



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, MAY 21, 2024 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. May 7, 2024
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
7. **Scheduled Public Hearings**
8. **Old Business**
 - A. Updates to Unified Development Ordinance Relating to Accessory Buildings, Swimming Pools, and Solar Energy Systems (Ordinance #90)
 - B. Adopting Updated Supplement to the Code of Ordinances (Ordinance #91)
9. **Regular Agenda**
 - A. Adopt Summary Publication of Ordinance #90 (Resolution #27)
 - B. Solid Waste Collection Request for Proposals
 - C. Union Drive Right-of-Way Purchase Agreement (Resolution #29)
 - D. Great Plains Natural Gas Main Extension Agreement (Resolution #30)
 - E. Accountant Position
 - F. Update to 2024 Part-Time Seasonal Pay Plan (Resolution #31)
 - G. Friends of the Library Donation (Resolution #32)
10. **Other Items and Communications**
 - A. Council Items
 - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
 - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, MAY 7, 2024**

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, May 7, 2024, at 5:00 p.m.

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

City Attorney Dammann requested to amend the proposed agenda by removing Agenda Item 8A and Agenda Item 9A because the agenda items require a four-fifths majority vote. Council will not be able to act on the agenda items with the number of Council Members in attendance.

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to approve the agenda with the removal of Agenda Item 8A and Agenda Item 9A. Motion passed by unanimous vote.

A motion was made by Council Member Buckley and seconded by Council Member Smith to approve the April 16, 2024, minutes as presented. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to approve the April 16, 2024, Board of Appeal and Equalization minutes as presented. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Buckley to approve the April 30, 2024, Board of Appeal and Equalization minutes as presented. Motion passed by unanimous vote.

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

1. 2023 Drinking Water Report
2. Purchase of Electric Distribution Materials
3. Declare Electric Department Equipment as Surplus Property
4. Declare Police Department Equipment as Surplus Property

Motion passed by unanimous vote.

City Attorney Dammann introduced Resolution No. 28 of 2024 – A Resolution Setting and Adopting the Updated 2024 Pay Plans and Pay Step Structure for Part-Time & Seasonal Non-Union Employees.

Mr. Dammann stated on December 6, 2023, when this pay plan was originally approved, the Parks & Rec Department had intended to hire adult Soccer Referees who were over eighteen years old. However, they are finding that it's difficult to find adults that are familiar with or that are interested in refereeing Soccer. Most of the interested candidates have come from younger applicants under eighteen years old. The MN Soccer Association is an activity that allows individuals to officiate starting at age 14 if they are certified. Those that we have been able to hire this year are under eighteen years old and need to be certified to become a referee. To hire these individuals the Parks & Rec Department is paying for their certification because most would not be willing to do the job if they had to incur the \$60.00 certification fee.

Mr. Dammann stated due to the nature of the position, the age of the applicants, and the fact that the Parks & Rec Department is paying for the applicants' certifications, it has been determined that applicants filling this position can't be considered Independent Contractors under Federal DOL rules. Therefore, it has been determined that Soccer League Officials should be hourly employees instead of Independent Contractors. Staff recommends updating the 2024 Parks & Rec Seasonal Pay Plan to include this change.

A motion was made by Council Member Smith and seconded by Council Member Buckley to waive the reading of Resolution No. 28 of 2024 – A Resolution Setting and Adopting the Updated 2024 Pay Plans and Pay Step Structure for Part-Time & Seasonal Non-Union Employees. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to approve Resolution No. 28 of 2024 – A Resolution Setting and Adopting the Updated 2024 Pay Plans and Pay Step Structure for Part-Time & Seasonal Non-Union Employees. Motion passed by unanimous vote.

City Attorney Dammann introduced the Approval of Plat Correction Pursuant to Minn. Stat. §505.174.

Mr. Dammann stated on April 19, 2022, Council approved the preliminary plats and final plats for the parcels described as the Reflection Prairie Addition (Parcel #62-008-2020) and Reflection Ridge Business Park Addition (Parcel #62-005-4020). The approved final plats were filed with the office of the Redwood County Recorder on July 7, 2022. Pursuant to Minn. Stat. § 505.174, when a land plat has been executed and filed in the office of the county recorder of the county where the land is situated, and the plat fails to correctly describe the land to be platted, the registered surveyor who prepared such plat or subdivision may execute a certificate stating the nature of the error, omission or defect and stating the correct information to correct such error. As part of the land registration process for the Reflection Prairie Addition, Staff was alerted to an error in the legal description of the Plat's Instrument of Dedication. Bolton & Menk Inc. has prepared a Land Surveyors Certificate to correct the error. Once approved, the certificate will be filed with the Redwood County Recorder's Office.

A motion was made by Council Member Buckley and seconded by Council Member Kerkhoff to approve the Reflection Prairie and Reflection Ridge Business Park Additions Plat Correction Pursuant to Minn. Stat. §505.174. Motion passed by unanimous vote.

City Administrator Muetzel introduced Ordinance No. 91, Fourth Series – An Ordinance Enacting and Adopting a Supplement to the Code of Ordinances for the City of Redwood Falls.

Mr. Muetzel stated as part of the City's Supplement Service Plan with American Legal Publishing Corporation for the Codification Services Agreement, the Thirteenth Supplement to the Code of Ordinances has been received. Ordinances No. 82-89, Fourth Series, and other amendments have now been incorporated into the code and are ready for adoption.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to waive the reading of Ordinance No. 91, Fourth Series – An Ordinance Enacting and Adopting a Supplement to the Code of Ordinances for the City of Redwood Falls. Motion passed by unanimous vote.

Police Chief Cotner was present and stated the NightFalls Event that took place on May 2nd, 3rd, and 4th from 8:00 – 11:00 p.m. went very well from a law enforcement standpoint. The new traffic route was smooth and relieved most of the traffic congestion from MN 19/Bridge Street. The Police Department didn't receive any formal complaints.

Public Works Project Coordinator Jim Doering provided an update on the inflow & infiltration inspection progress for Zones 1-9 as well as for sale properties. As of today, 556 properties have been inspected, 88 properties have failed inspection, 468 properties are in compliance, and 75 properties still need to complete the required inspection.

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 Smith and seconded by Council Member Buckley to adjourn the meeting at 5:35 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor



Trenton Dammann
City Attorney
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AGENDA MEMO

Meeting Date: May 21, 2024

Agenda Item: Ordinance No. 90, Fourth Series – An Ordinance Adopting the 2014 Unified Development Ordinance with Amendments as Provided in §14.02 of the Redwood Falls City Code.

Recommendation/Action Requested: The proposed ordinance was introduced at the April 16, 2024, City Council Meeting. At tonight's meeting, staff is requesting Council approve the ordinance by motion and roll call vote in accordance with Chapter 4 of the City Charter.

Summary/Overview: Staff is proposing changes to the Unified Development Ordinance (UDO). The current UDO was approved in 2014 and recently City Staff has identified a few areas that need to be updated. Included in the packet is Ordinance No. 90, Fourth Series, which details all the proposed changes to the UDO. The wording that is proposed to be removed is shown as strikethrough text and the remaining text is the added suggestions. Provided below is a summary of the significant changes being proposed.

The first proposed change in Section 7.18 - Residential Accessory Buildings, modifies Table 7.1 and allows for increased accessory structure square footage based on the size of the lot. The setback requirements and total lot coverage requirements will remain the same. With the addition of 1 acre and 1.5 acre lots in the Reflection Prairie subdivision, staff feels it is important to allow for larger accessory buildings where residents have the space available.

The second proposed change is in Section 7.20 - Private Swimming Pools. The only requested change is to remove the wording, "and have a have a capacity of 1,000 gallons or more." It is difficult for Staff to calculate the total number of gallons a pool can hold based on a site inspection. For better enforcement, Staff is requesting to remove that requirement and allow for enforcement of private pools when they are capable of holding water at a depth of more than 24". This change also harmonizes the UDO with pool regulations found in the current property maintenance code.

The final proposed change is to Section 7.24 Solar Energy Systems. Due to changes and advancements with solar energy systems since 2014, and the complexity of the section, Staff is proposing to remove all of Section 7.24 except subdivision (A) and replace it with new language for the entire section. Staff feel the new language and layout of the revised section better fits the current standards for solar energy systems. The most significant change is the removal of the Conditional Use Permit requirement for all rooftop solar systems over 120 sq. ft. All rooftop mounted systems would be allowed so long as they meet the required standards and approval process. All solar energy systems would still require a building permit and approval from the Building Official as well as approval from the Public Utilities Department. A conditional use permit would still be required for ground mounted solar energy systems.

On April 9, 2024, a public hearing was held by the Planning Commission to discuss Ordinance No. 90, Fourth Series. After the hearing, the Planning Commission recommended approval of Ordinance No. 90 with two amendments to Table 7.1, increasing the maximum height allowed from 16 feet to 20 feet for detached

accessory structures in R1 and R2 Zones on parcel sizes of 1 acre or greater. The remainder of the text within 7.18 was added to the Ordinance, with renumbering to correct a previous typo. Titles have been added to Sections 1 through 5 for easier use in summary publication, Findings were added in Section 2, and Section 8 was modified to ensure that Chapter 15 remains reserved.

State law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 90, Fourth Series is lengthy and authorizes a change to Table 7.1 located in Section 7.18 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 have prepared Resolution No. 27 of 2024 and Exhibit A, which contains the summary of Ordinance No. 90 for publication.

Attachment: Ordinance No. 90, Fourth Series

ORDINANCE NO. 90, FOURTH SERIES

**AN ORDINANCE ADOPTING THE 2014 UNIFIED DEVELOPMENT
ORDINANCE WITH AMENDMENTS AS PROVIDED IN §14.02 OF THE
REDWOOD FALLS CITY CODE**

THE CITY COUNCIL OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. PURPOSE. Pursuant to State Statute §462.357 which enables cities to enact land use plans through zoning ordinances, a certain document, one (1) copy of which is on file in the office of the City Administrator of the City of Redwood Falls, being marked and designated as the Unified Development Ordinance, 2014 Edition, was adopted, after public hearing, as the Unified Development Ordinance of the City of Redwood Falls, State of Minnesota by Ordinance No. 44, Fourth Series, on November 7, 2014 by the City Council of Redwood Falls. The Unified Development Ordinance of the City of Redwood Falls, State of Minnesota, was adopted for regulating and governing zoning ordinances for the purpose of promoting public health, safety and the general welfare; for the future layout and landscape of the City for years to come; for the development or preservation of open space; for the redevelopment and revival of existing properties; and to develop future plans for harmonious and healthy land use patterns that are consistent with the goals of the City's Comprehensive Plan.

That Ordinance No. 69, Fourth Series, adopted on April 6, 2021, purportedly repealed Ordinance No. 44, Fourth Series, however, no public hearing was held prior to the adoption of Ordinance No. 69, Fourth Series and the intent of the Council in adopting Ordinance No. 69, Fourth Series in conjunction with the adoption of Ordinance No. 70, Fourth Series (also adopted on April 6, 2021) was not to repeal or amend the Unified Development Ordinance of the City of Redwood Falls but rather to relocate the Unified Development Ordinance within the City Code of Ordinances from Chapters 11 and 12 to Chapters 14 and 15.

That the Unified Development Ordinance, 2014 Edition, shall continue and remain adopted as the Unified Development Ordinance of the City of Redwood Falls, State of Minnesota, replacing the entirety of Chapters 14 and 15 of the City Code of Ordinances.

That the Unified Development Ordinance, 2014 Edition shall remain on file in the office of the City Administrator of the City of Redwood Falls, is hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance with amendments as noted below.

SECTION 2. That after a public hearing and review of all the evidence pertaining to the request to amend the Unified Development Ordinance, 2014 Edition, as referenced in Section 7, the City Council of the City of Redwood Falls makes the following:

FINDINGS OF FACT

1. The amendments are consistent with the applicable policies of the City's Comprehensive and Land Use Plan.

2. The amendments do not purpose to change the zoning classification of a particular property.
3. The amendments are in the best interest of the public as they promote orderly development and are not solely for the benefit of a single property owner.

SECTION 3. CONFLICT AND REPEAL. That any and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Redwood Falls City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. APPLICATION. That nothing in this ordinance or in the Unified Development Ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That Chapter 14, Section 14.01 of the Redwood Falls City Code continue to read as follows:

"SEC. 14.01. UNIFIED DEVELOPMENT ORDINANCE. The Unified Development Ordinance, 2014 Edition, is hereby adopted by reference as though set forth verbatim herein. One copy of said Code shall be marked CITY OF REDWOOD FALLS-OFFICIAL COPY and kept on file in the office of the City Administrator and open to inspection and use by the public."

SECTION 7. That Chapter 14, §14.02 of the Redwood Falls City Code be amended to read as follows:

~~SEC. 14.02 [RESERVED]~~

"SEC. 14.02. AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE. *The Unified Development Ordinance, 2014 Edition, as adopted on November 7, 2014, and April 6, 2021, by reference as though set forth verbatim in §14.01, is hereby amended to read as follows:*

1. Section 7.18 Residential Accessory Buildings

(A) In general. In all residential districts, the design and construction of any garage, carport, or storage building shall be similar to or compatible with the design and construction of the principal building. All new single family residential construction, whether attached or detached units, shall require the construction of at least a single stall garage. In no case shall a single family use, where detached or attached, with a garage be permitted to eliminate the garage or to provide less than a one stall garage on the property, either through conversion, demolition or other means of destruction.

(B) Attached structures. An accessory structure shall be considered attached, and an integral part of, the principal structure when it is connected by an enclosed passageway. Such structures shall be subject to the following requirements:

- (1) The structure shall meet the required setbacks for a principal structure, as established for the zoning district in which it is located.*
- (2) In no case shall the total floor area of an attached garage, carport, or other accessory structure exceed the ground floor area of the principal building located on the same lot.*
- (3) The structure shall not exceed the height of the principal building to which it is attached.*

(C) Detached structures. Up to two detached accessory structures shall be permitted on a residential property in accordance with the requirements as follows:

- (1) Detached accessory structures shall be comprised of a shed and/or garage, you shall be allowed to have two sheds, but not permitted to have two detached accessory structures which are considered garages.*
- (2) Detached accessory structures shall be located to the side or rear of the principal building, and are not permitted within the front yard or within a corner side yard. When such structure is located in a side yard, the required setback shall be the same as that for the principal structure.*
- (3) Detached accessory structures located completely behind the rear plane of the home shall be allowed to reduce the side yard setback to five (5) feet, instead of the required side yard setback designated by the zoning district. These structures are still required to maintain the distance between structures as outlined in table 7.1.*
- (4) Exterior materials and finish must match or compliment the exterior finish of the principal structure in material, color, and texture. Structures with a corrugated metal exterior finish shall not be permitted, unless they match the color of the primary structure and are well maintained.*

- (5) *Garages, when accessed from and situated perpendicular to a public alley, shall maintain a setback of at least five (5) feet from said alley right-of-way and five (5) feet from rear side yard.*
- (7)(6) *Maximum lot coverage for detached structures is regulated under Section 11.13. For those properties that are exempted under Section 11.13 no more than thirty (30) percent of the rear yard area may be covered by accessory structures.*
- (8)(7) *Distance between structures shall be measured from wall to wall.*

Table 7.1 Requirements for detached accessory structure in residential districts

<i>Use</i>	<i>R-1 or R-2</i>	<i>Other Multi-Family residential use</i>	<i>Permitted non-residential use</i>
<i>Number of Structures Allowed</i>	<i>2</i>	<i>2</i>	<i>2</i>
<i>Maximum size—Detached Garage</i>	<i>864 sq. ft.</i>	<i>300 sq. ft./unit</i>	<i>1,000 sq. ft.</i>
<i>Maximum size—Shed</i>	<i>120 sq. ft.</i>	<i>250 sq. ft.</i>	<i>250 sq. ft.</i>
<i>Maximum height</i>	<i>16 feet</i>	<i>16 feet</i>	<i>20 feet</i>
<i>Required Setbacks</i>			
— <i>Side</i>	<i>8 feet*</i>	<i>15 feet</i>	<i>15 feet</i>
— <i>Rear</i>	<i>5 feet</i>	<i>15 feet</i>	<i>15 feet</i>
— <i>Between Structures</i>	<i>8 feet</i>	<i>10 feet</i>	<i>10 feet</i>

*See number 7.18(c)(3)

Table 7.1 Requirements for detached accessory structures in residential districts

<i>Use</i>	<i>R-1 or R-2</i>			<i>Other Multi-Family residential use</i>	<i>Permitted non-residential use</i>
	<i>Under 1 Acre</i>	<i>1 – 2 Acres</i>	<i>2+ Acres</i>		
<i>Land Area</i>					
<i>Number of Structures Allowed</i>	<i>2</i>	<i>2</i>	<i>2</i>	<i>2</i>	<i>2</i>
<i>Maximum Combined Sq. Footage</i>	<i>1000 sq. ft.</i>	<i>2000 sq. ft.</i>	<i>3000 sq. ft.</i>	<i>300 sq. ft./unit</i>	<i>1000 sq. ft.</i>
<i>Maximum size - Shed</i>	<i>120 sq. ft.</i>			<i>250 sq. ft.</i>	<i>250 sq. ft.</i>

Maximum height	16 feet	20 feet	20 feet	16 feet	20 feet
Required Setbacks					
Side	8 feet*	8 feet*	8 feet*	15 feet	15 feet
Rear	5 feet	5 feet	5 feet	15 feet	15 feet
Between Structures	8 feet	8 feet	8 feet	10 feet	10 feet

*See number 7.18(c)(3)

2. Section 7.20 Private Swimming Pools

All private swimming pools, both above the ground and in the ground, that are capable of holding water at a depth of more than 24" ~~and have a capacity of 1,000 gallons or more,~~ are subject to the following standards:

- (A) *The pool is not operated as a business or private club, except when allowed as a permitted home occupation.*
- (B) *The pool, including any related walks, paved areas, or other structures, shall not be located in a front yard, and must be set back at least five (5) feet from any property line.*
- (C) *The pool, or the rear yard, or the entire property, shall be enclosed by a wall or fence or combination thereof which is at least four (4) feet in height, with a self-closing gate capable of being secured with a lock so as to prevent uncontrolled access by children from the street or adjacent properties. Any exterior release mechanism shall not be located less than 45 inches from grade. A cover capable of being locked, but not easily penetrated, when the subject is not in use may be substituted for fencing.*
- (D) *If the only access to a pool is through a principal or accessory structure, all points of access shall be made lockable.*
- (E) *Required fencing shall be of durable wood, chain linked, masonry, or metal, and shall be so designed as to discourage climbing. Building walls may contribute to enclosure requirements.*
- (F) *In the case of aboveground pools, sides that are vertical or slanted outward may contribute to required fencing, provided all points of access are controlled to prevent access by children, including the removal of all ladders and/or stairs whenever the pool is not in use. A cover capable of being locked, but not easily penetrated, when the subject is not in use may be substituted for fencing.*
- (G) *Hot tubs or spas with approved locking safety covers meeting industry standards shall be exempt from the fencing requirements, provided the cover is locked at all times during periods of non-use.*

(H) Existing pools, as defined by this ordinance, shall comply with all provisions of this ordinance within one year of the effective date of this ordinance.

2. Section 7.24 Solar Energy Systems

(A) Purpose. This section is established for the purpose of providing for the appropriate location and development of solar energy systems which are often needed to serve the residents and businesses within the City, to reduce potential negative visual impacts of such facilities, to maximize the use of existing towers and structures, and to provide restrictions which do not conflict with any federal statute or FCC rule or regulation. Towers and antennae provided for use by a Municipality shall be exempt from the regulations identified in this section.

~~(B) General Provisions. Solar energy systems shall be permitted in all zoning districts. A property is permitted to have up to four (4) square feet of solar panels before the following standards are required to be met. All panels and/or systems with over four (4) square feet of solar panels are subject to the following requirements:~~

~~(1) A maximum of 120 square feet of solar panels are permitted on a property. A system over 120 square feet in size may be permitted by conditional use.~~

~~(2) All roof mounted systems shall meet the following requirements:~~

~~(a) The rooftop solar collector shall not project beyond the peak of the roof.~~

~~(b) A roof mounted system on a flat roof shall not extend more than nine (9) feet above the average height of that of the roof segment it is on. The height of the system shall be measured from the roof surface to the highest extent the system is capable of reaching. If attached on a pitched roof, it shall not be more than five (5) feet above the roof surface.~~

~~(c) Shall be mounted so that the edge of the system is at no less than one foot in from the edge of the roof, if mounted to the roof on the front of the building. In no case shall a system extend past the wall line of a structure.~~

~~(d) If mounted to the wall of a building, the solar energy systems may not extend into or over any applicable lot line setbacks;~~

~~(e) Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of the building on a side yard exposure.~~

~~(3) All ground mounted systems shall meet the following requirements:~~

~~(a) A ground system shall not extend over ten (10) feet in height in all residential zoning districts. An institutional use may apply for a conditional use permit to allow for a taller structure. The height of~~

~~the system shall be measured from the ground surface to the highest extent the system is capable of reaching.~~

~~(b) A ground system shall not extend over fifteen (15) feet in height in all other zoning districts. A taller system may be permitted by conditional use. The height of the system shall be measured from the ground surface to the highest extent the system is capable of reaching.~~

~~(c) All ground systems shall meet the setbacks required of an accessory structure. The setbacks shall be measured from the property line to the closest extent the system is capable of reaching.~~

~~(d) All ground systems within residential zoning districts shall be located in a side or rear yard. Church and school uses shall be exempt from this requirement provided the lot exceeds one (1) acre in size.~~

~~(e) A ground system shall not be located within a drainage and utility easement.~~

~~(f) Be located so as to minimize glare directed toward an adjoining property.~~

~~(g) The total surface area of all ground mounted and freestanding solar collectors on the lot shall not exceed 15% of the lot size or 1,000 square feet, whichever is less.~~

~~(h) Shall be considered in determining the maximum coverage of structures on the lot.~~

~~(4) The majority of all associated utilities shall be installed underground.~~

~~(5) A visible exterior disconnect shall be provided per the National Electrical Code.~~

~~(6) All solar energy systems shall be UL listed or certified by an equal agency recognized by the State of Minnesota and American National Standards Institute (ANSI) standards.~~

~~(7) Building and Electrical permits shall be required for all systems over four (4) square feet in size.~~

~~(8) A property owner who has installed or intends to install a solar energy system shall be responsible for negotiating with other property owners in the vicinity for any necessary solar easements and shall record the easement with the Redwood County Recorder. If no such easement is negotiated and recorded, the owner of the solar energy system shall have no right to prevent the construction of structures, planting of trees, or any other items that may affect the performance of the solar energy system permitted by this ordinance on nearby properties on grounds that the construction would cast shadows on the solar energy system.~~

~~(9) All solar energy systems, unless it is an integral part of the structure, that remain nonfunctional or inoperative for a continuous period of twelve (12) months shall be deemed abandoned and shall constitute a public nuisance. The owner shall remove the abandoned system at their expense after a demolition permit has been obtained. Removal includes the entire structure, including but not limited to the foundation, transmission equipment, structure, and any associated accessory structures. Any owner that has not removed the system within these twelve (12) months shall be notified by the Zoning Administrator in writing and given thirty (30) days to comply with the removal. Upon failure to comply with the notice within the specified time period, the Zoning Administrator is authorized to cause removal of such system, and assign any expenses incidental to the removal of the same to the property or the property owner.~~

~~(10) Active solar energy systems shall be designed to blend into the architecture of the building or be screened from routine view from public right-of-ways other than alleys. Collector surfaces shall minimize glare and reflected light. The color of the solar collector shall be consistent with or complement other roofing materials.~~

~~(11) The solar energy system must be anchored in such a manner as to withstand wind speeds as required of other rooftop mechanical equipment in the building code, and must be set back from adjoining properties far enough so as to present no threat to accidental contact with electrical components.~~

~~(C) General standards. Solar energy systems shall be subject to the following additional requirements:~~

~~(1) Location and color shall be in a manner to minimize off-site visibility to the greatest possible extent.~~

~~(2) Building permits shall be required for the installation of solar energy systems. All such structures shall be designed and installed in compliance with pertinent building codes and other regulations.~~

~~(3) No signs, other than public safety warning or equipment information, shall be affixed to any portion of the structure.~~

~~(4) No artificial illumination, except when required by law or by a governmental agency to protect the public's health and safety, shall be utilized.~~

~~(5) The placement of transmitting, receiving, and switching equipment shall be integrated within the site, being located within an existing structure whenever possible. Any new accessory equipment structure shall be attached to the principal building, if possible, and be constructed of materials and a color scheme compatible with the principal structure and/or surrounding area, or within an equipment encasement not exceeding ten (10) feet by ten (10) feet in area and five (5) feet in height.~~

~~(6) Accessory equipment or buildings shall be screened in accordance with the provisions required within Chapter 5, Site Plan Review.~~

~~(7) Towers, and any equipment attached thereto, shall be unclimbable by design for the first twelve (12) feet or be completely surrounded by a six (6) foot high security fence with a lockable gate.~~

~~(8) No grid-intertie photovoltaic system shall be installed until evidence has been given to the Planning and Zoning Department that the owner has submitted notification to the utility company of the customer's intent to install an interconnected customer owned generator. Off grid systems are exempt from this requirement.~~

(B) *Applicability.* The provisions of this Section shall apply to the construction and reconstruction of all solar energy systems within the City.

(C) *Residential Districts.*

(1) Ground mounted solar energy systems are permitted as accessory uses in all residential zoning districts subject to the following standards.

(a) Location: rear yard only

(b) Setbacks: (i) Must comply with applicable side and rear yard setbacks of the zoning district in which the system is located. (ii) Must be located a minimum of five (5) feet from any other principal or accessory structure. (iii) Must be located a minimum of 30' from all buildings located on adjacent lots or parcels of property.

(c) Height: (i) Shall not exceed fifteen (15) feet in height when oriented at maximum vertical tilt. (ii) The height of a ground mounted solar energy system shall be measured from the ground surface to the highest extent the system is capable of reaching.

(d) Coverage: (i) The total surface area of all ground mounted solar energy systems on the lot shall not exceed 120 square feet. (ii) A system over 120 square feet in size may be permitted by conditional use permit. (iii) Square footage of the solar energy system shall be considered in determining the maximum amount of allowable square footage for accessory buildings and structures permitted on the lot.

(2) Roof or building mounted and building or architecturally integrated solar energy systems are permitted on principal or accessory buildings in all residential zoning districts subject to the following standards:

(a) Location: on principal or accessory buildings. (i) If mounted to the wall of a building, the solar energy system may not extend beyond the exterior perimeter wall of the building. (ii) Shall be flush mounted on a pitched roof.

(b) Setback: all solar energy systems must have a three (3') foot clearance around all roof edges to facilitate emergency responder access.

(c) Height: no part of the solar energy system shall project beyond the peak of the roof to which it is attached.

(d) Coverage: there is no percentage or square footage limitation.

(e) Flat Roof: Solar collectors may be bracket mounted on flat roofs no more than three (3') feet above the surface of the flat roof, or extending to the height of the roof's parapet without regard to projection and must maintain a setback of not less than three (3') feet from all roof edges.

(D) *Business, Industrial, and Agricultural Residence Districts.*

(1) Ground mounted solar energy systems are permitted as accessory uses in all business, industrial and agricultural residence zoning districts subject to the following standards.

(a) Location: rear yard only

(b) Setbacks: (i) Must comply with applicable side and rear yard setbacks of the zoning district in which the system is located. (ii) Must be located a minimum of ten (10) feet from any other principal or accessory structure. (iii) Must be located a minimum of 30' from all buildings located on adjacent lots or parcels of property.

(c) Height: (i) Shall not exceed fifteen (15') feet in height when oriented at maximum vertical tilt. (ii) The height of a ground mounted solar energy system shall be measured from the ground surface to the highest extent the system is capable of reaching.

(d) Coverage: (i) The total surface area of all ground mounted solar energy systems on the lot shall not exceed 15% of the lot size or 1,000 square feet, whichever is less. (ii) Square footage of the solar energy system shall be considered in determining the maximum amount of allowable square footage for accessory buildings and structures permitted on the lot.

(2) Roof or building mounted and building or architecturally integrated solar energy systems are permitted on principal or accessory buildings in all business, industrial and special purpose zoning districts subject to the following standards:

(a) Location: (i) If mounted to the wall of a building, the solar energy system may not extend beyond the exterior perimeter of the building. (ii) Shall be flush mounted on pitched roofs.

(b) Height: no part of the solar energy system shall project beyond the peak of the roof to which it is attached.

(c) Setback: all solar energy systems must have a three (3) foot clearance around all roof edges to facilitate emergency responder access.

(d) Coverage: there is no percentage or square footage limitation.

(e) Flat roof: (i) Solar energy systems shall be set back as follows: at least one (1) foot from the exterior perimeter of the building on which the system is mounted, for every foot that the system extends above the height of the roof at its exterior perimeter. (ii) The maximum height of any component of the solar energy system shall be not greater than 10 feet.

(E) *Other applicable standards for all zoning districts.*

(1) Feeder lines. All power exterior electrical or other service lines must be buried below the surface of the ground.

(2) A visible exterior disconnect shall be provided per the National Electrical Code.

(3) The solar energy system must be anchored in such a manner as to withstand wind speeds and snow load as required of other rooftop mechanical equipment in the Minnesota Building Code.

(4) Exemption. Building integrated solar energy systems are exempt from the requirements of this Section and shall be regulated as any other building element.

(5) Compliance with building codes. All solar energy systems shall comply with the Minnesota Building Code.

(6) Compliance with electric code. All solar energy systems shall comply with the National Electrical Code.

(7) Compliance with plumbing code. All solar thermal systems shall comply with the Minnesota State Plumbing Code.

(8) No signs, other than public safety warning or equipment information, shall be affixed to any portion of the structure.

(9) Institutional uses may install solar energy systems in a side yard that does not have street frontage, provided the lot exceeds one (1) acre in size.

(10) The placement of transmitting, receiving, and switching equipment shall be integrated within the site, being located within an existing structure whenever possible. Any new accessory equipment structure shall be attached to the principal building, if possible, and be constructed of materials and a color scheme compatible with the principal structure and/or surrounding area, or within an equipment encasement not exceeding ten (10') feet by ten (10') feet in area and five (5') feet in height.

(11) Accessory equipment or buildings shall be screened in accordance with the provisions required within Chapter 5, Site Plan Review.

(12) Towers, and any equipment attached thereto, shall be unclimbable by design for the first twelve (12) feet or be completely surrounded by a six (6) foot high security fence with a lockable gate.

(13) The City prohibits ground mounted solar energy systems in flood plain districts.

(14) No solar energy system shall violate Minnesota Pollution Control Agency noise standards, air quality standards or otherwise result in a nuisance source of noise.

(15) All solar energy systems shall be operable and maintained in good repair.

(16) All solar energy systems and building integrated solar energy systems are subject to any and all applicable federal, state, and local laws and regulations.

(17) All solar energy systems shall be UL listed or certified by an equal agency recognized by the State of Minnesota and American National Standards Institute (ANSI) standards.

(18) Any solar energy system exceeding 40kW shall require a Conditional Use Permit.

(19) Any community solar or solar farm project must be located in an R-R or industrial district and shall require a Conditional Use Permit.

(20) All solar energy systems shall comply with the height requirements in the applicable zoning district in which the system is placed.

(F) *Approvals.*

(1) Permits: The erection, alteration, improvement, reconstruction, and movement of a solar energy system requires building and electrical permits and supplemental application from the City prior to installation of the system.

(2) Utility notification: The owner of a solar energy system that will physically connect to a house or other building's electrical system and/or electric utility grid shall provide the City of Redwood Falls with proof of an interconnection agreement with the City of Redwood Falls Public Utilities prior to the issuance of a building permit.

(G) *Aesthetics.*

(1) All solar energy systems shall use colors that blend with the color of the roof or other structure or be screened from routine view from public rights-of-way other than alleys as much as possible.

(2) Reflection angles from collector surfaces shall be oriented so as not to interfere with the use and enjoyment of other properties. Where

necessary, screening may be required to address glare to the extent possible without impeding their function.

(3) Screening from routine view from the public right-of-way and immediate adjacent residences shall be required in an attempt to minimize the visual impact of ground mounted solar energy systems and any extensive or imposing perimeter security fencing that is proposed.

(4) The City may require additional landscaping or other means of screening to limit the visual impacts of the solar energy system.

(H) *Easements.*

(1) A property owner who has installed or intends to install a solar energy system shall be responsible for negotiating with other property owners in the vicinity for any solar easements and shall record the easements with the Redwood County Recorder's Office (per MN SS 500.30, as it may be amended from time to time). If no such easement is negotiated and recorded, the owner of the solar energy system shall have no right to prevent the construction of structures, planting of trees, or any other items that may affect the performance of the solar system permitted by this Ordinance on nearby properties on grounds that the construction would cast shadows on the solar energy system. The City does not assure access to sunlight.

(2) Solar energy systems shall not be located within any easement areas.

(I) *Abandonment.* All solar energy systems, unless it is an integral part of the structure, that remain nonfunctional or inoperative for a continuous period of twelve (12) months shall be deemed abandoned and shall constitute a public nuisance. The owner shall remove the abandoned system at their expense after a demolition permit has been obtained. Removal includes the entire structure, including but not limited to the foundation, transmission equipment, structure, and any associated accessory structures. Any owner that has not removed the system within twelve (12) months shall be notified by the City in writing and given thirty (30) days to comply with the removal. Upon failure to comply with the notice within the specified time period, the City is authorized to cause the removal of such system as a public nuisance and assign and specially assess any expenses incurred from the removal of the same to the property or the property owner.

(J) *Historic Structures.*

(1) All roof, wall, and ground mounted solar energy systems shall not be permitted on any property where a "Historic Structure," as defined in 44 C.F.R. § 59.1., is located.

SECTION 8. That Chapter 15 of the Redwood Falls City Code be amended to read as follows:

“CHAPTER 15: [RESERVED]”

SECTION 9. EFFECTIVE DATE. That this Ordinance becomes effective from and after its passage and publication of its adoption and reference that a printed copy of the Unified Development Ordinance is available for inspection by any person during regular office hours at the office of the City Administrator.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 21st day of May, 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
21st day of May 2024.

Notary Public

Introduction: 04/16/2024
Posting: 04/19/2024
Adopted:
Approval Published:



Caitlin Kodet
Deputy City Clerk
Phone: 507-616-7400
Fax: 507-637-2417

ckodet@ci.redwood-falls.mn.us

AGENDA RECOMMENDATION

Meeting Date: May 21, 2024

Agenda Item: Proposed Ordinance No. 91 - Enacting and Adopting a Supplement to the Code of Ordinances

Recommendation/Action Requested: The proposed ordinance was introduced at the May 7, 2024, City Council Meeting. At tonight's meeting, the Council is to discuss the proposed ordinance. If there are no concerns, staff requests that the Council approve the ordinance by motion and roll call vote in accordance with Chapter 4 of the City Charter.

Summary/Overview: As part of our Supplement Service Plan with American Legal Publishing Corporation for our Codification Services Agreement, we received our Thirteenth Supplement to the Code of Ordinances. Ordinances No. 82-88, Fourth Series, and other amendments have now been incorporated into the code and are ready for your adoption. Attached is Ordinance No. 91, Fourth Series, enacting and adopting this supplement to the code of ordinances.

Attachments: Proposed Ordinance No. 91, Fourth Series

ORDINANCE NO. 91, FOURTH SERIES

**AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE
CODE OF ORDINANCES FOR THE CITY OF REDWOOD FALLS**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, completed the Thirteenth Supplement to the Code of Ordinances of the City of Redwood Falls, which supplement contains all Ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the City of Redwood Falls;

**NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF
THE CITY OF REDWOOD FALLS:**

SECTION 1. That the Thirteenth Supplement to the Code of Ordinances of the City of Redwood Falls, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, which includes Ordinances:

82 AN ORDINANCE VACATING AN ALLEY LOCATED IN BLOCK 9 OF WATSON'S 2ND ADDITION AND BLOCK 1 OF WATSON'S 4TH ADDITION IN THE CITY OF REDWOOD FALLS

83 AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF REDWOOD FALLS

84 AN ORDINANCE AMENDING REDWOOD FALLS CODE OF ORDINANCES §10.46 PERTAINING TO ANIMAL LICENSING AND REGULATION

85 AN ORDINANCE AMENDING REDWOOD FALLS CODE OF ORDINANCES §6.28 RELATING TO DOG KENNELS

86 AN ORDINANCE AMENDING REDWOOD FALLS CODE OF ORDINANCES §10.20 – PROHIBITING THE USE OF CANNABIS IN PUBLIC PLACES

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

88 AN ORDINANCE AMENDING ZONING ORDINANCE

and all other amendments, be and the same is hereby adopted by reference as if set out in its entirety;
and

SECTION 2. Such supplement shall be deemed published as of the day of its adoption and approval by the Legislative Authority, and the Clerk of the City of Redwood Falls is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 21st day of May 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
21st day of May 2024.

Notary Public

Introduction: 05/07/24
Posting: 05/10/24
Adopted:
Approval Published:



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

tdammann@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: May 21, 2024

Agenda Item: Resolution No. 27 of 2024 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 90, Fourth Series, An Ordinance Adopting the 2014 Unified Development Ordinance with Amendments as Provided in §14.02 of the Redwood Falls City Code.

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

Summary/Overview: State law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 90, Fourth Series is lengthy and authorizes a change to Table 7.1 located in Section 7.18 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 have prepared Resolution No. 27 of 2024 and Exhibit A, which contains the summary of Ordinance No. 90 for publication. Both documents are attached

Attachment: Resolution No. 27 of 2024
Exhibit A – Summary Publication

RESOLUTION NO. 27 OF 2024

A RESOLUTION OF THE CITY OF REDWOOD FALLS PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 90, FOURTH SERIES, AN ORDINANCE ADOPTING THE 2014 UNIFIED DEVELOPMENT ORDINANCE WITH AMENDMENTS AS PROVIDED IN §14.02 OF THE REDWOOD FALLS CITY CODE

WHEREAS, on May 21, 2024, at the regular Redwood Falls City Council meeting, by majority vote, the City Council adopted Ordinance No. 90, Fourth Series, An Ordinance Adopting the 2014 Unified Development Ordinance with Amendments as Provided in §14.02 of the Redwood Falls City Code; and

WHEREAS, State law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, the Ordinance is lengthy and contains a table; and

WHEREAS, 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; and

WHEREAS, The City Council believes that the Summary Publication, as identified in Exhibit A attached hereto, would clearly inform the public of the intent and effect of the Ordinance; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA, that the City Administrator shall cause Ordinance No. 90, Fourth Series to be published in summary in the official newspaper in lieu of the entire ordinance.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 21st day of May 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2024.

Notary Public

EXHIBIT A

PUBLIC NOTICE

The following is a summary of Ordinance No. 90, Fourth Series, Titled “An Ordinance Adopting the 2014 Unified Development Ordinance with Amendments as Provided in §14.02 of the Redwood Falls City Code,” for the City of Redwood Falls.

Pursuant to Minnesota Statutes, Section 462.357, subd. 3 and Section 3.17 of the Redwood Falls Unified Development Ordinance, a public hearing was held by the Redwood Falls Planning Commission on April 9, 2024. Recommendations from the Planning Commission for approval of the amendments with two proposed modifications were presented to City Council in the form of Ordinance No. 90, Fourth Series on April 16, 2024.

A complete copy of the full ordinance is available at Redwood Falls City Hall during regular business hours or on the City website at <https://ci.redwood-falls.mn.us/city-government/city-code-of-ordinances>.

This ordinance was enacted after the required public hearing, with notice published on March 28, 2024, and held on April 9, 2024.

THE CITY OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. Purpose

SECTION 2. Findings

SECTION 3. Conflict and Repeal

SECTION 4. Severability

SECTION 5. Application

SECTION 6. Restatement of Chapter 14, Section 14.01 of the Redwood Falls City Code, Adopting the 2014 Unified Development Ordinance;

SECTION 7. Amendment of Chapter 14, Section 14.02 of the Redwood Falls City Code; Amendments to Section 7.18 – Residential Accessory Buildings; 7.20 – Private Swimming Pools; and 7.24 – Solar Energy Systems;

SECTION 8. Amendment of Chapter 15, Section 15.01 of the Redwood Falls City Code;

SECTION 9. Effective Date

Passed and Adopted by the Redwood Falls City Council May 21, 2024

Keith Muetzel
City Administrator

Meeting Date: May 21, 2024

AGENDA RECOMMENDATION

Agenda Item: 2024 Solid Waste Collection RFP

Recommendation/Action Requested: Staff is recommending the approval of the "Residential Solid Waste Collection" RFP which will be publicly advertised with direct notification to Olson Sanitation, Waste Management, West Central Sanitation, Southwest Sanitation and Sweetman Sanitation.

Summary/Overview: The City of Redwood Falls Solid Waste Franchise Agreement with West Central Sanitation ends on September 22, 2024. By approving this RFP, it will allow the city to receive timely and competitive bids. The RFP would be due on June 25, 2024, at 11:00 a.m. for the Public Works Committee and Staff to summarize the quotes and present the recommendation to award by July 16, 2024. This will allow time for the awarded hauler to coordinate with the current franchise holder to ensure a smooth transition. This will also allow for a RFP required public informational meeting to be held prior to the transition in order to introduce the awarded hauler and review Chapter 3, Section 3.20 of the Redwood Falls City Code with the residents of Redwood Falls.

Attachments: Request for Proposals-Ad

City of Redwood Falls Residential Solid Waste Collection RFP

Proposal submission form

**REQUEST FOR PROPOSALS
FOR RESIDENTIAL SOLID WASTE COLLECTION
FOR THE CITY OF REDWOOD FALLS, MN**

Proposals will be received at the City Council Chambers, Municipal Offices located at 333 S. Washington Street, Redwood Falls, Minnesota 56283 until 11:00 a.m., June 25, 2024, for the opportunity to be awarded a five-year franchise agreement for residential solid waste collection. All proposals will be reviewed by the Public Works Committee and City Staff. A recommendation will be presented to the Redwood Falls City Council by July 16, 2024, for review and approval. All proposals must remain valid for 90 days to facilitate award notification along with development and approval of the Franchise Agreement.

All proposals must be individually sealed in an envelope and marked on the lower left-hand corner as follows: "Residential Solid Waste Proposal". All proposals sent by mail should use the address provided below. Any proposals received after 11:00 a.m. on June 25, 2024, will be returned unopened.

Specifications, if not herein included, are on the City's website <http://www.ci.redwood-falls.mn.us> or on file and may be examined at the Municipal Office Building at the following address:

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

The City reserves the right to reject any and all proposals and to waive informalities and irregularities.

Keith Muetzel
City Administrator

NOTICE OF REQUEST FOR PROPOSALS

By the City of Redwood Falls

For Residential Solid Waste Collection

The City of Redwood Falls is requesting proposals from experienced residential solid waste Haulers for weekly curbside pickup of approximately 2,024 residences utilizing arm-pickup and rolling containers with lids, ranging in 3 approximate sizes of 35, 64, and 96 gallons.

Proposal Requirements

Applicants. Applicants must hold a current Redwood County Refuse Hauler License. The Hauler shall procure, at its own expense, all licenses, permits or other rights, required for the provision of services contemplated by the agreement. The Hauler shall inform the City of any changes in the above within five (5) days of occurrence.

General Conditions. For questions and clarifications, contact Jim Doering, Public Works Project Coordinator at 507-616-7400 or jdoering@ci.redwood-falls.mn.us. In order to ensure a fair review and selection process, solid waste haulers submitting proposals are specifically requested not to make other contacts with the city staff or Councilmember's regarding their proposals.

The City intends to award the residential solid waste collection Haulers franchise to the Hauler that the City believes to be the best for the City of Redwood Falls in accordance with the City of Redwood Falls Charter and City Code Chapter 3, Section 3.20. Rates alone will not be the sole determining factor. The solid waste collection Hauler selected by the City shall be required to comply with the requests of the contract. The requested Performance Bond and Certificate of Insurance shall be provided when the Franchise Agreement is executed.

Proposal Form. All proposals shall be made on forms provided by the City Administrator. Proposals submitted on forms other than those issued to the applicant will be rejected.

Rejection of Proposals. Proposal may be rejected if they show any alterations of form, additions not called for, conditional proposal not requested, erasures, or irregularities of any kind.

Qualifications of Applicant. No contract will be issued to any applicant who cannot give satisfactory assurance as to its ability to carry out the terms of the contract based on its financial conditions and previous experience.

Coordination with Current Hauler. The applicant submitting the successful proposal shall coordinate its activities with those of the present Hauler and the City to assure a smooth transition of operations.

Insurance. No contract shall be issued until the applicant files with the City Administrator, a current policy of public liability insurance, covering all vehicles used by the applicant in the sanitation business. The minimum limits of coverage of such insurance shall be:

A. Commercial General Liability Insurance Policy: Contractor shall maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall be written on an “occurrence” basis and not a “claims-made basis. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

B. Automobile Liability Insurance: Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.

C. Professional Liability Insurance (when required): Minimum amount of \$1,500,000 combined single limit (CSL) for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under this Agreement. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement. In the event Combined Single Limits Coverage is not secured by the Contractor, the following minimum limits apply:

\$2,000,000 Aggregate
\$1,000,000 per Wrongful Act or Occurrence

D. Excess Umbrella Liability Policy: The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The City must be endorsed as an additional insured on any umbrella/excess policy.

E. Worker’s Compensation Insurance: The Contractor shall provide Workers’ Compensation insurance for all its employees in accordance with the statutory requirements of the State of

Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

F. Upon submission of a proposal, and as a condition precedent, the Contractor will furnish the City with an original Certificate of Insurance listing the City as "Additional Insured" in all coverage areas except Worker's Compensation. The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement. **There will be no exceptions to the insurance requirements.**

Any insurance policy required under this section shall remain in full force and effect at all times that the collector is contracted by the City. The Hauler shall file a current certificate of insurance with the City during the full term of the contract. Such policies shall contain a provision requiring the City be notified at least thirty (30) days prior to the expiration or cancellation of any insurance policy. The Hauler shall file a copy of such policies with the City Administrator. Failure to carry the required insurance shall be grounds for cancellation of the contract with the City. The Hauler agrees to indemnify and hold harmless the City of Redwood Falls by naming the City of Redwood Falls as an additional insured on all policies. The Hauler agrees to take all precautions to protect the public against injury and to save the City harmless from all damages and claims of damages that may arise by reasons of any negligence of the Hauler or the Hauler's agents or employees while engaged in the performance of a Contract. The Hauler will indemnify the City against all claims, liens, expenses, and claims for liens for work, tools, machinery, materials or insurance premiums, equipment or supplies and against all loss by reason of the failure of the Hauler in any respect to fully perform all obligations of a Contract.

Performance Bond. The awarded Hauler shall execute and deliver to the City a performance bond in the sum of \$50,000.00 conditioned upon the faithful performance of the license terms with a surety licensed to do business in the State of Minnesota. In the event the Hauler fails to comply with the terms and conditions of the contract, the City may take all actions necessary to secure replacement solid waste collection for the remainder of any agreed upon contract term.

Equipment of Hauler. The City prefers the use of Electronic Route Management by the Haulers to maximize efficiency and minimize disputes.

The City of Redwood Falls would also like to know the type and size of all vehicles that are proposed to be used for curbside collection. Every solid waste collection vehicle and containers shall be lettered on the outside so as to identify the Hauler along with contact information. Every vehicle used for hauling garbage shall be leak-proof, durable and of easily cleanable construction. Every vehicle shall be maintained in good repair, kept clean and as free from offensive odors as possible and not be allowed to stand in any street longer than reasonably necessary to collect garbage or refuse.

Safety. The Hauler shall execute OSHA and industry safety standards in order to promote a safe working environment for its employees and the residents of the City of Redwood Falls.

Evaluation Criteria

The City intends to award the residential solid waste collection Haulers franchise to the Hauler that the City believes to be the best for the City of Redwood Falls in accordance with the City of Redwood Falls Charter and City Code Chapter 3, Section 3.20. Rates alone will not be the sole determining factor.

Terms of Contract

1. The initial term of the franchise agreement shall be for a period of 5 years commencing Monday, September 23rd, 2024, and ending Friday, September 21, 2029. The Redwood Falls City Council will deliberate starting in June of 2029 the next RFP and franchise cycle. The awarded franchise agreement may be extended up to 5 years for one additional 5-year term. The franchise holder must request the extension 90 days prior to the termination of the current franchise agreement to allow time for proper review and consideration by the Redwood Falls City Council.
2. The Hauler may not assign or transfer this Agreement to another Hauler without prior written consent of the City.
3. The awarded Hauler will receive exclusive franchise rights for residential garbage pick-up.
4. The Hauler does not receive exclusive franchise rights for commercial, construction, remodeling, and or project dumpsters.
5. Customer billing services will be provided by the City of Redwood Falls on a monthly basis with an additional monthly customer billing administration fee to be set by

the Redwood Falls City Council and collected/retained by the City of Redwood Falls. Haulers **should not** include a City customer billing administration fee in their proposal.

6. All residential accounts and subsequent billing information are protected under the MN Data Practices Act, Minnesota Statutes Chapter 13 (the "Act").
7. The City of Redwood Falls will provide customer billing and account management; monthly reimbursement to the Hauler will be for what was collected and not billed.
8. The Hauler will provide and maintain curb side pickup according to the base bid and franchise agreement.
9. The Hauler will provide all customers with containers of the same model and brand in earth tone colors according to the sizes submitted on the awarded base bid and implemented within 60 days of award notification. Containers shall be distributed and maintained at no cost to the residential account.
10. The Hauler will cooperate with the City of Redwood Falls to facilitate a public informational meeting in the transition period prior to assuming the franchise and every other year during the term of the franchise award.
11. The City reserves the right to improve any street or alley which may prevent the Hauler from traveling its customary routes for collection. The Hauler shall contact the Administrator prior to each construction season to determine areas of conflict and possible alternate routes or solutions.

Solid Waste Collection for Residential Units

1. The Hauler shall transport all solid waste collection within the City of Redwood Falls to the Redwood County Designated Landfill Site. The disposal of all solid waste collected by the Hauler must comply with all Municipal, County, State of Minnesota, and Federal Laws and Regulations now in effect and as they may be amended during the term of this license.
2. The Hauler shall maintain landfill receipts from equipment, which carries exclusively City of Redwood Falls residential mixed municipal solid waste. Such receipts shall be

reported to the Redwood County Planning and Zoning Office and made available for inspection by the City Administrator or an authorized representative.

3. All curbside residential collection shall be conducted once a week. Any changes in the schedule shall be submitted in writing to the City Administrator. The Hauler shall bear all costs involved in notifying customers of approved schedule changes. The City of Redwood Falls preference is to maintain the current zoned pickup schedule.
4. No refuse collection shall take place by the Hauler between the hours of 6:00 p.m. and 7:00 a.m.
5. Hauler shall notify the City Administrator at least fifteen (15) days prior to any proposed change in schedule of pickup.
6. In the event that the Hauler shall fail to make a solid waste pickup at any particular residence, as required, the Hauler should do so within 24 hours after notification by the resident.
7. Collections will not be required on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day or agreed upon federally observed holidays. If the schedule on file in the City Administrator's office requires a collection on the above days, the Hauler shall make the collection or pickup on the day following said holiday. Prior to January 1st of each year, the hauler shall provide an annual holiday collection schedule for use by City Staff.
8. Should the Hauler fail to collect solid waste due to bad weather or unforeseen circumstances, collection shall take place on the first day of suitable weather thereafter.
9. The accepted rates of the contract will remain in effect for a period of one year and can be negotiated annually requiring approval from the Redwood Falls City Council at least sixty days prior to the fee change.
10. The Hauler shall provide and pay for all public service information (i.e. radio, newspaper, flyers, and telephone book advertisement) regarding collection dates, retail locations, special collection dates and a listed phone number for people to call Hauler for services.

11. The Hauler shall track complete information about the weights and destination of refuse hauled and annually submitted to the Redwood County Planning and Zoning Office by January 15th of the following year in report form and within 5 working days if the City so requests. This service shall be provided at no charge to the City or County.
12. The Hauler shall provide service as necessary for the collection and disposal of solid waste from all City owned facilities, properties, parks and street containers, at no extra cost to the City of Redwood Falls. This includes but is not limited to, all dumpsters that are located at City Hall, Fire Department, Library, Redwood Area Community Center, Liquor Lodge, Ramsey Park, Aquatic Center, Memorial Baseball Field, Electric Utilities, Water Treatment Plant, Airport and City Shop.
13. The Hauler shall provide extra dumpsters and solid waste collection for the City annual community festivals and City owned construction projects. For City owned construction projects, the Hauler shall collect a maximum of 150 cubic yards of solid waste per year without charge to the City.
14. The Hauler shall provide Valet service at an additional charge to City of Redwood Falls Residents. The driver is expected to retrieve the container from the front of the house to where it can be emptied and replaced in its original location.
15. The Hauler shall provide, at a minimum, a 35-gallon container to all residents.

Performance Standards and Operations

- The Hauler shall immediately clean up any solid waste or recyclables dumped or spilled in collection or transporting.
- Haulers employees shall handle all containers with reasonable care to avoid damage, replace containers in an upright position on the boulevard and dispose of any contents which may have been spilled.
- Haulers shall only pick up solid waste curbside with the flow of traffic on municipal streets only. Alley pickup is not permitted.
- Whenever a customer notifies the Hauler of a location which has not received scheduled service, the Hauler is

required to service such location no later than the following working day from the time of the complaint. All complaints shall be answered promptly and courteously. A record of all complaints and actions taken shall be kept by the Hauler and provided to the City upon demand.

Laws, Rules and Regulations

The Hauler will comply with all laws, rules, regulations and the ordinances of the City of Redwood Falls, County of Redwood, State of Minnesota and the United States of America relating to the collection and transportation of and dumping of solid waste materials.

Independent Hauler

It is expressly understood and agreed that the Hauler is an independent Hauler.

All Proposals must be returned to the City of Redwood Falls, Municipal Office Building, 333 S. Washington, PO Box 526, Redwood Falls, MN 56283-0526, no later than June 25, 2024 by 11:00 a.m. Any proposals received after that time will not be considered and will be returned unopened. The bid will be awarded by July 16, 2024. All proposals must remain valid for 90 days to facilitate award notification along with development and approval of the Franchise Agreement.

City of Redwood Falls Minnesota

Hauler _____

Solid Waste Collection Proposal

Bid:

Weekly curb side pickup of approximately 2,024 residences utilizing arm-pickup and rolling containers ranging in 3 approximate sizes of 35, 64, and 96 gallons.

Monthly rate per residential unit for one pick up per week including all applicable tax and surcharges.

1-35 gallon container per month _____

1-64 gallon container per month _____

1-96 gallon container per month _____

Additive Valet Service Fee per month _____

Overflow tags: (spring cleaning-etc.) _____

- Max 35 lbs.
- Max 30 gal
- Max Can 32 gal
- Each bag, can, or carton must be tagged, that is outside the primary container.

Is there a Fuel /Enviro. Surcharge Figured Into Costs Above? YES NO

(If Yes, How Is The Fuel Surcharge Calculated?)_____

Accessory Items --

1 ½ yard dumpster tipping charge _____

3 yard dumpster tipping charge _____

6 yard dumpster tipping charge _____

10 yard dumpster tipping charge _____

Fleet size and Equipment Description –

Size and # of Service Vehicle(s)

All Proposals must be returned to the City of Redwood Falls, Municipal Office Building, 333 S. Washington, PO Box 526, Redwood Falls, MN 56283-0526, no later than June 25, 2024, by 11:00 a.m. Any proposals received after that time will not be considered and will be returned unopened. The bid will be awarded by July 16, 2024. All proposals must remain valid for 90 days to facilitate award notification along with the development and approval of the Franchise Agreement.

We propose to furnish residential solid waste collection in accordance with above rates in accordance with the terms and conditions of the awarded franchise agreement.

Company Name _____ *Date* _____

Authorized Signature _____ *Position* _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Meeting Date: May 21, 2024**AGENDA RECOMMENDATION****Agenda Item:** Union Drive Right-of-Way Purchase – Resolution #29**Recommendation/Action Requested:** Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If no concerns, adopt proposed Resolution by motion in accordance with Chapter 4 of the City Charter.**Summary/Overview:** The Runnings retail store was developed in 2014. To facilitate the Runnings project, the City of Redwood Falls partnered with MnDOT and Redwood County to develop a 4-way traffic light at the MN Highway 19/71 and County Road 101 intersection. One of the City's roles was to acquire the public right-of-way needed to develop a 4-way traffic light at this location. This was accomplished by acquiring a portion of the former Eastwood Estates Mobile Home Park property to allow for the construction of Union Drive which is the access road serving Runnings and the former mobile home park.

In 2021, Redwood Falls Industries, in partnership with West Lake Properties, acquired the Eastwood Estates Mobile Home Park. In July of 2023, the mobile home park closed and the ownership group has subdivided the property. As a result of the property split, Redwood Falls Industries owns the west 3.55 acres of the parcel which aligns with the north and south segments of Union Drive.

Redwood Falls Industries is proposing to sell their portion of the property to the City which will allow for the future construction of Union Drive as a through street. The development of Union Drive as a through street accomplishes one of the City of Redwood Falls' long term transportation goals and creates development opportunities for the remaining portion of the former mobile home site.

A purchase agreement is attached for the 3.55 acre parcel and the proposed purchase price is \$177,500.00. The proposed purchase price equates to \$50,000 per acre which is equal to price points for a recent land sale in the Ponderosa Business Park and the asking price for land in the Reflection Ridge Business Park.

Attachments: Resolution #29
Purchase Agreement
Survey

RESOLUTION NO. 29 OF 2024
A RESOLUTION APPROVING THE PURCHASE
OF CERTAIN REAL PROPERTY LOCATED IN
REDWOOD FALLS, MN

WHEREAS, the City of Redwood Falls (“City”) is authorized to enter into a purchase agreement to purchase certain real property as described in Exhibit A, located in Redwood Falls, Minnesota (the “Property”) pursuant to Minnesota Statute §412.211 for the benefit of its citizens; and

WHEREAS, Redwood Falls Industries, Inc. (“Seller”) contacted City staff to inquire if the City would be interested in purchasing the Property; and

WHEREAS, a draft Purchase Agreement has been prepared and is attached hereto as Exhibit 1; and

WHEREAS, under the Purchase Agreement, the total purchase price to be paid by the City for the Property, shall be One Hundred Seventy-Seven Thousand Five Hundred and NO/100ths dollars (\$177,500.00), along with other valuable consideration, and transfer of ownership of the Property is to occur on or before a closing date of June 30, 2024; and

WHEREAS, the City is acquiring the Property in accordance with its Municipal State Aid transportation plan with the goal of completing Union Drive as a Municipal State Aid Street; and

WHEREAS, the proposed acquisition of the Property has no relationship to the current comprehensive municipal plan; and

WHEREAS, City Council believes it is in the best interest of the City and its people to enter into the purchase agreement.

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

1. The Purchase Agreement described above is approved and executed in the form submitted to the City Council and made a part of this Resolution by reference and shall be maintained and insured as allowed by law.
2. The City Council names Keith Muetzel, City Administrator, and Tom Quackenbush, Mayor as its authorized agents for the purposes of executing the Purchase Agreement and any related documents necessary for closing, and negotiating in good faith, as necessary to finalize the purchase of the Property.
3. The requirements of Minn. Stat. §462.356, subd. 2. are hereby dispensed with regarding the acquisition of the above-described property.

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 Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota
this 21st day of May 2024.

ACTION ON THIS RESOLUTION:

Motion for Adoption:

Seconded by:

Voted in favor of:

Voted Against:

Abstained:

Absent:

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
21st day of May 2024.

Notary Public

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made this _____ day of May 2024 (the “Effective Date”), by and between Redwood Falls Industries, Inc., a corporation under the laws of Minnesota, and its permitted assigns, hereinafter referred to as (“Seller”), and the City of Redwood Falls, a Minnesota home rule charter city, hereinafter referred to as (“Buyer”).

WITNESSETH:

WHEREAS, Buyer desires to purchase and Seller desires to sell certain real property located in the City of Redwood Falls, Redwood County, Minnesota legally described on Exhibit “A” attached hereto, together with all appurtenances thereto and all improvements situated thereon (collectively, the “Subject Property”);

WHEREAS, the parties desire to set forth their agreement concerning the terms and conditions of such sale and purchase.

NOW, THEREFORE, in consideration of the premises, the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

1. Sale and Purchase. Subject to the terms and conditions herein set forth, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Subject Property, together with the right, title and interest of Seller and any easements appurtenant thereto. On the Date of Closing (as hereinafter defined), title to the Subject Property sold to Buyer hereunder shall be marketable and shall be conveyed to Buyer as provided herein.
2. Purchase Price. Subject to the performance by Seller of all of its obligations hereunder and the satisfaction or waiver by Buyer set forth in Paragraph 7 hereof, Buyer shall pay Seller an amount (the “Purchase Price”) equal to One Hundred and Seventy-Seven Thousand Five Hundred and NO/100ths dollars (\$177,500.00) which Buyer shall pay on the Date of Closing.
3. Closing Date. The closing (the “Closing”) of this purchase and sale shall take place at Redwood Falls City Hall at 333 South Washington Street, Redwood Falls, Minnesota (or at some other location mutually acceptable to Buyer and Seller) on or before June 30, 2024, referred to herein as the “Date of Closing.” Possession of the Subject Property shall be delivered to Buyer on the Date of Closing.
4. Deliveries by Seller at Closing. If Buyer shall have performed all of its obligations hereunder to the Date of Closing, the Seller shall, on the Date of Closing, execute, where necessary, and deliver to Buyer the following:

(a) A general warranty deed (the “Deed”) in recordable form conveying marketable fee title to all of the Subject Property to Buyer, subject only to:

- A. Building, zoning and subdivision statutes, laws, ordinances and regulations;

- B. Reservations of minerals or of mineral rights in favor of the State of Minnesota, if any;
- C. The lien of real estate taxes not yet due and payable;
- D. Restrictions and easements of record;
- E. Any defects in the marketability of Seller's actual or record title to the Subject Property which exist as of the Closing Date and which Buyer does not object to, or which Buyer does object to but subsequently waives such objection, pursuant to the provisions of Paragraphs 7 and 15.

(b) An affidavit indicating that on the Date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the Seller, that there has been no skill, labor or material furnished to the Subject Property for which payment has not been made, and that there are no other unrecorded interests in the Subject Property of any kind, including but not limited to any leasehold interests in the Subject Property.

(c) An affidavit confirming that Seller is not a "foreign person" within the meaning of applicable provisions of the Internal Revenue Code concerning Buyer's obligation to withhold portions of the proceeds of a sale of real estate by such foreign person.

(d) A Well Certificate in the form required by Minn. Stat. § 103I.235, or a designation on the deed that otherwise satisfies said statutory requirements.

5. Deliveries by Buyer at Closing. If Seller shall have performed all of its obligations hereunder to the Date of Closing, the Buyer shall, on the Date of Closing, deliver the Purchase Price in accordance with the provisions of Paragraph 2 hereof. Buyer shall also deliver such affidavits, certificates and other documents as may be reasonably required by Closing Agent.

6. Closing Costs. At Closing, Seller shall pay the deed tax due with respect to the Deed and Buyer shall pay the fees to record the Deed, each party shall be responsible for the payment of any attorneys' fees that it may incur in this transaction, and any closer's fee incurred shall be shared equally by Buyer and Seller. Buyer shall pay the cost of any title commitment, title policy and any endorsements required by Buyer or Buyer's lender.

7. Title Examination. Within thirty (30) days after the date hereof, Seller, at Seller's sole cost and expense, shall deliver to Buyer for Buyer's approval an updated Abstract of Title or a Registered Property Certificate of Title certified to date including proper searches covering bankruptcies and State and Federal judgments, liens, and levied and pending special assessments.

Title to the Subject Property shall be subject to Buyer's approval, and all objections to the status of title shall be delivered to Seller in writing within twenty (20) days after receipt of the Abstract of Title or Registered Property Certificate of Title. Buyer's failure to make objections within such time period shall constitute a waiver of such objection.

Seller shall have ninety (90) days following receipt thereof to attempt to cure such objections, it being understood that marketable fee title and not insurable title to the Subject Property is to be conveyed by Seller to Buyer.

If title to the Subject Property is not marketable and is not made so by Seller within ninety (90) days of the delivery of said objections, Buyer may exercise the remedies set forth in Paragraph 15 hereof; provided, if any such objection concerns a mortgage or other lien that is liquidated in amount, Buyer may “cure” such objection at Closing by paying the liquidated amount of such mortgage or lien directly to the holder thereof and deducting the amount of such payment from the Purchase Price. If the Buyer elects to purchase title insurance, the preparation costs, premium expenses, and the cost of any endorsements, shall be Buyer’s sole expense.

8. Existing Reports. Within ten (10) days after the date hereof, Seller shall obtain and deliver to Buyer copies of all soil tests, engineering studies, traffic reports and environmental assessments or reports that relate to the Subject Property and that are in Seller’s possession or under the Seller’s control (collectively, the “Seller’s Reports”).

9. Taxes. Real estate taxes that are levied or assessed against the Subject Property, if any, and current installments of special assessments, if any, that are currently payable in the year in which Closing occurs shall be prorated as of the Date of Closing. Seller shall pay in full all real estate taxes and installments of special assessments that are due and payable in years prior to the year in which Closing occurs. Buyer shall pay, or accept title subject to, all real estate taxes and any installments of special assessments that are payable in years subsequent to the year in which Closing occurs.

10. Seller’s Boundary Lines and Demarcation. Seller shall furnish any surveys of the Property it possesses to Buyer prior to the Date of Closing. Seller shall clearly indicate all boundaries of the Property to the Buyer by showing boundary markers on site by the Date of Closing. Where there is no boundary marker, the Seller shall set a new boundary marker and clearly indicate the boundary to the Buyer at its sole responsibility and burden.

11. Operation Prior to Closing. The Subject Property shall be in reasonably the same condition on the Date of Closing as it is on the date hereof. Between the date hereof and the Date of Closing, Seller shall continue to conduct the management of the Subject Property in a businesslike manner. Buyer and its representative shall have the right, from and after the date hereof, after reasonable prior notice to Seller, to enter upon the Subject Property during normal business hours for the purposes of examining the same, of conducting such observations, tests and other investigations of the Subject Property as it may desire.

12. Representations and Warranties by Seller. Seller represents and warrants to Buyer that, to the best of Seller’s current, actual knowledge:

(a) Seller is the sole owner of the Subject Property. Seller has all requisite power and authority to execute this Agreement and the closing documents listed in Paragraph 4 hereof, and the representatives of Seller who did or will execute the same for and on behalf of Seller have the power and the authority to do so and to bind Seller.

(b) The conveyance of the Subject Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement applicable to the Subject Property or to Seller.

(c) Seller knows of no presently pending or threatened litigation, arbitration or administrative proceeding against Seller or the Subject Property, in either case, affecting or questioning Seller's title to, or use of, the Subject Property or any part thereof or any other matter set forth herein.

(d) Seller has received no written or other notice of any condemnation proceeding, declaration of taking, special assessment, rezoning or other similar action with respect to the Subject Property.

(e) The provisions of this Agreement do not conflict with or violate the provisions of any existing agreements between Seller and any third parties and no person other than Buyer has a right of first refusal, option to purchase, or other purchase right to the Subject Property or any portion thereof.

(f) Seller has received no notice of violation of any building codes, fire codes, zoning codes, environmental laws, or other laws and regulations affecting the Subject Property or the use thereof.

(g) Seller does not know of any wells on the Subject Property, except as may otherwise be disclosed in the Documents (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 103I.235).

(h) Seller does not know of any individual sewage treatment systems on the Property or serving the Property, except as may otherwise be disclosed in the Documents (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 115.55).

(i) Seller does not know of any underground or aboveground storage tanks currently on the Property (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 116.48).

(j) Seller, on the Date of Closing, will have complied with all of its obligations hereunder, unless such compliance has been waived in writing by Buyer, and all representations and warranties made hereunder shall be true and correct on said date.

Buyer has agreed to purchase the Subject Property without representation or warranty by Seller, except for the representations and warranties expressly made in this Agreement by Seller. Seller hereby agrees that the truthfulness of each of the foregoing representations and warranties and of all other representations and warranties herein made is a condition precedent to the performance by Buyer of its obligations hereunder.

Buyer shall have the right to have inspections of the property conducted prior to closing. Other than the representation made in this Paragraph, the property is being sold "AS IS" with no express or implied representations or warranties by Sellers as to physical conditions, quality of construction, workmanship, or fitness for any particular purpose. (This paragraph is not intended to waive or modify any provisions of MINN. STAT., Chapter 327A.)

13. Buyer Representations and Warranties. The Buyer represents and warrants to the Seller the following:

(a) The individuals executing this Agreement on behalf of the Buyer represent and warrant that they have the legal authority and the legal capacity to execute this Agreement on behalf of the Buyer and to bind the Buyer. The Buyer represents that the Buyer has the full and complete authority to enter into this Agreement and to purchase the Property subject to the terms of this Purchase Agreement. All such representations and warranties shall be true on the Closing Date as if made on and as of such date, and such representations and warranties shall survive the Closing. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date, Seller may, in Seller's sole discretion, at its option and by written notice to Buyer, terminate this Agreement.

All such representations and warranties shall be true on the Closing Date as if made on and as of such date, and such representations and warranties shall survive the Closing.

14. Damage, Destruction and Eminent Domain. If, prior to the Date of Closing, the Subject Property or any part thereof shall be substantially damaged or destroyed by fire, the elements or any other cause, or the Subject Property or any part thereof shall be taken by eminent domain, this Agreement shall become null and void, and all Earnest Money, together with any interest earned thereon, shall be returned to Buyer. In the event of any minor damage or destruction to the Subject Property, Seller shall repair such damage or destruction on or before the Closing Date; provided, however, in the event such damage or destruction cannot reasonably be completed before the Closing Date, Seller shall assign any insurance proceeds to Buyer and Buyer shall complete such restoration.

15. Termination. If Seller shall fail to perform its obligations hereunder or shall otherwise breach this Agreement, or if any representation or warranty of Seller set forth in Paragraph 12 hereof shall not be true and accurate as of the date stated and as of the Date of Closing, or if Seller fails to cure any timely objections to title pursuant to Paragraph 7 hereof, Buyer shall, in addition to other remedies available at law or in equity, have the option to do one of the following: terminate this Agreement by written notice to Seller, or waive the warranty or representation and proceed to Closing. If Buyer shall fail to perform its obligations hereunder or shall otherwise breach this Agreement, or if any representation or warranty of Buyer set forth in this Agreement shall not be true and accurate as of the date stated and as of the Date of Closing, Seller shall, as its sole remedy at law or in equity, have the right to terminate this Agreement pursuant to Minnesota Statutes.

16. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota.

17. Miscellaneous.

(a) Notices. Any notice required herein shall be deemed effective if it is personally delivered, delivered prepaid to a nationally recognized overnight air courier, or deposited in the United States mail, certified, postage prepaid, return receipt requested, to Seller or Buyer at the following addresses:

To Buyer: City of Redwood Falls
 333 South Washington Street
 P.O. Box 526
 Redwood Falls, MN 56283
 Attention: City Administrator

To Seller: Redwood Falls Industries, Inc.
 P.O. 458
 Redwood Falls, MN 56283
 Attention: _____
 Copy to: _____

Either party may designate an additional or another address upon giving notice to the other party pursuant to this Paragraph. Notice given in any manner other than as stated herein, shall be deemed effective only upon receipt by the party to whom such notice is given.

(b) Interpretation. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and all oral statements and prior writings relating thereto are hereby superseded and merged herein. This Agreement may be amended or modified only in a writing signed by Seller and Buyer. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

(c) Waivers. Neither the extension of time or payment of any sum of money to be paid hereunder nor any waiver by either party of its right to declare this Agreement forfeited by reasons of any breach hereof, shall in any manner affect the right of either party to terminate this Agreement because of a subsequent default. No extension of time or waiver shall be effective unless given in writing signed by that party.

(d) Additional Documents. After the Closing, each of the parties, without further consideration, agrees to execute such additional documents as may reasonably be necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties hereunder.

(e) Commissions. Seller hereby warrants to Buyer and Buyer hereby warrants to Seller that no broker, agent or finder has been retained by either party and that no broker's commissions, finder's fees or like charges have been incurred in connection with this transaction. Each party hereby indemnifies and agrees to hold harmless the other from and against all losses, damages,

costs, expenses (including reasonable fees and expenses of attorneys), causes of action, suits or judgments of any nature arising out of any claim, demand or liability to or asserted by any broker, agent or finder, other than herein specified, claiming to have acted on behalf of the indemnifying party in connection with this transaction.

(f) Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

(g) Parties. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may assign its rights and obligations under this Agreement with Seller's written consent, which shall not be unreasonably withheld.

(h) Time. Time is of the essence for all provisions of this Agreement.

(i) Use of Subject Property. From and after the date hereof, Buyer, and its agents, employees, contractors and invitees, may enter upon the Subject Property, at reasonable times after notice to Seller, in order to:

- (1) perform surveying, soils and engineering testing thereon; and
- (2) show the Subject Property to prospective lenders and contractors.

Buyer agrees to indemnify and hold Seller harmless from any and all mechanic's liens or claims that might be filed or asserted against the Subject Property by persons performing any inspections, surveying or other work for Buyer and any other claims, costs, liabilities, losses or expenses arising from or related to Buyer's or its agents', contractors' or employees' activities under this Agreement. Buyer's indemnity shall survive the termination of this Agreement. Buyer shall exercise due care in performing any such inspections, surveying or other work and agrees to return the Subject Property to its original condition. The results of the aforementioned inspections, due diligence and activities shall not be disclosed to any third party, other than Buyer's agents, unless required by law, ordinance, regulation or court of competent jurisdiction.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS OF THIS AGREEMENT, the Seller and Buyer have executed it as of the date set out at its head.

(Signatures to follow on next page)

REDWOOD FALLS INDUSTRIES, INC., SELLER

By: _____

Its: _____

CITY OF REDWOOD FALLS, BUYER

_____, Mayor

Attest:

_____, City Administrator

EXHIBIT A

Legal Description

Real Property in Redwood County, Minnesota, described as follows:

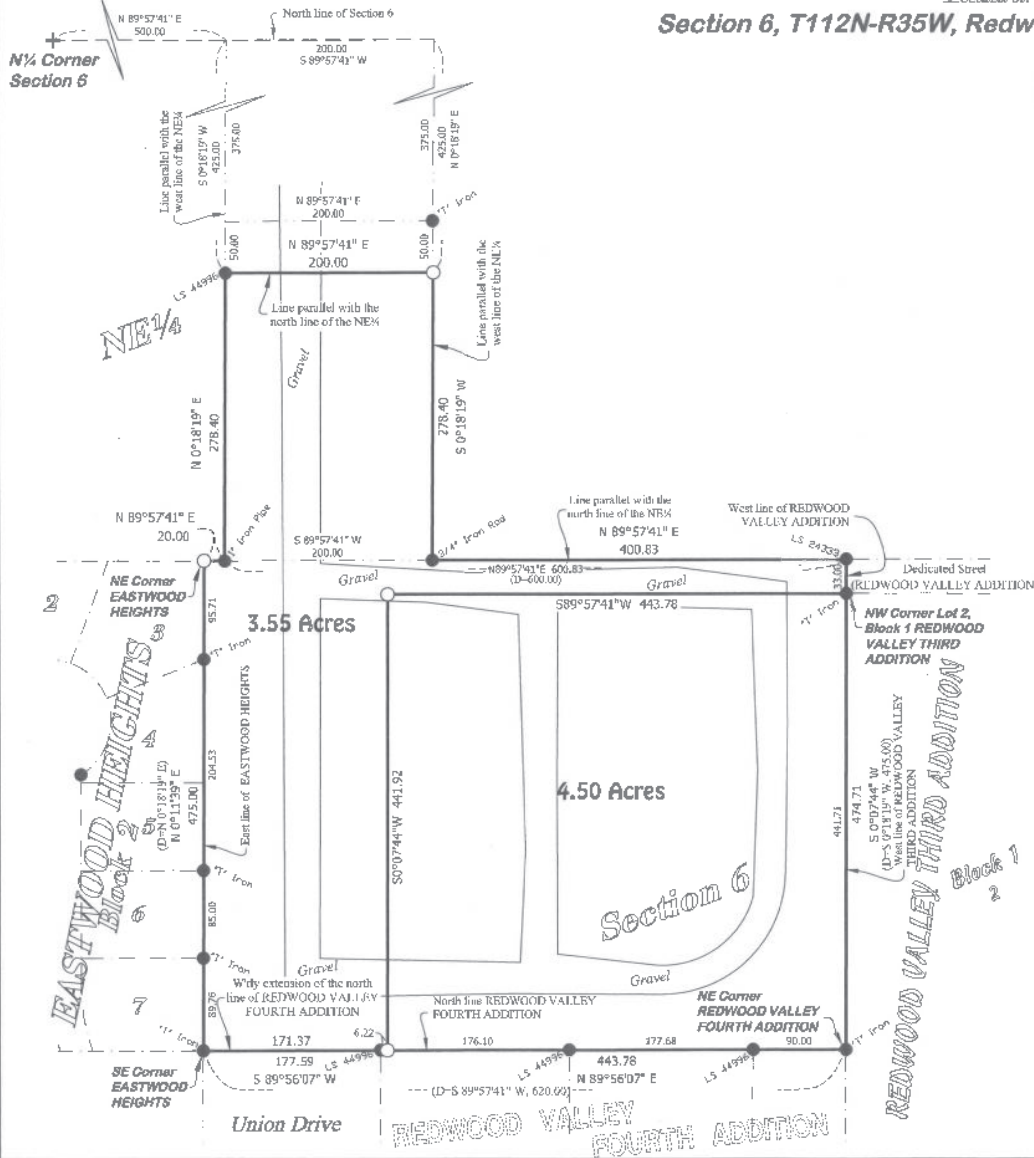
That part of the Northeast Quarter of Section 6, Township 112 North, Range 35 West of the Fifth Principal Meridian, Redwood County, Minnesota, described as follows:

Commencing at the north quarter corner of said Section 6;
thence on an assumed bearing of North 89 degrees 57 minutes 41 seconds East, along the north line of said Section 6, a distance of 500.00 feet; thence on a bearing of South 0 degrees 18 minutes 19 seconds West, parallel with the west line of said Northeast Quarter, a distance of 425.00 feet to the point of beginning of the land to be described; thence on a bearing of North 89 degrees 57 minutes 41 seconds East, parallel with the north line of said Section 6, a distance of 200.00 feet; thence on a bearing of South 0 degrees 18 minutes 19 seconds West, parallel with the west line of said Northeast Quarter, a distance of 278.40 feet; thence on a bearing of North 89 degrees 57 minutes 41 seconds East, parallel with the north line of said Section 6, a distance of 400.83 feet to the west line of the record plat entitled REDWOOD VALLEY ADDITION, on file in the office of the Redwood County Recorder;
thence on a bearing of South 0 degrees 07 minute 44 seconds West, along the west line of said record plat entitled REDWOOD VALLEY ADDITION, a distance of 33.00 feet to the northwest corner of Lot 2, Block 1 of the record plat entitled REDWOOD VALLEY THIRD ADDITION, on file in the office of the Redwood County Recorder; thence on a bearing of South 89 degrees 57 minutes 41 seconds West a distance of 443.78 feet; thence on a bearing of South 0 degrees 07 minutes 44 seconds West a distance of 441.92 feet to the north line of the record plat entitled REDWOOD VALLEY FOURTH ADDITION, on file in the office of the Redwood County Recorder; thence on a bearing of South 89 degrees 56 minutes 07 seconds West, along the north line of said REDWOOD VALLEY FOURTH ADDITION and its westerly extension, a distance of 177.59 feet to the southeast corner of the record plat entitled EASTWOOD HEIGHTS, on file in the office of the Redwood County Recorder; thence on a bearing of North 0 degrees 11 minutes 39 seconds East, along the east line of said record plat entitled EASTWOOD HEIGHTS, a distance of 475.00 feet to the northeast corner of said record plat entitled EASTWOOD HEIGHTS; thence on a bearing of North 89 degrees 57 minutes 41 seconds East, parallel with the north line of said Northeast Quarter, a distance of 20.00 feet to a point which bears South 0 degrees 18 minutes 19 seconds West from the point of beginning; thence on a bearing of North 0 degrees 18 minutes 19 seconds East a distance of 278.40 feet to the point of beginning.

This is a survey of, part of:
Northeast Quarter

Located in:

Section 6, T112N-R35W, Redwood County, Minnesota



Proposed New Land Description - 3.55 Acres

That part of the Northeast Quarter of Section 6, Township 112 North, Range 35 West of the Fifth Principal Meridian, Redwood County, Minnesota, described as follows:

- Commencing at the north quarter corner of said Section 6;
- thence on an assumed bearing of North 89 degrees 57 minutes 41 seconds East, along the north line of said Section 6, a distance of 500.00 feet;
- thence on a bearing of South 0 degrees 18 minutes 19 seconds West, parallel with the west line of said Northeast Quarter, a distance of 425.00 feet to the point of beginning of the land to be described;
- thence on a bearing of North 89 degrees 57 minutes 41 seconds East, parallel with the north line of said Section 6, a distance of 200.00 feet;
- thence on a bearing of South 0 degrees 18 minutes 19 seconds West, parallel with the west line of said Northeast Quarter, a distance of 278.40 feet;
- thence on a bearing of North 89 degrees 57 minutes 41 seconds East, parallel with the north line of said Section 6, a distance of 400.83 feet to the west line of the record plat entitled REDWOOD VALLEY ADDITION, on file in the office of the Redwood County Recorder;
- thence on a bearing of South 0 degrees 07 minutes 44 seconds West, along the west line of said record plat entitled REDWOOD VALLEY ADDITION, a distance of 33.00 feet to the northwest corner of Lot 2, Block 1 of the record plat entitled REDWOOD VALLEY THIRD ADDITION, on file in the office of the Redwood County Recorder;
- thence on a bearing of South 89 degrees 57 minutes 41 seconds West a distance of 443.78 feet;
- thence on a bearing of South 0 degrees 07 minutes 44 seconds West a distance of 441.92 feet to the north line of the record plat entitled REDWOOD VALLEY FOURTH ADDITION, on file in the office of the Redwood County Recorder;
- thence on a bearing of South 89 degrees 56 minutes 07 seconds West, along the north line of said REDWOOD VALLEY FOURTH ADDITION and its westerly extension, a distance of 177.59 feet to the southeast corner of the record plat entitled EASTWOOD HEIGHTS, on file in the office of the Redwood County Recorder;
- thence on a bearing of North 0 degrees 11 minutes 39 seconds East, along the east line of said record plat entitled EASTWOOD HEIGHTS, a distance of 475.00 feet to the northeast corner of said record plat entitled EASTWOOD HEIGHTS;
- thence on a bearing of North 89 degrees 57 minutes 41 seconds East, parallel with the north line of said Northeast Quarter, a distance of 20.00 feet to a point which bears South 0 degrees 18 minutes 19 seconds West from the point of beginning;
- thence on a bearing of North 0 degrees 18 minutes 19 seconds East a distance of 278.40 feet to the point of beginning.

Proposed New Land Description - 4.50 Acres

That part of the Northeast Quarter of Section 6, Township 112 North, Range 35 West of the Fifth Principal Meridian, Redwood County, Minnesota, described as follows:

- Commencing at the north quarter corner of said Section 6;
- thence on an assumed bearing of North 89 degrees 57 minutes 41 seconds East, along the north line of said Section 6, a distance of 500.00 feet;
- thence on a bearing of South 0 degrees 18 minutes 19 seconds West, parallel with the west line of said Northeast Quarter, a distance of 425.00 feet;
- thence on a bearing of North 89 degrees 57 minutes 41 seconds East, parallel with the north line of said Section 6, a distance of 200.00 feet;
- thence on a bearing of South 0 degrees 18 minutes 19 seconds West, parallel with the west line of said Northeast Quarter, a distance of 278.40 feet;
- thence on a bearing of North 89 degrees 57 minutes 41 seconds East, parallel with the north line of said Section 6, a distance of 400.83 feet to the west line of the record plat entitled REDWOOD VALLEY ADDITION, on file in the office of the Redwood County Recorder;
- thence on a bearing of South 0 degrees 07 minutes 44 seconds West, along the west line of said record plat entitled REDWOOD VALLEY ADDITION, a distance of 33.00 feet to the northwest corner of Lot 2, Block 1 of the record plat entitled REDWOOD VALLEY THIRD ADDITION, on file in the office of the Redwood County Recorder, which is the point of beginning of the land to be described;
- thence on a bearing of South 89 degrees 57 minutes 41 seconds West a distance of 443.78 feet;
- thence on a bearing of South 0 degrees 07 minutes 44 seconds West a distance of 441.92 feet to the north line of the record plat entitled REDWOOD VALLEY FOURTH ADDITION, on file in the office of the Redwood County Recorder;
- thence on a bearing of North 89 degrees 56 minutes 07 seconds East, along the north line of said record plat entitled REDWOOD VALLEY FOURTH ADDITION, a distance of 443.78 feet to the northeast corner of said record plat entitled REDWOOD VALLEY FOURTH ADDITION;
- thence on a bearing of North 0 degrees 07 minutes 44 seconds East, along the east line of said record plat entitled REDWOOD VALLEY THIRD ADDITION, a distance of 441.71 feet to the point of beginning.

This drawing prepared by:

Bonnema Runke Stern Inc.

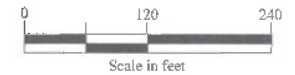
Professional Land Surveyors

4366 Hwy 71 NE - Suite 1

Willmar, MN 56201

Office (320) 231-2844 Fax (320) 231-2827

Requested by: **Bob Le Sage**



LEGEND

- Found Iron Monument from former survey
- Bonnama Runke Stern Placed Capped Iron Monument
- Cast Iron Monument
- - - - - Approximate Right of Way Line

All Documents referred to on this survey can be found in the office of the County Recorder

Bonnema Runke Stern Inc. is not giving a title opinion or abstract of this parcel. We suggest that you contact your attorney or a title insurance company for that purpose. Easements or neighboring deed conflicts may exist which affect this parcel and are not shown on this survey.

The distances shown from improvements to the property lines are shown for reference purposes only and are NOT intended for determining the property line location. Property corner monuments shall always be used when establishing the property line.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. THE FIELD WORK WAS COMPLETED ON JULY 9, 2021.

Joshua M. Slom
 Joshua M. Slom

Date April 1, 2024 License No. 46193

REVISION NOTICE: This is a revision of a former survey dated July 27, 2021 to revise "Northwest" to "Northeast" in the first line of both descriptions.

REVISION NOTICE: This is a revision of a former survey dated March 25, 2024 to revise "Northwest" to "Northeast" in additional locations in both descriptions.



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

Meeting Date: May 21, 2024

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 30 of 2024

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. 30 executes the “Firm Gas Service Extension Agreement” with Great Plains Natural Gas Co. A Division of Montana-Dakota Utilities Co (Company). This agreement will allow for the extension of natural gas mains and services to Reflection Prairie Development. This is in accordance with the Firm Gas Service Extension Policy effective date of April 1, 2021.

Per the Company’s policy, it has been determined that cost participation is required and calculated to be \$298,630.00 at a cost per lot of \$11,060.00. The Capital Improvement fund will be the revenue source used to cover this expense.

Attachments:

- Resolution No. 30 of 2024
- Firm Gas Service Extension Agreement
- MAI Economic Analysis

RESOLUTION NO. 30 OF 2024

**AUTHORIZATION TO EXECUTE
AGREEMENT FOR SERVICES**

WHEREAS, the City of Redwood Falls (City) is authorized to enter into an agreement for services with GREAT PLAINS NATURAL GAS CO., A Division of Montana-Dakota Utilities Co. of Fergus Falls, Minnesota (Company) pursuant to Minnesota Statutes Section 412.221, subd. 2 and Section 453A.09 for the benefit of its citizens; and

WHEREAS, the City has requested that the Company provide natural gas service to the City at the following locations of Reflection Prairie Addition: Lots 1-3 Block 4, Lots 1-4 Block 5, Lots 1-3 & 9-11 Block 7, Lots 1-4 Block 8 and Lots 1-7 Block 9; and

WHEREAS, the service will necessitate the construction of a gas main extension by the Company requiring cost participation on gas main extensions over 100 feet or where gas is not the primary fuel used for space heating; and

WHEREAS, the Company agrees to construct and install said natural gas project in accordance with the Firm Gas Service Extension Policy within the Company’s General Terms and Conditions Tariff and the City agrees that, prior to construction of the same, the City will pay to the Company the required cost participation of the Project, in the sum of \$298,630.00 to be paid by check at the time of signing; and

WHEREAS, within the five-year period after the extension(s) in service date, if the number of active customers and related volumes exceeds the projections used in the economic analysis, the Company shall recompute the participation requirement recalculating the maximum allowable investment as per the agreement; and

FURTHERMORE, the Mayor or City Administrator are authorized to execute the agreement, amendments and negotiate changes in scope on behalf of the City of Redwood Falls.

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 21st day of May 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2024.

Notary Public

Firm Gas Service Extension Agreement

THIS AGREEMENT, made and entered into this 22 day of April, 2024 by and between GREAT PLAINS NATURAL GAS CO., A Division of Montana-Dakota Utilities Co., 705 West Fir Ave, Fergus Falls, Minnesota, hereinafter called "Company," and City of Redwood Falls hereinafter called "Customer" whether one or more.

WHEREAS, Customer has requested that the Company provide natural gas service to Customer at the following location
Reflection Prairie Addition: Lot 1-3 Block 4, Lot 1-4 Block 5, Lot 1-3 Block 6, Lots 1-3 & 9 -11 Block 7, Lots 1-4 Block 8, Lots 1-7 Block 9

County of Redwood, State of MN; and

WHEREAS, such service will necessitate the construction by Company of a gas main extension and the installation of the necessary facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows where cost participation may be required on gas main extensions over 100 feet or where natural gas is not the primary fuel used for space heating.

Item Nos. one, two and three below may not be applicable where the Customer is not responsible for cost participation where the gas main extension is 100 feet or less, connected within 12 month from the start of construction, and where natural gas is the primary fuel used for space heating:

- 1. Company agrees to construct and install said natural gas Project in accordance with the Firm Gas Service Extension Policy within the Company's General Terms and Conditions tariff and Customer agrees that, prior to construction of same, Customer will pay to Company the required cost participation of the Project, in the sum of \$298,630.00 to be paid as follows:

check at time of signing

- 2. It is further agreed that after facilities have been placed in service, Company shall recalculate the Customer's cost participation as outlined below.

Final Actual Cost of Project	_____
Less Maximum Allowable Investment (per Rate 120)	_____
Final Cost Participation	_____
Preliminary Cost Participation	<u>\$298,630.00</u>
Difference to be:	
<input type="checkbox"/> Paid to Company	_____
<input type="checkbox"/> Refunded to Customer	_____

- 3. "Project", as used in this Agreement, shall include the gas main extension(s), valves, service stub(s), or service line(s) complete where applicable, any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.

- 4. This Agreement applies only to Company-owned facilities and does not apply to Customer-owned facilities. Company shall not be liable for any damages on account of injury to or death of persons, or damage to property, due to the operation, maintenance, repair or replacement of customer-owned piping and equipment. All duties and liabilities in this respect are assumed by the Customer.

- 5. The following additional terms and conditions shall apply to Company's construction of a gas main and installation of the necessary facilities as follows:

- *All lot corners and utility easement boundaries will be placed and/or staked by a licensed surveyor.
- *All services installed when only a foundation is present will have gas riser locations marked by Customer on the foundation.
- *All trenching will be performed by a Company approved Contractor unless agreed upon otherwise.
- *See Attached Addendum A

- 6. The following documents are attached hereto, and incorporated herein, as part of the Agreement:

- a. Estimate of construction costs
- b. Map showing the route of the extension
- c. Economic analysis of the extension
- d. Firm Gas Service Extension Policy, effective date: April 1, 2021

- 7. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement. Further, this Agreement shall expire on December 1, of the year in which it was signed by the Company, or on the following date, _____, whichever is later, if the construction of the extension has not begun. If the Agreement expires, Company will refund any deposit made by Customer and, thereafter, all parties shall be relieved from any and all further liability in connection with this Agreement.

- a. If, within the five-year period after the extension(s) in service date, the number of active customers and related volumes exceeds the projections used in the economic analysis, the Company shall recompute the participation requirement by recalculating the maximum allowable investment, in accordance with the Firm Gas Service Extension Policy. No refund shall be made by Company to Customer until the new applicants begin taking service from the Company.
- b. If after the aforementioned five-year period, the Customer's participation amount of \$298,630.00 has not been fully refunded by that time, the obligation of the Company to make refunds shall cease. In no event, shall the total amount of refunds exceed the amount paid to Company hereunder.

GREAT PLAINS NATURAL GAS CO.
A Division of Montana- Dakota Utilities Co.

Customer Signature _____ Date _____

Company Signature _____ Date _____

Customer Printed Name _____

Company Printed Name _____

**GREAT PLAINS NATURAL GAS CO.
GAS EXTENSION
MINNESOTA
RATE 60 RESIDENTIAL**

Project Name	Reflection Prairie Addition	Location	ck 4, Lot 1-4 Block 5, Lot 1-3 Block 6, Lots 1-3 & 9 - 11 Blo
Developer	City of Redwood Falls	Contact	Jim Doering, Public Works Project Coordinator
Prepared By:	MS	Phone number:	507-616-7400
Date MAI Prepared:	4/22/2024	Total Residential Lots	27

Actual Project Economics

Total Main Installation Cost	\$ 230,907	Number of Homes/Customer Credit	20
Total Estimated Cost	\$ 292,953	Maximum Allowable Investment Credit (MAI)	\$ 41,030
Contribution Required	\$ 298,630	Cost per Lot	\$ 11,060

MAI Saturation Analysis

27					
Homes	Qty	Service Line \$	\$230,907	Mains	
100%	27	\$ 3,102	\$83,754	Service Line	
			\$314,661	Total Cost	
			\$55,391	Less MAI	
MAI	Qty	MAI / Home	\$307,339	Contribution Req.	
	27	\$ 2,052			
Cost per Lot	\$ 11,383	Cost per Customer	\$ 11,383		

14					
Homes	Qty	Service Line \$	\$230,907	Mains	
50%	14	\$ 3,102	\$43,428	Service Line	
			\$274,335	Total Cost	
			\$28,721	Less MAI	
MAI	Qty	MAI / Home	\$291,151	Contribution Req.	
	14	\$ 2,052			
Cost per Lot	\$ 10,783	Cost per Customer	\$ 20,796		

20					
Homes	Qty	Service Line \$	\$230,907	Mains	
75%	20	\$ 3,102	\$62,040	Service Line	
			\$292,947	Total Cost	
			\$41,030	Less MAI	
MAI	Qty	MAI / Home	\$298,622	Contribution Req.	
	20	\$ 2,052		Total Contribution	
Cost per Lot	\$ 11,060	Cost per Customer	\$ 14,931		

9					
Homes	Qty	Service Line \$	\$230,907	Mains	
33%	9	\$ 3,102	\$27,918	Service Line	
			\$258,825	Total Cost	
			\$18,464	Less MAI	
MAI	Qty	MAI / Home	\$284,924	Contribution Req.	
	9	\$ 2,052			
Cost per Lot	\$ 10,553	Cost per Customer	\$ 31,658		

18					
Homes	Qty	Service Line \$	\$230,907	Mains	
66%	18	\$ 3,102	\$55,836	Service Line	
			\$286,743	Total Cost	
			\$36,927	Less MAI	
MAI	Qty	MAI / Home	\$296,132	Contribution Req.	
	18	\$ 2,052		Total Contribution	
Cost per Lot	\$ 10,968	Cost per Customer	\$ 16,452		

7					
Homes	Qty	Service Line \$	\$230,907	Mains	
25%	7	\$ 3,102	\$21,714	Service Line	
			\$252,621	Total Cost	
			\$14,361	Less MAI	
MAI	Qty	MAI / Home	\$282,434	Contribution Req.	
	7	\$ 2,052		Total Contribution	
Cost per Lot	\$ 10,461	Cost per Customer	\$ 40,348		

Project Notes

Includes Tax Gross-up if contribution is over \$100,000.

INSERT MAP OF PROJECT ON THIS SHEET - USE MULTIPLE WORKSHEETS IF NEEDED





Meeting Date: May 21, 2024

AGENDA RECOMMENDATION

Agenda Item: Accountant Position

Recommendation/Action Requested: Staff will present a recommendation at the May 21 meeting.

Summary/Overview:

The pending retirement of Debb Balcer will create an accountant position vacancy. The vacancy was posted internally and externally, and ten applications were received, with six candidates being interviewed. The hiring committee is scheduled to reconvene and will provide a recommendation to the City Council on May 21.

Attachments: None

Date: May 21, 2024

Agenda Item: Update to the 2024 City of Redwood Falls Pay Plan for Non-Union Employees including Part-time and Seasonal – Resolution 31 of 2024

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 the updated Non-Union City of Redwood Falls Non-Union Part-time Seasonal “2024 Pay Plan - 5/21/2024.”

Updated 2024 Non-Union City of Redwood Falls Part-time Seasonal Pay Plan for Non-Union Employees including Part-time, Seasonal, other than regular full-time employees.

Staff is recommending approval of the attached updated 2024 Non-Union City of Redwood Falls Pay Plan for Part-time and Seasonal non-union employees. The update is needed as a position that was previously an Independent Contractor will be reclassified as an hourly paid employee position. The Library Custodian Independent Contractor position will be reclassified as an hourly paid “After-Hours Building Custodian” position.

Summary/Overview:

On December 6, 2023, when this pay plan was originally approved the Library employed a custodian as an Independent Contractor. After reviewing our Independent Contractor positions and performing the Department of Labor analysis on them, staff is recommending that the Library’s position should no longer be an Independent Contractor and that the position should be filled by an employee. Therefore, it is recommended that the 2024 Non-Union City of Redwood Falls Pay Plan for Part-time and Seasonal employees be adjusted to show an After-Hours Building Custodian with a salary range of \$20.00 - \$30.00/hourly.

Attachments: Resolution 31 of 2024

Updated 2024 Non-Union City of Redwood Falls Pay Plan

RESOLUTION NO. 31 OF 2024

**A RESOLUTION SETTING AND ADOPTING
UPDATED 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 21st day of May 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this ____ day of May
2024.

Notary Public



CITY OF REDWOOD FALLS 2024 PAY PLAN

5-21-2024

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
After Hours Building Custodian	\$20.00 - \$30.00

POSITION	2024
Firefighters	\$10.25/hour
Fire Chief	\$4,200/year
Fire Marshall	\$1,500/year
Assistant Fire Chief	\$2,700/year
2 nd 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/HCFV 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

Liquor Store Clerk Pay Plan	
Months/Years of Service	Hourly Rate
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)

Council Meeting Date: May 21, 2024

Agenda Item: Resolution No. 32 of 2024 – Resolution Accepting Donation for Book Carts and Microphones for the Meeting Room from Friends of the Library.

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

Summary/Overview: Attached is Resolution 32 of 2024 accepting a Donation of \$1,168.79 from the Friends of the Library. At its last meeting on May 6, The Friends of the Library unanimously approved funding the purchase of (2) book carts and microphones for the meeting room. We have a couple of carts that are not very sturdy, and really become short on carts on delivery days, book sales, and when children's events require taking several books to the meeting room or outside. We have had many requests for a microphone for the meeting room. When we have near full capacity, those in the back struggle with hearing the presenter in the front of the room.

Staff is requesting approval to accept the financial donation from Friends of the Library to purchase book carts, microphones, and stand.

Attachments: Resolution No. 32 of 2024

RESOLUTION NO. 32 OF 2024
A RESOLUTION ACCEPTING A DONATION 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.

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>
Friends of the Library	\$1,168.79

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

Terms or Conditions

Contribution to purchase two book carts for \$1,008.90, 2 wireless microphones with microphone stand \$120.39, and wireless clip-on microphones \$39.50, totaling \$1,168.79.

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 21st day of May 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
21st day of May 2024.

Notary Public