Room Carpet – Resolution #82
  - E. Housing Development Proposal – Southwest MN Housing Partnership
  - F. Bolton & Menk Agreement for 2024 Professional Services – Resolution #83
  - G. 2024 Solar Purchased Power Avoidance Cost – Resolution #84
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**

**NOTICE for Meeting pursuant to Minn. Stat. § 13D.02  
City of Redwood Falls**

**City Council Meeting  
Notice of Meeting by Interactive Technology**

NOTICE IS HEREBY GIVEN that the City Council of the City of Redwood Falls will hold a regular meeting on December 19, 2023, at 6:00 p.m. at Redwood Falls City Hall in the City Council Chambers.

In accordance with the requirements of Minn. Stat. Section 13D.02, Mayor Tom Quackenbush will appear remotely via interactive technology from the following public location:

19203 29th Ave N. Phoenix AZ 85027

Members of the public may monitor the meeting by Microsoft Teams:

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 242 674 469 867

Passcode: dmgh56

[Download Teams](#) | [Join on the web](#)

**MINUTES  
REGULAR COUNCIL MEETING  
CITY OF REDWOOD FALLS, MINNESOTA  
TUESDAY, DECEMBER 5, 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, December 5, 2023, at 5:00 p.m.

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

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

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

A motion was made by Council Member Arentson and seconded by Council Member Buckley to approve the November 21, 2023, minutes as presented. Motion passed by unanimous vote.

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

1. 2024 Business License Renewals
2. 2023 Pay Equity Compliance Report
3. On Sale Liquor and Tobacco Licenses – Fernelius Enterprises LLC, dba Redwood Falls Golf Club

Motion passed by unanimous vote.

City Attorney Dammann introduced Ordinance No. 88, Fourth Series – An Ordinance Amending Zoning Ordinance.

Mr. Dammann stated the proposed Ordinance was introduced at the November 21, 2023, City Council Meeting. The City received a request from Bob LeSage on behalf of R & R Partnership, John & Tina Jenniges, and Prouty Properties to rezone the properties located at 820 E. Plum Street, 210 North Patten Street, 204 North Patten Street, and parcel #88-131-4050 (no address assigned) from R-4 to B-2; to also rezone 905 E. Plum Street from R-2 to B-2; rezone the south half of 900 E. Elm Street (#88-131-4070) currently zoned R-M to a B-2; and rezone the north half of 900 E. Elm Street (#88-131-4070) from R-M to R-2.

Mr. Dammann stated the applicant is also in the process of completing a minor subdivision to split 900 E. Elm Street into two equal parcels. 900 E. Elm Street is currently zoned R-M but the property is not being utilized as a Manufactured Home Park. The zoning request includes rezoning the north half to R-2 and the south half to B-2. These changes better suit the surrounding properties and uses. With the request to also rezone 905 E. Plum St. to B-2, the applicant intends to combine 905 E. Plum St. with the south half of 900 E. Elm St. to construct commercial storage buildings.

Mr. Dammann stated based on the current commercial use of the requested parcels and the surrounding properties, the business zoning designation fits this area better than the current residential zoning. The request to re-zone the property was presented to the Planning and Zoning Commission on August 8, 2023. The Planning and Zoning Commission, along with City staff, recommend approval of the re-zone and Amendment of the Zoning Ordinance.

Mr. Dammann further stated state law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 88, Fourth Series is lengthy and authorizes a change to the zoning map referred to in Section 6.03 of the Unified Development Ordinance. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff has prepared Resolution No. 74 of 2023 and Exhibit A which contains the summary of Ordinance No. 88 for publication.

A motion was made by Council Member Buckley and seconded by Council Member Arentson to approve Ordinance No. 88, Fourth Series – An Ordinance Amending Zoning Ordinance. Motion passed by the following roll call vote.

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

City Attorney Dammann introduced Resolution No. 74 of 2023 – Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance

Mr. Dammann stated state law requires that all ordinances adopted be published prior to becoming effective. As discussed, Ordinance No. 88, Fourth Series is lengthy and authorizes a change to the zoning map referred to in Section 6.03 of the Unified Development Ordinance. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff has prepared Resolution No. 74 of 2023 and Exhibit A which contains the summary of Ordinance No. 88 for publication.

A motion was made by Council Member Arentson and seconded by Council Member Buckley to waive the reading of Resolution No. 74 of 2023 – Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve Resolution No. 74 of 2023 – Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Bids to Furnish Electric Utility Materials.

Mr. Muetzel stated on November 22, bids were publicly opened for materials related to the 2024 Electric Distribution Improvement Project. Per the bid advertisement, bids were due at 1:15 p.m. on November 22 and bidders were required to include a bid bond in the amount of 10% of each of the six bid items. At the bid opening, bids were received by four vendors and several bid inconsistencies were noted. One of the vendors included the appropriate bid bond but did not submit a bid for each bid item. Two vendors did not include a bid bond for all bid items and one vendor failed to include a bid bond for any item. Finally, a bid from a fifth vendor was delivered by UPS and received at 10:00 a.m. on November 27. Staff has reviewed the bids and recommends rejecting all bids and rebidding the materials due to the multiple bid inconsistencies as well as remove the bid bond requirement. Bidders will still be required to provide a performance bond.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to approve the request to reject all bids and advertise for new bids without the bid bond requirement. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 75 of 2023 – Resolution Adjusting Water, Sanitary Sewer, and Storm Sewer Service Charges.

Ms. Klages stated DGR Engineering developed water rates to provide an increase of 8.7% per cubic foot sold and 8.7% per infrastructure base charge. The sanitary sewer rates have been developed to provide an increase of 9.5% per cubic foot used and 9.5% per infrastructure base charge. The storm sewer rates have been developed to provide an increase of 6% per infrastructure base charge. Staff recommends approval of the proposed 2024 rates.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to waive the reading of Resolution No. 75 of 2023 – Resolution Adjusting Water, Sanitary Sewer, and Storm Sewer Service Charges. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Buckley to approve Resolution No. 75 of 2023 – Resolution Adjusting Water, Sanitary Sewer, and Storm Sewer Service Charges. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 76 of 2023 – Resolution Establishing Rates for Municipal Electric Utilities.

Ms. Klages stated DGR Engineering compiled results from a study done of the allocated cost of serving various classes of the Public Utilities retail customers. As a result of the study, the rates have been developed to provide an overall increase in revenues of 5%. Staff recommends approval of the rate changes.

A motion was made by Council Member Arentson and seconded by Council Member Buckley to waive the reading of Resolution No. 76 of 2023 – Resolution Establishing Rates for Municipal Electric Utilities. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 76 of 2023 – Resolution Establishing Rates for Municipal Electric Utilities. Motion passed by unanimous vote.

Mayor Quackenbush will be unable to attend the Council Meetings scheduled for December 19, 2023 and January 2, 2024 in-person. Mayor Quackenbush will be attending the meetings remotely and notice will be provided prior to the meeting as required by State law.

City Administrator Muetzel stated the next City Council Meeting on December 19, 2023 is scheduled to begin at 6:00 p.m. and will begin with the scheduled public hearing to establish the 2024 budget.

City Administrator Muetzel stated Council members and Mayor Quackenbush received a letter from the Women's Rural Advocacy Program, Inc. (WRAP) requesting the City consider donating to WRAP when discussing available uses for the Public Safety Aid one-time funds the City would be receiving. However, Council approved the proposed allocation of all available Public Safety Aid funds at the City Council meeting on August 1, 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 Kerkhoff to adjourn the meeting at 5:35 p.m. Motion passed by unanimous vote.

ATTEST:

---

Keith Muetzel  
City Administrator

---

Tom Quackenbush  
Mayor

**AGENDA RECOMMENDATION**

**Meeting Date:** December 19, 2023

**Agenda Item:** Business License Renewal Applications

**Recommendation/Action Requested:** The following establishment has completed the necessary application process for a **2024** license. Therefore, it is recommended that City Council approve the issuance of the following licenses contingent on receiving the updated 2024 certificates of liability insurance as needed:

**ON SALE LIQUOR:**

- Bridge Street Cuisine, Inc. dba The Falls Café

**ON SALE SUNDAY LIQUOR:**

- Bridge Street Cuisine, Inc. dba The Falls Café

**Meeting Date: 12/19/2023**

**AGENDA RECOMMENDATION**

**Agenda Item:** AWAIR Program Annual Update for 2024 – AWAIR (A Workplace Accident and Injury Reduction Program). Changes to the Program noted in **red** below.

**Recommendation/Action Requested:** Staff recommends approval of the annual updates to the AWAIR Program for 2024. **Only a date change was made to the Policy as to when the City Council approved the policy see the change in red.**

**Summary/Overview:**

**Annual Review of the AWAIR Safety Policy by the Safety Committee**

**Update – Revised date the Council Approved the Policy: December 19, 2023**

2024	January 1, 2024	Safety Committee	Updated the last page to show Council Approval Date:	<b>Council Approved, December 19, 2023</b>
------	-----------------	------------------	--	--

The complete AWAIR Safety Policy is available on the City’s website by [clicking here](#).



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

---

## AGENDA MEMO

**Meeting Date:** December 19, 2023

**Agenda Item:** Enabling 2024 Tax Levy, Payments in Lieu of Taxes, and Final Budget

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

**Summary/Overview:** State law requires local units of government to adopt and certify their final 2024 property tax levies and budgets by December 27, 2023.

**Attachments:** Resolution No. 77 of 2023 – Approving 2024 Property Tax Levy  
Resolution No. 78 of 2023 – Approving 2024 PILOT  
Resolution No. 79 of 2023 – Approving 2024 Final Budget



**RESOLUTION NO. 77 OF 2023**

**RESOLUTION LEVYING AD VALOREM TAXES**

**FOR THE YEAR 2024**

**FOR THE CITY OF REDWOOD FALLS**

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

That the following be levied for Ad Valorem taxes for the year 2024 for the following purposes as shown:

**General Tax Levy**

General	\$ 2,694,430
Library	\$ 428,914
Port Authority	\$ 81,191
<b>Subtotal General Levy</b>	<b><u>\$ 3,204,535</u></b>

**Debt Service:**

2021A Fire Equipment Bonds	\$ 146,549
2022A Drew Street Bonds	\$ 152,565
<b>Subtotal Debt Service</b>	<b><u>\$ 299,114</u></b>

**Abatements:**

Garnette Gardens Tax Abatements	\$ 3,906
Redwood Property Holdings Tax Abatement	\$ 14,396
Snug as a Bug Childcare Abatement	\$ 3,096
<b>Subtotal Abatements</b>	<b><u>\$ 21,398</u></b>

**TOTAL PROPOSED 2024 TAX LEVY** **\$ 3,525,047**

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 19th day of December 2023.

ATTEST:

\_\_\_\_\_  
Keith T. Muetzel  
City Administrator

\_\_\_\_\_  
Tom Quackenbush  
Mayor

(City Seal)

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

\_\_\_\_\_  
Notary Public

# RESOLUTION NO. 78 OF 2023

## RESOLUTION APPROVING 2024 PAYMENTS IN LIEU OF TAXES

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

That the 2024 Final Payments in Lieu of Taxes as shown below are approved.

	<b>2024</b> <b><u>PILOT's</u></b>
Electric Utility	\$ 405,164
Water Utility	\$ 98,180
Sanitary Sewer	\$ 64,790
Storm Sewer	\$ 20,156
Liquor	<u>\$ 120,000</u>
	\$ 708,290

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 19th day of December 2023.

ATTEST:

\_\_\_\_\_  
Keith T. Muetzel  
City Administrator

\_\_\_\_\_  
Tom Quackenbush  
Mayor

(City Seal)

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

\_\_\_\_\_  
Notary Public

**RESOLUTION NO. 79 OF 2023**

**RESOLUTION APPROVING 2024 FINAL BUDGETS**

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

That the 2024 Final Budgets as shown below are approved.

	<u>Revenues</u>	<u>Expenditures</u>
General Fund	\$ 7,693,197	\$ 7,693,197
Library	\$ 486,444	\$ 486,444
Airport	\$ 385,204	\$ 365,233
Park Development	\$ 100	\$ -
Fire Equipment	\$ 262,043	\$ 181,070
Port Authority	\$ 128,482	\$ 128,133
Revolving Loan	\$ 9,500	\$ 350
Downtown Loan Program	\$ 5,197	\$ 125
Community Development	\$ 54,842	\$ 32,627
TIF#10-1 Runnings Redevelopment	\$ 72,400	\$ 19,802
Drew Street GO Bond 2022A	\$ 152,565	\$ 101,463
G.O. PIR Fund Bonds	\$ 60,658	\$ 57,584
G.O. Community Center Bonds of 1999	\$ -	\$ 40,392
Airport Capital Improvements	\$ 15,000	\$ 35,000
Reflections Project	\$ -	\$ 250,000
Capital Projects	\$ 447,600	\$ 362,050
Water Utility	\$ 1,989,598	\$ 1,959,067
Sanitary Sewer Utility	\$ 11,321,059	\$ 11,452,746
Storm Sewer Utility	\$ 418,128	\$ 453,778
Electric Utility	\$ 7,784,186	\$ 10,594,802
Liquor	\$ 2,481,500	\$ 2,602,031
Central Garage	\$ 811,266	\$ 1,300,568
Self Insurance	\$ 1,710,133	\$ 1,709,156
	<u>\$ 36,289,101</u>	<u>\$ 39,825,618</u>

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 19th day of December 2023.

ATTEST:

\_\_\_\_\_  
Keith T. Muetzel  
City Administrator

\_\_\_\_\_  
Tom Quackenbush  
Mayor

(City Seal)

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

\_\_\_\_\_  
Notary Public

**Date: December 19, 2023**

**Agenda Item:** 2024 Pay Plans for Non-union Employees including Part-time, Seasonal, and Independent Contractors and Review – Resolution #80.

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

1. Approve Non-Union “2024 Pay Plan” for all Part-time, Seasonal, and Independent Contractors.

**Summary/Overview:**

1. **2024 Pay Plans for all Part-time and all other than regular full-time employees (excluding Part-time Liquor Store Clerks and Firefighters).**

It has been recommended to adjust these employees’ base pay by \$1.25 per hour for 2024. This is an increase of .25 cents over years past to try and keep up with competitive pay for employees working many nights, weekends, and seasonal positions.

2. **Seasonal Employees Pay Plan for 2024:**

It has been recommended that Seasonal Staff that return will receive a \$.50 an hour increase as returning staff (from 2023) plus a base pay increase of \$1.00 per hour for 2024. This pay increase is to try and keep pay competitive for our seasonal staff who fill a variety of positions and work nights and weekends during our peak seasons at the Pool and RACC.

3. **Part-time Liquor Store Clerk Pay Plan for 2024.**

It has been recommended to adjust these employees step pay plan by a \$1.00 at the starting wage and gradually increasing the steps in the pay plan for longevity but also condensing the step structure based on longevity. This is a retention incentive program based on years of service reducing the top of the pay plan from 9 years to 6 years of longevity. We feel this change will help us to compete with other part-time positions in the area that work mainly at night and weekend hours. The 2024 pay changes for this group will be their increase from the step pay plan and will take place on their anniversary date.

<b>2023 Liquor Store Clerk Pay Plan</b>	
<b>Months/Years of Service</b>	<b>Hourly Rate</b>
Starting Wage	\$13.00
6 Months	\$13.50
1 Year	\$14.00
2 Years	\$14.50
3 Years	\$15.00
4 Years	\$15.50
5 Years	\$16.00
6 Years	\$16.50
7 Years	\$17.00
8 Years	\$17.50
9 Years+	\$18.00

<b>2024 Liquor Store Clerk Pay Plan</b>	
<b>Months/Years of Service</b>	<b>Hourly Rate</b>
Starting Wage	\$14.00
6 Months	\$14.50
1 Year	\$15.00
2 Years	\$16.00
3 Years	\$17.00
4 Years	\$18.00
5 Years	\$19.00
6 Years	\$20.00 (Max)

**Attachments:** 2024 Parks & Recreation Pay Plan  
 2024 City Part-Time Employee Pay Plan  
 Resolution #80



## 2024 PAY PLAN

*Updated: 11/28/2023*

### EMPLOYEES OTHER THAN REGULAR, FULL-TIME STATUS

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

Part-time regular employees will be eligible for a \$1.25 base pay increase for 2024. Part-time regular employees will also be eligible for a \$.25 increase after a 6-month probationary period with a successful evaluation. Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.

POSITION	2024
Community Center CSR/Building Supervisor	\$14.00-\$18.25
Community Center Building Maintenance	\$14.50-\$18.50
Personal Fitness Trainer	\$20.00-\$30.00

Fitness Instructors	Flat Rate Per Class (2024)
Fitness Instructor* Silver Sneakers <i>*Independent contractor – flat fee per class</i>	\$17.50/Class
Group Fitness Instructor	<u>Starting Pay – Max Pay</u> \$15.00 - \$17.00
Group Fitness Contracted Instructor – % Split of Program Fee	80% Contractor 20% Parks & Rec Dept

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

POSITION	HOURLY RATE RANGE OR STEPS
Parks & Recreation Maintenance Workers	2024 \$15.25 - \$17.25
	<i>Yearly Increase: \$.50/hr. over starting rate</i>
Parks Ranger	2024 \$16.00 - \$20.00
Parks & Recreation Landscape Technician	2024 \$15.25 - \$17.25

## Redwood Falls Parks & Recreation Department-Rec Program

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

Position Level	Pay Range/Hour 2024
Program Leader <i>Figure Skating Instructors</i>  Camp Instructors- Independent Contractors (H.S. Sports Coaches)	\$14.00 - \$20.00 \$25.00/private lessons \$25.00/group lessons  <i>The Rec Dept. retains                      \$4.50/participants. Camp Instructor                      gets remaining amount of participation                      fees.</i>
Program Assistant/Staff Person Soccer Coach- Independent Contractor	\$12.50 - \$17.00 \$300/season coached

Staff will receive a **\$.50** per hour increase as returning staff (from 2023) plus a base pay increase of \$1.00.

League Officials – Independent Contractors	Pay Range/Game or Match 2024
Softball Umpire	\$28.00/Game
Basketball Official	\$30.00-\$35.00/Game
Soccer Referee (Youth)	\$25.00-\$35.00/Game
Volleyball Official	\$30.00/Match

## Redwood Falls Aquatic Center

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

		<b>Starting Pay</b>	<b>Max Pay</b>
Manager	2024	\$16.00/hr (or adjusted according to qualifications and experience)	\$20.00/hr
Assistant Manager (s)	2024	\$15.00/hr (or adjusted according to qualifications and experience)	\$19.00/hr
Water Safety Instructor	2024	\$14.00/hr (or adjusted according to qualifications and experience).	\$18.00/hr
Lifeguard/Maintenance/Lap Swim/WSI Aid	2024	\$13.25/hr (or adjusted according to qualifications and experience)	\$17.00/hr
Customer Service	2024	\$12.50/hr (or adjusted according to qualifications and experience)	\$16.00/hr

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

<p>Note: If a staff member is hired as both a Lifeguard and Water Safety Instructor, he/she will receive the same pay rate for both jobs (he/she will be paid the higher wage of the two).</p>
<p>Staff will receive a \$.50 per hour increase as returning staff (from 2023) plus a base pay increase of \$1.00. Management wages will be adjusted based on experience and needs. Returning staff that were not in management roles in 2023 should start at the designated starting pay set for 2024. Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.</p>





## CITY OF REDWOOD FALLS 2024 PAY PLAN

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

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

\*Minimum wage is currently \$10.85/hour as of 1/1/2024.

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

City Firefighter pay is \$10.25/hr. for 2024.

**\*Salary Increases:** Part-time regular employees (other than Fire Dept & Liquor Store Clerks) will be eligible for a \$1.25 base pay increase on January 1st of 2024. Part-time regular employees will also be eligible for a \$.25 increase after a 6-month probationary period with a successful evaluation. Evaluations will be done on all part-time regular employees at the end of their 6-month probationary period. **Employee hourly pay will not be allowed to exceed the range maximums unless approved by the City Administrator.**

POSITION	2024
Library Clerk	\$14.00 - \$17.00
Liquor Store Clerk (See page 2 for details)	\$14.00 - \$20.00
City Hall Custodian	\$14.00 - \$18.50

POSITION	2024
Firefighters	\$10.25/hour
Fire Chief	\$4,200/year
Fire Marshall	\$1,500/year
Assistant Fire Chief	\$2,700/year
2 <sup>nd</sup> Assistant Fire Chief	\$1,200/year
Training Officer	\$1,200/year
Secretary	\$1,200/year
Mechanics	\$750/year
Treasurer	\$780/year
Community Service Officer (CSO)	\$15.00 - \$18.00/hr.
Part-Time Police Officer	\$29.713/hr.

POSITION	2024
Election Judges	\$14.00
Registrations/HCAV Judges	\$15.00
Head Judges	\$17.00
Seasonal Street Maintenance Workers	\$15.25 - \$17.25 <i>Yearly Increase: \$.50/hr. over previous year starting rate.</i>

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

# 2024

<b>Liquor Store Clerk Pay Plan</b>	
<b>Months/Years of Service</b>	<b>Hourly Rate</b>
Starting Wage	\$14.00
6 Months	\$14.50
1 Year	\$15.00
2 Years	\$16.00
3 Years	\$17.00
4 Years	\$18.00
5 Years	\$19.00
6 Years	\$20.00 (Max)

**RESOLUTION NO. 80 OF 2023**

**A RESOLUTION SETTING AND ADOPTING THE  
2024 PAY PLANS AND PAY STEP STRUCTURE FOR PART-TIME & SEASONAL NON-  
UNION EMPLOYEES**

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

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

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

1. The attached schedules shall be made a part of this Resolution by reference and shall constitute the updated compensation schedules to be implemented in 2024 as indicated for the employee groups.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls this 19<sup>th</sup> day of December 2023.

ATTEST:

\_\_\_\_\_  
Keith Muetzel  
City Administrator

\_\_\_\_\_  
Tom Quackenbush  
Mayor

(City Seal)

Subscribed and sworn to before me this \_\_\_\_ day of  
December 2023.

\_\_\_\_\_  
Notary Public

**Meeting Date: December 19, 2023**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Resolution No. 81 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. 81 executes the Memorandum of Agreement for the development of the “One Watershed, One Plan (1W1P)” on the Redwood River. The Memorandum of Agreement lists responsibilities for the Cities involved and outlines basic objectives to be accomplished to prioritize sub-watersheds, target implementation practices and measure improvements.

The development of the plan will provide the foundation for accessing implementation dollars to reduce priority pollutants from reaching the Redwood River. Ultimately the reduction of those pollutants will help to improve water quality in Lake Redwood and reduce sedimentation rates that will prolong the success of the recent dredging project.

The fiscal agent for plan development will be the Redwood Cottonwood Rivers Control Area (RCRCA). Planning partners will include: Lincoln County and SWCD, Lyon County and SWCD, Murray County, Pipestone County and SWCD, Redwood County and SWCD, Area II Minnesota River Basins Project JPO, City of Marshall and RCRCA for a total of 13 LGUs.

The term for this plan development will start upon execution and is slated to terminate June 30, 2026. The City can opt out at any time upon 30-day notice. There are no costs other than travel and staff time to participate in its development. RCRCA has received a grant and budget of \$238,700.00 to complete the planning process.

**Attachments:** Resolution No. 81 of 2023  
Memorandum of Agreement

**RESOLUTION NO. 81 OF 2023**

**AUTHORIZATION TO EXECUTE  
MEMORANDUM OF AGREEMENT FOR WATERSHED PLANNING.**

**WHEREAS**, the City of Redwood Falls is a home rule charter city of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil erosion and sedimentation within its boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law; and

**WHEREAS**, the Redwood Cottonwood Rivers Control Area (RCRCA) is a political subdivision of the State of Minnesota, with authority to carry out conservation of natural resources, pursuant to Minnesota Statutes Chapter 471, Section 471.59 and as otherwise provided by law and is leading the development of a One Watershed, One Plan (1W1P) initiative on the Redwood River Watershed; and

**WHEREAS**, the City of Redwood Falls is one of two cities within the Redwood River Watershed with populations over 5,000 and are listed MS4 communities; and

**WHEREAS**, the 1W1P will include thirteen governmental units, all authorized under Minnesota Statute § 471.59 to jointly and/or cooperatively exercise any power common to the individual parties; and

**WHEREAS**, the development of the 1W1P, will assist in prioritizing sub-watersheds, target implementation and measure improvements that will ultimately reduce pollutants from reaching Lake Redwood improving water quality and reducing sedimentation rates that will enhance the success of the recent dredging project; and

**FURTHERMORE**, the Mayor and/or City Administrator are authorized to execute this agreement and negotiate in good faith, future changes or amendments as are necessary.

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

1. The agreement described above is approved and executed in the form submitted to the City Council and made a part of this resolution by reference.

**BE IT FURTHER RESOLVED** that the City Council of the City of Redwood Falls, Minnesota, approves the agreement 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 19th day of December 2023.

ATTEST:

\_\_\_\_\_  
Keith Muetzel  
City Administrator

\_\_\_\_\_  
Tom Quackenbush  
Mayor

(City Seal)

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

\_\_\_\_\_  
Notary Public

## MEMORANDUM OF AGREEMENT

This Agreement (“Agreement”) is made and entered into by and between:

The Counties of Lincoln, Lyon, Murray, Pipestone and Redwood by and through their respective County Board of Commissioners, (Counties) and  
The Lincoln, Lyon, Pipestone and Redwood Soil and Water Conservation Districts (“SWCDs”), by and through their respective Soil and Water Conservation District Board of Supervisors, and  
The Area II Minnesota River Basin Projects and Redwood-Cottonwood Rivers Control Area Joint Powers Organizations, by and through their respective Board of Directors, and  
The City of Marshall, by and through its City Council, and  
The City of Redwood Falls, by and through its City Council,  
Collectively referred to as the “Parties.”

**WHEREAS**, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

**WHEREAS**, the SWCDs of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

**WHEREAS**, Area II Minnesota River Basin Projects is a political subdivision of the State of Minnesota, with authority to carry out conservation of natural resources with floodwater retention and retardation, pursuant to Minnesota Statutes Chapter 103F.171-103F.187 and as otherwise provided by law; and

**WHEREAS**, Redwood-Cottonwood Rivers Control Area is a political subdivision of the State of Minnesota, with authority to carry out conservation of natural resources, pursuant to Minnesota Statutes Chapter 471, Section 471.59 and as otherwise provided by law; and

**WHEREAS**, the Cities of Marshall and Redwood Falls are municipal corporations of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil erosion and sedimentation within its boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law; and

**WHEREAS**, the Parties of this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Redwood River Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

**WHEREAS**, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

**WHEREAS**, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statute § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Purpose:** The Parties recognize the importance of partnerships to plan and implement protection and restoration efforts for the Redwood River Watershed as illustrated in Attachment A. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the plan. Parties signing this agreement will be collectively referred to as Redwood River One Watershed, One Plan Partnership.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all parties, unless cancelled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to March 30, 2024. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
  - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
  - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59,

subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to the Redwood-Cottonwood Rivers Control Area for continued retention.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

## 6. Administration:

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to an Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
  - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
  - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
  - iii. The Policy Committee will establish bylaws within 90 days of execution of this document to describe the functions and operations of the committee(s).
  - iv. The Steering Team will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on plan development and content.
  - v. The Steering Team will consult with the Advisory Committee as needed to provide public comments and recommendations. This will occur no less than once per year until the plan is approved. Members of the Advisory Committee may not be a current board member of any of the Parties.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public



hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.

- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** The Redwood-Cottonwood Rivers Control Area will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
- b. Perform financial transactions as part of grant agreement and contract implementation.
- c. Annually provide a full and complete audit report.
- d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
- e. Retain fiscal records consistent with the Fiscal Agent's records retention schedule until termination of the Agreement.
- f. The Scope of Services provided to the Cottonwood-Middle Minnesota One Watershed, One Plan Partnership is outlined in Attachment B.

8. **Grant Administration:** The Redwood-Cottonwood Rivers Control Area will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:

- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan Grant Agreement* and being responsible for BWSR reporting requirements associated with the grant agreement.
- b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
- c. The Scope of Services provided to the Redwood River One Watershed, One Plan Partnership is outlined in Attachment C.

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

**Lincoln County**

Dustin Hauschild, or successor  
PO Box 66, Ivanhoe, MN 56142-0066  
Email: dhauschild@co.lincoln.mn.us  
Telephone: (507) 694-1344

**Lincoln SWCD**

Dale Sterzinger, or successor  
200 S Co. Hwy 5, Suite 2, Ivanhoe, MN 56142  
Email: dale.sterzinger@mandistrict.org  
Telephone: (507) 694-1630 x 3

**Lyon County**

John Biren, or successor  
1424 E. College Dr, Ste 600, Marshall, MN 56258  
Email: johnbiren@co.lyon.mn.us  
Telephone: (507) 532-8207 x 3

**Lyon SWCD**

Blake Giles, or successor  
1424 E. College Dr, Ste 600, Marshall, MN 56258  
Email: blakegiles@co.lyon.mn.us  
Telephone: (507) 532-8207 x 3

**Murray County**

Sarah Soderholm, or successor  
2500 28<sup>th</sup> Street, Slayton, MN 56172  
Email: ssoderholm@co.murray.mn.us  
Telephone: (507) 836-1165

**Pipestone County**

Kyle Krier, or successor  
PO Box 307, Pipestone, MN 56164-0307  
Email: kyle.krier@pcmn.us  
Telephone: (507) 825-1185

**Pipestone SWCD**

Nicole Schwebach, or successor  
PO Box 307, Pipestone, MN 56164-0307  
Email: Nicole.schwebach@pcmn.us  
Telephone: (507) 825-1185

**Redwood County**

Nick Brozek, or successor  
403 S. Mill Street, Redwood Falls, MN 56283  
Email: nick\_b@co.redwood.mn.us  
Telephone: (507) 637-4023

**Redwood SWCD**

Kurt Mathiowetz, or successor  
1241 E. Bridge St, Ste C, Redwood Falls, MN 56283  
Email: kurt\_m@co.redwood.mn.us  
Telephone: (507) 637-2427 x 3

**Area II Minnesota River Basin Projects**

Kerry Netzke, or successor  
1424 East College Dr, Ste 300, Marshall MN 56258  
Email: kerry.netzke@area2.org  
Telephone: (507) 537-6369

**Redwood-Cottonwood Rivers Control Area**

Kerry Netzke, or successor  
1424 East College Dr, Ste 300, Marshall MN 56258  
Email: kerry.netzke@rcrca.com  
Telephone: (507) 532-1325

**City of Marshall**

Jason Anderson, or successor  
344 West Main Street, Marshall MN 56258  
Email: jason.anderson@ci.marshall.mn.us  
Telephone: (507) 537-6051

**City of Redwood Falls**

Jim Doering, or successor  
PO Box 526, Redwood Falls, MN 56286-0526  
Email: jdoering@ci.redwood-falls.mn.us  
Telephone: (507) 616-7400

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **LINCOLN COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **LINCOLN SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: LYON COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **LYON SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **MURRAY COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: PIPESTONE COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date



**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: PIPESTONE SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: REDWOOD COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **REDWOOD SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: AREA II MINNESOTA RIVER BASIN PROJECTS**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
Executive Director Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: REDWOOD-COTTONWOOD RIVERS CONTROL AREA**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
Executive Director Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: CITY OF MARSHALL**

APPROVED:

BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Manager Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
City Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: CITY OF REDWOOD FALLS**

APPROVED:

BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Manager Date

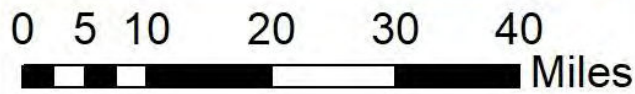
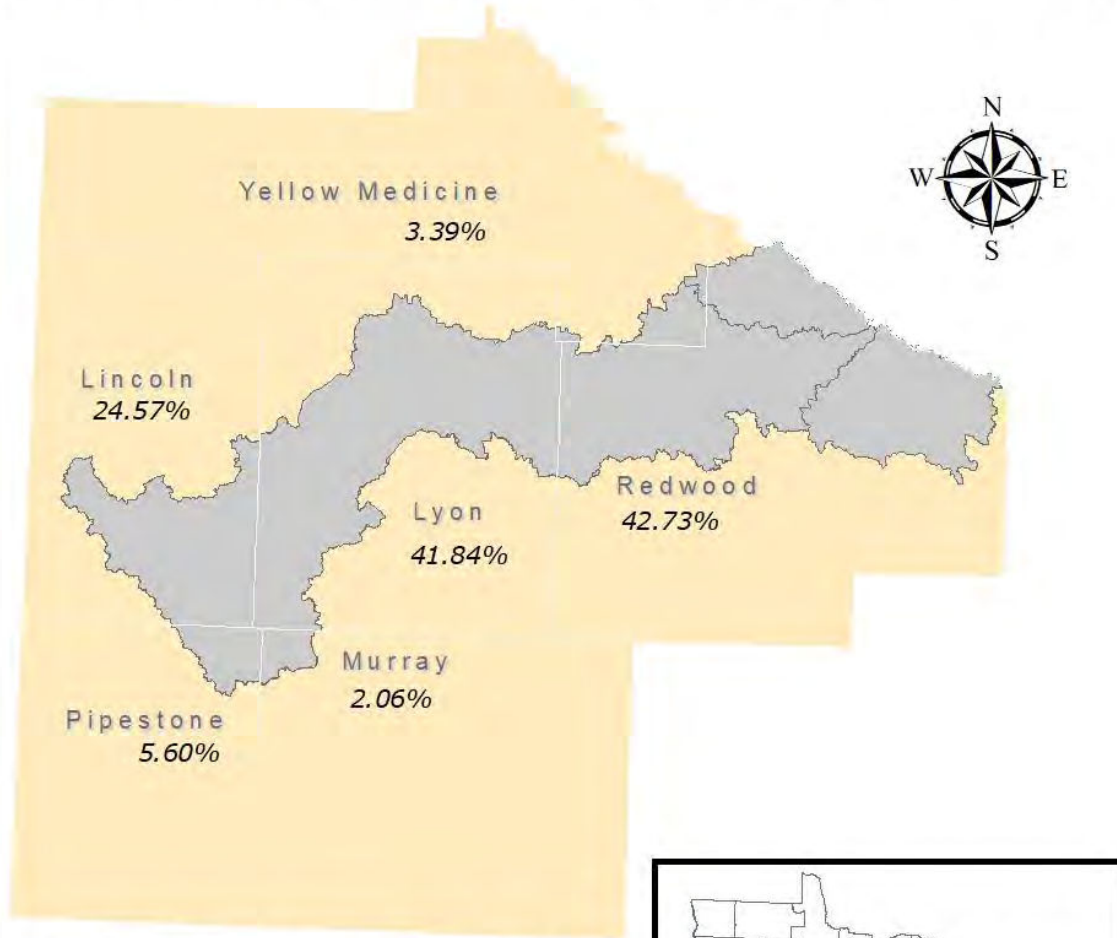
**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
City Attorney Date



**Attachment A**



# Redwood River - 1W1P Boundary



**Legend**

-  Redwood Boundary
- County Name
-  Counties
- % of County in 1W1P*



## **Attachment B**

### **Scope of Services Provided by the REDWOOD-COTTONWOOD RIVERS CONTROL AREA (RCRCA)**

RCRCA will have the following fiscal duties:

1. Account for grant funds and provide prompt payment of bills incurred,
2. Complete annual eLINK reporting,
3. Present an annual audit of grant funds and their usage,
4. Maintain all financial records and accounting,
5. Contract for Services with the chosen consultant for plan preparation and writing of the watershed-based plan, including:
  - a. Execute the services agreement, and
  - b. Oversee expenditures incurred by the consultant.
6. Administer the grant with BWSR for the purposes of developing a watershed-based plan, including:
  - a. Submit this Agreement, work plan, budget, and other documents as required, and
  - b. Execute the grant agreement.

## **Attachment C**

### **Scope of Services Provided by the REDWOOD-COTTONWOOD RIVERS CONTROL AREA (RCRCA)**

RCRCA will have the following administrative duties:

1. Coordination of Policy Committee meetings, including:
  - a. Provide advance notice of meetings,
  - b. Prepare and distribute the Agenda and related materials,
  - c. Prepare and distribute Policy Committee Minutes,
  - d. Maintain all records and documentation of the Policy Committee,
  - e. Provide public notices to the counties for publication, and
  - f. Coordinate public meetings as required by Minnesota Statutes Chapter 103B as part of the formal review process for the watershed-based plan, gather public comments from public hearings, and prepare document for submittal.
2. Coordination of Steering Team meetings, Technical and Advisory subcommittees, including:
  - a. Provide advance notice of meetings,
  - b. Prepare and distribute the Agenda and related materials,
  - c. Prepare and distribute Minutes, and
  - d. Maintain all records and documentation of the committees.

**Council Meeting Date:** December 19, 2023

**Agenda Item:** Resolution No. 82 of 2023 – Resolution Accepting Donation for installation of meeting room carpet

**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:** Attached is Resolution No. 82 of 2023 accepting two financial donations in the amount of \$4334.31 from the Redwood Area Library Foundation and the amount of \$2,700 from the Friends of the Library. It was determined by an inspection from Brighter Homes Store that there was not an option to repair the existing carpet in the meeting room. It was causing large air bubbles in well-trafficked areas causing safety concerns. Because the flooring is considered part of the Expansion Plan, the Library Foundation was willing to pay a portion of the expense, after the Friends of the Library committed to \$2,700. The billed total is \$7,034.31 of which RALF would pay the balance of \$4,334.31.

Due to a cancellation and very last-minute the carpet has been installed. Library staff were assured by Brighter Homes Store that it can be added to and will be available for any Expansion carpet needs.

Staff is requesting approval to accept the financial donations from the Redwood Area Library Foundation and the Friends of the Library to fund the replacement of the meeting room carpet.

**Attachments:** Resolution No. 82 of 2023

**RESOLUTION NO. 82 OF 2023**  
**A RESOLUTION ACCEPTING DONATIONS TO THE CITY.**

**WHEREAS**, the City of Redwood Falls is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts; and

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
Redwood Area Library Foundation	\$4,334.31
Redwood Falls Friends of the Library	\$2,700.00

**WHEREAS**, the terms or conditions of the donations, if any, are as follows:

Terms or Conditions

Contribution to pay for the expense and installation of removal of meeting room carpet, and installation of new carpet.

**WHEREAS**, all such donations have been contributed to the City for the benefit of its citizens, as allowed by law; and

**WHEREAS**, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby authorized, if requested, to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 19<sup>th</sup> day of December.

ATTEST:

\_\_\_\_\_  
Keith Muetzel  
City Administrator

\_\_\_\_\_  
Tom Quackenbush  
Mayor

(City Seal)

Subscribed and sworn to before me this  
19<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Notary Public

**Meeting Date: December 19, 2023**

## AGENDA RECOMMENDATION

**Agenda Item:** Housing Development Proposal from the Southwest MN Housing Partnership

**Recommendation/Action Requested:** The Port Authority recommends approval of the attached housing development proposal from the Southwest MN Housing Partnership.

**Summary/Overview:**

In April of 2023, the Port Authority requested proposals from housing developers to develop a 12 acre parcel in the Reflection Prairie Addition. The Request for Proposals sought to identify a developer to construct a mix of privately owned, market rate, single-family and multi-family housing units along with the possibility of some light retail space. There were two proposals submitted, one of which was from the Southwest MN Housing Partnership.

The Southwest MN Housing Partnership is a non-profit community development corporation serving communities throughout Southwest and South-Central Minnesota. The Mission of the Partnership is to “partner with communities to develop places for people to call home.” The Southwest MN Housing Partnership carries out its mission by supporting and developing high quality housing services and products.

The first phase of the proposal submitted the Southwest MN Housing Partnership includes the development of a mix of single-story townhomes (28 units) and single-family homes (4 units) that will be available for sale or rent. Future phases included the possibility of apartment buildings for rental housing.

As a non-profit housing developer, the Southwest MN Housing Partnership is requesting the following assistance from the Port Authority to ensure affordability of the proposed project:

1. Transfer of land ownership at no cost for each phase of the project.
2. Provide short-term loan funding to subdivide the property for phase 1 construction.
3. Provide up to \$1,000,000 in low interest revolving construction loan funding.
4. Install the necessary infrastructure and assess those costs to each lot that is developed.
5. Consider future financial support for future construction phases.

The Port Authority has reviewed and discussed the proposed development and assistance requests which are described in more detail in the attached proposal. After carefully considering the potential benefits of providing much needed additional housing stock that will be available to households of all ages and size, the Port Authority recommends approval of the proposal.

**Attachments:**

Housing Development Proposal from the Southwest MN Housing Partnership



## City of Redwood Falls Port Authority

### Mixed-Use Multi-Family Residential / Retail Development Proposal



Proposal for:  
Keith Muetzel, City Administrator  
December 8, 2023

Submitted by:  
Jen Theneman  
Dir. of Real Estate & Community Development  
Southwest Minnesota Housing Partnership



December 8, 2023

City of Redwood Falls, MN  
Attn: Keith Muetzel, City Administrator  
333 South Washington Street  
Redwood Falls, MN 56283-0526  
Telephone: 507.616-7400  
Email: kmuetzel@ci.redwood-falls.mn.us

Re: Single-family, Multifamily, and Mixed-Use Development Proposal for City of Redwood Falls

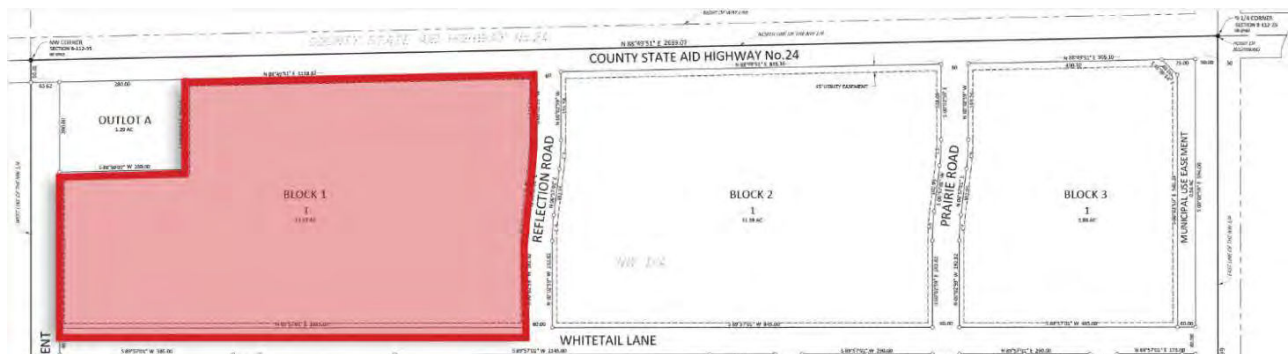
Dear Mr. Muetzel,

On behalf of Southwest Minnesota Housing Partnership (“SWMHP”, the “Developer”), we are pleased to submit an updated proposal for the development of Block 1 of the Reflection Prairie Addition (the “Development”) for the Redwood Falls Port Authority (RFPA).

As an advocate and changemaker for housing needs across the spectrum in Southern Minnesota for over 30 years, we understand the need in your area. There is a housing shortage across the state and small communities experience the shortage in many impactful ways: community vitality, workforce shortages, lack of affordable options, solutions for seniors, and more. Having had the opportunity to participate in Redwood County’s Strategic Planning sessions last Fall, we heard firsthand how housing, or lack of, is impacting Redwood Falls and surrounding communities, and we are excited to partner with you to bring solutions!

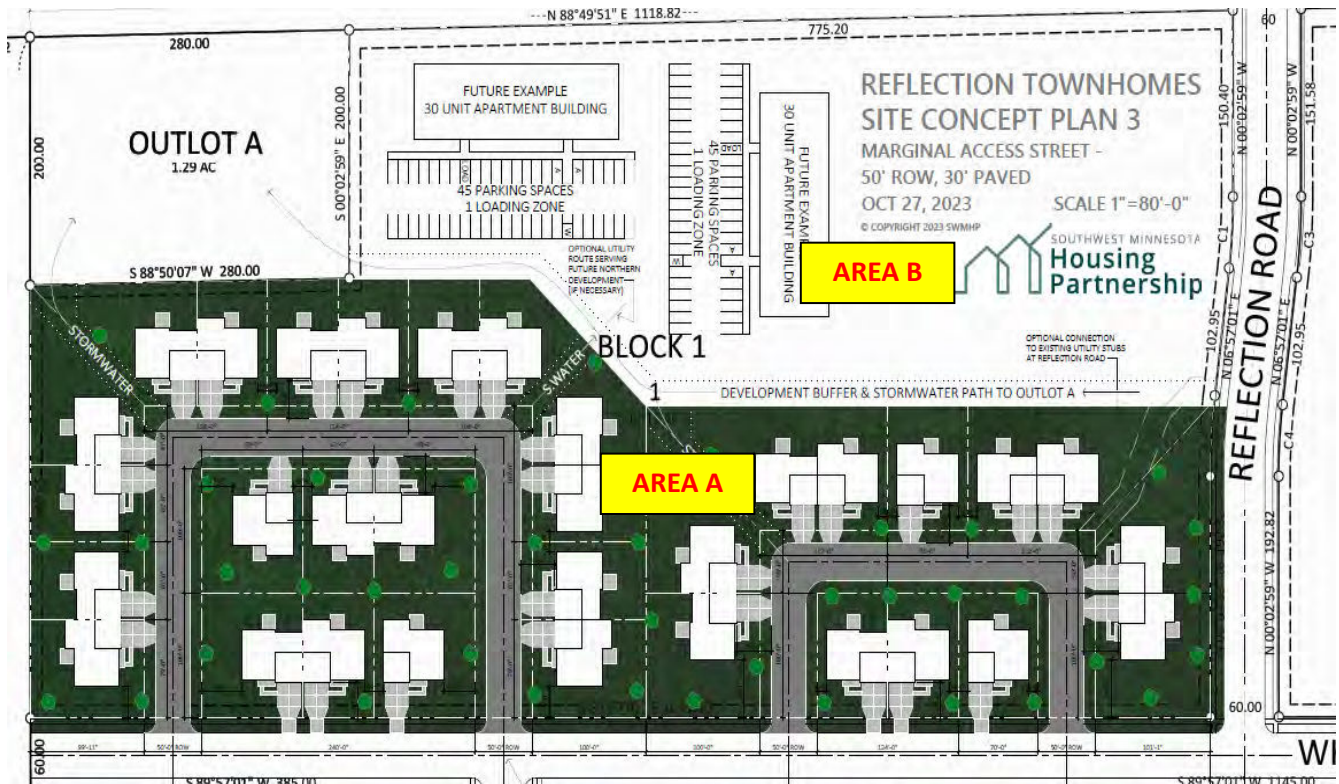
As identified in conversations with the City of Redwood Falls regarding its proactive vision to creatively add housing of all types, your community is headed in the right direction. The Reflections Development is exciting not only as it meets many needs, but also because it incorporates nature, beauty, and play to create a welcoming space where residents will be proud to live and thrive. The development’s northern section, of which Blocks 1 through 3 are planned for multi-family and light retail development, will successfully complement the single-family housing located to the south across Whitetail Lane. The area is poised for significant growth in alignment with local investment in neighboring health care, housing, commercial, and other developments to address the desire for establishing Redwood Falls as a vibrant hub community to attract businesses and residents.

After conversations with the City and Redwood County, review of the information provided, as well as our own knowledge of the area, our Block 1 development proposal fills important gaps in the housing options available in Redwood Falls. Additionally, this proposal paves the area for adaptable next steps to meet future identified priorities, not only in Block 1, but for continued partnership in Blocks 2 and 3.



With that in mind, we propose a contractual development agreement to show our commitment to partnering with the City of Redwood Falls to develop meaningful housing to meet the area’s needs. Our discussions to date have included a yet to be determined phased approach for the Block 1 development to address both single family and multi-family development. While we investigate pricing for previously discussed townhomes in the southern part of Block 1, we also wish to explore additional funding opportunities, have more local conversations with realtors, employers, and residents to help us prioritize our housing options in order to create a strategic and sustainable development plan.

## Development Options



The design above reflects options for both multi-family and single-family housing options which would be complementary to the single-family homes planned to the south of Whitetail Lane. Area A in the design reflects single-story townhomes which could be for rent, for sale, or a combination of the two options. Area B reflects apartment buildings for rental housing. Area C reflects an area that would be developed to reflect future needs. During development for each area, we would work with local realtors to qualify and sell to buyers; or for rental units, would retain ownership as asset owners and work with local property management to prepare for occupancy.

While we are proposing considerable investment from the RFPA and City of Redwood Falls to aid us in developing, as a non-profit developer, we plan also to seek funding from the State of Minnesota and other sources as appropriate. The timing of grant rounds, as well as their communicated priorities influence the timing and ask for a proposal submission. We will be transparent, thoughtful, and strategic regarding how Block 1 will be developed, and to that end, ask the City for their willingness to enter into a purchase agreement to purchase Block 1 land while we determine our next steps.



We understand that to comply with State of Minnesota Statute regarding Port Authority agreements, we are supportive of two separate purchase agreements:

- Area A to be finalized and executed in late 2023/early 2024;
- Area B to be finalized in late 2023/early 2024 with future execution when SWMHP is ready to proceed with its development.

In order to inform our development, we will share ideas and request feedback in a community open house to hear firsthand what Redwood Falls residents are seeking, gain their feedback and buy-in, and connect with future homebuyers and renters. Our designs are flexible and can be adapted to align with local need and the most desirable options.

The per unit rental rates or sales price would reflect the estimated costs of the units including lot cost, infrastructure assessment or cost, contractor bids, financing, and the current housing market. Development will be determined in the future based on market research including the anticipated Redwood County Housing Study and local demand feedback.

We anticipate the first land transfers to occur by the end of 2023 with a goal of construction beginning in 2024 if able to secure funding for Phase 1 of the development. To make this development a reality, we propose the City of Redwood Falls and SWMHP enter into a development agreement outlined below:

### **Benefits to the City of Redwood Falls through this development partnership:**

- An anticipated increase in the tax base to support the development, leading to long-term gain. The life cycle of these homes will likely be 75 years or more, ensuring housing and tax revenue for the future.
- We would work with the RFPA and City of Redwood Falls to determine prospective property taxes after the design and construction costs have been finalized based on the market value at the time of completion.
- SWMHP prefers to use local contractors for the project as much as possible, therefore local jobs will be retained using such contractors.
- Economic impact studies demonstrate that a dollar spent in a local community is spent seven times again in the community, another reason our organization looks to partner with local contractors.
- The new homes will also provide more housing stock needed to retain and attract employees and families to Redwood Falls and the surrounding area. SWMHP understands that housing shortages are a significant issue in greater/rural Minnesota, and we are motivated to build and grow communities throughout the region. Our proposed project is intended to benefit households of all ages, sizes, and a variety of income levels. The product is especially beneficial for those looking to downsize to a zero-entry floorplan home. The product will also be ideal for buyers and renters seeking to move-up in the market to a newer product, opening more options at lower price ranges for others in the community. The final bedroom count and floor plan of each unit will be determined after an open house to gain data from community members, but it's anticipated that this product would be a great option for entry-level workforce housing or older residents interested in one-level living.
- Served demographics of the community: The proposed homes in Area A are 2–4-bedroom units with 2 bathrooms and 2-car garages. This type of housing generally appeals to individuals and families looking for starter homes and aging adults looking to downsize from their current home. This product may also be a great solution for households with lower incomes. These modest,

smaller-footprint homes are needed in today's tough real estate market where families new to homeownership, aging adults, and lower income households are often priced out of their already few options. Builders and developers have a difficult time building this type of product due to increased construction costs and lack of skilled labor force, making larger, luxury homes a safer investment with larger returns. The product in our proposed plan will provide much needed homes for individuals and families that typically have very few options. These homes will also positively impact workforce housing availability in the community, benefiting employers, workers, area businesses, and the City tax base. The potential of more-dense multi-family rental housing in Area B would also meet the needs of a variety of people who are seeking a smaller footprint for a lower price.

### **Requests of the Redwood Falls Port Authority:**

As a non-profit developer, we would be seeking the following incentives and assistance from the City to ensure affordability of the project:

1. Approve a purchase agreement for the sale of Block 1 of Reflection Prairie Addition, Area A for a total of \$1.00.
2. Approve a purchase agreement for the sale of Block 1 of Reflection Prairie Addition, Area B for a total of \$1.00.
3. After land transfer, SWMHP will incur the cost of further subdividing the parcel through the City's platting process into developable lots. SWMHP requests a 3-year deferred loan to pay for the cost to subdivide Block 1, Area A.
4. Provide revolving construction financing of 1% or less for all phases of the development, with a cap of \$1,000,000. This fund will be drawn upon in installments as needed, and will be paid back upon initial occupancy of rental or for sale homes.
5. The City will proceed with installing the necessary infrastructure for the planned and future development to be outlined in the plat and assess the costs back to the lots to be recouped when each lot is fully developed.
6. Consider future financial support of the multi-family building in Area 2 of Block 1

### **About the Developer – SWMHP:**

The Southwest Minnesota Housing Partnership is a non-profit community development corporation serving communities throughout Southwest and South-Central Minnesota. The Mission of the Partnership is to "partner with communities to develop places for people to call home." Our goal is to build strong and healthy places to live by supporting the preservation, stability, and economic development of our communities. We do this by promoting and delivering a high-quality comprehensive menu of housing services and products.

The Southwest MN Housing Partnership (SWMHP) was founded in Slayton around the time devastating tornados went through the nearby communities of Lake Wilson and Chandler in 1992. We assisted in rebuilding those communities and have continued to call Slayton our home ever since, while adding an office in Mankato as well. We have completed numerous housing development projects with communities across southern MN and offer a range of services including:

- Community Planning
- Housing Preservation
- Community Building & Engagement
- Land Development & Redevelopment
- Housing Development (Single-Family and Multi-Family)
- Community Development

## **Financing Information:**

We anticipate funding for the development to come from a variety of sources, including the City of Redwood Falls, local lenders, and possibly our long-time partners First Farmers and Merchants Bank and Greater Minnesota Housing Fund to name a few. We plan to utilize our experience with and knowledge of other funding programs like the Workforce Housing Development Program, Tax Credits, and others as appropriate to develop a successful housing project.

As a non-profit partner, our goal is to provide meaningful, lasting housing, rather than building a product and then quickly departing. As such, we wish to discuss a shared-equity model of development, where if we exceed our minimum fees, we will hope to contribute back to the City through investment in future projects.

## **Examples of Development Projects:**

### **SINGLE FAMILY**

1516 2<sup>ND</sup> AVE  
1 Unit  
Developer, Construction  
Manager, Project Manager &  
Loan Processor  
Worthington, MN

AUTUMN HILLS  
3 Units  
Owner, Housing Inspector,  
Construction Manager, Loan  
Processor & Project Lender  
Owatonna, MN

CASTLEWOOD KNOLLS/DANO  
6 Units  
Developer, Construction  
Manager, Project Manager &  
Loan Processor  
Worthington, MN

DANO ADDITION  
4 Units  
Developer, Construction  
Manager, Project Manager &  
Loan Processor  
Worthington, MN

HANSON ADDITION  
4 Units  
Developer, Construction  
Manager, Project Manager &  
Loan Processor  
Clara City, MN

MILFORD HEIGHTS  
3 Units  
Owner, Housing Inspector,  
Construction Manager, Loan  
Processor & Project Lender  
New Ulm, MN

MORNING VIEW ADDITION  
2 Units  
Owner, Housing Inspector,  
Construction Manager, Loan  
Processor & Project Lender  
Worthington, MN

MORNING VIEW 2<sup>ND</sup> ADDITION  
8 Units  
Developer, Project Manager,  
Loan Processor & Project Lender  
Worthington, MN

NORTH RIVERVIEW  
11 Units  
Owner, Developer, Construction  
Manager, Project Manager &  
Loan Processor  
Marshall, MN

NORTHWOOD ADDITION  
1 Unit  
Owner, Housing Inspector,  
Construction Manager, Loan  
Processor & Project Lender  
Janesville, MN

RIVERVIEW HEIGHTS  
2 Units  
Developer, Construction  
Manager, Project Manager &  
Loan Processor  
Madelia, MN

PARKWAY II  
15 Units  
Developer, Construction  
Manager, Project Manager &  
Loan Processor  
Marshall, MN

TRAVERSE GREEN SUBDIVISION  
9 Units  
Developer, Project Manager,  
Loan Processor & Project Lender  
St Peter, MN

WASHINGTON TERRACE  
ADDITION  
40 Units  
Developer, Construction  
Manager, Project Manager &  
Loan Processor  
St Peter, MN

WESTWINDS ESTATES II  
10 Units  
Developer, Construction  
Manager, Project Manager &  
Loan Processor  
Willmar, MN

### **MULTI-FAMILY**

10TH STREET  
42 Unit Townhomes  
Developer, Construction  
Manager & Owner  
Storm Lake, MN

EAGLE RIDGE (aka STREET E)  
42 Unit Townhomes  
Developer, Construction  
Manager & Owner  
Jackson, MN

GRAND TERRACE  
48 Unit Apartments  
Developer, Construction  
Manager & Owner  
Worthington, MN

LOWER SIOUX ESTATES  
8 Unit Townhomes  
Developer & Construction  
Manager  
Morton, MN

NEW CASTLE  
30 Unit Townhomes  
Developer, Construction  
Manager & Owner  
Worthington, MN

PARK ROW CROSSING  
40 Unit Townhomes  
Developer, Construction  
Manager & Owner  
St Peter, MN

RISING SUN ESTATES  
48 Unit Townhomes  
Developer & Construction  
Manager  
Worthington, MN

SIBLEY PARK  
60 Unit Apartments  
Developer, Construction  
Manager & Owner  
Mankato, MN

SOLACE  
30 Unit Apartments  
Developer, Construction  
Manager & Owner  
St Peter, MN

### **SUBDIVISION**

AUTUMN HILLS  
15 Units  
Developer  
Owatonna, MN

CASTLEWOOD KNOLLS / DANO  
7 Units  
Developer  
Worthington, MN

MILFORD HEIGHTS  
29 Units  
Developer  
New Ulm, MN

MORNINGVIEW 1<sup>ST</sup> ADDITION  
6 Units  
Developer  
Worthington, MN

MORNINGVIEW 2<sup>ND</sup> ADDITION  
10 Units  
Developer  
Worthington, MN

PARKWAY II  
82 Units  
Developer  
Marshall, MN

TRAVERSE GREEN  
60 Units  
Developer  
St Peter, MN

WESTWINDS ESTATES II  
20 Units  
Developer  
Willmar, MN

## **References:**

David Thompson | President & CEO | First Farmers and Merchants Bank | Pipestone, MN | [davidthompson@ffmbank.com](mailto:davidthompson@ffmbank.com) | (507) 825-3301

Scott Marquardt | President | Southwest Initiative Foundation | Hutchinson, MN | [ScottM@swifoundation.org](mailto:ScottM@swifoundation.org) | (320) 583-4629

For over 30 years, we have been successful in creating and maintaining impactful housing, which is safe and affordable across 30 counties. We are confident that a continued partnership with the City of Redwood Falls will address specific pieces of the complex housing puzzle in the area, and we look forward to continued communication to discuss next steps.

Thank you for the opportunity to consider this exciting project and to pursue an outcome that can be broadly beneficial to the Redwood Falls community. We welcome any comments or questions that the Redwood Falls Port Authority or the City of Redwood Falls has, and we ask that those be directed to Jen Theneman of SWMHP at [jent@swmhp.org](mailto:jent@swmhp.org) and 507-836-1610.

Sincerely yours,

*Chad Adams*

Chad Adams  
Chief Executive Officer  
Southwest Minnesota Housing Partnership



Jen Theneman  
Dir. of Real Estate & Community Development  
jent@swmhp.org | 507.836.1610  
2401 Broadway Avenue | Slayton, Minnesota 56172



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

---

**Meeting Date: December 19, 2023**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Resolution No. 83 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. 83 executes the Master Service Agreement for 2024. The Master Service Agreement lists responsibilities for both parties and outlines basic services to be provided by Bolton & Menk Inc. as assigned by the City of Redwood Falls. This will be done on a project by project basis that is to be outlined by individual "Task Orders" presented to Council for subsequent approval throughout the year.

The term for this Master Agreement will have a start of January 1, 2024 and is slated to terminate December 31, 2024 but roll over annually if both parties agree. This does not supersede the Council from formerly appointing Bolton & Menk Inc. Owen Todd P.E. as our City Engineer at their first business meeting of the new year.

This Agreement has been reviewed by Bolton & Menk Inc. with no changes suggested and Staff also recommends its approval.

**Attachments:** Resolution No. 83 of 2023  
Master Agreement for Professional Services 2024

**RESOLUTION NO. 83 OF 2023**

**AUTHORIZATION TO EXECUTE  
MASTER AGREEMENT FOR PROFESSIONAL SERVICES 2024  
CITY OF REDWOOD FALLS AND BOLTON & MENK, INC.**

**WHEREAS**, the City of Redwood Falls is authorized to enter into an annual Master Agreement 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 Sleepy Eye, MN is the designated Redwood Falls Municipal Civil Engineer as set by Council, and;

**WHEREAS**, Bolton & Menk Inc. agrees to perform the various Basic Services as assigned by the City of Redwood Falls under this agreement and further described in a subsequent Task Orders or Addendums for each assignment and in connection with each proposed project (referred to as “Project” or “project”) associated with that Task Order or Addendum, and;

**FURTHERMORE**, the Mayor and/or City Administrator are authorized to execute this agreement and negotiate in good faith, future changes or amendments as are necessary, and;

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

1. The agreement described above is approved and executed in the form submitted to the City Council and made a part of this resolution by reference.

**BE IT FURTHER RESOLVED** that the City Council of the City of Redwood Falls, Minnesota, approves the agreement 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 19th day of December 2023.

ATTEST:

\_\_\_\_\_  
Keith Muetzel  
City Administrator

\_\_\_\_\_  
Tom Quackenbush  
Mayor

(City Seal)

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

\_\_\_\_\_  
Notary Public

## **MASTER AGREEMENT FOR PROFESSIONAL SERVICES 2024**

### **CITY OF REDWOOD FALLS AND BOLTON & MENK, INC.**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, is by and between the CITY OF REDWOOD FALLS, 333 S. Washington St. P.O. Box 526 Redwood Falls, MN 56283, (“CLIENT”), and BOLTON & MENK, INC., 1243 Cedar Street NE, Sleepy Eye, MN 56085 (“CONSULTANT”).

#### **RECITALS**

WHEREAS, the CLIENT requires professional services in conjunction with various assignments or tasks; and

WHEREAS, the CONSULTANT agrees to furnish the various professional services required and assigned as needed by the CLIENT using Task Orders or Addenda to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

#### **SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services as assigned by the CLIENT and specifically described in the Task Order or Addendum for each assignment and in connection with each proposed project (referred to as “Project” or “project”) associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this Agreement.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in the respective Task Order.

#### **SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.



- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the appropriate Task Order.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

(Remainder of this page intentionally left blank)

**SECTION III - COMPENSATION FOR SERVICES**

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services or as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

**Schedule of Fees**

<b>Employee Classification</b>	<b>Hourly Billing Rates</b>
Senior Principal	\$150-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-195
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-190
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$60-175
Senior Technician (Inc. Construction, GIS, Survey1)	\$85-180
Technician (Inc. Construction, GIS, Survey1)	\$65-150
Administrative/Corporate Specialists	\$45-125
Structural/Electrical/Mechanical/Architect	\$120-150
<b>GPS/Robotic Survey Equipment</b>	<b>NO CHARGE</b>
<b>CAD/Computer Usage</b>	<b>NO CHARGE</b>
<b>Routine Office Supplies</b>	<b>NO CHARGE</b>
<b>Routine Photo Copying/Reproduction</b>	<b>NO CHARGE</b>
<b>Field Supplies/Survey Stakes &amp; Equipment</b>	<b>NO CHARGE</b>
<b>Mileage</b>	<b>NO CHARGE</b>

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include, but are not limited to: large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, special field and traffic control equipment rental, outside professional and technical assistance, geotechnical services, and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 5%) for these Direct Expenses incurred in the performance of the work, except as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

## B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due to the CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven (7) days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement and/or any Task Order until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

## SECTION IV - GENERAL

### A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

### B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the

applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and the change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.

### C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of any Task Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The

CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.
3. CONSULTANT acknowledges the existence of a previously executed Data Exchange License Agreement ("LICENSE") Between CLIENT and third-party Montana-Dakota Utilities Co., (Montana-Dakota) dated November 9, 2022. CONSULTANT is of the understanding that CLIENT'S obligations under the LICENSE include allowing Montana-Dakota to access CLIENTS updated GIS database, including land base data, aerial photos, and/or facility data and to use CLIENT'S GIS information to update and augment Montana-Dakota's proprietary information. CONSULTANT hereby authorizes said LICENSE and the third-party use of, or any adaptations or distributions of electronic/digital data provided under this Agreement needed by CLIENT to fulfill its obligations under the LICENSE with Montana-Dakota.

#### H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership

interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

#### J. PERIOD OF AGREEMENT

This Agreement will remain in effect until December 31, 2024; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date.

By mutual agreement of the parties hereto, the term of this Agreement shall be renewable in one (1) year increments with both parties reserving the right to terminate the Agreement pursuant to the terms and requirements found in Section IV.K of this Agreement.

#### K. TERMINATION

This Agreement, or any individual Task Order, may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to: failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.

4. Notwithstanding the foregoing, this Agreement or the individual Task Order identified in the required notice will not terminate under Section IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
5. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Section IV.H.
6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Section IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

#### L. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

#### N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

#### O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

#### P. SURVIVAL



All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

#### Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

#### S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

#### T. MINNESOTA GOVERNMENT DATA PRACTICES ACT

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The CONSULTANT agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

#### U. ETHICAL STANDARDS

No member, officer, employee or agent of the CLIENT or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENTS: Sample Task Order Form

**CITY OF REDWOOD FALLS AND BOLTON & MENK, INC.  
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

**TASK ORDER NO:** \_\_\_\_\_

**CLIENT:** City of Redwood Falls

**CONSULTANT:** Bolton & Menk, Inc.

**DATE OF THIS TASK ORDER:** \_\_\_\_\_, 2024

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES:** \_\_\_\_\_

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

**1.0 Scope of Services:**

CONSULTANT shall perform the Services listed below or in the attached Scope. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

**2.0 Fees:**

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order shall not exceed \$XX,XXX.XX without prior approval of CLIENT.

**3.0 Schedule:**

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by \_\_\_\_\_, 2024.

**4.0 Deliverables**

Deliverables will be as follows or as set forth in the attached Scope.

**5.0 Term**

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

**6.0 Other Matters**

**7.0 Project Managers**

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF REDWOOD FALLS  
Attn: Jim Doering  
333 S. Washington St.  
P.O. Box 526  
Redwood Falls, MN 56283  
Office Phone: 507-616-7400  
Email: [jdoering@ci.redwood-falls.mn.us](mailto:jdoering@ci.redwood-falls.mn.us)

BOLTON & MENK, INC.  
Attn: Owen J. Todd, P.E.  
1243 Cedar Street NE  
Sleepy Eye, MN 56085  
Office Phone: 507-794-5541  
Email: [Owen.Todd@Bolton-Menk.com](mailto:Owen.Todd@Bolton-Menk.com)

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

---

---

---

---

---

---

ATTACHMENTS TO THIS TASK ORDER:



Kari Klages  
Director of Finance  
Phone: 507-616-7400  
Fax: 507-637-2417

kklages@ci.redwood-falls.mn.us

---

## AGENDA MEMO

**Meeting Date:** December 19, 2023

**Agenda Item:** Resolution No. 84 of 2023 – Establishing Rates for Purchased Power Avoidance Cost

**Recommendation/Action Requested:** Read the 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:** Consideration of attached enabling resolution which, if adopted, would enact the electric utility purchased power avoidance cost rates as of Jan 1, 2024. Schedule 2 contains the rates for solar power reimbursement. The City of Redwood Falls will reimburse using the Annual All Hours rate of \$.03123 per kilowatt hour. Staff recommends approval.

**Attachments:** Resolution 84 of 2023  
SMMPA Average Incremental Cost Schedule 2

**RESOLUTION NO. 84 OF 2023**

**RESOLUTION ESTABLISHING  
RATES FOR PURCHASED POWER AVOIDANCE COST**

**WHEREAS**, the City of Redwood Falls, through its Redwood Falls Public Utilities ("Utilities"), owns, operates and maintains a municipal utility which, amongst other services, provides retail electric services to approximately 2,900 customers; and

**WHEREAS**, Redwood Falls City Charter § 11.02 provides that the Redwood Falls City Council ("Council"), may by resolution establish rates, fares and prices for municipal utilities and services, but that such rates, fares and prices shall be established after study of commission recommendations; and

**WHEREAS**, Redwood Falls City Code § 2.52 establishes a Public Utilities Commission ("Commission"), who is charged with the responsibility to recommend to the Council rates and charges to be made for services furnished by the Utilities; and

**WHEREAS**, Redwood Falls City Code § 3.02 provides that rates and charges for municipal utilities shall be fixed, determined and adopted by resolution of the Council, said resolution containing the effective date thereof, kept on file and open to inspection in the office of the City Administrator, be uniformly enforced, and, if the various types of service are categorized and classified, such categorization and classification be included in said resolution.

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

- 1. Electric Rate Schedule.** Solar power generation by customers will be reimbursed at the rates filed with the Minnesota Public Utilities Commission on Schedule 2 – Average Incremental Cost.
- 2. Effective Date.** The rates established by this Resolution shall be effective as of Jan 1, 2024, for electricity billed in January 2024 and payable in February 2024 and shall supersede any previous Resolutions.
- 3. Public Inspection.** A printed copy of this Resolution shall be made available for inspection by any person at the office of the City Administrator during normal business hours.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 19th day of December, 2023.

*ATTEST:*

\_\_\_\_\_  
Keith Muetzel  
City Administrator

(City Seal)

\_\_\_\_\_  
Tom Quackenbush  
Mayor

Subscribed and sworn to before me this  
19<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Notary Public

## SCHEDULE 2 – AVERAGE INCREMENTAL COST

Estimated Marginal Energy Costs (\$/MWh)						
		2024	2025	2026	2027	2028
Summer	On Peak	39.89	41.13	39.42	41.38	41.12
	Off Peak	22.77	23.65	22.80	22.54	22.15
	All Hours	30.65	31.69	30.44	31.20	30.88
Winter	On Peak	37.62	40.05	40.28	42.41	42.37
	Off Peak	26.88	28.47	28.85	30.99	30.63
	All Hours	31.82	33.80	34.11	36.24	36.03
Annual	On Peak	38.76	40.59	39.85	41.89	41.75
	Off Peak	24.82	26.06	25.83	26.76	26.39
	All Hours	31.23	32.75	32.28	33.72	33.45
<b>Annual number of hours in the on-peak period:</b>						

Description of season and on-peak and off-peak periods	
Summer:	April through September
Winter:	October through March
On-peak period:	6 am to 10 pm Monday through Friday except holiday (New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day)
Off-peak period:	All other hours

### Estimated Marginal Energy Costs

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

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

### Capacity Payment for Firm Power (Net annual avoided capacity cost)

A capacity payment will be made for energy delivered by the qualifying facility to the utility with at least a 65 percent on-peak capacity factor in the month. The capacity factor is based upon the qualifying facility's maximum on-peak metered capacity delivered to the utility during the month. The capacity component applies only to deliveries during on-peak hours.

Capacity Payment (\$/kWh)	
2024	
Capacity Value per kWh (on-peak hours)	\$0.007
Capacity Value per kWh (all hours)	\$0.005