



**AGENDA FOR  
REGULAR CITY COUNCIL MEETING  
TUESDAY, NOVEMBER 12, 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. October 15, 2024
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
  - A. Approve Purchase of Fire Department Turnout Gear Dryer
  - B. Approve Request to Waive Sanitary Sewer Charges – 313 S. DeKalb Street
  - C. Approve Request to Waive Sanitary Sewer Charges – 235 S. Mill Street
  - D. Approve Purchase of Park Department Pickup and Declare Surplus Property
  - E. Approve Temporary Liquor License – Redwood Area Chamber & Tourism
  - F. Approve Parade Permit – Redwood Area Chamber & Tourism
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
  - A. Donation from Redwood Area Library Foundation - Resolution #69
  - B. Delegation of Cannabis Registration and Licensing Authority – Resolution #70
  - C. IBEW Labor Contract Renewal
  - D. LELS Labor Contract Renewal
  - E. Building Official Position
  - F. Normandale Mobile Home Park Development Agreement – Resolution #71
  - G. Canvass 2024 City Election Results – Resolution #72
10. **Other Items and Communications**
  - A. Council Items
  - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
  - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES  
REGULAR COUNCIL MEETING  
CITY OF REDWOOD FALLS, MINNESOTA  
TUESDAY, OCTOBER 15, 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, October 15, 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.

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

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the October 1, 2024, minutes as presented. Motion passed by unanimous vote.

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

1. Quote for Community Center Door Replacement

Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:02 p.m. to discuss delinquent utility accounts, maintenance charges, and surcharges.

Finance Director Klages introduced Resolution No. 65 of 2024 – Resolution Adopting Assessments for Delinquent Accounts, Resolution No. 66 of 2024 – Resolution Adopting Assessments for Unpaid Maintenance Costs, and Resolution No. 67 of 2024 – Resolution Adopting Assessments for Unpaid Surcharges.

Ms. Klages stated the proposed Resolutions are to adopt assessments for delinquent utility accounts, maintenance cost charges, and surcharges that are more than 30 days past due. Similar resolutions are brought to the City Council on a quarterly basis in order to improve the time between the delinquent billing and the ability to disclose the information to new property owners. The delinquent account resolutions will be presented each year at the first meeting in January, April, July, and October.

Ms. Klages further explained the delinquent process. Delinquent letters are first mailed to the utility account holders. Delinquent letters are then mailed to the property owners if not collected from the account holders. Electricity consumed by a tenant is not assessable to the property. Any unpaid balance is then brought to Council to be approved by resolution. Any pending assessments passed by resolution and still outstanding as of November 1st will be charged a \$50.00 fee and are then transferred to Redwood County to be assessed on the tax rolls.

No one was present to voice any concerns.

Mayor Quackenbush closed the public hearing at 5:05 p.m.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 65 of 2024 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Buckley to approve Resolution No. 65 of 2024 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to waive the reading of Resolution No. 66 of 2024 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve Resolution No. 66 of 2024 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Buckley and seconded by Council Member Arentson to waive the reading of Resolution No. 67 of 2024 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Smith to approve Resolution No. 67 of 2024 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 68 of 2024 – Authorization to Execute Task Order No. 2024-8 For Redwood Falls Municipal Airport Taxiway Connector A2 Relocation And Taxiway Turnaround Project.

Mr. Doering stated Resolution No. 68 authorizes Task Order No. 2024-8 with Bolton and Menk, Inc. (BMI) to provide the listed scope of planning, design, and bidding services for the Redwood Falls Airport Taxiway Connector A2 Relocation and Taxiway Turnaround Construction Project. Completion of the project scope is anticipated to facilitate construction during the 2025 and 2026 seasons. Task Order 7 approved by Council on October 1, 2024, did not include moving the A2 apron as shown on the map and the runway 12 turnaround. City Staff and Bolton and Menk Consultants had a meeting with the Federal Aviation Administration on September 30, 2024, to confirm funding for these two items in addition to the lighting, Nav aids and runways 12/30 mill and overlay. They did confirm they would fund the two additional items. However, Task Order 2024-7 was already published and in the Council Packet for the October 1, 2024 meeting so additional action needs to be taken to approve the Airport Taxiway Connector A2 Relocation And Taxiway Turnaround Project.

Mr. Doering stated Council approved the Airport CIP on September 17, 2024. This project is listed in the CIP for 2025 construction and the 2025 proposed budget. To facilitate construction of the project in 2025 and obtain the allotted funds under contract before expiration, engineering and design work needs to start this fall to have the project ready for bidding in April of 2025. 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 recommend approval of Task Order 2024-8.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to waive the reading of Resolution No. 68 of 2024 – Authorization to Execute Task Order No. 2024-8 For Redwood Falls Municipal Airport Taxiway Connector A2 Relocation And Taxiway Turnaround Project. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Smith to approve Resolution No. 68 of 2024 – Authorization to Execute Task Order No. 2024-8 For Redwood Falls Municipal Airport Taxiway Connector A2 Relocation And Taxiway Turnaround Project. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced the 2024 Street Seal Coat Improvements – Final Pay Request.

Mr. Doering stated the final contract price is \$268,655.56. The original bid award was \$277,114.00. The reduced final amount was due to a field change in scope and the decision to not seal coat the trail from Activeaid Road to North Redwood because of it being soft due to previous water inundation. The trails around Johnson Park were also removed from the project because they are too narrow, and Pearson Brothers could not seal coat under ten feet in width. This action will also set the 1-year maintenance period and final acceptance date as October 15, 2025.

A motion was made by Council Member Buckley and seconded by Council Member Arentson to approve the 2024 Street Seal Coat Improvements – Final Pay Request in the amount of \$268,655.56. Motion passed by unanimous vote.

Kathy Vanderlinden was present from the Redwood Area Animal Shelter Board.

Ms. Vanderlinden stated due to cost increases, the Redwood Area Animal Shelter is requesting an increase in monthly funding from the City of Redwood Falls for the animal shelter operations from \$2,500 to \$5,000. The increase in funding would be used for daily operational expenses. The animal shelter runs on donations from Redwood Area donors and volunteers.

Mayor Quackenbush stated Council approved the preliminary 2025 budget at the previous meeting and wouldn't be able to add any funding requests to the 2025 budget. Council would review the request and discuss increasing the budgeted amount for the Redwood Area Animal Shelter in 2026.

No action was taken.

Finance Director Klages introduced the Updated Purchasing Policy.

Ms. Klages stated the City's current purchasing policy is over ten years old. The proposed updates are consistent with Minnesota laws and align purchasing authority thresholds with industry standards to better reflect current economic conditions and purchasing practices, while also maintaining sufficient internal controls. The most notable updates include, updating the threshold that requires council approval from \$10,000 to \$50,000; Adding a new tier that requires City Administrator approval from \$25,000 - \$50,000; Require the consideration of availability, price, and quality of supplies, materials, or equipment available through the Minnesota Cooperative Purchasing Venture for any purchase greater than \$25,000 as required by state law; Increasing the threshold of professional service agreements requiring Council approval from \$10,000 to \$25,000. This is applicable only to agreements of one year or less, any agreements over one year must still be approved by Council; Adding a section outlining exceptions to the Competitive Bidding Law; and simplifying the section regarding purchases using federal funding to refer directly to federal guidance to avoid having to update the policy as federal guidance changes. Staff recommend approval of the updated policy.

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

City Administrator Muetzel introduced the IT Coordinator Position.

Mr. Muetzel stated the City of Redwood Falls currently receives information and technology services through a third-party vendor. Under this arrangement, department heads and staff members work with staff from the City's IT services vendor to resolve IT issues and plan/implement technology improvements. At this time there is not a designated lead contact for the City to oversee IT needs. Thus, IT services are provided on a case-by-case and department-by-department basis by multiple staff members, which lacks efficiency due to a lack of uniform coordination and oversight.

Mr. Muetzel stated City Staff have evaluated the IT service delivery over the last couple of years to develop a recommendation to create a designated IT Coordinator position. Under this scenario, the IT Coordinator will oversee all systems and services that support City operations. Having a single point of contact will improve service delivery and ensure compliance with security protocols and regulatory standards. The preliminary 2025 operating budget includes funding to establish an IT Coordinator position. The cost of the position has been allocated to the General Fund and Enterprise Funds based on estimated technology needs. The establishment of this position will reduce, but not eliminate, reliance on the current third-party vendor and the operating budget reflects those cost savings.

Mr. Muetzel further stated to fill this position by January 2025, Staff is requesting approval of the proposed IT Coordinator job description. If approved the position will be posted this fall with hopes of selecting a finalist by year-end. Staff request approval of the IT Coordinator job description and authorization to advertise to fill the position.

A motion was made by Council Member Smith and seconded by Council Member Buckley to approve the IT Coordinator Position Job Description and Authorization to Fill the Position. Motion passed by unanimous vote.

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

Mr. Muetzel stated the next City Council work session is scheduled for October 29, 2024. In order to prepare for the meeting and ensure adequate time is allowed for each agenda item, Staff is requesting Council formally establish the work session agenda. The following items have been suggested as agenda items:

1. Discover Downtown Committee Requests
2. Cannabis Licensing

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the City Council Work Session Agenda as presented. Motion passed by unanimous vote.

Mayor Quackenbush stated he has been working with CentraCare to discuss mental health concerns around the election season. CentraCare is developing a one-page handout focusing on mental health around the election season.

Mayor Quackenbush stated he will be attending, along with City Administrator Muetzel, the Minnesota Commercial Association of Real Estate/Realtors (MNCAR) Commercial Real Estate Expo in Minneapolis on October 30, 2024. Colliers will also be in attendance to continue marketing the commercial real estate for sale in Redwood Falls.

Bills and Claims were presented to the Council for informational purposes. No questions, comments or concerns were raised.

There being no further business, a motion was made by Council Member Smith and seconded by Council Member Arentson to adjourn the meeting at 5:54 p.m. Motion passed by unanimous vote.

ATTEST:

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Keith Muetzel  
City Administrator

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Tom Quackenbush  
Mayor

**Meeting Date: November 12, 2024**

**AGENDA RECOMMENDATION**

**Agenda Item:** Approve Purchase of Fire Department Turnout Gear Dryer

**Recommendation/Action Requested:** Staff recommends approval of the quote from Heiman Fire Equipment in the amount of \$5,125.00 for the purchase of a turnout gear dryer.

**Summary/Overview:** In 2024, the fire department has received over \$5,000.00 in unbudgeted revenue resulting from fees associated with conservation grassland burns. The department is requesting approval to allocate the unbudgeted revenue to the purchase of a replacement turnout gear dryer. Two quotes have been received and staff recommends accepting the low quote from Heiman Fire Equipment in the amount of \$5,125.00.

**Attachments:** Quotes – Heiman Fire Equipment and Dinges Fire Company

# WORK ORDER

Date 10-27-24

Invoice  Order  Quote  Credit/Return  Other



**WHEN PROTECTION MEANS EVERYTHING.**

<b>SALESMAN</b>	
Name: <u>Chris Bornitz</u>	
Ph. <u>605-530-8210</u>	E-mail: _____

Heiman Fire Equipment | Federal ID# 42-0955663

25814 Rudolph Ave.

Ph. 605.543.5510

Fax. 605.543.5543 | www.heimanfire.com

<b>CUSTOMER</b>	
Name <u>Redwood falls fire dept</u>	
Address _____	
City <u>redwood falls</u>	State <u>mn</u> Zip _____
Ph. _____	E-mail _____
Customer # _____	PO# _____

<b>SHIP TO</b>	<input type="checkbox"/> same as CUSTOMER
Name _____	
Address _____	
City _____	State _____ Zip _____
Contact Name _____	Contact Ph. _____
<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential

Qty Order	Qty Ship	Part Number	Description	Price	Total Amount
1		<b>1279-V511-120/1/60</b>	Circul-Air Express Drying Cabinet - 2 Gear (free freight right now)	\$5125.00	<b>\$5,125.00</b>
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
Subtotal \$					5,125.00
Shipping & handling					
Tax rate ____%				Tax	\$ 0.00
Credit					
<b>TOTAL \$</b>					<b>5,125.00</b>

THIS IS NOT AN INVOICE. ALL INVOICES WILL BE SENT DIRECTLY FROM THE OFFICE.



## Dinges Fire Company

243 E Main St.  
Amboy, IL 61310  
Phone: 815.857.2000  
www.DingesFire.com

### Bill To:

Redwood Falls Fire Dept (Redwood Falls, MN)  
C/O: Joe P  
333 South Washington Street  
Redwood Falls, MN 56283

### Ship To:

Quantity	Item	Description	Price	Total
1	CirculAir-V511	Circul-air PPE Express Drying Cabinet - 2 Gear Capacity Options:  - Lift Gate: No	\$5,250.00	\$5,250.00
1	Hang-Dry-GearDryerHanger	HANG-DRY Unit, Plug & Socket: Type A Options:  - Color: Black - Voltage: 110v	\$250.00	\$250.00
1	CirculAir-E612-240/1/60	Circul-air PPE Express Drying Cabinet - 6 Gear Capacity Options:  - Lift Gate: No	\$9,000.00	\$9,000.00
1	CirculAir-PORT-4	Circul-Air PPE-Express Portable Dryer - 4 POS. Capacity	\$7,200.00	\$7,200.00

\* Sales tax will be applied to customers who have not provided a tax exempt certificate.

**Sub Total** \$21,700.00

\* Quote Created on 10/24/2024. Pricing valid for no more than 30 days, unless noted otherwise.

**Shipping** TBD

\* Financing options may be available. Please contact your sales rep for more information and a payment estimate.

**Total** \$21,700.00

\*\*This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.\*\*

### Notes:

[https://www.youtube.com/watch?v=WGKWSQ4f\\_0s](https://www.youtube.com/watch?v=WGKWSQ4f_0s)





Amy Kerkhoff  
Accounts Receivable/Customer Service Coordinator  
Phone: 507-616-7400  
[akerkhoff@ci.redwood-falls.mn.us](mailto:akerkhoff@ci.redwood-falls.mn.us)

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## AGENDA MEMO

**Meeting Date:** November 12, 2024

**Agenda Item:** Request to Waive Sanitary Sewer Charges

**Recommendation/Action Requested:** Staff recommend waiving the sanitary sewer charge as is consistent with past practice due to the determination that the water did not enter the sanitary sewer system.

**Summary/Overview:** **Attached** for your consideration is a letter from Tina Phan-Jenniges, utility account holder at 313 South Dekalb Street, requesting that \$100.75 in sanitary sewer charges be waived.

Staff review of these requests focuses on whether the water entered the sanitary sewer, which requires treatment. Water introduced into the sanitary sewer system is treated regardless of the cause. It is not always possible to make a definitive determination as to whether the water entered the sanitary sewer system. In those cases, Staff errs on the side of water entering the sanitary sewer system.

Water that does not enter the sanitary sewer system includes but is not limited to, landscape watering, filling a swimming pool or hot tub, and water that is pumped from a property prior to entry into the floor drain or in the absence of a floor drain.

In this case, the water from the sprinkler clearly did not enter the sanitary sewer system and staff recommend waiving the associated sanitary sewer charge.

**Attachments:** Tina Phan-Jenniges Utility Waiver Letter

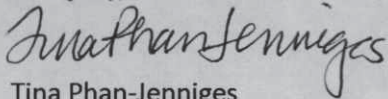
October 25, 2024

Dear Mayor Quackenbush and Members of the City Council,

I am writing to request sewer forgiveness in the amount of \$100.75 on our latest public utilities bill for 313 South Dekalb St. Our backyard sprinkler was accidentally left running from the morning of September 15-late evening on September 17, 2024 when we returned from watching our daughter golf in Wisconsin. Our grass in that particular area has never looked better.

Thank you for your consideration on this matter.

Sincerely,



Tina Phan-Jenniges

313 S Dekalb St

Redwood Falls, MN 56283

612-296-0875

Meter	Actual Read Date	Meter Reading		Read Type	
2607	10/09/2024	152888	3025	Handheld	2264 \$ 100.75
2607	09/09/2024	149863	950	Handheld	Average 761
2607	08/12/2024	148913	683	Handheld	
2607	07/09/2024	148230	478	Handheld	
2607	06/11/2024	147752	849	Handheld	
2607	05/09/2024	146903	738	Handheld	
2607	04/09/2024	146165	824	Handheld	
2607	03/11/2024	145341	859	Handheld	
2607	02/09/2024	144482	881	Handheld	
2607	01/09/2024	143601	718	Handheld	
2607	12/11/2023	142883	661	Handheld	
2607	11/09/2023	142222	667	Handheld	
2607	10/09/2023	141555	827	Handheld	
2607	09/11/2023	140728	1441	Handheld	
2607	08/09/2023	139287	1798	Handheld	
2607	07/10/2023	137489	1573	Handheld	
2607	06/09/2023	135916	1641	Handheld	
2607	05/09/2023	134275	927	Handheld	
2607	04/10/2023	133348	770	Handheld	
2607	03/09/2023	132578	663	Manual	
2607	02/09/2023	131915	768	Handheld	
2607	01/09/2023	131147	667	Handheld	
2607	12/09/2022	130480	720	Handheld	
2607	11/09/2022	129760	655	Handheld	
2607	10/10/2022	129105	608	Handheld	
2607	09/09/2022	128497	615	Handheld	
2607	08/09/2022	127882	554	Handheld	
2607	07/11/2022	127328	523	Handheld	
2607	06/09/2022	126805	708	Handheld	
2607	05/09/2022	126097	592	Handheld	
2607	04/11/2022	125505		Handheld	
2607	03/09/2022	124693		Handheld	
2607	02/09/2022	123983		Handheld	
2607	01/10/2022	123264		Handheld	
2607	12/09/2021	122481		Handheld	
2607	11/09/2021	121663		Handheld	
2607	10/11/2021	121104		Handheld	

05-01770-01  
JOHN & TINA JENNIGES  
313 S DEKALB  
612-296-0875



Public Utilities  
PO Box 526  
Redwood Falls, MN 56283-0526

JOHN II & TINA JENNIGES  
313 S DEKALB ST  
REDWOOD FALLS, MN 56283-1914

3 891

<b>Account Number</b>	<b>AMOUNT DUE</b>
05-01770-01	\$586.50
<b>Due Date</b>	<b>After Due Date Pay</b>
11/15/2024	\$586.50
<b>Account Name</b>	
JOHN II & TINA JENNIGES	
<b>Service Address</b>	
313 South Dekalb	
<b>Amount Enclosed</b>	

Utility bills are due by 4:30 PM on the due date. Past due bills are subject to a one-time 10% penalty charge and subject to disconnection.

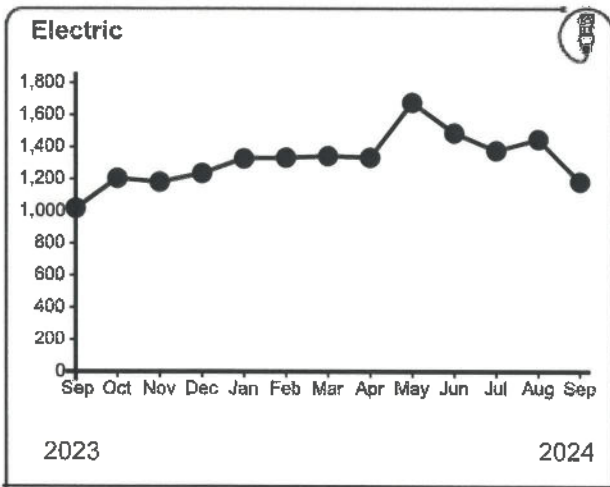
**AutoPay Pending - Do not send payment.**



**Go Paperless! View Your Bill and Pay Online**  
at [www.ci.redwood-falls.mn.us](http://www.ci.redwood-falls.mn.us)



**CUSTOMER ACCOUNT INFORMATION BELOW - RETAIN FOR YOUR RECORDS**



CITY OF REDWOOD FALLS 507-616-7400 • [www.ci.redwood-falls.mn.us](http://www.ci.redwood-falls.mn.us)  
PUBLIC UTILITIES Office Hours: Monday - Friday 8 A.M. to 4:30 P.M.  
Service Period: 09/06/2024 to 10/06/2024 Account: 05-01770-01  
Billing Date: 10/31/2024  
Service Address: 313 South Dekalb

Description	Meter Reading		Usage	Amount
	Previous	Present		
<b>ELECTRIC</b>				
Electric Base Charge				25.50
Consumption	0	421	1183	118.30
Energy Cost Adjustment				4.02
Electric Sales Tax				10.90
			Subtotal	158.72
<b>WATER</b>				
Consumption	149863	152888	3025	232.62
Water				16.70
State Test				0.81
			Subtotal	250.13
<b>SEWER</b>				
Sewer Base				13.79
Consumption				134.61
			Subtotal	148.40
<b>STORM SEWER</b>				
Storm Sewer				11.35
			Subtotal	11.35
<b>TRASH</b>				
Trash				16.31
Solid Waste Tax				1.59
			Subtotal	17.90
Total Current Bill				586.50
Actual Bill Amount				586.50

**You spent \$599.99 more in the last year than the average resident in Redwood Falls**

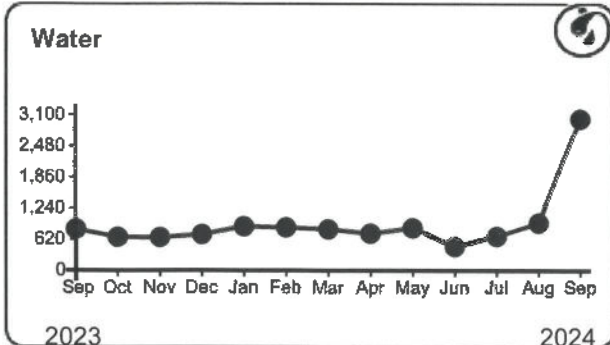
Average resident in Redwood Falls 732 kWh

You - 1,183 kWh

Comparison Group: Homes with similar usage patterns in Redwood Falls

**Total Due on 11/15/2024**

**\$586.50**



**Did you know?**

**Save money now!**

Reduced pricing on LED light bulbs at participating stores through Dec. Visit our website for details.

**Keep it cool.**

Position fridges & freezers away from heat sources - ovens, dishwashers & direct sunlight.

**Visit [SaveEnergyInRedwoodFalls.com](http://SaveEnergyInRedwoodFalls.com)**  
**for more ways to save**

## AGENDA MEMO

**Meeting Date:** November 12, 2024

**Agenda Item:** Request to Waive Sanitary Sewer Charges

**Recommendation/Action Requested:** Staff recommend waiving the sanitary sewer charge as is consistent with past practice due to the determination that the water did not enter the sanitary sewer system.

**Summary/Overview:** Attached for your consideration is a letter from Geri Theis with Scenic City Realty, utility account holder at 235 South Mill Street, requesting that \$499.87 in sanitary sewer charges be waived.

Staff review of these requests focuses on whether the water entered the sanitary sewer, which requires treatment. Water introduced into the sanitary sewer system is treated regardless of the cause. It is not always possible to make a definitive determination as to whether the water entered the sanitary sewer system. In those cases, Staff errs on the side of water entering the sanitary sewer system.

Specific examples of water that does not enter the sanitary sewer system include but are not limited to landscape watering, filling a swimming pool or hot tub, and water that is pumped from a property prior to entry into the floor drain or in the absence of a floor drain.

In this case, the water entered a basement floor drain that is no longer connected to the sanitary sewer system due to previous plumbing work and therefore did not enter the sanitary sewer system. Staff recommend waiving the associated sanitary sewer charge.

**Attachments:** Geri Theis with Scenic City Realty Utility Waiver Letter

Meter	Actual Read Date	Meter Reading	Meter Reading		Read Type
2481	10/09/2024	156261	1090		Handheld
2481	09/09/2024	155171	598		Handheld
2481	08/09/2024	154573	11885		Handheld
2481	07/09/2024	142688	418		Handheld
2481	06/11/2024	142270	684		Handheld
2481	05/09/2024	141586	655		Handheld
2481	04/09/2024	140931	641		Handheld
2481	03/11/2024	140290	617		Handheld
2481	02/09/2024	139673	674		Handheld
2481	01/09/2024	138999	604		Handheld
2481	12/11/2023	138395	562		Handheld
2481	11/09/2023	137833	693		Handheld
2481	10/09/2023	137140	590		Handheld
2481	09/11/2023	136550	675		Handheld
2481	08/09/2023	135875	623		Handheld
2481	07/10/2023	135252	1010		Handheld
2481	06/09/2023	134242	987		Handheld
2481	05/09/2023	133255	695		Handheld
2481	04/10/2023	132560	402		Handheld
2481	03/09/2023	132158	376		Manual
2481	02/09/2023	131782	434		Handheld
2481	01/09/2023	131348	427		Handheld
2481	12/09/2022	130921	529		Handheld
2481	11/09/2022	130392	468		Handheld
2481	10/10/2022	129924	483		Handheld
2481	09/09/2022	129441	529		Handheld
2481	08/09/2022	128912	491		Handheld
2481	07/11/2022	128421	602		Handheld
2481	06/09/2022	127819	523		Handheld
2481	05/09/2022	127296	551		Handheld
2481	04/11/2022	126745	652		Handheld
2481	03/09/2022	126093	493		Handheld
2481	02/09/2022	125600	634		Handheld
2481	01/10/2022	124966	747		Handheld
2481	12/09/2021	124219	706		Handheld
2481	11/09/2021	123513	528		Handheld
2481	10/11/2021	122985			Handheld

11233 \$ 499.87

Average 652





Public Utilities  
 PO Box 526  
 Redwood Falls, MN 56283-0526

SCENIC CITY REALTY LLC  
 Geri Theis  
 235 S Mill St  
 Redwood Falls, MN 56283-4200

194

<b>Account Number</b>	<b>AMOUNT DUE</b>
01-04030-02	\$1,892.04
<b>Due Date</b>	<b>After Due Date Pay</b>
09/16/2024	\$1,892.04
<b>Account Name</b>	
SCENIC CITY REALTY LLC	
<b>Service Address</b>	
235 South Mill OFFIC	
<b>Amount Enclosed</b>	

Utility bills are due by 4:30 PM on the due date. Past due bills are subject to a one-time 10% penalty charge and subject to disconnection.

**AutoPay Pending - Do not send payment.**



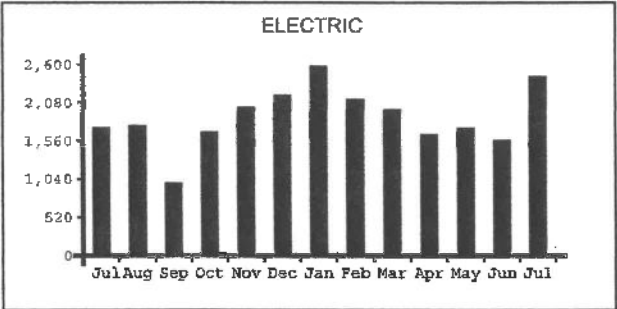
**Go Paperless! View Your Bill and Pay Online**  
 at [www.ci.redwood-falls.mn.us](http://www.ci.redwood-falls.mn.us)

**CUSTOMER ACCOUNT INFORMATION BELOW - RETAIN FOR YOUR RECORDS**

	Present	Previous	Amt Used.	Amount
<b>ELECTRIC</b>				
Electric Base Charge				37.00
Consumption	65521	63084	2437	268.07
Energy Cost Adjustment				6.34
Electric Sales Tax				22.97
Consumption	30695	30695	0	0.00
			<b>Subtotal</b>	<b>334.38</b>
<b>WATER</b>				
Consumption	154573	142688	11885	913.96
Water Sales Tax				67.40
Water				16.70
Water Sales Tax				1.23
State Test				0.81
			<b>Subtotal</b>	<b>1,000.10</b>
<b>SEWER</b>				
Sewer Base				13.79
Consumption				528.88
			<b>Subtotal</b>	<b>542.67</b>
<b>STORM SEWER</b>				
Storm Sewer				15.89
			<b>Subtotal</b>	<b>15.89</b>
<b>MISCELLANEOUS</b>				
Paperless				-1.00
			<b>Subtotal</b>	<b>-1.00</b>

CITY OF REDWOOD FALLS PUBLIC UTILITIES 507-616-7400  
[www.ci.redwood-falls.mn.us](http://www.ci.redwood-falls.mn.us)

Office Hours: Monday - Friday 8 A.M. to 4:30 P.M.



**We need your help! Do you have lead water pipes in your house? Complete the Water Service Line Survey today! Surveys are due by May 31, 2024.**

<https://ci.redwood-falls.mn.us/water-wastewater-department/water-service-line-inventory/>

Total Current Bill 1,892.04  
 Actual Bill Amount 1,892.04

**READING DATES**

PREVIOUS 07/08/2024  
 PRESENT 08/07/2024

235 South Mill OFFIC

<b>BALANCE FORWARD</b>	0.00
<b>ON OR BEFORE</b>	09/16/2024
<b>PAY THIS AMOUNT</b>	<b>\$1,892.04</b>
<b>10% LATE PENALTY FEE</b>	
<b>AFTER</b>	09/16/2024
<b>PAY THIS AMOUNT</b>	<b>\$1,892.04</b>
<b>ACCOUNT #</b>	<b>01-04030-02</b>

Redwood Falls City Council,

Recently, I had a water line break in my Scenic City Building. I contacted Jim Doering when I found the break. He said I should contact the city council. I am respectfully asking for the council to consider waving the sewer portion as much of the water did not even get down the sewer lines.

I've attached my bill for your review.

Please let me know if I can answer any additional questions for you.

Thank you for your consideration,

Your local business owner

Here & There

Scenic City Realty



**Meeting Date: November 12, 2024**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Approve Park Department Pickup Purchase and Declare Surplus Property

**Recommendation/Action Requested:** Staff requests approval to purchase a 2024 Ford F-250 from Weelborg Ford in the amount of \$48,955 plus tax and fees.

**Summary/Overview:**

The 2025 operating budget includes funding to replace a park department pickup. Based on current vehicle availability, staff would like to accelerate this purchase and requests authorization to purchase an in-stock 2024 Ford F-250 from Weelborg Ford in the amount of \$48,955 plus tax and fees. Approximately \$68,000 remains available in the 2024 Central Garage Budget to cover this purchase.

As part of the proposed transaction, staff would also like to trade-in a 1992 Chevy  $\frac{3}{4}$  ton pickup and a 2002 Chevy  $\frac{1}{2}$  pickup. Both vehicles are no longer needed and should be declared surplus property.

**Attachments:** Truck Quote – Weelborg Ford

## 2023 CLOSEOUT SPECIALS

### Compare

[Back To Inventory \(https://www.mykwford.com/new-inventory/index.htm?model=F-350SD&model=F-250SD\)](https://www.mykwford.com/new-inventory/index.htm?model=F-350SD&model=F-250SD)



	2024 Ford F-350SD XL Truck 4WD	2024 Ford F-250SD XLT Truck 4WD
	<a href="#">View Details</a>	<a href="#">View Details</a>
<b>MSRP<sup>1</sup>:</b>	\$53,145	\$54,255
<b>Weelborg Discount:</b>	\$155	\$2,300
<b>Rebates :</b>	\$3,000	\$3,000
<b>Sale Price**:</b>	\$49,990	\$48,955
<b>Ford Qualified Offer:</b>		
<b>Exterior Color:</b>	Oxford White	White
<b>In</b>	um Dark Slate	Medium Dark Slate
<b>Tr</b>	eed Automatic	10-Speed Automatic
<b>Dr</b>		4WD
<b>En</b>	v8	6.8L V8
<b>VI</b>	F3BA5REE75401	1FTBF2BA3REF45
<b>SI</b>	Powered by DemandHub 24	R10495

*Handwritten:* 51,955  
 Rebates 3000  
48,955

**G**  
 4.6  
 ★★★★★  
 881 Reviews  
[See Reviews](#)

Text us

## AGENDA RECOMMENDATION

**Meeting Date:** November 12, 2024

**Agenda Item:** Redwood Area Chamber & Tourism Temporary On-Sale Liquor License Application

**Recommendation/Action Requested:**

Approve the Redwood Area Chamber & Tourism's Temporary On-Sale Liquor Application.

**Summary/Overview:**

The Redwood Area Chamber & Tourism has completed the necessary application process for a 1-day temporary on-sale liquor license. The Chamber Mixer event will be held at Overjoyed, located at 141 E. 2<sup>nd</sup> Street on Tuesday, December 10, 2024 from 5:00-7:00 p.m. Staff recommend approval of the 1-day Temporary On Sale Liquor License.

## AGENDA RECOMMENDATION

**Meeting Date:** November 12, 2024

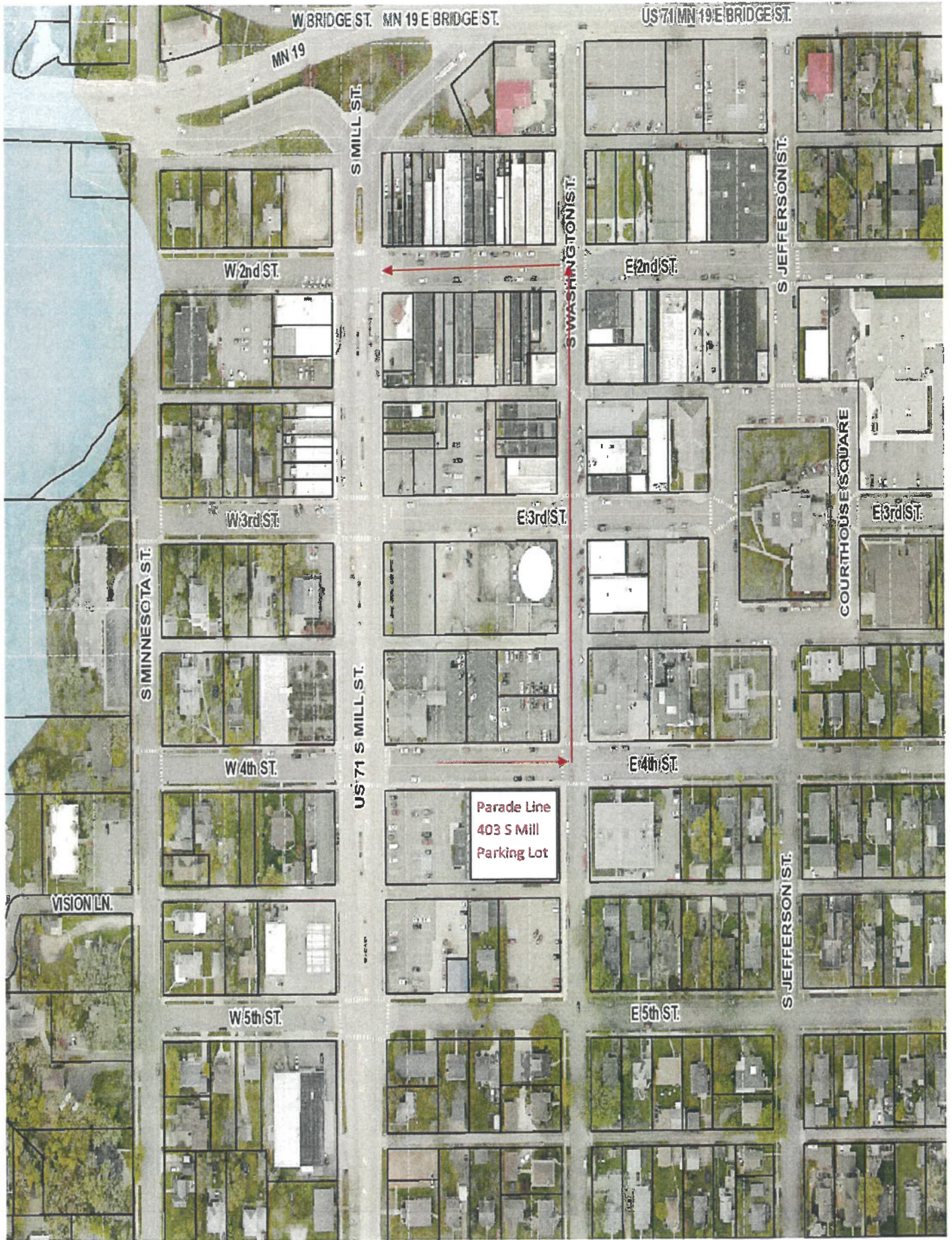
**Agenda Item:** Parade Permit for the Redwood Area Chamber & Tourism

**Recommendation/Action Requested:**

The Redwood Area Chamber & Tourism has completed the necessary application process and submitted an approved parade route for the City streets along East 4<sup>th</sup> Street, South Washington Street, and East 2<sup>nd</sup> Street. The Holiday Parade of Lights will take place on Friday, November 22 at 6:30 p.m. Staff recommend approval.

**Attachment:** Parade Route





W BRIDGE ST. MN 19 E BRIDGE ST.

US 71 MN 19 E BRIDGE ST.

MN 19

S MILL ST.

S WASHINGTON ST.

S JEFFERSON ST.

W 2nd ST.

E 2nd ST.

W 3rd ST.

E 3rd ST.

COURTHOUSE SQUARE

E 3rd ST.

S MINNESOTA ST.

US 71 S MILL ST.

W 4th ST.

E 4th ST.

Parade Line  
403 S Mill  
Parking Lot

S JEFFERSON ST.

VISION LN.

W 5th ST.

E 5th ST.

**Council Meeting Date:** November 12, 2024

**Agenda Item:** Resolution No. 69 of 2024 – Resolution Accepting Donation for Expansion related expenses.

**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:** Attached is Resolution 69 of 2024 accepting a donation from the Redwood Area Library Foundation. All expenses are related to the Outdoor Literacy area move, and the fill brought to the Library property for the upcoming parking lot.

Staff is requesting approval to accept the financial donation from the Redwood Area Library Foundation for the Expansion expenses.

**Attachments:** Resolution No. 69 of 2024



**RESOLUTION NO. 69 OF 2024**  
**A RESOLUTION ACCEPTING DONATIONS TO THE CITY.**

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

**WHEREAS**, the following persons and entities have offered to contribute a payment amount set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
Redwood Area Library Foundation	\$12,491.02

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

Terms or Conditions  
Payment for expenses related to the Expansion Project. Expenses related to parking lot fill and completion of Outdoor Literacy Area

**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 12th day of November 2024.

ATTEST:

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

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

(City Seal)

Subscribed and sworn to before me this  
12<sup>th</sup> day of November 2024.

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

4/29/2024	Redwood Building Center	2404-036203	\$	284.08	\$	284.08	5/21/2024	Wood for footings
6/10/2024	Redwood Building Center	2406-037524	\$	107.52	\$	107.52	7/2/2024	sacrete
7/3/2024	Johanneck Concrete	37494	\$	624.00	\$	624.00	8/27/2024	Crushed granite
6/26/2024	Johanneck Concrete	37520	\$	1,287.00	\$	1,287.00	8/27/2024	Crushed granite
7/26/2024	D&G Excavating	98144	\$	716.06	\$	716.06	9/9/2024	Black dirt
6/11/2024	RBC	2406-037594	\$	469.80	\$	469.80	8/28/2024	ReRod
6/27/2024	Schmidt Construction	2024062701	\$	2,185.00	\$	2,185.00	7/15/2024	Parking Lot Fill
10/10/2024	Engan Associates	855.01-05	\$	7,149.66	\$	7,149.66	11/4/2024	Schematic Design 25%
9/5/2024	Brady's Lawn Service	XX	\$	2,710.94	\$	2,710.94	10/25/2024	hydro seeding
9/5/2024	Brady's Lawn Service	XX	\$	640.15	\$	640.15	10/25/2024	hydro seeding
*This amount from the Flagship invoice					\$	(3,683.19)		
will be covered by a Rotary Grant								
				RALF	\$	<b>12,491.02</b>		



## AGENDA MEMO

**Meeting Date:** November 12, 2024

**Agenda Item:** Resolution No. 70 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 the proposed Resolution by motion in accordance with Chapter 4 of the City Charter.

**Summary/Overview:** Chapter 342 of Minnesota law was established in 2023 and was updated in 2024. This chapter allows local governments to protect the public health, safety, welfare of their residents by regulating cannabis businesses within their legal boundaries.

The City of Redwood Falls has the authority to adopt an ordinance(s) pursuant to 1) Minn. Stat. 342.13(c) and 462.357, regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses (Zoning Restrictions); 2) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses (Administration, Regulation, and Enforcement); and 3) Minn. Stat. 152.0263, Subd. 5 regarding the use of cannabis in public places (Public Use).

With regards to the topic of Administration/Regulation/Enforcement of the licensing process, Redwood County would like to know if the City of Redwood Falls plans to delegate its registration authority to the County and would like an answer by November 20<sup>th</sup>. Council discussed this issue at the October 29<sup>th</sup> work session and directed staff to prepare the necessary documents to proceed with delegation of that authority to the County. It is important to note that delegation of registration authority to the County, would still allow the City to adopt specific requirements regarding zoning, buffers, and use in public places, provided that those requirements as adopted, are not in conflict with any ordinance adopted under the delegated authority granted to the County.

The Office of Cannabis Management has not provided clear direction on how the delegation process should be completed. In contacting the League of Minnesota Cities, staff have been informed that the terms of the delegation should be negotiated between the City and the County. Negotiated terms would include conditions of delegation and the issue of revocability. The form of delegation may come as a joint powers agreement. Staff is requesting approval of Resolution No. 70 which would serve to notify the County of the council's decision to delegate registration and licensing authority and also authorize the Mayor and City Administrator to negotiate delegation within a joint powers agreement, or whatever similar form and agreement might take.

**Attachment:** Redwood County Letter  
Resolution No. 70 of 2024

## Redwood County Board of Commissioners

P.O. Box 130 Redwood Falls, MN 56283



September 27, 2024

To: Redwood County City Clerks or Administrators

From: Vicki Kletscher, Redwood County Administrator

RE: Registering Retail Cannabis Businesses

The Minnesota State Legislature and Governor made adult-use cannabis products legal in 2023. Starting January 1, 2025, cannabis retailers will be able to open in Minnesota cities and townships.

### Registering Retail Business

Cannabis retail businesses will be licensed by the State of Minnesota but will also be required to register with the local government where they are located before starting sales to customers. Registering a cannabis retailer will require that a city provide applicants with a form, verify the business meets zoning requirements, verify the applicant was approved for a license from the state, verify if retail registration limits would be exceeded, verify applicants are current on property taxes and conduct annual business compliance checks. Cities may also delegate their registration authority to the county.

### Delegation of Cannabis Registration Authority

Redwood County would like to know which cities plan to delegate their registration authority to the county. **Please email me at [vicki\\_k@co.redwood.mn.us](mailto:vicki_k@co.redwood.mn.us) by November 20<sup>th</sup> if you plan to delegate your city's cannabis registration authority to the county.**

### Limiting Retail Registrations

The state cannabis law allows local governments that keep cannabis registration authority to adopt an ordinance that limits the number of licensed retail cannabis businesses to one per 12,500 residents. **If your city keeps cannabis registration authority, please email me by November 20<sup>th</sup> if you plan to adopt an ordinance that limits the number of cannabis retail businesses in your city.**

If you have any questions, feel free to contact me at (507) 637-1127.

Cc: Redwood County Commissioners

1st District

**RICK WAKEFIELD**

P.O. Box 473

Walnut Grove, MN 56180

(507) 859-2369

[Rick\\_W@co.redwood.mn.us](mailto:Rick_W@co.redwood.mn.us)

2nd District

**JIM SALFER**

865 Pine Street

Wabasso, MN 56293

(507) 829-8029

[Jim\\_S2@co.redwood.mn.us](mailto:Jim_S2@co.redwood.mn.us)

3rd District

**DENNIS GROEBNER**

250 Center Street

Clements, MN 56224

(507) 692-2235

[Dennis\\_G@co.redwood.mn.us](mailto:Dennis_G@co.redwood.mn.us)

4th District

**BOB VANHEE**

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

[Bob\\_V@co.redwood.mn.us](mailto:Bob_V@co.redwood.mn.us)

5th District

**DAVE FORKRUD**

P.O. Box 235

Belview, MN 56214

(507) 430-1907

[Dave\\_F@co.redwood.mn.us](mailto:Dave_F@co.redwood.mn.us)

**RESOLUTION NO. 70 OF 2024**  
**AUTHORIZATION TO DELEGATE AUTHORITY FOR THE**  
**ENFORCEMENT AND REGULATION OF CANNABIS**

**WHEREAS**, the State of Minnesota has instituted Minnesota Statute § 342, Cannabis, which established the Office of Cannabis Management and legalized the sale of cannabis products by retail locations through a state-level licensing process; and

**WHEREAS**, Minnesota Statute § 342.22 requires a cannabis retailer to also register with the city, town, or county in which the retail establishment is located, and a county may issue a registration in cases where a city or town has provided consent for the county to issue the registration for the jurisdiction; and

**WHEREAS**, the Council discussed the issue of delegation of cannabis registration and licensing authority to Redwood County at its work session held on October 29, 2024, as Redwood County requested an answer on the subject by November 20, 2024; and

**WHEREAS**, the Council has determined that delegation of its cannabis registration and licensing authority to Redwood County is in the best interests of the City; and

**WHEREAS**, pursuant to Minn. Stat. § 342.22 and § 471.59, the Council desires to enter into a Joint Powers Agreement with Redwood County to provide for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management; and

**FURTHERMORE**, the Mayor and/or City Administrator are authorized to negotiate in good-faith and execute a Joint Powers Agreement as contemplated within this resolution, or any similar agreement, to effectuate the Council's desire to delegate cannabis registration and licensing authority.

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

1. The Mayor and/or City Administrator shall negotiate in good-faith and execute a Joint Powers Agreement with Redwood County to delegate the City's cannabis registration and licensing authority and promote the regulation and enforcement of cannabis.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 12<sup>th</sup> day of November 2024.

ATTEST:

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

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

(City Seal)

Subscribed and sworn to before me this  
12<sup>th</sup> day of November 2024.

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

**Meeting Date: November 12, 2024****AGENDA RECOMMENDATION****Agenda Item:** IBEW Labor Contract Renewal**Recommendation/Action Requested:** The Negotiating Committee recommends approval of the proposed contract changes.**Summary/Overview:** City staff has met with the International Brotherhood of Electrical Workers (IBEW) bargaining committee to negotiate the renewal of the IBEW labor contract. The existing IBEW contract covers the public utilities linemen and power plant employees. A tentative contract agreement has been reached and is subject to formal approval by the IBEW membership. The key points of the agreement include:

- 1. Duration.** The duration of the contract will be three (3) years and shall expire on December 31, 2027.
- 2. Salary.** IBEW members will be placed within the pay grades listed below as recommended by 2024 Employee Classification and Compensation and Study. Subsequent steps will increase by three percent (3%) during each year of the contract.

Position	Pay Grade
Line Foreman	9
Line Worker	7
Lead Diesel Mechanic/Operator	8
Power Plant Operator/Mechanic	6
- 3. Vacation Accrual.** Employees with fifteen (15) or more years of employment will accrue twenty-four (24) vacation days per year. The previous accrual was twenty (20) days.
- 4. Overtime Calculation.** Include paid leave hours, such as sick leave or vacation, within overtime calculation for authorized hours worked in excess of 40 hours per week.

There are a couple of other minor contract language changes to comply with the new State of MN Earned Sick and Safe Time Law.

**Attachments:** None

**Meeting Date: November 12, 2024**

**AGENDA RECOMMENDATION**

**Agenda Item:** LELS Labor Contract Renewal

**Recommendation/Action Requested:** The Negotiating Committee recommends approval of the proposed contract changes.

**Summary/Overview:** City staff has met with the Law Enforcement Labor Services (LELS) bargaining committee to negotiate the renewal of the LELS labor contract. The existing LELS contract covers the police officers and sergeants. A tentative contract agreement has been reached and approved by the LELS membership. The key points of the agreement include:

- 1. Duration.** The duration of the contract will be for three (3) years and shall expire on December 31, 2027.
- 2. Salary.** LELS members will be placed within the pay grades listed below as recommended by 2024 Employee Classification and Compensation and Study. Subsequent steps will increase by three percent (3%) during each year of the contract.

Position	Pay Grade
Sergeant	9
Investigator	8
Patrol Officer	7

- 3. Health Care Savings Plan.** LELS members will establish a post-employment health care savings plan and contribute \$25.00 per pay period. In addition, any sick leave paid out under the contract's severance language will be deposited in the health care savings plan.
- 4. FTO Pay.** The Field Training officer premium pay of \$1.00 per hour while performing field training duties will be increased to \$2.00 per hour.
- 5. Shift Differential:** \$1.00 shift differential for hours worked between 6:00 p.m. and 6:00 a.m.
- 6. Uniform Reimbursement.** Increase annual uniform allowance from \$800 to \$900 and pay out with bi-weekly payroll.

- 7. Probation Period.** Add language to increase the probationary period from a maximum of 12 months to up to 18 months.
- 8. Funeral Leave.** Funeral leave will be granted in increments based on actual scheduled shift duration (8 hours or 10 hours).
- 9. Part-Time Officers.** Add language allowing employer to establish a wage range for part-time officers.

There are a couple of other minor contract language changes to comply with the new State of MN Earned Sick and Safe Time Law.

**Attachments:** None



Keith Muetzel  
City Administrator  
Phone: 507-616-7400  
Fax: 507-637-2417  
kmuetzel@ci.redwood-falls.mn.us

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**Meeting Date: November 12, 2024**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Building Official Position

**Recommendation/Action Requested:** Staff recommends approval of an employment offer to Randy Thole.

**Summary/Overview:** The hiring committee has completed the selection process for the Building Official position. The committee interviewed five applicants and recommends approval of the attached employment offer to Randy Thole. Randy has a two-year carpentry/construction degree and currently works as a commercial building inspector for an insurance consulting company. The attached employment offer outlines specific terms of employment relating to compensation, benefits, and tentative start date.

**Attachments:** Employment Offer



Sheila Stage  
Human Resources Coordinator  
Phone: 507-616-7400  
Fax: 507-637-2417  
sstage@ci.redwood-falls.mn.us

October 23, 2024

Mr. Randy Thole  
32302 Ocean Ave  
Redwood Falls, MN 56283

Dear Randy:

We are very pleased to offer you the full-time position of Building Official for the City of Redwood Falls. The City of Redwood Falls looks forward to having you as part of our team. This offer is contingent upon City Council approval on November 12, 2024.

This position is classified as full-time, salaried exempt employee and is not eligible for overtime or comp time and is subject to Minnesota/Federal Minimum Wage law. As a salaried employee you will be expected to work 40 hours/week.

- Your starting salary will be \$73,070.40 annually or \$35.13 per hour, grade 8, step 8 of the 2024 Non-Union Step Structure.
- You will be eligible for a increase of 3.99% on January 1, 2025, as established by the City Council. After this increase your annual salary will be \$75,982.40 or \$36.53 per hour.
- You will also be eligible for a yearly step increase on your anniversary each year until you have reached the top step in the pay scale. These step increases are contingent on satisfactory performance.

In accordance with City policy and applicable law, the following deductions will be made from your payroll checks:

- Insurance premiums for health, life, flex accounts, and group accident plans *only if you elect them*.
- Statutorily required PERA contributions.
- Federal and State withholding for taxes, etc.
- Health Care Savings Plan deductions.

Your first day of work is projected to be approximately December 2, 2024. Your position is subject to a 14-day pay period and our regularly scheduled pay period is bi-weekly.

Per our standard procedure, this offer letter is not intended, nor should it be considered as, an employment contract for a definite or indefinite period of time.

As a full-time employee, you will accrue vacation and sick leave on a bi-weekly basis. Your vacation leave accrual will begin at 3.69 hours per pay period. You will begin employment with a vacation leave balance of 40 hours. Your sick leave accrual will be 3.69 hours per pay period.

As permitted by City policy, you are entitled to an annual \$400.00 reimbursable clothing allowance.



**Page 2**  
**Offer Letter**  
**Randy Thole**

In addition, prior to your first day of employment I will be sending you your benefit enrollment forms to complete. However, some benefit forms may still need to be completed on your first day of employment so please make sure to bring dates of birth and social security numbers for any dependent you want covered by health insurance.

We are pleased that you will be joining our team and look forward to working with you in this position. If you have any questions prior to your start date, please feel free to contact me.

Sincerely,



Sheila Stage  
HR Coordinator  
cc: Personnel File

By signing below, I acknowledge I have received the foregoing information regarding my employment offer and related pay and benefits provided in accordance with Minnesota Statutes sec. 181.032. I understand that the City of Redwood Falls employment is not for a specific term and can be terminated by me or by the City of Redwood Falls at any time for any reason, with or without cause.

Randy Thole  
Name

10-25-24  
Date

Once signed to indicate you'll be joining our team, email the entire offer letter to [sstage@ci.redwood-falls.mn.us](mailto:sstage@ci.redwood-falls.mn.us) or send to our confidential fax number at (507) 637-2417.

You have a right to receive this notice in a language other than English. If you need this letter translated in other languages, please contact our office at (507) 616-7400.

**Meeting Date: November 12, 2024**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Normandale Mobile Home Park Development Agreement – Resolution #71

**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:** Earlier this year the owner of the Normandale Mobile Home Park submitted a proposal to replat the property as a planned unit development in order to replace the property's roadway, water main, and sanitary sewer system. The replat will dedicate public right-of-way for the construction of a new street and water/sewer infrastructure. The attached development agreement establishes each party's responsibility relating to the design and construction of public improvements needed for the project. Examples of public improvements include street, curb and gutter, and water/sanitary sewer mains.

Significant terms of the development agreement include:

- Normandale Mobile Home Park is responsible for the cost of the design and construction of all municipal infrastructure required for the project.
- Upon completion and acceptance of the infrastructure improvements by the city engineer, the City of Redwood Falls will be responsible for ongoing maintenance of the street and water/sewer infrastructure.

Approval of the attached development agreement is the next step in the development process for this project.

**Attachments:** Resolution #70  
Development Agreement

**RESOLUTION NO. 71 OF 2024**

**AUTHORIZATION TO ENTER INTO DEVELOPMENT  
AGREEMENT WITH NORMANDALE, LLC**

**WHEREAS**, pursuant to Section 15.11 of the Redwood Falls Unified Development Ordinance (“UDO”), on May 16, 2024, an application for a Planned Unit Development (“PUD”) was submitted by Mr. Brian Ertel, representing Normandale, LLC, (“Developer”) fee owner of the property located at 201 Normandale Road, Redwood Falls, Minnesota with PID 88-001-4140, hereinafter, the (“Property”); and

**WHEREAS**, on June 18, 2024, Council approved the proposed PUD for 201 Normandale Road, subject to several conditions, including the requirement that Developer enter into a development agreement with the City; and

**WHEREAS**, Developer is committed to constructing desired infrastructure improvements (“Developer Improvements”) for the mobile home park on the Property, upgrading the currently privately owned street, storm sewer, sanitary sewer, and water utilities within the Property to be developed to municipal standards; and

**WHEREAS**, in order to facilitate the development of the Property, the City requires certain municipal improvements, including but not limited to streets, signage, public water lines and structures, and public sanitary sewer lines and structures (“Municipal Improvements”); and

**WHEREAS**, due to the benefit that the Subject Property will receive from the Municipal Improvements, Developer agrees to complete all aspects of and pay for all costs related to the design, construction, and installation of the Municipal Improvements; and

**WHEREAS**, due to the anticipated public benefit from the Municipal Improvements, upon completion, Developer plans to dedicate the street and related structures to the City as a public right-of-way; and

**WHEREAS**, the purpose for entering into the Development Agreement is to set forth and memorialize for the parties and subsequent owners, the understandings and agreements of the parties concerning the design, construction, installation and maintenance of the Municipal Improvements and the overall development of the Developer Improvements.

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

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

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 12<sup>th</sup> day of November, 2024.

ATTEST:

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

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

(City Seal)

Subscribed and sworn to before me this  
12<sup>th</sup> day of November, 2024.

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

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Space above reserved for recording information

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Redwood Falls, Minnesota, a Minnesota home rule charter City (“**City**”), and Normandale, LLC, a Minnesota limited liability company (“**Developer**”).

### RECITALS

**WHEREAS**, Developer is the fee owner of real property legally described on attached Exhibit “A” (“**Subject Property**”) in the City of Redwood Falls, Minnesota, upon which a mobile home park is currently constructed; and

**WHEREAS**, as part of a planned unit development, Developer desires to construct infrastructure improvements on the Subject Property (“**Developer Improvements**”), the nature and location of which are shown on Exhibit “B” attached hereto. Developer will continue to use the Subject Property as a mobile home park; and

**WHEREAS**, in order to facilitate the development of the Subject Property, the City requires certain municipal improvements, including but not limited to: streets, signage, piping and structures, public water lines and structures, and public sanitary sewer lines and structures (“**Municipal Improvements**”) the nature and location of which are shown on Exhibit “C” attached hereto; and

**WHEREAS**, due to the benefit that the Subject Property will receive from the Municipal Improvements, Developer agrees to complete all aspects of and pay for all costs related to the design, construction, and installation of the Municipal Improvements; and

**WHEREAS**, due to the anticipated public benefit from the Municipal Improvements, upon completion, Developer plans to dedicate the street and related structures to the City as a public right-of-way; and

**WHEREAS**, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and agreements of the parties concerning the design, construction, installation and maintenance of the Developer Improvements, the design, construction, installation and maintenance of the Municipal Improvements and the overall development of the Subject Property.

**NOW, THEREFORE**, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**1. Design and Construction of Improvements.**

**A. Design**

Developer, at its sole expense, shall construct those Developer Improvements and Municipal Improvements located on and off of the Subject Property identified on Exhibits B and C as further detailed in the plans and specifications entitled Construction Plans to be filed with the City. Bolton & Menk, Inc. (“**City Engineer**”) shall review, revise, and approve the plans prior to initiation of any construction (collectively the "**Approved Plans**"). If the plans vary from the written terms of this Agreement, the terms of this Agreement shall control.

Developer acknowledges and agrees that the Approved Plans shall be reviewed and may be revised by the City and/or City Engineer in the event of law changes or revisions by Developer. Developer acknowledges and agrees that any requested changes to the Approved Plans during the pendency of the project require review and prior approval by the City Engineer.

**B. Construction**

All such Developer and Municipal Improvements shall be constructed according to the Approved Plans, Federal law, Minnesota law, City Ordinances, and the standards adopted by the City, along with all items required by the City.

Unless the City Engineer specifies a later date, all such Municipal Improvements shall be completed by December 31, 2025 with the exception of erosion control, drainage swales and berms, if any, which shall be installed upon initial grading of the Subject Property, and the wear course of bituminous pavement which is to be installed, weather permitting, by the end of the 2026 construction season, unless otherwise agreed to by the City in writing.

**C. Developer warrants to the City for a period of one (1) year from the date the City accepts, by Resolution, the completed Municipal Improvements, that all such**

improvements were constructed to City standards and specifications for the entity requiring the improvement and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship. No Municipal Improvements shall be accepted by the City until such time as the City Engineer has certified to the City that the construction/installation of the Municipal Improvements was done and performed according to the Approved Plans.

- D. Developer shall provide the City with lien waivers from all contractors and subcontractors engaged in constructing and installing said Municipal Improvements on the Subject Property. Should Developer fail to provide the City with all applicable lien waivers, the City reserves the right to pay any contractors who performed work on any Municipal Improvements and whom Developer has failed to fully pay for the performance of said work.
- E. The City shall, at its option, have the City Engineers and/or designated representatives present on Subject Property for inspection purposes at all times (or such times as the City may deem necessary) during the construction and installation of said Municipal Improvements. Developer agrees to pay for all costs incurred by the City during said inspections.
- F. Approved vegetation must be established over all areas of the lot not covered by a hard or impervious surface in accordance with the Approved Plans. Developer shall guarantee that all new plantings as shown on the Approved Plans shall survive for two (2) full years from the time the planting was completed or will be replaced at the sole expense of the Developer.
- G. Developer shall reimburse the City for the costs of any public street signs and/or traffic control signs of such type and at such locations as required by the City Engineer and in conformance with the Manual on Uniform Traffic Control Devices and any applicable City Ordinances.
- H. Developer shall provide the City Administrator and City Engineer with a pre-construction schedule. Further, Developer shall notify the City Administrator and City Engineer at least five (5) business days prior to the initiation of construction of all Municipal Improvements within the Subject Property so as to coordinate review of the construction activities. If the City Administrator and/or City Engineer are not notified, Developer agrees to pay all additional costs, including testing, core samples, borings, or other inspections deemed necessary by the City to ensure compliance with the Approved Plans. Developer agrees that upon being billed by the City, Developer shall pay within thirty (30) days of the mailing of said billing the said deficient amount.

**2. Use of Property.** Developer's use of the Subject Property shall be consistent with this Agreement and the following restrictions, which shall be effective until further modified or

amended by rezoning or amendment by the City Council:

- A. No person or entity may modify, alter or obstruct the Municipal Improvements shown in the Approved Plans without the prior express written consent of the City Engineer and City Administrator.
- B. Following acceptance of the Municipal Improvements as provided in Section 1 (C) and subject to the one (1) year warranty provided herein, the sanitary and storm sewer mains located within the platted right-of-way and utility easement on the Subject Property, as required per Section 11, shall be maintained by the City, it being understood that the Developer shall remain obligated to repair and maintain any such individual sewer lines servicing the Developer Improvements located on the Subject Property.
- C. Following acceptance of the Municipal Improvements as provided in Section 1 (C) and subject to the one (1) year warranty provided herein, the water main located within the platted right-of-way and utility easement on the Subject Property, as required per Section 11, shall be maintained by the City, it being understood that the Developer shall remain obligated to repair and maintain any such individual water lines servicing the Developer Improvements located on the Subject Property.
- D. Following acceptance of the Municipal Improvements as provided in Section 1 (C) and subject to the one (1) year warranty provided herein, all streets located within the platted right-of-way shall be maintained by the City.

**3. Special Assessment for Project Completion.** Developer, its successors and assigns, hereby acknowledges and agrees to allow the City to specially assess the Subject Property for any and all costs incurred by the City in enforcing or completing any of the terms of this Agreement and/or costs incurred by the City in completing construction and/or installation of the Municipal Improvements in the event Developer abandons the project for a period exceeding 60 days following written notice by the City. Should the City assess the Subject Property for such costs, Developer, its successors and assigns, acknowledges and agrees not to contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 429.081 and § 429.091 or any other applicable Federal and State law, to the extent of the costs incurred by the City.

**4. Abandonment of Project - Costs and Expenses.** In the event Developer abandons the proposed development of the Subject Property, the City's costs and expenses related to attorney's fees, professional review, drafting of this Agreement, plans and specifications, and any other expenses undertaken in reliance upon Developer's various assertions shall be paid by said Developer within thirty (30) days after receipt of a bill for such costs from the City. In the event that said costs are not paid, the City may specially assess such costs against the Subject Property and/or take necessary legal action to recover such costs, including but not limited to attorney's fees. Developer, its successor and assigns, acknowledges and agrees not to contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including



Minnesota Statutes § 429.081 and § 429.091 or any other applicable Federal and State law, to the extent of the costs incurred by the City.

**5. Developer to Pay City's Costs and Expenses.**

- A. It is understood and agreed that Developer will reimburse the City for all associated administrative, legal, planning, engineering and other professional costs, and all permit fees, incurred in the creation, administration, enforcement or execution of this Agreement, as well as all reasonable engineering expenses incurred by the City in designing, approving, constructing, installing, and inspecting the Developer and Municipal Improvements described above (“Vendor Services”). Specifically, Vendor Services include and Developer shall pay City’s actual out-of-pocket costs for consulting engineering administration which shall include, but is not limited to: review of the Approved Plans and/or any requested changes to the Approved Plans, monitoring of construction, observation, consultation with Developer and its engineers on status or problems regarding Developer and Municipal Improvements and monitoring during the warranty period. Developer acknowledges and agrees to pay all such costs within thirty (30) days of billing by the City. If Developer fails to pay said bill within thirty (30) days, then the City may specially assess such costs against the Subject Property and/or take necessary legal action to recover such costs and Developer acknowledges and agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action. Developer, its successor and assigns, acknowledges and agrees not to contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 429.081 and § 429.091 or any other applicable Federal and State law, to the extent of the costs incurred by the City. Any Vendor Services reimbursable under this Section 5.A. shall be commercially reasonable and commensurate with the need of such services at the time that they are provided.
- B. All Vendor Services pertaining to administrative, and commercially reasonable engineering and legal fees related to plan review, drafting of this Agreement and any other necessary items shall be payable to the City prior to any work commencing unless otherwise agreed to by the City.
- C. Notwithstanding the above, Developer shall be permitted to participate in the negotiation, discussion, and approval of: (1) any Work Order for which Vendor Services are reimbursable under this Agreement, including the City Engineer (“Vendor”); and (2) any change in services requiring an amendment to an approved Work Order. Developer, City, and Vendors shall meet and confer regarding specific services to be provided by Vendors prior to Vendor Services being rendered under a Work Order, or any amendment thereunder.

**6. Erosion and Siltation Control.** Before any grading is started on any site, all erosion control measures identified on the Approved Plans shall be strictly complied with, and as required by City Ordinance. Developer shall also install all erosion control measures deemed

necessary by the City Engineer should the erosion control plan prove inadequate in any respect.

**7. Drainage Requirements.** Developer shall comply with all applicable requirements for drainage into any county ditch, railroad ditch or other ditch through which water from the Subject Property may drain and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any Federal, State, County or City drainage requirements, all at Developer's sole expense. In addition, Developer shall fully comply with all recommendations made by the City Engineer relative to required drainage improvements. Developer shall not damage or interfere with the use of, or otherwise diminish the functionality of any existing drainage structures, including field tile without the permission of the City Engineer. Any damage to existing field tile shall be repaired or replaced or rerouted at the sole expense of Developer. Developer shall notify the City of any drainage structures or field tile located on the Subject Property that has not been identified on the Approved Plans.

**8. Parking.**

- A. All areas intended to be utilized for parking space, driveways or any other areas upon which motor vehicles may be located, shall be surfaced with a dustless all-weather hard surface material capable of carrying a wheel load of four thousand (4,000) pounds.
- B. Acceptable surfacing materials shall include asphalt and concrete installed and maintained per industry standards.

**9. Maintenance of Public Property Damaged or Cluttered During Construction.**

- A. Developer acknowledges and agrees to assume full financial responsibility for any damage which may occur to public property including but not limited to: streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property. Developer further acknowledges and agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when such instances occur as a direct or indirect result of the construction activity on the Subject Property.
- B. Developer acknowledges and agrees to clean the streets as necessary and/or at the request of the City. Developer further acknowledges and agrees that any damage to public property occurring as a direct or indirect result of construction activity on the Subject Property shall be repaired immediately if deemed to be an emergency by the City. Developer further acknowledges and agrees that any damage to public property as a direct or indirect result of construction activity on the Subject Property shall be repaired within fourteen (14) days if not deemed to be an emergency by the City.
- C. If Developer fails to so timely clean the streets or repair or maintain said public

property, the City may immediately cause it to be cleaned up, repaired or maintained. When the City undertakes such activity, Developer shall reimburse the City for all of its expenses within thirty (30) days of its billing to the Developer. If Developer fails to pay said bill within thirty (30) days, then the City may specially assess such costs against the Subject Property and/or take necessary legal action to recover such costs. Developer acknowledges and agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action. Developer, its successor and assigns, acknowledges and agrees not to contest or appeal such assessments and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes § 429.081 and § 429.091 or any other applicable Federal and State law, to the extent of the costs incurred by the City.

**10. Temporary Easement Rights.** Developer shall provide the City and/or its representative's access at all times to the Subject Property for purposes of inspection and/or to accomplish any necessary work pursuant to this Agreement. Upon expiration of the warranty period and completion of all warranty work, such temporary easement shall terminate.

**11. Permanent Easement Rights.** Prior to the commencement of construction of the Municipal Improvements, Developer shall comply with all requirements of the Redwood Falls Unified Development Ordinance (UDO), including submittal of a final development plan pursuant to Section 15.16, obtain the approval of said final development plan as well as approval of a final plat and site plan designating the approximate areas identified as Municipal Improvements on Exhibit C as public right-of-way for municipal purposes. As used herein, the phrase "municipal purposes" shall include future necessary public utilities and utility structures (to include additions and/or extensions to the Municipal Improvements constructed by Developer) intended to serve the Subject Property and nearby parcels, and drainage projects. The approved final plat shall be recorded in the office of the Redwood County Recorder prior to any ground disturbance and/or commencement of construction activities on the Subject Property.

**12. Miscellaneous.**

- A. Developer acknowledges and agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at Developer's sole expense.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
- C. Developer, its successors or assigns, shall strictly comply with all City weed control Ordinances as well as any additional requirements required by the City Engineer. Further, unless otherwise agreed to by the City, Developer acknowledges and agrees that it shall not permit or maintain on the Subject Property any growth of plants, grass, brush, or other weeds or vegetation which is

to a height greater than eight (8) inches. Should the Developer, its successors or assigns fail to promptly comply with the provisions of this section, Developer, its successor or assigns, hereby acknowledges and agrees to allow the City to enter onto the Subject Property and bring the Subject Property into compliance with this Agreement, in addition to any requirements of the City Engineer, and to be solely responsible for the City's maintenance and administrative costs to remove said weeds and vegetative growth.

- D. Developer shall not stockpile excess or unsuitable earthen material, except during active construction, on the Subject Property without prior approval from the City.
- E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written Resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- F. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.
- G. Developer represents to the City that the Subject Property and the proposed use on the Subject Property will comply with all City, County, State and Federal laws and regulations prior to the initiation of any construction, including but not limited to: subdivision Ordinances, zoning Ordinances, and environmental regulations. Developer agrees to obtain all required Federal, State and local permits. If the City determines that the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until Developer so complies. Upon the City's demand in such event, the Developer shall cease work until there is compliance as determined by the City.
- H. Prior to the finalization of plans and site plat Developer shall notify the U.S. Postal Service of the planned development so that the Postal Service can determine the appropriate mode of delivery while considering input from the parties involved with the development. Developer shall install centralized mail delivery receptacles, including secure parcel lockers, in accordance with USPS Handbook PO-632, National Delivery Planning Standards – A Guide for Builders and Developers. Installation and compliance are the sole responsibility and burden of Developer.
- I. Prior to the execution of this Agreement, and prior to the start of any construction on the Subject Property, the Developer shall provide the City with evidence of good and marketable title to the Subject Property. Evidence of good and marketable title shall consist of a Title Insurance Policy or Commitment from a national title insurance company, Certificate of Title, or an abstract of title updated by an abstract company registered under the laws of the State of

Minnesota.

- J. Developer shall comply with all water, ponding and wetland related restrictions, if any, required by Redwood County Soil and Water Conservation, and any applicable provisions of State or Federal law or regulations.
- K. Developer shall obtain all required driveway, utility and other permits as required by the City Engineer, Redwood County Highway Engineer and/or the State of Minnesota Department of Transportation.
- L. Developer shall restore or replace, at its own expense, any public right-of-way, concrete curb and gutter, bituminous pavement, sidewalk or vegetative cover damaged by construction occurring on the Subject Property. Developer shall also replace at their own expense any damaged turf with sod within the public right-of-way.
- M. Developer shall provide the City "As-Builts" of all sewers, water mains, and roads installed by Developer.

**13. Dedications to the City.** Developer, upon presentation to the City of evidence of good and marketable title to the Subject Property, and upon completion of the Municipal Improvements and certification of completion by the City Engineer, shall dedicate all Municipal Improvements located within the public right-of-way to the City as identified on the approved final plat as identified in Section 11 of this Agreement.

**14. Indemnity.** Developer shall hold the City and its officers and employees harmless from claims made by Developer or third parties for damages sustained or costs incurred resulting from development of the Subject Property. Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorney's fees, provided, however, that in the event the negligence of the City, its officers or employees contributes to such damage, Developer's obligation to indemnify the City shall be reduced by the percentage of the City's negligence. In the event any such claim is brought against the City, which is in the nature of a tort action, the City shall seek to apply the tort limitations of Minn. Chapter 466 to such claim. Third parties shall have no recourse against the City under this Agreement.

**15. Insurance Requirements.** In order to protect itself as well as the City under the indemnity provision set forth above, Developer, at its own expense, shall procure the following minimum insurance coverages prior to the beginning of construction work, and maintain in force for the duration of this Agreement, on the Subject Property:

Commercial General Liability Insurance Policy: Developer shall maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall be written on an "occurrence" basis and not a "claims-made basis. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and

contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

Automobile Liability Insurance: If Developer operates a motor vehicle in performing the any work under this Agreement, Developer shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence. If automobiles are not used, City must receive a letter from Developer stating this.

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

Worker's Compensation Insurance: The Contractor shall provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:

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

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

Developer shall deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. Developer's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Developer's performance under this Agreement. Developer's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

## **16. Violation of Agreement.**

- A. Except as otherwise provided in this Agreement, upon any default by Developer, its successors or assigns, of any of the covenants and agreements herein contained, the City shall give the Developer fifteen (15) days' mailed notice thereof (via certified mail). The City is hereby granted the right and privilege to declare any deficiencies governed by this Agreement due and payable to the City in full if, within said fifteen (15) day period, (i) Developer does not cure such default; or (ii) such default cannot be cured within said fifteen (15) day period and Developer does not provide an assurance that is acceptable to the City within their sole discretion, that such default will be cured as soon as practicable. The fifteen (15) day notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by the Developer, the City may thence immediately and without notice or consent of the Developer complete the Developer's obligations under this Agreement, and specially assess the costs thereof against the Subject Property, bring legal action against the Developer to

collect any sums due to the City pursuant to this Agreement, plus all costs and attorney's fees incurred in enforcing this Agreement or pursue any combination of the above remedies as well as any other remedy available to the City in law or equity.

- B. Notwithstanding the fifteen (15) day notice period provided for above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this Agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided the City makes good-faith, reasonable efforts to notify Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.
- C. Breach of any of the terms of this Agreement by Developer shall be grounds for denial of building permits or withholding of the certificate of occupancy.

**17. Assignment of Agreement.** The obligations of Developer under this Agreement cannot be assigned without the express prior written consent of the City Council through Council Resolution.

**18. Limited Approval.** Approval of this Agreement by City Council in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.

**19. Professional Fees.** In the event that a dispute arises under the Agreement resulting in either party commencing a lawsuit or pursuing other course of legal action against the other party, the prevailing party in such lawsuit or action shall have the right to collect from the other party all reasonable attorney's fees, costs, and necessary disbursements. Reasonable costs and necessary disbursements may include reasonable attorney's fees, engineer's fees, planner's fees, and any other professional fees.

**20. Plans Attached as Exhibits.** All plans attached to this Agreement as Exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.

**21. Integration Clause, Modification by Written Agreement Only.** This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of the parties.

**22. Agreement Effect.** This Agreement shall be recorded against the Subject Property in the office of the Redwood County Recorder, and shall run with the land, and be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

**23. Notification Information.** Any notices to the parties herein shall be in writing, delivered by hand or registered mail addressed as follows to the following parties:

**CITY:** City of Redwood Falls  
333 South Washington Street  
P.O. Box 526  
Redwood Falls, MN 56283  
Attention: City Administrator  
Copy to: City Attorney

**CITY ENGINEER:** Bolton & Menk, Inc.  
140 First Ave. North  
P.O. Box 434  
Sleepy Eye, MN 56085  
Attention: Owen Todd

**DEVELOPERS:** Normandale LLC  
17503 George Moran Dr  
Eden Prairie, MN 55347-2153  
Attention: Brian Ertel

Any party may change its address for notices by following the procedure set forth above.

THIS DEVELOPMENT AGREEMENT is executed as of the date first above written.

**City of Redwood Falls, Minnesota,**  
a Minnesota home-rule Charter City.

By: \_\_\_\_\_  
Tom Quackenbush, Mayor

By: \_\_\_\_\_  
Keith Muetzel, City Administrator

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF REDWOOD    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Tom Quackenbush and Keith Muetzel, Mayor and City Administrator respectively, of the City of Redwood Falls, a Minnesota Municipal Corporation, on behalf of the City.





**Exhibit “A”**

Legal Description of Subject Property

**Exhibit “B”**

Developer Improvements

[to be attached]

**Exhibit “C”**

Municipal Improvements on and adjacent to Subject Property

[to be attached]



## AGENDA RECOMMENDATION

**Meeting Date:** November 12, 2024

**Agenda Item:** Canvass 2024 City Election Results - Resolution No. 72 of 2024

**Recommendation/Action Requested:** Approve Canvassing of the 2024 City Election Results.

**Summary/Overview:** The General Election was held on November 5, 2024. The Redwood County Auditor provided a local abstract plus the write-in tally sheets. The abstract has both polling place and absentee results. Per MN Statute, canvassing must take place between the third and tenth day after an election.

**RESOLUTION NO. 72 OF 2024**

**A RESOLUTION CANVASSING CITY OF REDWOOD FALLS  
NOVEMBER 5, 2024 ELECTION**

WHEREAS, the City Election for the City of Redwood Falls was duly and legally held on the 5<sup>th</sup> day of November, 2024, between the hours of 7:00 a.m. and 8:00 p.m.; and

WHEREAS, the City Council of the City of Redwood Falls declares the attached “Abstract of Votes Cast in the Precincts of the City of Redwood Falls, State of Minnesota, at the State General Election held Tuesday, November 5, 2024” and the attached “State General Election Write-Ins for the City of Redwood Falls – November 5, 2024” to be the official results of said Election; and

WHEREAS, the total number of persons voting was 2,563; and

WHEREAS, the Election Judges for said Election were as follows:

Election Administrator:	Caitlin Kodet
Election Assistant:	Amy Kerkhoff
Registration/Ballot Judges:	Mary Walz, Julie Faugstad, Mary Liebl, Eric Lovett, Ernie Fiala, Mary Bratsch, Abby Larson, Bruce Tolzmann, Mary Wetmore, Wayne Junker, Stephanie Klavetter, Daniel Faugstad, Jenifer Manthei, Julie Fiala, Jessica Lovett, Jacalyn Lueck, Marcee Stromberg, Margaret Blue, Jeannette Mertens, Greg Smith, Jan C Nelson, Julie Rath, Connie Bohn, and Joan Koster.

BE IT RESOLVED, the City Council hereby declares and ratifies that the following Council candidates received the majority number of votes cast in the City Election held on November 5, 2024, and they are hereby elected to those respective offices:

First Ward Council Member	Denise Kerkhoff
Second Ward Council Member	Matthew Smith
Council Member At Large	Shannon Guetter

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 5th day of November, 2024.

ATTEST:

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Keith Muetzel  
City Administrator

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Tom Quackenbush  
Mayor

(City Seal)

Abstract of Votes Cast  
In the Precincts of the City of Redwood Falls  
State of Minnesota  
at the State General Election  
Held Tuesday, November 5, 2024

as compiled from the official returns.



Summary of Totals  
City of Redwood Falls  
Tuesday, November 5, 2024 State General Election

Number of persons registered as of 7 a.m.	2904
Number of persons registered on Election Day	262
Number of accepted regular, military, and overseas absentee ballots and mail ballots	839
Number of federal office only absentee ballots	8
Number of presidential absentee ballots	0
Total number of persons voting	2563

Summary of Totals  
City of Redwood Falls  
Tuesday, November 5, 2024 State General Election

**KEY TO PARTY ABBREVIATIONS**

NP - Nonpartisan

Council Member At Large (Redwood Falls)

NP Don Hazen 745	NP Shannon Guetter 1428	WI WRITE-IN 17
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Council Member Ward 1 (Redwood Falls)

NP Denise Kerkhoff 628	WI WRITE-IN 15
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Council Member Ward 2 (Redwood Falls)

NP Matthew Smith 703	WI WRITE-IN 10
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Detail of Election Results  
City of Redwood Falls  
Tuesday, November 5, 2024 State General Election

<b>Precinct</b>	<b>Persons Registered as of 7 A.M.</b>	<b>Persons Registered on Election Day</b>	<b>Total Number of Persons Voting</b>
64 0110 : REDWOOD FALLS W-1	919	91	802
64 0115 : REDWOOD FALLS W-2	972	82	867
64 0120 : REDWOOD FALLS W-3	1013	89	894
City of Redwood Falls Total:	2904	262	2563

Detail of Election Results  
 City of Redwood Falls  
 Tuesday, November 5, 2024 State General Election

Office Title: Council Member At Large (Redwood Falls)

<b>Precinct</b>	NP Don Hazen	NP Shannon Guetter	WI WRITE-IN
64 0110 : REDWOOD FALLS W-1	215	460	6
64 0115 : REDWOOD FALLS W-2	237	502	5
64 0120 : REDWOOD FALLS W-3	293	466	6
Total:	<b>745</b>	<b>1428</b>	<b>17</b>

Office Title: Council Member Ward 1 (Redwood Falls)

<b>Precinct</b>	NP Denise Kerkhoff	WI WRITE-IN
64 0110 : REDWOOD FALLS W-1	628	15
Total:	<b>628</b>	<b>15</b>

Office Title: Council Member Ward 2 (Redwood Falls)

<b>Precinct</b>	NP Matthew Smith	WI WRITE-IN
64 0115 : REDWOOD FALLS W-2	703	10
Total:	<b>703</b>	<b>10</b>

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 5, 2024

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Redwood Falls Clerk. Witness our official signature at \_\_\_\_\_ in \_\_\_\_\_ County this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

State of Minnesota  
City of Redwood Falls

I, \_\_\_\_\_, Clerk of the City of Redwood Falls do hereby certify the within and foregoing \_\_\_\_\_ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Redwood Falls State General Election held on Tuesday, November 5, 2024.

Witness my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_



**WRITE IN TALLY SHEET**  
**CITY OF RWF W-1**  
**GENERAL ELECTION**  
**11/5/2024**

Election Judge Signatures:




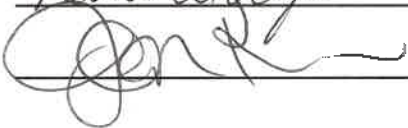
*Amy Kerkhoff*  
*[Signature]*  
*Cathy Koot*  
*[Signature]*





**WRITE IN TALLY SHEET**  
**CITY OF RWF W-1**  
**GENERAL ELECTION**  
**11/5/2024**

Election Judge Signatures:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



WRITE IN TALLY SHEET  
CITY OF RWF W-2  
GENERAL ELECTION  
11/5/2024

Election Judge Signatures:

*Amy Kerkhof*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Cathy J. Ford*



**WRITE IN TALLY SHEET**  
**CITY OF RWF W-2**  
**GENERAL ELECTION**  
**11/5/2024**

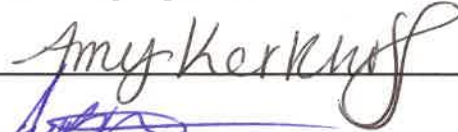
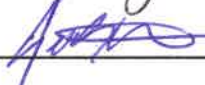

Election Judge Signatures:

*USG Suggs*  
\_\_\_\_\_  
*Julia*  
\_\_\_\_\_  
*Rachel Walker*  
\_\_\_\_\_  
*Jon R*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**WRITE IN TALLY SHEET**  
**CITY OF RWF W-3**  
**GENERAL ELECTION**  
**11/5/2024**

Election Judge Signatures:





WRITE IN TALLY SHEET  
CITY OF RWF W-3  
GENERAL ELECTION  
11/5/2024

Election Judge Signatures:

