



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
JANUARY 21, 2025 – 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. January 2, 2025
5. **Audience Participation** (10 minute time limit for items not on the agenda)
6. **Consent Agenda** (items approved with one motion)
 - A. Approve AWAIR (A Workplace Accident and Injury Reduction) Program Annual Update
7. **Scheduled Public Hearings**
 - A. Liquor License Violation Hearing – American Legion Post #38
 - B. Liquor License Violation Hearing – Duffy’s Riverside Salon
8. **Old Business**
9. **Regular Agenda**
 - A. Fire Department Joint Powers Agreement with MN Bureau of Criminal Apprehension – Resolution #7
 - B. 2024 Electric Distribution Improvement Project – Final Pay Request
 - C. 2025 Electric Distribution Improvement Project Bids – Resolution #8
 - D. Variance Request – 110 Oakwood Drive
 - E. 2024 Archery Deer Hunt Report
 - F. MN Department of Education Library Grant Agreement Amendment – Resolution #9
 - G. Engineering Services Agreement for 2025 Street Seal Coat Improvement Project – Resolution #10
 - H. Engineering Services Agreement for Reflection Loop Trail and Turn Lane Projects – Resolution #11
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
ORGANIZATIONAL/REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
THURSDAY, JANUARY 2, 2025

Pursuant to due call and notice thereof, an organizational/regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Thursday, January 2, 2025, at 5:00 p.m.

Roll call indicated Council Members Matt Smith, Denise Kerkhoff, Jim Sandgren, Larry Arentson, and Shannon Guetter were present, constituting a quorum. Mayor Tom Quackenbush attended remotely via interactive technology.

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.

Mayor Quackenbush administered the oath of office to Council Member – First Ward, Denise Kerkhoff.

Mayor Quackenbush administered the oath of office to Council Member – Second Ward, Matt Smith.

Mayor Quackenbush administered the oath of office to Council Member At-Large, Shannon Guetter.

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

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve the December 17, 2024, minutes as presented. Motion passed by unanimous vote.

Mayor Quackenbush called for nominations for Council President for 2025.

Council Member Sandgren nominated Council Member Smith.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to elect Council Member Smith as Council President. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the listed 2025 Commission Appointments as presented. Motion passed by unanimous vote.

Airport Commission

Reappoint Alan Olson to 3rd full term.

Housing & Redevelopment Authority

Reappoint Jeannette Mertens to 2nd full term.

Parks & Recreation Commission

Reappoint Stephen Vannelli to 3rd full term.

Planning Commission

Appoint Brad Cantwell to a partial term to fill Kory Grey's position.

Reappoint Valerie Stephens to 3rd full term.

Reappoint Dave Steinkraus to 2nd full term.

Police Commission

Reappoint Holly Larsen to 3rd full term.

Public Utilities Commission

Reappoint David Klabunde to 3rd full term.

A motion was made by Council Member Kerkhoff and seconded by Council Member Sandgren to approve the listed 2025 Council Committee Appointments as presented. Motion passed by unanimous vote.

Standing Committees:

Budget:	Matt Smith, Tom Quackenbush, and Shannon Guetter
Personnel:	Matt Smith, Tom Quackenbush, and Denise Kerkhoff
Public Works	Larry Arentson and Jim Sandgren
Port Authority:	Denise Kerkhoff and Jim Sandgren

Issues:

Environmental (garbage, compost, wetlands):	Jim Sandgren and Denise Kerkhoff
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Individual Assignments:

Joint Powers/School:	Larry Arentson
Airport Commission Liaison	Jim Sandgren
Library Commission Liaison	Denise Kerkhoff
Parks & Recreation Commission Liaison	Larry Arentson
Police Commission Liaison	Denise Kerkhoff
Public Utilities Commission Liaison:	Matt Smith
Housing & Redevelopment Authority Liaison:	Larry Arentson

Mayor Quackenbush requested nominations for the Redwood Falls Firefighter's Relief Association Board of Trustees for 2025.

Council Member Sandgren volunteered to be appointed to the Redwood Falls Firefighter's Relief Association Board of Trustees for 2025. Council Member Smith volunteered to be appointed if Council Member Sandgren is unable to participate.

A motion was made by Council Member Smith and seconded by Council Member Arentson to appoint Council Member Sandgren and Finance Director Kari Klages to the Redwood Falls Firefighter's Relief Association Board of Trustees for 2025. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to designate the City's official depositories pursuant to Minn. Stat. § 118A.02 and the City Investment Policy for 2025. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to designate the City's official electronic funds transfer policy pursuant to Minn. Stat. § 471.38, subd. 3 for 2025. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to continue meeting on the 1st and 3rd Tuesday of each month at 5:00 p.m. for the City Council Meetings in 2025; change the start time to 6:00 p.m. for the City Council Meeting on Tuesday, December 16th; and cancel the City Council Work Session scheduled for Tuesday, December 30th due to the New Year's Eve holiday. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to designate the City's official newspaper as the Redwood Gazette for 2025. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Guetter to designate Bolton & Menk as Consulting City Engineer for 2025. Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:28 p.m. to discuss delinquent utility accounts, maintenance charges, and surcharges.

Finance Director Klages introduced Resolution No. 01 of 2025 – Resolution Adopting Assessments for Delinquent Accounts, Resolution No. 02 of 2025 – Resolution Adopting Assessments for Unpaid Maintenance Costs, and Resolution No. 03 of 2025 – 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.

Ms. Klages stated the pending assessment of \$132.88 on Parcel #88-422-0540 was paid by the account holder after the notice was published but prior to the Council meeting. Resolution No. 01 of 2025 was updated to reflect that payment.

No one was present to provide comments during the hearing.

Mayor Quackenbush closed the public hearing at 5:32 p.m.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to waive the reading of Resolution No. 01 of 2025 – Resolution Adopting Assessments for Delinquent Accounts with the noted change to remove Parcel #88-422-0540. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Guetter to approve Resolution No. 01 of 2025 – Resolution Adopting Assessments for Delinquent Accounts with the noted change to remove Parcel #88-422-0540. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Smith to waive the reading of Resolution No. 02 of 2025 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve Resolution No. 02 of 2025 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to waive the reading of Resolution No. 03 of 2025 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Guetter to approve Resolution No. 03 of 2025 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

City Attorney Dammann introduced Ordinance No. 94, Fourth Series – An Ordinance Amending the Unified Development Ordinance, 2014 Edition, As Provided in §14.03 of the Redwood Falls City Code, for the Purpose of Regulating Cannabis Businesses.

Mr. Dammann stated the proposed Ordinance was introduced at the December 17, 2024, City Council Meeting. 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, and welfare of their residents by regulating cannabis businesses within their legal boundaries. The City of Redwood Falls has the authority to adopt an ordinance pursuant to 1) Minn. Stat. § 342.13(c) and § 462.357, allowing a local unit of government to adopt zoning regulations in the form of 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.

Mr. Dammann stated after discussion of the issues surrounding cannabis business licensing, registration, and zoning at a work session on October 29th, City Council requested that Staff prepare a zoning ordinance for the regulation of cannabis businesses in Redwood Falls. Ordinance No. 94 creates a new chapter in the Unified Development Ordinance for the regulation of cannabis businesses. The goal of the ordinance is to zone the various types of cannabis businesses in conformance with the City’s comprehensive plan and compatible with pre-existing zoning districts and the uses allowed within them.

Mr. Dammann stated on December 10, 2024, after the notice was published in the Redwood Gazette, a public hearing was held by the Planning Commission to discuss Ordinance No. 94, Fourth Series. After the hearing, the Planning Commission adopted the Findings of Fact found in Section 2 of Ordinance No. 94 and recommended approval of Ordinance No. 94. State law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 94, Fourth Series is lengthy. However, Minn. Stat. § 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff have prepared Resolution No. 06 of 2025 and Exhibit A, which contains the summary of Ordinance No. 94 for publication.

A motion was made by Council Member Sandgren and seconded by Council Member Smith to approve Ordinance No. 94, Fourth Series – An Ordinance Amending the Unified Development Ordinance, 2014 Edition, As Provided in §14.03 of the Redwood Falls City Code, for the Purpose of Regulating Cannabis Businesses. Motion passed by the following roll call vote.

AYE: Council Members Arentson, Smith, Kerkhoff, Guetter, and Sandgren
NO: None

Finance Director Klages introduced Resolution No. 04 of 2025 – A Resolution Accepting A Donation to the City.

Ms. Klages stated Minn. Stat. § 465.03 gives the City authority to receive donations and requires them to be formally accepted by resolution, adopted by a two-thirds vote of the Council. Resolution No. 04 of 2025 is to accept a financial donation for the Redwood Falls Fire Department in the amount of \$1,000.00 from Minnwest Bank.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 04 of 2025 – A Resolution Accepting A Donation to the City. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Guetter to approve Resolution No. 04 of 2025 – A Resolution Accepting A Donation to the City. Motion passed by unanimous vote.

Police Chief Jason Cotner was present to introduce Resolution No. 05 of 2025 – A Resolution Accepting Donations to the City.

Police Chief Cotner stated in 2024, the non-profit organization Providing Resources, Officer Training, Equipment Canine, and Team Support (PROTECTS) was established. The organization's purpose is to provide funding to first responder organizations that have needs which cannot be met within their normal operating budgets. After meeting with Police Chief Jason Cotner and Assistant Police Chief Steve Schroeder PROTECTS announced their first organizational goal was to raise funds for the purchase of a police K-9. This goal included the purchase of the dog, training for the dog and handler, travel and housing costs, and specialized squad car equipment, among other items. Preliminary estimates for this purchase were set at \$45,500.00.

Police Chief Cotner stated on December 18, 2024, PROTECTS informed Chief Cotner the organization had raised over the estimated purchase costs and was ready to disburse those funds to the Redwood Falls Police Department. RFPD has contacted the vendor, McDonough K-9, who reports a dog will be available for the next training session in March of 2025. Training lasts 3 months. This would be an unbudgeted purchase, however, PROTECTS donation will fully fund the purchase of the dog, all training and certification, travel and housing costs, and K-9 squad car equipment. Outside the officer's normal wages, no RFPD funds would be used toward this project.

A motion was made by Council Member Smith and seconded by Council Member Arentson to waive the reading of Resolution No. 05 of 2025 – A Resolution Accepting Donations to the City. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Guetter to approve Resolution No. 05 of 2025 – A Resolution Accepting Donations to the City. Motion passed by unanimous vote.

Police Chief Cotner introduced the Purchase of Police K-9.

Police Chief Cotner stated the PROTECTS organization's purpose is to provide funding to first responder organizations that have needs which cannot be met within their normal operating budgets. After meeting with Police Chief Jason Cotner and Assistant Police Chief Steve Schroeder PROTECTS announced their first organizational goal was to raise funds for the purchase of a police K-9. This goal included the purchase of the dog, training for the dog and handler, travel and housing costs, and specialized squad car equipment, among other items. Preliminary estimates for this purchase were set at \$45,500. The vendor of the K-9, McDonough K-9, has provided an invoice listing the purchase price and training of the dog and handler as \$16,500. The purchase of the dog and training is an unbudgeted expenditure within the RFPD budget. With the \$45,500 PROTECTS donation all anticipated costs for the purchase, training, and equipment needs are fully funded and no RFPD funds will be used to make this purchase.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve the Purchase of a Police K-9. Motion passed by unanimous vote.

Police Chief Cotner introduced the American Kennel Club Police K-9 Grant Application.

Police Chief Cotner stated in 2024, the PROTECTS organization was created and their first goal was the purchase of a police K-9 for the Redwood Falls Police Department (RFPD). In less than six months the organization raised more than \$45,500, which was the preliminary estimate for the purchase of the K-9, training and certification of the dog and handler, travel and housing costs, as well as specialized K-9 equipment for the RFPD squad car.

Police Chief Cotner stated while the PROTECTS donation funded all the start-up costs for a police K-9 program some unbudgeted expenses are necessary to maintain the K-9 such as food and veterinary visits. To meet this unbudgeted expense a grant from the American Kennel Club (AKC) was identified. AKC's Reunite K9 Cop Grant Program provides up to \$7,500 for new K-9 programs. The grant requires matching funds but with the PROTECTS donation, the City has met the matching fund requirement. There are no reporting requirements with grant. If RFPD were awarded the grant, the K-9 squad car would need to display an AKC Reunite logo.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the American Kennel Club Police K-9 Grant Application. Motion passed by unanimous vote.

City Attorney Dammann introduced Resolution No. 06 of 2025 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 94, Fourth Series, An Ordinance Amending the Unified Development Ordinance, 2014 Edition, As Provided in §14.03 of the Redwood Falls City Code, for the Purpose of Regulating Cannabis Businesses.

Mr. Dammann stated State law requires that all ordinances adopted be published prior to becoming effective. Ordinance No. 94, Fourth Series is too lengthy for publication. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff have prepared Resolution No. 06 of 2025 and Exhibit A, which contains the summary of Ordinance No. 94 for publication.

A motion was made by Council Member Sandgren and seconded by Council Member Smith to waive the reading of Resolution No. 06 of 2025 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 94, Fourth Series, An Ordinance Amending the Unified Development Ordinance, 2014 Edition, As Provided in §14.03 of the Redwood Falls City Code, for the Purpose of Regulating Cannabis Businesses. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 06 of 2025 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 94, Fourth Series, An Ordinance Amending the Unified Development Ordinance, 2014 Edition, As Provided in §14.03 of the Redwood Falls City Code, for the Purpose of Regulating Cannabis Businesses. Motion passed by unanimous vote.

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

There being no further business, a motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to adjourn the meeting at 5:51 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

Meeting Date: 1/21/2025

AGENDA RECOMMENDATION

Agenda Item: AWAIR Program Annual Update for 2025 – AWAIR (A Workplace Accident and Injury Reduction Program). Changes to the Program noted in red below.

Recommendation/Action Requested: Staff recommends approval of the annual updates to the AWAIR Program for 2025. **The changes made to the AWAIR policy are noted below in red and are changes made to uniform allowance changes as noted below per the 2025-2027 union agreements.**

Summary/Overview:

Annual Review of the AWAIR Safety Policy by the Safety Committee

Update – Revised date the Council Approved the Policy: January 21, 2025

2025	December 11, 2024	Safety Committee	Yes	Update Page 43-45: Council Approved Date: January 21, 2025, updated pages 43-45 Safety Shoe Reimbursement information to match the uniform allowance changes as per Union Agreements 2025 - 2027.
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E. Foot Protection

Steel-toed work shoes/boots that are sturdy in construction and offer good protection for the feet are required for all employees. Shoes and soles of shoes must be in good repair at all times.

All employees who work in the following departments should wear steel-toed footwear: Electric/Power Plant, Parks, RACC Maintenance, Shop, Streets and Water/Wastewater Departments. Steel toed boots must meet the requirements of F2412-05 Standard Test Methods for Foot Protection and F-2413-05 Standard Specification for Performance Requirement for Foot Protection. Steel toed boots will have a label on them indicating their manufacturing requirements. **Part-time and** Seasonal employees that work in one of the above departments shall abide by the same requirements.

F. Safety Shoe Reimbursement

In an effort to defray costs to regular ~~full-time~~ part-time and seasonal employees for safety equipment, the City of Redwood Falls will reimburse employees the cost or portion thereof incurred for the purchase of safety steel-toed shoes. Limits and terms of reimbursement will be as stated in applicable collective bargaining unit agreements. For those employees who are not part of a collective bargaining unit and do not receive a clothing allowance, the following reimbursements will be made as listed below:

Reimbursement to ~~full-time regular or~~ part time regular employees shall be up to \$75.00 per year. Reimbursement to seasonal/temporary employees shall be up to \$75. All Employees will be required to submit documentation receipt and proof of F2412-05 Standard Test Methods for Foot Protection and F-2413-05 Standard Specification for Performance Requirement for Foot Protection. **See table below for specific information for each group of employee reimbursement.**

SAFETY SHOE REIMBURSEMENT INFORMATION

<u>GROUP</u>	<u>STATUS</u>	<u>REIMBURSEMENT AMOUNT</u>
Non-Union P&R, Building Official and Public Works Coordinator	Full-Time	Per Personnel Policy Clothing Allowance
Non-Union P&R	Part-Time	\$75.00
Non-Union P&R	Seasonal	\$75.00
Non-Union Streets	Seasonal	\$75.00
IBEW Employees	Full-time	Per IBEW Union Agreement Clothing Allowance
Electric Superintendent	Full-time	Per IBEW Union Agreement Clothing Allowance
RFPEA – Streets and Water Departments	Full-time	Per RFPEA Union Agreement Clothing Allowance
Water/Waste Water Superintendent	Full-time	Per RFPEA Union Agreement Clothing Allowance
Street Superintendent	Full-time	Per RFPEA Union Agreement Clothing Allowance
Airport Manager	Full-time	Per Personnel Policy Clothing Allowance
LELS Employees	Full-time	Per LELS Union Agreement Clothing Allowance
LELS Leadership – Police Chief & Assistant Police Chief	Full-time	Per LELS Union Agreement Clothing Allowance

AGENDA MEMO

Meeting Date: January 21, 2025

Agenda Item: Liquor License Violation Hearing – American Legion Post #38

Recommendation/Action Requested: Staff recommends, following a hearing to allow the license holder opportunity to be heard, that the liquor license for American Legion Post #38 be suspended for a period of seven (7) days, but that the suspension be stayed on the conditions that the license holder complete the following: (1) no alcohol sale violations for a period of 2 years; (2) pay a \$500 civil penalty to the City of Redwood Falls pursuant to City Code Section 5.02, Subd. 4(F); and (3) that the license holder show proof to the City Attorney or City staff that Legion staff and/or management have attended an alcohol-sales continuing education course since the date of the violation.

Summary/Overview: On December 22, 2023, the Redwood Falls Police Department conducted an alcohol compliance check at American Legion Post #38 (the “Legion”). The Legion failed the compliance check as an alcoholic beverage was sold to an underage individual cooperating with the Police Department. Upon review of the criminal case in Court File No. 64-CR-24-186, Brittney Rose Melmer, an employee of the Legion pled guilty on July 1, 2024, to Furnishing Alcohol to a Minor in violation of Minn. Stat. 340A.503.2(1) in relation to the incident from December 22, 2023. Furnishing alcohol to a minor is also a violation of Redwood Falls City Ordinance §5.15, subd. 2(A).

Pursuant to City Code Section 5.02, Subd. 4(F), on December 26, 2024, notice of this hearing before the Council was sent to Jim Mertens, the license holder for the Legion, via certified mail. The written notice stated the time, place and purpose of the hearing. On January 2, 2025, Mr. Mertens acknowledged receipt of the notice during a telephone call with staff and also indicated agreement with the proposed recommendations. Due to a typo, notice was resent on January 2, 2025, via certified mail and was received on January 6, 2025.

Attached: Proposed Findings and Order

**CITY OF REDWOOD FALLS
STATE OF MINNESOTA**

In re: The Matter of:
American Legion Post #38
100 Industrial Drive
PO Box 354
Redwood Falls, MN 56283
Attn: Jim Mertens

**FINDINGS AND ORDER
FOR LIQUOR
LICENSE VIOLATION**

PLEASE TAKE NOTICE that pursuant to Redwood Falls City Code § 5.02, Subd. 4(F) a hearing was held during a regularly scheduled meeting of the Redwood Falls City Council on January 21, 2025, to address an alleged liquor license violation committed by American Legion Post #38 (“Licensee”).

FINDINGS

The City Council hereby finds that on December 22, 2023, an employee of Licensee violated Redwood Falls City Ordinance § 5.15, subd. 2(A) and Minn. Stat. § 340A.503.2(1) by selling alcohol to a person under the age of twenty-one (21) years. The Council also finds that due to the violation, Licensee has failed to comply with a statute, regulation or provision of the City Code relating to alcoholic beverages.

ORDER

Per Redwood Falls City Ordinance § 5.02, the Redwood Falls City Council hereby suspends Licensee’s license to sell alcoholic beverages for a period of seven (7) days, however the suspension shall be stayed on the conditions that the Licensee complete the following: (1) no alcohol sale violations for a period of two (2) years; (2) pay a \$500 civil penalty to the City of Redwood Falls; and (3) that the Licensee show proof to the Redwood Falls City Attorney or City staff that Licensee staff and/or management attended an alcohol-sales continuing education course to ensure that all existing and new employees are properly trained on the legal requirements for alcohol sales.

ISSUED AND ADOPTED this _____ day of January, 2025, by the City Council of the City of Redwood Falls.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this _____ day of
January, 2025.

Notary Public

AGENDA MEMO

Meeting Date: January 21, 2025

Agenda Item: Liquor License Violation Hearing – Duffy’s Riverside Saloon

Recommendation/Action Requested: Staff recommends, following a hearing to allow the license holder an opportunity to be heard, that the liquor license for Duffy’s Riverside Saloon be suspended for a period of seven (7) days, but that the suspension be stayed on the conditions that the license holder complete the following: (1) no alcohol sale violations for a period of 2 years; (2) pay a \$500 civil penalty to the City of Redwood Falls pursuant to City Code Section 5.02, Subd. 4(F); and (3) that the license holder show proof to the City Attorney or City staff that Duffy’s staff and/or management have attended an alcohol-sales continuing education course since the date of the violation.

Summary/Overview: On December 22, 2023, the Redwood Falls Police Department conducted an alcohol compliance check at Duffy’s Riverside Saloon (“Duffy’s”). Duffy’s failed the compliance check as an alcoholic beverage was sold to an underage individual cooperating with the Police Department. Upon review of the criminal case in Court File No. 64-CR-24-187, Thomas Alan Minkel, an employee of Duffy’s pled guilty on September 9, 2024, to Furnishing Alcohol to a Minor in violation of Minn. Stat. 340A.503.2(1) in relation to the incident from December 22, 2023. Furnishing alcohol to a minor is also a violation of Redwood Falls City Ordinance §5.15, subd. 2(A).

Pursuant to City Code Section 5.02, Subd. 4(F), on December 26, 2024, notice of this hearing before the Council was sent to Daniel Sandeen, the license holder for Duffy’s, via certified mail. The written notice stated the time, place and purpose of the hearing. On January 15, 2025, Mr. Sandeen acknowledged receipt of the notice during a telephone call with staff and also indicated agreement with the proposed recommendations. Mr. Sandeen noted that since receiving the notice, all of Duffy’s staff and management have completed the required alcohol-sales continuing education course.

Attached: Proposed Findings and Order

**CITY OF REDWOOD FALLS
STATE OF MINNESOTA**

In re: The Matter of:
Duffy's Riverside Saloon
110 Front Street East
Redwood Falls, MN 56283
Attn: Daniel Sandeen

**FINDINGS AND ORDER
FOR LIQUOR
LICENSE VIOLATION**

PLEASE TAKE NOTICE that pursuant to Redwood Falls City Code § 5.02, Subd. 4(F) a hearing was held during a regularly scheduled meeting of the Redwood Falls City Council on January 21, 2025, to address an alleged liquor license violation committed by Duffy's Riverside Saloon ("Licensee").

FINDINGS

The City Council hereby finds that on December 22, 2023, an employee of Licensee violated Redwood Falls City Ordinance § 5.15, subd. 2(A) and Minn. Stat. § 340A.503.2(1) by selling alcohol to a person under the age of twenty-one (21) years. The Council also finds that due to the violation, Licensee has failed to comply with a statute, regulation or provision of the City Code relating to alcoholic beverages.

ORDER

Per Redwood Falls City Ordinance § 5.02, the Redwood Falls City Council hereby suspends Licensee's license to sell alcoholic beverages for a period of seven (7) days, however the suspension shall be stayed on the conditions that the Licensee complete the following: (1) no alcohol sale violations for a period of two (2) years; (2) pay a \$500 civil penalty to the City of Redwood Falls; and (3) that the Licensee show proof to the Redwood Falls City Attorney or City staff that Licensee staff and/or management attended an alcohol-sales continuing education course to ensure that all existing and new employees are properly trained on the legal requirements for alcohol sales.

ISSUED AND ADOPTED this _____ day of January, 2025, by the City Council of the City of Redwood Falls.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this _____ day of
January, 2025.

Notary Public

AGENDA MEMO

Meeting Date: January 21, 2025

Agenda Item: Proposed Resolution No.7 of 2025 – Approving State of Minnesota Joint Powers Agreements with the City of Redwood Falls on behalf of its Fire Department.

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

Summary/Overview: The Fire Department desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to maintain access to federal data in support of its duties to conduct background checks as provided by law. The purpose of this Joint Powers Agreement is to memorialize the requirements for the Fire Department to obtain access and the limitations that apply to the information that the Fire Department obtains.

Attachment: Proposed Resolution No. 7 of 2025

RESOLUTION NO. 7 OF 2025
RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF REDWOOD FALLS ON BEHALF OF ITS
FIRE DEPARTMENT

WHEREAS, the City of Redwood Falls, on behalf of its Fire Department desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to access federal data in support of its duties to conduct background checks as provided by law.

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

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Redwood Falls on behalf of its Fire Department, is hereby approved.
2. That Joe Probst, Redwood Falls Fire Chief, or his successor, is designated the Authorized Representative for the Fire Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's access to federal data provided by the State.
4. That Tom Quackenbush, the Mayor for the City of Redwood Falls, and Keith Muetzel, the City Administrator of Redwood Falls, together, are authorized by Section 4.08 of the Redwood Falls City Charter to sign the Joint Powers Agreement.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 21st day of January 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2025.

Notary Public



Joint Powers Agreement

State of Minnesota

Federal Background Checks

ORI – NCJMN0127
SWIFT Contract # 260982

This Agreement is between the State of Minnesota, acting through its commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Redwood Falls on behalf of its Fire Department ("Governmental Unit").

Recitals

- 1 Under Minnesota Statutes § 471.59, the BCA and Governmental Unit are empowered to engage in such agreements as are necessary to exercise their powers.
- 2 The BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation ("FBI") subsequent to conducting Minnesota records checks.
- 3 The Governmental Unit has a state statute, Minnesota Statutes, § 299F.035, that has been approved by the United States Attorney General as compliant with Public Law 92-544.
- 4 The Governmental Unit wants to access federal data in support of its duties to conduct background checks as provided by law.
- 5 The purpose of this Joint Powers Agreement is to memorialize the requirements for Governmental Unit to obtain access and the limitations that apply to the information that Governmental Unit obtains.

Agreement

- 1 **Term of Agreement**
 - 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.
- 2 **Agreement Between the Parties**
 - 2.1 **Request Submission.** Governmental Unit agrees that it will collect fingerprints from those individuals for whom a Minnesota and federal fingerprint-based background check will be conducted. Governmental Unit will forward the fingerprints and other documentation to the BCA. The fingerprints will be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. The Governmental Unit will ensure that all fields required on the fingerprint card are completed.

Fingerprints received by Governmental Unit will be forwarded to the BCA using a secure method.
 - 2.2 **Request Processing.** On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository

for any records that match the fingerprints submitted. Any results of a fingerprint match in Minnesota will be returned to the Governmental Unit with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Governmental Unit is not entitled to receive and forward the results to the Governmental Unit.

- 2.3 Policies.** The FBI and BCA have laws and policies on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us//noncrim/launchpad/index.pl>. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement.
- 2.4 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.5 Requirement to Update Information.** The parties agree that if there is a change to any of the information, whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.
- 2.6 Compliance with Personnel Security Requirements.** Per Minnesota Statutes § 299C.46, employees of a Governmental Unit who review results of background checks will be required to take security awareness training and pass a federal, fingerprint-based background check. Any information technology staff who support the work of Governmental Unit and who have physical or logical access to criminal history information will also be required to take security awareness training and pass a federal, fingerprint-based background check and may need to sign a security addendum certification. All required training by Governmental Unit employees will be completed prior to reviewing or handling background checks.

3 Payment

Governmental Unit will pay the BCA for all services performed under this Agreement. For each background check that is processed by BCA, Governmental Unit will pay the fee identified at <https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf>. There is an additional \$10.00 fee if the fingerprints are taken at BCA.

4 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent
Address: Dept. of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106
Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Joe Probst, Fire Chief
Address: 900 S Gould St

Redwood Falls, MN 56283
Telephone: 507.616.7400
Email Address: rffire@ci.redwood-falls.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except that described in Clause 2.5 above, must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

7 Audits

- 7.1** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law and policy, the Governmental Unit's records are subject to examination by the BCA and the FBI to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The BCA and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minnesota Statutes §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the BCA or the Governmental Unit.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** Governmental Unit and BCA agree to cooperate in the investigation

and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions.

9.2.1 Under this Agreement, Governmental Unit must determine if and when an involved Individual User is disciplined due to inappropriate use of data. Governmental Unit may decide to suspend or terminate access and the decision must be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to temporarily suspend or eliminate an Individual User's access to data and will notify Governmental Unit if an Individual User is affected.

9.2.2 If the BCA determines the Governmental Unit has jeopardized the integrity of the information, BCA may temporarily stop providing some or all the information under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within 30 days of the affected party receiving that notice.

12 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed by the BCA, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the Governmental Unit. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form*

available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the BCA upon request.

13 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and 10. Venue.

BCA and the Governmental Unit indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title: _____
Governmental Unit

_____ Date

By and Title: _____
Governmental Unit

_____ Date

By and Title: _____
Governmental Unit

_____ Date

By and Title: _____
Governmental Unit

_____ Date

By and Title: _____
Governmental Unit

_____ Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By and Title: _____
(with delegated authority)

_____ Date

COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

_____ Date

AGENDA RECOMMENDATION

Meeting Date: January 21, 2025

Agenda Item: Final Pay Request for 2024 Distribution Improvements

Recommendation/Action Requested: Public Utilities Staff Recommends Approval

Summary/Overview: The final contract price for the 2024 Distribution Improvements was \$616,308.00. The original contract price was \$26,348.00 less than the final but more material and labor were required than the engineers estimated.

Castrejon, Inc has submitted all the necessary paperwork, which DGR has signed off on and has submitted the final pay request in the amount of \$30,815.40.

Attachments: Final Pay Request
Final Contract Breakdown
Engineer's Statement of Completion



SUMMARY

VALUE OF WORK COMPLETED TO DATE	\$616,308.00	ORIGINAL CONTRACT PRICE.....	<u>\$589,960.00</u>
LESS RETAINAGE.....	<u>\$0.00</u>	EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions).....	\$616,308.00
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT.....	\$616,308.00	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT.....	<u>\$616,308.00</u>
LESS ESTIMATES PREVIOUSLY APPROVED.....		EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT.....	<u>\$0.00</u>
Pay Estimate No. 1.....	\$156,611.30	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT.....	100%
Pay Estimate No. 2.....	\$166,792.45		
Pay Estimate No. 3.....	\$166,770.60		
Pay Estimate No. 4.....	\$95,318.25		
Pay Estimate No. 5.....			
Pay Estimate No. 6.....			
Pay Estimate No. 7.....			
Pay Estimate No. 8.....			
Pay Estimate No. 9.....			
Pay Estimate No. 10.....			
Pay Estimate No. 11.....			
TOTAL AMOUNT DUE THIS ESTIMATE.....	<u>\$30,815.40</u>		

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

CASTREJON, INC., Contractor

By _____

Date 12/11/2024

CERTIFICATE

THE AMOUNT OF \$ \$30,815.40 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

CITY OF REDWOOD FALLS/PUBLIC UTILITIES, Owner

By _____

Title _____

Date _____

DGR ENGINEERING, Engineer

By _____

Date 1-6-25

2024 Distribution Improvements
City of Redwood Falls/Public Utilities
Redwood Falls, Minnesota

FINAL CONTRACT BREAKDOWN

ORIGINAL CONTRACT PRICE	\$	589,960.00
Unit Quantity Additions / Deletions	\$	26,348.00
		<hr/>
TOTAL PROJECT CONSTRUCTION COST	\$	616,308.00
Less Previous Payments	\$	585,492.60
		<hr/>
FINAL AMOUNT DUE TO CONTRACTOR	\$	30,815.40
		<hr/>



January 6, 2025

City of Redwood Falls/Public Utilities
Attn: Jason Halvorson, Public Utilities Superintendent
333 South Washington Street, PO Box 526
Redwood Falls, MN 56283

RE: **Final Contract Documents**
2024 Distribution Improvements
DGR Project No. 421126

Dear Jason:

Enclosed you will find three (3) sets of Final Contract Documents for the above-referenced project. Included in the Final Contract Documents are a number of documents that summarize the financial details of the project. The project has been completed by Castrejon, Inc. as per the Contract Documents and to the satisfaction of DGR Engineering and the City of Redwood Falls/Public Utilities. Castrejon has completed all the necessary requirements and forms for the Final Contract Documents.

Each set of documents includes the Final Pay Estimate. This document, which has been signed by the Contractor and DGR, shows the final amount due: **\$30,815.40** (including retainage) to the Contractor. Please have the appropriate official sign and date this page in each set (see Sign Here stickers) and remit payment to the Contractor.

Each set of documents also includes the Engineer's Statement of Final Completion and Owner's Acceptance of Contract Construction. This document, which DGR has signed, certifies that the project is finished to the best of our knowledge. Please have the appropriate official sign and date this page in each set (see Sign Here stickers).

Once these have been executed, please complete the following:

1. Retain the set marked "Owner Copy" for your files.
2. Return the set marked "Engineer Copy" to:

DGR Engineering
Attn: Stacey Eben
1302 S Union Street
Rock Rapids, IA 51246

3. Forward the set marked "Contractor Copy" along with final payment in the amount of **\$30,815.40** to:

Castrejon, Inc.
Attn: Monica Castrejon
9201 Isanti Street N
Blaine, MN 55449

Castrejon has one final form, Contractor's Receipt for Final Payment, which they will sign once they have received final payment. Once executed, we will send you an electronic copy, please attach it to your copy of the Final Contract Documents and retain it for your record-keeping purposes. Please let me know if you have any questions on these documents.

Best Regards,

DGR Engineering



Chad Rasmussen, P.E.
Enclosures: 3 Final Contract Documents
CAR:ste

AGENDA RECOMMENDATION

Meeting Date: January 21, 2025

Agenda Item: Resolution No. 8 of 2025, 2025 Distribution Improvements DGR Project #421127

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: This project is being completed to bury the overhead distribution system and to enhance reliability to provide power to the existing sections of the city. Six bids for the project were received, publicly opened and read on Tuesday, January 14, 2025, at 1:15 pm. The attached bid summary is a result of the opening.

All bidders are qualified to complete this project. DGR had given us a budget estimate of \$980,000 which was in the 2025 capital budget.

DGR reviewed the bids for completeness and mathematical errors. In the end they sent a letter of recommendation that the bid be awarded to PUSH Incorporated of Rice Lake, Wisconsin in the amount of \$744,557.75.

Attachments: Resolution No. 8 of 2025
Bid Summary
DGR Letter of Recommendation

RESOLUTION NO. 8 of 2025

**AUTHORIZATION TO EXECUTE AWARD OF CONTRACT FOR
2025 DISTRIBUTION IMPROVEMENTS DGR PROJECT #421127
WITH PUSH INCORPORATED**

WHEREAS, the City of Redwood Falls is authorized to enter into an agreement with PUSH Incorporated pursuant to Minnesota Statutes Section §412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, at the September 17, 2024, City Council meeting, the Council authorized the Advertisement for Bids for DGR Project No. 421127 - 2025 Distribution Improvements, as the City is continuing to bury the overhead distribution lines to ensure reliability to its customers; and

WHEREAS, on Tuesday, January 14, 2025, at 1:15 p.m., six bids were received and opened at City Hall; and

WHEREAS, PUSH Incorporated of Rice Lake, Wisconsin is the responsive, responsible, competent, low apparent bidder for Project #421127 in the amount of \$744,557.75; and

WHEREAS, recommendation to award the contract to PUSH Inc. has been made by DGR Engineering.

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

1. The bid and subsequent contract described above is awarded, approved and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The Mayor and/or City Administrator are authorized to execute this contract, quote and negotiate any amendments, change orders and construction site engineering changes on behalf of the City of Redwood Falls pursuant to the Redwood Falls Procurement Policy
3. The awarded contract described above shall be maintained and insured by the City as allowed by law.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 21st day of January 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2025.

Notary Public



January 15, 2025

City of Redwood Falls/Public Utilities
Attn: Jason Halvorson, Public Utilities Superintendent
333 South Washington Street, PO Box 526
Redwood Falls, MN 56283

RE: **Recommendation of Award of Contract**
2025 Distribution Improvements
DGR Project No. 421127

Dear Jason:

We have reviewed the bids received on January 14, 2025 for the above-referenced project. A bid summary form and detailed tabulation of the bid results is enclosed. We have checked the bids for mathematical accuracy and compliance with the bid specifications. We are hereby prepared to offer the following recommendation.

There were six (6) responsive bids received ranging in price from \$744,557.75 to \$1,309,346.00. The apparent low bid evaluated was received from PUSH, Inc., who submitted a total price of \$744,557.75. PUSH has successfully completed similar projects for us in the past, and we know of no reasons why they would not perform well on this project. We recommend that you award the contract to PUSH for a total price of \$744,557.75.

Please review our recommendation and feel free to contact us with any questions you or the Commission/Council may have. Please let us know when an award has been made, and we will proceed with preparing the Contract Documents for signatures. We will be sending a copy of the bid summary to all bidders and plan holders.

Best Regards,

DGR Engineering

A handwritten signature in black ink that reads 'Chad Rasmussen'.

Chad Rasmussen, P.E.
Enclosure: Bid Summary and Tabulation
CAR:ste

BID SUMMARY

2025 Distribution Improvements City of Redwood Falls/Public Utilities Redwood Falls, Minnesota



DGR Project No. 421127

Bid Letting: January 14, 2025 - 1:15 p.m.

City Hall

Page 1 of 1

Bidder and Address	Bid Security	Total Bid	Comments
PUSH, Inc. 1100 Lindy Street Rice Lake, WI 54868	10% Bid Bond	\$744,557.75	
Castrejon, Inc. 9201 Isanti Street N Blaine, MN 55449	10% Bid Bond	\$760,170.00	
Dakota Directional LLC 206 E 13th Avenue Redfield, SD 57469	10% Bid Bond	\$909,930.80	
MinnComm Utility Construction Co. 1949 Shady Acres Lane Mora, MN 55051	10% Bid Bond	\$1,014,154.28	
TE Underground LLC 293 W Tyler Street Tyler, MN 56178	10% Bid Bond	\$1,031,660.00	
MP Technologies, LLC 9938 State Highway 55 NW Annandale, MN 55302	10% Bid Bond	\$1,309,346.00	

Corrected Bid Amount Shown Shaded

BID TABULATION

2025 Distribution Improvements

City of Redwood Falls/Public Utilities
 Redwood Falls, Minnesota
 DGR Project No. 421127
 Bid Letting: January 14, 2025 - 1:15 p.m.



Unit No.	Name and Description of Construction Unit	Units	PUSH, Inc.				Castrejon, Inc.			
			Rice Lake, WI		Bid Security: 10% Bid Bond		Blaine, MN		Bid Security: 10% Bid Bond	
			Labor	Material	L & M	Ext. Price L & M	Labor	Material	L & M	Ext. Price L & M
UD-1/0	Primary cable, 15 kV, 1/0 Str. Al. (Mft.)	13.760	\$1,550.00	\$0.00	\$1,550.00	\$21,328.00	\$2,000.00	\$2,000.00	\$27,520.00	
UD-750	Primary cable, 15 kV, 750 MCM Str. Al. (Mft.)	14.640	2,100.00	0.00	2,100.00	30,744.00	2,000.00	2,000.00	29,280.00	
UD-4/0 TPLX	Secondary cable, 600 V, 2-#4/0, 1-#2/0 Str. Al. (Mft.)	18.560	1,250.00	0.00	1,250.00	23,200.00	2,000.00	2,000.00	37,120.00	
UD-350 TPLX	Secondary cable, 600 V, 2-#350, 1-#4/0 Str. Al. (Mft.)	1.740	1,250.00	0.00	1,250.00	2,175.00	2,000.00	2,000.00	3,480.00	
UD-4/0 QPLX	Secondary cable, 600 V, 3-#4/0, 1-#2/0 Str. Al. (Mft.)	0.130	1,250.00	0.00	1,250.00	162.50	2,000.00	2,000.00	260.00	
UG-BP	1Ø transformer box pad (ea.)	44	255.00	98.87	353.87	15,570.28	650.00	650.00	28,600.00	
UPS-BP	Padmount switch box pad (ea.)	2	1,195.00	98.87	1,293.87	2,587.74	500.00	500.00	1,000.00	
UM3-30GS	1Ø sectionalizing enclosure ground sleeve (ea.)	2	195.00	98.87	293.87	587.74	500.00	500.00	1,000.00	
UM33-66GS	3Ø sectionalizing enclosure ground sleeve (ea.)	1	350.00	115.64	465.64	465.64	1,000.00	1,000.00	1,000.00	
UK5-F	1Ø secondary junction box-flush mount (ea.)	51	215.00	98.87	313.87	16,007.37	350.00	350.00	17,850.00	
UM33-PB ()	Pull box, 36"W x 60"L x 36"H (ea.)	2	985.00	115.64	1,100.64	2,201.28	1,200.00	1,200.00	2,400.00	
UR3-(42)	Trenching-special backfill, 42" Deep (Mft.)	0.050	2,250.00	15,000.00	17,250.00	862.50	70,000.00	70,000.00	3,500.00	
UR3R-(42)	Trenching-rock, shale or limestone, 42" deep (Mft.)	0.050	35,000.00	15,000.00	50,000.00	2,500.00	85,000.00	85,000.00	4,250.00	
UR4-(1)1.25P	Conduit added to bore, (1)1.25" (Mft.)	1.030	2,200.00	570.00	2,770.00	2,853.10	4,000.00	4,000.00	4,120.00	
UR4-(1)2P	Conduit added to bore, (1)2" (Mft.)	6.300	2,200.00	1,070.00	3,270.00	20,601.00	4,000.00	4,000.00	25,200.00	
UR4-(1)3P	Conduit added to bore, (1)3" (Mft.)	1.210	2,800.00	2,450.00	5,250.00	6,352.50	5,000.00	5,000.00	6,050.00	
UR5-(1)1.25P	Bore with conduit, (1)1.25" (Mft.)	2.290	12,950.00	570.00	13,520.00	30,960.80	12,000.00	12,000.00	27,480.00	
UR5-(1)2P	Bore with conduit, (1)2" (Mft.)	18.120	12,950.00	1,070.00	14,020.00	254,042.40	12,000.00	12,000.00	217,440.00	
UR5-(2)2P	Bore with conduit, (2)2" (Mft.)	0.590	13,500.00	2,150.00	15,650.00	9,233.50	16,000.00	16,000.00	9,440.00	
UR5-(3)2P	Bore with conduit, (3)2" (Mft.)	0.430	14,000.00	3,170.00	17,170.00	7,383.10	23,000.00	23,000.00	9,890.00	
UR5-(1)3P	Bore with conduit, (1)3" (Mft.)	0.270	13,500.00	2,450.00	15,950.00	4,306.50	12,000.00	12,000.00	3,240.00	
UR5-(3)3P	Bore with conduit, (3)3" (Mft.)	0.930	17,800.00	7,350.00	25,150.00	23,389.50	28,000.00	28,000.00	26,040.00	
UR5-(1)2P, (3)3P	Bore with conduit, (1)2", (3)3" (Mft.)	3.560	18,250.00	8,420.00	26,670.00	94,945.20	32,000.00	32,000.00	113,920.00	
UR5-(2)2P, (3)3P	Bore with conduit, (2)2", (3)3" (Mft.)	0.570	25,950.00	9,500.00	35,450.00	20,206.50	36,000.00	36,000.00	20,520.00	
UR8-6	Core drill, 6" diameter (ea.)	17	150.00	0.00	150.00	2,550.00	150.00	150.00	2,550.00	
UR9-S	Shallow crossing (Mft.)	0.050	95,000.00	0.00	95,000.00	4,750.00	100,000.00	100,000.00	5,000.00	
UR-LDS	Lawn damage seeding (Mft.)	1.340	3,300.00	540.00	3,840.00	5,145.60	3,000.00	3,000.00	4,020.00	
ASP-REM	Asphalt pavement removal (sq. yd.)	300.0	245.00	0.00	245.00	73,500.00	75.00	75.00	22,500.00	
ASP-REP	Asphalt replacement (ton)	80.0	430.00	107.96	537.96	43,036.80	320.00	320.00	25,600.00	
PCC-REM	Concrete pavement removal (sq. yd.)	40.0	245.00	0.00	245.00	9,800.00	145.00	145.00	5,800.00	
PCC-REP	Portland cement concrete replacement (cu. yd.)	10.0	345.00	215.92	560.92	5,609.20	410.00	410.00	4,100.00	
MOB	Mobilization (as req'd)	1	7,500.00		7,500.00	7,500.00	70,000.00	70,000.00	70,000.00	
TOTAL - CONSTRUCTION BID			TOTAL BID: \$744,557.75				TOTAL BID: \$760,170.00			

Corrected Bid Amount Shown Shaded

BID TABULATION

2025 Distribution Improvements

City of Redwood Falls/Public Utilities
 Redwood Falls, Minnesota
 DGR Project No. 421127
 Bid Letting: January 14, 2025 - 1:15 p.m.



Unit No.	Name and Description of Construction Unit	Units	Dakota Directional LLC				MinnComm Utility Construction Co.			
			Redfield, SD		Bid Security: 10% Bid Bond		Mora, MN		Bid Security: 10% Bid Bond	
			Labor	Material	L & M	Ext. Price L & M	Labor	Material	L & M	Ext. Price L & M
UD-1/0	Primary cable, 15 kV, 1/0 Str. Al. (Mft.)	13.760	\$2,000.00	\$100.00	\$2,100.00	\$28,896.00	\$3,000.00	\$36.00	\$3,036.00	\$41,775.36
UD-750	Primary cable, 15 kV, 750 MCM Str. Al. (Mft.)	14.640	4,000.00	100.00	4,100.00	60,024.00	3,000.00	36.00	3,036.00	44,447.04
UD-4/0 TPLX	Secondary cable, 600 V, 2-#4/0, 1-#2/0 Str. Al. (Mft.)	18.560	2,000.00	100.00	2,100.00	38,976.00	3,000.00	36.00	3,036.00	56,348.16
UD-350 TPLX	Secondary cable, 600 V, 2-#350, 1-#4/0 Str. Al. (Mft.)	1.740	2,500.00	100.00	2,600.00	4,524.00	3,000.00	36.00	3,036.00	5,282.64
UD-4/0 QPLX	Secondary cable, 600 V, 3-#4/0, 1-#2/0 Str. Al. (Mft.)	0.130	2,500.00	100.00	2,600.00	338.00	3,000.00	36.00	3,036.00	394.68
UG-BP	1Ø transformer box pad (ea.)	44	750.00	50.00	800.00	35,200.00	500.00	28.00	528.00	23,232.00
UPS-BP	Padmount switch box pad (ea.)	2	1,500.00	100.00	1,600.00	3,200.00	500.00	28.00	528.00	1,056.00
UM3-30GS	1Ø sectionalizing enclosure ground sleeve (ea.)	2	750.00	50.00	800.00	1,600.00	500.00	28.00	528.00	1,056.00
UM33-66GS	3Ø sectionalizing enclosure ground sleeve (ea.)	1	1,000.00	75.00	1,075.00	1,075.00	500.00	28.00	528.00	528.00
UK5-F	1Ø secondary junction box-flush mount (ea.)	51	500.00	0.00	500.00	25,500.00	500.00	28.00	528.00	26,928.00
UM33-PB ()	Pull box, 36"W x 60"L x 36"H (ea.)	2	1,500.00	75.00	1,575.00	3,150.00	650.00	28.00	678.00	1,356.00
UR3-(42)	Trenching-special backfill, 42" Deep (Mft.)	0.050	20,000.00	0.00	20,000.00	1,000.00	18,000.00	5,710.00	23,710.00	1,185.50
UR3R-(42)	Trenching-rock, shale or limestone, 42" deep (Mft.)	0.050	30,000.00	0.00	30,000.00	1,500.00	48,000.00	5,710.00	53,710.00	2,685.50
UR4-(1)1.25P	Conduit added to bore, (1)1.25" (Mft.)	1.030	3,000.00	390.00	3,390.00	3,491.70	700.00	280.00	980.00	1,009.40
UR4-(1)2P	Conduit added to bore, (1)2" (Mft.)	6.300	5,000.00	620.00	5,620.00	35,406.00	1,000.00	540.00	1,540.00	9,702.00
UR4-(1)3P	Conduit added to bore, (1)3" (Mft.)	1.210	8,000.00	1,420.00	9,420.00	11,398.20	1,500.00	1,270.00	2,770.00	3,351.70
UR5-(1)1.25P	Bore with conduit, (1)1.25" (Mft.)	2.290	10,000.00	390.00	10,390.00	23,793.10	14,000.00	280.00	14,280.00	32,701.20
UR5-(1)2P	Bore with conduit, (1)2" (Mft.)	18.120	12,000.00	620.00	12,620.00	228,674.40	23,000.00	540.00	23,540.00	426,544.80
UR5-(2)2P	Bore with conduit, (2)2" (Mft.)	0.590	14,000.00	1,240.00	15,240.00	8,991.60	24,000.00	1,080.00	25,080.00	14,797.20
UR5-(3)2P	Bore with conduit, (3)2" (Mft.)	0.430	20,000.00	1,860.00	21,860.00	9,399.80	25,000.00	1,620.00	26,620.00	11,446.60
UR5-(1)3P	Bore with conduit, (1)3" (Mft.)	0.270	15,000.00	1,420.00	16,420.00	4,433.40	25,000.00	1,270.00	26,270.00	7,092.90
UR5-(3)3P	Bore with conduit, (3)3" (Mft.)	0.930	24,000.00	4,260.00	28,260.00	26,281.80	28,000.00	3,810.00	31,810.00	29,583.30
UR5-(1)2P, (3)3P	Bore with conduit, (1)2", (3)3" (Mft.)	3.560	26,000.00	4,880.00	30,880.00	109,932.80	31,000.00	4,350.00	35,350.00	125,846.00
UR5-(2)2P, (3)3P	Bore with conduit, (2)2", (3)3" (Mft.)	0.570	28,000.00	5,500.00	33,500.00	19,095.00	33,000.00	4,890.00	37,890.00	21,597.30
UR8-6	Core drill, 6" diameter (ea.)	17	1,000.00	50.00	1,050.00	17,850.00	375.00	17.00	392.00	6,664.00
UR9-S	Shallow crossing (Mft.)	0.050	30,000.00	0.00	30,000.00	1,500.00	18,000.00	5,260.00	23,260.00	1,163.00
UR-LDS	Lawn damage seeding (Mft.)	1.340	5,000.00	0.00	5,000.00	6,700.00	2,000.00	1,000.00	3,000.00	4,020.00
ASP-REM	Asphalt pavement removal (sq. yd.)	300.0	100.00	0.00	100.00	30,000.00	100.00	0.00	100.00	30,000.00
ASP-REP	Asphalt replacement (ton)	80.0	600.00	0.00	600.00	48,000.00	200.00	232.00	432.00	34,560.00
PCC-REM	Concrete pavement removal (sq. yd.)	40.0	350.00	0.00	350.00	14,000.00	120.00	0.00	120.00	4,800.00
PCC-REP	Portland cement concrete replacement (cu. yd.)	10.0	600.00	0.00	600.00	6,000.00	200.00	250.00	450.00	4,500.00
MOB	Mobilization (as req'd)	1	100,000.00	0.00	100,000.00	100,000.00	38,500.00	0.00	38,500.00	38,500.00
TOTAL - CONSTRUCTION BID			TOTAL BID: \$909,930.80				TOTAL BID: \$1,014,154.28			

Corrected Bid Amount Shown Shaded

BID TABULATION

2025 Distribution Improvements

City of Redwood Falls/Public Utilities

Redwood Falls, Minnesota

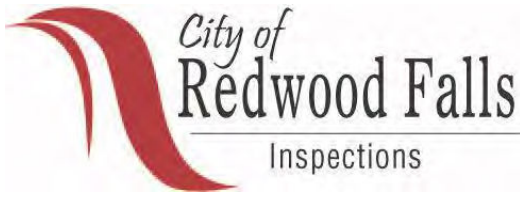
DGR Project No. 421127

Bid Letting: January 14, 2025 - 1:15 p.m.



Unit No.	Name and Description of Construction Unit	Units	TE Underground LLC				MP Technologies, LLC			
			Tyler, MN		Bid Security: 10% Bid Bond		Annandale, MN		Bid Security: 10% Bid Bond	
			Labor	Material	L & M	Ext. Price L & M	Labor	Material	L & M	Ext. Price L & M
UD-1/0	Primary cable, 15 kV, 1/0 Str. Al. (Mft.)	13.760	\$5,000.00		\$5,000.00	\$68,800.00	\$3,077.00	\$127.00	\$3,204.00	\$44,087.04
UD-750	Primary cable, 15 kV, 750 MCM Str. Al. (Mft.)	14.640	6,800.00		6,800.00	99,552.00	3,297.00	119.00	3,416.00	50,010.24
UD-4/0 TPLX	Secondary cable, 600 V, 2-#4/0, 1-#2/0 Str. Al. (Mft.)	18.560	3,850.00		3,850.00	71,456.00	1,939.00	94.00	2,033.00	37,732.48
UD-350 TPLX	Secondary cable, 600 V, 2-#350, 1-#4/0 Str. Al. (Mft.)	1.740	4,800.00		4,800.00	8,352.00	3,297.00	301.00	3,598.00	6,260.52
UD-4/0 QPLX	Secondary cable, 600 V, 3-#4/0, 1-#2/0 Str. Al. (Mft.)	0.130	6,100.00		6,100.00	793.00	3,239.00	805.00	4,044.00	525.72
UG-BP	1Ø transformer box pad (ea.)	44	550.00		550.00	24,200.00	1,464.00	209.00	1,673.00	73,612.00
UPS-BP	Padmount switch box pad (ea.)	2	800.00		800.00	1,600.00	1,952.00	209.00	2,161.00	4,322.00
UM3-30GS	1Ø sectionalizing enclosure ground sleeve (ea.)	2	500.00		500.00	1,000.00	1,965.00	140.00	2,105.00	4,210.00
UM33-66GS	3Ø sectionalizing enclosure ground sleeve (ea.)	1	700.00		700.00	700.00	2,928.00	140.00	3,068.00	3,068.00
UK5-F	1Ø secondary junction box-flush mount (ea.)	51	600.00		600.00	30,600.00	1,464.00	140.00	1,604.00	81,804.00
UM33-PB ()	Pull box, 36"W x 60"L x 36"H (ea.)	2	2,000.00		2,000.00	4,000.00	1,464.00	174.00	1,638.00	3,276.00
UR3-(42)	Trenching-special backfill, 42" Deep (Mft.)	0.050	5,000.00	3,000.00	8,000.00	400.00	22,041.00	1,396.00	23,437.00	1,171.85
UR3R-(42)	Trenching-rock, shale or limestone, 42" deep (Mft.)	0.050	30,000.00		30,000.00	1,500.00	39,851.00	1,396.00	41,247.00	2,062.35
UR4-(1)1.25P	Conduit added to bore, (1)1.25" (Mft.)	1.030	9,000.00	1,250.00	10,250.00	10,557.50	1,822.00	400.00	2,222.00	2,288.66
UR4-(1)2P	Conduit added to bore, (1)2" (Mft.)	6.300	9,000.00	1,500.00	10,500.00	66,150.00	1,914.00	1,039.00	2,953.00	18,603.90
UR4-(1)3P	Conduit added to bore, (1)3" (Mft.)	1.210	12,000.00	3,100.00	15,100.00	18,271.00	2,028.00	1,900.00	3,928.00	4,752.88
UR5-(1)1.25P	Bore with conduit, (1)1.25" (Mft.)	2.290	13,000.00	1,250.00	14,250.00	32,632.50	22,550.00	780.00	23,330.00	53,425.70
UR5-(1)2P	Bore with conduit, (1)2" (Mft.)	18.120	14,500.00	1,500.00	16,000.00	289,920.00	20,850.00	1,340.00	22,190.00	402,082.80
UR5-(2)2P	Bore with conduit, (2)2" (Mft.)	0.590	18,000.00	3,000.00	21,000.00	12,390.00	25,697.00	2,140.00	27,837.00	16,423.83
UR5-(3)2P	Bore with conduit, (3)2" (Mft.)	0.430	22,000.00	4,500.00	26,500.00	11,395.00	28,741.00	3,210.00	31,951.00	13,738.93
UR5-(1)3P	Bore with conduit, (1)3" (Mft.)	0.270	16,000.00	3,100.00	19,100.00	5,157.00	23,972.00	1,930.00	25,902.00	6,993.54
UR5-(3)3P	Bore with conduit, (3)3" (Mft.)	0.930	25,000.00	9,300.00	34,300.00	31,899.00	29,975.00	5,790.00	35,765.00	33,261.45
UR5-(1)2P, (3)3P	Bore with conduit, (1)2", (3)3" (Mft.)	3.560	27,000.00	12,000.00	39,000.00	138,840.00	30,055.00	6,860.00	36,915.00	131,417.40
UR5-(2)2P, (3)3P	Bore with conduit, (2)2", (3)3" (Mft.)	0.570	29,250.00	12,250.00	41,500.00	23,655.00	41,307.00	7,930.00	49,237.00	28,065.09
UR8-6	Core drill, 6" diameter (ea.)	17	400.00	100.00	500.00	8,500.00	573.00	0.00	573.00	9,741.00
UR9-S	Shallow crossing (Mft.)	0.050	10,000.00	10,000.00	20,000.00	1,000.00	43,750.00	0.00	43,750.00	2,187.50
UR-LDS	Lawn damage seeding (Mft.)	1.340	4,500.00	2,500.00	7,000.00	9,380.00	1,945.00	1,000.00	2,945.00	3,946.30
ASP-REM	Asphalt pavement removal (sq. yd.)	300.0	25.00		25.00	7,500.00	215.00	150.00	365.00	109,500.00
ASP-REP	Asphalt replacement (ton)	80.0	175.00	225.00	400.00	32,000.00	930.00	100.00	1,030.00	82,400.00
PCC-REM	Concrete pavement removal (sq. yd.)	40.0	7.00	17.00	24.00	960.00	429.00	100.00	529.00	21,160.00
PCC-REP	Portland cement concrete replacement (cu. yd.)	10.0	150.00	200.00	350.00	3,500.00	1,073.00	100.00	1,173.00	11,730.00
MOB	Mobilization (as req'd)	1	15,000.00		15,000.00	15,000.00	45,484.82	0.00	45,484.82	45,484.82
TOTAL - CONSTRUCTION BID			TOTAL BID: \$1,031,660.00				TOTAL BID: \$1,309,346.00			

Corrected Bid Amount Shown Shaded



Randy Thole
Zoning Administrator
Phone: 507-616-7400
Fax: 507-637-2417
rthole@ci.redwood-falls.mn.us

AGENDA RECOMMENDATION

To: City Council

Meeting Date: January 21, 2025

Agenda Item: Variance Request at 110 Oakwood Dr., Parcel #88-257-0080.

Recommendation/Action Requested: Planning Commission recommends approval of this request.

Summary/Overview: The City received a request for a variance from Calvin Paskewitz to reduce the side yard setback at his property from 30' to 10' along the northern property line to construct an addition on the current attached garage. The parcel is zoned R-R which has a minimum 30' side yard setback. Other residential zoning districts in the City such as R-1 and R-2 have a minimum side yard setback of 8'.

Mr. Paskewitz stated in his request that the current garage is not large enough to accommodate vehicles, lawn mowers, and yard equipment, resulting in parking challenges and disorganized outdoor storage. The increased storage space will enhance the neighborhood by eliminating outdoor clutter.

Mr. Paskewitz explored the option of purchasing additional land from the neighboring property but due to the placement of the neighbor's septic system mound in the southeast corner of the lot, the neighbor is not able to sell additional land. There is also a large drainage and utility easement to the south, restricting the placement of an additional garage to the south.

At the Planning Commission hearing on Wednesday, January 15th, Mr. Paskewitz's neighbor along the north property line was present, Charles Bode at 120 Oakwood Drive. Mr. Bode spoke in favor of the variance request.

Planning Commission reviewed the request and determined the variance to reduce the side yard setback to construct an addition on the garage meets the required findings as stated in Article 9, Chapter 3.48 of the Unified Development Ordinance. The variance is putting the property to use in a reasonable manner. The circumstances regarding the south property line easement and neighboring property's septic system mound results in a hardship that was not created by the applicant. Planning Commission also felt that the building design is consistent with the neighborhood and would not alter the essential character of the neighborhood.

Planning Commission recommends approval of the variance request.

Description of Request:

We are seeking permission to expand our attached garage on our property at 110 Oakwood Drive. We would like to build closer to the lot line, at a distance of 10 feet, rather than the standard requirement of 30 feet. Due to a drainage and utilities easement on the south side of our lot we are restricted in regards to the placement of the garage, and the neighbors septic mound system limits how much property we could buy to the north. This leaves us little option other than building closer to the north lot line.

Our current garage is insufficient for accommodating our vehicles, lawn mowers, and yard equipment, resulting in parking challenges and disorganized outdoor storage.

The proposed larger garage will significantly enhance our home's functionality and improve the overall aesthetics of the neighborhood by allowing us to eliminate clutter and maintain a more orderly appearance. By building closer to the lot line, we can optimize our space without disrupting the existing layout of our yard.

We anticipate that the impact on neighboring properties will be negligible, as our garage will be well-screened by mature trees and the neighbor's septic mound system. We appreciate your consideration of this request and welcome any questions or further discussion regarding our proposal.

VARIANCE SUBMITTALS

333 S. Washington Street · PO Box 526 · Redwood Falls, MN 56283
Office: 507-616-7400 · Fax: 507-637-2417

The following items must be submitted for a conditional use permit application to be considered complete. All plans and written information submitted are public information that may be used in written reports and distributed to the public.

REQUIRED SUBMITTALS

- Land Use Application.** A completed building permit application must be submitted.
- Application Fee.** The required application fees must be submitted.
- Legal Description.** A full legal description, as documented on property deed or certificate of title must be submitted. Legal Descriptions can be obtained from the Redwood County Recorder Office
- Practical Difficulties Survey.** The attached Practical Difficulties Survey must be completed.
- Building Rendering.** Building or structure renderings must be submitted and must depict all elevations of the proposed construction and specify building materials.
- Survey (as required).** In some cases, a Certificate of Survey prepared by a Registered Land Surveyor may be required be submitted. The survey must include: lot dimensions, all platted and recorded easements, natural features (lakes, creeks, floodplain, or wetlands), all existing and proposed structures with dimensions to show size and location, structure setbacks from all property lines, existing and proposed driveways and utility lines, existing two-foot contours, grade elevations at lot and building corners, and lowest floor elevations.
- Site Plan.** In those cases when a registered survey is not required, a site plan is required. The site plan must be drawn with a straight edge and to a standard scale or dimensioned. The site plan must include the following information:
 - North arrow
 - All property lines with dimensions
 - Streets labeled
 - Location of curb, curb cuts and any proposed driveways.
 - All known easements
 - Existing and proposed structures with setbacks from all property lines
 - Natural features (lakes, creeks, floodplain, or wetlands)
- Other Items as Required.** City staff may require that additional items be submitted for full review of a variance application.

Practical Difficulties Survey

Pursuant to Minnesota Statutes § 462.357, subd. 6 and Redwood Falls City Ordinance, variances may be granted from the standards of the City Zoning Ordinance only if;

1. The proposed variance is in harmony with the general purpose and intent of the zoning ordinance
2. The proposed variance is consistent with the comprehensive plan
3. Any applicant establishes that there are practical difficulties in complying with the ordinance standard from which they are requesting a variance. To establish a practical difficulty, the applicant must demonstrate all of the following;
 - The proposed use is reasonable
 - The need for the variance is caused by circumstances unique to the property, not created by the property owner, and not based on economic considerations
 - The proposed use would not alter the essential character of the surrounding area

In your own words, describe the practical difficulty that requires this variance.

Main structure is positioned in such a way that we cannot extend our garage without building closer to the lot line.

In your opinion, does the proposal put the property to use in a reasonable manner?

Yes.

In your opinion, are there circumstances unique to the property?

The position of existing structure.
The layout of the neighboring property will not be adversely affected by this proposed variance.

In your opinion, would this variance alter the essential character of the neighborhood?

Not in any negative way. Rather it would improve the appearance by reducing outside clutter.

In your opinion, is the practical difficulty on the property created by the property owner?

No, more it is just the result of the current structures position.

In your opinion, do economic considerations alone create the practical difficulty?

No, more about reducing outside clutter and parking.



Legend

- City Limits
- Parcels (03/18/2024)
- Road ROW
- Lot Lines
- 2023 Aerial Photo
- Red: Band_1
- Green: Band_2
- Blue: Band_3

110 Oakwood Dr.



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Redwood Falls is not responsible for any inaccuracies herein contained.

0 132 Feet

Legend

- City Limits
- Parcels (03/18/2024)
- Road ROW
- Lot Lines
- 2023 Aerial Photo
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Proposed Setback 10'



110 Oakwood Dr



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Redwood Falls is not responsible for any inaccuracies herein contained.

0 33 Feet

Current



Future



Meeting Date: January 21, 2025

AGENDA RECOMMENDATION

Agenda Item: 2024 Archery Deer Hunt Report.

Recommendation/Action Requested: Paul Parsons will be presenting the final 2024 Archery Deer Hunt Report. Staff is recommending a committee meeting be scheduled to review and determine future hunts.

Summary/Overview: Enclosed for Council review is the final 2024 Archery Deer Hunt Report. Paul Parsons, the contracted Deer Hunt Coordinator, will be presenting the final report.

Brief Synopsis: A total of 17 deer were harvested (42.5%) with 181 deer being spotted, which is 101 less than the previous year. Last year, hunters spent a total of 409.5 hours on stand. This year, hunters spent a total of 427.32 hours on stand.

This year parameters were as follows: 20 Hunters-Double Earn a Buck, with maximum bag limit of 40. The season coincided with the full MNDNR archery season of September 14-December 31.

Staff is recommending the deer hunt committee reconvene to further review the results of the hunt, what was learned and what to change and determine if future hunts are warranted. The recommendation also includes using the same committee members from last year for consistency. The members are as follows: Keith Muetzel, City Administrator; Jim Sandgren, Council Member; Hunt Coordinator; Jim Doering, Public Works Project Coordinator; Dr. Steve Medrud, adjacent landowner; Jerry Ludwig, 2024-hunt participant; Jon Buckley future participant, and Chief of Police Jason Cotner.

The DNR application to conduct a 2025 Archery Deer Hunt is due at the end of March. Results of the committee meeting along with a 2025 recommendation will be presented to the Council in February prior to submission.

With the end of the 2024 Season, Paul Parsons will be stepping away as "Hunt Coordinator" which he served as from 2015 through 2024. Let's offer him thanks for building the program and wish him well. Upon Committee recommendation and Council approval an advertisement to fill this role will be necessary for the 2025 season.

Attachments: 2024 Archery Deer Hunt Report

City of Redwood Falls 2024 Archery Deer Hunt Final Report

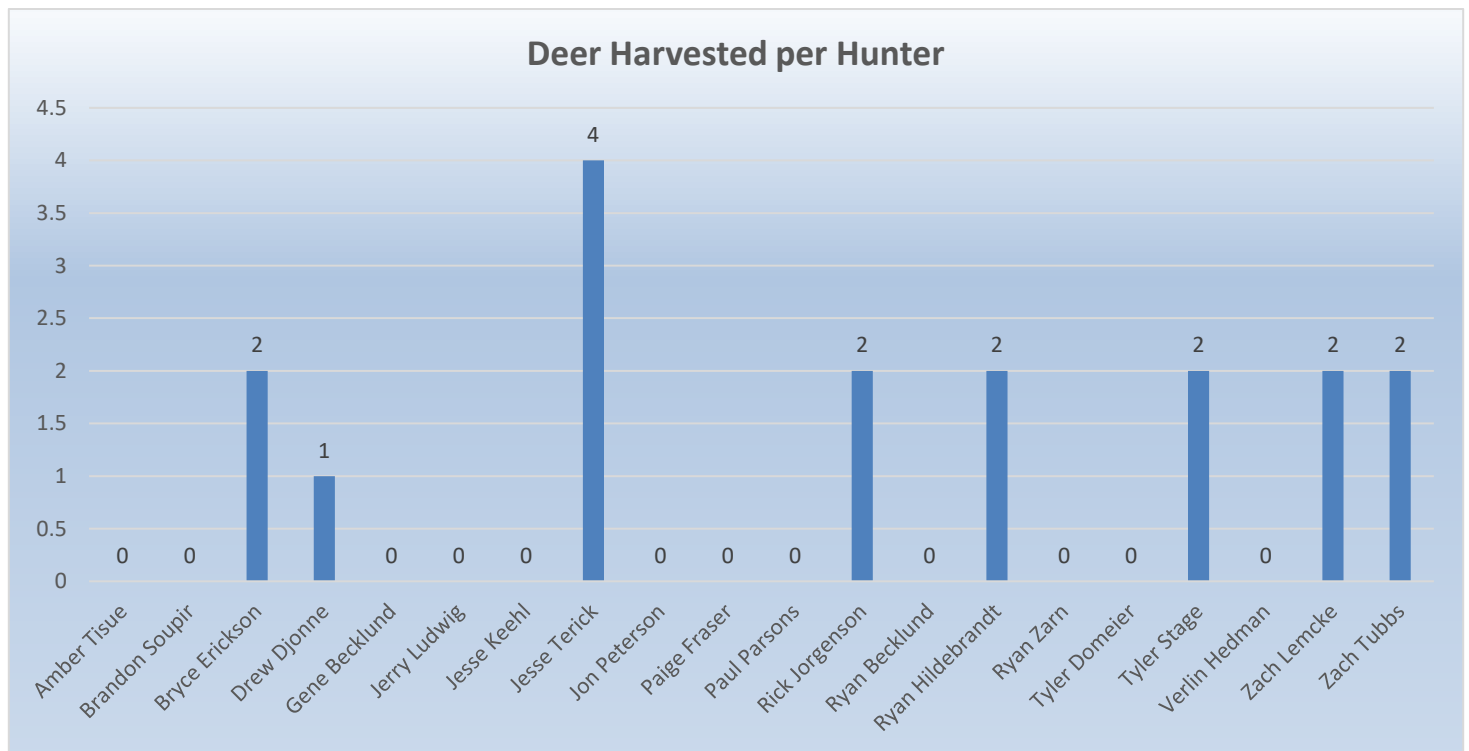
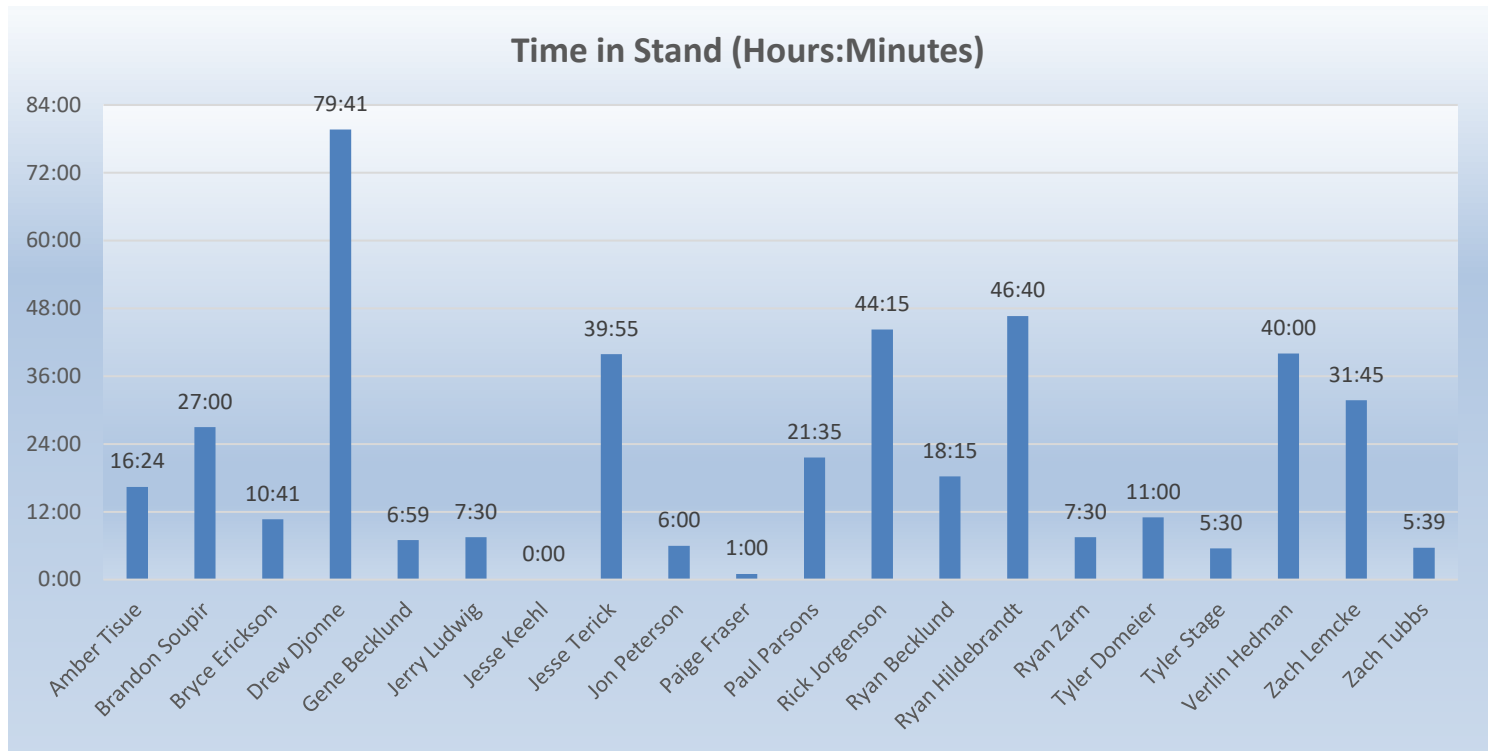
City of Redwood Falls had its tenth City archery hunt this year. The City's website was the target place for hunters to download and fill out the application along with a \$20 fee. A total of 23 applications were accepted, and that number was same as last year. Friday August 16th, Saturday August 17th and Sunday August 18th were the dates for potential hunters to show up at the Redwood Sportsman's Club to take a proficiency test. This year was the same as it has been in the past couple years, as the applicants had to shoot five arrows at a Glendale Buck (3D target) in the heart and lung vitals at 20 yards in order for their name to be put in for a blind draw. We also offered a second chance, if applicant was not successful the first time they could pay an additional \$20 to try again. There were no applicants that did the second chance this year. Out of the 23 applicants all had passed the proficiency test. Successful applicants then were to be entered into a blind draw for stand locations and the ability to hunt. I went to the Redwood Falls Police Department and had Abby Larsen assist with the random draw for the 20 random hunters, and the hunters will be assigned a random draw stand location. As previous years, successful drawn hunters were then to pay a \$40 hunt fee to the City of Redwood Falls

Stand showings to the successful qualifying hunters took a few evenings throughout the weeks leading to the start of the season due to schedules of the hunters and I needed to complete this task a week earlier, as I was going to CO for an archery elk hunt and returning on MN archery opener weekend. This was to familiarize the hunters with their stand location and bordering land boundaries. Most of the Hunters have done this several years, so I just had to tell them their stand number and they were already familiar with the location of their stand. That made the stand showings much easier. Hunters were also provided information on web sites that can show them boundaries and land owner information in case there was a wounded deer that went onto private property. Hunters at this point were able to put up their stand, but were informed to leave them at their own risk. Hunters at this time were handed an orange permit that they need to have in their vehicle while hunting and a sheet with rules for this hunt.

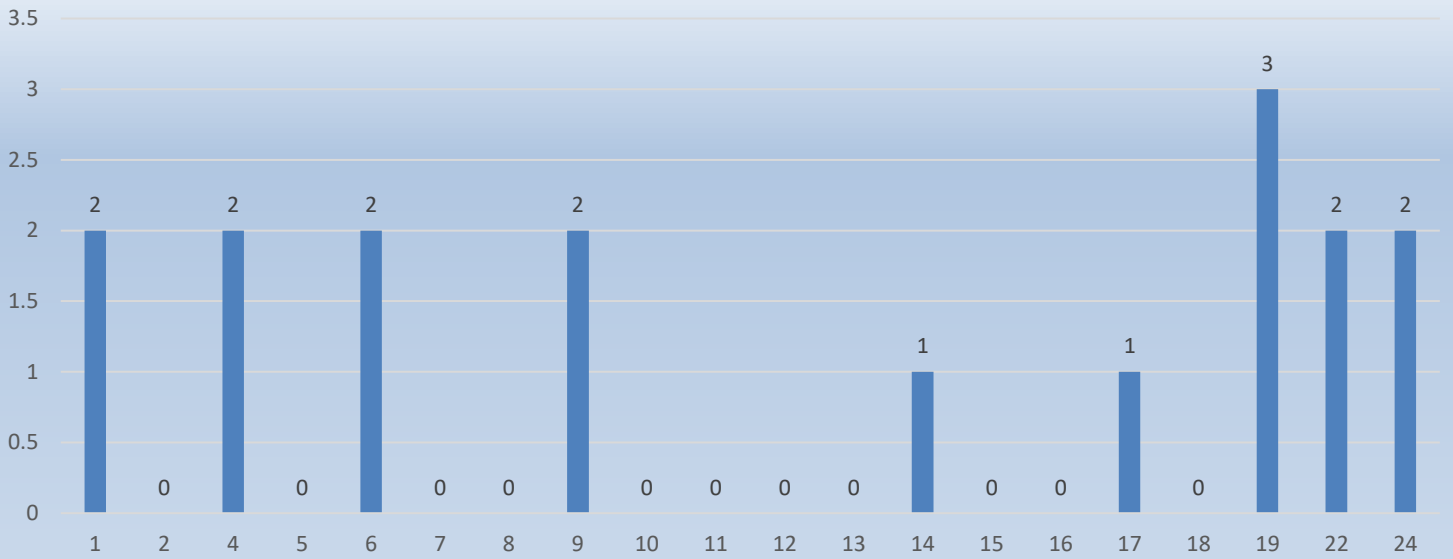
Maps, hunter assignment, and hunter phone numbers were all documented and were made available to the City of Redwood Falls PD in case of emergency or, if any issues were arise. The hunters were to sign in at the sign in sheet located in the front lobby of the Law Enforcement Center before each hunt and sign out after the hunt, in addition, the hunters were asked to document deer seen, deer harvested and a space was left for each hunter to enter their comments for the hunt (see below). The main reason for the sign in/out sheet was to make sure that each hunter returned from their hunt safely and if a hunter did not sign out RF PD would check who did not sign out, look at their map in squad room, call the hunter, call myself, or go to their stand location to check on the hunter's safety. Hunters were required to purchase their MN DNR State Archery tag and a MN DNR Bonus Archery tag at half price. They had the option to purchase two Bonus tags separately or together. Each hunter had to "double earn a buck" in order to harvest a buck. This meant that they were required to harvest two does first with their Bonus tags, and then had the option to either use their State tag on a buck, or antlerless deer. Again, the bonus permits were for antlerless deer only. Several hunters had bucks under their stand on multiple occasions, and not able to harvest those due to their double earn a buck. This has happened several years now. One nice 8 point buck was harvested this year.

Overall the hunt went real well. The hunters' harvested 17 deer total which was down from last year's 22 deer harvested. We were still capped at 40 deer to be harvested as per the MN DNR. A total of 427 hours and 19 minutes were spent by hunters in pursuit of harvesting a deer. This was up 18 hours from last year.

During the hunt, hunters saw; 19 bucks, 97 does, and 65 fawns (yearlings) totaling 181 deer, which is 101 less deer seen than last year.



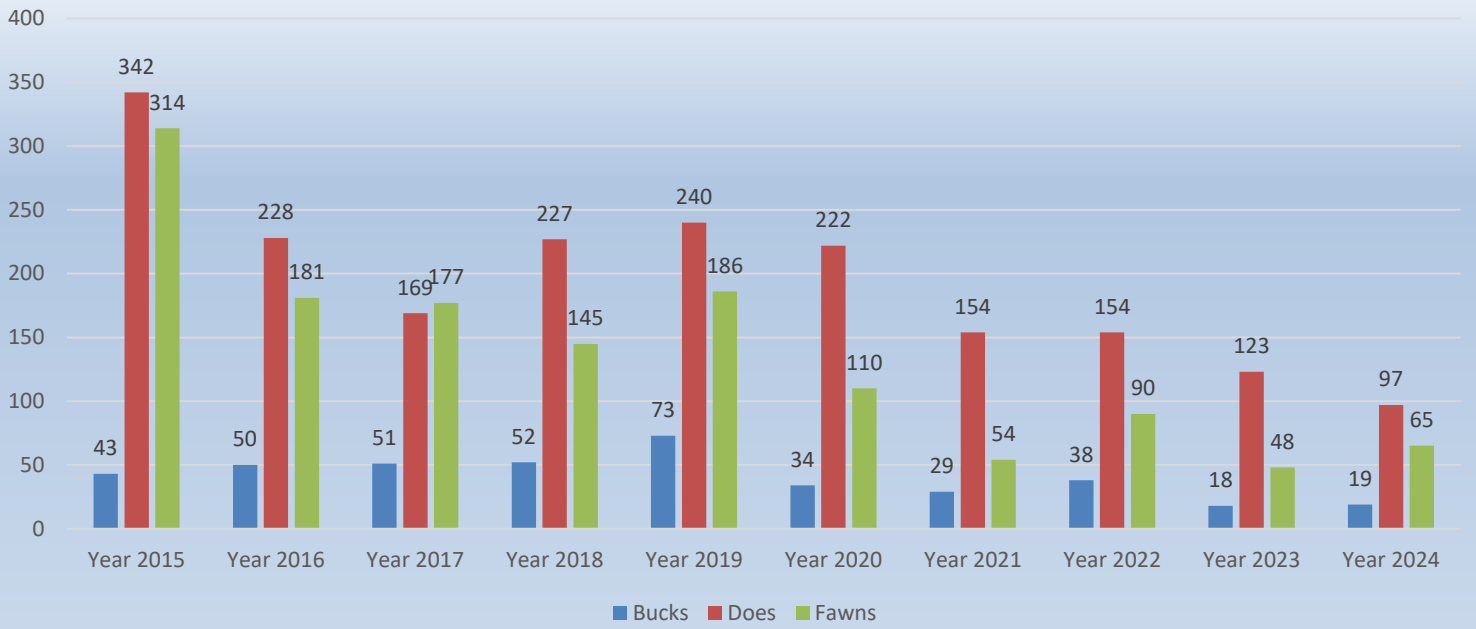
Deer Harvested by Stand



Deer Harvested per Year



Deer Seen Per Year



Applications Per Year



Notes left by hunters on the sign in/out sheet:

1 spike
2 fox
200+ yards away
3 coyotes at burnpile
495 yards away
BUCK!!!
cold
Doe Down
finally saw something far away
got one
got one
got one
got one
got one!
got one!!! Cold windy
guy on four wheeler back
guy with dog on 4x4
last minute prayer
Lots of people
no good shot
no good shot op
no shot
no sight at all
nothing windy
on private side of fence
one fox
ran out of time
Sorry forgot to sign in last time
stand in park 75 yards NE of 7
sxs drive by with 10 minutes left
too far
too far
too far
turkey and geese

Thank you for allowing me to be a part of the Redwood Falls City Deer Hunt. This year was off to a slow start, weather was way too nice, however, success rates were par. Unfortunately, as stated in the Deer Hunt Committee meeting, this will be my last year as the City of Redwood Falls Deer Hunt Coordinator. It has been a fast yet fun past ten years doing this hunt. I have met a bunch of awesome hunters/archers during this time and look forward to continuing the friendships. Ten years of documentation have been provided to City staff to pass along to the next Hunt Coordinator. I look forward to the next deer season to apply and to participate as a hunter. Thanks again and if questions come up, please reach out to me.

Paul Parsons

Meeting Date: January 21, 2025

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 9 of 2025

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

Summary/Overview: Resolution No. 9 of 2025 amends Resolution No. 85 of 2024 by adding the underlined “Whereas” citing the approved banking and investment source that underwrites the Capital Projects Fund where the Redwood Falls Library Expansion and Renovation Project costs will be expensed to.

Resolution No. 85 of 2024 was approved on December 17, 2024, and approved the draft (Redwood Falls Public Library Addition & Renovation Project) grant agreement of \$1,000,000.00 from the Minnesota Department of Education (MDE) on July 22, 2024, notice of award, and enabled the submission of the draft grant agreement for MDE review and fulfillment.

Upon review, the Minnesota Department of Management and Budget (MMB) is requiring the inclusion of the City’s approved bank and investment sources as the source of matching funds. Staff recommends approval of Resolution No. 9 of 2025 to fix this discrepancy.

Attachments:

- Resolution No. 9 of 2025
- Resolution No. 85 of 2024
- MDE letter of award, July 22, 2024
- December 3, 2024, Engan Associates cost estimate

RESOLUTION NO. 9 OF 2025

**A RESOLUTION REPEALING RESOLUTION NO. 85 OF 2024
AND APPROVING THE GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF EDUCATION
FOR THE REDWOOD FALLS PUBLIC LIBRARY
ADDITION & RENOVATION PROJECT**

WHEREAS, the City Council previously approved Resolution No. 85 of 2024 on December 17, 2024, addressing the same subject matter as this resolution; and

WHEREAS, Resolution No. 85 of 2024 was reviewed by Minnesota Department of Management and Budget and was determined to be lacking citation to the City's source of funds; and

WHEREAS, to remedy the discrepancy, Resolution No. 85 of 2024 is hereby repealed in its entirety; and

WHEREAS, the City of Redwood Falls hereby approves the working grant agreement with the Minnesota Department of Education, hereinafter (MDE), for the Redwood Falls Public Library Addition & Renovation Project, hereinafter (the "Project"); and

WHEREAS, the City of Redwood Falls owns by fee title all the parcels that pertain to the current library facility and expansion area needed for the completion of the Project; and

WHEREAS, the construction cost of the Project is anticipated to be \$3,909,000.00 as presented by the Project's Architectural and Engineering firm Engan Associates' cost estimate prior to soliciting and receiving confirmed bid amounts; and

WHEREAS, the City of Redwood Falls is accepting this grant agreement per the Letter of Award from MDE which was received July 22, 2024, with a library construction grant offer of \$1,000,000.00; and

WHEREAS, the City of Redwood Falls has the financial capability to provide any required matching funds and that the source of the City's matching funds shall be its Bremer Bank and UBS Investment Accounts; and

WHEREAS, the City of Redwood Falls demonstrates that funds are on hand for the remaining \$2,909,000.00 in Project costs through the generous donations of supporting foundations and private funding pledges to the Project, that have been committed by the "Redwood Area Library Foundation;" and

FURTHERMORE, that the City of Redwood Falls has the legal authority to apply for and receive the offered MDE grant; and

FURTHERMORE, that upon approval of this working grant agreement with MDE, the City of Redwood Falls may enter into a final agreement with the MDE for the above referenced Project, and that the City of Redwood Falls certifies that it will comply with all applicable laws and regulations as stated in all contract agreements described in the Capital Grants Manual.

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

1. The Mayor or City Administrator or their successors in office, are hereby authorized to execute such working grant agreements, final agreements, grant awards and subsequent contracts and amendments, and negotiate changes in the scope of thereto, as are necessary to implement the above project on behalf of the City of Redwood Falls.
2. The City Council hereby approves the attached working grant agreement with MDE for the Redwood Falls Library Addition and Renovation Project.
3. Resolution No. 85 of 2024 is hereby repealed in its entirety.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 21st day of January 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
21st day of January 2025.

Notary Public

RESOLUTION NO. 85 OF 2024

**RESOLUTION APPROVING GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF EDUCATION
FOR THE REDWOOD FALLS PUBLIC LIBRARY
ADDITION & RENOVATION PROJECT**

WHEREAS, The City of Redwood Falls is approving the working grant agreement with the Minnesota Department of Education, hereinafter (MDE), for the Redwood Falls Public Library Addition & Renovation Project, hereinafter (the "Project"); and

WHEREAS, the City of Redwood Falls owns by fee title all the parcels that pertain to the current library facility and expansion area needed for the completion of the Project; and

WHEREAS, the construction cost of the Project is anticipated to be \$3,909,000.00 as presented by the Project's Architectural and Engineering firm Engan Associates' cost estimate prior to soliciting and receiving confirmed bid amounts; and

WHEREAS, the City of Redwood Falls is accepting this grant agreement per the Letter of Award from MDE which was received July 22, 2024, with a library construction grant offer of \$1,000,000.00; and

WHEREAS, the City of Redwood Falls demonstrates that funds are on hand for the remaining \$2,909,000.00 in Project costs through the generous donations of supporting foundations and private funding pledges to the Project, that have been committed by the "Redwood Area Library Foundation;" and

FURTHERMORE, that the City of Redwood Falls has the legal authority to apply for and receive the offered MDE grant; and

FURTHERMORE, that upon approval of this working grant agreement with MDE, the City of Redwood Falls may enter into a final agreement with the MDE for the above referenced Project, and that the City of Redwood Falls certifies that it will comply with all applicable laws and regulations as stated in all contract agreements described in the Capital Grants Manual.

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

1. The Mayor or City Administrator or their successors in office, are hereby authorized to execute such working grant agreements, final agreements, grant awards and subsequent contracts and amendments, and negotiate changes in the scope of thereto, as are necessary to implement the above project on behalf of the City of Redwood Falls.
2. The City Council hereby approves the attached working grant agreement with MDE for the Redwood Falls Library Addition and Renovation Project.


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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 17th day of December 2024.

ATTEST:



Keith Muetzel
City Administrator



Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
17th day of December 2024.



Notary Public





July 22, 2024

VIA ELECTRONIC DELIVERY ONLY

Keith Muetzel, City Administrator
Redwood Falls Public Library
509 South Lincoln St
Redwood Falls, MN 56283

RE: FY25 Library Construction Grant: Improvement Application

Dear Keith Muetzel,

Congratulations! We have selected your application submitted in response to the Library Construction Improvement Grant for funding contingent upon clarifications and negotiations that will be necessary before executing the award. The grant offer is \$1,000,000.00.

Library Construction Grants are end grants, meaning that the funds are paid in one lump sum after the project is complete and you submit a final report documenting total project costs, the expenditures and sources of matching funding, and other program requirements described in the application and end grant agreement.

Staff will be contacting you directly to discuss next steps in completing the end grant agreement. If you have any questions related to the process, please contact Emma De Vera, State Library Programs Specialist, at emma.devera@state.mn.us or (651) 582-8702.

Deb Rose, Grants Specialist, will be assisting with preparation of the end grant documentation. Her contact information is debra.rose@state.mn.us or (651) 582-8853. The grants specialist will also be conducting a Pre-Award Risk Assessment, which will require a review of financial documentation and prior grant performance before the execution of the grant documentation. The grants specialist will contact you if she needs any information to conduct that assessment.

We look forward to working with you in the future.

Sincerely,

Bette Benson
Grant Coordinator

cc: Tom Quackenbush, Mayor
Connie Lechner, Director, Redwood Falls Public Library
Kari Klages, Finance Director
Emma De Vera, State Library Programs Specialist
Tami Lee, Director of State Library Services and Expanded Learning Opportunities
Deb Rose, Grant Specialist



COST SUMMARY

PREPARED ON DECEMBER 3, 2024 FOR:

Redwood Falls Public Library
Connie Lechner, Director
509 S. Lincoln St.
Redwood Falls, MN 56283

RE: Redwood Falls Public Library - **Redwood Falls, MN** (855.01)

Engan Associates presents the following estimate of probable construction cost for the above-referenced project.

I. Renovation	\$ 389,000.00
II. Addition	\$ 2,194,000.00
III. Multi Purpose Room Addition	\$ 329,000.00
IV. Site Work	
Earthwork, Utilities, & Walks	\$ 130,000.00
North Side Drive	\$ 60,000.00
Parking Lot	\$ 190,000.00
Subtotal	\$ 380,000.00
Subtotal of I-IV Construction Costs	\$ 3,292,000.00
V. Non Construction & Other Costs	
Architectural & Engineering Costs	\$ 272,000.00
Survey, Geotechnical, Construction Testing, Commissioning, Misc Expenses	\$ 100,000.00
FF&E	\$ 180,000.00
Tellicom Voice & Data	\$ 34,000.00
Security	\$ 20,000.00
B3 Energy Standard Owner Operations	\$ 11,000.00
Subtotal	\$ 617,000.00
TOTAL PROJECT COSTS	\$ 3,909,000.00

COST ESTIMATE NOTES

A. This estimate of probable construction cost does not include the following:

1. Costs related to financing
2. Renovation and refinishing of areas not listed in the scope of work.
3. Costs related to hazardous materials (i.e., Fuel, Asbestos, Lead Paint, Etc.)
4. Specific cost to move the existing barnyard/playground and picnic shelter
5. 10% Contingency

B. The following are included at an allowance under roman numeral V:

1. Public address systems or wiring in addition to the wire way
2. Phone systems of wiring in addition to the wire way
3. Computer system or wiring in addition to wire way

C. Comments:

1. We reserve the right to revise this cost estimate at each phase; schematic design, design development and when construction documents are complete
2. If completed in phases, then an updated cost increase based upon inflation data should be included

IN CLOSING

For any questions regarding this Project Cost Summary for Redwood Falls Public Library please contact Dawn Engstrom at 320-214-7146 or by email at dawn.engstrom@engan.com. Thank you for your time and attention to this proposal, we look forward to working with you to achieve a successful outcome for your project.

Meeting Date: January 21, 2025

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 10 of 2025

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

Summary/Overview: Resolution No. 10 Authorizes Task Order No. 2025-2 with Bolton and Menk, Inc. (BMI) to provide the listed scope of services for 2025 in the amount not to exceed \$9,875.00 without further Council approval. This resolution also approves the solicitation of bids once the bid documents and specifications are ready for publishing.

Project Scope: The Task Order project scope is listed in the attached task order. Completion of the project scope is anticipated for August 2025

The 2025 Seal Coat Improvement Project has a budget of \$228,000 including contingency, for streets, alley ways and parking lots.

The attached map shows the 2025 project area.

Attachments:

- Resolution No. 10 of 2025
- Task Order No. 2025-2
- Map of Project Scope

**RESOLUTION NO. 10 OF 2025
AUTHORIZATION TO EXECUTE TASK ORDER NO. 2025-2
FOR ENGINEERING SERVICES FOR THE 2025 SEAL COAT PROJECT**

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

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

WHEREAS, Task Order No. 2025-2 outlines the specific professional tasks to be completed by Bolton & Menk, Inc. and is estimated to be \$9,875.00 which is not to be exceeded without prior authorization; and

WHEREAS, the advertisement and solicitation of bids is approved, contingent upon the bid documents and specifications being completed as reflected in the Scope of Task Order No. 2025-2; and

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

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

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

1. The task order described above is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The task order described above shall be maintained and insured as allowed by law.
3. Advertisement and solicitation of bids is approved upon the completion of the bid documents and specifications as reflected in the scope of Task Order No. 2025-2.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 21st day of January 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
21st day of January 2025.

Notary Public

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

TASK ORDER NO: 2025-2

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: _____, 2025

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: December 18, 2024

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

1.0 Scope of Services:

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

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order shall not exceed **\$9,875** without prior approval of CLIENT.

3.0 Schedule:

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by December 19, 2025 depending on schedule of the construction contractor.

4.0 Deliverables

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

5.0 Term

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

6.0 Other Matters

7.0 Project Managers

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

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

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

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

ATTACHMENTS TO THIS TASK ORDER:
PROJECT SCOPE

PROJECT SCOPE:
2025 Seal Coat Improvement Project

Professional services for seal coat improvements include the following:

Provide preliminary engineering planning and study.

Assist with determining scope of base bid and potential ad alternates based on project budget.

Prepare the bid documents including plans and specifications for the work to be completed.

Answer contractors' questions during the bidding process.

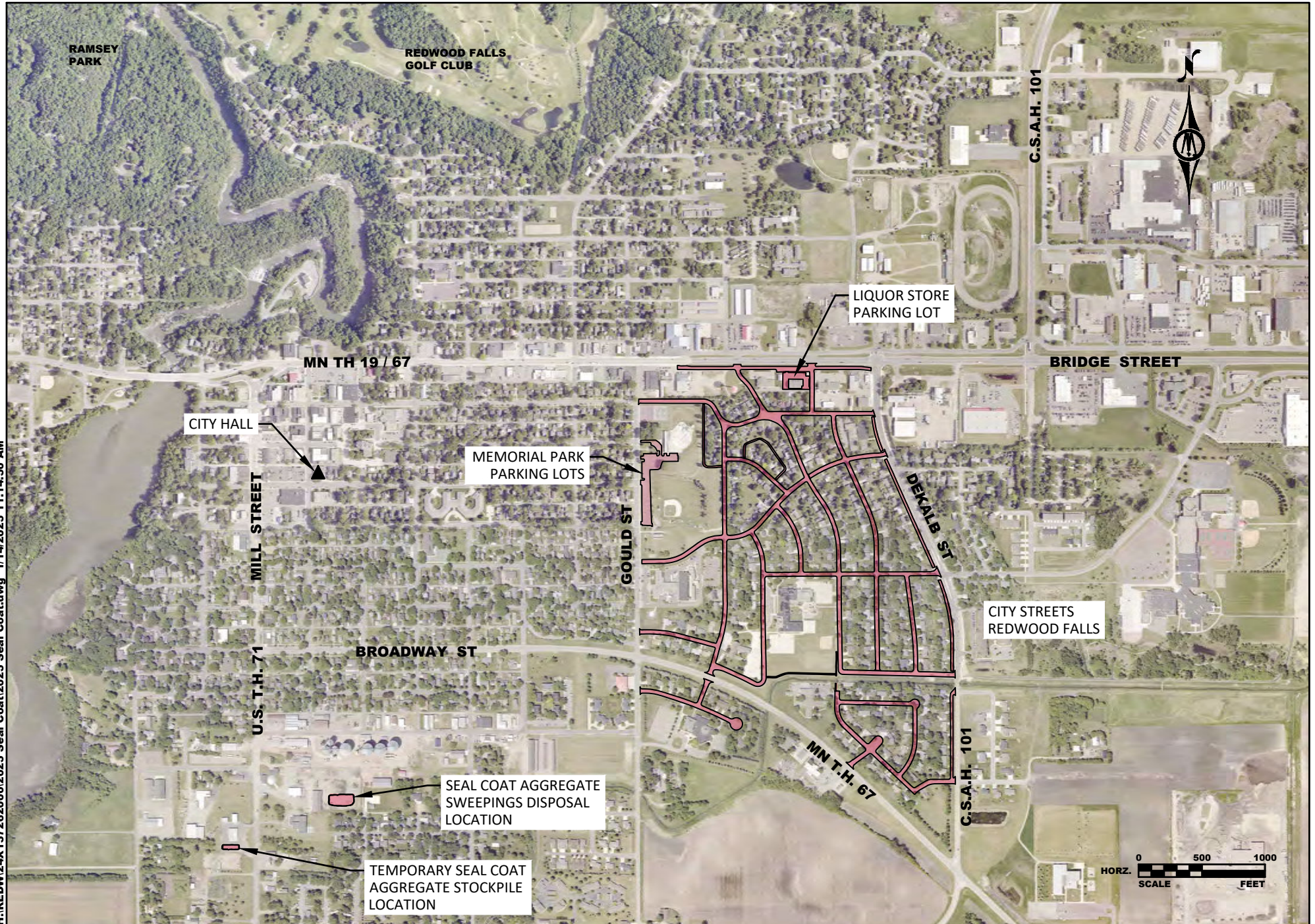
Evaluate and tabulate all received bids for compliance with the bidding documents.

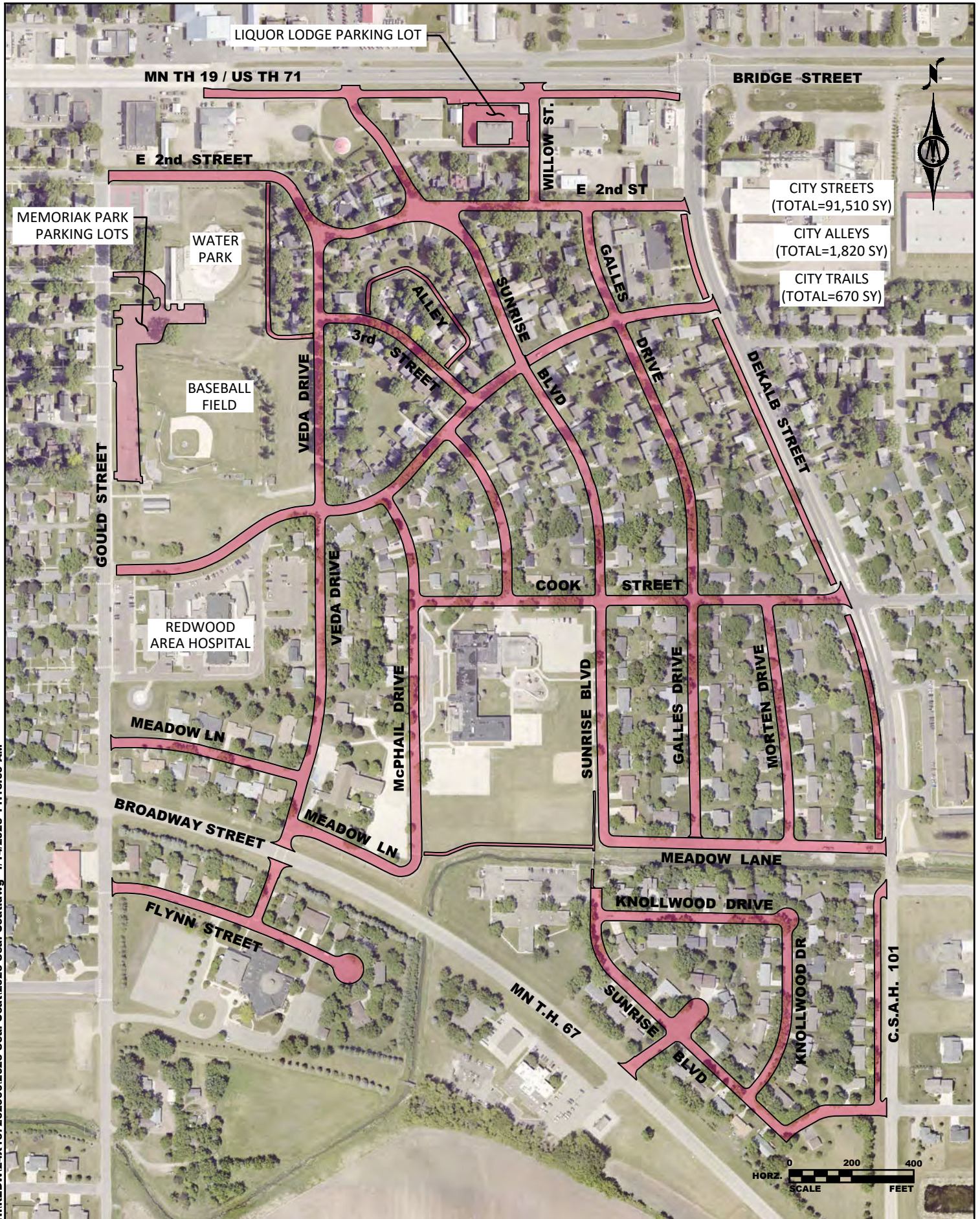
Prepare contracts for successful bidder when awarded by City.

Facilitate preconstruction meeting with selected contractor and city staff.

Provide assistance during construction as requested by staff.

H:\REDWIN\24X137262000\2025 Seal Coat\2025 Seal Coat.dwg 1/14/2025 11:14:50 AM









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OPINION OF COST

2025 Seal Coat Improvements

City of Redwood Falls, MN

BID ITEM NO.	ITEM DESCRIPTION	EST. QNTY.	UNIT	BID UNIT PRICE	BID AMOUNT
GROUP A					
Streets & Alleys					
1	Bituminous Material for Seal Coat (CRS-2P)	24,453	Gallon	\$4.00	\$97,812.00
2	Seal Coat Aggregate (FA-2, Class A)	847	Ton	\$80.00	\$67,760.00
3	Flexible Chip Seal Markers	1	Lump Sum	\$1,000.00	\$1,000.00
Group A Subtotal					\$166,572.00
GROUP B					
Parking Lots					
1	Bituminous Material for Seal Coat (CRS-2P)	2,402	Gallon	\$4.00	\$9,608.00
2	Bituminous Material for Seal Coat (CSS-1h)	924	Gallon	\$6.00	\$5,544.00
3	Seal Coat Aggregate (FA-2, Class A)	84	Ton	\$80.00	\$6,720.00
4	Flexible Chip Seal Markers	1	Lump Sum	\$1,000.00	\$1,000.00
Group B Subtotal					\$22,872.00
TOTAL AMOUNT BID (Group A + Group B)					\$189,444.00

Meeting Date: January 21, 2025

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 11 of 2025

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

Summary/Overview: Resolution No. 11 Authorizes Task Order No. 2025-1 with Bolton and Menk, Inc. (BMI) to provide the listed scope of services for State Projects: SRTS-SAP 207-591-001-\$171,400; AT-SAP 207-590-001-\$127,000; LRIP-SAP 207-020-003-\$342,500.00 in the amount not to exceed \$640,900.00 without further Council approval.

Project Scope: The Task Order project scope is listed in the attached task order. Completion of all projects in the scope is anticipated for March 1, 2027.

This task order encompasses engineering services for three state awarded projects. The Safe Routes to School Project awarded \$685,900.00 for construction for the trail leg south from the school trail by Garnet Gardens to the eastern edge of St John's Lutheran School. The Active Transportation Grant program awarded 508,410.000 for the trail leg from the SRT trail end east past the Hospital and looping back north along the drainage ditch to the School Walk bridge. The LRIP program awarded \$1,371,200.00 for the Reflection's Project turn lanes. Total of the three grants combined yields \$2,565,510.00 in new multi modal transportation connecting out to the Reflection's Developments.

Staff recommends approval of the combined task order. The intent is to bid the 3 projects due to their proximity at the same time in order to achieve cost savings through economies of scale.

Attachments: Resolution No. 11 of 2025
Task Order No. 2025-1

**RESOLUTION NO. 11 OF 2025
AUTHORIZATION TO EXECUTE
TASK ORDER NO. 2025-1
FOR ENGINEERING SERVICES FOR
2026 TURN LANES AND TRAIL PROJECTS**

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

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

WHEREAS, Task Order No. 2025-1 outlines the specific professional tasks to be completed by Bolton & Menk, Inc for State Projects: SRTS-SAP 207-591-001 (\$171,400); AT-SAP 207-590-001 (\$127,000); LRIP-SAP 207-020-003 (\$342,500.00); and

WHEREAS, the cost for the professional services in Task Order No. 2025-1 is estimated to be \$640,900.00 and not to be exceeded without prior authorization; and

WHEREAS, the advertisement and solicitation of bids is approved contingent upon the bid documents and specifications being completed as reflected in the Scope of Task Order No. 2025-1; and

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

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

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

1. The task order described above is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The task order described above shall be maintained and insured as allowed by law.
3. The advertisement and solicitation of bids is approved upon the completion of the bid documents and specifications as reflected in the Scope of Task Order No. 2025-1.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota
this 21st day of January 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
21st day of January 2025.

Notary Public

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

TASK ORDER NO: 2025-1

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: _____, 2025

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: December 18, 2024

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

1.0 Scope of Services:

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

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order shall not exceed **\$640,900** without prior approval of CLIENT.

3.0 Schedule:

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by March 1, 2027 depending on schedule of the construction contractor.

4.0 Deliverables

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

5.0 Term

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

6.0 Other Matters

7.0 Project Managers

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

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

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

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

ATTACHMENTS TO THIS TASK ORDER:

- PROJECT SCOPE
- 2023 Safe Routes to School (SRTS) Infrastructure Program Project Selection Letter
- 2023 Active Transportation (AT) Infrastructure Program Project Selection Letter
- 2023 Local Road Improvement Program Project Selection Letter
- State Fund Grantee User Guide

PROJECT SCOPE:

2026 Safe Routes to School - SAP 207-591-001
2026 Active Transportation Infrastructure Program – SAP 207-590-001
Local Road Improvement Program – SAP – 207-020-003

Professional services for improvements related to the complete construction of trails south of Cook Street to St. John Lutheran School and around the Hospital/Clinic and the construction of right turn lanes from CSAH 24 into the Reflection Prairie and Refection Ridge Developments. The trail projects are funded by SRTS and AT funds and the turn lanes are funded by LRIP funds. All three projects are funded by state funds, subject to the State Fund Grantee User Guide, and intended to be bid and constructed under one project. All engineering fees are eligible for MSA reimbursement. Professional services include the following for all three phases within the project:

Provide preliminary engineering planning and study.

Perform an engineering survey of the project sites to obtain existing topographic information for the design of the work.

Coordinate required geotechnical testing and pavement recommendations report.

Attending open houses for public education and outreach.

Conduct utility meetings to coordinate work with public and private utilities.

Prepare the bid documents including plans and specifications for the work. The bid documents will conform to MnDOT State Aid requirements and State Fund Grantee User Guide.

Submit plans to State Aid and Federal Aid for review and approval.

Prepare permit applications for execution by the CLIENT.

Assist with the bidding process and provide contract award recommendation letter.

Provide construction staking and construction project representative services during construction.

Provide construction contract administration as required by the State Aid process and State Fund Grantee User Guide.

Prepare record drawings of the as-constructed work based on the as-built information provided by the contractor.

Update the City GIS system to reflect changes to facilities made during construction.

Provide State labor compliance monitoring during construction.

Assist City with State Aid reimbursements and MSA advance funding requests.

Provide project closeout documentation as required by the State Aid process.

The preliminary schedule for work tasks includes completion of the field topographical survey and preliminary layouts by May 2025, completion of utility coordination, easement acquisition, permitting, and final layout by August 2025, completion of final plans and specifications for MnDOT approval by October 2025, completion of bidding documents in December 2025 for bidding in February 2026 and construction beginning as soon as weather and road restrictions allow in the spring of 2026 with construction completion in October 2026. Completion of MnDOT documentation and asbuilts to be completed in the winter of 2026/2027 with all tasks completed no later than March 1, 2027

The above schedule assumes review times by MnDOT, regulatory, and permitting agencies that are consistent with previous State funded projects of this scope. If review times are longer than anticipated, we will notify the City immediately of schedule impacts.

The above scope assumes all needed easements and right-of-way are sufficient to complete the project as described in the program applications and no easement acquisitions will be required. It also assumes all permitting agencies at the City, County, and State level approve of the project layouts as presented in the funding application documents. If services are needed to complete these items, they can be completed as additional work.

Any work related to the discovery and mediation of contaminated soils or underground storage tanks is not included in this scope and can be completed at additional costs.

The work described above will be designed, bid, and constructed as one project with the three different project areas and funding sources broken out and billed at a cost not to exceed \$640,900 in total and not to exceed the following for each funding source:

SRTS – SAP 207-591-001 - \$171,400

AT – SAP 207-590-001 – \$127,000

LRIP – SAP 207-020-003 - \$342,500

May 14, 2024

Jim Doering
City of Redwood Falls
PO Box 526
Redwood Falls, MN 56283

Re: 2023 Safe Routes to School (SRTS) Infrastructure Program Project Selection

Dear Jim Doering,

Thank you for your application submittal under the 2023 Safe Routes to School (SRTS) Infrastructure Program. The Multi-Use Trail Improvements near St. John Lutheran School project in the City of Redwood Falls was selected for SRTS Program funds appropriated by the legislature in 2023. We have identified up to \$685,900.00 in SRTS Infrastructure funds for this project.

Enclosed is a State Fund Grantee User Guide that provides a summary of the process for developing and delivering a state grant bond or general funded project. Your first step will be to request a State Aid Project (SAP) number for this project if you don't already have one (or SP number if you also have federal funding). Please work with your District State Aid Engineer (DSAE) on next steps and throughout the project development process. Please email the SAP number to me immediately after it is issued and include it and the program (SRTS) on all project correspondence.

Following are a few other important notes:

- Items that are eligible for SRTS Infrastructure funds include reasonable elements associated with crossing improvements, off-street facilities, on-street facilities, permanent traffic control devices (not mobile), and in-kind replacements, including basic landscaping and turf establishment. Landscaping planters, benches, bike racks, decorative fences, ornamental lighting, and other aesthetic treatments above the standard are generally not eligible. Other items that are not eligible include engineering, construction administration and inspection, right of way acquisition, and water main, sanitary sewer, or private utility work. Additionally, work on trunk highways or on trunk highway right of way is not eligible.
- Your agency will be required to execute a SRTS Infrastructure grant agreement prior to construction, which includes certification of right of way ownership by the agency and a resolution agreeing to finance any costs in excess of the grant amount before the grant can be authorized for reimbursement.
- The plan and engineer's estimate need to be developed with a separate column that identifies SRTS Infrastructure participating items only. If more than one agency will ultimately own bond or general funded improvements, there will need to be separate SRTS Infrastructure participating columns on the Engineer's Estimate for each agency. Additionally, if this is the case, separate SRTS Infrastructure grant agreements will be required with each agency that will ultimately own bond or general funded improvements.
- Design standards:
 - Work on State Aid routes are subject to State Aid standards
 - Work on non-state aid routes will need to adhere to design standards as identified in [MnDOT State Aid Rules](#), the American Association of State Highway and Transportation Official

(AASHTO) A Policy on Geometric Design of Highways and Streets, or other design standards as identified by the DSAE. Please consult with your DSAE to determine the appropriate design standards for your project.

- The DSAE will need to review, approve, and sign plans prior to advertising the construction contract.
- After DSAE plan approval, you will need a funding letter from the State Aid Programs office before advertising the construction contract. The SRTS Infrastructure amount in the funding letter will be based on a review of eligible items in the engineer's estimate.
- The State Aid Programs office will provide additional instructions for assembling and executing the SRTS Infrastructure grant agreement as part of the delivery of the funding letter.
- The final SRTS Infrastructure amount as included in one or more SRTS Infrastructure grant agreements will be based on the low bid documents. The SRTS Infrastructure grant amount is typically capped.
- The SRTS Infrastructure grant agreement should be fully executed before construction begins.

If you have questions, please contact Steven Prusak at steven.prusak@state.mn.us. I will be your main point of contact for this SRTS Infrastructure grant selection.

Sincerely,


Active Transportation Engineer

Digitally signed by Steven
Prusak
Date: 2024.05.10 13:08:31
-05'00'

Steven Prusak, P.E.
State Aid Active Transportation Engineer

copy: Todd Broadwell, District 8 State Aid Engineer
enclosure: State Fund Grantee User Guide

May 14, 2024

Jim Doering
City of Redwood Falls
PO Box 526
Redwood Falls, MN 56283

Re: 2023 Active Transportation (AT) Infrastructure Program Project Selection

Dear Jim Doering,

Thank you for your application submittal under the 2023 Active Transportation (AT) Infrastructure Program. The Community Trail Improvements project in the City of Redwood Falls was selected for AT Program funds appropriated by the legislature in 2023. We have identified up to \$508,410.00 in AT Infrastructure funds for this project.

Enclosed is a State Fund Grantee User Guide that provides a summary of the process for developing and delivering a state grant bond or general funded project. Your first step will be to request a State Aid Project (SAP) number for this project if you don't already have one (or SP number if you also have federal funding). Please work with your District State Aid Engineer (DSAE) on next steps and throughout the project development process. Please email the SAP number to me immediately after it is issued and include it and the program (AT) on all project correspondence.

Following are a few other important notes:

- Items that are eligible for AT Infrastructure funds include reasonable elements associated with crossing improvements, off-street facilities, on-street facilities, permanent traffic control devices (not mobile), and in-kind replacements, including basic landscaping and turf establishment. Landscaping planters, benches, bike racks, decorative fences, ornamental lighting, and other aesthetic treatments above the standard are generally not eligible. Other items that are not eligible include engineering, construction administration and inspection, right of way acquisition, and water main, sanitary sewer, or private utility work. Additionally, work on trunk highways or on trunk highway right of way is not eligible.
- Your agency will be required to execute an AT Infrastructure grant agreement prior to construction, which includes certification of right of way ownership by the agency and a resolution agreeing to finance any costs in excess of the grant amount before the grant can be authorized for reimbursement.
- The plan and engineer's estimate need to be developed with a separate column that identifies AT Infrastructure participating items only. If more than one agency will ultimately own bond or general funded improvements, there will need to be separate AT Infrastructure participating columns on the Engineer's Estimate for each agency. Additionally, if this is the case, separate AT Infrastructure grant agreements will be required with each agency that will ultimately own bond or general funded improvements.
- Design standards:
 - Work on State Aid routes are subject to State Aid standards
 - Work on non-state aid routes will need to adhere to design standards as identified in [MnDOT State Aid Rules](#), the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, or other design standards as

identified by the DSAE. Please consult with your DSAE to determine the appropriate design standards for your project.

- The DSAE will need to review, approve, and sign plans prior to advertising the construction contract.
- After DSAE plan approval, you will need a funding letter from the State Aid Programs office before advertising the construction contract. The AT Infrastructure amount in the funding letter will be based on a review of eligible items in the engineer's estimate.
- The State Aid Programs office will provide additional instructions for assembling and executing the AT Infrastructure grant agreement as part of the delivery of the funding letter.
- The final AT Infrastructure amount as included in one or more AT Infrastructure grant agreements will be based on the low bid documents. The AT Infrastructure grant amount is typically capped.
- The AT Infrastructure grant agreement should be fully executed before construction begins.

If you have questions, please contact Steven Prusak at steven.prusak@state.mn.us. I will be your main point of contact for this AT Infrastructure grant selection.

Sincerely,


Active Transportation Engineer

Digitally signed by Steven
Prusak
Date: 2024.05.10 13:53:37
-05'00'

Steven Prusak, P.E.
State Aid Active Transportation Engineer

copy: Todd Broadwell, District 8 State Aid Engineer
enclosure: State Fund Grantee User Guide

April 1, 2024

Jim Doering
City of Redwood Falls
333 S. Washington Street
Redwood Falls, MN 56283

Re: 2023 Local Road Improvement Program Project Selection

Dear Jim Doering,

Thank you for your application submittal under the 2023 Local Road Improvement Program (LRIP) solicitation. The County State Aid Highway 24 project in Redwood County was selected for Local Road Improvement Program funds appropriated by the legislature in 2023. We have identified up to \$1,371,200.00 in LRIP funds for this project.

Enclosed is a State Fund Grantee User Guide that provides a summary of the process for developing and delivering a state grant bond or general funded project. Your first step will be to request a State Aid Project (SAP) number for this project if you don't already have one (or SP number if you also have federal funding). Please work with your district state aid engineer (DSAE) on next steps and throughout the project development process. Please email the SAP/SP number to me immediately after it is issued.

Following are a few other important notes:

- Items that are eligible for LRIP funds include reasonable elements associated with roadway construction, including basic landscaping and turf establishment. Landscaping planters, benches, bike racks, decorative fences, ornamental lighting, and other aesthetic treatments above the standard are generally not eligible. Other items that are not eligible include engineering, construction administration and inspection, right of way acquisition, and water main, sanitary sewer, or private utility work. Additionally, work on trunk highways or on trunk highway right of way is not eligible.
- Your agency will be required to execute an LRIP grant agreement prior to construction, which includes certification of right of way ownership by the agency and a resolution agreeing to finance any costs in excess of the grant amount before the grant can be authorized for reimbursement.
- The plan and engineer's estimate need to be developed with a separate a column that identifies LRIP participating items only. If more than one agency will ultimately own bond or general funded improvements, there will need to be separate LRIP participating columns on the engineer's estimate for each agency. Additionally, if this is the case, separate LRIP grant agreements will be required with each agency that will ultimately own bond or general funded improvements.
- Design standards:
 - Work on State Aid routes are subject to State Aid standards
 - Work on non-state aid routes will need to adhere to design standards as identified in [MnDOT State Aid Rules](#), the American Association of State Highway and Transportation Official (AASHTO) A Policy on Geometric Design of Highways and Streets, or other design standards as identified by the DSAE. Please consult with your DSAE to determine the appropriate design standards for your project.
- The DSAE will need to review, approve, and sign plans prior to advertising the construction contract.

- After DSAE plan approval, you will need a funding letter from the State Aid Programs office before advertising the construction contract. The LRIP amount in the funding letter will be based on a review of eligible items in the engineer's estimate.
- The State Aid Programs office will provide additional instructions for assembling and executing the LRIP grant agreement as part of the delivery of the funding letter.
- The final LRIP amount as included in one or more LRIP grant agreements will be based on the low bid documents. The LRIP grant amount is typically capped.
- The LRIP grant agreement should be fully executed before construction begins.

If you have questions, please contact me, Rashmi Brewer at rashmi.brewer@state.mn.us. I will be your primary contact for this LRIP grant selection.

Sincerely,



Rashmi Brewer, P.E.
State Aid State Programs Engineer

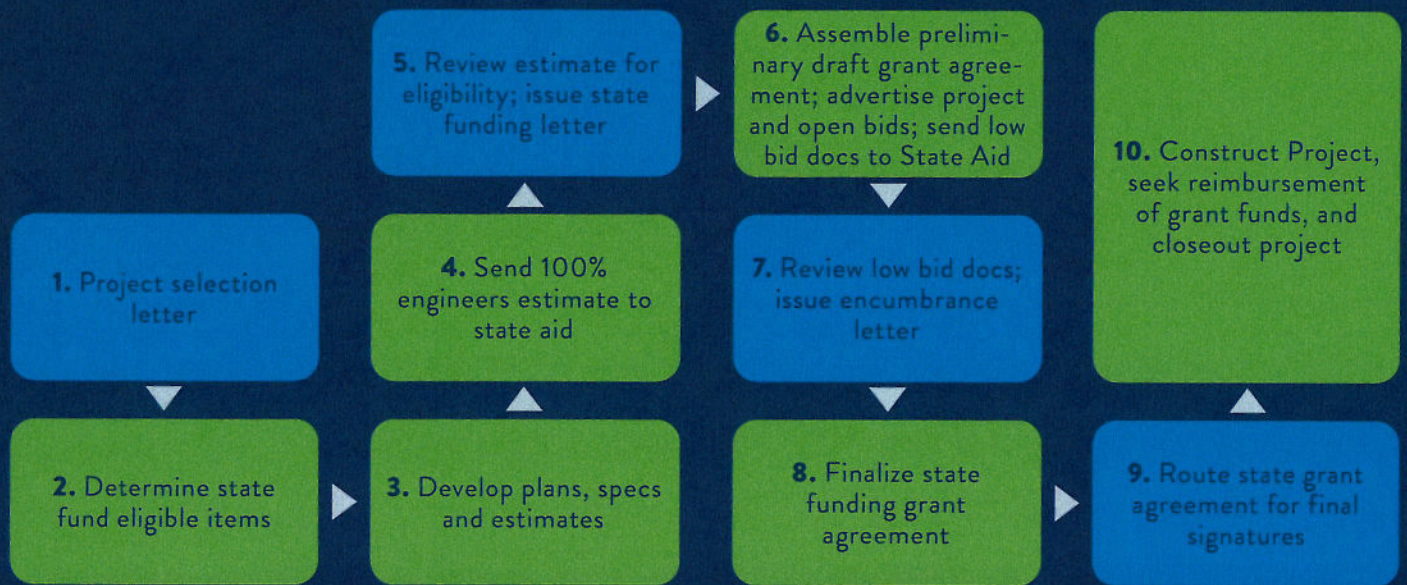
copy: Todd Broadwell, District 8 State Aid Engineer
enclosure: State Fund Grantee User Guide



State Aid for Local Transportation

STATE FUND GRANTEE USER GUIDE

*Local Road Improvement Program, Local Bridge
Replacement Program, Safe Routes to School, Active
Transportation*



Notes:

1. Blue shade indicates actions by State Aid. Green indicates actions by local agency.
2. Projects with federal funds must also follow federal DCP process
3. State earmarked projects have other considerations and process, including demonstration of full funding. Earmark recipients should schedule a separate kick-off meeting with State Aid Programs Engineer and DSAE.

1

PROJECT SELECTION LETTER

After competitive solicitations for Local Road Improvement Program (LRIP), Safe Routes to School (SRTS), and Active Transportation (AT), State Aid Programs group sends selection letters to inform applicants of anticipated award amount. The Local Bridge Replacement Program (LBRP) does not provide selection letters since there is not a competitive solicitation.

2

DETERMINE STATE FUND-ELIGIBLE ITEMS

Local agency works with the District State Aid Engineer (DSAE) to determine LRIP, SRTS, AT, or LBRP eligible items and set up the plan and estimate accordingly. Local agency requests State Aid Project (SAP) number for non-federally funded projects or State Project (SP) number for federally funded projects if it doesn't already exist. Send SAP/ SP number to State Aid Programs group for tracking purposes.

3

DEVELOP PLANS, SPECS, AND ESTIMATES

Local agency develops plans, specifications, and estimates, in cooperation with DSAE.

For bridge projects, local agency completes LBRP funding application and obtains signatures from DSAE. Local agency informs State Aid Programs Manager that the project is beginning the design phase.

4**SEND 100% ENGINEER'S ESTIMATE TO STATE AID**

For projects both with and without federal funds, local agency sends 100% engineer's estimate to DSAE. For projects with no federal funding, DSAE forwards engineer's estimate to Programs group for review and requests state funding letter. Note that bridge projects with no federal funding may or may not receive state bridge funds at this time, depending on availability of funds. Those bridge projects that cannot be funded are added to the waiting list and will be considered for funding when bridge funds become available.

For projects with federal funding, greater Minnesota DSAEs forward engineer's estimate to the CO State Aid Federal Aid group for review. CO State Aid Federal Aid group (for greater Minnesota projects) or Metro State Aid requests state funding letter from Programs group.

5**REVIEW ESTIMATE FOR ELIGIBILITY; ISSUE STATE FUNDING LETTER**

Programs group reviews engineer's estimate for eligibility and issues state funding letter with initial estimate of state grant amount as well as a summary of other funding sources. Programs group works with State Aid Finance to reserve state fund grant amount in the State Aid Accounting System. Programs group also provides additional instructions to local agency related to the state fund grant agreement.

For bridge projects, Programs group issues state funding letters to projects with federal funding or other projects on the bridge waiting list when funds are appropriated by the legislature or otherwise become available. For this reason, state bridge funding availability can be unpredictable.

6**ASSEMBLE PRELIMINARY DRAFT GRANT AGREEMENT; ADVERTISE PROJECT AND OPEN BIDS; SEND LOW BID DOCS TO STATE AID**

Local agency develops preliminary draft of the state fund grant agreement and requests review from Programs group. Note that the final grant amount and Exhibit A will be finalized after receipt of encumbrance letter in Step 7. Concurrently, local agency advertises the project and opens bids. Local agency determines apparent low bidder after consulting with DSAE as necessary.

For projects with no federal funding, local agency sends low bid documents to State Aid Finance, with copy to Programs group, requesting final state funding determination.

For projects with state and federal funds, local agency follows Delegated Contract Process (DCP) checklist. CO State Aid Federal Aid group for greater Minnesota projects or Metro State Aid requests final state funding determination from State Aid Finance, with a copy to Programs group.

7

REVIEW LOW BID DOCS; ISSUE ENCUMBRANCE LETTER

State Aid Finance and Programs group review low bid documents and determine final state funding eligibility and final state grant award amount. State Aid Finance issues encumbrance letter, with copy to DSAE, that includes final state funding determination.

Note that for projects that also have federal funds, the encumbrance letter will be issued after the local agency submits DCP-08, which occurs after award.

8

FINAL STATE FUNDING GRANT AGREEMENT

Local agency completes the final draft state funding grant agreement based on the funding summary in the encumbrance letter, including council or board resolution accepting the grant and authorizing appropriate parties to sign the grant agreement. Local agency sends final draft grant agreement to Programs group for review and approval prior to obtaining local agency signatures.

While not required, local agencies often award the construction contract at the same council or board meeting. Local agency sends signed pdf version of state grant agreement to Programs group for final execution at MnDOT. Note that the state grant agreement should be fully executed before work begins on the project. Please contact the Programs Manager if this will be an issue.

9

ROUTE STATE GRANT AGREEMENT FOR FINAL SIGNATURES

Programs group routes state grant agreement for final signatures at MnDOT and sends local agency a pdf of the fully executed state grant agreement.

10

CONSTRUCT PROJECT, SEEK REIMBURSEMENT OF GRANT FUNDS, AND CLOSEOUT PROJECT

Local agency constructs project, submits partial and final state aid pay requests to DSAE, requests final inspection from DSAE, and works with DSAE to close out project. Note that state grant funds are paid on a reimbursable basis, similar to federal funds.

For more information, contact:

Marc Briese, P.E.
Programs Engineer
State Aid for Local Transportation
395 John Ireland Blvd, St. Paul, MN 55155
651-366-3802