



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, AUGUST 20, 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. August 6, 2024
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve Purchase of 2025 Police Squad
7. **Scheduled Public Hearings**
8. **Old Business**
 - A. Ordinance Amending Regulation of Grass, Weeds, and Vegetation (Ordinance #92)
 - B. Ordinance Granting Solid Waste Collection Franchise to Sweetman Sanitation (Ord. #93)
9. **Regular Agenda**
 - A. Summary Publication of Ordinance #92 (Resolution #44)
 - B. Summary Publication of Ordinance #93 (Resolution #45)
 - C. Policy Governing Fire Department Fingerprint-Based Criminal History Record Information (CHRI) Checks
 - D. Authorization Approving Sale of Real Property Located at 803 S Washington St. and 206 E Broadway St. (Resolution #46)
 - E. General Obligation Sewer Revenue Note of 2024A (Resolution #47)
 - F. Red Skye Lofts Property Assessed Clean Energy (PACE) Assessment (Res. #48)
 - G. 2022 Drew Street Improvements – Final Pay Application
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, AUGUST 6, 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, August 6, 2024, at 5:00 p.m.

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

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

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

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

Grady Holtberg, Redwood County Economic Development Coordinator was present to greet Council as the newly hired Economic Development Coordinator for Redwood County.

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

1. League of MN Cities Liability Coverage Waiver Form
2. Purchase of Fire Department Turnout Gear
3. Materials/Services Exchange with Brady's Lawn Service

Motion passed by unanimous vote.

Marty Seifert with the Coalition of Greater Minnesota Cities was present to give an update on the 2024 legislative session.

HR Coordinator Sheila Stage was present to introduce the Updated Employee Sick Leave Policy and Earned Sick and Safe Time Notice.

Ms. Stage stated the earned sick and safe time (ESST) law was recently updated to clarify who qualifies for Earned Sick and Safe Time. The changes were effective as of May 25, 2024. With the recent changes to Earned Sick and Safe Time (ESST) Law changes found in Minnesota Statute 181.9445 the City is updating the Sick Leave Policy and Earned Sick and Safe Time Notice based on these law changes. The change that affects the City of Redwood Falls is who qualifies for ESST. The ESST law change clarifies that employees anticipated to work at least 80 hours in a year for an employer in Minnesota are covered by the ESST law. The changes to the law also establish that ESST requirements don't apply to volunteer or paid on-call firefighters, volunteer ambulance attendants, paid-on-call ambulance service personnel, elected officials, individuals appointed to fill vacancies in elected offices, and individuals employed by a farmer, family farm, or family farm corporation who work for 28 days or less per year. Additionally, certain family caregivers can waive their ESST rights.

A motion was made by Council Member Buckley and seconded by Council Member Sandgren to approve the Updated Employee Sick Leave Policy and Earned Sick and Safe Time Notice. Motion passed by unanimous vote.

City Attorney Dammann introduced Ordinance No. 92, Fourth Series – An Ordinance Amending The Redwood Falls City Code of Ordinances §10.35 and §11.15, Subd. 4 Pertaining to Grass, Weeds, and Other Vegetation.

Mr. Dammann stated Staff is proposing changes to the City Code of Ordinances to make the City's regulation of grass, weeds, and other vegetation consistent with Minnesota law, specifically Minn. Stat. § 412.925 relating to the installation and maintenance of "Managed Natural Landscapes," which cities must allow to be installed and maintained on all parcels of land. "Managed Natural Landscapes," as defined in Minn. Stat. § 412.925, may exceed 8 inches in height and be allowed to go to seed, but Minnesota cities can still require maintenance of these landscapes, including the elimination of noxious weeds. Under the changes to §11.15, Subd. 4, weeds and grasses that are not part of a "Managed Natural Landscape," may not exceed 8 inches or be allowed to go to seed.

Mr. Dammann stated during the process of updating City Code to reflect changes in state law, it was also determined that the existing City Code does not take into account other types of property and situations within the City of Redwood Falls that in all fairness and practicality should be exempt from regulation. A list of exempt properties and conditions has also been added to §11.15, Subd. 4 to take these property interests into account.

A motion was made by Council Member Buckley and seconded by Council Member Smith to waive the reading of Ordinance No. 92, Fourth Series – An Ordinance Amending The Redwood Falls City Code of Ordinances §10.35 and §11.15, Subd. 4 Pertaining to Grass, Weeds, and Other Vegetation. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Ordinance No. 93, Fourth Series – An Ordinance Granting a Franchise To Sweetman Sanitation, To Collect and Haul Residential Municipal Solid Waste Generated By Residential and Multi-Residential Units Located Within The City of Redwood Falls, Minnesota

Mr. Doering stated following the approval of the 2024 Solid Waste Collection RFP process by the Council on May 21, 2024, proposals from participating vendors were opened on June 25, 2024, at 11:00 a.m. and read aloud in the Council Chambers. The three proposals opened and read allowed in the order received were: Sweetman Sanitation Inc. of Echo, Waste Management of MN, and West Central Sanitation of Willmar. The Solid Waste Committee met the same day at 3:00 p.m. to review the abstract and rank responses to the RFP. The ranked cumulative scores out of 300 total points are as follows: 291-West Central Sanitation, 268-Sweetman Sanitation and 195-Waste Management of MN. At the regular meeting of the City Council held on July 2, 2024, the Council heard public comment before selecting by motion and vote to award the five-year (September 23, 2024 – September 21, 2029), City of Redwood Falls Residential Solid Waste Vendor franchise agreement to Sweetman Sanitation. Staff has worked with Sweetman Sanitation on the development of Ordinance No. 93, Fourth Series.

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to waive the reading of Ordinance No. 93, Fourth Series – An Ordinance Granting a Franchise To Sweetman Sanitation, To Collect and Haul Residential Municipal Solid Waste Generated By Residential and Multi-Residential Units Located Within The City of Redwood Falls, Minnesota. Motion passed by unanimous vote.

Finance Director Klages introduced U.S. Card Systems Consultation Program Proposal.

Ms. Klages stated in an effort to effectively manage continuously increasing credit card processing fees, Staff is looking to partner with U.S. Card Systems and utilize their Consultation Program. U.S. Card Systems is a credit card processor with an Interchange Management Division that specializes in getting credit card processing fees significantly reduced for businesses. U.S. Card Systems will consult and negotiate savings on behalf of the City of Redwood Falls as well as continue to assist in monitoring those fees moving forward. The initial review of our credit card statements for City Hall, the Redwood Area Community Center, and the Liquor Lodge determined an estimated savings of \$11,360 a year. This savings is after consultation fees which are equal to 1/5th of the total savings negotiated by U.S. Card Systems (approximately \$239.80 per month). U.S. Card Systems will not assess any fees until we have written confirmation of a successful negotiation to lower the City's credit card processing rate structure.

Ms. Klages stated with the highly specialized and complicated field of credit card processing, the benefits of partnering with U.S. Card Systems goes beyond the annual savings. They are experts in the field and will continue to monitor our current processing fees as well as review any future credit card processing vendor proposals. Staff recommends approval of the U.S. Card Systems Consultation Program Proposal.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to approve the U.S. Card Systems Consultation Program Proposal. Motion passed by unanimous vote.

Mayor Quackenbush introduced the Proclamation Declaring August 17, 2024 as “Joe Hendry Day.”

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the Proclamation Declaring August 17, 2024 as “Joe Hendry Day.” Motion passed by unanimous vote.

Mayor Quackenbush stated Minnesota Farmfest is held at the Gilfillan Estate, August 6-8, 2024. Mayor Quackenbush attended Farmfest today.

Council Member Buckley stated the City Council candidate filing period is open until 5:00 p.m. on August 13, 2024. Open positions are for Ward 1 Council Member, Ward 2 Council Member, and At-Large Council Member.

Public Works Project Coordinator Doering stated City Staff will prepare bonding requests in June of 2025 to submit to Minnesota Management and Budget.

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 Buckley and seconded by Council Member Arentson to adjourn the meeting at 5:59 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

Meeting Date: August 20, 2024

Agenda Recommendation

Agenda Item: Approve Order and Purchase of 2025 RFPD Squad Car

Recommendation/Action Requested: Staff recommends approval of order and purchase

Summary/Overview:

Redwood Falls Police Department requested \$46,285.00 in the 2025 budget to purchase a new squad car that would replace an existing squad which is due for retirement. The window of time to place orders for new squad cars is fluid and, in the past, closed without notice. Ford is currently taking orders for 2025 squad cars. As of August 9, 2024, Weelborg Ford has confirmed the \$46,285.00 quote for the 2025 Explorer is accurate.

Staff requests authorization to order the 2025 Ford Explorer squad car. Weelborg Ford is aware RFPD can not take delivery of the vehicle until after January 1, 2025, and no funds can be expended toward the purchase until after January 1, 2025. This squad is not pre-built and will require outfitting with all the regular police equipment which is also requested within the 2025 budget. The purchase and installation of the police equipment will not occur until after January 1, 2025.

The existing squad that is scheduled for retirement will be stripped of equipment that can be transferred to the new squad and the vehicle will be turned over to City Hall for use within other city departments.

Attachments:

Weelborg Ford 2025 Squad Quote

Squad car



Preview Order 4005 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 06/26/2024 15:47:34 Receipt: NA

Dealership Name: Wealborg Ford, Inc.

Sales Code: F58665

Dealer Rep.	Joel read	Type	Fleet	Vehicle Line	Explorer	Order Code	4005
Customer Name	cityofRedwood	Priority Code	J1	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$49515	DRIVER SIDE LED SPOT LAMP	\$400
.119 INCH WHEELBASE	\$0	FRONT HEADLAMP LIGHT SOLUTION	\$900
TOTAL BASE VEHICLE	\$49515	REAR LIGHTING SOLUTION	\$460
OXFORD WHITE	\$0	PRICE CONCESSION INDICATOR	\$0
CLOTH BUCKETS/VINYL REAR SEATS	\$0	REMARKS TRAILER	\$0
ONYX INTERIOR	\$0	FRONT LICENSE PLATE BRACKET	\$0
EQUIPMENT GROUP 500A	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.FM STEREO	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
3.3L TI-VCT V6 ENGINE	\$-2330	FUEL CHARGE	\$0
10-SPEED AUTO TRANSMISSION	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED DORA	\$0
1ST AND 2ND ROW CARPET FLR.	\$150	ADVERTISING ASSESSMENT	\$0
ENGINE BLOCK HEATER	\$190	DESTINATION & DELIVERY	\$1595
50 STATE EMISSIONS	\$0		
TOTAL BASE AND OPTIONS			MSRP \$50880
DISCOUNTS			NA
TOTAL			\$50880

\$46,285. - plus any tax + fees.

Customer Name: _____ Customer Email: _____
Customer Address: _____ Customer Phone: _____

Customer Signature _____ Date _____

*This order has not been submitted to the order bank.
This is not an invoice.*

AGENDA MEMO

Meeting Date: August 20, 2024

Agenda Item: Ordinance No. 92, Fourth Series – An Ordinance Amending The Redwood Falls City Code of Ordinances §10.35 and §11.15, Subd. 4 Pertaining to Grass, Weeds, and Other Vegetation.

Recommendation/Action Requested: The proposed ordinance was introduced at the August 6, 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 City Code of Ordinances to make the City’s regulation of grass, weeds, and other vegetation consistent with Minnesota law, specifically Minn. Stat. § 412.925 relating to the installation and maintenance of “Managed Natural Landscapes,” which cities must allow to be installed and maintained on all parcels of land.

“Managed Natural Landscapes,” as defined in Minn. Stat. § 412.925, may exceed 8 inches in height and be allowed to go to seed, but Minnesota cities can still require maintenance of these landscapes, including the elimination of noxious weeds. Under the changes to §11.15, Subd. 4, weeds and grasses that are not part of a “Managed Natural Landscape,” may not exceed 8 inches or be allowed to go to seed.

During the process of updating City Code to reflect changes in state law, it was also determined that the existing City Code does not take into account other types of property and situations within the City of Redwood Falls that in all fairness and practicality should be exempt from regulation. A list of exempt properties and conditions has also been added to §11.15, Subd. 4 to take these property interests into account.

Minor changes to the ordinance have been made since the first reading to add clarity to the ordinance’s language.

State law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 92, Fourth Series is lengthy. 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. 44 of 2024 and Exhibit A, which contains the summary of Ordinance No. 92 for publication.

Attachment: Ordinance No. 92, Fourth Series

ORDINANCE NO. 92, FOURTH SERIES

**AN ORDINANCE AMENDING
THE REDWOOD FALLS CODE OF ORDINANCES § 10.35 AND § 11.15, SUBD. 4
PERTAINING TO GRASS, WEEDS, AND OTHER VEGETATION**

FINDINGS AND PURPOSE:

WHEREAS, on May 24, 2023, House File 1830/Senate File 1426, an omnibus state government finance bill, was signed into law. Article 3, section 9 created a new provision of law as Minnesota Statutes, § 412.925 relating to the installation and maintenance of managed natural landscapes; and

WHEREAS, the City Council finds it appropriate and necessary to amend Redwood Falls City Code of Ordinances § 10.35 and § 11.15, subd. 4, regulating grass, weeds, and other vegetation to make the City's Code of Ordinances consistent with the changes to Minnesota Statute, but to continue to regulate vegetation within the City in order to avoid the creation of public nuisances.

NOW THEREFORE, THE CITY OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. That Redwood Falls City Code of Ordinances, Chapter 11, §11.15, Subd. 4, shall be amended to read as follows:

§ 11.15 EXTERIOR PROPERTY AREAS.

Subd. 4. ~~Weeds~~ *Weeds, Grass, and Other Vegetation.* *It is unlawful for any owner, occupant or agent of any lot or parcel of land in the city to allow any noxious weeds as defined in Minnesota Statutes Sections 18.77 and 21.72 or grass growing upon any such lot or parcel of land to grow to a height greater than eight (8) inches. All premises and public or private exterior property shall be maintained free from weeds or plant growth in excess of six inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.*

- A. Notification. *Notwithstanding the requirements found in § 11.07, if any owner, as shown by the records in the office of the County Auditor, or the taxpayer of record as shown by the records of the County Treasurer, fails to assume the primary responsibility described in this subdivision, the city may send notice of violation by regular mail advising the owner that compliance with Subd. 4. is required within 48 hours 7 days of receipt of the notice. The notice shall at a minimum advise the owner of the particular maintenance obligation not being performed, the time period in which the owner must perform the necessary maintenance, and that the failure to do so could result in the city causing the maintenance to be done with the expenses associated therewith becoming an assessment against the property. Upon failure of the owner to cut and destroy weeds or grasses after service of a notice of violation, they shall be subject to prosecution in accordance with City Code § 1.03, § 1.13, and § 11.06 of this code.*

- B. Abatement. *Notwithstanding the requirements found in § 11.08, upon failure by the owner or agent to comply with the notice of violation within the ~~48-hour~~ 7-day period, the city may cause the work to be done upon expiration of the appropriate period and the expenses thus incurred shall be a lien upon the real estate. The City Administrator shall certify to the County Auditor a statement of the amount of the cost incurred by the city. The amount, together with interest, shall be entered as a special assessment against the lot or parcel of land and be collected in the same manner as real estate taxes. If the owner of the property is unknown, the owner and owner's address is deemed to be that of the property's taxpayer's name and address as that information is maintained by the County Auditor's address.*
- C. Repeat violations. *In the event that the city does remove the weeds or grasses because of the failure of the owner or tenant to do so, the city shall notify the owner or tenant that the city shall not give any further additional notices to the owner or tenant, but may thereafter remove the weeds or grasses after they have grown to a height in excess of ~~six~~ eight (8) inches or may remove without further notice and charge the owner or tenant back for the removal.*
- D. Exceptions. ~~Land that is enrolled in a conservation reserve program under 7 C.F.R. § 1410, as those regulations may be amended from time to time, or M.S. § 103F.515, as it may be amended from time to time, land that is subject to a conservation easement created pursuant to M.S. Chapter 84C, as it may be amended from time to time, or property that is zoned "A-O," Agricultural Open Space, shall be exempt from the weed and grass height restrictions of this subdivision. However, a person owning or occupying any such land shall control or eradicate all noxious weeds on the land at a time and in a manner prescribed by applicable noxious weed control laws. The following areas and types of vegetation are exempted from this subdivision if managed in a manner so as not to become infested with weeds or to create a stagnant, foul-smelling condition:~~
1. *Non-noxious weeds and grass vegetation in wetland areas;*
 2. *Non-noxious weeds, grasses and herbaceous vegetation within fifty (50) feet of designated storm water ponds or within fifty (50) feet of natural or altered creeks, rivers and stream corridors, including riparian buffer strips, that convey water, provided they are cut to less than ten (10) inches at least once per year if located within two-hundred (200) feet of an occupied residence or developed property;*
 3. *Non-noxious weed and grass vegetation growing on land that has been agriculturally zoned land as "A-O," or has a history of being used as agricultural land, including pastures, which are fenced and contain animals, provided that a buffer zone of 10 feet between the ag land and any turf grass area will be required;*
 4. *Temporary erosion control grasses;*
 5. ***Managed Natural Landscapes as defined in Minn. Stat. § 412.925, as it may be amended from time to time [emphasis added] that do not contain noxious weed growth and that include the cultivation of native grasses indigenous to Minnesota; subject to the following requirements:***

- a) *They are set back not less than twenty feet from the front lot line. For the purposes of this ordinance, corner lots shall be deemed to have two front yards;*
 - b) *They are set back not less than five feet from the side and/or rear lot lines to provide a transition zone. No set back is required on the side or rear lot lines if (1) there is a fully opaque fence at least five feet in height installed between the native plants and the side or rear lot lines or (2) the native plants abut a neighboring managed natural landscape;*
 - c) *The native plan landscape is cut at least once annually between April 15 and July 15 to a height no greater than ten (10) inches;*
 - d) *Turf grass is eliminated, and the native plants, trees and shrubs are planted through transplanting or seed by human or mechanical means. Soil erosion should be controlled while the ground is bare of plant growth that is sufficient to inhibit erosion and is the sole responsibility of the owner or occupant; and*
 - e) *Written authorization from the City Administrator or his/her designee is obtained for work within conservation or scenic easement areas, including planting, mowing or cutting.*
- 6. *Grass and non-noxious weed vegetation in publicly owned parks designated as natural preserves or private property so designated by the City Council or natural undisturbed areas where the land and vegetation appear not to have been graded, landscaped or otherwise disturbed by human or mechanical means in recent time;*
 - 7. *Grass and non-noxious weed vegetation on natural or altered slopes steeper than 2:1;*
 - 8. *Ornamental grasses;*
 - 9. *Natural wooded lots;*
 - 10. *Land that is enrolled in a conservation reserve program under 7 C.F.R. § 1410, as those regulations may be amended from time to time, or M.S. § 103F.515, as it may be amended from time to time;*
 - 11. *Land that is subject to a conservation easement created pursuant to M.S. Chapter 84C, as it may be amended from time to time; and/or*
 - 12. *Land that is subject to overlay districts of Floodplain, Wetland, Airport and Shoreland as established by the Redwood Falls Unified Development Ordinance, Chapter 14 of City Code, as it may be amended from time to time.*

SECTION 2. That Redwood Falls City Code of Ordinances §10.35 shall be amended by amending and inserting the following provisions, in their entirety, in lieu thereof:

~~§ 10.35 WEEDS, GRASS AND OTHER VEGETATION.~~

~~—Subd. 1. Unlawful Act. It is unlawful for any owner, as shown by the records in the office of the County Auditor, or the taxpayer of record as shown by the records of the County Treasurer, of private or public premises, to maintain any weeds or grass growing thereon at a height of more than six inches or to permit such shrubbery or other vegetation to be overgrown.~~

~~—Subd. 2. Notice and Abatement.~~

~~— A. If any such owner or tenant fails to assume the primary responsibility described in Subd. 1. of this section, the city may send notice by mail advising the owner or tenant that compliance with Subd. 1. is required within 48 hours of receipt of the notice. The notice shall at a minimum advise the owner or tenant of the particular maintenance obligation not being performed, the time period in which the owner or tenant must perform the necessary maintenance, and that the failure to do so could result in the city causing the maintenance to be done with the expenses associated therewith becoming a lien upon the property. If the owner or tenant fails to do so within the 48-hour period the city may cause the work to be done upon expiration of the appropriate time period and the expenses thus incurred shall be a lien upon the real estate. The City Administrator shall certify to the County Auditor a statement of the amount of the cost incurred by the city. The amount, together with interest, shall be entered as a special assessment against the lot or parcel of land and be collected in the same manner as real estate taxes. If the owner of the property is unknown, the owner and owner's address is deemed to be that of the property's taxpayer's name and address as that information is maintained by the County Auditor's address.~~

~~— B. In the event that the city does remove the weeds or grass because of the failure of the owner or tenant to do so, the city shall notify the owner or tenant that the city shall not give any further additional notices to the owner or tenant, but may thereafter remove the weeds or grass after they have grown to a height in excess of six inches or may remove without further notice and charge the owner or tenant back for the removal.~~

~~— Subd. 3. Exception. Land that is enrolled in a conservation reserve program under 7 C.F.R. § 1410, as those regulations may be amended from time to time, or M.S. § 103F.515, as it may be amended from time to time, land that is subject to a conservation easement created pursuant to M.S. Ch. 84C, as it may be amended from time to time, or property that is zoned "A-O," Agricultural Open Space, shall be exempt from the weed and grass height restrictions or Subd. 1. However, a person owning or occupying any such land shall control or eradicate all noxious weeds on the land at a time and in a manner prescribed by applicable noxious weed control laws.~~

§ 10.35 [RESERVED]

SECTION 3. Effective Date. This Ordinance becomes effective from and after its passage.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 20th day of August, 2024

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
20th day of August 2024.

Notary Public

Introduction: **08/06/2024**
Posting: **08/09/2024**
Adopted:
Approval Published:



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

Meeting Date: August 20, 2024

AGENDA RECOMMENDATION

Agenda Item: Ordinance No. 93, Fourth Series – An Ordinance Granting a Franchise To Sweetman Sanitation, To Collect and Haul Residential Municipal Solid Waste Generated By Residential and Multi-Residential Units Located Within The City of Redwood Falls, Minnesota

Recommendation/Action Requested: The proposed ordinance was introduced at the August 6, 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: At the regular meeting of the City Council held on July 2, 2024, the Council heard public comment before selecting by motion and vote to award the five-year (September 23, 2024 – September 21, 2029), City of Redwood Falls Residential Solid Waste Vendor franchise agreement to Sweetman Sanitation. Staff has worked with Sweetman Sanitation on the development of Ordinance No. 93, Fourth Series.

State law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 93, Fourth Series is lengthy. 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. 45 of 2024 and Exhibit A, which contains the summary of Ordinance No. 93 for publication.

Attachments: Ordinance No. 93, Fourth Series

ORDINANCE NO. 93, FOURTH SERIES

AN ORDINANCE GRANTING A FRANCHISE TO SWEETMAN SANITATION, TO COLLECT AND HAUL RESIDENTIAL MUNICIPAL SOLID WASTE GENERATED BY RESIDENTIAL AND MULTI-RESIDENTIAL UNITS LOCATED WITHIN THE CITY OF REDWOOD FALLS, MINNESOTA.

THE CITY OF REDWOOD FALLS ORDAINS:

Section 1. Short Title. This Franchise Ordinance shall be known and cited as the “Sweetman Sanitation, Solid Waste Franchise Ordinance”.

Section 2. Purposes, Policy and Scope. It is declared to be the public policy of the City of Redwood Falls to regulate solid waste management to:

- i. Insure safe, efficient, economical and comprehensive solid waste service;
- ii. Eliminate overlapping service and thereby increase efficiency and decrease truck noise, street wear, energy waste, air pollution and public inconvenience;
- ii. Protect public health and the environment; and
- iv. Provide public service standards.

Section 3. Definitions. For purposes of this Franchise Ordinance, the terms used herein are intended to have the same meaning as used in Redwood Falls City Code § 3.20. In addition, unless a different meaning is required by the context, the following definitions shall have the meanings stated:

“Sweetman Sanitation” is Sweetman Sanitation, a Minnesota Corporation, its agents and employees, lawful successors, transferees or assigns.

“Effective Date” means the date on which the ordinance becomes effective under Section 4.3.

“Mixed Municipal Solid Waste” means, for purposes of this Franchise, garbage, refuse and other solid waste generated by Residential Customers, Multi-Residential Customers and City owned and operated facilities. “Mixed Municipal Solid Waste” does not mean, for purposes of this Franchise, garbage, refuse and other solid waste generated by commercial, industrial and other community activities.

“Multi-Residential Customer” means a Multi-Residential Unit located in the City which produces mixed municipal solid waste. “Multi-residential unit” shall mean permanent buildings containing three or more residential units including condominiums, apartment houses, mobile-home parks, travel trailer parks and recreational vehicle parks.

“**Notice**” shall mean a writing served by a party or parties on another party or parties. Notice to Sweetman Sanitation must be mailed to PO Box 81, Redwood Falls, Minnesota 56283. Notice to City must be mailed to City Administrator, City of Redwood Falls, P.O. Box 526, Redwood Falls, Minnesota 56283.

“**Residential Customer**” means a Residential Unit located in the City which produces mixed municipal solid waste. “Residential unit” shall mean a dwelling within the incorporated areas of the City occupied by a person or group of persons comprising not more than two families. A residential unit to which service must be rendered under the provisions of this Ordinance shall be either a single-family residential unit or a duplex residential unit.

“**Service**” means the collection, transportation and disposal of mixed municipal solid waste.

“**Volume-based rate**” is a mixed municipal solid waste collection and disposal charge based on the number of gallons or cubic yards and the weight of the mixed municipal solid waste.

Section 4. Grant of Franchise Authority and General Provisions.

4.1 **Grant of Franchise and Authority.** Subject to the terms and conditions contained herein, the City hereby grants to Sweetman Sanitation the exclusive right, privilege and franchise during the term of the franchise to collect and haul mixed municipal solid waste generated by Residential Customers located within the incorporated areas of the City and any area that may hereafter be annexed to the City and, for that purpose, to utilize the streets of the City, and to do all things reasonably necessary or customary to accomplish these purposes, subject to other applicable ordinances, permit requirements, and to the further provisions of this ordinance. Multi-Residential Customers may elect to have their mixed municipal solid waste collected and disposed of pursuant to the terms of this Franchise, or may contract with Sweetman Sanitation or any other refuse hauler licensed by the City of Redwood Falls and Redwood County to have their mixed municipal solid waste collected or disposed of in a manner provided by Redwood Falls City Code. Sweetman Sanitation does not receive exclusive franchise rights herein for the collection or disposal of solid waste which is not “mixed municipal solid waste” as defined herein.

4.2 **Franchise Term.** The rights, privileges and franchise herein granted shall begin on the Effective Date, and shall be considered as a continuing five (5) year franchise. Thereafter, the franchise may be renewed for an additional five (5) year term on such terms and conditions as may be mutually acceptable to the City and Sweetman Sanitation. Sweetman Sanitation must request the renewal 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. This franchise agreement may be amended by mutual consent of both parties from time to time during the Franchise Term. Nothing in this section restricts the City from suspending, modifying or revoking the franchise for cause pursuant to Section 9 of this Ordinance.

4.3 **Effective Date.** This franchise agreement is effective from and after its acceptance by Sweetman Sanitation or on September 29, 2024, whichever is earlier. Written acceptance by Sweetman Sanitation must be filed with the City Clerk within thirty (30) days after publication of

this Ordinance.

4.4 **Territorial Area Involved.** This franchise applies to any area within the corporate boundaries of the City, as it exists from time to time. In the event of annexation by the City, any new territory shall become part of the area covered, provided, however, in the event any Residential and Multi-Residential Customer located within any such annexed territory is a party to a written contractual agreement with some other waste hauler, the rights and privileges granted to Sweetman Sanitation by this franchise agreement shall not apply to such a customer until the expiration or termination of any such agreement. Notwithstanding the foregoing, the City hereby reserves the right to redefine the area for which this franchise is granted.

4.5 **Reservation of Rights.** Nothing contained in this franchise agreement shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the lawful excise of the police power, rights granted by statute, charter or city code, and the right of eminent domain by City.

4.6 **Additional Regulations.** City reserves the right to enforce such additional rules and regulations as may from time to time be deemed necessary to the protect the interest, safety, and welfare of the public in relation to the subject matter of this Franchise Ordinance.

4.7 **Publication Expense.** The expense of publication of this Franchise must be paid by Sweetman Sanitation.

Section 5. Conditions under which Franchise is Granted.

5.1 Sweetman Sanitation shall dispose of solid waste at the sanitary landfill site approved by Redwood County and comply with all applicable ordinances, laws, rules and regulations of the City of Redwood Falls, State of Minnesota and the United States of America.

5.2 Sweetman Sanitation shall provide and keep in force liability and other insurance in accordance with the following provisions:

A. **Commercial General Liability Insurance Policy:** Sweetman Sanitation 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:** Sweetman Sanitation 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 Sweetman Sanitation may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to

Sweetman Sanitation’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 Sweetman Sanitation 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 Sweetman Sanitation to fulfill this requirement. In the event Combined Single Limits Coverage is not secured by Sweetman Sanitation, 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: Sweetman Sanitation shall provide Workers’ Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Sweetman Sanitation 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. Sweetman Sanitation shall furnish the City with an original Certificate of Insurance listing the City as “Additional Insured” in all coverage areas except Worker’s Compensation. Sweetman Sanitation’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 Sweetman Sanitation’s performance under this Agreement.

Any insurance policy required under this section shall remain in full force and effect at all times relevant to this franchise agreement. Sweetman Sanitation shall file a current certificate of insurance with the City during the first full term of this agreement and for each term herein provided. 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. Failure to carry the required insurance shall be grounds for cancellation of this franchise agreement with the City.

5.3 Sweetman Sanitation shall obtain and maintain the required licensure pursuant to Redwood Falls City Code § 3.20, subd. 5.A.

5.4 Sweetman Sanitation shall provide sufficient collection vehicles, containers, facilities, personnel and finances to provide good service.

5.5 Sweetman Sanitation shall respond promptly and effectively to any complaint on service.

5.6 Sweetman Sanitation shall provide a performance bond in the amount of \$50,000.00 with a surety licensed to do business in the State of Minnesota conditioned upon the full and faithful performance of this franchise agreement.

5.7 Sweetman Sanitation shall maintain an accurate and complete log of Sweetman Sanitation's collection and transportation activities indicating the daily route of each vehicle, points of collection, times of collection, driver of the vehicle, and times of disposal of the solid waste, residential household garbage or recyclable material at the sanitary landfill or temporary transfer station. Sweetman Sanitation shall also maintain landfill receipts from equipment which carries exclusively mixed municipal solid waste from Redwood Falls. Sweetman Sanitation shall promptly make available to the City Administrator upon request said log information and landfill receipts. Sweetman Sanitation shall provide landfill receipts to the Redwood County Planning and Zoning Office.

5.8 Sweetman Sanitation shall not transfer this franchise in any way or any interest therein, or transfer any ownership interest in franchise, including but not limited to the transfer of franchisee stock to any other person without prior written approval of the City. A pledge of this franchise or any interest in franchisee or its stock as financial security shall be considered as a transfer for purposes of this section. The City may attach whatever conditions it deems necessary to any transfers.

Section 6. Collection Service Requirements.

6.1 Sweetman Sanitation shall collect residential municipal solid waste generated by Residential and Multi-Residential Units pursuant to this franchise agreement at least weekly. Hours of collection shall be between the hours 7:00 a.m. and 6:00 p.m.

6.2 Sweetman Sanitation shall notify the City Administrator at least fifteen (15) days prior to any proposed change in schedule of pickup.

6.3 Sweetman Sanitation will not be required to provide collection services on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day or other agreed upon federally observed holidays. If the schedule on file in the City Administrator's Office requires a collection on the above days, Sweetman Sanitation shall make the collection or pickup on the day following said holiday. Prior to January 1st of each year, Sweetman Sanitation shall provide an annual holiday collection schedule for use by City Staff.

6.4 In the event Sweetman Sanitation shall fail to make a solid waste pickup at any particular residence, as required, Sweetman Sanitation shall do so within 24 hours after notification by the resident or by the City.

6.5 Sweetman Sanitation 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 Sweetman Sanitation for services.

6.6 Sweetman Sanitation and the City shall use a count of 1,867 Residential Customers and Multi-Residential Customers as the initial number of customers being serviced. Each month the number of customers will be adjusted based on the number of customers actually serviced by Sweetman Sanitation. Sweetman Sanitation agrees to discontinue service to a Residential Customer or Multi-Residential Customer on a temporary basis if the Customer will not reside in the residence

for a period of more than 30 days.

Section 7. Consideration.

As additional consideration for the rights, privileges, and franchise granted herein, Sweetman Sanitation shall provide service as necessary for the collection and disposal of solid waste from all City owned and operated facilities, properties, parks and street containers, at no extra cost to the City. 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, Animal Shelter and City Shop. Sweetman Sanitation shall provide extra dumpsters and solid waste collection for the City’s annual community festivals and City owned construction projects at no extra charge. For City construction projects, Sweetman Sanitation shall collect a maximum of 150 yards of solid waste per year without charge to the City.

Section 8. Rates.

Any changes to the rate schedule from the Franchise Holder will require a (60) day written notice and action by the City Council. Unless and until otherwise changed by the direction of the city council, the rates for services rendered under this ordinance shall be as follows:

8.1 **Basic service fees.** Sweetman Sanitation will make available to Residential Customers and Multi-Residential Customers carts to be used for collection and disposal of mixed municipal solid waste. These carts will remain the property of Sweetman Sanitation but will be distributed to Customers without cost. The carts shall be in three different sizes: 35-gallon, 64-gallon and 96 gallon. Customers will be able to choose which size best serves their individual needs. Once the carts are delivered to Customers, Sweetman Sanitation shall charge each Residential and Multi-Residential Customer the following:

Service Level	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
35-Gallon	\$8.50	\$8.71	\$8.93	\$9.15	\$9.38
64-Gallon	\$11.00	\$11.28	\$11.56	\$11.85	\$12.14
96-Gallon	\$13.00	\$13.33	\$13.66	\$14.00	\$14.35
Valet Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 nd Cart of equal or smaller size	\$7.50	\$7.69	\$7.88	\$8.08	\$8.28
Overflow tags	\$3.00	\$3.08	\$3.15	\$3.23	\$3.31

The rate changes described in this paragraph shall become effective on the first day of the billing cycle which occurs after September 29 of each year this franchise agreement is in effect. The City shall assume the responsibility of billing and collecting said fees. The City will remit the resulting balance to Sweetman Sanitation within thirty (30) days.

8.2 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.

8.3 **Failure to Pay.** In the event that any Residential and Multi-Residential Customer fails to pay the City the basic service fees described in Section 8.1 or 8.2, the City shall notify Sweetman Sanitation and service to that customer shall be terminated. Sweetman Sanitation agrees to cooperate with the City in prosecution of its mandatory pickup ordinance. The basic service fees to be charged by Sweetman Sanitation may be changed only by the City Council when deemed necessary or expedient. Sweetman Sanitation shall submit any proposed fee changes to the City Administrator for transmittal to the City at least sixty (60) days prior to the proposed effective date of the fee changes.

Section 9. Termination or Suspension.

The City Council may terminate or suspend upon notice and hearing this franchise for any of the following reasons:

9.1 Loss of the Sweetman Sanitation's license to operate as a solid waste collector;

9.2 Failure of Sweetman Sanitation to render prompt and effective service to persons within its service area;

9.3 Failure of Sweetman Sanitation to comply with any provision of this Franchise, Redwood Falls City Code § 3.20, or any applicable laws, rules and regulations of the State of Minnesota and the United States of America; or

9.4 Failure of Sweetman Sanitation to comply with any provision of the Redwood County Solid Waste Plan.

Section 10. Defense and Indemnification.

10.1 **Terms.** Sweetman Sanitation will defend, indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property caused during the performance of the rights, privileges and franchise herein granted.

10.2 **Litigation.** If a suit is brought against the City under circumstances where the agreement in this Section 10 to indemnify applies, Sweetman Sanitation at its sole cost and expense will defend the City in such suit if Notice thereof is promptly given to Sweetman Sanitation within a reasonable period. If Sweetman Sanitation is required to indemnify and defend, it will thereafter have control of such litigation, but Sweetman Sanitation may not settle such litigation without the consent of the City, which consent will not be unreasonably withheld. This section is not as to third parties a waiver of any defense or immunity otherwise available to the City; and Sweetman Sanitation, in defending any action on behalf of the City is entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

Section 11. Limitation on Applicability.

This Ordinance constitutes a franchise agreement between the City and Sweetman Sanitation.

No provision of this franchise inures to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

Section 12. Previous Franchises Superseded.

This franchise supersedes and replaces any previous franchises granted to Sweetman Sanitation or its predecessors.

Section 13. Amendments.

This franchise agreement may be amended at any time by mutual consent of both parties. An amendatory Ordinance becomes effective upon the filing of Sweetman Sanitation's written consent thereto.

Section 14. Severability.

If any portion of this franchise agreement is found to be unenforceable for any reason, the validity of the remaining provisions will not be affected.

Section 15. Summary Approved.

The Council hereby determines that the text of the summary of this Ordinance prepared by Trenton Dammann, the City Attorney, marked "Official Summary of Ordinance No. 93, Fourth Series", a copy of which is attached hereto, clearly informs the public of the intent and effect of this Ordinance. The Council further determines that publication of the title and such summary will clearly inform the public of the intent and effect of the Ordinance.

Section 16. Posting and Filing.

The city clerk shall see that a copy of this ordinance is available for inspection by any person during regular office hours at the office of the City Clerk.

Section 17. Publication Period.

The City Clerk shall publish the title of this Ordinance and the Official Summary in the official newspaper with notice that a printed copy of the Ordinance is available for inspection by any person during regular office hours at the office of the City Clerk.

Section 18. Effective Date.

The effective date of this Franchise shall be the earlier of September 29, 2024, or the date of acceptance by Sweetman Sanitation in accordance with the provisions of Section 4.3.

Adopted by the Council this _____ day of _____, 2024.

Tom Quackenbush
Mayor

Attest:

Keith Muetzel
City Administrator

ACCEPTED: This Franchise is accepted and Sweetman Sanitation agrees to be bound by its terms and conditions.

Sweetman Sanitation

Dated: _____

By: _____
Raymond Sweetman
Its Chief Executive Officer

Introduction: 08/06/2024
Posting: 08/09/2024
Adopted:
Approval Published:

AGENDA MEMO

Meeting Date: August 20, 2024

Agenda Item: Resolution No. 44 of 2024 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 92, Fourth Series, An Ordinance Amending The Redwood Falls City Code of Ordinances §10.35 and §11.15, Subd. 4 Pertaining to Grass, Weeds, and Other Vegetation.

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 and Minn. Stat. § 412.191.

Summary/Overview: State law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 92, Fourth Series is lengthy. 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. 44 of 2024 and Exhibit A, which contains the summary of Ordinance No. 92 for publication. Both documents are attached

Attachment: Resolution No. 44 of 2024
Exhibit A – Summary Publication

RESOLUTION NO. 44 OF 2024

A RESOLUTION OF THE CITY OF REDWOOD FALLS PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 92, FOURTH SERIES, AN ORDINANCE AMENDING THE REDWOOD FALLS CODE OF ORDINANCES § 10.35 AND § 11.15, SUBD. 4 PERTAINING TO GRASS, WEEDS, AND OTHER VEGETATION

WHEREAS, on August 20, 2024, at the regular Redwood Falls City Council meeting, by majority vote, the City Council adopted Ordinance No. 92, Fourth Series, An Ordinance Amending The Redwood Falls City Code of Ordinances §10.35 and §11.15, Subd. 4 Pertaining to Grass, Weeds, and Other Vegetation; and

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

WHEREAS, the Ordinance is lengthy; 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. 92, 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 20th day of August 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

ORDINANCE NO. 92, FOURTH SERIES

The following is the official summary of Ordinance No. 92, Fourth Series, Titled “An Ordinance Amending The Redwood Falls City Code of Ordinances § 10.35 and § 11.15, Subd. 4 Pertaining to Grass, Weeds, and Other Vegetation,” for the City of Redwood Falls.

Approved by the City Council of the City of Redwood Falls on August 20, 2024. Ordinance No. 92, Fourth Series amends Redwood Falls City Code of Ordinances § 10.35 and § 11.15, subd. 4, regulating grass, weeds, and other vegetation to make the City’s Code of Ordinances consistent with the changes to Minnesota Statute, specifically Minn. Stat. § 412.925 allowing for the installation and maintenance of managed natural landscapes, but continues to regulate vegetation within the City in order to avoid the creation of public nuisances and proliferation of noxious weeds.

Pursuant to the amendments, it is unlawful for any owner, occupant or agent of any lot or parcel of land in the city to allow any noxious weeds as defined in Minn. Stat. §§ 18.77 and 21.72 or grass growing upon any such lot or parcel of land to grow to a height greater than eight (8) inches.

The notification period for a new violation will be increased from 48 hours to 7 days.

The following areas and types of vegetation are exempted from this subdivision if managed in a manner so as not to become infested with weeds or to create a stagnant, foul-smelling condition: non-noxious weeds and grass vegetation in wetland areas or within fifty (50) feet of designated storm water ponds, natural or altered creeks, rivers and stream corridors, including riparian buffer strips, that convey water; non-noxious weed and grass vegetation growing on land that has been agriculturally zoned land as “A-O,” or has a history of being used as agricultural land, including pastures, which are fenced and contain animals; temporary erosion control grasses; Managed Natural Landscapes as defined in Minn. Stat. § 412.925, as it may be amended from time to time, that do not contain noxious weed growth and that include the cultivation of native grasses indigenous to Minnesota; grass and non-noxious weed vegetation in publicly owned parks designated as natural preserves or private property so designated by the City Council or natural undisturbed areas where the land and vegetation appear not to have been graded, landscaped or otherwise disturbed by human or mechanical means in recent time; grass and non-noxious weed vegetation on natural or altered slopes steeper than 2:1; ornamental grasses; natural wood lots; land that is enrolled in a conservation reserve program under 7 C.F.R. § 1410, as those regulations may be amended from time to time, or M.S. § 103F.515, as it may be amended from time to time; land that is enrolled in a conservation reserve program under 7 C.F.R. § 1410, as those regulations may be amended from time to time, or M.S. § 103F.515, as it may be amended from time to time; land that is subject to a conservation easement created pursuant to M.S. Chapter 84C, as it may be amended from time to time; and/or land that is subject to overlay districts of Floodplain, Wetland, Airport and Shoreland as established by the

Redwood Falls Unified Development Ordinance, Chapter 14 of City Code, as it may be amended from time to time. The listed exemptions are subject to restrictions as written in the full ordinance.

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 presentation for second reading pursuant to Chapter 4 of the City Charter.

Passed and Adopted by the Redwood Falls City Council August 20, 2024.

Tom Quackenbush
Mayor

Attest:

Keith Muetzel
City Administrator

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

Notary Public

(City Seal)



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

tdammann@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: August 20, 2024

Agenda Item: Resolution No. 45 of 2024 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 93, Fourth Series, An Ordinance Granting a Franchise to Sweetman Sanitation to Collect and Haul Residential Municipal Solid Waste Generated by Residential and Multi-Residential Units Located Within the City of Redwood Falls, Minnesota.

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 and Minn. Stat. § 412.191.

Summary/Overview: State law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 93, Fourth Series is lengthy. 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. 45 of 2024 and Exhibit A, which contains the summary of Ordinance No. 93 for publication. Both documents are attached

Attachment: Resolution No. 45 of 2024
Exhibit A – Summary Publication

RESOLUTION NO. 45 OF 2024

A RESOLUTION OF THE CITY OF REDWOOD FALLS PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 93, FOURTH SERIES, AN ORDINANCE GRANTING A FRANCHISE TO SWEETMAN SANITATION TO COLLECT AND HAUL RESIDENTIAL MUNICIPAL SOLID WASTE GENERATED BY RESIDENTIAL AND MULTI-RESIDENTIAL UNITS LOCATED WITHIN THE CITY OF REDWOOD FALLS, MINNESOTA

WHEREAS, on August 20, 2024, at the regular Redwood Falls City Council meeting, by majority vote, the City Council adopted Ordinance No. 93, Fourth Series, An Ordinance Granting a Franchise to Sweetman Sanitation to Collect and Haul Residential Municipal Solid Waste Generated by Residential and Multi-Residential Units Located Within the City of Redwood Falls, Minnesota; 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.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA, that the City Administrator shall cause Ordinance No. 93, 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 20th day of August 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

ORDINANCE NO. 93, FOURTH SERIES

The following is the official summary of Ordinance No. 93, Fourth Series, Titled “An Ordinance Granting a Franchise to Sweetman Sanitation to Collect and Haul Residential Municipal Solid Waste Generated by Residential and Multi-Residential Units Located Within the City of Redwood Falls, Minnesota,” approved by the City Council of the City of Redwood Falls on August 20, 2024. Ordinance No. 93, Fourth Series grants the franchise to Sweetman Sanitation to collect and haul mixed municipal solid waste generated by Residential and Multi-Residential Units located within the incorporated areas of the City and any area that may hereafter be annexed to the City and, for that purpose, to utilize the streets of the City, and to do all things reasonably necessary or customary to accomplish these purposes, subject to other applicable ordinances, permit requirements, and to the further provisions of the ordinance.

“Multi-Residential Customer” means a Multi-Residential Unit located in the City which produces mixed municipal solid waste. The term "Multi-Residential Unit" is defined by City Code § 3.20, Subd. 2.P.

"Residential Customer" means a Residential Unit located in the City which produces mixed municipal solid waste. The term “Residential Unit” is defined by City Code § 3.20, Subd. 2.V.

The granted franchise is for a term of five (5) years and is renewable for an additional five (5) year term on such terms and conditions as may be mutually acceptable to the City and Sweetman Sanitation.

The franchise shall become effective from and after its acceptance by Sweetman Sanitation or on September 29, 2024, whichever is earlier. Written acceptance by Sweetman Sanitation must be filed with the City Clerk within thirty (30) days after publication of the Ordinance.

The franchise applies to any area within the City limits. In the event of annexation, the annexed territory shall become part of the area covered, provided, however, in the event any Residential and Multi-Residential Customer located within any such annexed territory is a party to a written contractual agreement with some other waste hauler, that contract will be allowed to expire according to its terms before the customer must utilize Sweetman Sanitation.

Sweetman Sanitation will make available to Residential and Multi-Residential Customers new carts to be used for collection and disposal of mixed municipal solid waste. Sweetman Sanitation shall charge each Residential and Multi-Residential Customer the following:

Service Level	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
35-Gallon	\$8.50	\$8.71	\$8.93	\$9.15	\$9.38

64-Gallon	\$11.00	\$11.28	\$11.56	\$11.85	\$12.14
96-Gallon	\$13.00	\$13.33	\$13.66	\$14.00	\$14.35
Valet Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 nd Cart of equal or smaller size	\$7.50	\$7.69	\$7.88	\$8.08	\$8.28
Overflow Tags	\$3.00	\$3.08	\$3.15	\$3.23	\$3.31

The rate changes described in this paragraph shall become effective on the first day of the billing cycle which occurs after September 29 of each year this franchise agreement is in effect. The City shall assume the responsibility of billing and collecting said fees. The basic service fees to be charged by Sweetman Sanitation may be changed only by the City Council when deemed necessary or expedient. Sweetman Sanitation shall submit any proposed fee changes to the City Administrator for transmittal to the City at least sixty (60) days prior to the proposed effective date of the fee changes.

The City Council may terminate or suspend the franchise for certain specified reasons including the failure of Sweetman Sanitation to render prompt and effective service.

This ordinance was enacted after presentation for second reading pursuant to Chapter 4 of the City Charter.

A printed copy of the full Ordinance is available for inspection by any person 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>.

Passed and Adopted by the Redwood Falls City Council August 20, 2024.

Tom Quackenbush
Mayor

Attest:

Keith Muetzel
City Administrator

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

Notary Public

(City Seal)

Meeting Date: August 20, 2024

AGENDA RECOMMENDATION

Agenda Item: Seeking Approval on the proposed Policy Governing Fire Department Fingerprint-Based Criminal History Record Information (CHRI) Checks Made for Non-Criminal Justice Purposes

Recommendation/Action Requested: Staff recommends approval for the proposed Policy Governing Fire Department Fingerprint-Based Criminal History Record Information (CHRI) Checks Made for Non-Criminal Justice Purposes to be included in the City of Redwood Falls Background Screen Policy.

Summary/Overview: The attached document is newly developed for the City of Redwood Falls Fire Department. This policy closely resembles the template provided by the BCA.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for Fire Department employment purposes. Where such checks are allowable by law, the practices and procedures of the policy will be followed when doing BCA background checks for Firefighters.

Attachments: Policy Governing Fire Department Fingerprint-Based Criminal History Record Information (CHRI) Checks Made for Non-Criminal Justice Purposes to be included in the City of Redwood Falls Background Screen Policy.

REDWOOD FALLS FIRE DEPARTMENT
POLICY GOVERNING
FINGERPRINT-BASED CRIMINAL HISTORY RECORD INFORMATION (CHRI) CHECKS
MADE FOR NON-CRIMINAL JUSTICE PURPOSES

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

I. Requesting CHRI checks

Fingerprint-based CHRI checks will only be conducted as authorized by the FBI and Minnesota Bureau of Criminal Apprehension (BCA), in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

The Redwood Falls Fire Department has the authority, under Minnesota Statutes § 299F.035, to conduct fingerprint-based criminal history background checks for employment applicants who have lived in Minnesota for less than five years, or on the request of the fire chief. After the initial determination for employment or licensing is made, CHRI shall not be reused for any other purpose.

II. Access to CHRI

All CHRI is subject to strict state and federal rules and regulations. CHRI cannot be shared with other entities for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the BCA and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Furthermore, an entity can be charged with federal and state crimes for the willful, unauthorized disclosure of CHRI.

III. Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/ or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent FBI security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage and destruction of CHRI.

IV. Retention of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes only:

- Historical reference and/or comparison with future CHRI requests
- Dispute of the accuracy of the record
- Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in:

- Hard copy form in personnel files located in a locked filing cabinet located in the locked filing room
 - CHRI will be retained for a minimum of three (3) years. At the end of this term, the CHRI will be disposed of according to the Disposal of Physical Media policy.
 - To meet audit timeline requirements.

V. CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the Redwood Falls Fire Department will review and become familiar with the educational and relevant training materials regarding CHRI laws and regulations made available by the appropriate agencies.

In addition to the above, all personnel authorized to receive and/or review CHRI must undergo Security Awareness Training on an annual basis. This training will be accomplished using the training materials made available by the BCA.

VI. Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the Redwood Falls Fire Department will take the following steps prior to making a final adverse determination:

- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and

- Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time to correct or complete the CHRI.

VII. Point of Contact and Authorized Recipient Security Officer

Each Non-Criminal Justice Agency (NCJA) receiving CHRI is required to designate a Point of Contact (POC) and an Authorized Recipient Security Officer (ARSO). An individual designated as the POC and the ARSO is:

- An individual who will be considered part of the NCJA's "authorized personnel" group.
- An individual that has completed a fingerprint-based background check and found appropriate to have access to CHRI.
- An employee directly involved in evaluating an individual's qualifications for employment or assignment.

The Redwood Falls Fire Department POC is Fire Chief, Joseph Probst. The POC is responsible for the following:

- Being the main point of contact between the Redwood Falls Fire Department and the MN BCA who will function as a liaison between MN BCA Training and Auditing.
- Maintaining knowledge of the Redwood Falls Fire Department retrieval, dissemination, storage and destruction of CHRI.
- Ensuring that CHRI is only used for authorized purposes, that all safeguards in place are followed and that CHRI is not being improperly disseminated.
- Maintaining a list of personnel who are authorized to access CHRI.

The Redwood Falls Fire Department ARSO is Rachel Viergutz. The ARSO is responsible for the following:

- Identifying who is using or accessing CHRI and/or systems with access to CHRI.
- Ensuring that personnel security screening procedures are being followed as stated in this policy.
- Ensuring the approved and appropriate security measures are in place and working as expected.

When changes in the POC and ARSO occur, the Redwood Falls Fire Department shall complete and return a new agreement and a Non-Criminal Justice Agency Point of Contact Notification form. The most current copy of the agreements will be maintained on file indefinitely by the Redwood Falls Fire Department.

XI. Media Protection

All media containing CHRI is to be protected and secured at all times. The following is established and to be implemented to ensure the appropriate security, handling, transporting, and storing of CHRI media in all its forms.

Media Storage and Access

Physical CHRI media shall be securely stored within physically secured locations or controlled areas. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual.

Physical CHRI media:

- Is to be stored within employee records when feasible or by itself when necessary.
- Is to be maintained within a lockable filing cabinet, drawer, closet, office, safe, vault, or other secure container.

Disposal of Physical Media

Once physical CHRI media (paper/hard copies) is determined to be no longer needed by the Redwood Falls Fire Department, it shall be destroyed and disposed of appropriately. Physical CHRI media shall be destroyed by shredding, cross-cut shredding, or incineration. The Redwood Falls Fire Department will ensure such destruction is witnessed or carried out by authorized personnel:

- The POC shall conduct disposal and the ARSO shall witness.
- Cross-cut shredding will be the method of destruction used by the Redwood Falls Fire Department.
- This will occur after the minimum retention period has been met.

X. Incident and Disciplinary Response

Access to, and dissemination of, CHRI is governed by state and federal laws. The security of information and systems in general, and of CHRI in particular, is a top priority for the Redwood Falls Fire Department. Therefore, we have established appropriate operational incident handling procedures for instances of an information security breach. It is each individual's responsibility to adhere to established security guidelines and policies and to be attentive to situations and incidents which pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to

minimize any breach of security or loss of information. The following security incident handling procedures must be followed by each individual:

- All incidents will be reported directly to the ARSO.
- If any records were stolen, the incident will also be reported to appropriate authorities.
- Once the cause of the breach has been determined, disciplinary measures will be taken in accordance with the disciplinary policy.

In addition to the above, the ARSO shall report all security-related incidents to the BCA within 24 hours.

All agency personnel with access to FBI and/or BCA CHRI have a duty to protect the system and related systems from physical and environmental damage and are responsible for correct use, operation, care and maintenance of the information. All existing laws and City of Redwood Falls regulations and policies apply, including those that may apply to personal conduct. Misuse or failure to secure any information resources may result in temporary or permanent restriction of all privileges up to employment termination.

AGENDA MEMO

Meeting Date: August 20, 2024

Agenda Item: Resolution No. 46 of 2024 – A Resolution of the City of Redwood Falls Providing for Authorization Approving Sale of Real Property Located at 803 S Washington Street and 206 E Broadway St.

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

Summary/Overview: On August 12, 2024, the Redwood Falls Port Authority held a public hearing on the sale of the property located at 803 S. Washington Street and 206 E Broadway Street to Mike and Linda U'ren, whose proposal includes plans to construct a single-family home on the property. After the hearing, the Port Authority found that the proposal was in the best interests of the district and its people, and that the transaction furthered the general plan of Port Authority improvement. The Port Authority authorized executing and closing on the approved purchase agreement.

Pursuant to Minn. Stat. § 462.356, subd. 2, when a City has a comprehensive municipal plan and a planning commission, the statute requires that no publicly owned interest in real property within the municipality be disposed of, until after the planning commission has reviewed the proposed disposal and reported in writing to the City Council its findings as to compliance of the proposed disposal with the comprehensive municipal plan.

However, a City Council may, by resolution adopted by two-thirds vote dispense with the requirements of that subdivision when in its judgment it finds that the proposed disposal of real property has no relationship to the comprehensive municipal plan. Given the need to close the purchase agreement in a timely manner, Staff is recommending that Council adopt the proposed resolution to approve the sale and dispense with any requirements found in Minn. Stat. § 462.356, subd. 2.

Attachment: Resolution No. 46 of 2024

RESOLUTION NO. 46 OF 2024

**AUTHORIZATION APPROVING SALE OF REAL PROPERTY
LOCATED AT 803 S WASHINGTON STREET AND 206 E BROADWAY STREET**

WHEREAS, pursuant to Minn. Stat. § 469.065 and Resolution No. 30 of 1988, on August 12, 2024, the Redwood Falls Port Authority (the “**Port Authority**”) held a public hearing on the sale of certain property located at 803 S Washington Street and 206 E Broadway Street, Redwood Falls, MN, legally described in Exhibit “A” (the “**Property**”); and

WHEREAS, at the hearing the Port Authority reviewed the proposed purchase agreement with Michael and Linda U’Ren, (the “**Developer**”) for the Property and found that the proposal was in the best interests of the district and its people, and that the transaction furthered the general plan of Port Authority improvement; and

WHEREAS, Developer plans to construct a new single-family home on the Property; and

WHEREAS, a purchase agreement between the Port Authority and Developer was finalized on August 13, 2024; and

WHEREAS, given the Port Authority’s review of the Developer’s proposed purchase and approval of the sale of the Property to Developer, the Redwood Falls City Council finds that the proposed sale/disposal of the Property has no relationship to any current comprehensive municipal plan.

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

1. The Redwood Falls Port Authority is authorized to execute and close on the purchase agreement with Developer.
2. The requirements of Minn. Stat. § 462.356, subd. 2. are hereby dispensed with regarding the sale/disposal of the Property.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 20th day of August 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
_____ day of _____, 2024.

Notary Public

Exhibit "A"

Legal Description

Lots Five (5) and Six (6), in Block Nine (9) of Hitchcock's Second Addition to the City of Redwood Falls, according to the recorded plat thereof.



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

AGENDA MEMO

Meeting Date: August 20, 2024

Agenda Item: Resolution No. 47 of 2024 – Resolution Accepting the Offer of the Minnesota Public Facilities Authority to Purchase General Obligation Sewer Revenue Note of 2024A, Providing for its Issuance, and Authorizing Execution of a Bond Purchase and Project Loan Agreement with Point Source Implementation Grant.

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

Summary/Overview: On April 16, 2024, Council awarded the bid for the Wastewater Treatment Facility Improvements project. The total overall cost of the project including nonconstruction costs is \$9,450,010. The project's planned funding source included a Point Source Implementation Grant (PSIG) as well as a low interest loan through the Minnesota Public Facilities Authority (PFA).

Resolution No. 47 of 2024 formally authorizes the loan from PFA in the amount of up to \$2,731,873 at an interest rate of 2.044% over a twenty-year term. In addition to the loan, the resolution authorizes the grant of up to \$6,718,137 from the Point Source Implementation Grant Program.

Attachments: Minnesota Public Facilities Authority Notice of Approved Project Financing
Resolution No. 47 of 2024

mn MINNESOTA
PUBLIC FACILITIES AUTHORITY

August 9, 2024

The Honorable Tom Quackenbush
Mayor, City of Redwood Falls
333 S. Washington St. PO Box 526
Redwood Falls, MN 56283-0526

Dear Mayor Quackenbush:

I am pleased to inform you that the Minnesota Public Facilities Authority (PFA) approved project financing for the City of Redwood Falls on July 19, 2024. The project consists of rehabilitation of the wastewater treatment plant, including upgrades to reduce the discharge of phosphorus. PFA's financing is as follows:

Point Source Implementation-Grant	\$6,718,137
Clean Water SRF-Loan	<u>\$2,731,873</u>
	\$9,450,010

In addition to the grant dollars awarded, we conservatively estimate that the PFA loan (20 years at 2.044%) will save local taxpayers approximately \$315,498 in interest costs compared to market rate financing.

We congratulate the City of Redwood Falls for its successful application and its financial commitment to improve its wastewater infrastructure.

The financial assistance contract will be sent to you shortly. Loan disbursements are contingent upon our receipt of the City of Redwood Falls's general obligation bond and related documents.

If you have any questions about this project financing or about the PFA's programs in general, please feel free to contact Jeff Freeman, Executive Director at 651/259-7465.

Regards,



Matt Varilek, Chair
MN Public Facilities Authority

C: Rep. Paul Torkelson
Sen. Gary H. Dahms

Minnesota Public Facilities Authority

1st National Bank Building • 332 Minnesota St. • Suite W820 • Saint Paul, MN 55101-1378 • USA
651-259-7469 • 800-657-3858 TOLL FREE • 651-296-8833 FAX • mn.gov/pfa

EXTRACT OF MINUTES OF A MEETING
CITY COUNCIL OF THE
CITY OF REDWOOD FALLS, MINNESOTA

HELD: AUGUST 20, 2024

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Redwood Falls, Redwood County, Minnesota, was duly held at the city hall on August 20, 2024, at 5:00 P.M., for the purpose in part of awarding the sale of a \$2,731,873 General Obligation Sewer Revenue Note of 2024A.

The following members were present: _____

and the following were absent: _____

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 47

RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES
AUTHORITY TO PURCHASE A \$2,731,873 GENERAL OBLIGATION SEWER REVENUE
NOTE OF 2024A, PROVIDING FOR ITS ISSUANCE AND AUTHORIZING EXECUTION
OF A BOND PURCHASE AND PROJECT LOAN AGREEMENT WITH POINT SOURCE
IMPLEMENTATION GRANT

A. WHEREAS, the City Council (the "City Council") of the City of Redwood Falls, Minnesota (the "City"), has heretofore applied for a loan from the Minnesota Public Facilities Authority (the "PFA") to provide financing pursuant to Minnesota Statutes, Chapters 475 and Sections 115.46 and 444.075, for the rehabilitation of the wastewater treatment plant, including upgrades to reduce the discharge of phosphorus, as detailed in the Minnesota Pollution Control Agency's certification dated, June 30, 2024 (the "Project"); and

B. WHEREAS, the PFA is authorized pursuant to Minnesota Statutes, Chapter 446A, as amended, to issue its bonds (the "PFA Bonds") and to use the proceeds thereof, together with certain other funds, to provide loans and other assistance to municipalities to fund eligible costs of construction of publicly owned clean water systems in accordance with the federal Safe Drinking Water Act and the federal Clean Water Act; and

C. WHEREAS, the City has applied for a loan from the PFA pursuant to such program and the PFA has committed to make a loan to the City in the principal amount of \$2,731,873, to be disbursed and repaid in accordance with the terms of a Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement with Point Source Implementation Grant, dated July 19, 2024 (the "PFA Loan Agreement"), a copy of which has been presented to the City Council and is on file with the City Administrator. In addition, PFA will be providing a Point Source Implementation Grant to the City in the amount of \$6,718,137 (the "Grant") to help finance the Project, pursuant to the PFA Loan Agreement (with respect to the Grant, the "Grant Agreement"); and

D. WHEREAS, the \$2,731,873 General Obligation Sewer Revenue Note of 2024A (the "Note") of the City is tax-exempt, and in addition the City will need to assure the tax-exemption of the PFA Bonds; and

E. WHEREAS, in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(4), the City is authorized to issue obligations to a board, department or agency of the State of Minnesota by negotiation and without advertisement for bids and the PFA is, and has represented that it is, a board, department or agency of the State of Minnesota; and

F. WHEREAS, the City owns and operates a municipal water system (the "Water System"), a municipal sanitary sewer system (the "Sanitary Sewer System"), and a municipal storm sewer system (the "Storm Sewer System", and together with the Water System and the Sanitary Sewer System, the "System"), as separate revenue producing public utilities; and

G. WHEREAS, the net revenues of the Water System and Sanitary Sewer System are pledged to the payment of the City's outstanding (i) "Water and Sewer Refunding Portion of the Prior Bonds" of General Obligation Refunding Bonds, Series 2014A, in the original principal amount of \$1,820,000, dated February 1, 2014; (ii) "Prior 2013C Bonds Refunding Portion of the Prior Bonds" of General Obligation Refunding Bonds, Series 2020B, in the original principal amount of \$854,000, dated October 1, 2020; and (iii) General Obligation Bonds, Series 2021A, in the original principal amount of \$2,860,000, dated May 6, 2021 (collectively, the "Outstanding Water and Sanitary Sewer Bonds"); and

H. WHEREAS, the net revenues of the System are pledged to the payment of the City's outstanding (i) "Utility Portion of the Bonds" of General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2022A, in the original principal amount of \$1,650,000, dated June 1, 2022, (ii) General Obligation Utility Revenue Bonds, Series 2022B, in the original principal amount of \$8,000,000, dated June 1, 2022, (iii) General Obligation Utility Revenue Bonds, Series 2023A, in the original principal amount of \$1,430,000, dated September 1, 2023 (collectively, the "Outstanding System Bonds"); and

I. WHEREAS, a contract or contracts for the Project have been made by the City with the approval of the PFA and all other state and federal agencies of which approval is required:

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

1. Acceptance of Offer; Payment. The offer of the PFA to purchase a \$2,731,873 General Obligation Sewer Revenue Note of 2024A of the City, at the rate of interest hereinafter set forth, and to pay therefor the sum of \$2,731,873 as provided below, is hereby accepted, and the sale of the Note is hereby awarded to the PFA. Payment for the Note shall be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the PFA Loan Agreement.

2. Title; Date; Denomination; Interest Rates; Maturities. The Note shall be a fully registered negotiable obligation, shall be titled "General Obligation Sewer Revenue Note of 2024A," shall be dated as of the date of delivery and shall be issued forthwith. The Note shall be

in the principal amount of \$2,731,873, or so much thereof as shall be disbursed pursuant to the PFA Loan Agreement, shall bear interest on so much of the principal amount of the Note as may be disbursed and remains unpaid until the principal amount of the Note has been paid or has been provided for, at the rate of 2.044% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing August 20, 2025. Interest starts accruing as of the date of the initial disbursement. Principal on the Note shall mature on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$52,873	2035	\$140,000
2026	117,000	2036	143,000
2027	119,000	2037	146,000
2028	122,000	2038	149,000
2029	124,000	2039	152,000
2030	127,000	2040	155,000
2031	129,000	2041	158,000
2032	132,000	2042	161,000
2033	135,000	2043	165,000
2034	137,000	2044	168,000

Interest shall accrue only on the aggregate amount of the Note which has been disbursed and is unpaid under the PFA Loan Agreement. The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of the Note has not been disbursed; provided that if the full principal amount of the Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Principal, interest and any premium due under the Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name the Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

Interest on the Note includes amounts treated by the PFA as service fees.

3. Purpose; Cost. The proceeds of the Note shall provide funds to finance construction of the Project. The total cost of the construction of the Project, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of net revenues pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Redemption. The Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the PFA, or mandatorily as provided in the PFA Loan Agreement.

5. Registration of Note. At the time of issuance and delivery of the Note, the officer of the City performing the functions of the treasurer (the "City Administrator") shall register the Note in the name of the payee in a note register which the City Administrator and the officer's successors in office shall maintain for the purpose of registering the ownership of the Note. The Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Note hereinafter set forth. Payment of principal installments and interest, whether upon redemption or otherwise, made with respect to the Note, may be made to the registered holder thereof or to the registered holder's legal representative, without presentation or surrender of the Note.

6. Form of Note. The Note, together with the Certificate of Registration attached thereto, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF REDWOOD
CITY OF REDWOOD FALLS

\$2,731,873 GENERAL OBLIGATION SEWER REVENUE NOTE OF 2024A

THE CITY OF REDWOOD FALLS, REDWOOD COUNTY, MINNESOTA (the "City"), certifies that it is indebted and for value received promises to pay to the Minnesota Public Facilities Authority or the registered assign, the principal sum of TWO MILLION SEVEN HUNDRED THIRTY ONE THOUSAND EIGHT HUNDRED SEVENTY THREE DOLLARS, or so much thereof as may have been disbursed, on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$52,873	2035	\$140,000
2026	117,000	2036	143,000
2027	119,000	2037	146,000
2028	122,000	2038	149,000
2029	124,000	2039	152,000
2030	127,000	2040	155,000
2031	129,000	2041	158,000
2032	132,000	2042	161,000
2033	135,000	2043	165,000
2034	137,000	2044	168,000

and to pay interest on so much of the principal amount of the debt as may be disbursed and remains unpaid until the principal amount hereof is paid or has been provided for, at the rate of 2.044% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest

on the Note is payable semi-annually on February 20 and August 20, commencing August 20, 2025. Interest starts accruing as of the date of the initial disbursement.

Principal and Interest Payments. Interest shall accrue only on the aggregate amount of this Note which has been disbursed under the Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement with Point Source Implementation Grant, dated as of July 19, 2024, by and between the City and the Minnesota Public Facilities Authority (the "PFA Loan Agreement"). The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of this Note has not been disbursed; provided that if the full principal amount of this Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Interest on this Note includes amounts treated by the Minnesota Public Facilities Authority as service fees. Principal, interest and any premium due under this Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name this Note is registered, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the Minnesota Public Facilities Authority, or mandatorily as provided in the PFA Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota for the purpose of providing money to finance the construction of improvements to the municipal sanitary sewer system (the "Sewer System") specifically for the purpose of providing money for the rehabilitation of the wastewater treatment plant, including upgrades to reduce the discharge of phosphorus as detailed in the Minnesota Pollution Control Agency's certification dated, June 30, 2024 (the "Project") and is payable out of the PFA Debt Service Account of the Sewer Fund of the City, to which account have been pledged net revenues of the Sewer System. This Note constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of said principal installments and interest when the same become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the City Administrator, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or the registered owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the City Administrator.

Fees Upon Transfer or Loss. The City Administrator may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Bond Purchase and Project Loan Agreement with Point Source Implementation Grant. The terms and conditions of the PFA Loan Agreement are incorporated herein by reference and made a part hereof. The PFA Loan Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than the Minnesota Public Facilities Authority.

Tax-Exempt Obligation. The City intends that the interest on this Note will be excluded from gross income for United States income tax purposes or from both gross income and taxable net income for State of Minnesota income tax purposes.

Qualified Tax-Exempt Obligation. This Note has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the City has covenanted and agreed with the holder of this Note that it will impose and collect charges for the service, use and availability of and connection to the Sewer System at the times and in amounts necessary to produce net revenues adequate to pay all principal and interest when due on this Note; that the City will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, for the years and in amounts sufficient to pay the installments of principal and interest on this Note as they respectively become due, if the net revenues from the Sewer System and any other revenues irrevocably appropriated to said PFA Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Redwood Falls, Redwood County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the manual signatures of its Mayor and of its City Administrator, and the corporate seal of the City having been intentionally omitted as permitted by law, all as of (DO NOT DATE), 2024.

CITY OF REDWOOD FALLS, REDWOOD
COUNTY, MINNESOTA

(DO NOT SIGN) _____

Mayor

(DO NOT SIGN) _____

City Administrator

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF CITY ADMINISTRATOR
(DO NOT DATE)	Minnesota Public Facilities Authority Saint Paul, Minnesota Federal Employer Identification No. 41-6007162	(DO NOT SIGN)

7. Execution. The Note shall be executed on behalf of the City by the electronic signatures or manual signatures of its Mayor and City Administrator; the seal of the City has been intentionally omitted as permitted by law. The electronic signature of the Mayor and/or the City Administrator to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. In the event of disability or resignation or other absence of either such officer, the Note may be signed by electronic signature or manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

8. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the City Administrator to the purchaser thereof prior to disbursements pursuant to the PFA Loan Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

9. Fund and Accounts. There has heretofore been created a separate fund in the City treasury designated the Sewer Fund (the "Fund"). The City Administrator and all municipal officials and employees concerned therewith shall maintain financial records of the receipts and disbursements of the Sewer System in accordance with the resolutions establishing the Fund. The Operation and Maintenance Account heretofore established by the City for the Sewer System shall continue to be maintained in the manner heretofore and herein provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution establishing the Operation and Maintenance Account shall constitute and are referred to as "net revenues" until the Note has been paid. There shall be maintained in the Fund the following accounts:

(a) A "PFA Construction Account", to which shall be credited all proceeds received from the sale of the Note. The Note shall be the only source of moneys credited to the PFA Construction Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the PFA Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. The moneys in the PFA Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such moneys shall only be expended for costs and expenses which are permitted under the PFA Loan Agreement. The PFA prohibits the use of proceeds of the Note to reimburse costs initially paid from proceeds of other obligations of the City unless otherwise specifically approved. Upon completion of the Project and the payment of the costs thereof, any surplus shall be transferred to the PFA Debt Service Account.

(b) A "PFA Debt Service Account", to which shall be irrevocably appropriated, pledged and credited: (1) net revenues of the Sewer System in an amount sufficient to pay the principal of, and interest on, the Note when due; (2) any collection of taxes which may hereafter be levied in the event the net revenues of the Sewer System herein pledged for the payment of the Note are insufficient therefor; (3) all investment earnings on moneys held in the PFA Debt Service Account; (4) any amounts transferred from the PFA Construction Account; and (5) any other moneys which are properly available and are appropriated by the City Council to the PFA Debt Service Account. The moneys in the PFA Debt Service Account shall be used only to pay or prepay the principal of, and interest on, the Note and any other general obligation bonds hereafter issued and made payable from the PFA Debt Service Account, and to pay any rebate due to the United States with respect to the PFA Bonds in connection with the Note.

No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued, and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Note or \$100,000. To this effect, any proceeds of the Note or any sums from time to time held in the PFA Construction Account, Operation and Maintenance Account or PFA Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the Note) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, moneys in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the "Code").

The City shall observe the covenants of paragraphs 17, 18 and 19 of this resolution and of Article 3 of the PFA Loan Agreement with regard to the Fund.

10. Coverage Test; Pledge of Net Revenues; Excess Revenues. It is hereby found, determined and declared that the net revenues of the Sewer System are sufficient in amount to pay when due the principal of and interest on the Bonds and a sum at least five percent in excess thereof. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of and interest on the Outstanding System Bonds and a sum at least five percent in excess thereof. It is hereby found, determined and declared that the net revenues of the Water System and Sanitary Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water and Sanitary Sewer Bonds and a sum at least five percent in excess thereof. The net revenues of the Sewer System are hereby pledged on a parity lien with the Outstanding System Bonds, and the Outstanding Water and Sanitary Sewer Bonds, and shall be applied for that purpose, but solely to the extent required to meet, together with other sums pledged, the principal and interest requirements of the Bonds as the same become due.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the Sewer System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that estimated net revenues of the Sewer System will be sufficient, in addition to all other sources, for the payment of the Note and such additional obligations, and any such pledge and appropriation of net revenues may be made superior or subordinate to, or on a parity with, the pledge and appropriation herein. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

11. Pledge to Produce Revenues. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability of and connection to the Sewer System at the times and in the amounts required to produce net revenues adequate to pay, together with other pledged sums, all principal and interest when due on the Note. However, nothing herein shall preclude the City from levying taxes for the payment of the Note as permitted by Minnesota Statutes, Section 115.46.

12. General Obligation Pledge. The full faith, credit and taxing powers of the City shall be, and are hereby, irrevocably pledged for the prompt and full payment of the principal and interest on the Note as the same respectively become due. If the net revenues of the Sewer System appropriated and pledged to the payment of principal and interest on the Note, together with other funds irrevocably appropriated to the PFA Debt Service Account, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as they become due. If the balance in the PFA Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other obligations payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed, with or without interest, from the PFA Debt Service Account when a sufficient balance is available therein.

13. Certificate of Registration. The City Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Redwood County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Note has been entered in the County Auditor's Bond Register.

14. Bond Purchase and Project Loan Agreement with Point Source Implementation Grant. The PFA Loan Agreement is hereby approved in substantially the form presented to the City Council, and in the form executed by electronic signatures or manual signatures is hereby incorporated by reference and made a part of this resolution. The electronic signature of the Mayor and/or the City Administrator to this PFA Loan Agreement and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent

via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. Each and all of the provisions of this resolution relating to the Note are intended to be consistent with the provisions of the PFA Loan Agreement, and to the extent that any provision in the PFA Loan Agreement is in conflict with this resolution as it relates to the Note, that provision shall control and this resolution shall be deemed accordingly modified. The City's execution and delivery of the PFA Loan Agreement by the Mayor and City Administrator is hereby approved, ratified and authorized. The execution of the PFA Loan Agreement by the appropriate officers shall be conclusive evidence of the approval of the PFA Loan Agreement in accordance with the terms hereof. The PFA Loan Agreement may be attached to the Note, and shall be attached to the Note if the holder of the Note is any person other than the PFA.

15. Point Source Implementation Grant. In addition to the Note, if an Event of Default occurs under Section 9.1 of the PFA Loan Agreement, the City is obligated to repay the Grant in accordance with Section 9.2 of the PFA Loan Agreement. Notwithstanding any provision to the contrary in the PFA Loan Agreement, the Grant repayment is payable solely from legally available funds and is a special, limited revenue obligation and not a general obligation of the City. Neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the Grant.

16. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

17. Negative Covenants as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Note to be a "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that no actions will be taken over the term of the Note that would cause it to be a private activity bond, and the average term of the Note is not longer than reasonably necessary for the governmental purpose of the issue. The City hereby covenants not to use the proceeds of the Note in such a manner as to cause the Note to be a "hedge bond" within the meaning of Section 149(g) of the Code.

The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangement for the cost of the Project, in such a manner as to cause the PFA Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that it will take no actions over the term of the Note that would cause the PFA Bonds to be private activity bonds, and the average term of the Note is not longer than reasonably necessary for its governmental purpose.

18. Tax-Exempt Status of the Note; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the Note, and (c) the rebate of excess investment earnings to the United States if the Note (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceeds the small-issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (a) the Note is issued by a governmental unit with general taxing powers, (b) the Note is not a private activity bond, (c) ninety-five percent or more of the net proceeds of the Note are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City), and (d) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Note is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

19. Tax-Exempt Status of the PFA Bonds; Rebate. The City with respect to the Note shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the PFA Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the PFA Bonds, and (c) the rebate of excess investment earnings to the United States. The City covenants and agrees with the PFA and holders of the Note that the investments of proceeds of the Note, including the investment of any revenues pledged to the Note which are considered gross proceeds of the PFA Bonds under the applicable regulations, and accumulated sinking funds, if any, shall be limited as to amount and yield in such manner that the PFA Bonds shall not be arbitrage bonds within the meaning of Section 148 of the Code and any regulations thereunder. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City hereby certifies that it is not expected that the proceeds of the Note will be used in such manner as to cause the PFA Bonds to be arbitrage bonds under Section 148 of the Code and any regulations thereunder. The Mayor and City Administrator shall furnish a certificate to the PFA embracing or based on the foregoing certification at the time of delivery of the Note to the PFA. The proceeds of the Note will likewise be used in such manner that the Note is not a private activity bond under Section 103(b) of the Code.

20. Designation of Qualified Tax-Exempt Obligation. In order to qualify the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Note is issued after August 7, 1986;
- (b) the Note is not a "private activity bond" as defined in Section 141 of the Code;

(c) the City hereby designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2024 will not exceed \$10,000,000;

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2024 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Note does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

21. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Note, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar preliminary costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Note, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Note.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Note or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Note, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of note proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Note is issued, shall be treated as made on the day the Note is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Note stating in effect that such action will not impair the tax-exempt status of the Note.

22. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

23. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 20th day of August 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
20th day of August 2024.

Notary Public

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: _____

and the following voted against the same: _____

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF REDWOOD
CITY OF REDWOOD FALLS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Redwood Falls, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to the \$2,731,873 General Obligation Sewer Revenue Note of 2024A.

WITNESS my hand and the City's seal on August 20, 2024.

City Administrator

(SEAL)



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

kmuettel@ci.redwood-falls.mn.us

Meeting Date: August 20, 2024

AGENDA RECOMMENDATION

Agenda Item: Red Skye Lofts Property Assessed Clean Energy (PACE) Assessment – Resolution #48

Recommendation/Action Requested: Read the 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: On June 4, 2024, the City Council approved a Joint Powers Agreement to participate in the Minnesota Property Assessed Clean Energy Program (PACE). The PACE program provides developers with energy efficiency loan funds that are repaid solely from special assessments levied by the City against the benefiting property. Under this repayment arrangement, the City agrees to collect the assessments representing the loan repayments and remit those payments to the lender. The energy efficiency loans do not constitute a liability or indebtedness of the City and the City has no repayment obligation.

The developers of the Red Skye Lofts Project have received approval to participate in the PACE program and are requesting approval of the attached resolution establishing a \$2,250,000 assessment on their property.

Attachments: Resolution
PACE Application

RESOLUTION NO. 48 OF 2024

A RESOLUTION ADOPTING A PROPERTY ASSESSED CLEAN ENERGY (PACE) SPECIAL ASSESSMENT AS REQUESTED BY PROPERTY OWNER

WHEREAS, On June 4, 2024, the City Council adopted Resolution No. 33 of 2024, A “Resolution Designating The Port Authority To Implement And Administer A Property Assessed Clean Energy Improvement Financing On Behalf Of The City, And Providing For The Imposition Of Special Assessments As Needed In Connection With That Program,” pursuant to Minnesota Statutes Sections 216C.435 and 216C.436 and Chapter 429 and 471.59 (the “Act”); and

WHEREAS, to implement and administer the Property Assessed Clean Energy Program (“MinnPACE”), the City of Redwood Falls entered in a Joint Powers Agreement with the Port Authority of the City of Saint Paul (“Port Authority”); and

WHEREAS, the Port Authority has received a Special Assessments Application and Petition Agreement from Redwood Property Holdings, LLC (“Property Owner”); and

WHEREAS, the Port Authority has reviewed the proposed assessment and has determined that the project conforms with Minnesota PACE statutes and is requesting the City of Redwood Falls to place a PACE special assessment on the following parcel as requested by the Property Owner.

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

1. The properties listed below are hereby specially assessed in the amount and according to the terms specified for each parcel.
2. The Assessment will carry a term of up to 20 years and will be certified by the City or Redwood County annually to County for collection with Property Owner’s taxes. Owner may choose to prepay all or a portion of the assessment directly to the City or County at any time during the term of the Assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the Port Authority prior to ratification of the Assessment by the City or County.

Property Owner	Assessment Start Date	Parcel #	Assessed Amount	Interest Rate(%)	Amortization (Years)
Redwood Holdings LLC	1/1/2025	88-106-2175	\$2,250,000	9.60%	20

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 20th Day of August 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

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

Notary Public



August 12, 2024

Keith Muetzel
City Administrator
City of Redwood Falls
333 S. Washington St., P.O. Box 526
Redwood Falls, MN 56283

Dear Keith:

The Saint Paul Port Authority is requesting Redwood Falls to place Property Assessed Clean Energy (PACE) special assessments on the following parcels as requested by the property owner:

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>	<u>Assessment Start Date</u>	<u>Amortization (years)</u>	<u>Interest Rate (%)</u>
Redwood Holdings LLC	88-106-2175	\$2,250,000	1/1/25	20	9.60%*

As the administrator of PACE for Hennepin County, the Port Authority has reviewed these assessments and it has determined that the project conforms with the Minnesota PACE statutes. The interest rate is not finalized, it will not exceed **9.6%*** and the term will be **20** years beginning in **2025**. I have attached the PACE application from the property owner and amortization schedules for the assessment. When the loan closes, I will send a second memo with the final terms of the special assessment.

Thank you for your assistance with this exciting project in Redwood Falls. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Holly Huston".

Holly Huston
VP of Finance

Special Assessments Application and Petition Agreement

The **Property Assessed Clean Energy Program (MinnPACE)**, administered by the Saint Paul Port Authority, provides a finance mechanism for the installation of energy efficiency, renewable and conservation Improvements that are permanently fixed to the eligible properties and petition for special assessments in accordance with Minnesota Statutes Sections 216C.435 and 216C.436 and Chapter 42, and the MinnPACE program. *For further information on eligibility requirements, see the [Administrative Guidelines and Financing Summary](#) found at minnpace.com or contact the Saint Paul Port Authority at 651-204-6236.* This MinnPACE Agreement contains an Application section, a Petition for Special Assessment, and designated attachments, all of which must be reviewed and completed, and constitute a full and complete agreement.

APPLICATION

Eligibility Requirements

- Applicant(s) is/are legal owner(s) of the Property described in the Application (the "Property.")
- Property is developed and located within the City of Redwood Falls and County of Redwood.
(Revise as needed if special assessments are to be levied by a county or town.)
- Property Owner is current on all mortgage(s). All lenders have signed the Lender Acknowledgement Form for MinnPACE Financing.
- Property Owner is not in bankruptcy and the Property is not an asset in a bankruptcy proceeding.
- There are no federal or state income tax liens, judgment liens or similar involuntary liens on the Property.
- Applicant(s) can be verified as being in "Good Standing" with the Minnesota Office of the Secretary of State or are be able to provide a Member Agreement or Operating Agreement certified to be true or correct.
- Improvement costs are reasonable for the scope of the proposed Improvements and in relation to Property value.
- Requested Financing Amount does not exceed the lesser of 20 percent of the Property Market Value or the actual cost of installing the Improvements, including the cost of necessary equipment, materials and labor, the cost of energy audit or renewable energy feasibility study and the cost or verification of installation, less the value of expected rebates.
- Term of financing requested does not exceed the weighted average of the useful life of the Improvements.
- Applicant(s) has/have obtained an energy audit or renewable energy feasibility study on the Property. Attach when submitting application.

Below, please list and identify all real estate upon which the improvement will constructed or will be directly benefited.
 Property Owner(s) Legal Name(s) (as they appear on Property tax records)

Applicant #1: Redwood Property Holdings, LLC
 List all parcel #s Owned by Applicant #1: 88-106-2175

Applicant #2: _____
 List all parcel #s Owned by Applicant #2: _____

Applicant #3: _____
 List all parcel #s Owned by Applicant #3: _____

Applicant #4: _____
 List all parcel #s Owned by Applicant #4: _____

Initials
 (all signers) JAS



Property Owner(s) Type(s) – *check all that apply*

- Individual(s)/Joint Tenants/Common Property (not in trust)
 Corporation
 Limited Liability Company
 Trust/Trustees/Living Trust
 Partnership
 Other (Specify):

Property Owner Contact Information

Name: Jeremy Brown Email: jb.alliancecontracting@gmail.com
Phone (Day): _____ Cell Phone: (651) 271-2675

Physical Property Address

Street Address: 100 Fallwood Road City, State Zip: Redwood Falls, MN 56283

Property Type: Commercial/Industrial Apartment (more than four units)

Square Footage of Building (if applicable): 101,350 SF

Finance Amount Requested: \$ 2,250,000

Finance Term: 10 Years Other: 20 Years

Current Mortgage Financing – *attach a copy of Mortgage Statement*

Name of Mortgage Lender: United Praire Bank

Mortgage Lender Address: 10 Firestone Drive, Mankato, MN 56001

Outstanding Principal Balance: \$5,131,044

Do you confirm that there is only one mortgage lender tied to this property? Yes

Utility Company: _____

Improvement Description – attach all relevant documentation, including bids and estimates
See project impact report attached.

Petition for Special Assessment

We hereby acknowledge that we will be obligated to pay the assessments when due. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I/we sell the Property to another person. I/we understand that assessment installments together with the interest on the assessment will be collected on my/our Property tax bill in the same manner and at the same time as Property taxes and will be collected on my/our Property tax bill in subject to the same penalties, remedies and lien priorities as for Property taxes in the event of delinquency, including foreclosure. I/we waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I/we waive any appeal rights otherwise available pursuant to M.S.A. §429.081.

The City or County will assess the cost of the Improvements as a special assessment against the Property in accordance with the City's or County's charter, code, or ordinances regulating assessments. The Assessment will carry a term of up to 20 years and will be certified by the City or County annually to County for collection with Owner's Property taxes. Owner may choose to prepay all or a portion of the assessment directly to the City or County at any time during the term of the Assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the Saint Paul Port Authority prior to ratification of the Assessment by the City or County.

Declarations

By signing this Application, the undersigned hereby declares under penalty or perjury under the laws of the State of Minnesota all of the following:

1. I am/we are the current owner of record of the Property described herein (the "Property.")
2. The Property is not currently involved in a bankruptcy proceeding.
3. I/we are current on any mortgage(s) or other loan(s) secured by the Property.
4. I/we and the Property meet the Eligibility Requirements listed on page one.
5. I/we waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I/we waive any appeal rights otherwise available pursuant the M.S.A. § 429.801.
6. That (i) the information provided in, or in connection with, this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application, or provided in connection with the Application, may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the Saint Paul Port Authority, any lender providing financing for Improvements described herein, their agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which I/we have made in this application.
7. I/we agree that the selection of any product(s), equipment and measures referenced in this Application (the "Improvements,") and the decisions regarding the purchase, installation and ownership/maintenance of the Improvements is/are my/our sole responsibility and that I/we have not relied upon any representations or recommendations of MinnPACE/Saint Paul Port Authority, its agents, representatives, assignees, or employees in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is not an agent, employee, assignee or representative of MinnPACE/Saint Paul Port Authority.
8. Owner agrees that any review and approval of the Improvements by a City, County, State or governmental department is granted only in its capacity of administering and enforcing existing relevant codes. Any such approval is only as to compliance with the codes and does not create a special duty to the Owner nor establish a warranty of quality of materials and workmanship.
9. I/we understand the MinnPACE/Saint Paul Port Authority makes no warranty, whether expressed or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, or the use or application of the Improvements.
10. I/we agree that MinnPACE/Saint Paul Port Authority has no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the improvement including, but not limited to, any effect on indoor pollutants; or (v) any other matter with respect to MinnPACE/Saint Paul Port Authority.



This statement is given to MinnPACE, a division of the Saint Paul Port Authority, and its Successors for the purpose of obtaining credit. It is true and correct in every detail and fairly shows my/our financial condition at this time. MinnPACE and its Successors are authorized to check my/our credit and employment history or any other information provided.

Individual Applicant

Individual Co-Applicant

Full Name: <u>Jeremy Brown</u>	Full Name: _____
Street Address: <u>151 St Andrews Ct Suite 610</u>	Street Address: _____
City/State/Zip: <u>Makato MN 56001</u>	City/State/Zip: _____
County: <u>Blue Earth</u>	County: _____
Date of Birth: <u>6/25/76</u>	Date of Birth: _____

THE UNDERSIGNED CERTIFY THAT THE INFORMATION CONTAINED IN THIS FORM HAS BEEN CAREFULLY REVIEWED AND THAT IT IS TRUE AND CORRECT IN ALL RESPECTS.

	<u>8/9/2024</u>
Applicant Signature	Date

_____	_____
Co-Applicant Signature (if joint ownership)	Date



All applications MUST INCLUDE the information listed below. Incomplete applications WILL NOT be processed or considered for MinnPACE financing.

Owner Occupied Property Checklist

- Evidence of an Energy Audit or Renewable Energy System Feasibility (including cost savings, rebates, etc.)
- Construction contracts and bids
- Mortgage statement
- Current tax statement for the property receiving improvements
- Lender Acknowledgement Form
- Tax returns for the past three years for the Borrowing Entity
- Financial statements for the current year for the Borrowing Entity
- Tax returns for the past three years for the Operating Entity
- Debt schedule of subject property—all debt—mortgage and subordinated debt
- Debt schedule of operating entity—all debt of the operating entity
- Entity documents from borrower—articles, operating agreement, etc.
- Copy of a driver's license or state ID for each signer

Non-Owner Occupied Property Checklist

- Evidence of an Energy Audit or Renewable Energy System Feasibility (including cost savings, rebates, etc.)
- Construction contracts and bids
- Mortgage statement
- Current tax statement for the property receiving improvements
- Lender Acknowledgement Form
- Tax returns for the past three years for the Borrowing Entity
- Financial statements for the current year from the Borrowing Entity
- Rent roll of Subject Property
- Debt schedule of operating entity—all debt of the operating entity
- Entity documents from borrower—articles, operating agreement, etc.
- Copy of a driver's license or state ID for each signer

Signatures of all Property Owners and Notary

Date: 8/9/2024

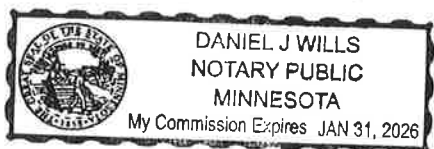
Property Owner Signature [Signature] Printed Name Jeremy Brown

Property Owner Signature _____ Printed Name _____

Property Owner Signature _____ Printed Name _____

Property Owner Signature _____ Printed Name _____

For an acknowledgment in an individual capacity:
State of Minnesota
County of Blue Earth



This instrument was acknowledged before me on 8/9/24 (date) by Jeremy Brown (name(s) of person(s)) _____ (Seal if any)

Meeting Date: August 20, 2024

AGENDA RECOMMENDATION

Agenda Item: Final Pay Application No. 8 (2022 Drew Street Improvements).

Recommendation/Action Requested: Staff is recommending for approval the Final Pay Application No. 8 (2022 Drew Street Improvements) for \$58,602.01.

Summary/Overview: The final contract price totals \$2,545,136.99 under the original budget amount of \$2,684,596.41. The cost savings were due to less subgrade corrections needed and the ability to salvage and re-use millings and salvage gravel materials on site.

The two-year warranty period, per contract started upon substantial completion of the final wear course of bituminous which occurred on 5/17/2023. The final acceptance date will be May 17, 2025. Any material deficiencies observed during the warranty period must be brought to the attention of the Contractor, in writing, before the expiration date. A warranty walk through is scheduled this November with a final in April of 2025.

Attachments: Letter of Recommendation per Owen Todd P.E. Bolton & Menk Inc.
Pay Application No. 8 (2022 Drew Street Improvements)



**BOLTON
& MENK**

Real People. Real Solutions.



1243 Cedar Street NE
Sleepy Eye, MN 56085

Phone: (507) 810-4184
Bolton-Menk.com

August 14, 2024

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

RE: Partial Pay Estimate No. 8 & Final
2022 Drew Street Improvements
City of Redwood Falls, Minnesota
City Project No.: 113
Project No.: S17.121581

Dear Jim:

Enclosed for the Council's consideration are four copies of the Final Pay Estimate for the referenced project. The final payment amount is \$58,602.01 and the total construction amount is \$2,545,136.99. Also enclosed are the Withholding Affidavit for Contractor (IC-134), Consent of Surety forms and *Notice of Termination* form for the MPCA NPDES/SDS General Storm Water Permit.

We have reviewed the status of construction work with City staff and concur that the work has been completed in substantial conformance with the Contract Document. We recommend payment of the Final Estimate.

Please feel free to contact our office with any questions or comments regarding the final payment and project closeout.

Sincerely,
Bolton & Menk, Inc.


Owen J. Todd, P.E.

Enclosure

CONTRACTOR'S PAY REQUEST 8 & FINAL

2022 DREW STREET IMPROVEMENTS

CITY PROJECT NO. 113

CITY OF REDWOOD FALLS, MN

BMI PROJECT NO. S17.121581

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

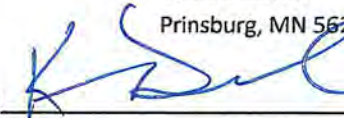
SURETY (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$2,684,596.41
TOTAL, COMPLETED WORK TO DATE	\$2,545,136.99
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$2,545,136.99
RETAINED PERCENTAGE (0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$2,545,136.99
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$2,486,534.97
PAY CONTRACTOR AS ESTIMATE NO. 8 & FINAL	\$58,602.01

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Duinick, Inc.
408 6th Street
Prinsburg, MN 56281


By  Kristopher Duinick, Vice President
Name Title

Date August 12, 2024

Approved _____
Contractor's Surety

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 1243 CEDAR ST. SW, SLEEPY EYE, MN 56085

By  _____, PROJECT ENGINEER
Date 8/14/24

APPROVED FOR PAYMENT:

OWNER: CITY OF REDWOOD FALLS, 333 S. WASHINGTON STREET, PO BOX 526, REDWOOD FALLS, MN 56283

By _____
Name Title Date
And _____
Name Title Date

Partial Pay Estimate No.:

8 & FINAL

2022 DREW STREET IMPROVEMENTS

CITY PROJECT NO. 113

CITY OF REDWOOD FALLS, MN

BMI PROJECT NO. S17.121581

WORK COMPLETED THROUGH JUNE 17, 2024

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$160,000.00	1.00	LUMP SUM \$160,000.00	1.00	LUMP SUM \$160,000.00	1.00	LUMP SUM \$160,000.00
2	TRAFFIC CONTROL	\$20,000.00	1.00	LUMP SUM \$20,000.00	1.00	LUMP SUM \$20,000.00	1.00	LUMP SUM \$20,000.00
3	GRUB TREE	\$250.00	38	EACH \$9,500.00	38	EACH \$9,500.00	38	EACH \$9,500.00
4	REMOVE CURB AND GUTTER	\$4.25	5210	LINEAR FOOT \$22,142.50	5,390	LINEAR FOOT \$22,907.50	5,390	LINEAR FOOT \$22,907.50
5	REMOVE CONCRETE WALK	\$1.50	4791	SQUARE FOOT \$7,186.50	4,791	SQUARE FOOT \$7,186.50	4,791	SQUARE FOOT \$7,186.50
6	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$2.75	3993	SQUARE FOOT \$10,980.75	3,993	SQUARE FOOT \$10,980.75	3,993	SQUARE FOOT \$10,980.75
7	COMMON EXCAVATION	\$20.00	8614	CUBIC YARD \$172,280.00	8,614	CUBIC YARD \$172,280.00	8,614	CUBIC YARD \$172,280.00
8	SUBGRADE EXCAVATION	\$15.00	1200	CUBIC YARD \$18,000.00	223	CUBIC YARD \$3,340.50	223	CUBIC YARD \$3,340.50
9	STABILIZING AGGREGATE	\$43.00	1200	CUBIC YARD \$51,600.00	0	CUBIC YARD \$0.00	0	CUBIC YARD \$0.00
10	GEOTEXTILE FABRIC, TYPE V	\$1.65	13730	SQUARE YARD \$22,654.50	10,503	SQUARE YARD \$17,329.95	10,503	SQUARE YARD \$17,329.95
11	GEOGRID	\$3.00	1373	SQUARE YARD \$4,119.00	1,655	SQUARE YARD \$4,965.00	1,655	SQUARE YARD \$4,965.00
12	SALVAGE EXISTING AGGREGATE BASE & BITUMINOUS FROM STOCKPILE	\$15.00	2410	CUBIC YARD \$36,150.00	2,832	CUBIC YARD \$42,474.00	2,832	CUBIC YARD \$42,474.00
13	COMMON LABORERS	\$55.00	50	HOUR \$2,750.00	9	HOUR \$495.00	9	HOUR \$495.00
14	3 CU YD SHOVEL	\$240.00	30	HOUR \$7,200.00	0	HOUR \$0.00	0	HOUR \$0.00
15	DOZER	\$180.00	30	HOUR \$5,400.00	0	HOUR \$0.00	0	HOUR \$0.00
16	10 CU YD TRUCK	\$125.00	30	HOUR \$3,750.00	0	HOUR \$0.00	0	HOUR \$0.00
17	4.0 CU YD FRONT END LOADER	\$140.00	30	HOUR \$4,200.00	0	HOUR \$0.00	0	HOUR \$0.00
18	1/2 CU YD SKID LOADER	\$110.00	30	HOUR \$3,300.00	0	HOUR \$0.00	0	HOUR \$0.00
19	AGGREGATE BASE, CLASS 5	\$24.00	8611	TON \$206,664.00	6,154	TON \$147,691.68	6,481	TON \$155,548.08
20	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA240B)	\$111.70	1249	TON \$139,513.30	1,426	TON \$159,306.54	1,426	TON \$159,306.54
21	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (SPNWB240B)	\$104.02	1743	TON \$181,306.86	1,803	TON \$187,526.22	1,803	TON \$187,526.22
22	6" PERFORATED PIPE DRAIN	\$9.75	4990	LINEAR FOOT \$48,652.50	5,119	LINEAR FOOT \$49,910.25	5,119	LINEAR FOOT \$49,910.25
23	4"-12" TILE REPAIR, PVC SDR 26	\$35.00	60	LINEAR FOOT \$2,100.00	0	LINEAR FOOT \$0.00	0	LINEAR FOOT \$0.00
24	SUMP PUMP DRAIN LINE SERVICES	\$425.00	28	EACH \$11,900.00	27	EACH \$11,475.00	27	EACH \$11,475.00
25	6" SUBSURFACE DRAIN CLEANOUT	\$500.00	30	EACH \$15,000.00	32	EACH \$16,000.00	32	EACH \$16,000.00
26	CONCRETE STEP RISER	\$250.00	6	LINEAR FOOT \$1,500.00	0.0	LINEAR FOOT \$0.00	0.0	LINEAR FOOT \$0.00
27	6" CONCRETE WALK	\$8.00	4610	SQUARE FOOT \$36,880.00	5,498	SQUARE FOOT \$43,982.40	5,498	SQUARE FOOT \$43,982.40
28	CONCRETE CURB AND GUTTER, DESIGN B618	\$17.35	5110	LINEAR FOOT \$88,658.50	5,474	LINEAR FOOT \$94,973.90	5,474	LINEAR FOOT \$94,973.90
29	7" CONCRETE VALLEY GUTTER	\$7.00	290	SQUARE FOOT \$2,030.00	438	SQUARE FOOT \$3,066.00	438	SQUARE FOOT \$3,066.00
30	6" CONCRETE DRIVEWAY PAVEMENT	\$7.00	3800	SQUARE FOOT \$26,600.00	3,961	SQUARE FOOT \$27,727.00	3,961	SQUARE FOOT \$27,727.00
31	8" CONCRETE DRIVEWAY PAVEMENT	\$8.00	2080	SQUARE FOOT \$16,640.00	1,580	SQUARE FOOT \$12,640.00	1,580	SQUARE FOOT \$12,640.00
32	TRUNCATED DOMES	\$65.00	243	SQUARE FOOT \$15,795.00	253	SQUARE FOOT \$16,424.20	253	SQUARE FOOT \$16,424.20
33	COMMON TOPSOIL BORROW	\$45.00	755	CUBIC YARD \$33,975.00	500	CUBIC YARD \$22,484.70	500	CUBIC YARD \$22,484.70
34	SALVAGE AND REINSTALL LANDSCAPE ROCK	\$25.00	50	SQUARE YARD \$1,250.00	0	SQUARE YARD \$0.00	0	SQUARE YARD \$0.00
35	STORM DRAIN INLET PROTECTION - EXISTING	\$115.00	26	EACH \$2,990.00	26	EACH \$2,990.00	26	EACH \$2,990.00
36	STORM DRAIN INLET PROTECTION - PROPOSED	\$115.00	22	EACH \$2,530.00	22	EACH \$2,530.00	22	EACH \$2,530.00
37	SILT FENCE, TYPE MS	\$3.00	400	LINEAR FOOT \$1,200.00	315	LINEAR FOOT \$945.00	315	LINEAR FOOT \$945.00
38	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.10	100	LINEAR FOOT \$310.00	3,500	LINEAR FOOT \$10,850.00	3,500	LINEAR FOOT \$10,850.00
39	CURB SEDIMENT FILTER	\$20.00	18	EACH \$360.00	18	EACH \$360.00	18	EACH \$360.00
40	EROSION CONTROL BLANKET CATEGORY 0 - NATURAL NETTING	\$1.80	620	SQUARE YARD \$1,116.00	0	SQUARE YARD \$0.00	0	SQUARE YARD \$0.00
41	STABILIZED CONSTRUCTION EXIT	\$1,000.00	1	LUMP SUM \$1,000.00	0	LUMP SUM \$0.00	0	LUMP SUM \$0.00
42	TEMPORARY SEEDING	\$750.00	1.3	ACRE \$975.00	1.7	ACRE \$1,267.50	1.7	ACRE \$1,267.50
43	PERMANENT SEEDING	\$5,000.00	1.3	ACRE \$6,500.00	1.7	ACRE \$8,450.00	1.7	ACRE \$8,450.00
44	REMOVE STORM STRUCTURE & CASTING	\$350.00	31	EACH \$10,850.00	31	EACH \$10,850.00	31	EACH \$10,850.00
45	REMOVE VAULT STRUCTURE & CASTING	\$600.00	1	EACH \$600.00	2	EACH \$1,200.00	2	EACH \$1,200.00
46	ADJUST FRAME & RING CASTING - STORM	\$500.00	3	EACH \$1,500.00	3	EACH \$1,500.00	3	EACH \$1,500.00
47	12" RC PIPE SEWER CLASS V	\$75.00	496	LINEAR FOOT \$37,200.00	502	LINEAR FOOT \$37,650.00	502	LINEAR FOOT \$37,650.00
48	15" RC PIPE SEWER CLASS V	\$80.00	461	LINEAR FOOT \$36,880.00	461	LINEAR FOOT \$36,880.00	461	LINEAR FOOT \$36,880.00
49	18" RC PIPE SEWER CLASS III	\$85.00	252	LINEAR FOOT \$21,420.00	251	LINEAR FOOT \$21,335.00	251	LINEAR FOOT \$21,335.00

Partial Pay Estimate No.:

8 & FINAL

2022 DREW STREET IMPROVEMENTS

CITY PROJECT NO. 113

CITY OF REDWOOD FALLS, MN

BMI PROJECT NO. S17.121581

WORK COMPLETED THROUGH JUNE 17, 2024

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
50	30" RC PIPE SEWER CLASS III	\$160.00	10	LINEAR FOOT \$1,600.00	12	LINEAR FOOT \$1,920.00	12	LINEAR FOOT \$1,920.00
51	36" RC PIPE SEWER CLASS III	\$185.00	172	LINEAR FOOT \$31,820.00	162	LINEAR FOOT \$29,970.00	162	LINEAR FOOT \$29,970.00
52	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 48-4020	\$525.00	12.1	LINEAR FOOT \$6,352.50	12.7	LINEAR FOOT \$6,667.50	12.7	LINEAR FOOT \$6,667.50
53	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 60-4020	\$725.00	23.1	LINEAR FOOT \$16,747.50	22.9	LINEAR FOOT \$16,602.50	22.9	LINEAR FOOT \$16,602.50
54	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 72-4020	\$950.00	17.9	LINEAR FOOT \$17,005.00	18.1	LINEAR FOOT \$17,195.00	18.1	LINEAR FOOT \$17,195.00
55	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 84-4020	\$1,250.00	18.4	LINEAR FOOT \$23,000.00	18.1	LINEAR FOOT \$22,625.00	18.1	LINEAR FOOT \$22,625.00
56	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 120-4020	\$2,800.00	7.5	LINEAR FOOT \$21,000.00	7.3	LINEAR FOOT \$20,440.00	7.3	LINEAR FOOT \$20,440.00
57	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 96-4022	\$1,850.00	5.3	LINEAR FOOT \$9,805.00	5.3	LINEAR FOOT \$9,805.00	5.3	LINEAR FOOT \$9,805.00
58	CONSTRUCT DRAINAGE STRUCTURE, DESIGN SPECIAL 1	\$350.00	128.8	LINEAR FOOT \$45,080.00	128.9	LINEAR FOOT \$45,115.00	128.9	LINEAR FOOT \$45,115.00
59	CONNECT TO EXISTING STORM PIPE OR DRAINAGE STRUCTURE	\$1,050.00	14	EACH \$14,700.00	13	EACH \$13,650.00	13	EACH \$13,650.00
60	CASTING ASSEMBLY - STORM	\$750.00	32	EACH \$24,000.00	32	EACH \$24,000.00	32	EACH \$24,000.00
61	PRE-CONSTRUCTION SANITARY SEWER MAIN TELEVISIONING & SERVICE DYE TESTING	\$3.00	3309	LINEAR FOOT \$9,927.00	3,797	LINEAR FOOT \$11,391.00	3,797	LINEAR FOOT \$11,391.00
62	REMOVE SANITARY STRUCTURE & CASTING	\$500.00	9	EACH \$4,500.00	9	EACH \$4,500.00	9	EACH \$4,500.00
63	ADJUST FRAME & RING CASTING - SANITARY	\$500.00	1	EACH \$500.00	1	EACH \$500.00	1	EACH \$500.00
64	6" PVC PIPE SEWER SERVICE	\$55.00	440	LINEAR FOOT \$24,200.00	232	LINEAR FOOT \$12,760.00	232	LINEAR FOOT \$12,760.00
65	8" PVC PIPE SEWER	\$85.00	980	LINEAR FOOT \$83,300.00	1,051	LINEAR FOOT \$89,335.00	1,051	LINEAR FOOT \$89,335.00
66	12" PVC PIPE SEWER	\$125.00	2679	LINEAR FOOT \$334,875.00	2,644	LINEAR FOOT \$330,500.00	2,644	LINEAR FOOT \$330,500.00
67	12" X 6" PVC WYE BRANCH, SDR 26	\$1,000.00	14	EACH \$14,000.00	7	EACH \$7,000.00	7	EACH \$7,000.00
68	CONSTRUCT DRAINAGE STRUCTURE, DESIGN 4007C	\$450.00	171.3	LINEAR FOOT \$77,085.00	172.5	LINEAR FOOT \$77,638.50	172.5	LINEAR FOOT \$77,638.50
69	CONSTRUCT INSIDE DROP	\$500.00	94.8	LINEAR FOOT \$47,400.00	102.6	LINEAR FOOT \$51,305.00	102.6	LINEAR FOOT \$51,305.00
70	CONNECT TO EXISTING SANITARY MAIN	\$750.00	14	EACH \$10,500.00	14	EACH \$10,500.00	14	EACH \$10,500.00
71	CONNECT TO EXISTING SANITARY SERVICE	\$250.00	14	EACH \$3,500.00	8	EACH \$2,000.00	8	EACH \$2,000.00
72	CASTING ASSEMBLY - SANITARY	\$900.00	9	EACH \$8,100.00	9	EACH \$8,100.00	9	EACH \$8,100.00
73	REMOVE HYDRANT	\$300.00	7	EACH \$2,100.00	7	EACH \$2,100.00	7	EACH \$2,100.00
74	REMOVE GATE VALVE & BOX	\$175.00	22	EACH \$3,850.00	19	EACH \$3,325.00	19	EACH \$3,325.00
75	ADJUST GATE VALVE BOX	\$275.00	1	EACH \$275.00	4	EACH \$1,100.00	4	EACH \$1,100.00
76	4" PVC WATERMAIN, C-900	\$60.00	46	LINEAR FOOT \$2,760.00	101	LINEAR FOOT \$6,060.00	101	LINEAR FOOT \$6,060.00
77	6" PVC WATERMAIN, C-900	\$65.00	160	LINEAR FOOT \$10,400.00	145	LINEAR FOOT \$9,425.00	145	LINEAR FOOT \$9,425.00
78	8" PVC WATERMAIN, C-900	\$75.00	1894	LINEAR FOOT \$142,050.00	1,826	LINEAR FOOT \$136,950.00	1,826	LINEAR FOOT \$136,950.00
79	4" GATE VALVE & BOX	\$1,525.00	9	EACH \$13,725.00	11	EACH \$16,775.00	11	EACH \$16,775.00
80	6" GATE VALVE & BOX	\$1,750.00	12	EACH \$21,000.00	9	EACH \$15,750.00	9	EACH \$15,750.00
81	8" GATE VALVE & BOX	\$2,250.00	11	EACH \$24,750.00	10	EACH \$22,500.00	10	EACH \$22,500.00
82	HYDRANT (8.5' BURY)	\$4,550.00	9	EACH \$40,950.00	8.85	EACH \$40,267.50	8.85	EACH \$40,267.50
83	WATERMAIN FITTINGS (SBDI)	\$11.00	3080	POUND \$33,880.00	2,584	POUND \$28,424.00	2,584	POUND \$28,424.00
84	1" CORPORATION STOP & SADDLE	\$450.00	4	EACH \$1,800.00	5	EACH \$2,250.00	5	EACH \$2,250.00
85	1" CURB STOP & BOX	\$650.00	4	EACH \$2,600.00	4	EACH \$2,600.00	4	EACH \$2,600.00
86	1" WATER SERVICE	\$40.00	200	LINEAR FOOT \$8,000.00	144	LINEAR FOOT \$5,760.00	144	LINEAR FOOT \$5,760.00
87	2" CORPORATION STOP & SADDLE	\$900.00	1	EACH \$900.00	0	EACH \$0.00	0	EACH \$0.00
88	2" CURB STOP & BOX	\$1,150.00	1	EACH \$1,150.00	0	EACH \$0.00	0	EACH \$0.00
89	2" WATER SERVICE	\$65.00	20	LINEAR FOOT \$1,300.00	0	LINEAR FOOT \$0.00	0	LINEAR FOOT \$0.00
90	CONNECT TO EXISTING WATERMAIN	\$1,800.00	15	EACH \$27,000.00	15	EACH \$27,000.00	15	EACH \$27,000.00
91	CONNECT TO EXISTING WATER SERVICE	\$400.00	5	EACH \$2,000.00	5	EACH \$2,000.00	5	EACH \$2,000.00
TOTAL AMOUNT:				\$2,684,596.41		\$2,537,280.59		\$2,545,136.99

Consent of Surety to Final Payment

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

Bond No. 30145047

TO OWNER:

(Name and address)

City of Redwood Falls
333 South Washington
Redwood Falls MN 56283

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

Street Improvements

PROJECT:

(Name and address)

2022 Drew Street Improvements

CONTRACT DATED: March 1, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the Western Surety Company, 151 N Franklin St, Chicago IL 60606,
(Insert name and address of Surety)

SURETY, on bond of Duininck Inc, PO Box 208, Prinsburg MN 56281
(Insert name and address of Contractor)

_____, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to City of Redwood Falls
(Insert name and address of Owner)

333 South Washington, Redwood Falls MN 56283, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 30, 2024
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Western Surety Company
(Surety)


(Signature of authorized representative)

Wes G. Wieberdink, Attorney-In-Fact
(Printed name and title)