



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
DECEMBER 16, 2025 – 6:00 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. December 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 2026 Business License Renewal Applications
 - B. Approve Purchase of Toro Groundsmaster 4000-D Mower
7. **Scheduled Public Hearings**
 - A. 2026 Final Levy, Payments in Lieu of Taxes and Final Budget – Resolutions #84, 85, & 86
8. **Old Business**
9. **Regular Agenda**
 - A. Variance Request – 809 E Bridge Street
 - B. Materials Bid for 2026 Underground Electric Distribution Conversion Project – Res. #87
 - C. Engineering Master Services Agreement – Resolution #88
 - D. 2026 Rates for Purchased Power Avoidance Cost – Resolution #89
 - E. Accept Farmers Union Industries Donation to Police Department – Resolution #90
 - F. Animal Services Agreement – Resolution #91
 - G. 80' x 80' Airport Hangar Project – Change Order #1
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, DECEMBER 2, 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, December 2, 2025, at 5:00 p.m.

Roll call indicated Council Members Matt Smith, Denise Kerkhoff, Larry Arentson, and Shannon Guetter were present, constituting a quorum. Council Member Jim Sandgren was absent.

Mayor Tom Quackenbush attended via electronic means.

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

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 Guetter to approve the November 18, 2025, minutes as presented. Motion passed by unanimous vote.

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

1. 2026 Business License Applications

Motion passed by unanimous vote.

Human Resources Coordinator Sheila Stage was present to introduce the Minnesota Paid Leave Policy.

Ms. Stage stated Minnesota's paid family and medical leave program, set to take effect on January 1, 2026, will provide up to 12 weeks of paid leave for medical or family reasons, or a combined total of up to 20 weeks per year. The program is funded by the City and the employees through payroll contributions. The City is a participant in Minnesota's Paid Leave program through an approved private insurance carrier Madison National Life Insurance. The premium cost will be split between the City at 50% of the required premium and the employees will pay the other 50% of the cost through payroll deductions. Minnesota Paid Leave (MNPL) provides partial wage replacement and job protection for qualifying leave events.

Ms. Stage stated all employees who meet paid family medical leave eligibility criteria may apply for paid family or medical leave through this private insurance carrier. Employees can use this leave for their own serious health condition, bonding with a new child, caring for a family member with a serious health condition, or for certain situations related to domestic violence, sexual assault, or military deployment. Staff developed this policy using a sample policy from the League of MN Cities and followed the Minnesota Department of Labor information and Minnesota Statute for MN Paid Family and Medical Leave Section 268B, signed in 2023, effective January 1, 2026.

A motion was made by Council Member Kerkhoff and seconded by Council Member Guetter to approve the Minnesota Paid Leave Policy. Motion passed by unanimous vote.

Parks & Recreation Director Ross Nachreiner was present to introduce the RACC Roof Replacement Project and Authorization to Bid.

Mr. Nachreiner stated on Tuesday, August 19, 2025, Council approved Task Order 2025-6 by Resolution No. 51 of 2025 with Bolton & Menk Inc. The scope of services for Task Order 2025-6 included developing plans and specifications, soliciting bids, and developing an award recommendation for the roof replacement project at the RACC.

Mr. Nachreiner stated Bolton & Menk Inc. developed the plans and specs for the roof replacement that will meet or exceed industry standards. Bid period will open December 5th, 2025, with the bids being opened on January 12th, 2026. We will then plan to award the bid (if authorized by both City of Redwood Falls and the Redwood Area School District) on January 30th, 2026. The roof replacement schedule will begin on or around May 1st, 2026, with a substantial completion date of August 3rd, 2026.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the RACC Roof Replacement Project and Authorization to Bid. Motion passed by unanimous vote.

Police Chief Jason Cotner was present to introduce the Schedule Anywhere Contract Proposal.

Chief Cotner stated the current program used by City departments for payroll and scheduling is Time and Attendance. This program has been in use for several years, however, the scheduling portion of the Time and Attendance program has not been effective for scheduling a 24/7 operation like the Police Department. The problems with the Time and Attendance schedule program came to a head in September of 2025 when Police Chief Cotner began building the 2026 schedule. Errors within the system would not allow the schedule to be made for staff members. The issue was brought to the attention of Staff at City Hall, who immediately began working with the Time and Attendance staff. By November of 2025 the problem was still not resolved, and only work-around solutions were offered.

Chief Cotner stated in an effort to find a program that is specifically designed for 24/7 operations, including law enforcement operations, a meeting was scheduled with Schedule Anywhere. They provided a contract proposal for the software program. The first-year cost of the program is \$1,839.00 which includes implementation costs. The subsequent annual cost of the program is listed at \$1,296.00. These costs represent discounts if the City commits to a three-year contract with the company.

Chief Cotner stated the scheduling portion of the current software has an annual cost of \$6,800. With this change, the City will be saving approximately \$5,500 a year. At this time, the Time and Attendance program is paid through the City's IT budget, however, Schedule Anywhere will be paid out of the RFPD budget. The implementation of the Schedule Anywhere software will result in unbudgeted expenses on the police department's 2025 budget but will be built into future budgets.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve the Schedule Anywhere Contract Proposal. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 80 of 2025 – Resolution Establishing Rates for Municipal Electric Utilities.

Ms. Klages stated every year, DGR updates the overall cash flow projections and proposes any necessary rate changes. The proposed rates have been developed to provide an overall increase in revenues of 2%. Staff recommend approval of the proposed 2026 electric rates.

A motion was made by Council Member Guetter and seconded by Council Member Smith to waive the reading of Resolution No. 80 of 2025 – Resolution Establishing Rates for Municipal Electric Utilities. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 80 of 2025 – Resolution Establishing Rates for Municipal Electric Utilities. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 81 of 2025 – Resolution Adjusting Water, Sanitary Sewer, and Storm Sewer Service Charges.

Ms. Klages stated staff worked with consultants at Waterworth to update the overall cash flow projections and determine proposed rate adjustments for water, sanitary sewer, and storm sewer utilities. Like last year, the proposed rates have been developed to continue the focus on the need to increase base charges to keep up with the cost of infrastructure replacement, as well as reviewing billing equity between various customer classes (commercial versus residential).

Ms. Klages stated the proposed water rates provide an increase of 4% per 100 cubic feet sold, increase the residential infrastructure replacement charge by \$.75, and increase the commercial infrastructure replacement charge by \$2.50. The sanitary sewer rates have been developed to provide an increase of 10% per 100 cubic feet used, increase the residential infrastructure replacement charge by \$3.00, and increase the commercial infrastructure replacement charge by \$6.00. The storm sewer rates have been developed to provide an increase of 3% per infrastructure replacement charge. Staff recommend approval of the proposed 2026 rates.

A motion was made by Council Member Guetter and seconded by Council Member Smith to waive the reading of Resolution No. 81 of 2025 – Resolution Adjusting Water, Sanitary Sewer, and Storm Sewer Service Charges. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve Resolution No. 81 of 2025 – Resolution Adjusting Water, Sanitary Sewer, and Storm Sewer Service Charges. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 82 of 2025 – Resolution Setting Fee Schedule for 2026.

Ms. Klages stated City Staff reviewed the proposed fee schedule. Proposed changes to the 2026 Fee Schedule are indicated in red, fees in purple are set by City Resolution or City Ordinance, and the fees in blue are set or limited by State Statute. Staff recommend approval of the proposed 2026 Fee Schedule.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 82 of 2025 – Resolution Setting Fee Schedule for 2026. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Guetter to approve Resolution No. 82 of 2025 – Resolution Setting Fee Schedule for 2026. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 83 of 2025 – Resolution Supporting Grant Application, Grant Acceptance and Project Approval for Pavement Maintenance for Hangar Taxi Lanes.

Mr. Doering stated Resolution No. 83 authorizes the MNDOT Aeronautics Hangar and Taxi Lanes Pavement Maintenance Grant Application/Acceptance and project development and approves the quote from Pearson Brothers Inc. in the amount of \$66,592.50 to complete the project. MNDOT Aeronautics provided a 2026 Capital Grant Offer of up to \$150,000.00 on October 17, 2025, and requested a response by November 14, if the Airport was interested in securing the available grant dollars. The grant offer was based off the submitted Airport Capital Improvement Plan. This grant is a 70/30 grant where the local share is 30% of the project costs. MNDOT will cover \$46,614.40 with the local share being \$19,978.10. Funding for the unbudgeted local share would be sourced from the Airport Projects fund.

Mr. Doering stated based on the quotes and airport project budget, Staff reported to MNDOT Aeronautics the City's interest in the grant in order to meet the initial inquiry deadline on November 14. Approval of Resolution 83 by Council is the next step in securing the funds and commissioning the project for 2026. Staff recommend approval of the grant application, grant acceptance, and subsequent low quote approval from Pearson Brothers Inc. A second quote from MR Paving was also received, which was slightly higher.

A motion was made by Council Member Guetter and seconded by Council Member Smith to waive the reading of Resolution No. 83 of 2025 – Resolution Supporting Grant Application, Grant Acceptance and Project Approval for Pavement Maintenance for Hangar Taxi Lanes. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 83 of 2025 – Resolution Supporting Grant Application, Grant Acceptance and Project Approval for Pavement Maintenance for Hangar Taxi Lanes. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced the 4th Street Improvements – Final Pay Application.

Mr. Doering stated Staff recommend for approval Final Pay Application No. 17 (4th Street Improvements) for \$155,631.51 with check disbursement contingent upon receipt and execution of the original copies of the required close out documents. The final contract price totals \$3,112,630.23. The substantial completion of the project was July 7, 2025. Approval sets the two-year warranty period to July 7, 2027, which by contract is two years from substantial completion.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the 4th Street Improvements – Final Pay Application. Motion passed by unanimous vote.

Council Member Arentson requested an update from staff on how the first snow removal event of the season went for the Street Department.

City Administrator Muetzel stated the extended duration of the snowfall, and the timing of a weekend snow event is always challenging. The most significant issues come from vehicles being parked on the street. When vehicles are left on the street it slows down the snow removal process. Residents are reminded to move vehicles off the street during snowfalls for a cleaner and more efficient snow removal process.

Public Works Project Coordinator Jim Doering stated the steps, and temporary railings were installed at the walking bridge located at the end of Sunrise Boulevard over the ditch connecting the Sunrise neighborhood with the elementary school site.

Public Works Project Coordinator Jim Doering stated the Senate Bonding Committee made a stop in Redwood Falls today, Tuesday, December 2 to allow the City and the MN Valley Rail Authority to meet with the Committee. Mr. Doering presented to the committee on behalf of the City of Redwood Falls for bond proceeds for S.F. No. 146 and S.F. No. 884. The City is requesting \$3,386,000 in bond proceeds for installation of a stormwater management system at the Airport and reconstruction of the Airport's Aircraft Parking Ramp and Parallel Taxiway. The City is also requesting \$1,300,000 in bond proceeds for necessary repairs on the WPA 1938 Swayback Bridge from five flood disasters since 2013.

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 Kerkhoff and seconded by Council Member Smith to adjourn the meeting at 5:33 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

AGENDA RECOMMENDATION

Meeting Date: December 16, 2025

Agenda Item: Business License Renewal Applications

Recommendation/Action Requested: The following establishments have completed the necessary application process for a **2026** license. Therefore, it is recommended that City Council approve the issuance of the following licenses contingent on receiving the updated 2026 certificates of liability insurance as needed:

ON SALE LIQUOR:

- Bridge Street Cuisine, Inc. dba The Falls Café

ON SALE SUNDAY LIQUOR:

- Bridge Street Cuisine, Inc. dba The Falls Café

THERAPEUTIC MASSAGE:

- Redwood Chiropractic – Richard Van Derveer

Meeting Date: December 16, 2025

AGENDA RECOMMENDATION

Agenda Item: Toro Groundsmaster 4000-D

Recommendation/Action Requested: Staff recommends approval of the mower trade from MTI Distributing in the amount of \$76,598.00, which is with trade in.

Summary/Overview: The 2026 operating budget includes \$88,598.00 to replace a 2015 John Deere 1600. Currently, this mower is used by the Park Dept. The trade in is valued at \$12,000.

Staff is proposing to trade the current 2015 JD 1600 with MTI Distributing.

Attachments: MTI Distributing quote.



MTI Distributing
 Equipment Quote
 December 4, 2025



City of Redwood Falls
 Darrin Hacker

Quote Expiration Date: 1/3/2026

MN State Contract 243333

| Qty | Model Number | Description | Quote Price Each | Quote Price Extended |
|--------------------|--------------|--|------------------|----------------------|
| 1 | 30609 | Toro Groundsmaster 4000-D (T4) | \$87,269.52 | \$87,269.52 |
| 1 | 31522 | 4WD Flow Divider Kit | \$518.70 | \$518.70 |
| 6 | SSF | Standard Set Up Fee @ \$135/hr | \$135.00 | \$810.00 |
| | | Trade In | | |
| 1 | JD1600 | John Deere Rotary 1TC1600TCFF300113 Hours 1880 | -\$12,000.00 | -\$12,000.00 |
| Equipment Subtotal | | | | \$88,598.22 |
| Trade In | | | | -\$12,000.00 |
| Subtotal | | | | \$76,598.22 |
| Sales Tax Exempt | | | | \$0.00 |
| Total | | | | \$76,598.22 |

Quote is valid for 30 days; pending product availability
 **MN State Contract 243333 is only valid until 1-31-26
 Net 30 Terms with qualified credit
 New Toro commercial equipment comes with a two-year manufacturer warranty
 Equipment delivery at no additional charge
 All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Andy Keyes
 Commercial Sales Rep
 612-456-0709

Scott Esterby
 Inside Sales Rep
 763-592-5641

MTI Distributing, Inc. • 4830 Azelia Ave N • Brooklyn Center, MN



Kari Klages
Finance Director
City of Redwood Falls
Phone: 507-616-7400
Fax: 507-637-2417

kklages@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: December 16, 2025

Agenda Item: Enabling 2026 Tax Levy, Payments in Lieu of Taxes, and Final Budget

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

Summary/Overview: State law requires local units of government to adopt and certify their final 2026 property tax levies and budgets to the county auditor by December 28, 2025. The 2026 preliminary levy and budget were approved on September 16, 2025, and included a tax levy increase of 7.6%. The proposed final levy and budget has dropped the preliminary increase by 0.5% with a final proposed levy increase of 7.1%.

Attachments: Resolution No. 84 of 2025 – Approving 2026 Property Tax Levy
Resolution No. 85 of 2025 – Approving 2026 PILOT
Resolution No. 86 of 2025 – Approving 2026 Final Budget

RESOLUTION NO. 84 OF 2025
RESOLUTION LEVYING AD VALOREM TAXES
FOR THE YEAR 2026
FOR THE CITY OF REDWOOD FALLS

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

That the following be levied for Ad Valorem taxes for the year 2026 for the following purposes as shown:

General Tax Levy

| | |
|------------------------------|----------------------------|
| General | \$ 3,082,761 |
| Library | \$ 520,263 |
| Port Authority | \$ 91,628 |
| Subtotal General Levy | <u>\$ 3,694,652</u> |

Debt Service:

| | |
|------------------------------|--------------------------|
| 2021A Fire Equipment Bonds | \$ 143,819 |
| 2022A Drew Street Bonds | \$ 146,685 |
| Subtotal Debt Service | <u>\$ 290,504</u> |

Abatements:

| | |
|---|-------------------------|
| Garnette Gardens Tax Abatements | \$ 6,000 |
| Redwood Property Holdings Tax Abatement | \$ 40,000 |
| Snug as a Bug Childcare Abatement | \$ 8,196 |
| Subtotal Abatements | <u>\$ 54,196</u> |

TOTAL PROPOSED 2026 TAX LEVY **\$ 4,039,352**

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 16th day of December 2025.

ATTEST:

Keith T. Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public

RESOLUTION NO. 85 OF 2025

RESOLUTION APPROVING 2026 PAYMENTS IN LIEU OF TAXES

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

That the 2026 Final Payments in Lieu of Taxes as shown below are approved.

| | 2026 <u>PILOT's</u> |
|------------------|--------------------------------|
| Electric Utility | \$ 425,153 |
| Water Utility | \$ 103,811 |
| Sanitary Sewer | \$ 75,832 |
| Storm Sewer | \$ 22,223 |
| Liquor | <u>\$ 120,000</u> |
| | \$ 747,019 |

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 16th day of December 2025.

ATTEST:

Keith T. Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public

RESOLUTION NO. 86 OF 2025

RESOLUTION APPROVING 2026 FINAL BUDGETS

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

That the 2026 Final Budgets as shown below are approved.

| | <u>Revenues</u> | <u>Expenditures</u> |
|---------------------------------|----------------------|----------------------|
| General Fund | \$ 8,072,940 | \$ 8,072,940 |
| Library | \$ 585,208 | \$ 585,208 |
| Airport | \$ 386,812 | \$ 372,848 |
| Park Development | \$ 250 | \$ - |
| Fire Equipment | \$ 212,176 | \$ 138,020 |
| Port Authority | \$ 145,628 | \$ 108,410 |
| Revolving Loan | \$ 8,500 | \$ 3,550 |
| Downtown Loan Program | \$ 2,750 | \$ 10 |
| Community Development | \$ 94,936 | \$ 70,871 |
| TIF#10-1 Runnings Redevelopment | \$ 64,891 | \$ 16,132 |
| Drew Street GO Bond 2022A | \$ 146,685 | \$ 146,100 |
| G.O. PIR Fund Bonds | \$ 20,000 | \$ 28,163 |
| Airport Capital Improvements | \$ 455,567 | \$ 470,646 |
| Capital Projects | \$ 9,307,593 | \$ 9,608,487 |
| Water Utility | \$ 2,136,471 | \$ 2,249,531 |
| Sanitary Sewer Utility | \$ 1,592,791 | \$ 1,860,572 |
| Storm Sewer Utility | \$ 485,859 | \$ 537,690 |
| Electric Utility | \$ 8,216,539 | \$ 9,617,148 |
| Liquor | \$ 2,828,000 | \$ 2,829,203 |
| Central Garage | \$ 949,409 | \$ 1,188,006 |
| Self Insurance | \$ 1,462,724 | \$ 1,461,434 |
| | <u>\$ 37,175,727</u> | <u>\$ 39,364,968</u> |

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 16th day of December 2025.

ATTEST:

Keith T. Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



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: December 16, 2025

Agenda Item: Variance Request at 809 E. Bridge Street, Parcel #88-867-0980.

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

Summary/Overview:

The City is proposing a variance to reduce the required setback on the north side of the property at 809 E Bridge St, Parcel #88-867-0980 from 30' to 5'.

The City received an inquiry from Pat and Nancy Hansen on 10/28/2025 for a variance to reduce the setback on the north side of the property from 30' to 5' so that an addition to the building could be constructed on the Northeast corner of the building. The Hanson's intend the addition to serve as a garage for storage of grounds maintenance and snow removal equipment.

The current building is considered legal nonconforming. It currently sits approximately 5' from the property line. Other legal nonconforming buildings in the area also sit approximately 5' from the property line. The addition would be no more nonconforming than the existing building or other buildings in the area.

A second site for the garage that was looked at was the area on the northeast corner of the property. However, due to the dead end right of way running along the North side of the property that is used by the city for storage of snow, that option is not feasible.

Following the Hansen's request, staff reviewed the property and determined that the area of the intended addition would be the best fit as it would not have an impact on the surrounding buildings and would put the area to good use. The current building is approximately 5' from the right of way and the addition would continue off the current building and extend to the east. Additionally, keeping the grounds maintenance and snow removal equipment in the storage addition would be a benefit as it would be kept out of public view.

Planning Commission and staff recommends approval of the variance request.



LAND USE APPLICATION

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

SITE INFORMATION

| | |
|---|--------------------------------------|
| Site Address 809 East Bridge Street | |
| Parcel ID# 888670980 | Current Zoning Designation B2 |
| Current Property Use Office building for Thrivent | |
| Proposed Property Use Storage for landscape and snow removal equipment | |

PROPERTY OWNER INFORMATION

| | |
|---------------------------------------|---------------------------|
| Name PAN Buggy Bathe LLC | Phone 507-637-8139 |
| Address 809 East Bridge Street | |

APPLICANT INFORMATION

| | |
|---|--------------------------------------|
| Applicant/ Company Name Pat and Nancy Hansen | Phone 507-430-0979 |
| Contact Person Pat Hansen | Email pat.hansen@thrivent.com |
| Address 809 East Bridge Street | |

TYPE OF REQUEST

| | | | |
|--|----------|--|----------|
| <input checked="" type="checkbox"/> Variance | \$500.00 | <input type="checkbox"/> Vacate Easement or Right of Way | \$500.00 |
| <input type="checkbox"/> Conditional Use | \$500.00 | <input type="checkbox"/> Zoning Amendment | \$500.00 |
| <input type="checkbox"/> Interim Use | \$500.00 | <input type="checkbox"/> Planned Unit Development | \$500.00 |
| <input type="checkbox"/> Minor Subdivision | \$250.00 | <input type="checkbox"/> Zoning Letter/ Certificate | \$50.00 |
| <input type="checkbox"/> Preliminary Plat | \$500.00 | <input type="checkbox"/> Appeal | \$500.00 |
| <input type="checkbox"/> Final Plat | \$500.00 | <input type="checkbox"/> Other | |

DESCRIPTION OF REQUEST

Reduce rear yard setback from 30 feet to 5 feet.

*** A separate detailed narrative of the project may be required to fully describe request. See Submittal Requirements**

FILING AND INFORMATION REQUIREMENTS

The City requests that you make a pre-application meeting with the Zoning Administrator to discuss the application process, requirements, and deadlines. Additional items may be requested to help provide details and clarifications to the Planning Commission and City Council to make a decision on the request.

COMPLETE/ INCOMPLETE APPLICATIONS

An incomplete application will delay the processing of land use requests. The application approval time commences and an application is considered officially filed when the City Planner has received and examined the application and determined that the application is complete. A decision on whether the application is complete or incomplete shall be made within fifteen (15) working days following the submittal of the application. When the application is deemed to be "complete" it shall be placed on the agenda of the first possible Planning Commission meeting provided that all required public notices have been sent and published.

PAYMENT OF FEES

Land use application fees for the type of request are attached to this application and must be paid to the City before an application is found to be complete. In addition to the application fees, the City retains engineering, legal, planning and other consultants who may be involved in the application review process and attend Planning Commission and City Council meetings for a particular application. All costs resulting from the review of the application by the City and its consultants, including but not limited to engineering, legal, and planning must be paid by the applicant. The City may withhold final action on a land use application, withhold building permits, and/or rescind prior action until all miscellaneous fees have been paid. The City will notify the applicant of these fees before the expenses are incurred.

NOTICE OF MEETING ATTENDANCE

In order for the Planning Commission and the City Council to consider any application, the applicant or a designated representative must be present at the both scheduled meetings. If not, the matter may be tabled until the next available agenda.

AGENDA DEADLINE

The deadline for submittal of land use applications is the **20th of the month** to get on the next month regular scheduled meeting. There are no exceptions to this deadline. Failure to submit all application materials by the deadline date may delay the review process. The Planning Commission regular scheduled meeting is on the second Tuesday of each month at 5:15 PM in the City Council Chambers at City Hall. The City Council regularly meets on the first and third Tuesday of each month at 5:00 PM in the City Council Chambers at City Hall.

ACKNOWLEDGEMENT & SIGNATURE

I hereby apply for zoning approval and certify the information herein is complete and accurate; that the work will be in conformance with the ordinances and codes of the City of Redwood Falls; that I understand that this is not a permit but only an application for zoning approval, and work will not start until zoning approval and all other applicable permits are issued and all work will be in accordance with the approved plan and permits.

I acknowledge that I have read all of the information listed in the Redwood Falls Land Use Application and fully understand that I am responsible for all costs, including any consultant fees, incurred by the City related to the processing and review of this application. If additional fees are required to cover costs incurred by the City, the City Administrator has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees.

| | |
|---|------------------------|
| Applicant Signature <i>Patrick T. Hansen</i> | Date <i>11-19-2025</i> |
| Property Owner Signature <i>Patrick T. Hansen</i> | Date <i>11-19-2025</i> |

FOR OFFICE USE ONLY

| | | | |
|--|------|-----------------|--|
| <input type="checkbox"/> Application Received | Date | Application Fee | |
| <input type="checkbox"/> Full Required Submittals Received | Date | Other | |
| | | Other | |
| Notes | | Total | |

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.

Right now I have very little storage for exterior ground maintenance equipment and snow removal equipment. This storage would allow me to store my equipment out of view of the public and also prevent weather damage

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

Yes, it allows me to store my maintenance equipment on site.

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

Yes and no we have never had adequate storage space on site for my ground maintenance equipment.

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

No, because other businesses on Bridge Street over the years have added to the size of their buildings.

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

No, lack of storage space on site for my equipment is the problem.

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

Yes, it would be more economical for me to have storage space on site then having to store everything off site,



BUILDING PERMIT APPLICATION

333 S. Washington Street · PO Box 526 · Redwood Falls, MN 56283
 Office: 507-616-7400 · Fax: 507-637-2417
 inspections@ci.redwood-falls.mn.us

| PROPERTY INFORMATION | |
|----------------------|-------------------------|
| Property Address | 509 Bridge St. R.W.F. E |
| Property Owner | Pat, Nancy, Hanson |
| Email Address | Phone |

| APPLICANT/ CONTRACTOR INFORMATION | |
|--|--|
| Applicant Type: | <input type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Contractor; License # <u>BC77761</u> |
| Was this structure constructed before 1978? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No EPA Lead Cert # |
| <input type="checkbox"/> Does Not Apply (Explain): | |
| Applicant/ Company Name | Gallish Const. LLC |
| Address | 6917 County Rd. 1 R.W.F. |
| Email Address | tgallish04@yahoo.com |
| Phone | 507-829-6771 |
| Plumber | Lic # |
| Mechanical | Bond # |
| Other | Lic # |

| PROJECT TYPE | CONSTRUCTION TYPE | WORK TYPE | |
|---|--|---|--|
| <input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input checked="" type="checkbox"/> Commercial | <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Addition <input type="checkbox"/> Alteration <input type="checkbox"/> Replacement <input type="checkbox"/> Other | <input type="checkbox"/> Addition <input type="checkbox"/> 3 Season Perch <input type="checkbox"/> Deck <input type="checkbox"/> Roofing <input type="checkbox"/> Siding <input type="checkbox"/> Windows/ Doors <input type="checkbox"/> Fence | <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Shed <input type="checkbox"/> Interior Finish <input type="checkbox"/> Fire Sprinkler <input type="checkbox"/> Fire Alarm <input type="checkbox"/> Plumbing <input type="checkbox"/> Other |
| Length: | Width: | Height: | |
| Total Square Feet: | | Estimated Cost of Construction (including materials & labor) \$ <u>35,000</u> | |

Description of Work: Add 2-car Garage To existing Building

APPLICATION - NOT A VALID PERMIT UNTIL PROCESSED

I hereby apply for a building permit and I acknowledge that the information provided above and on the submitted site plan is complete and accurate and that all work will be in conformance with the approved plan and the ordinances and codes of the City of Redwood Falls and with the Minnesota State Building Codes. The person doing the work authorized by a permit shall provide notification that the work is ready for inspection and shall provide access to and means for inspection of the work.

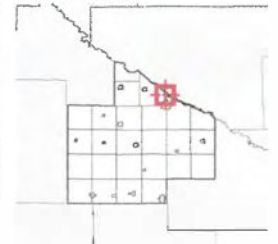
I understand this is not a permit but only an application for a permit and work is not to start without a permit

| | |
|------------------------------------|------------------------|
| Applicant Signature <u>Ty Gall</u> | Date <u>10/28/2015</u> |
|------------------------------------|------------------------|









| | | |
|----------------------------|--|---------------------------------------|
| Proposed Occupancy Class: | <input type="checkbox"/> Building Permit | <input type="checkbox"/> Water Access |
| Construction Type: | <input type="checkbox"/> Zoning Permit | <input type="checkbox"/> Sewer Access |
| Automatic Sprinkler (Y/N): | <input type="checkbox"/> Plan Review | <input type="checkbox"/> URD Payment |



Overview



Legend

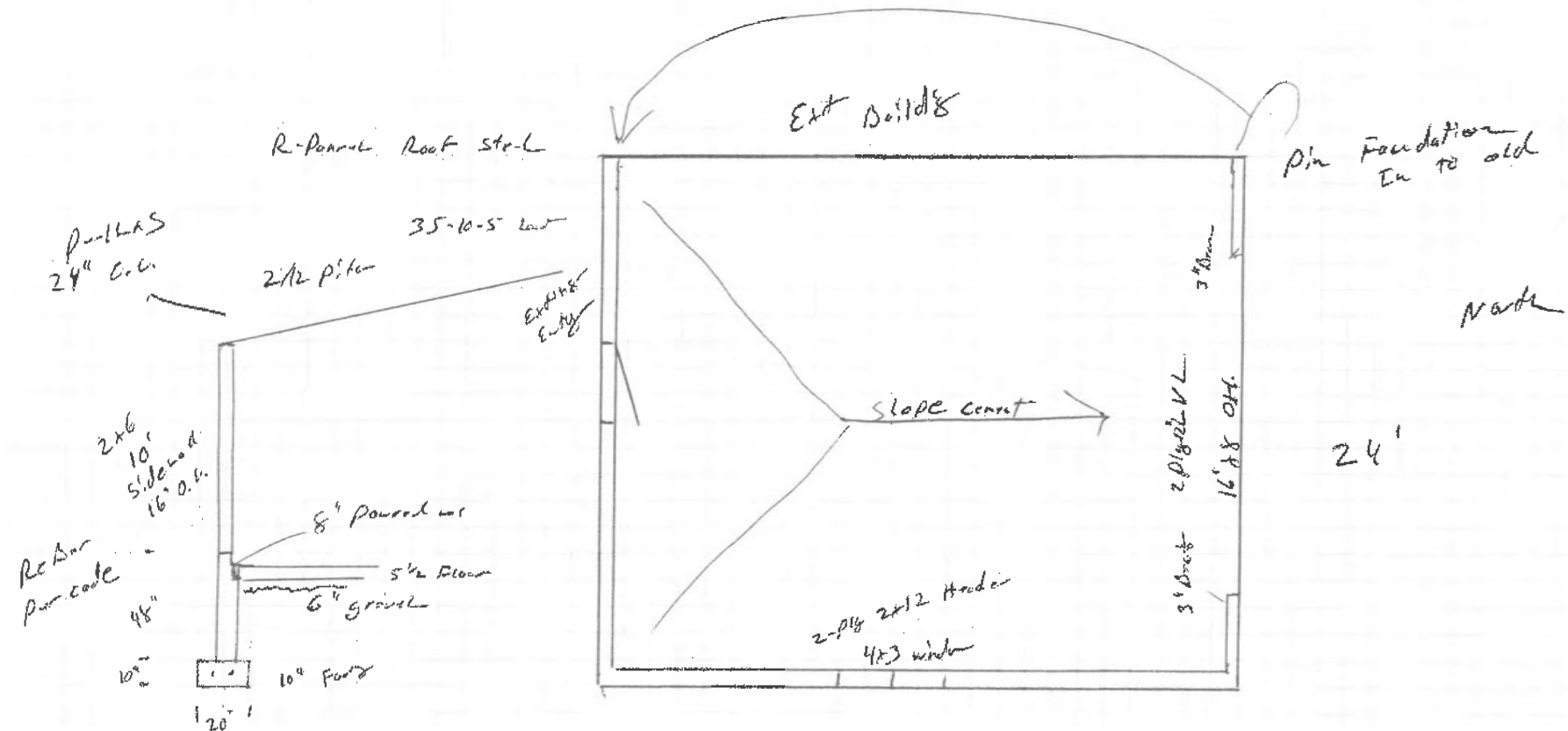
-  Municipal Boundaries
-  Surrounding Counties
-  Townships
-  Parcels
- Major Roads**
-  State/Federal
-  County
-  County/Twp/City
-  Minor Roads

| | | | | | |
|------------------------------|---|---------------------|---------------|----------------------|-----------------------------|
| Parcel ID | 88-867-0980 | Alternate ID | n/a | Owner Address | PAN BUGGY BATHE LLC |
| Sec/Twp/Rng | 0-0-0 | Class | COMM LAND/BLD | | 809 E BRIDGE ST |
| Property Address | 809 BRIDGE ST RWF E | Acreage | n/a | | REDWOOD FALLS MN 56283-2351 |
| | REDWOOD FALLS | | | | |
| District | n/a | | | | |
| Brief Tax Description | LOTS 7, 8 & W1/2 LOT 9, EX THAT PT S & W OF FOLLOWING DESCRIBED LINE WHICH IS ALSO CTR LN OF 8" CONCRETE BLK WALL; BEG ON S LN LOT 8 64.62' E OF SW COR LOT 7, TH N 49.46'; W .67'; N 42.28'; W 9.33'; N 4'; W 8'; N 24.21' TO N LN LOT 7 | | | | |
| | <i>(Note: Not to be used on legal documents)</i> | | | | |

Date created: 10/28/2025
 Last Data Uploaded: 10/27/2025 9:30:45 PM

Developed by  **SCHNEIDER**
 GEOSPATIAL

N



Name _____ Date _____
 Address _____
 City/State/Zip _____
 Phone _____

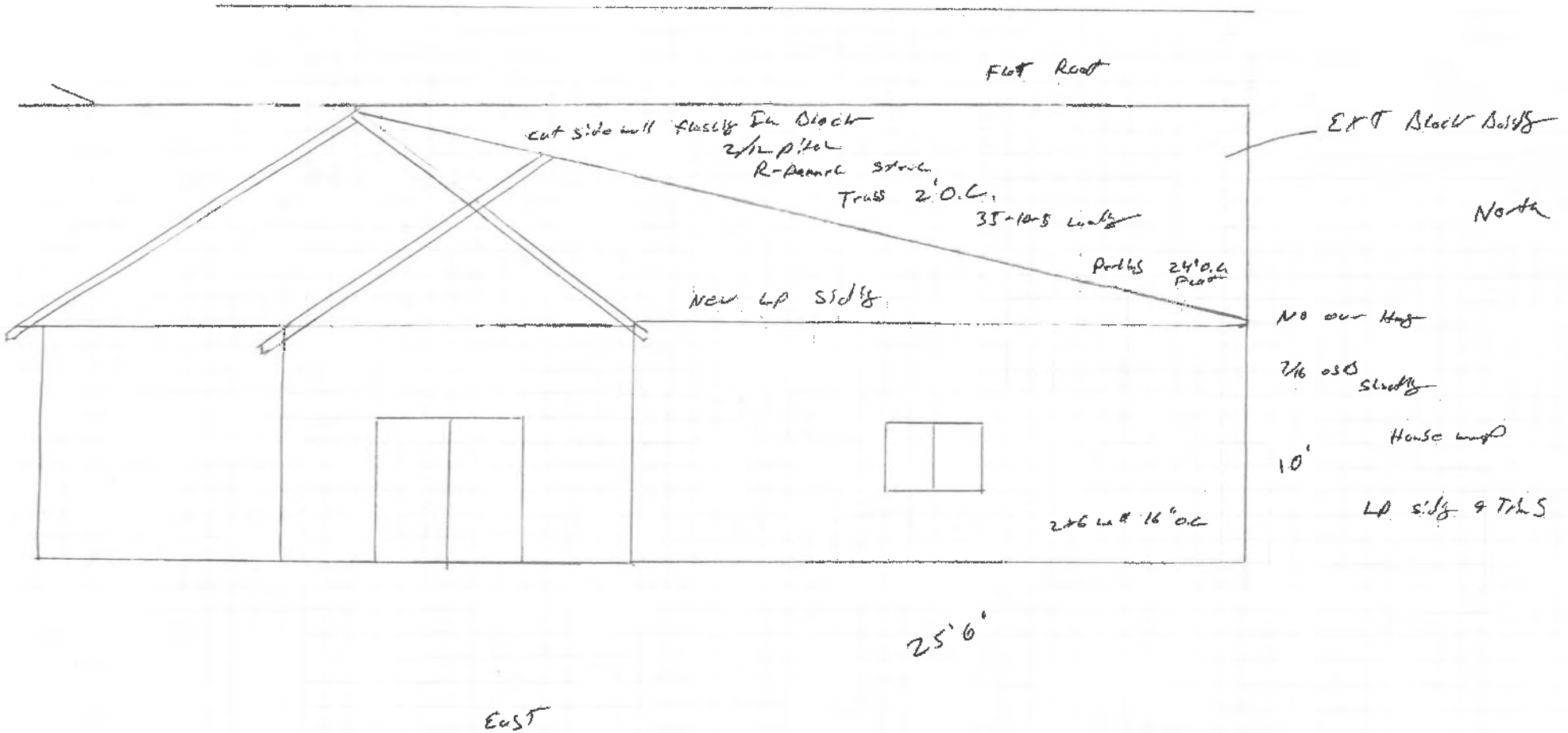
Project Name _____
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151 Birch Avenue ~ Hector, MN 55342
 Toll Free 800-750-4689
 320-848-2241 ~ Fax 320-848-2486
 MN Lic 20040166

Drawn by _____
 Date _____
 Scale _____

N



Name _____ Date _____
 Address _____
 City/State/Zip _____
 Phone _____

Project Name _____
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151 Birch Avenue ~ Hector, MN 55342
 Toll Free 800-750-4689
 320-848-2241 ~ Fax 320-848-2486
 MN Lic 20040166

Drawn by _____
 Date _____
 Scale _____



Jason Halvorson
Public Utilities Superintendent

Phone: 507-616-7490

Cell: 507-430-2114

jhalvorson@ci-redwood-falls.mn.us

AGENDA RECOMMENDATION

Meeting Date: December 16, 2025

Agenda Item: Resolution No. 87 of 2025 – 2026 Electric Distribution Improvement Materials

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: DGR Project No. 421128 - 2026 Distribution Improvements were approved by the City Council on October 21, 2025. To complete the project certain materials were needed to be bid. Those bids were received and opened on Tuesday, December 9, 2025, at 1:15 pm at City Hall. Three (3) bids were received, and the results of the bids have been reviewed by DGR for errors, tabulated and provided for Council consideration.

A Summary of Bids of all the bids are attached for review.

Bid #1 Padmounted Switchgear and Box Pads to RESCO \$88,991.11

Bid #2 15 KV Primary Wire to Irby Utilities - \$295,191.00

Bid #3 Single Phase Transformers and Box Pads to RESCO - \$25,368.11

Bid #4 Three Phase Transformers and Box Pads to RESCO - \$80,076.08

Total cost of all the bids is \$489,626.30.

Staff recommend that the contracts be awarded to the stated companies for Bids #1-4.

Attachments: Resolution No. 87 of 2025

Recommendation to Award by Chad Rasmussen of DGR

DGR Bid Tabulation

RESOLUTION NO. 87 of 2025

**AUTHORIZATION TO EXECUTE PURCHASE OF MATERIALS
FOR THE 2026 DISTRIBUTION IMPROVEMENTS**

WHEREAS, the City of Redwood Falls is authorized to enter into agreements with Irby Utilities, and RESCO to purchase specified materials pursuant to Minnesota Statutes Section §412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, at the October 21, 2025, City Council meeting, the Council authorized the Advertisement for Bids for DGR Project No. 421128 - 2026 Distribution Improvements; and

WHEREAS, on Tuesday, December 9, 2025, at 1:15 p.m., three bids were received and opened at City Hall. Those bids were forwarded to DGR Engineering for review and recommendation; and

WHEREAS, for Bid #1, the award and purchase of Pad mount Switchgear and Pads, from RESCO in the amount of \$88,991.11 has been recommended by DGR Engineering; and

WHEREAS, for Bid #2, the award and purchase of 15KV Primary Wire, from Irby Utilities in the amount of \$295,191.00, subject to metals escalation and de-escalation, has been recommended by DGR Engineering; and

WHEREAS, for Bid #3 Single Phase Transformers, from RESCO in the amount of \$25,368.11 has been recommended by DGR Engineering; and

WHEREAS, for Bid #4 Three Phase Transformers, from RESCO in the amount of \$80,076.08 has been recommended by DGR Engineering; and

WHEREAS, this material will be installed as part of the 2026 Electric Distribution Improvement Projects.

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

1. The bids and subsequent agreements described above are awarded and approved and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The awarded bids and agreements described above shall be maintained and insured as allowed by law.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 16th day of December 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



December 12, 2025

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

**RE: Recommendation for Contract Awards
Furnishing Electrical Materials**
DGR Project No. 421128

Dear Jason:

We have completed our review of the bids received on December 9, 2025 for the major electric materials. A bid summary form 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 recommendations.

Bid No. 1 – 15 kV Padmount Switchgear (Dead-Front, Air-Insulated)

Low Bidder: RESCO
4100 30th Avenue S
Moorhead, MN 56560

Manufacturer: Hubbell / Nordic

Total Bid: \$88,991.11

Bid No. 2 – 15 kV Primary Power Cable

Low Bidder: Irby Utilities
12501 Dupont Avenue S
Burnsville, MN 55337

Manufacturer: Okonite

Total Bid: \$295,191.00

Clarification: Pricing subject to metals escalation and de-escalation at time of shipment.

Bid No. 3 – Single-Phase Padmount Distribution Transformers

Low Bidder: WESCO Distribution, Inc.
Fargo, ND 58102

Clarification: WESCO's bid does not include firm pricing so we are recommending the second lowest bidder who does indicate firm pricing.

Recommended Bidder: RESCO
4100 30th Avenue S
Moorhead, MN 56560

Manufacturer: Ermco / Nordic

Total Base Bid: \$25,368.11
Evaluation Price: \$36,301.33

Clarifications: The evaluation price refers to the equipment's life cycle cost when considering the value of energy losses associated with the transformers. The evaluation price formulas consider factors including current and expected future energy pricing, expected transformer loading, and equipment life.

Bid No. 4 – Three-Phase Padmount Distribution Transformers

Low Bidder: RESCO
4100 30th Avenue S
Moorhead, MN 56560

Manufacturer: Ermco / Nordic

Total Base Bid: \$80,076.08
Evaluation Price: \$95,934.50

Clarifications: The evaluation price refers to the equipment's life cycle cost when considering the value of energy losses associated with the transformers. The evaluation price formulas consider factors including current and expected future energy pricing, expected transformer loading, and equipment life.

The total price for all recommended contracts is \$489,626.30, plus metals escalation/ de-escalation for the primary cable. The bid prices received for these major materials were below the estimate of \$498,000.00. Please review our recommendation and feel free to contact us with any questions you or the Council/PUC may have. Please let us know when contract awards have been made, and we will prepare the Contract Documents for signatures.

Best Regards,
DGR Engineering



Chad Rasmussen, P.E.

Enclosure: Bid Summary
CAR:ste

BID SUMMARY

**Furnishing Electrical Materials
City of Redwood Falls / Public Utilities
Redwood Falls, Minnesota**



DGR Project No. 421128
 Bid Letting: December 9, 2025 - 1:15 PM
 City Hall
 Page 1 of 1

| Bidder and Address | Bid Security | Bid No. 1 - 15 kV Padmount Switchgear (Dead-Front, Air-Insulated) | | | Comments |
|---|--------------|---|---------------------------------|---------------------------------|----------|
| | | Bid Price | Swgr Manuf. / Delivery Date | Box Pad Manuf. / Delivery Date | |
| WESCO Distribution, Inc. 2650 7th Avenue N Fargo, ND 58102 | 10% Bid Bond | \$98,218.00 | Federal Pacific 30 weeks ARO | Nordic Stock to 13 weeks ARO | |
| RESCO 4100 30th Avenue S Moorhead, MN 56560 | 10% Bid Bond | \$88,991.11 | Hubbell 40-44 weeks ARO | Nordic 13-15 weeks ARO | |
| Irby Utilities 12501 Dupont Avenue S Burnsville, MN 55337 | 10% Bid Bond | \$90,850.00 | S&C 9/1/2026 | Highline 5/1/2026 | |

Corrected Bid Amounts Shown Shaded

BID SUMMARY

**Furnishing Electrical Materials
City of Redwood Falls / Public Utilities
Redwood Falls, Minnesota**



DGR Project No. 421128
 Bid Letting: December 9, 2025 - 1:15 PM
 City Hall
 Page 1 of 1

| Bidder and Address | Bid Security | Bid No. 2 - 15 kV Primary Power Cable | | | Comments |
|---|--------------|---------------------------------------|--------------|---|----------------------------------|
| | | Bid Price | Manufacturer | Delivery Date | |
| WESCO Distribution, Inc. 2650 7th Avenue N Fargo, ND 58102 | 10% Bid Bond | \$302,429.25 | LS Cable | 16 weeks ARO | Prices subject to metals pricing |
| RESCO 4100 30th Avenue S Moorhead, MN 56560 | 10% Bid Bond | \$317,124.45 | Prysmian | 28-32 weeks ARO | Prices subject to metals pricing |
| Irby Utilities 12501 Dupont Avenue S Burnsville, MN 55337 | 10% Bid Bond | \$295,191.00 | Okonite | 1/0 - late July 2026 750 - late May 2026 | Prices subject to metals pricing |

BID SUMMARY

**Furnishing Electrical Materials
City of Redwood Falls / Public Utilities
Redwood Falls, Minnesota**



DGR Project No. 421128
 Bid Letting: December 9, 2025 - 1:15 PM
 City Hall
 Page 1 of 1

| Bidder and Address | Bid Security | Bid No. 3 - Single-Phase Padmount Distribution Transformers | | | | Comments |
|---|--------------|---|----------------------|-----------------------------|-------------------------------|------------------|
| | | Total Base Bid | Total Evaluation Bid | Xfmr Manuf. / Delivery Date | BP Manuf. / Delivery Date | |
| WESCO Distribution, Inc. 2650 7th Avenue N Fargo, ND 58102 | 10% Bid Bond | \$21,677.62 | \$34,544.33 | Hitachi 10-12 weeks ARO | Nordic Stock - 8 weeks ARO | Non-firm pricing |
| RESCO 4100 30th Avenue S Moorhead, MN 56560 | 10% Bid Bond | \$25,368.11 | \$36,301.33 | Ermco 16-18 weeks ARO | Nordic 13-15 weeks ARO | |
| Irby Utilities 12501 Dupont Avenue S Burnsville, MN 55337 | 10% Bid Bond | \$36,610.00 | \$48,003.07 | Howard 85-90 weeks | Highline stock | |

BID SUMMARY

**Furnishing Electrical Materials
City of Redwood Falls / Public Utilities
Redwood Falls, Minnesota**



DGR Project No. 421128
 Bid Letting: December 9, 2025 - 1:15 PM
 City Hall
 Page 1 of 1

| Bidder and Address | Bid Security | Bid No. 4 - Three-Phase Padmount Distribution Transformers | | | | Comments |
|---|--------------|--|----------------------|-----------------------------|---------------------------|----------|
| | | Total Base Bid | Total Evaluation Bid | Xfmr Manuf. / Delivery Date | BP Manuf. / Delivery Date | |
| WESCO Distribution, Inc. 2650 7th Avenue N Fargo, ND 58102 | 10% Bid Bond | \$80,112.00 | \$103,692.22 | Hitachi 14-16 weeks | Nordic 13-14 weeks | |
| RESCO 4100 30th Avenue S Moorhead, MN 56560 | 10% Bid Bond | \$80,076.08 | \$95,934.50 | Ermco 16-18 weeks ARO | Nordic 13-15 weeks ARO | |
| Irby Utilities 12501 Dupont Avenue S Burnsville, MN 55337 | 10% Bid Bond | \$93,600.00 | \$117,000.34 | Howard 30-40 weeks | Highline 40 weeks | |

Meeting Date: December 16, 2025

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 88 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. 88 executes the Master Service Agreement for 2026. The Master Service Agreement lists responsibilities for both parties and outlines basic services to be provided by Bolton & Menk Inc. as assigned by the City of Redwood Falls. This will be done on a project-by-project basis that is to be outlined by individual “Task Orders” presented to Council for subsequent approval throughout the year.

The term for this Master Agreement will have a start of January 1, 2026 and is slated to terminate December 31, 2026, but roll over annually if both parties agree. This does not supersede the Council from formerly appointing Bolton & Menk Inc. Shane Traulich as our City Engineer at their first business meeting of the new year.

This Agreement has been reviewed by Bolton & Menk Inc. with no changes suggested and Staff also recommends its approval.

Attachments: Resolution No.88 of 2025
Master Agreement for Professional Services 2026

RESOLUTION NO. 88 OF 2025

**AUTHORIZATION TO EXECUTE
MASTER AGREEMENT FOR PROFESSIONAL SERVICES 2026
CITY OF REDWOOD FALLS AND BOLTON & MENK, INC.**

WHEREAS, the City of Redwood Falls is authorized to enter into an annual Master Agreement 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 Sleepy Eye, MN is the designated Redwood Falls Municipal Engineering Firm as set by Council; and

WHEREAS, Bolton & Menk Inc. agrees to perform the various Basic Services as assigned by the City of Redwood Falls under this agreement and further described in a subsequent Task Orders or Addendums for each assignment and in connection with each proposed project (referred to as “Project” or “project”) associated with that Task Order or Addendum; and

FURTHERMORE, the Mayor and/or City Administrator are authorized to execute this agreement and negotiate in good faith, future changes or amendments as are necessary; and

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

1. The agreement described above is approved and executed in the form submitted to the City Council and made a part of this resolution by reference.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the agreement 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 16th day of December 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public

MASTER AGREEMENT FOR PROFESSIONAL SERVICES 2026

CITY OF REDWOOD FALLS AND BOLTON & MENK, INC.

This Agreement, made this _____ day of _____, 2025, is by and between the CITY OF REDWOOD FALLS, 333 S. Washington St. P.O. Box 526 Redwood Falls, MN 56283, (“CLIENT”), and BOLTON & MENK, INC., 1243 Cedar Street NE, Sleepy Eye, MN 56085 (“CONSULTANT”).

RECITALS

WHEREAS, the CLIENT requires professional services in conjunction with various assignments or tasks; and

WHEREAS, the CONSULTANT agrees to furnish the various professional services required and assigned as needed by the CLIENT using Task Orders or Addenda to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services as assigned by the CLIENT and specifically described in the Task Order or Addendum for each assignment and in connection with each proposed project (referred to as “Project” or “project”) associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this Agreement.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in the respective Task Order.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the appropriate Task Order.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

(Remainder of this page intentionally left blank)

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services or as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

Schedule of Fees

| Employee Classification | Hourly Billing Rates |
|---|-----------------------------|
| Senior Principal | \$150-280/Hour |
| Principal Engineer/Surveyor/Planner/GIS/Landscape Architect | \$140-225 |
| Senior Engineer/Surveyor/Planner/GIS/Landscape Architect | \$110-210 |
| Project Manager (Inc. Survey, GIS, Landscape Architect) | \$100-195 |
| Project Engineer/Surveyor/Planner/Landscape Architect | \$85-190 |
| Design Engineer/Landscape Designer/Graduate Engineer/Surveyor | \$80-190 |
| Specialist (Nat. Resources; GIS; Traffic; Graphics; Other) | \$60-175 |
| Senior Technician (Inc. Construction, GIS, Survey1) | \$85-180 |
| Technician (Inc. Construction, GIS, Survey1) | \$65-150 |
| Administrative/Corporate Specialists | \$45-125 |
| Structural/Electrical/Mechanical/Architect | \$120-150 |
| GPS/Robotic Survey Equipment | NO CHARGE |
| CAD/Computer Usage | NO CHARGE |
| Routine Office Supplies | NO CHARGE |
| Routine Photo Copying/Reproduction | NO CHARGE |
| Field Supplies/Survey Stakes & Equipment | NO CHARGE |
| Mileage | NO CHARGE |

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include, but are not limited to: large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, special field and traffic control equipment rental, outside professional and technical assistance, geotechnical services, and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 5%) for these Direct Expenses incurred in the performance of the work, except as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due to the CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven (7) days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement and/or any Task Order until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the

applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and the change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of any Task Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The

CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.
3. CONSULTANT acknowledges the existence of a previously executed Data Exchange License Agreement ("LICENSE") Between CLIENT and third-party Montana-Dakota Utilities Co., (Montana-Dakota) dated November 9, 2022. CONSULTANT is of the understanding that CLIENT'S obligations under the LICENSE include allowing Montana-Dakota to access CLIENTS updated GIS database, including land base data, aerial photos, and/or facility data and to use CLIENT'S GIS information to update and augment Montana-Dakota's proprietary information. CONSULTANT hereby authorizes said LICENSE and the third-party use of, or any adaptations or distributions of electronic/digital data provided under this Agreement needed by CLIENT to fulfill its obligations under the LICENSE with Montana-Dakota.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership

interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect until December 31, 2026; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date.

By mutual agreement of the parties hereto, the term of this Agreement shall be renewable in one (1) year increments with both parties reserving the right to terminate the Agreement pursuant to the terms and requirements found in Section IV.K of this Agreement.

K. TERMINATION

This Agreement, or any individual Task Order, may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to: failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.

4. Notwithstanding the foregoing, this Agreement or the individual Task Order identified in the required notice will not terminate under Section IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
5. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Section IV.H.
6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Section IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR

It is expressly understood that the CONSULTANT is an “independent contractor” and not an employee of the CLIENT. The CONSULTANT shall have control over the manner in which the Services are performed under this Agreement. The CONSULTANT shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The CONSULTANT shall not be entitled to any benefits from CLIENT, including, without limitation, insurance benefits, sick and vacation leave, Earned Sick and Safe Time, workers’ compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The CONSULTANT agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

U. ETHICAL STANDARDS

No member, officer, employee or agent of the CLIENT or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement and understanding of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement supersedes any prior agreement or understandings between the Parties and may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

ATTACHMENTS: Sample Task Order Form

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

TASK ORDER NO: _____

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: _____, 2026

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: _____

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 \$XX,XXX.XX 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 _____, 2026.

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: Shane Traulich, P.E.
1243 Cedar Street NE
Sleepy Eye, MN 56085
Office Phone: 507-596-2111
Email: Shane.Traulich@Bolton-Menk.com

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

ATTACHMENTS TO THIS TASK ORDER:



Kari Klages
Director of Finance
Phone: 507-616-7400
Fax: 507-637-2417

kklages@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: December 16, 2025

Agenda Item: Resolution No. 89 of 2025 – Establishing Rates for Purchased Power Avoidance Cost

Recommendation/Action Requested: Read the 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: Consideration of attached enabling resolution which, if adopted, would enact the electric utility purchased power avoidance cost rates as of Jan 1, 2026. Schedule 2 contains the rates for solar power reimbursement. The City of Redwood Falls will reimburse using the Annual All Hours rate of \$.04231 per kilowatt hour. Staff recommends approval.

Attachments: Resolution 89 of 2025
SMMPA Average Incremental Cost Schedule 2

RESOLUTION NO. 89 OF 2025

**RESOLUTION ESTABLISHING
RATES FOR PURCHASED POWER AVOIDANCE COST**

WHEREAS, the City of Redwood Falls, through its Redwood Falls Public Utilities ("Utilities"), owns, operates and maintains a municipal utility which, amongst other services, provides retail electric services to approximately 2,900 customers; and

WHEREAS, Redwood Falls City Charter § 11.02 provides that the Redwood Falls City Council ("Council"), may by resolution establish rates, fares and prices for municipal utilities and services, but that such rates, fares and prices shall be established after study of commission recommendations; and

WHEREAS, Redwood Falls City Code § 2.52 establishes a Public Utilities Commission ("Commission"), who is charged with the responsibility to recommend to the Council rates and charges to be made for services furnished by the Utilities; and

WHEREAS, Redwood Falls City Code § 3.02 provides that rates and charges for municipal utilities shall be fixed, determined and adopted by resolution of the Council, said resolution containing the effective date thereof, kept on file and open to inspection in the office of the City Administrator, be uniformly enforced, and, if the various types of service are categorized and classified, such categorization and classification be included in said resolution.

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

- 1. Electric Rate Schedule.** Solar power generation by customers will be reimbursed at the rates filed with the Minnesota Public Utilities Commission on Schedule 2 – Average Incremental Cost.
- 2. Effective Date.** The rates established by this Resolution shall be effective as of Jan 1, 2026, for electricity billed in January 2026 and payable in February 2026 and shall supersede any previous Resolutions.
- 3. Public Inspection.** A printed copy of this Resolution shall be made available for inspection by any person at the office of the City Administrator during normal business hours.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 16th day of December 2025.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
16th day of December 2025.

Notary Public

SCHEDULE 2 – AVERAGE INCREMENTAL COST

| Estimated Marginal Energy Costs (\$/MWh) | | | | | | |
|--|-----------|-------|-------|-------|-------|-------|
| | | 2026 | 2027 | 2028 | 2029 | 2030 |
| Summer | On Peak | 52.50 | 51.05 | 53.82 | 56.63 | 57.85 |
| | Off Peak | 30.69 | 27.23 | 28.75 | 32.94 | 34.47 |
| | All Hours | 40.72 | 38.19 | 40.28 | 43.84 | 45.23 |
| Winter | On Peak | 51.15 | 53.32 | 53.81 | 53.04 | 54.53 |
| | Off Peak | 37.72 | 42.11 | 44.01 | 44.78 | 47.19 |
| | All Hours | 43.90 | 47.27 | 48.52 | 48.58 | 50.57 |
| Annual | On Peak | 51.83 | 52.19 | 53.81 | 54.84 | 56.19 |
| | Off Peak | 34.21 | 34.67 | 36.38 | 38.86 | 40.83 |
| | All Hours | 42.31 | 42.73 | 44.40 | 46.21 | 47.90 |
| 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 Redwood Falls Public Utilities 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) | |
|--|---------|
| | 2026 |
| Capacity Value per kWh (on-peak hours) | \$0.049 |
| Capacity Value per kWh (all hours) | \$0.033 |

December 16, 2025

Agenda Recommendation

Agenda Item:

Accept Donation from Farmers Union Industries

Recommendation/Action Requested:

Staff recommends accepting the donation by adopting Resolution No. 90 of 2025.

Summary/Overview:

On December 11, 2025, representatives from Farmers Union Industries (FUI) presented the Redwood Falls Police Department with a donation of \$1000.00 in the form of a check. FUI has made donations to the Redwood Falls Police Department in the past and there is no requirement for matching funds or special reporting.

Attachment: Resolution No. 90 of 2025

RESOLUTION NO. 90 OF 2025
A RESOLUTION ACCEPTING A DONATION TO THE CITY.

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

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

| <u>Name of Donor</u> | <u>Amount</u> |
|---------------------------|---------------|
| Farmer's Union Industries | \$1,000.00 |

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

Terms or Conditions
Donation to the Redwood Falls Police Department.

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 16th day of December 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
16th day of December 2025.

Notary Public

Meeting Date: December 16, 2025

AGENDA RECOMMENDATION

Agenda Item: Animal Services Agreement

Recommendation/Action Requested: Staff recommends approval of the updated animal services agreement with the adoption of Resolution #91.

Summary/Overview:

Since 2011, the City of Redwood Falls has contracted with the Redwood Area Friends of the Animal Shelter for boarding of animals that are impounded by the police department.

For the past several years, the City of Redwood Falls has provided a \$30,000 annual funding allocation to the Redwood Area Animal Shelter. However, the City's adopted 2026 preliminary budget includes a 20% funding reduction to the animal shelter which reduces the annual funding to \$24,000.

Based on this budget action, staff updated the City's Animal Services Agreement with the Redwood Area Friends of the Animal Shelter. The updated agreement includes a \$24,000 funding allocation and more accurately describes our current operating arrangement with the animal shelter.

Attachments: Resolution #91
Animal Services Agreement

RESOLUTION NO. 91 OF 2025

AUTHORIZATION TO EXECUTE ANIMAL SERVICES AGREEMENT

WHEREAS, the City of Redwood Falls (“City”) is authorized to enter into an Animal Services Agreement (“Agreement”) with Redwood Area Friends of the Animal Shelter, a Minnesota non-profit corporation (“Contractor”) pursuant to Minnesota Statutes Section 412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, Contractor owns, maintains, and operates the Animal Shelter located at 201 Sherwood Drive, Redwood Falls, Minnesota 56283; and

WHEREAS, Contractor and City previously entered into an Animal Services Agreement in 2011, which was last amended in 2013; and

WHEREAS, given the need to update the existing agreement’s term, payment sum, and references to outdated statutes and ordinances, a new Agreement with the needed changes has been prepared for approval which will supersede all prior agreements on the subject matter; and

WHEREAS, CONTRACTOR agrees to provide the requested services as outlined in the proposed Agreement, subject to all terms and conditions stated within said Agreement, which is attached hereto and made a part hereof.

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

1. The Agreement described above is approved and executed in the form submitted to the City Council and made a part of this resolution by reference.
2. The Agreement described above shall be maintained and insured 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 16th day of December, 2025.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public

ANIMAL SERVICES AGREEMENT

THIS ANIMAL SERVICES AGREEMENT (“Agreement”), made effective the 1st day of January, 2026, by and between Redwood Area Friends of the Animal Shelter, a Minnesota non-profit corporation (“Animal Shelter”), and the City of Redwood Falls, a Minnesota charter city (“City”).

In consideration of the covenants and agreements, hereinafter set forth, it is mutually agreed by and between the parties, hereto, as follows:

1. This Agreement will commence as of the Effective Date and continue in effect until December 31, 2026, unless sooner terminated as provided herein. This Agreement shall automatically extend for successive one (1) year periods (each an “Extension Term”) unless and until either party gives written notice to the other party of its intent to terminate the Agreement, such notice to be given not less than thirty (30) days prior to the end of the then-existing Extension Term. If neither party timely and properly exercises the foregoing termination opportunity, the Agreement shall automatically extend upon the same terms and conditions.

2. For the Services provided under this Agreement the City shall pay to Animal Shelter the annual sum of \$24,000.00, commencing on the Effective Date, and paid in equal monthly installments of \$2,000.00, prorated for any partial months. It is understood by the parties that Animal Shelter will be responsible for, and shall have all authority, to operate the animal shelter building, in a manner that suits its needs and complies with all design criteria as may be set out in Minnesota Statutes, City Code and the Minnesota Building Code. Except as expressly referenced in this Agreement, City will have no obligation or authority to fund, operate or contribute to the construction of the animal shelter.

3. In addition to other services it may elect to provide to other individuals, Animal Shelter will provide for the safe, secure and humane housing of animals seized and/or impounded by the Redwood Falls Police Department, or other law enforcement performing duties required by Minnesota law, all as specifically specified in this Agreement to the City (collectively, “Services”). Animal Shelter will work closely with the Redwood Falls Police Department and shall provide care for cases involving abandoned animals, dangerous animals, free-running animals, improper animal care situations, or other maltreatment and public safety issues as they arise. Animal Shelter will respond to information requests from the Redwood Falls Police Department as needed. It is specifically understood that this Agreement does not intend, obligate or authorize Animal Shelter to take action on private property contrary to the expressed wishes of the owner of said property, nor forcibly take an animal from any person, without the assistance of a duly licensed Minnesota Peace Officer with current jurisdiction that includes the private property where the animal is located.

4. Animal Shelter shall provide competent personnel, trained in the handling of animals. Animal Shelter shall provide the Redwood Falls Police Department 24/7/365 access to the animal shelter, it being understood that the Redwood Falls Police Department will be securing animals in the shelter at all hours of the day. Animal Shelter and the City will work to create an effective information sharing system to coordinate the care, quarantining and release of impounded animals,

especially dangerous/potentially dangerous animals and animals retained for evidentiary purposes. All animals seized by the Redwood Falls Police Department, whether as a result of animal temperament or for evidentiary purposes, shall be released only after written authorization from the Redwood Falls Police Department.

5. Animal Shelter shall impound and board animals as required by Minnesota law, as directed by written order of an authorized City representative, or by ruling of the Minnesota Board of Health or other Minnesota or United States agency with jurisdiction. Animal Shelter shall care for such animals in accordance with the minimum standards set forth in Minnesota Statutes § 346. Animal Shelter shall maintain at least 4 hours per business day of regularly scheduled hours at the boarding facility and shall publicize these hours, pursuant to Redwood Falls City Ordinance § 10.46, subd. 10.

6. Impounded animals shall be checked for identification as required by Minnesota Statutes § 346 and kept at 201 Sherwood Drive, Redwood Falls, MN 55283. All impounded animals shall be housed in a suitable, humane manner for the period specified in paragraph 8. Animal Shelter may temporarily board animals at emergency facilities if access and/or treatment are not immediately available at the animal shelter.

7. Before a seized animal is released to its owner, Animal Shelter shall insure that the Owner is compliant with all Redwood Falls Ordinances, Chapter 10, as they relate to licensing, if applicable. The parties agree to work together to establish an effective method to share accurate and timely information concerning identification, licensing and release. Animal Shelter shall be entitled to collect and retain per diem, boarding, care and adoption fees for animals impounded under this Agreement. Boarding fees, for at least the initial statutory redemption period (currently 5 regular business days under Minn. Stat. § 346.47), following animal impoundment, are set annually by the Redwood Falls City Council, and shall not be reduced during the term of this Agreement. All animal licensing fees shall be payable to and retained by the City.

8. In the event that any dog, cat, or other impounded animal is unclaimed after the expiration of any applicable redemption or quarantine period set forth in Minnesota Statutes or Redwood Falls City Ordinances, whichever is longer, they shall become the property of Animal Shelter and may be disposed of, adopted or sold in its sole discretion. All proceeds from the disposition of such animals shall be the sole property of Animal Shelter, including any proceeds received from any animals disposed of in a manner permitted by law.

9. The City shall furnish to Animal Shelter any required forms, receipts or license information. Animal Shelter shall keep accurate and up-to-date records of all animals impounded, housed, sold or destroyed as required by Minnesota law.

10. Animal Shelter shall defend, indemnify, and hold the City harmless including its officers, employees or agents from any and all claims, lawsuits, losses, damages, or expenses on account of bodily injuries, sickness, disease, death, and property damage, including, without limitation, injury to animals caused by its employees and/or volunteers, injuries to persons by impounded animals, and failure to comply with Minnesota law as it relates to the impounding, care and destruction of animals. The City hereby assumes and agrees to hold Animal Shelter harmless,

including its officers, employees or agents, from any and all claims, lawsuits, losses, damages, or expenses on account of bodily injuries, sickness, disease, death, and property damage, arising from the City's access to the building and the City's handling of animals within the building. Animal Shelter shall provide the City proof of commercial general liability insurance in an amount equal to at least \$1,500,000.00 aggregate, and comprehensive automobile liability in an amount of at least \$500,000.00 per occurrence. Animal Shelter shall provide copies of insurance certificates to the City before commencing work under this Agreement. Animal Shelter shall carry, and, upon request of the City, provide proof of Workers' Compensation Insurance coverage required by Minnesota law.

11. Animal Shelter shall comply with the Minnesota Data Practices Act and all other State and Federal laws relating to data privacy or confidentiality, and shall hold the City and its employees harmless from any claims resulting from any improper disclosure or use of data it receives or maintains in performance of this Agreement. Animal Shelter shall report to the City any requests from third parties for information relating to its performance of this Agreement.

12. Each party agrees to promptly respond to inquiries for information or documentation from the other party related to its obligations and performance of this Agreement.

13. Any notice required under applicable law or this Agreement, may be sent to the other party by certified United States Mail or by personal delivery to the addresses listed below.

14. The terms and conditions of the attached "City of Redwood Falls General Contract Requirements" are incorporated herein in their entirety. In the event of a conflict between the terms of the Agreement and those of the City of Redwood Falls General Contract Requirements, this Agreement shall control.

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

THIS ANIMAL SERVICES AGREEMENT is effective as of the date first written above.

**REDWOOD AREAS FRIENDS OF THE
ANIMAL SHELTER**
201 Sherwood Drive
Redwood Falls, MN 56283

CITY OF REDWOOD FALLS
333 South Washington Street
P.O. Box 526
Redwood Falls, MN 56283

Printed: _____
Title: _____

Tom Quackenbush
Mayor, City of Redwood Falls

Keith Muetzel
Redwood Falls City Administrator

**CITY OF REDWOOD FALLS
GENERAL CONTRACT REQUIREMENTS**

1. Interest of Members of City. The Contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the contract.

2. Equal Opportunity Statement. Contractor agrees to comply with the provisions of all applicable federal, state and local statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, incorporated herein by reference.

3. Non-Discrimination. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, gender, national origin, disability, age, marital status or status with regard to public assistance, or veteran status. All Contractors hired by the City are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part.

4. Insurance. Required insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted to do practice in the State of Minnesota. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. Evidence of coverage is to be provided on an approved Insurance Certificate. A thirty (30) day written notice is required before any existing policy shall be canceled, not renewed or materially changed.

5. Transfer of Interest. The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Contractor shall not subcontract any services under this contract without prior written approval of the City, unless such subcontracting is conspicuously noted in the contract.

6. General Compliance. The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing goods or services provided under this contract.

7. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

8. Hold Harmless. The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. The provisions of Minnesota Statutes Chapter 466 shall apply to the City and to other political subdivisions of the State of Minnesota cooperating in the contract, if any. *(Supplemented by Paragraph #10 of the foregoing Agreement)*

9. Accounting Standards. The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

10. Retention of Records. The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for six years after final disposition of such property.

11. Data Practices. The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the contract with the selected vendor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. § 13 and as such are open to public review.

12. Inspection of Records. All Contractor records with respect to any matters covered by this contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

13. Applicable Law. The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in County of Redwood, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

14. Ownership of Materials. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this contract shall become the property of the City. The City may use, extend, or enlarge any document produced under this contract without the consent, permission of, or further compensation to the Contractor. All work under this contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

15. Termination. Either party may cancel this contract for any reason without cause upon at least 180 days written notice, except that if either party fails to fulfill its obligations under the contract in a proper and timely manner, or otherwise violates the terms of this contract, the other party shall have the right to terminate this contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In the event of termination, neither party shall be relieved of obligations, which, by their nature, are intended to survive the termination of the Agreement, including without limitation, the obligation to defend, indemnify and hold harmless from obligations arising during the term of the Agreement.



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

Meeting Date: December 16, 2025

AGENDA RECOMMENDATION

Agenda Item: Airport 80x80 Hangar, Change Order No. 1

Recommendation/Action Requested: Staff is recommending the approval of “Change Order (CO) No. 1” for additional time needed to meet the definition of “Substantial Completion/Completion Date” based on the circumstances listed on the CO. Approval will allow the City Administrator to execute the CO.

Summary/Overview: Change Order No. 1 is being presented due to delivery delays of the steel building. The contract for construction was executed on August 19, 2025. The building and door delivery orders were placed after this date with an expected delivery in November 2025. Considering the date of Contract award and materials delivery time, the Contractor has requested a completion date extension. The original completion date was December 1, 2025, the new completion date with the approval of the change order will be April 1, 2026.

Attachments: Change Order No. 1

CHANGE ORDER

No. 1

80' X 80' HANGAR CONSTRUCTION REDWOOD FALLS MUNICIPAL AIRPORT (RWF)

DATE OF ISSUANCE NOVEMBER 24, 2025

OWNER CITY OF REDWOOD FALLS, MN

CONTRACT NO. FAA AIG 3-27-0083-023-2025

SP NO. A6401-61

CONTRACTOR EVERSTRONG CONSTRUCTION, INC.

ENGINEER SILAS PARMAR, P.E.

You are directed to make the following changes in the Contract Documents.

Description: Revise completion date to April 1, 2026.

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|--|--|
| Original Contract Price \$ <u>837,042.32</u> | Original Contract Times Completion Date: <u>December 1, 2025</u> |
| Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> \$ <u>0.00</u> | Net changes from previous Change Orders No. to No. Completion Date: <u>N/A</u> |
| Contract Price Prior to this Change Order \$ <u>837,042.32</u> | Contract Times prior to this Change Order Completion Date: <u>December 1, 2025</u> |
| Net Increase of this Change Order \$ <u>0.00</u> | Net Increase (decrease) of this Change Order Completion Date: <u>April 1, 2026</u> |
| Contract Price with all approved Change Orders \$ <u>837,042.32</u> | Contract Times with all approved Change Orders Completion Date: <u>April 1, 2026</u> |

RECOMMENDED:

APPROVED:

ACCEPTED:

DocuSigned by:
By: *Silas Parmar*
Silas Parmar, P.E.,
Bolton & Menk

By: _____
Keith Muetzel
City of Redwood Falls, MN

Signed by:
By: *Pete U'Ren*
Pete U'Ren
Everstrong Construction, Inc.

Date: November 24, 2025

Date: _____

Date: November 25, 2025

CHANGE ORDER

No. 1

80' X 80' HANGAR CONSTRUCTION REDWOOD FALLS MUNICIPAL AIRPORT (RWF)

DATE OF ISSUANCE NOVEMBER 24, 2025

OWNER CITY OF REDWOOD FALLS, MN

CONTRACT NO. FAA AIG 3-27-0083-023-2025

SP NO. A6401-61

CONTRACTOR EVERSTRONG CONSTRUCTION, INC.

ENGINEER SILAS PARMAR, P.E.

1. HAS THIS CHANGE ORDER BEEN DISCUSSED WITH FAA OFFICIALS?

N/A

2. BRIEF DESCRIPTION OF THE PROPOSED CONTRACT CHANGE(S) AND LOCATION(S).

Revise completion date from December 1, 2025 to April 1, 2026.

3. REASON(S) FOR THE CHANGE(S).

The Contract for construction was executed on August 19, 2025. The building and door delivery orders were placed after this date with an expected delivery in November 2025. Considering the date of Contract award and materials delivery time, the Contractor has requested a completion date extension.

4. JUSTIFICATIONS FOR UNIT PRICES OR TOTAL COST.

N/A

5. CONSEQUENCES OF CHANGE ORDER ATTACHMENT.

This Change Order will not allow the City to begin renting the hangar until spring of 2026.

This Change Order will not have any effect on construction administration costs.

6. CONFORMANCE TO AIP STANDARDS AND REGULATIONS.

N/A