



**AGENDA FOR  
REGULAR CITY COUNCIL MEETING  
TUESDAY, OCTOBER 1, 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. September 17, 2024
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
  - A. Approve Quote for Community Center & Aquatic Center Camera Replacement
  - B. Approve City Assistance with Celebrate Redwood Falls – Haunted Hotel
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
  - A. Employee Health Insurance Renewal - Resolution #58
  - B. Employee Dental Insurance Renewal – Resolution #59
  - C. Donation for Ramsey Park Improvements – Resolution #60
  - D. Cancellation of Electric Transformer Order – Resolution #61
  - E. MnDOT Airport Grant Agreement for Clear Zone Protection Plan – Resolution #62
  - F. Engineering Agreement for 80' x 80' Airport Hangar – Resolution #63
  - G. Engineering Agreement for Airport Lighting System Replacement – Resolution #64
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, SEPTEMBER 17, 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, September 17, 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 City Administrator Keith Muetzel, Finance Director Kari Klages, City Attorney Trenton Dammann, Public Works Project Coordinator Jim Doering, and Deputy City Clerk Caitlin Kodet.

City Administrator Muetzel stated there was a change to the donation amount from \$83,968.45 to \$82,788.87 in Resolution No. 54 of 2024 for Regular Agenda item 9E - Donation for Library Outdoor Literacy Area.

A motion was made by Council Member Smith and seconded by Council Member Buckley to approve the agenda with the stated change to Resolution No. 54 of 2024 for Regular Agenda item 9E - Donation for Library Outdoor Literacy Area. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve the September 3, 2024 minutes as presented. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the following item on the Consent Agenda:

1. Temporary On-Sale Liquor License – Redwood Area Chamber & Tourism

Motion passed by unanimous vote.

Parks & Recreation Director Ross Nachreiner introduced Resolution No. 52 of 2024 – A Resolution Accepting A Donation To The City.

Mr. Nachreiner stated Resolution No. 52 of 2024 is to accept a financial donation in the amount of \$7,500 from The Friends of Ramsey Park. This donation assists in the payment for the 54” secondary fence that was installed. The park fencing now meets the new legislative requirement to prevent physical contact between farmed white-tailed deer and wild Cervidae at Ramsey Park. City staff would like to thank The Friends of the Park for their generous donation and recognize their continued hard work and fundraising efforts which makes the park what it is today. Staff is requesting approval to accept the financial donation from The Friends of the Park.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to waive the reading of Resolution No. 52 of 2024 – A Resolution Accepting A Donation To The City. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 52 of 2024 – A Resolution Accepting A Donation To The City. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced the Quote for Library Topographical Survey.

Mr. Doering stated as part of the Library Renovation and Expansion Project, a certified site survey must be completed as a first step to the development of a site layout, grading and plan development. The architectural agreement with Engan Associates lists the site survey as to be provided by the owner utilizing our engineering firm. Jesse Zeig, Land Surveyor out of the Bolton & Menk Sleepy Eye office, has provided a proposal in response to the request for proposal developed by Engan Associates for the project.

Mr. Doering stated this basic service proposal is in line with the 2024 Master Service Agreement approved by the Council on December 19, 2023. Staff recommends Council approve of the quote provided by Bolton & Menk Inc. in the amount of \$10,500.00 for the topographical survey at the Library.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the Quote for Library Topographical Survey. Motion passed by unanimous vote.

Finance Director Klages introduced the Redwood Falls Firefighters Relief Association Bylaw Amendment.

Ms. Klages stated in August, members of the Fire Relief Association Board of Trustees and staff met to discuss an increase in the annual benefit level for the lump sum pension plan. The last increase took place in 2023. Following a review of the financial condition of the Fire Relief Association, a consensus was reached to propose an increase to the annual benefit amount of \$150. This increase would move the current annual pension benefit for each firefighter from \$3,450.00 to \$3,600.00 per year of service. This change is projected to maintain a surplus of assets over liabilities and will not require a City contribution in 2025.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve the Redwood Falls Firefighters Relief Association Bylaw Amendment. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 53 of 2024 – Resolution Supporting Grant Application And Plan Development Proposal For An Airport Clear Zone Acquisition Plan.

Mr. Doering stated Resolution No. 53 authorizes the MnDOT Clear Zone Acquisition Plan (CZAP) Grant Application and plan development proposal from Bolton & Menk for the development of the plan and to develop exemption requests on the identified parcels. Staff is recommending approval of Resolution No. 53 which will enable the development of the CZAP. MnDOT Aeronautics has earmarked the 70/30 grant funds for the plan development. The total cost of the project is not to exceed \$10,000.00 with the state share of \$7,000.00 and local share of \$3,000.00. MnDOT grant ranking weighs heavily on having a CZAP in place for future requests.

A motion was made by Council Member Smith and seconded by Council Member Buckley to waive the reading of Resolution No. 53 of 2024 – Resolution Supporting Grant Application And Plan Development Proposal For An Airport Clear Zone Acquisition Plan. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Sandgren to approve Resolution No. 53 of 2024 – Resolution Supporting Grant Application And Plan Development Proposal For An Airport Clear Zone Acquisition Plan. Motion passed by unanimous vote.

Library Director Connie Lechner was present to introduce Resolution No. 54 of 2024 – A Resolution Accepting A Donation To The City.

Ms. Lechner stated Resolution No. 54 is to accept a donation from the Redwood Area Library Foundation in the amount of \$82,788.87. The donation amount was adjusted from the first Resolution provided to Council after a corrected invoice was received from Flagship. Flagship submitted two invoices for the completion of moving the Outdoor Literacy Area to its new space making room for the Expansion. Staff is requesting approval to accept the financial donation from the Redwood Area Library Foundation for the Outdoor Literacy Area for the amount due on the invoices.

A motion was made by Council Member Arentson and seconded by Council Member Smith to waive the reading of Resolution No. 54 of 2024 – A Resolution Accepting A Donation To The City. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to approve Resolution No. 54 of 2024 – A Resolution Accepting A Donation To The City. Motion passed by unanimous vote.

Public Utilities Superintendent Jason Halvorson was present to introduce Resolution No. 55 of 2024 – Authorization To Execute DGR Engineering Task Order 16 Amendment To The Master Agreement For 2025 Distribution Improvements.

Mr. Halvorson stated planning has begun for next year's underground electric line conversion project. The areas to be converted from overhead to underground electric distribution are between Ramsey Street and Drew Street in the east-west direction, and between Chestnut Street and Tin Street in the north-south direction. These improvements are Phase 2 of the Long-Range Plan. Some of this work will be completed by a contractor and some of the work will be completed by the electric department staff. DGR has provided Task Order #16 for the preliminary phase, estimated material, and construction cost of this project. The cost estimate for this project is \$2,488,000.00 and the proposed engineering fee is \$208,800.00. Staff requests approval of the engineering proposal.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to waive the reading of Resolution No. 55 of 2024 – Authorization To Execute DGR Engineering Task Order 16 Amendment To The Master Agreement For 2025 Distribution Improvements. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve Resolution No. 55 of 2024 – Authorization To Execute DGR Engineering Task Order 16 Amendment To The Master Agreement For 2025 Distribution Improvements. Motion passed by unanimous vote.

Finance Director Klages gave an overview of the preliminary levy and budgets for 2025 as addressed in Resolution No. 56 of 2024 – Setting Proposed Certified Levy Ad Valorem Taxes for the Year 2025 and Resolution No. 57 of 2024 – Approving 2025 Preliminary Budgets.

Ms. Klages stated State law requires local units of government to adopt the preliminary levy and budget and to certify the proposed tax levy to the County Auditor by September 30th of each year. Cities must also provide the County Auditor with the date, place, and time of the regularly scheduled meeting at which a final budget and levy will be determined. The preliminary levy can be lowered when setting the final levy, but it cannot be increased.

Ms. Klages stated the proposed budget includes a tax levy increase of 7.9%. Based on preliminary tax capacity calculations provided by the County Assessor, the City's tax capacity has increased less than a quarter percent (.16%), resulting in an estimated increase in the City's overall tax rate of 5.9%. Staff will continue to fine-tune the budget over the next few months. The proposed final levy and budget will be reviewed by the budget committee and a recommendation will be presented to Council. The date when the final levy and budget will be discussed and approved and at which the public will be allowed to speak will be set for December 17, 2024, at 6:00 p.m. in the City Council Chambers.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to waive the reading of Resolution No. 56 of 2024 – Setting Proposed Certified Levy Ad Valorem Taxes for the Year 2025. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve Resolution No. 56 of 2024 – Setting Proposed Certified Levy Ad Valorem Taxes for the Year 2025. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Buckley to waive the reading of Resolution No. 57 of 2024 – Approving 2025 Preliminary Budgets. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve Resolution No. 57 of 2024 – Approving 2025 Preliminary Budgets. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced the Airport Capital Improvement Plan.

Mr. Doering stated in correlation with the 2025 budget, the Airport CIP plan outlines the projects planned for 2025. Currently, the airport capital improvement funds contain sufficient match to accomplish projects listed in the CIP for 2025 and are subject to bid actuals. Most of the projects listed are pavement and lighting related and will be bundled together under one bid package except for the 80x80 hangar and the hangar door replacement.

Mr. Doering stated the Federal Highway Administration through the FAA has reduced the 10% local cost share requirement down to 5% for Federal Fiscal Years 2025 and 2026. In addition, MnDOT has agreed to contribute half of the local share or 2.5%, leaving the remaining 2.5% as the local share for the Airport Capital Improvement Fund. The total realized savings in local share is approximately \$498,400.00 allowing for more projects to come to fruition. The Airport Commission has reviewed the revised list and is supportive of making use of this substantial cost savings. Staff recommends Council approval of Redwood Falls Municipal Airport five-year capital improvement plan (CIP).

A motion was made by Council Member Arentson and seconded by Council Member Buckley to approve the Airport Capital Improvement Plan. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering provided an update on the Zeb Gray Shelter and Memorial Field bathroom construction projects. Progress is being made at the Zeb Gray Shelter bathroom and has a substantial completion date of November 1, 2024. The Memorial Field bathroom is currently under construction and is scheduled to be completed for the spring baseball season.

Mayor Quackenbush requested City Staff review the current procurement policy and suggested increasing the current amount that would require Council approval. The procurement policy currently requires Council approval for any purchases over \$10,000.00. City Staff will review the policy and make a recommendation at a future meeting.

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 Arentson and seconded by Council Member Smith to adjourn the meeting at 5:39 p.m. Motion passed by unanimous vote.

ATTEST:

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Keith Muetzel  
City Administrator

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Tom Quackenbush  
Mayor



Ross Nachreiner  
Redwood Falls Parks & Rec Director  
Phone: 507-616-7444  
Fax: 507-644-2199  
rnachreiner@ci.redwood-falls.mn.us

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## AGENDA RECOMMENDATION

**Council Meeting Date:** October 1<sup>st</sup>, 2024

**Agenda Item:** Camera Replacement at RACC & Pool

**Recommendation/Action Requested:** Approve Quote for Camera Replacement

**Summary/Overview:** With the 2024 budget City staff planned to upgrade some of our oldest cameras at the RACC.

Staff feels that it is very important to continue to upgrade the cameras to avoid future issues and surprises. Within the IT budget, \$20,000 was budgeted to make upgrades to the RACC and Aquatic Center. The total price, as provided by Alpha Wireless, to replace 6 cameras at the RACC and one at the Aquatic Center is \$17,160.18. All city camera equipment, and the servers that house the camera data, were previously purchased through Alpha Wireless. RACC staff have a long-standing relationship with Alpha Wireless, and they have consistently provided reliable service and support. Given this established partnership of service and equipment, a second quote was not sought.

*Attachments:*

Alpha Wireless Quote for Equipment



Phone:

Email:

[donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web:

[www.alpha-wireless.com](http://www.alpha-wireless.com)



## We have prepared a quote for you

### **RACC Camera Upgrades**

Quote # 006467

Version 1

Prepared for:

### **Redwood Falls City Of**

Ross Nachreiner

[machreiner@ci.redwood-falls.mn.us](mailto:machreiner@ci.redwood-falls.mn.us)



Phone:

Email: [donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web: [www.alpha-wireless.com](http://www.alpha-wireless.com)

## Products

Description	Price	Qty	Ext. Price
<b>Avigilon 8.0 MP; WDR; LightCatcher; Day/Night; Indoor/Outdoor Bullet Camera; 4.4-9.3mm f/1.3; Integrated IR</b>	\$1,092.87	2	\$2,185.74
<b>Avigilon 5.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3.4-10.5mm f/1.6</b>	\$658.67	1	\$658.67
<b>Avigilon 4X8MP; WDR; 360 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only</b>	\$2,743.87	2	\$5,487.74
<b>Avigilon 3X8MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only</b>	\$2,297.53	2	\$4,595.06
<b>In-ceiling adapter; must order either a H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE.</b>	\$153.40	1	\$153.40
<b>Dome bubble and cover; for in-ceiling mount; clear. For use with the Avigilon H5A Multisensor</b>	\$87.98	1	\$87.98
<b>Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor</b>	\$199.28	3	\$597.84
<b>CORNER MNT FOR LRGE PENDT WLMT-1001</b>	\$110.19	1	\$110.19
<b>Outdoor surface mount adapter. For use with the Avigilon H5A Multisensor</b>	\$199.28	1	\$199.28
<b>Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor</b>	\$199.28	1	\$199.28
<b>Miscellaneous Parts</b>	\$125.00	1	\$125.00
<b>Installation/setup/configuration</b>	\$2,500.00	1	\$2,500.00
<b>Shipping/Freight</b>	\$260.00	1	\$260.00





Phone:

Email: [donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web: [www.alpha-wireless.com](http://www.alpha-wireless.com)

## Products

Description	Price	Qty	Ext. Price
West Parking Lot - 8MP bullet (replaces existing 3MP bullet)			
Locker Room Hallway - 3x8MP multi-sensor in-ceiling mount (replaces existing 3x3 ms)			
Fitness Entry - 5MP dome flush mount (replaces existing 3MP dome)			
Finess Center - 4x8MP multi-sensor flush mount (replaces existing 4x3 ms)			
Fieldhouse Hallway - 8MP bullet (replaces existing 5MP bullet)			
Fieldhouse SE Corner - 4x8MP multi-sensor flush mount (replaces existing 4x3 ms)			
Need to adjust field of view for Fieldhouse NW Corner camera			
Existing West bullet cam can be repurposed at Pool			
Existing Fieldhouse bullet can be repurposed at Pool			
Pool Camera - 3x8MP multi-sensor (replaces existing 3x3 ms)			
	Subtotal:		\$17,160.18



Phone:

Email: [donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Web: [www.alpha-wireless.com](http://www.alpha-wireless.com)

## RACC Camera Upgrades



Prepared by:

**Mankato**

Donnie Rooney  
800-967-1778  
[donnier@alpha-wireless.com](mailto:donnier@alpha-wireless.com)

Prepared for:

**Redwood Falls City Of**

333 S. Washington Street  
PO Box 526  
Redwood Falls, MN 56283-0526  
Ross Nachreiner  
(507) 637-5755  
[rnachreiner@ci.redwood-falls.mn.us](mailto:rnachreiner@ci.redwood-falls.mn.us)

Quote Information:

**Quote #: 006467**

Version: 1

Delivery Date: 09/13/2024

Expiration Date: 10/04/2024

### Quote Summary

Description	Amount
Products	\$17,160.18
Total:	\$17,160.18

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Mankato**

**Redwood Falls City Of**

Signature: *Donnie Rooney*

Signature: \_\_\_\_\_

Name: Donnie Rooney

Name: Ross Nachreiner

Title: President

Date: \_\_\_\_\_

Date: 09/13/2024

**Council Meeting:** Tuesday, October 1<sup>st</sup>, 2024

**Agenda Item:** Celebrate Redwood Falls – Haunted Hotel

**Date:** Tuesday, September 24<sup>th</sup>, 2024

**Summary/Overview:**

The Celebrate Redwood Falls Committee is making plans for the Monsters on Main Street Event as well as the Haunted Hotel which is scheduled to be open Friday, October 25<sup>th</sup>, Saturday, October 26<sup>th</sup>, Thursday, October 31<sup>st</sup>, and Friday, November 1<sup>st</sup>, 2024

City of Redwood Falls staff have met and will continue to meet with the Celebrate Redwood Falls Committee as they plan for these community events.

Staff is recommending to the City Council the following assistance and waiving of rental fees for the Celebrate Redwood Falls events:

**Haunted Hotel – October 25<sup>th</sup>, 26<sup>th</sup>, 31<sup>st</sup>, and November 1<sup>st</sup>**

- 2<sup>nd</sup> Street closed nightly from 6:00pm-11:00pm between Mill and Washington (10/31 the event will end at 10p).
- Saturday, October 26<sup>th</sup> - 2<sup>nd</sup> Street closed from 1:00pm-11:00pm between Mill and Washington- Monsters on Main Street Event
- 6 picnic tables (to be used only October 25<sup>th</sup> & 26<sup>th</sup>)
- Garbage bins along 2<sup>nd</sup> Street (Sweetman Sanitation)-Committee Responsibility
- Walk-through inspection by the building inspector the week prior to opening

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**Meeting Date: October 1, 2024**  
**AGENDA RECOMMENDATION**

**Agenda Item:** Resolution No. 58 Health Insurance Renewal and Employee Share of Premiums

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

**Summary/Overview:** Staff and the newly formed Insurance Committee worked with the City's Insurance Broker, Jenny Van Deirse, from Gallagher Insurance Consulting this year to review different Health Insurance options for the employees of the City of Redwood Falls.

For this renewal we decided to form an Insurance Committee to look at different options for Health Insurance for employees. To form the Insurance Committee, we wanted to include individuals from departments across the City to get input from all areas. The Committee consists of six employees from both non-union and union groups as well as an additional three individuals from administration. This committee was formed early this year and has met several times.

Our current HRA Health Insurance plan, which includes the self-funding model, has been in existence for over 15 years. These types of plans are getting less popular and are complicated to administer. During renewals we are finding it difficult to find carriers that can process the self-funding claims and most carriers are moving to Health Savings Account plans. The committee felt for retention of current employees and attraction of new employees offering more than one plan option for health insurance is a way to enhance our benefits. Therefore, for 2025 it is recommended to offer both an HRA health benefit as well as an HSA option.

The Insurance Committee and City Staff worked with Jenny to obtain Group Health Insurance proposals for 2025 for both the HRA and an HSA plan. Four vendors responded to the renewal and marketing summary.

Jenny renegotiated with our current health insurance provider United Healthcare as well as three other providers. At the time of renewal, the City was running a 112% loss ratio with United Healthcare and received the following bids:

UHC HRA Plan Renewal with self-funding (Same Plan Design)

- \$500/\$1000 deductible HRA plan design.
- Annual In-Network Out-of-Pocket Max \$2,400/\$4,800
- Initial UHC Renewal: 5.5% increase, increase in HRA Self-Funding 1.2% increase.
- Total Increase Gallagher Negotiated UHC renewal: 6.7%.

UHC HSA Plan- Choice Plus Addition for 2025

- HSA Plan: \$5,000/\$10,000 deductible HSA plan design
- Annual In-Network Out-of-Pocket Max \$6,000/\$12,000
- -7.7% decrease from current premium.
- City HSA Contribution Single \$1,341.36 Family \$4,189.54.

Market Check with Other Providers

- PEIP 11.0% increase 4-year commitment.
- BCBS 0% increase (HRA Administration cost not included, would need a separate vendor & extra cost).
- MHC 7.0% Increase – similar coverage as our current HRA. HRA administration would need to be outsourced.
- MHC HSA Plan .01% increase this plan had higher embedded deductibles \$11,250 & \$22,500 coinsurance 50%.
- Medica, HealthPartners and Sourcewell: All Declined to Quote.

Staff recommends accepting the renewal of our HRA group health plan with United Healthcare in 2025 at an increase of 6.7% in premiums for the HRA Plan with United Health Care in 2025. This proposal maintains the same coverages provided in 2024. For the HRA plan staff calculated employee/employer contributions, referenced in the table below, for 2025 using the 80/20 family policy formula and 90/10 single policy formula approved in prior years.

Staff also recommended adding an HSA group plan with United Healthcare in 2025 at a decrease of -7.7% in premiums. This proposal is offering a 2<sup>nd</sup> option of health insurance for employees with the City contributing HSA contributions in lieu of self-funding. The lower premium for the HSA allows for the City contribution to the employees HSA. In both plan options the total City contribution is equal for both family and single coverage.

2025 Health Insurance Premiums				
<b>HSA PLAN</b>	<b>Single</b>	<b>Per Paycheck (24)</b>	<b>Per Month</b>	<b>Total Yearly Cost</b>
<b>UHC - \$5,000</b>	Single Health Premium		\$1,097.01	\$13,164.12
	Single Self Funding		\$0.00	\$0.00
	<b>Total Single Premium</b>		<b>\$1,097.01</b>	<b>\$13,164.12</b>
	City HSA Cont. per pp	\$55.89	\$111.78	\$1,341.36
	Employee 10% per pp	\$54.85	\$109.70	\$1,316.41
	Employer 90% per pp	\$493.65	\$987.31	\$11,847.71
	<b>Total Employer Cost:</b>		<b>\$1,099.09</b>	<b>\$13,189.07</b>
<b>HSA PLAN</b>	<b>Family</b>	<b>Per Paycheck (24)</b>	<b>Per Month</b>	<b>Total Yearly Cost</b>
<b>UHC - \$5,000</b>	Family Health Premium		\$2,629.36	\$31,552.32
	Family Self Funding		\$0.00	\$0.00
	<b>Total Family Premium</b>		<b>\$2,629.36</b>	<b>\$31,552.32</b>
	City HSA Cont.	\$174.56	\$349.13	\$4,189.54
	Employee 20%	\$262.94	\$525.87	\$6,310.46
	Employer 80%	\$1,051.74	\$2,103.49	\$25,241.86
	<b>Total Employer Cost:</b>		<b>\$2,452.62</b>	<b>\$29,431.39</b>
<b>HRA PLAN</b>	<b>Single</b>	<b>Per Paycheck (24)</b>	<b>Per Month</b>	<b>Total Yearly Cost</b>
<b>UHC - HRA</b>	Single Health Premium		\$1,131.90	\$13,582.80
	Single Self Funding		\$89.31	\$1,071.72
	<b>Total Single Premium</b>		<b>\$1,221.21</b>	<b>\$14,654.52</b>
	City HSA Cont.	\$0.00	\$0.00	\$0.00
	Employee 10%	\$61.06	\$122.12	\$1,465.45
	Employer 90%	\$549.54	\$1,099.09	\$13,189.07
	<b>Total Employer Cost:</b>		<b>\$1,099.09</b>	<b>\$13,189.07</b>
<b>HRA PLAN</b>	<b>Family</b>	<b>Per Paycheck (24)</b>	<b>Per Month</b>	<b>Total Yearly Cost</b>
<b>UHC - HRA</b>	Family Health Premium		\$2,712.99	\$32,555.88
	Family Self Funding		\$352.78	\$4,233.36
	<b>Total Family Premium</b>		<b>\$3,065.77</b>	<b>\$36,789.24</b>
	City HSA Cont.	\$0.00	\$0.00	\$0.00
	Employee 20%	\$306.58	\$613.15	\$7,357.85
	Employer 80%	\$1,226.31	\$2,452.62	\$29,431.39
	<b>Total Employer Cost:</b>		<b>\$2,452.62</b>	<b>\$29,431.39</b>

**RESOLUTION NO. 58 OF 2024**

**A RESOLUTION SETTING AND ADOPTING THE 2025 CONTRACT RENEWAL OF GROUP HEALTH INSURANCE AND THE EMPLOYER'S SHARE OF PREMIUM FOR HEALTH INSURANCE COVERAGE**

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

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

**WHEREAS**, City Staff worked with the City's Insurance Broker, Jenny Van Deinse, from Gallagher Insurance Consulting to obtain Group Health Insurance proposals for 2025. Four vendors responded to the Request for Proposals. Ms. Van Deinse renegotiated with the City's current health insurance provider United Healthcare. The proposed agreement includes a 6.7% increase in premiums for the HRA plan and a -7.7 % decrease in premiums for the new HSA plan for 2025. The proposal is offering a 2<sup>nd</sup> option of health insurance for employees with the City contributing HSA contributions in lieu of self-funding as done in the HRA plan. The lower premium for the HSA plan allows for the City contribution to the employees HSA account. The employer's share for non-union of 80% for family health insurance coverage and 90% for single health insurance coverage, and maintains the same coverages provided in 2025.

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

1. The proposed agreement renewing the City's current group health insurance contract with United Healthcare for 2025 is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The agreement described above shall be maintained and insured as allowed by law.

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

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls this 1st day of October, 2024.

ATTEST:

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

(City Seal)

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

Subscribed and sworn to before me this  
1<sup>st</sup> day of October 2024.

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

**Meeting Date: October 1, 2024**

**AGENDA RECOMMENDATION**

**Agenda Item:** Resolution No. 59 Dental Insurance and Employee Share of Premiums

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

**Summary/Overview:** Staff worked with the City’s Insurance Broker, Jenny Van Deirse, from Gallagher Insurance Consulting to obtain Group Dental Insurance proposals for 2025. Jenny renegotiated with our current dental insurance provider Delta Dental of MN to renew the current contract. Staff recommends accepting the renewal of our current group dental plan with Delta Dental in 2025 at an increase of 1.50% in premiums. This proposal maintains the same coverages provided in 2024. Staff also calculated employee contributions, referenced in the table below, for 2025 with a 1.5% increase in premiums. The proposal is a 100% Employee paid benefit plan for 2025 with the monthly premiums listed below. Staff recommends accepting the Delta Dental Pathfinder 3 Plan for 2025.

**Path Finder3 Dental**

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

<b>Delta Dental Pathfinder 3</b>	<b>2024 Monthly Rate</b>	<b>2025 Monthly Rate</b>
Employee	\$ 39.67	\$ 40.27
Employee + Spouse	\$ 76.08	\$ 77.22
Employee + Children	\$ 92.35	\$ 93.74
Family	\$144.95	\$147.12

**RESOLUTION NO. 59 OF 2024**

**A RESOLUTION SETTING AND ADOPTING THE 2025 CONTRACT FOR VOLUNTARY GROUP DENTAL INSURANCE AND THE EMPLOYEE'S SHARE OF PREMIUM FOR DENTAL INSURANCE COVERAGE**

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

**WHEREAS**, the City of Redwood Falls previously established a voluntary employee Group Dental Insurance Program in 2021; and

**WHEREAS**, City Staff worked with the City's Insurance Broker, Jenny Van Deinse, from Gallagher Insurance Consulting to obtain Group Dental Insurance proposals for 2025. Ms. Van Deinse negotiated with the City's current insurance provider Delta Dental and Staff recommends accepting the Delta Dental Pathfinder 3 Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Redwood Falls that the 2025 employee Group Dental Insurance contract with Delta Dental is approved and that the employees premium increase shall be 1.50% and the employees premium share for coverage shall be 100%.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls this 1st day of October 2024.

ATTEST:

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

(City Seal)

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

Subscribed and sworn to before me this  
1st day of October, 2024.

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



## AGENDA RECOMMENDATION

**Council Meeting Date:** October 1<sup>st</sup>, 2024

**Agenda Item:** Resolution No. 60 of 2024 – Resolution Accepting Donation for Ramsey Park Improvements

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

**Summary/Overview:** Attached is Resolution No. 60 of 2024 accepting a financial donation in the amount of \$3,997.28 from The Friends of Ramsey Park. This donation allows us to replace an old display board located at the Ramsey Park Campground. With this display board we will be able to post park information as well as community & park events.

City staff would like to thank The Friends of the Park for their generous donation. We would also like to recognize their continued hard work with the fundraising efforts which makes the park what it is today.

Staff is requesting approval to accept the financial donation from The Friends of the Park.

**Attachments:** Resolution No. 60 of 2024

**RESOLUTION NO. 60 OF 2024**  
**A RESOLUTION ACCEPTING A DONATION TO THE CITY.**

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

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

<u>Name of Donor</u>	<u>Amount</u>
Friends of Ramsey Park	\$3,997.28

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

Terms or Conditions  
Contribution towards a new display board in the Ramsey Park Campground.

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

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

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

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

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 1<sup>st</sup> day of October 2024.

ATTEST:

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

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

(City Seal)

Subscribed and sworn to before me this  
1<sup>st</sup> day of October 2024.

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



Jason Halvorson  
Public Utilities Superintendent  
Phone: 507-616-7490  
Cell: 507-430-2114  
jhalvorson@ci.redwood-falls.mn.us

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## AGENDA RECOMMENDATION

**Meeting Date:** October 1, 2024

**Agenda Item:** Resolution No. 61 of 2024 – Cancellation of Transformer Order PO#421100

**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 May 18, 2022, a transformer order for 33 transformers was placed with Irby Utilities with a delivery date of May 1, 2023. After many back and forth emails, to this date we still have not received these transformers. The latest delivery date that we have seen is December 31, 2024.

After consulting with DGR Engineering, we feel it is in our best interest to cancel the transformer order due to breach of agreement and for failing to complete it within a reasonable timeframe.

**Attachments:** Resolution No. 61 of 2024  
Material Agreement

**RESOLUTION NO. 61 OF 2024**

**AUTHORIZATION TO TERMINATE MATERIAL AGREEMENT  
WITH IRBY UTILITIES**

**WHEREAS**, on May 17, 2022, the City of Redwood Falls (“City”) entered into a Material Agreement (“Agreement”) with Irby Utilities, of Eagan Minnesota (“Irby”), to purchase specified materials pursuant to Minnesota Statutes Section §412.221, subd. 2 for the benefit of its citizens; and

**WHEREAS**, the Agreement was for the purchase of thirty-three single phase transformers, with a delivery date no later than May 1, 2023; and

**WHEREAS**, under the Agreement, the City was to pay Irby in the amount of \$327,318.00 within thirty (30) days of receipt of the materials in acceptable condition and associated invoice; and

**WHEREAS**, Irby has materially breached the Agreement by failing to complete the order by May 1, 2023, or within a reasonable time after such deadline. As of the date of this resolution, none of the thirty-three (33) single phase transformers have been delivered to the City; and

**WHEREAS**, Staff recommends termination of the Agreement with Irby pursuant to Section 1.06 of the Agreement.

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

1. Termination of the Agreement, for breach of terms as described above, is approved and executed by the City Council.
2. This Resolution shall act as Termination of the Agreement with Irby pursuant to Section 1.06 of the Agreement and shall be effective upon seven (7) days written notice to Irby as contemplated by the Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 1st day of October 2024.

ATTEST:

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

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

(City Seal)

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

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

## MATERIAL AGREEMENT

THIS AGREEMENT made as of May 5, 2022 between Irby Utilities, Eagan, Minnesota (hereinafter called the "Supplier"), and City of Redwood Falls/Public Utilities, Redwood Falls, Minnesota (hereinafter called the "Owner"),

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named agree as follows:

### 1.01 SCOPE OF WORK.

- A. The Supplier agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Supplier the equipment under Bid No. 1, in strict accordance with the documents entitled "Furnishing Single-Phase Padmount Transformers for City of Redwood Falls/Public Utilities, Redwood Falls, Minnesota".

### 1.02 THE CONTRACT DOCUMENTS.

- A. The Contract Documents shall consist of this written Agreement, Bid Form, Advertisement for Bids, Instructions to Bidders, Addendums issued numbers NA, Insurance Policies and Certificates, General Requirements, Performance Bond, drawings and specifications, tests and engineering data, approved change orders, Supplier's Requests for Payment, and all addenda issued by the Owner prior to the awarding of the Contract (collectively, the "Contract Documents"). All of the Contract Documents listed in this Material Agreement are hereby incorporated by this reference as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto.

### 1.03 TIME OF COMPLETION.

- A. The work to be performed under this contract shall be commenced upon execution of this Agreement and shall be fully completed by May 1, 2023.

### 1.04 THE CONTRACT SUM.

- A. The Owner shall pay the Supplier for the equipment, in current funds: The Owner shall pay to the Supplier for performance of the work encompassed by this Agreement, and the Supplier will accept as full compensation therefore the lump sum of three hundred twenty-seven thousand, three hundred eighteen and 0/100 (\$327,318.00), subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.

### 1.05 PAYMENT.

- A. Payment to the Supplier will be made on the basis of one hundred percent (100%) of the base bid within thirty (30) days of receipt of the materials in acceptable condition and associated invoice.

## **1.06 TERMINATION.**

- A. This Agreement may be terminated by either party upon seven (7) days written notice should the other party breach the terms of this Agreement.

## **1.07 ASSIGNMENT.**

- A. The Supplier shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Supplier shall remain liable for the performance of the work under this Agreement.

## **1.08 PARTIAL INVALIDITY.**

- A. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Minnesota, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

## **1.09 WAIVER.**

- A. No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Supplier to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

## **1.10 ENTIRE AGREEMENT.**

- A. The within Agreement, together with the Contract Documents, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.

## **1.11 COUNTERPARTS.**

- A. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

## **1.12 GOVERNING LAW.**

- A. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Redwood County, State of

Minnesota or the United States District Court for the State of Minnesota. This transaction shall be governed by the laws of the State of Minnesota.

**1.13 NOTICES.**

- A. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:

If to Supplier:

City of Redwood Falls/Public Utilities  
333 South Washington Street  
Redwood Falls, MN 56283

Irby Utilities  
980 Lone Oak Road  
Eagan, MN 55121

**1.14 CASUALTY INSURANCE.**

- A. Except when the risk of loss of the Equipment is with Owner, Supplier shall maintain on the Equipment insurance against loss or damage by fire, lightning and all other risks covered by the so-called extended coverage insurance endorsement in an amount equal to the full insurable value of the Equipment. Upon the request of Owner, Supplier shall deliver to Owner a certificate of insurance evidencing the insurance required by this section.

**1.15 RISK OF LOSS.**

- A. Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner's Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Buyer accepts the Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

City of Redwood Falls/Public Utilities  
Owner

By *[Signature]* 5-17-22

ATTEST:  
By *[Signature]* 5-17-22

Irby Utilities  
Supplier

By *[Signature]* 5-11-22

ATTEST:  
By *[Signature]* 5-11-22

**Meeting Date: October 1, 2024**

## AGENDA RECOMMENDATION

**Agenda Item:** Resolution No. 62 of 2024

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

**Summary/Overview:** The Council approved the grant submission for the Clear Zone Protection Plan Development (CZAP) at the regularly scheduled meeting held on September 17, 2024. That was submitted and MnDOT Aeronautics was able to immediately issue grant agreement 1058059 for Council approval and signature.

Staff is recommending the approval of Resolution No. 62 that will enable the development of the CZAP. MnDOT Aeronautics has earmarked the 70/30 grant funds for the plan development. The total cost of the project is not to exceed \$10,000.00 with the state share of \$7,000.00 and local share of \$3,000.00.

**Attachments:** Resolution No. 62 of 2024  
MnDOT Agreement No. 1058059



**RESOLUTION NO. 62 OF 2024**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT  
EXCLUDING LAND ACQUISITION**

**WHEREAS**, the City of Redwood Falls is resolved to the following: That the State of Minnesota Agreement No. 1058059, “Grant Agreement for Airport Improvement Excluding Land Acquisition,” for State Project No. A6401-60 at the Redwood Falls Municipal Airport is accepted.

**FURTHERMORE**, the Mayor and City Administrator are authorized to execute this Agreement and any amendments on behalf of the City of Redwood Falls.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls this 1st day of October 2024.

ATTEST:

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

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

(City Seal)

**CERTIFICATION**

STATE OF MINNESOTA

COUNTY OF REDWOOD

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the City of Redwood Falls at an authorized meeting held on the 1st day of October 2024, as shown by the minutes of the meeting in my possession.

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

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

(Corporate Seal)

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

**STATE OF MINNESOTA  
STATE AIRPORTS FUND  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The City of Redwood Falls 333 S. Washington Street, P.O. Box 526 Redwood Falls, MN 56283-0526 ("Grantee").

**RECITALS**

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1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

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**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **A6401-60**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - grant Request Letter; Exhibit "B"- Credit Application, and Exhibit "C" - Cost split, are attached and incorporated into this Agreement.

**2 Grantee's Duties**

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

### 3 Time

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

### 4 Cost and Payment

- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Clear Zone Acquisition Plan (CZAP)	0%	70%	30%

Federal Committed:	\$ 0.00
State:	<b>\$ 7,000.00</b>
Grantee:	<b>\$ 3,000.00</b>

No funds are committed by the U.S. Government for this Project. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 **Travel Expenses.** No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$7,000.00.**

#### 4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by **Credit Application**. Exhibit "**B**", which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly, or as work completion dictates.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as

required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

**4.5.4 Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

**4.5.5 Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

**4.5.5.1** The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

**4.5.5.2** Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

**4.5.5.3** At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

**4.5.6 Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

**4.5.7 Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

**4.6 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

## 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

## 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; ([luke.bourassa@state.mn.us](mailto:luke.bourassa@state.mn.us)) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; ([brian.conklin@state.mn.us](mailto:brian.conklin@state.mn.us)) (651)252-7658 or their successor. The State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

**Jim Doering, Public Works Project Coordinator**

Phone (507) 616-7400 [jdoering@ci.redwood-falls.mn.us](mailto:jdoering@ci.redwood-falls.mn.us)

City of Redwood Falls  
 333 S. Washington Street, P.O. Box 526  
 Redwood Falls, MN 56283-0526

Or their successor.

If the Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## 8 Liability

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

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

### 10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and

Documents created and paid for under this agreement. “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

### 10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## 11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

## 12 **Publicity and Endorsement**

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

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

## 13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal

proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 14 Termination; Suspension

- 14.1 Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
- 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

#### 15 Data Disclosure

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

- 16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).

- 17 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for

employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

20 **Additional Provisions**  
[Intentionally left blank.]

**[The remainder of this page has intentionally been left blank.]**



**MnDOT ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By:

Date:

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION, as delegated**

By:

Date:

**MnDOT CONTRACT MANAGEMENT, for form and execution**

By:

Date:

**GRANTEE**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Jim Doering  
Public Works Project Coordinator  
Phone: 507-637-5755  
Fax: 507-637-2417  
[jdoering@ci.redwood-falls.mn.us](mailto:jdoering@ci.redwood-falls.mn.us)

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September 19, 2024

Mr. Luke Bourassa  
Airport Development Engineer  
MnDOT Office of Aeronautics  
395 John Ireland Boulevard  
St. Paul, MN 55155

RE: Grant Application  
Redwood Falls Municipal Airport (RWF)  
Runway 12/30 & 5/23 Clear Zone Acquisition Plan (CZAP)

Dear Mr. Bourassa:

Please find enclosed the following document for the aforementioned project at the Redwood Falls Municipal Airport located in Redwood Falls, Minnesota:

- Runway 12/30 & 5/23 CZAP Proposal

The Clear Zone Acquisition Plan (CZAP) will detail existing and future ownership of the MnDOT clear zone.

Redwood Falls requests a State grant agreement in the amount of **\$7,000** for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at [jdoering@ci.redwood-falls.mn.us](mailto:jdoering@ci.redwood-falls.mn.us) or (507) 616-7400.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Doering', is placed above the typed name.

Jim Doering  
Public Works Project Coordinator

cc: Brian Conklin, MnDOT Aeronautics  
Chris Gardner, Bolton & Menk, Inc.  
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

MINNESOTA DEPARTMENT OF TRANSPORTATION  
OFFICE OF AERONAUTICS  
395 JOHN IRELAND BOULEVARD, MS 410  
ST. PAUL, MINNESOTA 55155-1800  
airportdevelopment@state.mn.us

Airport Name \_\_\_\_\_

State Project No. \_\_\_\_\_

Federal Project No. \_\_\_\_\_

Mn/DOT Agreement No. \_\_\_\_\_

### CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning \_\_\_\_\_, 20\_\_ ; ending \_\_\_\_\_, 20\_\_.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

**\*FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of the Municipality of \_\_\_\_\_, in the County  
of \_\_\_\_\_, State of Minnesota; that he/she has prepared the foregoing Credit Application,  
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own  
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT "C"**

**Airport:** Redwood Falls Municipal Airport  
**Ident:** RWF  
**Sponsor:** Redwood Falls, MN  
**State Project:** A6401-60  
**State Agreement #:**  
**Description:** Clear Zone Acquisition Plan (CZAP)  
**Version Date:** 8/14/2023 (date modified)

Construction	Description	Total	State Funding Rate	State	Local
		\$ -	70%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
<b>CONSTRUCTION SUBTOTAL</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>
Engineering	Description	Total		State	Local
		\$ -	70%	\$ -	\$ -
	Clear Zone Acquisition Plan (CZAP) - Bolton & Menk, Inc.	\$ 10,000.00	70%	\$ 7,000.00	\$ 3,000.00
		\$ -	70%	\$ -	\$ -
<b>ENGINEERING SUBTOTAL</b>		<b>\$ 10,000.00</b>		<b>\$ 7,000.00</b>	<b>\$ 3,000.00</b>
Administration	Description	Total		State	Local
		\$ -	70%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
<b>ADMINISTRATION SUBTOTAL</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>
		<b>Grant Amounts \$ 10,000.00</b>		<b>\$ 7,000.00</b>	<b>\$ 3,000.00</b>
		<b>Grant Percentages 100.00%</b>		<b>70.00%</b>	<b>30.00%</b>

**Meeting Date: October 1, 2024**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Resolution No. 63 of 2024

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

**Summary/Overview:** Resolution No. 63 Authorizes Task Order No. 2024-6 with Bolton and Menk, Inc. (BMI) to provide the listed scope of planning, design and bidding services for the Redwood Falls Airport 80x80 Hangar Project. Completion of the project scope is anticipated to facilitate construction during the 2025 and 2026 seasons.

The Council approved the Airport CIP on September 17, 2024. This hangar project is listed on the CIP for 2025 construction and the 2025 proposed budget. To facilitate construction of the project in 2025 and get allotted funds under contract before expiration, engineering and design work needs to start this fall to have the project ready for bidding April of 2025.

The Council should be aware the pre-application for the earmarked funds is due in June with bid results, approved plans and specifications. The execution of the Federal and State grants by Council is anticipated to take place at the first meeting in August 2025. Construction can then commence upon execution of the grant. The first draw of the grant to cover accrued expenses would be September 2025.

Staff recommends approval. Please refer to the attached task order for the full scope and list of services and anticipated fee.

**Attachments:** Resolution No. 63 of 2024  
Task Order No. 2024-6

**RESOLUTION NO. 63 OF 2024**  
**AUTHORIZATION TO EXECUTE TASK ORDER NO. 2024-6**  
**FOR REDWOOD FALLS MUNICIPAL AIRPORT 80 X 80 HANGAR DESIGN PROJECT**

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

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

**WHEREAS**, On September 17, 2024, Council approved the Redwood Falls Airport Capital Improvement Plan (“CIP”), which included the Airport’s 80x80 Hangar Project; and

**WHEREAS**, Task Order No. 2024-6 outlines the specific professional tasks to be completed by Bolton & Menk, Inc. in connection with the 80x80 Hangar Project and is estimated to cost \$65,000.00 which is not to be exceeded without prior authorization; and

**WHEREAS**, the funding break down is 95% Federal FAA reimbursable, 2.5% State reimbursable and 2.5% local airport funding; and

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

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

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

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

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

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 1st day of October 2024.

ATTEST:

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

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

(City Seal)

Subscribed and sworn to before me this  
1st day of October 2024.

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



**BOLTON  
& MENK**

Real People. Real Solutions.

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

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

September 23, 2024

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

RE: Redwood Falls Municipal Airport (RWF)  
80' x 80' Hangar– Design AIG Funded  
BMI Work Order No.6  
Proposal for Professional Services

Dear Mr. Doering,

Bolton & Menk is pleased to submit our proposal for Professional Services for the 80' x 80' Hangar design project at the Redwood Falls Municipal Airport.

Our understanding of the project is the city desires to construct an 80-foot wide by 80-foot deep hangar. The hangar shall have a door opening clearance of at least 18 feet. The hangar will be designed to meet the following minimum standards:

- Pre-engineering metal building
- Concrete footings, foundation, and floor slab.
- Bi-fold or hydraulic door.
- LED light fixtures.
- Electrical receptacles
- Embedded pedestrian door.
- Designed for cold storage.
- Accommodate future sewer, water, and gas utility connections.

This proposal will include design and bid administration services. Construction administration services will be completed under a future work order.



**SCOPE OF SERVICES:**

**TASK 1 DESIGN & BID ADMINISTRATION:**

**1.1 Project Scoping**

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, FAA, MnDOT, and other applicable agencies to complete the work elements in Task 1.

**1.2 Project Meetings**

Up to four (4) meetings with the City, FAA, and MnDOT are included. It is anticipated that these meetings will include appropriate City, FAA, and MnDOT personnel and be conducted both virtually and in person. Meetings will be scheduled as necessary for work items included in Task 1.

**1.3 Topographical Survey**

Consultant shall establish survey control for the design survey utilizing existing established control points adjacent to the airport. Redwood County coordinates shall be utilized for the survey. Survey work will include all utilities, pavement center, edges, and intermediate shots, ground shots, lights, signs, drainage structures, and buildings. It is anticipated survey fieldwork will require one (1) trip to the airport. Consultant shall convert the survey data in CAD format for use in design.

**1.4 Engineer's Design Report (EDR)**

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

- Project Scope
- Preliminary Site Photographs
- Applicable AIP and Design Standards
- Airport Operational Safety
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- Navigational Aids
- Pavement Markings
- Environmental Considerations
- Existing Utilities
- Miscellaneous Work Items
- Life Cycle Cos Analysis
- Modification of AIP Standards
- AIP Non-eligible Work Items
- DBE Participation

- Project Schedule
- Preliminary Cost Estimate
- Preliminary Project Budget

### **1.5 Construction Safety and Phasing Plan (CSPP)**

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

### **1.6 Prepare Preliminary Plans, Specifications, and Cost Estimate**

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Preliminary plans will include design services for site preparation, civil site work, erosion control, stormwater management, pavement construction, and hangar construction.

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project and expected to include the following:

- Title Sheet
- Construction Safety and Phasing Plan
- Statement of Estimated Quantities
- Storm Water Pollution Prevention Plan (SWPPP)
- Erosion Control Plan
- Demolition Plan
- Typical Sections
- Apron Plan and Profile
- Hangar Floor Plan
- Hangar Elevation Details
- Hangar Structural Details
- Hangar Electrical Details

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA and MnDOT specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA or MnDOT specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

### **1.7 Final Plans, Specifications, and Cost Estimate**

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

#### **1.8 FAA Final Plans and Specifications Review**

Per FAA policy, Consultant shall submit the final draft plans and specifications to FAA for review. Consultant will review and address all FAA comments on the plans and specifications for preparation of the final bidding documents.

#### **1.9 Prepare Final Bidding Documents**

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The Sponsor shall pay for the associated cost of advertising.

#### **1.10 Pre-Bid and Bid Opening**

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

#### **1.11 Bid Assistance, Review, and Award**

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on

request of the Sponsor.

**1.12 Prepare Grant Application**

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

**CONSIDERATION:**

The services described above in this proposal shall be completed on a **LUMP SUM** basis of **\$65,000**.

The anticipated funding participation is as follows:

- Federal (95%): \$ 61,750.00
- State (2.5%): \$ 1,625.00
- Local (2.5%): \$ 1,625.00

**SCHEDULE:**

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

- Design: October 2024 – March 2024
- Bid Letting: April 2025
- Construction: August – December 2025

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

Sincerely,

**Bolton & Menk, Inc.**



**Silas Parmar, P.E.**

Aviation Project Manager

\*\*\*\*\*

**Authorization and acceptance of this letter proposal.**

**Redwood Falls, Minnesota**

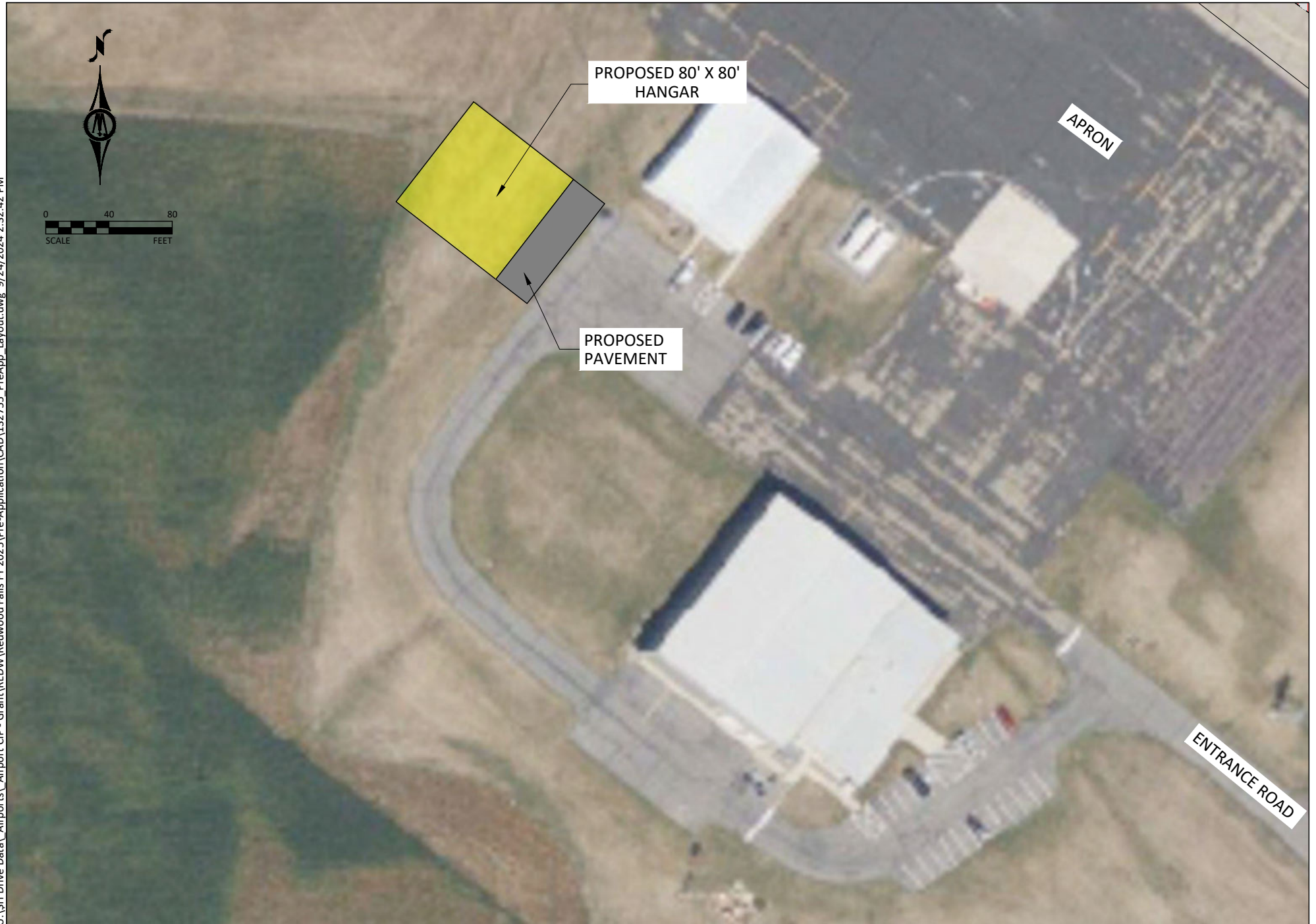
\_\_\_\_\_  
Mr. Tom Quackenbush  
Mayor

\_\_\_\_\_  
Date



**PROJECT FEE ESTIMATE**

<b>CLIENT:</b>	Redwood Falls, MN						<b>DATE:</b>	9/23/2024
<b>PROJECT:</b>	Redwood Falls Municipal Airport (RWF) - 80' x 80' Hangar - Design						<b>PREPARED BY:</b>	SP
Task	Task Description	Estimated Person Hours Required						Totals
		Sr. Eng.	Proj. Eng.	Grad. Eng.	Surveyor	Sr. Planner	Admin.	
<b>1</b>	<b>Design &amp; Bid Administration</b>							
1.1	Project Scoping	8	4	0	0	4	2	19
1.2	Project Meetings	8	8	0	0	16	2	34
1.3	Topographical Survey	0	4	8	8	0	0	20
1.4	Engineer's Design Report	4	16	8	0	0	4	32
1.5	Construction Safety and Phasing Plan (CSPP)	4	8	16	0	0	0	28
1.6	Prepare Prelim. Plans, Specs., and Cost Est.	20	40	100	0	0	20	180
1.7	Prepare Final Plans, Specs., and Cost Est.	10	20	50	0	0	10	90
1.8	FAA Final Plans and Specs. Review	4	4	8	0	0	3	19
1.9	Prepare Final Bidding Documents	2	0	0	0	0	2	4
1.10	Pre-Bid and Bid Opening	2	0	0	0	0	2	4
1.11	Bid Assistance, Review, and Award	8	8	0	0	0	4	20
1.12	Prepare Grant Application	4	4	0	0	0	4	12
<b>Total Person Hours</b>		<b>74</b>	<b>116</b>	<b>190</b>	<b>8</b>	<b>20</b>	<b>53</b>	<b>462</b>
Direct Labor Rate		\$60.00	\$40.00	\$30.00	\$45.00	\$37.00	\$27.00	
Total Direct Labor Cost		\$4,440.00	\$4,640.00	\$5,700.00	\$360.00	\$740.00	\$1,431.00	\$17,376.00
Overhead Rate 2.257		\$10,021.08	\$10,472.48	\$12,864.90	\$812.52	\$1,670.18	\$3,229.77	\$39,217.63
<b>Subtotal Labor Cost</b>								<b>\$56,593.63</b>
<b>Direct Expenses</b>								
<b>Total Expenses</b>								<b>\$0.00</b>
Fixed Fee 15% x Subtotal Labor Cost								\$8,489.04
<b>Total Task 1</b>								<b>\$65,083.00</b>



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**Meeting Date: October 1, 2024**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Resolution No. 64 of 2024

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

**Summary/Overview:** Resolution No. 64 Authorizes Task Order No. 2024-7 with Bolton and Menk, Inc. (BMI) to provide the listed scope of planning, design and bidding services for the Redwood Falls Airport 12/30 Rehab and Edge Lighting, NAVAIDS, Beacon and Windcone Replacement Project. Completion of the project scope is anticipated to facilitate construction during the 2025 and 2026 seasons.

The Council approved the Airport CIP on September 17, 2024. This hangar project is listed on the CIP for 2025 construction and the 2025 proposed budget. To facilitate construction of the project in 2025 and get allotted funds under contract before expiration, engineering and design work needs to start this fall to have the project ready for bidding April of 2025.

The Council should be aware the pre-application for the earmarked funds is due in June with bid results, approved plans and specifications. The execution of the Federal and State grants by Council is anticipated to take place at the first meeting in August 2025. Construction can then commence upon execution of the grant. The first draw of the grant to cover accrued expenses would be September 2025.

Staff recommends approval. Please refer to the attached task order for the full scope and list of services and anticipated fee.

**Attachments:** Resolution No. 64 of 2024  
Task Order No. 2024-7

**RESOLUTION NO. 64 OF 2024**  
**AUTHORIZATION TO EXECUTE TASK ORDER NO. 2024-7**  
**FOR REDWOOD FALLS MUNICIPAL AIRPORT 12/30 REHAB,**  
**EDGE LIGHTING, NAVAID, BEACON AND WINDCONE REPLACEMENT PROJECT**

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

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

**WHEREAS**, On September 17, 2024, Council approved the Redwood Falls Airport Capital Improvement Plan (“CIP”), which included the Airport’s 12/30 Rehab and Edge Lighting, NAVAIDS, Beacon and Windcone Replacement Project (“Project”); and

**WHEREAS**, Task Order No. 2024-7 outlines the specific professional tasks to be completed by Bolton & Menk, Inc. in connection with the Project and is estimated to cost \$300,000.00 which is not to be exceeded without prior authorization; and

**WHEREAS**, the funding break down is 95% Federal FAA reimbursable, 2.5% State reimbursable and 2.5% local airport funding; and

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

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

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

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

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

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 1st day of October 2024.

ATTEST:

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

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

(City Seal)

Subscribed and sworn to before me this  
1st day of October 2024.

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





**BOLTON  
& MENK**

Real People. Real Solutions.

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

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

September 23, 2024

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

RE: Redwood Falls Municipal Airport (RWF)  
Runway 12/30 Rehab. and Edge Lighting System Replacement Project – Design FAA AIP Funded  
Runway 12/30 NAVAIDS, Beacon, and Windcone Replacement – Design AIG Funded  
BMI Work Order No.7  
Proposal for Professional Services

Dear Mr. Doering,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Runway 12/30 Rehabilitation and Lighting System Replacement design project at the Redwood Falls Municipal Airport.

Our understanding of the project is the city desires to complete a mill and bituminous overlay on Runway 12/30 and replace the existing edge lighting system (runway edge lights, taxiway edge lights, guidance signs, NAVAIDS, beacon, and windcone) with a new LED system.

Runway 12/30 was last rehabilitated in 2009. Based upon the 2021 MnDOT Pavement Condition Index (PCI) Report, Runway 12/30 has a PCI rating between 63-70 which is considered in “fair” condition. The pavement is currently exhibiting signs of distress including longitudinal and transverse cracking and raveling. To extend the life of the pavement, a mill and overlay will be completed.

With this project requiring the closure of Runway 12/30, the project will also replace the lighting system with an LED version. The existing system was originally installed in 1995 and has reached the end of its useful life. Funding for this project shall be a combination of FAA Airport Improvement Program (AIP) and Airport Infrastructure Grant (AIG) funds. Components of the new lighting system will include the following:

- Runway Edge Lights – AIP Funded
- Taxiway Edge Lights – AIP Funded
- Guidance Signs – AIP Funded
- Rotating Beacon – AIG Funded
- Windcone – AIG Funded
- Precision Approach Path Indicators – AIG Funded
- Runway End Identifier Lights – AIG Funded

- Electrical Vault Equipment – AIP/AIG Funded

This proposal will include design and bid administration services. Construction administration services shall be completed via a separate work order.

### **SCOPE OF SERVICES:**

#### **TASK 1 AIP - RUNWAY 12/30 REHABILITATION & EDGE LIGHTING DESIGN & BID ADMINISTRATION:**

##### **1.1 Project Scoping**

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, FAA, MnDOT, and other applicable agencies to complete the work elements in Task 1.

##### **1.2 Project Meetings**

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

##### **1.3 Prepare DBE Program Update**

Since the project is anticipated to use more than \$250,000 of federal grant funds, the annual Disadvantaged Business Enterprise goals will be updated to reflect the current project. This task includes research of the current state highway certified DBE listings and area contractors to determine the availability of potential DBE contractors, preparation of preliminary construction estimates, and identification of potential DBE work items. The DBE goal work sheets will be finalized for Sponsor submittal to the FAA Civil Rights Office.

##### **1.4 Environmental Documentation**

Consultant will identify potential environmental concerns that may need to be taken into consideration with the proposed airport development. To identify potential environmental concerns, a Section 106 Cultural Resource and Aquatic Resource Delineation field surveys will be completed. The Cultural Resource field survey includes archaeology and architectural field surveys. For the Cultural Resource field survey, a Tribal Cultural Specialist (TCS) will be invited to participate and be present during the field survey. Cost for the TCS to join are included as part of this project. The Section 106 Cultural Resource field survey will identify any historic property on the airport, complete architectural review, and complete Level 1 delineation over the areas of existing and future development boundaries, and evaluate the effects on future development, and identify mitigation strategies. The Aquatic Resource Delineation field survey will be an off-site/Level 1 delineation and will identify boundaries of aquatic resources, delineate wetlands, evaluate the effects on future development, and identify mitigation strategies. Environmental concerns may include potential impacts to wetlands, residential, farmland, floodplains, rare species, etc. Not all impact categories identified through the National Environmental Policy Act (NEPA) will be evaluated. However, if development of a facility has the potential to impact one of these categories, then the general potential impacts to that category will be discussed. Noise

analysis is not included in this proposal.

Consultant will summarize all information and complete a Categorical Exclusion (CATEX) waiver document for the project. Consultant will conduct a site visit and contact various local, state, and federal agencies which may have jurisdiction in the proposed development. The format for this document will follow the procedures set forth in Federal Aviation Administration (FAA) Order 5050B. Copies of the final document will be distributed to the FAA for review and finding.

### **1.5 Topographical Survey**

Consultant shall establish survey control for the design survey utilizing existing established control points adjacent to the airport. Redwood County coordinates shall be utilized for the survey. Survey work will include all utilities, pavement center, edges, and intermediate shots, ground shots, lights, signs, drainage structures, and buildings. It is anticipated survey fieldwork will require three (3) trips to the airport. Consultant shall convert the survey data in CAD format for use in design.

### **1.6 Final Engineer's Design Report (EDR)**

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

- Project Scope
- Preliminary Site Photographs
- Applicable AIP and Design Standards
- Airport Operational Safety
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- Navigational Aids
- Pavement Markings
- Environmental Considerations
- Existing Utilities
- Miscellaneous Work Items
- Life Cycle Cos Analysis
- Modification of AIP Standards
- AIP Non-eligible Work Items
- DBE Participation
- Project Schedule
- Preliminary Cost Estimate
- Preliminary Project Budget

### **1.7 Construction Safety and Phasing Plan (CSPP)**

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

### **1.8 Prepare Preliminary Plans, Specifications, and Cost Estimate**

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Preliminary plans will include design services for site preparation, civil site work, erosion control, stormwater management, pavement rehabilitation, and lighting system replacement.

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project and expected to include the following:

- Title Sheet
- Construction Safety and Phasing Plan
- Statement of Estimated Quantities
- Storm Water Pollution Prevention Plan (SWPPP)
- Erosion Control Plan
- Demolition Plan
- Typical Sections
- Plan and Profile
- Cross Sections
- Lighting Design
- Lighting Details

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA and MnDOT specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA or MnDOT specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

### **1.9 Final Plans, Specifications, and Cost Estimate**

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

### **1.10 FAA Final Plans and Specifications Review**

Per FAA policy, Consultant shall submit the final draft plans and specifications to FAA for review. Consultant will review and address all FAA comments on the plans and specifications for preparation of the final bidding documents.

### **1.11 Prepare Final Bidding Documents**

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The Sponsor shall pay for the associated cost of advertising.

#### **1.12 Pre-Bid and Bid Opening**

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

#### **1.13 Bid Assistance, Review, and Award**

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project. Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on request of the Sponsor.

#### **1.14 Prepare Grant Application**

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

## **TASK 2: AIG - RUNWAY 12/30 NAVAIDS, BEACON, WINDCONE DESIGN & BID ADMINISTRATION:**

### **2.1 Topographical Survey**

Consultant shall establish survey control for the design survey utilizing existing established control points adjacent to the airport. Redwood County coordinates shall be utilized for the survey. Survey work will include all utilities, pavement center, edges, and intermediate shots, ground shots, lights, signs, drainage structures, and buildings. It is anticipated survey field work will require two (2) trips to the airport. Consultant shall convert the survey data in CAD format for use in design.

### **2.2 Prepare Preliminary Plans, Specifications, and Cost Estimate**

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Preliminary plans will include design services for site preparation, civil site work, erosion control, stormwater management, and lighting system replacement.

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project and expected to include the following:

- Title Sheet
- Construction Safety and Phasing Plan
- Statement of Estimated Quantities
- Storm Water Pollution Prevention Plan (SWPPP)
- Erosion Control Plan
- Demolition Plan
- Typical Sections
- Plan and Profile
- Cross Sections
- Lighting Design
- Lighting Details

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA and MnDOT specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA or MnDOT specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

### **2.3 Final Plans, Specifications, and Cost Estimate**

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

#### **2.4 FAA Final Plans and Specifications Review**

Per FAA policy, Consultant shall submit the final draft plans and specifications to FAA for review. Consultant will review and address all FAA comments on the plans and specifications for preparation of the final bidding documents.

#### **2.5 Bid Assistance, Review, and Award**

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project. Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on request of the Sponsor.

#### **2.6 Prepare Grant Application**

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

**CONSIDERATION:**

The services described above in this proposal shall be completed on a LUMP SUM basis as follows:

- Task 1 AIP Funded Runway 12/30 Rehab. & Edge Lighting \$ 250,000.00
- Task 2 AIG Funded Runway 12/30 NAVAID System \$ 50,000.00
- **TOTAL \$ 300,000.00**

The anticipated funding participation is as follows:

- Federal (95%): \$ 285,000.00
- State (2.5%): \$ 7,500.00
- Local (2.5%): \$ 7,500.00

**SCHEDULE:**

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

- Design: October 2024 – March 2024
- Bid Letting: April 2025
- Construction: August – December 2025

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

Sincerely,

**Bolton & Menk, Inc.**



**Silas Parmar, P.E.**

Aviation Project Manager

\*\*\*\*\*

**Authorization and acceptance of this letter proposal.**

**Redwood Falls, Minnesota**

\_\_\_\_\_  
Mr. Tom Quackenbush  
Mayor

\_\_\_\_\_  
Date





**PROJECT FEE ESTIMATE**

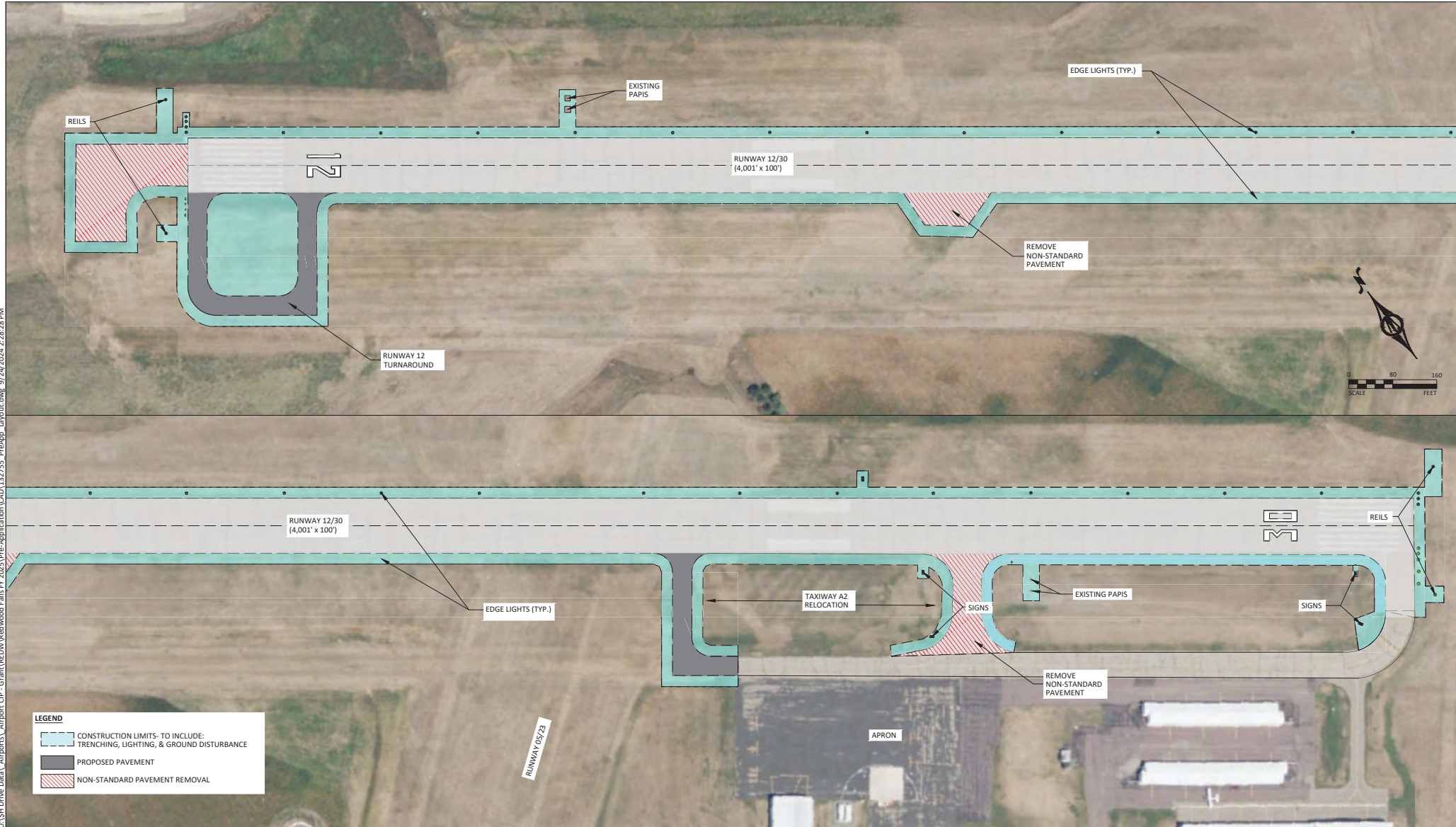
<b>CLIENT:</b>	Redwood Falls, MN					<b>DATE:</b>	9/23/2024	
<b>PROJECT:</b>	Redwood Falls Municipal Airport (RWF) - Runway 12/30 Rehabilitation (Mill & Overlay) & Lighting System Replacement - Design					<b>PREPARED BY:</b>	SP	
<b>Task</b>	<b>Task Description</b>	<b>Estimated Person Hours Required</b>						<b>Totals</b>
		<b>Senior Eng.</b>	<b>Project Eng.</b>	<b>Eng. Tech.</b>	<b>Surveyor</b>	<b>Env. Planner</b>	<b>Admin.</b>	
<b>1</b>	<b>AIP: Rwy 12/30 Rehab. &amp; Edge Lighting Design &amp; Bid Administration</b>							
1.1	Project Scoping	16	8	0	0	4	8	36
1.2	Project Meetings	40	40	0	0	8	8	96
1.3	Prepare DBE Program Update	4	8	0	0	0	24	36
1.4	Environmental Documentation	8	40	40	0	120	34	242
1.5	Topographical Survey	2	8	8	40	0	0	58
1.6	Engineer's Design Report	12	60	24	0	0	8	104
1.7	Construction Safety and Phasing Plan (CSPP)	12	40	24	0	0	8	84
1.8	Prepare Prelim. Plans, Specs., and Cost Est.	60	180	240	12	0	40	532
1.9	Prepare Final Plans, Specs., and Cost Est.	24	100	120	6	0	24	274
1.10	FAA Final Plans and Specs. Review	8	24	40	0	0	8	80
1.11	Prepare Final Bidding Documents	2	4	0	0	0	12	18
1.12	Pre-Bid and Bid Opening	8	8	0	0	0	4	20
1.13	Bid Assistance, Review, and Award	8	8	0	0	0	4	20
1.14	Prepare Grant Application	4	8	0	0	0	8	20
<b>Total Person Hours</b>		<b>208</b>	<b>536</b>	<b>496</b>	<b>58</b>	<b>132</b>	<b>190</b>	<b>1620</b>
Direct Labor Rate		\$60.00	\$40.00	\$30.00	\$45.00	\$37.00	\$27.00	
Total Direct Labor Cost		\$12,480.00	\$21,440.00	\$14,880.00	\$2,610.00	\$4,884.00	\$5,130.00	\$61,424.00
Overhead Rate 2.257		\$28,167.36	\$48,390.08	\$33,584.16	\$5,890.77	\$11,023.19	\$11,578.41	\$138,633.97
<b>Subtotal Labor Cost</b>								<b>\$200,057.97</b>
<b>Direct Expenses</b>								
		Electrical Engineering						\$20,000.00
<b>Total Expenses</b>								<b>\$20,000.00</b>
Fixed Fee 15% x Subtotal Labor Cost								\$30,008.70
<b>Total Task 1</b>								<b>\$250,067.00</b>
<b>Task</b>	<b>Task Description</b>	<b>Estimated Person Hours Required</b>						<b>Totals</b>
		<b>Senior Eng.</b>	<b>Project Eng.</b>	<b>Eng. Tech.</b>	<b>Surveyor</b>	<b>Env. Planner</b>	<b>Admin.</b>	
<b>2</b>	<b>AIG: Rwy 12/30 NAVAIDS, Windcone, Beacon Design &amp; Bid Admin.</b>							
2.1	Topographical Survey	2	4	8	16	0	0	32
2.2	Prepare Prelim. Plans, Specs., and Cost Est.	8	20	40	0	0	13	101
2.3	Prepare Final Plans, Specs., and Cost Est.	4	10	20	0	0	8	52
2.4	FAA Final Plans and Specs. Review	8	8	8	0	0	4	32
2.5	Bid Assistance, Review, and Award	4	4	0	0	0	4	16
2.6	Prepare Grant Application	4	4	0	0	0	4	16
<b>Total Person Hours</b>		<b>30</b>	<b>50</b>	<b>76</b>	<b>16</b>	<b>0</b>	<b>33</b>	<b>249</b>
Direct Labor Rate		\$60.00	\$40.00	\$30.00	\$45.00	\$37.00	\$27.00	
Total Direct Labor Cost		\$1,800.00	\$2,000.00	\$2,280.00	\$720.00	\$0.00	\$891.00	\$7,691.00
Overhead Rate 2.257		\$4,062.60	\$4,514.00	\$5,145.96	\$1,625.04	\$0.00	\$2,010.99	\$17,358.59
<b>Subtotal Labor Cost</b>								<b>\$25,049.59</b>
<b>Direct Expenses</b>								
		Electrical Engineering						\$25,000.00
<b>Total Expenses</b>								<b>\$25,000.00</b>
Fixed Fee 15% x Subtotal Labor Cost								\$0.00
<b>Total Task 2</b>								<b>\$50,050.00</b>
<b>Total Project Fee</b>								<b>\$300,117.00</b>

REDWOOD FALLS MUNICIPAL AIRPORT (RWF)

REDWOOD FALLS, MN

PROJECT LAYOUT: RUNWAY 12/30 REHABILITATION AND LIGHTING SYSTEM REPLACEMENT  
TAXIWAY A2 RELOCATION  
RUNWAY 12 TURNAROUND

SEPTEMBER 2024



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