



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
FEBRUARY 4, 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 21, 2025
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda** (items approved with one motion)
 - A. Approve City Assistance with Celebrate Redwood Falls – Fire & Ice Festival
 - B. Approve Distributed Electric Generation Rules Report & Update
 - C. **Peart's Bar and Lounge LLC On-Sale and Sunday On-Sale Liquor License Application**
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
 - A. Street Sweeper Replacement
 - B. MN Capital Budget Funding Request – Resolution #12
 - C. Library Donation from Redwood Area Library Foundation – Resolution #13
 - D. Human Resources Department Joint Powers Agreement with MN Bureau of Criminal Apprehension – Resolution #14
 - E. Request to Waive Sanitary Sewer Inflow & Infiltration (I&I) Surcharges
10. **Other Items and Communications**
 - A. Council Items
 - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
 - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, JANUARY 21, 2025**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, January 21, 2025, at 5:00 p.m.

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

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

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

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve the January 2, 2025, minutes as presented. Motion passed by unanimous vote.

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

1. AWAIR (A Workplace Accident and Injury Reduction) Program Annual Update

Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:02 p.m. for the Liquor License Violation Hearing – American Legion Post #38.

City Attorney Dammann stated 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).

City Attorney Dammann stated 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 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.

City Attorney Dammann stated City Staff recommend 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 from the date of the liquor violation order; (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.

No one was present to provide comments during the hearing.

Mayor Quackenbush closed the public hearing at 5:09 p.m.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the Findings and Order for Liquor Violation with the included conditions for the American Legion Post #38. Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:10 p.m. for the Liquor License Violation Hearing – Duffy’s Riverside Saloon.

City Attorney Dammann stated 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).

City Attorney Dammann stated 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 City 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.

City Attorney Dammann stated City 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 from the date of the liquor violation order; (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.

No one was present to provide comments during the hearing.

Mayor Quackenbush closed the public hearing at 5:15 p.m.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to a approve the Findings and Order for Liquor Violation with the included conditions for Duffy’s Riverside Saloon. Motion passed by unanimous vote.

HR Coordinator Sheila Stage was present to introduce Resolution No. 07 of 2025 – Resolution Approving State of Minnesota Joint Powers Agreements with the City of Redwood Falls on Behalf of its Fire Department.

Ms. Stage stated the Fire Department desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, and 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.

A motion was made by Council Member Smith and seconded by Council Member Guetter to waive the reading of Resolution No. 07 of 2025 – Resolution Approving State of Minnesota Joint Powers Agreements with the City of Redwood Falls on Behalf of its Fire Department. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 07 of 2025 – Resolution Approving State of Minnesota Joint Powers Agreements with the City of Redwood Falls on Behalf of its Fire Department. Motion passed by unanimous vote.

Public Utilities Superintendent Jason Halvorson was present to introduce the 2024 Electric Distribution Improvement Project – Final Pay Request.

Mr. Halvorson stated 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 approved, and has submitted the final pay request in the amount of \$30,815.40.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to approve the 2024 Electric Distribution Improvement Project – Final Pay Request in the amount of \$30,815.40. Motion passed by unanimous vote.

Public Utilities Superintendent Halvorson introduced Resolution No. 08 of 2025 – Authorization to Execute Award of Contract for 2025 Distribution Improvements DGR Project #421127 with PUSH Incorporated.

Mr. Halvorson stated 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 p.m. All bidders are qualified to complete this project. DGR had provided a budget estimate of \$980,000.00 which was in the 2025 capital budget. DGR reviewed the bids for completeness and mathematical errors and provided City Staff with a bid summary. DGR provided a letter of recommendation that the bid be awarded to PUSH Incorporated of Rice Lake, Wisconsin in the amount of \$744,557.75.

A motion was made by Council Member Guetter and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 08 of 2025 – Authorization to Execute Award of Contract for 2025 Distribution Improvements DGR Project #421127 with PUSH Incorporated. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve Resolution No. 08 of 2025 – Authorization to Execute Award of Contract for 2025 Distribution Improvements DGR Project #421127 with PUSH Incorporated. Motion passed by unanimous vote.

Zoning Administrator Randy Thole was present to introduce the Variance Request – 110 Oakwood Drive.

Applicants Calvin and Heather Paskewitz were present.

Mr. Thole stated 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. Thole stated 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.

Mr. Thole further stated the 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 result in a hardship that was not created by the applicant. The 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.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve the Variance Request to reduce the side yard setback from 30' to 10' at 110 Oakwood Drive, Parcel #88-257-0080. Motion passed by unanimous vote.

Deer Hunt Coordinator Paul Parsons was present to discuss the 2024 Archery Deer Hunt Report. Mr. Parsons summarized the 2024 Deer Hunt as follows: the season coincided with the full Minnesota DNR archery season from September 14, 2024, to December 31, 2024, the hunt was limited to 20 participants, 23 applications were submitted and all 23 qualified this year. A total of 17 deer were harvested with 181 deer being spotted, and hunters spent a total of 427 hours in the stand.

Public Works Project Coordinator Doering stated staff is recommending the deer hunt committee reconvene to further review the results of the hunt, what was learned, and what to change in order to determine if future hunts are warranted. Mr. Parsons announced he would not be returning as the Deer Hunt Coordinator for 2025. Thank you to Paul for 10 years as the Deer Hunt Coordinator. Results of the committee meeting along with a 2025 recommendation will be presented to Council prior to submission to the MN DNR to conduct a 2025 Archery Deer Hunt.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the 2024 Archery Deer Hunt Report as presented and allow the deer hunt committee to reconvene to discuss a 2025 Archery Deer Hunt. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 09 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.

Mr. Doering stated Resolution No. 9 of 2025 repeals Resolution No. 85 of 2024. 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. This request can be fulfilled 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. Staff recommend approval of Resolution No. 9 of 2025 to fix this discrepancy.

A motion was made by Council Member Smith and seconded by Council Member Guetter to waive the reading of Resolution No. 09 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. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Sandgren to approve Resolution No. 09 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. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 10 of 2025 – Authorization to Execute Task Order No. 2025-2 for Engineering Services for the 2025 Seal Coat Project.

Mr. Doering stated 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. Completion of the listed project scope is anticipated for August 2025. The 2025 Seal Coat Improvement Project has a budget of \$228,000 including contingency, for streets, alleyways and parking lots.

A motion was made by Council Member Smith and seconded by Council Member Guetter to waive the reading of Resolution No. 10 of 2025 – Authorization to Execute Task Order No. 2025-2 for Engineering Services for the 2025 Seal Coat Project. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve Resolution No. 10 of 2025 – Authorization to Execute Task Order No. 2025-2 for Engineering Services for the 2025 Seal Coat Project. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 11 of 2025 – Authorization to Execute Task Order No. 2025-1 for Engineering Services for 2026 Turn Lanes and Trails Projects.

Mr. Doering stated 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-\$171,400.00; ATSAP 207-590-001-\$127,000.00; LRIP-SAP 207-020-003-\$342,500.00 in the amount not to exceed \$640,900.00 without further Council approval. Completion of all projects in the listed scope is anticipated for March 1, 2027.

Mr. Doering stated Task Order 2025-1 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 Garnette Gardens to the eastern edge of St John's Lutheran School. The Active Transportation Grant program awarded 508,410.00 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 to the Reflection Prairie and Reflection Ridge Developments. Staff recommend approval of the combined task order. The intent is to bid the three projects at the same time, due to their proximity, to achieve cost savings through economies of scale.

A motion was made by Council Member Sandgren and seconded by Council Member Smith to waive the reading of Resolution No. 11 of 2025 – Authorization to Execute Task Order No. 2025-1 for Engineering Services for 2026 Turn Lanes and Trails Projects. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 11 of 2025 – Authorization to Execute Task Order No. 2025-1 for Engineering Services for 2026 Turn Lanes and Trails Projects. Motion passed by unanimous vote.

City Administrator Muetzel stated Public Works crews have been removing Ash trees along Industrial Drive that are located within the boulevard. City Staff identified approximately 38 trees along just Industrial Drive that were dead and needed to be removed. Former Council Member Buckley inspected the trees and suspected, without additional testing, that the trees could have been stressed from Emerald Ash Borer. Other Ash trees within the City are deteriorating and showing signs of stress.

City Administrator Muetzel stated Emerald Ash Borer has not been confirmed in Redwood Falls but has been confirmed in neighboring communities. City Staff is suspecting the presence of Emerald Ash Borer and has begun the removal of Ash trees located in the public right-of-way because they are the responsibility of the City. Trees located on private property are the responsibility of the property owner. City Staff will prepare a committee to begin discussions on tree removal in response to the spreading Emerald Ash Borer.

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

There being no further business, a motion was made by Council Member Smith and seconded by Council Member Arentson to adjourn the meeting at 6:01 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

Council Meeting: Tuesday, February 4th, 2025

Agenda Item: Celebrate Redwood Falls – Fire & Ice Festival

Date: Tuesday, January 28th, 2025

Summary/Overview:

The Celebrate Redwood Falls Committee will be hosting the annual Fire on Ice Event on Saturday, February 8th, 2025, at Perks Park and on Lake Redwood.

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

Fire & Ice Festival: February 8th, 2025, 5:00-8:00pm

- Use of Perks Park and Lake Redwood (Authorized by the Redwood County Sheriffs Dept.)
 - Fireworks will be held on the ice if the ice is thick enough and access can be made. The Westside Softball field will only be used if unable to get onto the ice.
- Use of city owned picnic tables (8), and garbage cans (2).
- Boat Ramp – Make sure gaps/holes are filled with sand or gravel so event attendees can access the lake safely.
- Make sure Park Drive and road through Perks Park is plowed.

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

cc: Paul Hagert, Park Superintendent
Darrell Bowers, Street Superintendent

AGENDA RECOMMENDATION

Meeting Date: February 4, 2025

Agenda Item: Report and Update of the Distributed Generation Rules

Recommendation/Action Requested: Staff Recommends Approval

Summary/Overview:

Attached for approval, per the Distributed Generation Rules for City of Redwood Falls Public Utilities adopted by Redwood Falls City Council at a prior meeting, are updates to the cogeneration and small power production tariff consisting of:

SCHEDULE 1.

Calculation of the average retail utility energy rates

SCHEDULE 2.

The estimated average incremental energy costs by seasonal, peak and off-peak periods and annual avoided capacity from Southern Minnesota Municipal Power Agency

REDWOOD FALLS COGENERATION AND SMALL POWER PRODUCTION TARIFF

This information is available to the public at our offices or on our website at www.ci.redwood-falls.mn.us.

Upon approval of the Cogeneration and Small Power Production Tariff, City of Redwood Falls Public Utilities will publish a cogeneration and small power generation notice on the website.

Also attached is the annual QF Report as required under the Distributed Generation Rules.

SCHEDULE 1 – AVERAGE RETAIL UTILITY ENERGY RATE

Net Energy Billing: Available to any QF of less than 40 kW capacity that does not select either Roll Over Credits, Simultaneous Purchase and Sale Billing or Time of Day rates.

The City of Redwood Falls Public Utilities shall bill QF for any excess of energy supplied by insert Utility name above energy supplied by the QF during each billing period according to Redwood Falls Public Utilities applicable rate schedule. City of Redwood Falls Public Utilities shall pay the customer for the energy generated by the QF that exceeds that supplied by City of Redwood Falls Public Utilities during a billing period at the “average retail utility energy rate.” "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available shall be used in the computation. The “average retail utility energy rates” are as follows:

Customer Class	Average Retail Utility Energy Rate
Residential	\$0.104
Small Commercial	\$0.114
Large Commercial	\$0.050
Industrial	\$0.050

SCHEDULE 2 – AVERAGE INCREMENTAL COST

Estimated Marginal Energy Costs (\$/MWh)						
		2025	2026	2027	2028	2029
Summer	On Peak	42.20	43.97	47.29	48.58	50.18
	Off Peak	25.13	26.83	26.25	28.57	29.86
	All Hours	32.98	34.71	35.93	37.78	39.21
Winter	On Peak	38.73	44.69	47.81	47.81	48.44
	Off Peak	28.94	33.73	37.73	39.35	41.85
	All Hours	33.44	38.77	42.37	43.53	45.97
Annual	On Peak	40.46	44.33	47.55	48.51	50.49
	Off Peak	27.04	30.28	31.99	33.96	35.85
	All Hours	33.21	36.74	39.15	40.65	42.59
Annual # hours on-peak:						

Description of season and on-peak and off-peak periods	
Summer:	April through September
Winter:	October through March
On-peak period:	6 am to 10 pm Monday through Friday except holiday (New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day)
Off-peak period:	All other hours

Estimated Marginal Energy Costs

The estimated system average incremental energy costs are calculated by seasonal peak and off-peak periods for each of the next five years. For each seasonal period, system incremental energy costs are averaged during system daily peak hours, system daily off-peak hours, and all hours in the season. The energy costs are increased by a factor equal to 50 percent of the line losses.

The energy needs of [UTILITY NAME HERE] are served through its membership in Southern Minnesota Municipal Power Agency (SMMPA). SMMPA, in turn, is a member of the Midcontinent ISO (MISO). As a result, the municipal’s incremental energy cost is equivalent to the MISO hourly Locational Marginal Price (LMP). Actual hourly LMP will vary significantly based on several parameters such as weather, energy demand, and generation availability. The table above represents a forecast of the MISO hourly LMP values averaged over each specific time period at the MISO Minnesota Hub.

Capacity Payment for Firm Power (Net annual avoided capacity cost)

A capacity payment will be made for energy delivered by the qualifying facility to the utility with at least a 65 percent on-peak capacity factor in the month. The capacity factor is based upon the qualifying facility's maximum on-peak metered capacity delivered to the utility during the month. The capacity component applies only to deliveries during on-peak hours.

Capacity Payment (\$/kWh)	
	2025
Capacity Value per kWh (on-peak hours)	\$0.002
Capacity Value per kWh (all hours)	\$0.001

Minnesota Department of Commerce

Docket E999/PR-25-10

Reporting Period:

January 1, 2024 - December 31, 2024

Distributed Energy Resource (DER) Interconnection Report

Utility:

Redwood Falls Public Utilities

Report Year: 2024

Date Submitted:

January 16, 2025

Filing Utility Information		Contact Information	
Utility ID#	97	Contact Name	Jason Halvorson
Utility Name	Redwood Falls Public Utilities	Contact Title	Superintendent
Street Address Line 1	PO Box 526	Contact Telephone	507-616-7490
Street Address Line 2	333 South Washington Street	Contact Email	jhalvorson@ci.redwood-falls.mn.us
City	Redwood Falls		
State	Minnesota		
Zip Code	56283		

Comments/Notes

Minnesota Department of Commerce											Reporting Period: January 1, 2024 - December 31, 2024				
Docket E999/PR-25-30											Utility: Redwood Falls Public				
Distributed Energy Resource (DER) Interconnection Report															
Distributed Energy Resources															
Eg: S-01-17, S-02-17, W-01-17 Do not include customer names or personally identifiable information	Ex, Solar, Wind, Battery	If CHP, enter 'X'	If storage is only charged by a DER generator (ex solar), mark 'X'	Active Application, Interconnected, Withdrawn, Decommissioned	City where facility is located	Zip Code where facility is located	Substation where facility is interconnected	Feeder where facility is interconnected	Residential, Commercial, Industrial, Utility, Community Solar Garden	Eg: S*Rewards, MIM, SolarSense. If none, enter N/A	System cost before incentives or tax credits, N/A if not provided				
DER Identifier	DER Capacity kW AC	DER Type	CHP	Storage	DER Status	City	Zip Code	Substation	Feeder	Customer Type	Incentive Program	Total Installed Cost without Incentives	Year Application Submitted	Year Interconnected	Year Decommissioned (if applicable)
Site #1	10.72	Solar			Interconnected	Redwood Falls	56283	West	4	Commercial	N/A		2010	2015	
Site #2	80	Solar			Interconnected	Redwood Falls	56283	East	1	Commercial	N/A		2015	2015	
Site #3	6.96	Solar			Interconnected	Redwood Falls	56283	West	2	Residential	N/A		2021	2021	
Site #4	39.9	Solar			Active Application	Redwood Falls	56283	East	4	Industrial	N/A		2022		
Site #5	3.8	Solar			Interconnected	Redwood Falls	56283	West	1	Residential	N/A		2023	2024	

Info

Submission #:
20251-214060

On Behalf Of:
Redwood Falls Public Utilities

Submission date/time:
01/16/2025 11:35 AM

Filer

Name:
Halvorson, Jason

Organization:
City of Redwood Falls

Email:
jhalvorson@ci.redwood-falls.mn.us

Phone Number:
5076167490

Service Lists

Docket #	Service List Name
25-10	PR-25-10

Documents

Name	Classification	Document Type	Additional Info	Document Date
DER Reporting 2024.xlsx	Public	Report		01/16/2025

Service List - Electronic Service

Last Name	First Name	Email	Organization	View Trade Secret
Commerce Attorneys	Generic	commerce.attorneys@ag.state.mn.us		Yes
Ferguson	Sharon	sharon.ferguson@state.mn.us		No
Residential Utilities Division	Generic Notice	residential.utilities@ag.state.mn.us		Yes
Seuffert	Will	will.seuffert@state.mn.us		Yes

Service List - Paper Service

No master contacts with paper service.

AGENDA RECOMMENDATION

Meeting Date: February 4, 2025

Agenda Item: 2025 On-Sale Intoxicating and Sunday Liquor License Application

Recommendation/Action Requested: Approve the Peart's Bar and Lounge LLC Liquor License Application.

Summary/Overview: Omarion and Garcia Peart, Owners of Peart's Bar and Lounge, have completed the necessary application process with successful background checks for an On-Sale Intoxicating Liquor License and Sunday On-Sale Liquor License effective 2-5-2025. The 2025 annual fee has been pro-rated for February – December. Staff recommends approval contingent on receiving the updated 2025 certificate of liability insurance and worker's compensation insurance for the effective license dates.

Meeting Date: February 4, 2025

AGENDA RECOMMENDATION

Agenda Item: Street Sweeper Replacement

Recommendation/Action Requested: Staff requests approval to purchase a TYMCO 500X regenerative air street sweeper from Environmental Equipment & Services in the amount of \$352,531.34 per State Purchasing Contract S-843(5) #244545.

Summary/Overview: The 2025 operating budget includes \$400,000.00 to replace a 2015 model year TYMCO regenerative air street sweeper. The street department has operated TYMCO regenerative air street sweepers since 2006. A regenerative air sweeper uses a combination of suction and high-velocity air to pick up debris. This type of sweeper works well on smooth services such as paved streets without large pieces of debris.

While researching the sweeper replacement, street department staff tested an Elgin mechanical broom sweeper. This sweeper design uses rotating brushes to sweep and collect debris and is well suited for construction sites and other areas that contain larger pieces or volumes of debris.

Both sweeper designs are available for purchase through the State Purchasing Program and pricing is provided below:

<u>Vendor</u>	<u>Model</u>	<u>Price</u>
Environmental Equipment and Services	TYMCO Regenerative Air Sweeper	\$352,531.34
Macqueen Equipment	Elgin Mechanical Broom Sweeper	\$344,351.25

After field-testing both sweeper models, staff is recommending the purchase of the TYMCO regenerative air street sweeper for the following reasons:

1. Staff is currently fully trained to operate the TYMCO regenerative air sweeper.
2. The TYMCO sweeper can be driven to the Twin Cities for routine maintenance while the Elgin sweeper will need to be transported by semi-truck which results in higher transit costs for the Elgin Sweeper.
3. It is anticipated that the TYMCO sweeper will have lower long-term maintenance costs over the life of the machine.

Attachments: Environmental Equipment & Services TYMCO Quote – State Contract S-843(5) #244545
Macqueen Equipment Elgin Quote – State Contract S-843(5) #190619

Environmental Equipment & Services Inc.
 27365 Zachary Avenue
 Elko, MN 55020

Office Phone: 952-461-3650
 Fax: 952-461-3689

Invoice

DATE	INVOICE #
1/17/2025	17437

BILL TO	SHIP TO
City of Redwood Falls PO Box 526 Redwood Falls, MN 56283-0526	City of Redwood Falls 1105 S. Mill Street Redwood Falls, MN 56283

State Contract Number	TERMS	DUE DATE	SHIP VIA	CUSTOMER P.O.
S-843(5), #244545	Due on receipt	1/17/2025	Hand Deliver	

Qty/Hrs	Item	Description	Unit Price	Amount
1	Sweeper	2024 TYMCO 500X mounted on a 2025 Freightliner M2-106 Chassis. Truck VIN: 3ALACXFC6SDVU5303 Sweeper SN: 202408SNH53507BAH Miles: 3,318 Blower Hours: 6	397,265.00	397,265.00T
-1	Trade Disc-Titled	Less Trade-In of 2015 Tymco 500X mounted on a 2016 Freightliner M2-106 Chassis Truck VIN: 1HTMMAAN9GH746659 Sweeper SN: 201507SNF53903BAH	67,500.00	-67,500.00T
1	Title & Reg.	Title & Registration Fees. Price includes delivery and spring factory training for up to 4 people at TYMCO in Waco, TX.	95.00	95.00

Thank you for your business!
 Call Suzanne if you have any questions or concerns (952) 461-3650. Special Orders are Subject to 20% Restocking Fee. Buyer hereby acknowledges that payment has been made for the parts / equipment received and such payment shall be considered a "contemporaneous exchange for new value" under the federal and state bankruptcy codes, regulations and statutes.

Sales Tax (6.875%)	\$22,671.34
Total	\$352,531.34
Balance Due	\$352,531.34



MACQUEEN™

MacQueen
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: CITY OF REDWOOD FALLS
PO BOX 526
REDWOOD FALLS MN 56283

Branch 01 - ST PAUL MN		
Date 11/20/2024	Time 14:35:43 (O)	Page 2
Account No REDWO002	Phone No 5076375755	Est No 00 Q03627
Ship Via	Purchase Order P.O.	
Tax ID No		
KEVIN FISCHER		Salesperson 128

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 05/29/2025	Amount
NON CONTRACT-SHEATH ALL HYD. LINES			4500
TOTAL			<u>\$322200</u>

Authorization: _____ Subtotal: 322200.00
Quote Total: 322200.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL
SHOP: PDI TAKE FILTER SET WITH ON DELIVERY & TRAIN

* PARTS:SEND FILTER SET WITH DELIVERY *
DELIVERY CONTACT:DARREL BOWERS, CELL 507-317-1890
C/O REDWOOD FALLS
1105 S. MILL ST.
REDWOOD FALLS, MN 56283

Sales Tax \$22,151.25
Total Price \$344,351.25
No Trade For EXISTING TYMCO

Meeting Date: February 4, 2025

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 12 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. 12 is a resolution of support for the State of Minnesota Capital Budget request for \$3,386,000.00 in 2025 general obligation bonds the Redwood Falls Municipal Airport runway, pavement, lighting and storm water improvements. In addition, a separate request for \$1,300,000.00 in 2025 general obligation bonds for the Swayback Bridge Rehabilitation Project is also being made.

Staff recommend approval of Resolution No. 12 in support of both submissions for Airport and Swayback Bridge rehabilitation funding. When two applications are made in the same year, Minnesota Management and Budget (MMB) requires that they are prioritized based on available funding.

The first submission is for \$3,386,000.00 to be used in conjunction with \$4,046,000.00 in federal airport improvement plan (AIP) funding to complete the entire scope of \$7,432,000.00. This project has been submitted in bonding years 2020 (Died due to COVID), 2022 (Money prioritized to post-Riot restoration) and 2024 (Bonding was not finished before end of session) and Staff recommends this project be ranked first.

The second submission is for \$1,300,000.00 in 2025 general obligation bonds for rehabilitating the Swayback Bridge. The bridge was re-decked in 2012-2014 and since has faced FEMA declared flood disasters of 2014, 2018 and 2019 in addition to two State declared disasters of 2017 and 2023. Since the County rehabilitation, the bridge has endured 5 major flood events over these past 10 years.

As a result, the Swayback project entails tuck pointing of all the 1938 WPA granite block, coffer dam diversion to tuck point and repair 9 piers, their abutments, pier cap replacement and to replace any missing granite block.

As stated, MMB requires Council's support and prioritization. This is a non-bonding year, but the hope is that some form of bonding bill is accomplished this session. Senator Dahms office asked for the bill language prior to the start of session. The Airport Project is currently SF 146, and the Swayback Bridge is waiting to be introduced. There are no house companion bills at this time, but Representative Torkelson is expected to author the bills in the house once they work out their differences.

Attachments: Resolution No. 12 of 2025

RESOLUTION NO. 12 OF 2025

**RESOLUTION OF SUPPORT FOR THE STATE OF MINNESOTA CAPITAL BUDGET
REQUEST FOR THE REDWOOD FALLS MUNICIPAL AIRPORT AND THE SWAYBACK
BRIDGE REHABILITATION PROJECTS**

WHEREAS, the City of Redwood Falls (“City”) is authorized to enter into an agreement with the State of Minnesota pursuant to Minnesota Statutes Section 412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, the Redwood Falls City Council has prioritized these projects as high priority; and

WHEREAS, the City is requesting \$3,386,000.00 in the form of State 2025 General Obligation Bond funds to be used in conjunction with up to \$4,046,000.00 in Federal Aviation Airport Improvement Plan funding to implement Airport runway 12/30 mill and overlay, apron and taxiway pavement improvements, runway lighting, PAPI, REIL replacements and storm water improvements; and

WHEREAS, the City is requesting \$1,300,000 in the form of State 2025 General Obligation Bond funds to be used for the rehabilitation of the National Historic Register Swayback Bridge; and

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

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

1. The Capital Budget Request for the projects outlined above is fully supported, approved, and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. As required by Minnesota Statute 16A.11, subd. 3a, the City Council assigns the following rank to each project based on priority order:
 1. Redwood Falls Municipal Airport Rehabilitation Project
 2. Redwood Falls Swayback Bridge Rehabilitation Project

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 4th day of February, 2025.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
4th day of February, 2025.

Notary Public

**SENATE
STATE OF MINNESOTA
NINETY-FOURTH SESSION**

S.F. No. 146

(SENATE AUTHORS: DAHMS)

DATE
01/16/2025

D-PG

Introduction and first reading
Referred to Capital Investment

OFFICIAL STATUS

1.1 A bill for an act
1.2 relating to capital investment; appropriating money for improvements at the
1.3 Redwood Falls Municipal Airport; authorizing the sale and issuance of state bonds.

1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.5 Section 1. **REDWOOD FALLS; MUNICIPAL AIRPORT.**

1.6 Subdivision 1. **Appropriation.** \$3,386,000 is appropriated from the bond proceeds fund
1.7 to the commissioner of transportation for a grant to the city of Redwood Falls to design,
1.8 construct, and equip improvements to the municipal airport. This appropriation includes
1.9 money for reconstruction of the Airport's Aircraft Parking Ramp and Parallel Taxiway to
1.10 Runways 12 and 30, Runways 12 and 30 mill and overlay, and installation of a stormwater
1.11 management system for future projects outlined in the Airport Layout Plan.

1.12 Subd. 2. **Bond sale.** To provide the money appropriated in this section from the bond
1.13 proceeds fund, the commissioner of management and budget shall sell and issue bonds of
1.14 the state in an amount up to \$3,386,000 in the manner, upon the terms, and with the effect
1.15 prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the Minnesota
1.16 Constitution, article XI, sections 4 to 7.

1.17 **EFFECTIVE DATE.** This section is effective the day following final enactment.

1.1 A bill for an act
1.2 relating to capital investment; appropriating money for bridge restoration in
1.3 Redwood Falls; authorizing the sale and issuance of state bonds.

1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.5 Section 1. **REDWOOD FALLS; PRESERVATION OF HISTORIC SWAYBACK**
1.6 **BRIDGE.**

1.7 Subdivision 1. **Appropriation.** \$1,300,000 is appropriated from the bond proceeds fund
1.8 to the commissioner of transportation for a grant to the city of Redwood Falls to design and
1.9 construct restoration of the historic WPA 1938 Swayback Bridge, Number 89859. This
1.10 appropriation includes money for cofferdam access stone replacement and tuckpointing
1.11 necessary to preserve and protect the granite and masonry exterior.

1.12 Subd. 2. **Bond sale.** To provide the money appropriated in this section from the bond
1.13 proceeds fund, the commissioner of management and budget shall sell and issue bonds of
1.14 the state in an amount up to \$1,300,000 in the manner, upon the terms, and with the effect
1.15 prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the Minnesota
1.16 Constitution, article XI, sections 4 to 7.

1.17 **EFFECTIVE DATE.** This section is effective the day following final enactment.

Council Meeting Date: February 4, 2025

Agenda Item: Resolution No. 13 of 2025 – Resolution Accepting Donation for Expansion related expenses.

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

Summary/Overview: Attached is Resolution 13 of 2025 accepting a donation from the Redwood Area Library Foundation. All are related to the expenses incurred due to the upcoming Expansion, and the removal of trees in the area of construction.

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

Attachments: Resolution No. 13 of 2025

RESOLUTION NO. 13 OF 2025
A RESOLUTION ACCEPTING DONATIONS TO THE CITY.

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

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

<u>Name of Donor</u>	<u>Amount</u>
Redwood Area Library Foundation	\$26,459.04

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

Terms or Conditions
Payment for expenses related to the Expansion Project. Included are Design processes from Engan Associates, Testing of ground/property, and removal of trees.

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 4th day of February 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
4^h day of February, 2025.

Notary Public

11/18/2024	Engan Associates	\$ 7,149.66	Schmatic Design 10%
12/3/2024	American Engineering Testing	\$ 5,690.00	soil boring testing
12/24/2024	Engan Associates	\$ 12,869.38	Design Development 25%
12/27/2024	Pabst Tree Moving Service	\$ 750.00	Removal of trees for construction
		\$ 26,459.04	
RALF amount due to City of Redwood Falls			

AGENDA MEMO

Meeting Date: February 4, 2025

Agenda Item: Proposed Resolution No.14 of 2025 – Approving State of Minnesota Joint Powers Agreement with the City of Redwood Falls on behalf of its Human Resources 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 Human Resources 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 Human Resources Department to obtain access and the limitations that apply to the information that the Human Resources Department obtains.

Attachment: Proposed Resolution No. 14 of 2025

RESOLUTION NO. 14 of 2025
RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENT WITH THE CITY OF REDWOOD FALLS ON BEHALF OF ITS
HUMAN RESOURCES DEPARTMENT

WHEREAS, the City of Redwood Falls, on behalf of its Human Resources 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 Human Resources Department, is hereby approved.
2. That Sheila Stage, HR Coordinator, or her successor, is designated the Authorized Representative for the Human Resources 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 4th day of February 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 – NCJMN0038
SWIFT Contract # 261992

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 Human Resources 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, § 299C.62, 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/bca-divisions/criminal-justice-information-services/background-checks/background-check-fees>. 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: Sheila Stage, HR Coordinator
Address: 333 Washington St
PO Box 526
Redwood Falls, MN 56283
Telephone: 507.616.7400
Email Address: sstage@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/EverifySubCertForm.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

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

Meeting Date: February 4, 2025

AGENDA RECOMMENDATION

Agenda Item: Request to Waive Sanitary Sewer Inflow & Infiltration (I&I) Surcharges

Recommendation/Action Requested: Council approval to waive I&I surcharges billed to Lot 2/ Block 10 Hitchcock's Second Addition, ID 88-423-1860.

Summary/Overview: There is a procedural issue with the I&I program where it began levying surcharges for failure to act to have the sewer line fixed within the 90 day period. The inspection was in August and surcharges were levied in October and November. The new owner of the property was unaware of the failure to act and called inquiring. At that point it was revealed that a non-compliance letter was missed, and the owner was not notified, post inspection. The letter levies noncompliance to the owner and outlines the 90-day timeline they have to meet ordinance requirements. This notification includes a list of licensed contractor contacts in which to assist in meeting compliance.

The new owner is requesting the two, \$100 surcharges totaling \$200.00 be removed from billing, as they were not properly notified of non-compliance, post inspection.

Given the owner's timely cooperation and securing of a contractor, Staff advocates that there is a hardship and recommends waiving the I&I surcharges.

Attachments: Current Notification Letter Template



333 South Washington Street, PO Box 526
Redwood Falls, MN 56283-0526
Phone: 507-616-7400
jdoering@ci.redwood-falls.mn.us

December 4, 2024

«Owner_Name»
«Mailing_Address»
«Mailing_Owner_City_State_Zip»

Parcel Number: «Parcel_» -- Property located at «Parcel_Address»

NOTICE OF VIOLATION (NOV): City Code of Ordinances, Section 3.40 Rules & Regulations Relating to Sewerage Use
City Code of Ordinances, Section 3.50 Discharge of Prohibited Clearwater Drainage &

RE: Inflow & Infiltration Reduction Program. Sump Pump Inspection and/or Sanitary Sewer Inspection.

Dear «Owner_Name»:

Your **sump pump and/or sanitary sewer connection** was inspected and found non-compliant. Per Redwood Falls City Code, Sections 3.50 and Section 3.40, you have 90 days to rectify the defective systems. Due to the winter period, the start of the 90-day compliance period is suspended until May 1, 2025.

A copy of the inspection report is included with this letter. In addition, you may obtain an electronic copy of your video inspection; please notify City Hall to request that the video be downloaded to a USB flash drive for you to pick up.

Action Required By You, The Owner:

1. Rectify the defective systems by calling your local licensed plumber or pipelayer and having it serviced or replaced.
2. Once your system is fixed, please have your licensed plumber or pipelayer sign the enclosed affidavit, provide photos or video of the repair process and final installation, and provide copies to City Hall for proof of compliance.
3. If the non-compliant system is not rectified in 90 days, another NOV will be sent to you, the property owner and a subsequent surcharge of \$100 per month will be billed until a passing inspection is scheduled and an affidavit submitted.
4. If a licensed provider cannot provide service within 90 days, the owner is required to notify the City immediately and provide an updated service schedule to be completed that calendar year.
5. For monetary assistance, with this NOV you can apply for a low-interest loan of 3% to be assessed to your property and paid as part of your tax payments over ten years. Those seeking assistance for the maximum loan amount of \$5,000 should bring the following to the Financed Department located at City Hall: a copy of this notice, a signed affidavit certifying the completion of the required repairs from a licensed service provider, and an invoice for the repairs.

Once proof of compliance is determined, a letter of compliance will be issued by the City, valid for ten years and transfers with the parcel in the event it is sold.

Over the next few years, every commercial and residential property within city limits will be subject to inspection.

To learn more about the City sanitary sewer I&I Reduction Program, please visit:

<https://www.isginc.com/portfolio/rwfreductionprogram>

If you have any questions on the repair process, please contact **Jim Doering, Public Works Project Coordinator, at 507-616-7400.**

The City appreciates your cooperation and compliance with this ordinance.

Sincerely,
Jim Doering, Public Works Project Coordinator
Enclosure: Compliance Affidavit & Inspection Report