



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
MAY 19, 2026 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. May 5, 2026
5. **Audience Participation** (10 minute time limit for items not on the agenda)
6. **Consent Agenda** (items approved with one motion)
 - A. Accept Police Department Body Worn Camera Audit
 - B. Approve Housing and Redevelopment Authority Appointment
 - C. Approve Fire Department Appointment
 - D. Approve Request to use M&L Parking Lot for Worship in the Streets – The Circle of Healing
 - E. Approve 2025 Water Consumer Confidence Report
7. **Scheduled Public Hearings**
8. **Old Business**
 - A. Zoning Ordinance Amendments for Portable Storage/Shipping Containers – Ordinance #104
 - B. Summary Publication of Ordinance #104 – Resolution #31
9. **Regular Agenda**
 - A. Police Officer Position
 - B. Golf Course Lease Agreement Renewal – Resolution #33
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, MAY 5, 2026**

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, May 5, 2026, at 5:00 p.m.

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

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

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

A motion was made by Council Member Smith and seconded by Council Member Guetter to approve the April 21, 2026 minutes and the April 21, 2026 Board of Appeal and Equalization minutes as presented. Motion passed by unanimous vote.

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

1. Updated Solar Interconnection Rules
2. Library Expansion Furniture Purchase

Motion passed by unanimous vote.

City Attorney Dammann introduced Ordinance No. 104, Fourth Series – An Ordinance Amending the Unified Development Ordinance, 2014 Edition, As Provided In §14.04 of the Redwood Falls City Code, For the Purpose of Regulating the Use of Portable Storage/Shipping Containers Within the City of Redwood Falls.

Mr. Dammann stated the proposed Ordinance was introduced at the April 21, 2026, City Council Meeting. Ordinance No. 104 creates a new chapter in the Unified Development Ordinance for the regulation of portable storage/shipping containers. The goal of the ordinance is to provide for the public health, safety, and general welfare of the community and its people through the establishment of standards to ensure that portable storage/shipping containers are used for the short-term, temporary storage and transport of personal property; are not used as accessory buildings in residential and central business district zones; and do not impede vehicular access, traffic flow or circulation, or create public safety hazards.

Mr. Dammann stated on April 14, 2026, after published notice in the Redwood Gazette on April 2nd, a public hearing was held by the Planning Commission to discuss Ordinance No. 104, Fourth Series. After the hearing, the Planning Commission adopted the Findings of Fact found in Section 2 of Ordinance No. 104 and recommended approval of Ordinance No. 104. After the first reading of the ordinance on April 21, 2026, concerns were made known to city staff as to the nature and extent of the ordinance's regulation of portable storage/shipping containers. Revisions were made to the ordinance to address those concerns. Due to the changes, Staff requested Council read the ordinance or a make a motion to waive the second reading of the ordinance.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to waive the second reading of Ordinance No. 104, Fourth Series – An Ordinance Amending the Unified Development Ordinance, 2014 Edition, As Provided In §14.04 of the Redwood Falls City Code, For the Purpose of Regulating the Use of Portable Storage/Shipping Containers Within the City of Redwood Falls. Motion passed by unanimous vote.

Council requested additional information regarding the number of shipping containers and current placement based on zoning districts, as well as suggested possible edits to the Ordinance as presented.

City Administrator Muetzel requested a committee be formed to discuss the edits Council would like to make. Council Member Smith and Mayor Quackenbush agreed to meet with City Staff to evaluate the Ordinance and provide feedback.

Following discussion, a motion was made by Council Member Sandgren and seconded by Council Member Guetter to table Ordinance No. 104, Fourth Series – An Ordinance Amending the Unified Development Ordinance, 2014 Edition, As Provided In §14.04 of the Redwood Falls City Code, For the Purpose of Regulating the Use of Portable Storage/Shipping Containers Within the City of Redwood Falls, until City Staff has time to investigate the current inventory of storage containers located within the City. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 30 of 2026 – A Resolution Amending Resolution No. 51 of 2024 Adopted on September 3, 2024, and Titled, “A Resolution Amending Resolution No. 48 of 2024 Adopted on August 20, 2024, and Titled, “A Resolution Adopting a Property Assessed Clean Energy (Pace) Special Assessment as Requested by Property Owner.”

Ms. Klages stated on August 20, 2024, the City Council approved an application from Redwood Property Holdings, owner of Red Skye Lofts, to participate in the Minnesota Property Assessed Clean Energy Program (PACE). The PACE program provides developers with financing for energy efficiency improvements, which is repaid exclusively through special assessments levied against the benefiting property. On September 3, 2024, the City Council approved a revised resolution reflecting the final loan amount as \$2,221,325.00 with a 30-year term and interest rate of 9.22%.

Ms. Klages stated since that time, Redwood Property Holdings submitted a request to split the property to facilitate development of an adult memory care facility. As a result, the St. Paul Port Authority is requesting that the assessment be updated to reflect the newly assigned Parcel Identification Number (88-348-0020) for the benefiting property associated with the PACE assessment. The assessment amount, terms, and interest rate remain unchanged.

A motion was made by Council Member Smith and seconded by Council Member Arentson to waive the reading of Resolution No. 30 of 2026 – A Resolution Amending Resolution No. 51 of 2024 Adopted on September 3, 2024, and Titled, “A Resolution Amending Resolution No. 48 of 2024 Adopted on August 20, 2024, and Titled, “A Resolution Adopting a Property Assessed Clean Energy (Pace) Special Assessment as Requested by Property Owner.” Motion passed by unanimous vote.

A motion was made by Council Member Guetter and seconded by Council Member Kerkhoff to approve Resolution No. 30 of 2026 – A Resolution Amending Resolution No. 51 of 2024 Adopted on September 3, 2024, and Titled, “A Resolution Amending Resolution No. 48 of 2024 Adopted on August 20, 2024, and Titled, “A Resolution Adopting a Property Assessed Clean Energy (Pace) Special Assessment as Requested by Property Owner.” Motion passed by unanimous vote.

City Attorney Dammann stated due to the previous motion to table Ordinance No. 104, Fourth Series. No action can be taken on the summary publication of the Ordinance, Resolution No. 31 of 2026.

City Attorney Dammann requested a motion to table Resolution No. 31 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 104, Fourth Series, An Ordinance Amending the Unified Development Ordinance, 2014 Edition, as Provided in §14.04 of the Redwood Falls City Code, for the Purpose of Regulating the Use of Portable Storage/Shipping Containers Within the City of Redwood Falls

A motion was made by Council Member Smith and seconded by Council Member Arentson to table Resolution No. 31 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 104, Fourth Series, An Ordinance Amending the Unified Development Ordinance, 2014 Edition, as Provided in §14.04 of the Redwood Falls City Code, for the Purpose of Regulating the Use of Portable Storage/Shipping Containers Within the City of Redwood Falls. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 32 of 2026 – Authorization to Execute Transfer and Repayment Agreement of Federal Entitlement Funds.

Mr. Doering stated in the past, the airport has received expiring funds from other airports for current projects and then transferred new entitlement funds back. This resets the 5-year, use-it or lose-it clock of the lending airport. The proposed agreement with Mahnommen County will allow the transfer of airport entitlement dollars in the amount of \$150,000.00 from the Mahnommen County Airport to the Redwood Municipal Airport for use on the 2026 airport improvements. The transfer will be repaid back to Mahnommen County by May 1, 2030, utilizing 2029 entitlement allocations from the FAA.

Mr. Doering stated this transfer will cover cash flow for the 80x80 hangar as the City waits for the \$137,000.00 FAA Bipartisan Infrastructure Law (BIL) funding allocation that will be received later in 2026 as final payment. It is a unique and useful feature to keep allocated federal funding in the state, rather than allowing it to expire and be sent back to the nationwide funding pool. This also prevents the FAA from penalizing the state on future allocations where they track that funding was sent back so therefore the state will need less going forward. Staff recommends approval of the resolution and agreement.

A motion was made by Council Member Kerkhoff and seconded by Council Member Sandgren to waive the reading of Resolution No. 32 of 2026 – Authorization to Execute Transfer and Repayment Agreement of Federal Entitlement Funds. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve Resolution No. 32 of 2026 – Authorization to Execute Transfer and Repayment Agreement of Federal Entitlement Funds. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Business Recruitment Incentive Policy.

Mr. Muetzel stated on March 31, 2026 Council held a work session to discuss marketing activity for the Reflection Ridge Business Park. One of the meeting outcomes was a suggestion to develop an incentive program to encourage business recruitment efforts. Staff created a draft policy for Council to review and discuss.

Mr. Muetzel stated Staff will incorporate the suggested edits and present the updated policy to the Port Authority and Council for final approval.

No action taken.

Mayor Quackenbush stated the annual Celebrate Redwood Falls Nightfalls event is May 7-9, 2026. The event will follow the same route as last year's event with one-way traffic entering Ramsey Park from North Grove Street.

City Administrator Muetzel provided an update regarding pavement conditions at the Y-intersection of MN Highway 19 and US Highway 71, and along Bridge Street. A representative with MnDOT stated they have plans to complete a full mill and overlay of the Y-intersection this summer but there are no plans within the next 10 years to complete a mill and overlay of Bridge Street. City Staff requested an onsite inspection from MnDOT due to the deteriorating road conditions. Staff will continue to reach out to MnDOT to explore options for improving the pavement conditions on Bridge Street.

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 Guetter and seconded by Council Member Kerkhoff to adjourn the meeting at 5:44 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

Meeting Date: May 19, 2026

Agenda Recommendation

Agenda Item: Receipt of State Mandated Bi-Annual Body Worn Camera Audit

Recommendation/Action Requested: No action is necessary. Delivery to city council mandated by the State of Minnesota

Summary/Overview:

Redwood Falls Police Department officers utilize Body Worn Cameras (BWC) while on-duty. When a law enforcement agency utilizes BWC The State of Minnesota has several requirements for the employing agency, including a bi-annual audit by an independent auditor. On April 14, 2026, Lynn Lembcke conducted an audit of RFPD BWC data, policies, and categorization – among other items. At the conclusion of the audit Ms. Lembcke found no discrepancies requiring action by RFPD administration.

In accordance with Minnesota BWC statutes, Ms. Lemcke's audit must be presented to the city council as well as several members of the Minnesota legislature.

At this time, city council is not required to take any action. This audit is presented to satisfy Minnesota statutory obligation.

Attachments:

2026 BWC Audit

INDEPENDENT AUDIT REPORT

Chief Jason Cotner
Redwood Falls Police Department
303 E. 3rd St., Box 526
Redwood Falls, MN 56283

Dear Chief Cotner:

An independent audit of the Redwood Falls Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on April 14, 2026. The objective of the audit was to verify Redwood Falls Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Redwood Falls Police Department is located in Redwood County, Minnesota and is authorized for twelve (12) peace officers. The Redwood Falls Police Department utilizes Axon body-worn cameras and Evidence.com cloud-based evidence management storage. The audit covers the period April 1, 2024, through March 31, 2026.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

Redwood Falls Police Department BWC data is presumptively private. All data collected during the audit period is classified as private or nonpublic data. The Redwood Falls Police Department had no incidents of the discharge of a firearm by a peace officer, use of force that resulted in substantial bodily harm, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWCs are appropriately retained and destroyed in accordance with statutes.

The Redwood Falls Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. At the conclusion of a BWC recording, officers assign metadata, including an Evidence.com category, to the recording. Each category has an associated retention period. Upon reaching the retention date, evidence is systematically deleted. Deletion of the data is captured in the audit trail.

An Evidence Created Report consisting of all BWC data created and deleted during the audit period was produced from Evidence.com. Records from the Evidence Created Report were reviewed, and the date and time the data was created was verified against the deletion date. Each of the records were deleted or maintained in accordance with the record retention schedule. All records were maintained for at least the minimum ninety (90) days required by statute. Randomly selected audit trail reports were reviewed, and each record was deleted or maintained in accordance with the record retention.

The Redwood Falls Police Department received no requests from data subjects to retain BWC data beyond the applicable retention period.

Supervisors and the Records Supervisor monitor BWC data for proper categorization to ensure BWC data are appropriately retained and destroyed.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release are redacted.

BWC data is available to data subjects and access may be requested by submission of a Redwood Falls Police Department Request for Data Form. During the audit period, the Redwood Falls Police Department received neither requests to view nor requests for copies of BWC video from data subjects.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and

maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Redwood Falls Police Department's BWC inventory consists of fifteen (15) devices. An inventory report produced from Evidence.com detailed the total number of recording devices owned and maintained by the agency. The inventory included the device model, serial number, device name, the officer assigned to the device, date of last upload, device status, error status, firmware version, warranty date, date last docked and camera state.

The Redwood Falls Police Department BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The policy requires officers to conduct a function test of their BWC at the beginning of each shift. Officers noting a malfunction during testing or at any other time are required to promptly report it to their supervisor.

Peace officers were trained on the use of the BWCs during implementation. Newly hired officers are trained on the use of BWCs as part of their field training program.

Officers working on randomly selected dates, and randomly selected calls for service, were verified against Evidence.com and the Evidence Created Report and confirmed that BWCs are being deployed, and officers are wearing and activating their BWCs. A review of the total number of BWC videos created per quarter, and a comparison to total calls for service, shows that BWC data is being consistently collected.

Evidence.com queries detail the total amount of BWC data created, stored/maintained, and deleted.

The Redwood Falls Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. BWC video is fully deleted from Evidence.com upon reaching its scheduled deletion date. Metadata and audit trails are maintained in Evidence.com after deletion of BWC audio and video. BWC data is available upon request, and access may be requested by submission of a Redwood Falls Police Department Request for Data Form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Redwood Falls Police Department's BWC policy states that officers may use only department issued BWCs while engaged in the performance of official duties.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

Supervisors conduct reviews of specified BWC data to ensure BWC data is properly categorized and that BWCs are being used in compliance with policy.

Nonpublic BWC data is only available to persons whose work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of roles and permissions in Evidence.com. Permissions are based on staff work assignments. Roles and Permissions are administered by the Chief of Police and Assistant Chief. Access to Evidence.com is password protected and requires dual authentication.

The agency's BWC Policy governs access to BWC data. Agency personnel may access BWC data for legitimate law enforcement or data administration purposes and only when there is a business need for doing so. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes. User access to data is captured in the audit trail. The BWC policy states that noncompliance with policy may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

When BWC data is deleted from Evidence.com, its contents cannot be determined. The Redwood Falls Police Department has had no security breaches. A BCA CJIS Security audit was conducted in August of 2024.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Redwood Falls Police Department's BWC policy allows for the sharing of data with other law enforcement agencies only for legitimate law enforcement purposes and for the sharing of data with prosecutors, courts and other criminal justice entities as provided by law. Law enforcement agencies seeking access to BWC data are required to submit a written request. Sharing of data is captured in the audit trail. An Evidence.com Sharing Audit Report provides documentation of shared data.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

Evidence.com and the Evidence Created Report document the date and time portable recording system data were collected and deleted. All BWC data collected during the audit period is classified as private or nonpublic data. The Evidence.com audit trail and the Sharing Audit Report document how the data are used and shared.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

An Axon CJIS Compliance White paper outlines the specific security policies and practices for Evidence.com and how they are compliant with the CJIS Security Policy. Axon has signed the CJIS Security Addendum in all states and has performed statewide CJIS-related vendor requirements in Minnesota. Axon has incorporated the CJIS Security Addendum by reference into the Axon Master Services and Purchase Agreement. Axon maintains signed CJIS Security Addendum certification pages for Axon personnel. Authorized Axon personnel are required to complete Level 4 CJIS Security Training upon assignment and biennially thereafter.

Axon Enterprise, Inc., Evidence.com/Axon Cloud Ecosystem appears on the BCA list of screened vendors.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The Redwood Falls Police Department solicited for public comment on the City's website. The Redwood Falls City Council held a public hearing at their December 17, 2019, meeting. The BWC program was implemented February 12, 2021.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

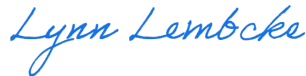
The Redwood Falls Police Department established and enforces a BWC policy. The policy was compared to the requirements of Minn. Stat. § 626.8473. The policy includes all minimum requirements of Minn. Stat. § 626.8473, Subd. 3. The BWC policy is posted on the agency's website.

No discrepancies noted.

This report was prepared exclusively for the City of Redwood Falls and Redwood Falls Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: May 6, 2026

Lynn Lembcke Consulting



Lynn Lembcke



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

Meeting Date: May 19, 2026

AGENDA RECOMMENDATION

Agenda Item: Approve Housing and Redevelopment Authority Appointment

Recommendation/Action Requested: Staff recommends appointing Larry Leske to the Housing and Redevelopment Authority.



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

Meeting Date: May 19, 2026

AGENDA RECOMMENDATION

Agenda Item: Approve Fire Department Appointment

Recommendation/Action Requested: Staff recommends appointing Calvin Mannz to the Fire Department.

AGENDA RECOMMENDATION

Meeting Date: May 19, 2026

Agenda Item: Request to use M&L Parking Lot for Worship in the Streets – The Circle of Healing

Recommendation/Action Requested:

Rae Lynn Stands on behalf of The Circle of Healing Enrichment Program has requested permission to block off a portion of the M&L Municipal Parking Lot, on Saturday, August 8, 2026, from Noon to 10:00 p.m. for a community worship event, “Worship in the Streets”. Staff recommends approval.

Upon approval by City Council, Staff will notify Ms. Stands and reaffirm the City policy regarding barricades and garbage.

cc: Police Chief Jason Cotner
Street Superintendent Darren Hacker

Pastor Rae Lynn Stands
701 Northwood Drive
Redwood Falls, MN 56283
Rae Lynn Stands
507.430.1577

Worship in the Streets Proposal

Thank you for taking the time to read and consider this. I am asking the city if I use the parking lot on Bridge Street where the Farmers Market is usually. To hold a Worship in the Streets on Aug 8th 2026. My old building (The Circle of Healing) is now sold to someone else and I would like to find a new spot to have them every year. I would like to start setting up as soon as possible on that day. We could start bringing stuff up around 10 am that day and start setting up around noon (farmer's market will be closing then) to give my team time to get the sound systems in place and we usually are done by 10 pm. We will be using the picnic tables from the community center and porta potties. ~~If I can have 3 or 4 block offs for the street it would be ideal.~~

The night will be a free event for the community that is centered around worship. There will be a few different pastors speaking in between times of worship. I will be connecting with different churches in the area seeing if they would like to put up a stand with their information/fundraising for their church. It will also be open to nonprofits and organizations this year as well. I will be looking at portapodes and picnic tables this year for the event as well.

If you have any questions, comments or concerns please email me at pastorraelynn@northwoodchurchr.org or by phone 507-430-1577

Sincerely,

Rae Lynn Stands

Redwood Falls 2025 Drinking Water Report

Making Safe Drinking Water

Your drinking water comes from a groundwater source: five wells ranging from 94 to 268 feet deep, that draw water from the Quaternary Buried Artesian aquifer.

Redwood Falls works hard to provide you with safe and reliable drinking water that meets federal and state water quality requirements. The purpose of this report is to provide you with information on your drinking water and how to protect our precious water resources.

Contact Blake Hagert, Superintendent, at (507) 430-0166 or bhagert@ci.redwood-falls.mn.us if you have questions about Redwood Falls's drinking water. You can also ask for information about how you can take part in decisions that may affect water quality.

The U.S. Environmental Protection Agency sets safe drinking water standards. These standards limit the amounts of specific contaminants allowed in drinking water. This ensures that tap water is safe to drink for most people. The U.S. Food and Drug Administration regulates the amount of certain contaminants in bottled water. Bottled water must provide the same public health protection as public tap water.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily mean that water poses a health risk. More information about contaminants and potential health effects can be obtained by visiting the website epa.gov/safewater.

Redwood Falls Monitoring Results

This report contains our monitoring results from January 1 to December 31, 2025.

We work with the Minnesota Department of Health to test drinking water for more than 100 contaminants. It is not unusual to detect contaminants in small amounts. No water supply is ever completely free of contaminants. Drinking water standards protect Minnesotans from substances that may be harmful to their health.

Learn more by visiting the Minnesota Department of Health's webpage [Basics of Monitoring and testing of Drinking Water in Minnesota](https://www.health.state.mn.us/communities/environment/water/factsheet/sampling.html) (<https://www.health.state.mn.us/communities/environment/water/factsheet/sampling.html>).

How to Read the Water Quality Data Tables

The tables below show the contaminants we found last year or the most recent time we sampled for that contaminant. They also show the levels of those contaminants and the Environmental Protection Agency's limits. Substances that we tested for but did not find are not included in the tables.

We sample for some contaminants less than once a year because their levels in water are not expected to change from year to year. If we found any of these contaminants the last time we sampled for them, we included them in the tables below with the detection date.

We may have done additional monitoring for contaminants that are not included in the Safe Drinking Water Act. To request a copy of these results, call the Minnesota Department of Health at 651-201-4700 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Definitions

- **AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **Contaminant:** Any physical, chemical, biological, or radiological substance or matter in water.
- **EPA:** Environmental Protection Agency
- **MCL (Maximum contaminant level):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **MCLG (Maximum contaminant level goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **MRDL (Maximum residual disinfectant level):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **MRDLG (Maximum residual disinfectant level goal):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **N/A (Not applicable):** Does not apply.
- **ppb (parts per billion):** One part per billion in water is like one drop in one billion drops of water, or about one drop in a swimming pool. ppb is the same as micrograms per liter ($\mu\text{g/l}$).
- **ppm (parts per million):** One part per million is like one drop in one million drops of water, or about one cup in a swimming pool. ppm is the same as milligrams per liter (mg/l).
- **ppt (parts per trillion):** One part per trillion is like one drop in one trillion drops of water, or about one drop in 20 Olympic sized swimming pools. ppt is the same as nanograms per liter (ng/l).
- **PWSID:** Public water system identification.

Monitoring Results – Regulated Substances

LEAD AND COPPER – Tested at customer taps.

Contaminant (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Action Level	90% of Results Were Less Than	Number of Homes with High Levels	Range of Detected Test Results	Violation	Typical Sources
Lead	0 ppb	90% of homes less than 15 ppb	6.98 ppb	1 out of 20	0 - 28.7 ppb	NO	Corrosion of household plumbing.
Copper	1.3 ppm	90% of homes less than 1.3 ppm	0.4 ppm	0 out of 20	0.03 - 0.85 ppm	NO	Corrosion of household plumbing.

INORGANIC & ORGANIC CONTAMINANTS – Tested in drinking water.

Contaminant (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Limit (MCL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Nitrate	10 ppm	10 ppm	0.4 ppm	N/A	NO	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

CONTAMINANTS RELATED TO DISINFECTION – Tested in drinking water.

Substance (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG or MRDLG)	EPA's Limit (MCL or MRDL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Total Trihalomethanes (TTHMs)	N/A	80 ppb	22.6 ppb	N/A	NO	By-product of drinking water disinfection.
Total Haloacetic Acids (HAA)	N/A	60 ppb	7.8 ppb	N/A	NO	By-product of drinking water disinfection.
Total Chlorine	4.0 ppm	4.0 ppm	0.3 ppm	0.10 - 0.38 ppm	NO	Water additive used to control microbes.

Total HAA refers to HAA5

OTHER SUBSTANCES – Tested in drinking water.

Substance (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Limit (MCL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Fluoride	4.0 ppm	4.0 ppm	0.45 ppm	0.44 - 0.46 ppm	NO	Erosion of natural deposits; Water additive to promote strong teeth.

Potential Health Effects and Corrective Actions (If Applicable)

Fluoride: If your drinking water fluoride levels are below the optimal concentration range of 0.5 to 0.9 ppm, please talk with your dentist about how you can protect your teeth and your family's teeth from tooth decay and cavities. For more information, visit: MDH Drinking Water Fluoridation (<https://www.health.state.mn.us/communities/environment/water/com/fluoride.html>).

Monitoring Results – Unregulated Substances/Emerging Contaminants

In addition to testing drinking water for contaminants regulated under the Safe Drinking Water Act, we sometimes also monitor for contaminants that are not regulated. Unregulated contaminants do not have legal limits for drinking water. MDH, EPA, and other health agencies may have developed comparison values for some of these compounds. Some of these comparison values are based solely on potential health impacts and do not consider our ability to measure contaminants at very low concentrations nor the cost and technology of prevention and/or treatment. These values may be set at levels that are costly, challenging, or impractical for a water system to meet (for example, large-scale treatment technology may not exist for a given contaminant). Sample data are listed along with comparison values in the table below; it is important to note that these comparison values are not enforceable.

Detection alone of a regulated or unregulated contaminant should not cause concern. The significance of a detection should be determined considering current health effects information. We are often still learning about the health effects, so this information can change over time.

A person drinking water with a contaminant at or below the comparison value would be at little to no risk for harmful health effects. If the level of a contaminant is above the comparison value, people of a certain age or with special health conditions—like a fetus, infants, children, elderly, and people with impaired immunity—may need to take extra precautions. We are notifying you of the unregulated/emerging contaminants we have detected as a public education opportunity.

Unregulated contaminant monitoring helps EPA to determine where certain contaminants occur and whether the Agency should consider regulating those contaminants in the future.

- More information is available on [MDH's A-Z List of Contaminants in Water](https://www.health.state.mn.us/communities/environment/water/contaminants/index.html) (<https://www.health.state.mn.us/communities/environment/water/contaminants/index.html>)
- [Fourth Unregulated Contaminant Monitoring Rule \(UCMR 4\)](https://www.health.state.mn.us/communities/environment/water/com/ucmr4.html) (<https://www.health.state.mn.us/communities/environment/water/com/ucmr4.html>)
- [Fifth Unregulated Contaminant Monitoring Rule](https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule) (<https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule>)
- EPA has developed a [UCMR5 Program Overview Factsheet](https://www.epa.gov/system/files/documents/2022-02/ucmr5-factsheet.pdf) (<https://www.epa.gov/system/files/documents/2022-02/ucmr5-factsheet.pdf>) describing UCMR 5 contaminants and standards.

In the past year, your drinking water may have tested for additional unregulated contaminants as part of the [Fifth Unregulated Contaminant Monitoring Rule](https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule) (<https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule>) and results are still being processed. The Unregulated Contaminant Monitoring Rule 5 (UCMR 5) Data finder allows people to easily search for, summarize, and download the available [UCMR 5 analytical results](https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule-data-finder) (<https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule-data-finder>).

UNREGULATED/EMERGING CONTAMINANTS – Tested in drinking water.

Contaminant	Comparison Value	Highest Average Result or Highest Single Test Result	Range of Detected Test Results
Sodium*	20 ppm	38.8 ppm	N/A
Sulfate	500 ppm	205 ppm	N/A
Lithium	10 ppb	20.5 ppb	16 - 25 ppb

*Note that home water softening can increase the level of sodium in your water.

Some People Are More Vulnerable to Contaminants in Drinking Water

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available on [EPA's website epa.gov/safewater](https://www.epa.gov/safewater).

Service Line Material Inventory

Redwood Falls has completed and submitted our service line materials inventory to the Minnesota Department of Health. The service line inventory is publicly available, and you can check the materials for your service line by visiting the [Lead Inventory Tracking Tool \(LITT\) \(https://maps.umn.edu/LSL/\)](https://maps.umn.edu/LSL/). You may also contact us at jdoering@ci.redwood-falls.mn.us (Jim Doering). We used our engineering firm Bolton-Menk to go door to door. As of 10/29/2025, our inventory contains 123 lead, 42 galvanized requiring replacement, 771 unknown material, and 1222 non-lead service lines.

Learn More about Your Drinking Water

Drinking Water Sources

Groundwater supplies 75 percent of Minnesota's drinking water, and is found in aquifers beneath the surface of the land. Surface water supplies 25 percent of Minnesota's drinking water, and is the water in lakes, rivers, and streams above the surface of the land.

Contaminants can get in drinking water sources from the natural environment and from people's daily activities. There are six main types of contaminants in drinking water sources.

- **Microbial contaminants**, such as viruses, bacteria, and parasites. Sources include sewage treatment plants, septic systems, agricultural livestock operations, pets, and wildlife.

- **Inorganic contaminants** include salts and metals from natural sources (e.g. rock and soil), oil and gas production, mining and farming operations, urban stormwater runoff, and wastewater discharges.
- **Pesticide:** Generally, any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.
- **Herbicide:** Any chemical(s) used to control undesirable vegetation.
- **Organic chemical contaminants** include synthetic and volatile organic compounds. Sources include industrial processes and petroleum production, gas stations, urban stormwater runoff, and septic systems.
- **Radioactive contaminants** such as radium, thorium, and uranium isotopes come from natural sources (e.g. radon gas from soils and rock), mining operations, and oil and gas production.

The Minnesota Department of Health provides information about your drinking water source(s) in a source water assessment, including:

- How Redwood Falls is protecting your drinking water source(s);
- Nearby threats to your drinking water sources;
- How easily water and pollution can move from the surface of the land into drinking water sources, based on natural geology and the way wells are constructed.

Find your source water assessment at [Source Water Assessments](https://www.health.state.mn.us/communities/environment/water/swp/swa.html) (<https://www.health.state.mn.us/communities/environment/water/swp/swa.html>) or call 651-201-4700 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Lead in Drinking Water

Lead can cause serious health problems, babies, children under six years, and pregnant women are at the highest risk. You may be in contact with lead through paint, water, dust, soil, food, hobbies, or your job. There is no safe level of lead.

Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Our water system is responsible for providing high quality drinking water and removing lead pipes from service lines but cannot control the variety of materials used in plumbing components in your home. You can take responsibility by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk.

Read below to learn how you can protect yourself from lead in drinking water.

1. **Let the water run** before drinking tap water flush your pipes for several minutes by running your tap. If you have a lead service line, you may need to let the water run longer. A service line is the underground pipe that brings water from the main water pipe under the street to your home.
 - Activities such as taking a shower, doing laundry or dishes help keep water moving in your home system but are not a replacement for running the tap before you drink if it has not been used for a long period of time.
 - The only way to know if lead has been reduced by letting it run is to check with a test. If letting the water run does not reduce lead, consider other options to reduce your exposure.
2. **Know your service line materials by** contacting your public water system, or you can search for your address online at the [Minnesota Lead Inventory Tracking Tool](https://maps.umn.edu/LSL/) (<https://maps.umn.edu/LSL/>).

- [Protect Your Tap: A quick check for lead \(https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead\)](https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead) is EPA's step by step guide to learn how to find lead pipes in your home.
3. **Use cold water** for drinking, making food, and making baby formula. Hot water releases more lead from pipes than cold water.
 4. **Test your water.** In most cases, letting the water run and using cold water for drinking and cooking should keep lead levels low in your drinking water. If you are still concerned about lead, arrange with a laboratory to test your tap water. Testing your water is important if young children or pregnant women drink your tap water.
 - Contact a Minnesota Department of Health accredited laboratory to purchase a sample container and instructions on how to submit a sample:
[Environmental Laboratory Accreditation Program \(https://eldo.web.health.state.mn.us/public/accreditedlabs/labsearch.seam\)](https://eldo.web.health.state.mn.us/public/accreditedlabs/labsearch.seam)
 The Minnesota Department of Health can help you understand your test results.
 5. **Treat your water** if a test shows your water has high levels of lead after you let the water run. You can use a filter certified with ANSI/NSF standards 53 and 42 for lead reduction.
 - Read about water treatment units:
[Point-of-Use Water Treatment Units for Lead Reduction \(https://www.health.state.mn.us/communities/environment/water/factsheet/poulead.html\)](https://www.health.state.mn.us/communities/environment/water/factsheet/poulead.html)

Information on lead in drinking water, testing methods, and other steps you can take to minimize exposure are available at:

- Visit EPA [Basic Information about Lead in Drinking Water \(http://www.epa.gov/safewater/lead\)](http://www.epa.gov/safewater/lead)
 - Visit the Minnesota department of Health [Lead in Drinking Water \(https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html\)](https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html)
 - To learn about how to reduce your contact with lead from sources other than your drinking water, visit [Lead Poisoning Prevention: Common Sources \(https://www.health.state.mn.us/communities/environment/lead/fs/common.html\)](https://www.health.state.mn.us/communities/environment/lead/fs/common.html)
6. **Be Aware:** Head Start Programs, Child Care Centers, Public and Charter Schools all have requirements to test for lead in drinking water. These programs can learn more about requirements and resources for testing and remediation at [MDH Drinking Water in Schools and Child Cares \(https://www.web.health.state.mn.us/communities/environment/water/schools/index.html\)](https://www.web.health.state.mn.us/communities/environment/water/schools/index.html)



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AGENDA MEMO

Meeting Date: May 19, 2026

Agenda Item: Ordinance No. 104, Fourth Series – Proposed Zoning Amendments to the Unified Development Ordinance for Portable Storage/Shipping Containers

Recommendation/Action Requested: The proposed ordinance was tabled at the May 5, 2026, City Council Meeting after waiver of a second reading. At tonight's meeting, staff are requesting Council make a motion to pull the ordinance from the table and place it on the agenda under old business. Read the proposed ordinance or make a motion to waive a third reading of the ordinance. Discuss the proposed ordinance. After discussion, Staff is requesting approval of the ordinance by motion and roll call vote in accordance with Chapter 4 of the City Charter.

Summary/Overview: Ordinance No. 104 creates a new chapter in the Unified Development Ordinance for the regulation of portable storage/shipping containers. The goal of the ordinance is to provide for the public health, safety, and general welfare of the community and its people through the establishment of standards to ensure that portable storage/shipping containers are used for the short-term, temporary storage and transport of personal property; are not used as accessory buildings in residential and central business district zones; and do not impede vehicular access, traffic flow or circulation, or create public safety hazards.

On April 14, 2026, after published notice in the Redwood Gazette on April 2nd, a public hearing was held by the Planning Commission to discuss Ordinance No. 104, Fourth Series. After the hearing, the Planning Commission adopted the Findings of Fact found in Section 2 of Ordinance No. 104 and recommended approval of Ordinance No. 104.

After the first reading of the ordinance on April 21, 2026, concerns were made known to city staff as to the nature and extent of the ordinance's regulation of portable storage/shipping containers. Revisions were made to the ordinance to address those concerns. The ordinance was presented to the Council on May 5th for a second reading after amendments and was tabled at that time. Council requested additional information regarding the number of shipping containers and current placement based on zoning districts, as well as suggested possible edits to the Ordinance as presented. City Administrator Muetzel requested a committee be formed to discuss the edits Council would like to make. Council Member Smith and Mayor Quackenbush agreed to meet with City Staff to evaluate the Ordinance and provide feedback. Further edits to the ordinance were made following that meeting.

State law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 104, Fourth Series is lengthy. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff have prepared Resolution No. 31 of 2026 and Exhibit A, which contains the summary of Ordinance No. 104 for publication as a separate agenda item.

Attachment: Ordinance No. 104, Fourth Series

ORDINANCE NO. 104, FOURTH SERIES

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT
ORDINANCE, 2014 EDITION, AS PROVIDED IN §14.04 OF THE
REDWOOD FALLS CITY CODE, FOR THE PURPOSE OF REGULATING
THE USE OF PORTABLE STORAGE/SHIPPING CONTAINERS
WITHIN THE CITY OF REDWOOD FALLS**

THE CITY COUNCIL OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. PURPOSE.

WHEREAS, pursuant to State Statute §462.357 which enables cities to enact land use plans through zoning ordinances, a certain document, one (1) copy of which is on file in the office of the City Administrator of the City of Redwood Falls, being marked and designated as the Unified Development Ordinance, 2014 Edition, was adopted, after public hearing, as the Unified Development Ordinance of the City of Redwood Falls, State of Minnesota by Ordinance No. 44, Fourth Series, on November 7, 2014 by the City Council of Redwood Falls. The Unified Development Ordinance of the City of Redwood Falls, State of Minnesota, was adopted for regulating and governing zoning ordinances for the purpose of promoting public health, safety and the general welfare; for the future layout and landscape of the City for years to come; for the development or preservation of open space; for the redevelopment and revival of existing properties; and to develop future plans for harmonious and healthy land use patterns that are consistent with the goals of the City's Comprehensive Plan; and

WHEREAS, after public hearing, Ordinance No. 90, Fourth Series, adopted on May 21, 2024, adopted the Unified Development Ordinance, 2014 Edition, of the City of Redwood Falls with amendments to sections 7.18, 7.20, and 7.24, modifying, zoning, performance standards, and use designations for pools, residential accessory structures, and solar energy systems; and

WHEREAS, the Unified Development Ordinance, 2014 Edition, shall continue and remain adopted as the Unified Development Ordinance of the City of Redwood Falls, State of Minnesota. The Unified Development Ordinance, 2014 Edition, shall remain on file in the office of the City Administrator of the City of Redwood Falls, is hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance with amendments as noted below; and

WHEREAS, the Council finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of Redwood Falls, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good; and

WHEREAS, The purpose of this Chapter is to provide for the public health, safety, and general welfare of the community and its people through the establishment of standards to ensure that portable storage/shipping containers as defined herein are used for the short-term, temporary storage and transport of personal property in residential districts; are not used as accessory buildings in certain zoning districts; and do not impede vehicular access, traffic flow or

circulation, or create public safety hazards. It is the intent of this Ordinance that portable storage/shipping containers be placed on private property.

SECTION 2. That after a public hearing and review of all the evidence pertaining to the request to amend the Unified Development Ordinance, 2014 Edition, as referenced in Section 7, the City Council of the City of Redwood Falls makes the following:

FINDINGS OF FACT

1. The amendments are consistent with the applicable policies of the City's Comprehensive and Land Use Plan.
2. The amendments do not propose to change the zoning classification of a particular property.
3. The amendments are in the best interest of the public as they promote orderly development and are not solely for the benefit of a single property owner.

SECTION 3. CONFLICT AND REPEAL. That any and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Redwood Falls City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. APPLICATION. That nothing in this ordinance or in the Unified Development Ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That Chapter 14, Section 14.01 of the Redwood Falls City Code continue to read as follows:

"SEC. 14.01. UNIFIED DEVELOPMENT ORDINANCE. The Unified Development Ordinance, 2014 Edition, is hereby adopted by reference as though set forth verbatim herein. One copy of said Code shall be marked CITY OF REDWOOD FALLS-OFFICIAL COPY and kept on file in the office of the City Administrator and open to inspection and use by the public."

SECTION 7. That Chapter 14, §14.04 of the Redwood Falls City Code be amended to read as follows:

~~SEC. 14.04 [RESERVED]~~

"SEC. 14.04. AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE. *The Unified Development Ordinance, 2014 Edition, as adopted on November 7, 2014, April 6, 2021, May 21, 2024, and January 2, 2025, by reference as though set forth verbatim in §14.01, §14.02, and §14.03 is hereby amended to read as follows:*

1. Chapter 18 PORTABLE STORAGE/SHIPPING CONTAINERS

ARTICLE 1. GENERAL PROVISIONS

18.01 Purpose

This chapter is established for the purpose of protecting the public health, safety, and general welfare of the community and its people through the establishment of standards to insure that portable storage/shipping containers as defined herein are used for the short-term, temporary storage and transport of personal property; are not used as accessory buildings; and do not impede vehicular access, traffic flow or circulation, or create public safety hazards within the legal boundaries of the City of Redwood Falls through the use of zoning requirements, and land use designations and restrictions.

18.02 Definitions

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (A) The term “Containers” includes but is not limited to portable storage units, shipping containers, pods, Conex, cargo/freight container, reefer, and dry van. The term may be used interchangeably within this ordinance.
- (B) The term “Permanent” means a period of time that exceeds six (6) months of continuous use or placement within a twelve (12) month period.
- (C) The term “Portable Storage Unit” means a storage unit or container designed, constructed, or reconstructed to be capable of movement via towing, hauling or attachment to a vehicle from one site to another and designed to be used without a permanent foundation for storage or shipment of household goods, wares, building materials or merchandise. Portable storage units shall include semi-trailers and similar units which are being used for storage rather than transport.

(D) The term “Shipping Container” means an article of transport equipment which falls into any of the following categories:

- 1) Originally, specifically or formerly designated for or used in the parking, shipping, movement, transportation, or storage of freight, articles, goods, or commodities; and/or,
- 2) Designed for or capable of being mounted or moved on a rail car, or mounted on a chassis or bogie for movement by a truck trailer, or loaded on to a ship; and/or
- 3) A prefabricated metal structure designed for use as an individual shipping container or a metal structure designed and built for the use as an enclosed truck trailer.

(E) The term “Temporary” means a period of time that does not exceed six (6) months of continuous use or placement within a twelve (12) month period.

ARTICLE 2. REQUIREMENTS

18.03 Zoning and Use

(A) Containers may not be placed, stored, or used permanently or temporarily on any property zoned for residential use (including the R-1, R-2, R-3, R-4, R-M, R-B, and R-R districts) or the central business district (B-4). Containers with alterations, such as cosmetic or structural changes done in order for the container to appear more like a typical accessory building or accessory structure are not allowed on residential property or the central business district.

(B) Containers may be placed and used on property in any zoning district, other than residential districts and the central business district, for storage purposes only. A maximum of six (6) containers shall be allowed on a single lot on a permanent basis.

(C) Containers may be placed and used as non-residential accessory buildings in the I-1, I-2, B-1, B-2, and B-3 zoning districts subject to Section 7.19 of the Unified Development Ordinance. Containers placed pursuant to this paragraph must be frost-protection anchored to a permanent foundation and comply with all applicable electric, plumbing, building, and fire code regulations. Containers placed pursuant to this paragraph shall not be used for human habitation or storage. A maximum of two (2) containers is allowed per lot in the B-1, B-2, and B-3 zoning districts.

18.04 General Regulations and Use Standards

The following regulations shall apply to all Containers within City Limits:

- (A) Containers shall not be stacked on one another.
- (B) Containers shall not be used for human habitation.

- (C) Containers shall not be used for purposes other than storage, and shall not be provided with refrigeration, heating, electricity or plumbing, unless they qualify for use under Section 18.03(C) as non-residential accessory buildings.
- (D) Refuse and debris shall not be stored in, against, on or under the container.
- (E) Containers may not occupy any required off-street parking spaces or loading/unloading areas or fire lanes in any district.
- (F) Containers shall not block, obstruct, or reduce in any manner any required exits, windows, vent shafts, parking spaces, and/or access driveways.
- (G) Containers shall comply with all applicable building and fire code regulations.
- (H) Containers shall be placed on an impervious surface, consisting of asphalt, concrete, brick, or cement pavers, and be located a minimum of fifteen (15) feet from the edge of any public right-of-way.
- (I) Containers shall be structurally sound, stable, and in good repair. Any container that becomes unsound, unstable or otherwise dangerous shall be immediately repaired or removed from the property. The City shall provide notice to the owner of the property where the container is located of any condition in violation of this section. After notice to the property owner, any cargo container stored or kept in such a manner deemed a dangerous condition, nuisance, or a public nuisance as determined by the City may be immediately removed by the City. Any cost or expense associated with the removal shall be the responsibility of the property owner where the container is located.
- (J) No container shall be used to store any illegal or hazardous material.
- (K) A single Container must not exceed four hundred and twenty-five (425) square feet.
- (L) Other than ownership identification, no advertising sign shall be attached to a portable storage unit or shipping container.
- (M) Containers shall not be placed within the Lot, Frontage of any Lot as defined in Chapter 2 of the Redwood Falls Unified Development Ordinance as it may be amended from time to time. Containers shall also not be placed space between the Principal Building's primary public access point and the abutting public right-of-way.

18.05 Exceptions

The following containers are exempt from this ordinance:

- (A) Containers for sale or rent or awaiting service that are located on premises owned or leased by a person or business legally engaged in the sale, rental, or service of Portable Storage Units.
- (B) Semi-Trailers that are licensed and road-ready, that are in compliance with all other parking requirements of the Uniform Development Ordinance and City Code.
- (C) Properly licensed fish houses, properly licensed and road-ready recreational vehicles and trailers, and accessory structures that are in compliance with all other requirements of the Uniform Development Ordinance and City Code.

- (D) Containers which are contained within a building.
- (E) Containers that are actively being unloaded and will be located on private property for 15 days or less.
- (F) Containers that are actively being used as part of a City permitted construction project.
- (G) Containers that are located on property owned by a governmental entity, including any municipal, county, state, or federal entity or agency or political subdivision thereof.

ARTICLE 3. VIOLATIONS AND PENALTIES

18.06 Current Violations

Containers located within the listed zoning districts prior to the effective date of this ordinance are considered legal, nonconforming uses and can continue to be kept in place at the time of adoption of the ordinance pursuant to the requirements of Minn. Stat. §462.357 Subd. 1e as it may be amended from time to time. The owners of all properties that contain a use not permitted in a listed zoning district shall provide notice of their non-conforming use to the City within one year of the adoption of the ordinance.

18.07 Penalties

Any person, firm, or corporation who shall violate or refuse to comply with any of the provisions of this Chapter shall be guilty of a misdemeanor as punishable by a fine not to exceed \$1,000 or imprisonment for not more than 90 days, or both, plus the costs of prosecution in either case except as otherwise stated in specific provisions hereof. Each day a violation is permitted to exist shall constitute a separate offense.

18.08 Public Nuisance

(A) The delivery, placement, and maintenance of Containers in violation of this Chapter is declared to be a public nuisance affecting peace and safety because it: 1) obstructs views on streets and private property; 2) creates cluttered and otherwise unsightly areas; 3) prevents the full use of residential streets for residential parking; 4) introduces commercial advertising signs into areas where commercial advertising signs are otherwise prohibited; 5) decreases adjoining landowners' and occupants' use and enjoyment of their property and neighborhood; and 6) otherwise adversely affects property values and neighborhood patterns.

(B) Any criminal penalty notwithstanding, the City of Redwood Falls may determine a Container delivered, placed, or maintained in violation of this Chapter to be a public nuisance affecting peace and safety and order the nuisance abated pursuant to Section 10.69 of the Redwood Falls City Code of Ordinances. The cost of enforcement, removal, and disposal shall be a lien against the subject real property as provided by City Code Section 10.69, Subd. 7, as it may be amended from time to time, but the assessment shall be payable in a single installment.

SECTION 8. EFFECTIVE DATE. That this Ordinance becomes effective from and after its passage and publication of its adoption and reference that a printed copy of the Unified Development Ordinance is available for inspection by any person during regular office hours at the office of the City Administrator.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 19th day of May, 2026.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
19th day of May 2026.

Notary Public

Introduction: 04/21/2026
Posting: 04/22/2026
Adopted: 05/19/2026
Approval Published: 05/28/2026



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AGENDA MEMO

Meeting Date: May 19, 2026

Agenda Item: Resolution No. 31 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 104, Fourth Series - Proposed Zoning Amendments to the Unified Development Ordinance for Portable Storage/Shipping Containers

Recommendation/Action Requested: The proposed resolution was tabled at the May 5, 2026, City Council Meeting. At tonight's meeting, staff are requesting Council make a motion to pull the resolution from the table and place it on the agenda under old business. Staff are requesting to read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If there are no concerns, adopt the proposed Resolution by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: State law requires that all ordinances adopted be published prior to becoming effective. As the Council is aware, Ordinance No. 104, Fourth Series, is lengthy. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff have prepared Resolution No. 31 of 2026 and Exhibit A, which contains the summary of Ordinance No. 104 for publication. Both documents are attached.

Attachment: Resolution No. 31 of 2026
Exhibit A – Summary Publication

RESOLUTION NO. 31 of 2026

A RESOLUTION OF THE CITY OF REDWOOD FALLS PROVIDING FOR THE SUMMARY PUBLICATION OF ORDINANCE NO. 104, FOURTH SERIES, AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, 2014 EDITION, AS PROVIDED IN §14.04 OF THE REDWOOD FALLS CITY CODE, FOR THE PURPOSE OF REGULATING THE USE OF PORTABLE STORAGE/SHIPPING CONTAINERS WITHIN THE CITY OF REDWOOD FALLS

WHEREAS, on May 19, 2026, at the regular Redwood Falls City Council meeting, by majority vote, the City Council adopted Ordinance No. 104, Fourth Series, An Ordinance Amending Redwood Falls Unified Development Ordinance for the Purpose of Regulating the Use of Portable Storage/Shipping Containers within the City of Redwood Falls; and

WHEREAS, State law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, the Ordinance is lengthy; and

WHEREAS, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, The City Council believes that the Summary Publication, as identified in Exhibit A attached hereto, would clearly inform the public of the intent and effect of the Ordinance; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA, that the City Administrator shall cause Ordinance No. 104, Fourth Series, to be published in summary in the official newspaper in lieu of the entire ordinance.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 19th day of May 2026.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2026.

Notary Public

EXHIBIT A

PUBLIC NOTICE

The following is the official summary of Ordinance No. 104, Fourth Series, Titled “An Ordinance Amending the Unified Development Ordinance, 2014 Edition, as Provided in §14.04 of the Redwood Falls City Code, for the Purpose of Regulating the Use of Portable Storage/Shipping Containers within the City of Redwood Falls” for the City of Redwood Falls.

Pursuant to Minn. Stat. Sec. 462.357, which allows local units of government to adopt zoning regulations, Ordinance No. 104 creates a new chapter in the Unified Development Ordinance for the regulation of portable storage units and shipping containers. The goal of the ordinance is to provide for the public health, safety, and general welfare of the community and its people through the establishment of standards to ensure that portable storage units and shipping containers are used for the short-term, temporary storage and transport of personal property and are not used as accessory buildings in residential and central business district zones; and do not impede vehicular access, traffic flow or circulation, or create public safety hazards. The ordinance includes new definitions and prohibits the placement and use of portable storage units and shipping containers in all residential zoning districts as well as the central business district. The ordinance allows for the use of up to six (6) containers for storage in all other types of zoning districts and for permanent placement and use in the I-1, I-2, B-1, B-2, and B-3 zoning districts subject to the Unified Development Ordinance, including several requirements introduced in the newly created chapter.

Pursuant to Section 3.17 of the Redwood Falls Unified Development Ordinance, after proper notice, a public hearing was held by the Redwood Falls Planning Commission on April 14, 2026. Recommendations from the Planning Commission for approval of the zoning amendment request were presented to City Council in the form of Ordinance No. 104, Fourth Series on April 21, 2026.

A complete copy of the full ordinance is available at Redwood Falls City Hall during regular business hours or on the City website at <https://ci.redwood-falls.mn.us/city-government/city-code-of-ordinances>.

This ordinance was enacted after presentation for second reading pursuant to Chapter 4 of the City Charter on May 19, 2026.

THE CITY OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. Purpose.

SECTION 2. Findings of Fact.

SECTION 3. Conflict and Repeal.

SECTION 4. Severability.

SECTION 5. Application.

SECTION 6. 14.01 – Unified Development Ordinance

SECTION 7. 14.04 – Amendments to the Unified Development Ordinance

Chapter 18 – Portable Storage/Shipping Containers

SECTION 8. Effective Date

Passed and Adopted by the Redwood Falls City Council May 19, 2026

Attest:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

Subscribed and sworn to before me this

_____ day of _____, 2026.

Notary Public

(City Seal)

Meeting Date: May 19, 2026

Agenda Recommendation

Agenda Item: Conditional Job Offer for Jacob Hildebrandt

Recommendation/Action Requested: Staff Recommends approval of conditional offer

Summary/Overview:

In March of 2026, a hiring process was initiated to fill a vacant police officer position. An interview panel met with several candidates and at the conclusion of the process Jacob Hildebrandt was identified as the leading candidate.

Since then, Mr. Hildebrandt has completed his education at Alexandria Technical College, passed a psychological examination and physical examination, and submitted his background packet to the department's background investigator. In addition, he is scheduled to take the Minnesota Peace Officer Standards and Training (POST) test. Once he has passed the POST test he will be eligible to begin work at Redwood Falls Police Department.

Staff recommends city council approve hiring Jacob Hildebrandt to fill the vacant police officer position on the condition that we receive confirmation from the Minnesota POST Board he has passed the POST test.

Attachments:

Offer Letter



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

December 9, 2025

Mr. Jacob Hildebrandt
1115 S. Lincoln St.
Redwood Falls, MN 56283

Dear Jacob,

We are very pleased to offer you the full-time position of Police Officer for the City of Redwood Falls. We look forward to having you as part of our team. Please be advised that this offer of employment is contingent upon the following:

- POST Certified
- A satisfactory background check conducted by the Redwood Falls Police Department.
- A satisfactory report from your drug test, pre-employment physical, and psychological testing.
- City Council approval at the next scheduled City Council meeting after the above items have been completed.

This position is classified as full-time, non-exempt (overtime eligible). The normal work period for Police Officers consists of 28 consecutive days. The City of Redwood Falls complies with the Fair Labor Standards Act in relation to overtime for any hours worked in excess of 171 hours during a normal 28-day work period. Your position is eligible for overtime. This position will require varying hours of work that will necessitate evening and weekend work.

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

- Insurance premiums for health, life, flex accounts, and group accident plans *only if you elect them*.
- Statutorily required PERA contributions.
- Federal and State withholding for taxes, etc.
- Applicable union dues.

As permitted by City policy, you are entitled to the following allowances:

- An annual \$900.00 Uniform allowance as per the 2025-2027 LELS Union Contract.

Your starting wage will be \$34.79 per hour or step one of the 2026 LELS Wage Schedule and your first day of work is projected to be approximately June 1, 2026. In January of 2027, you will be eligible for a 3% COLA increase and on June 1, 2027, you will be eligible for a step increase as long as you have a satisfactory evaluation. All newly hired LELS employees shall serve a twelve (12) month probationary period.

In addition to this offer your existing Police Officer Recruit Agreement outlines benefits upon your successful passing of the Minnesota POST licensing exam and completing the field training officer program with the Redwood Falls Police Department. Within 90 days of completion of all other conditions you will be eligible to be reimbursed up to a maximum of \$7,500 for law enforcement related coursework from a Minnesota accredited law enforcement school or program.

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

Offer Letter

Jacob Hildebrandt

Your position is subject to a 14 day pay period and our regularly scheduled pay period is bi-weekly.

As a full-time employee, you will accrue vacation and sick leave on a bi-weekly basis. Your vacation leave accrual will begin at 3.69 hours per pay period. Your sick leave accrual will be 3.69 hours per pay period. As per the 2025 LELS Union Contract you are able to accumulate up to 80 hours of comp time.

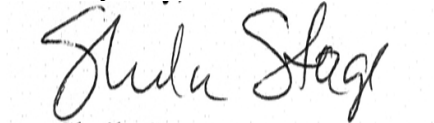
In accordance with the Immigration and Reform and Control Act of 1986, you must provide appropriate documentation to establish identity and eligibility for employment on your first day of work. I've included a copy of the Department of Homeland Security's list of acceptable documents for your review. Please complete Section 1 of the I-9 form and bring this completed document with you on your first day of employment. You will need to bring documents for this form showing proof of identity and employment authorization. See page 3 of the I-9 document for a list of acceptable documents.

I have also included Form **SSA-1945** that contains information about the Windfall Elimination Provision and the Government Pension Offset Provision for you to sign since your employment in this job will not be covered by Social Security. I will need you to sign this form and return it to me.

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

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

Sincerely,



Sheila Stage HR
Coordinator
cc: Personnel File

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

Name

Date

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

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



Trenton Dammann
City Attorney
Phone: (507)616-7400
Fax: (507)637-2417
tdammann@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: May 19, 2026

Agenda Item: Resolution No. 33 of 2026

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: In 2001, the City of Redwood Falls and the Redwood Falls Golf Club entered into a lease agreement allowing the Golf Club to construct and operate a portion of the golf course on land owned by the City. The lease agreement included provisions granting the City the right of First Refusal and the right of Last Refusal to purchase the golf course in the event it was ever sold.

On November 22, 2022, Fernelius Enterprises, LLC presented Golf Club member shareholders with a proposal to acquire the course for the outstanding debt. At the December 6, 2022, City Council meeting, Ryan Fernelius made a request to the Council to not exercise the rights of First and Last Refusal. At that time a motion was made and seconded to approve the request to not exercise the City's rights of First and Last Refusal. The motion passed by unanimous vote.

County records indicate that a contract for deed was entered into by the Redwood Falls Golf Club and Fernelius Enterprises in December of 2023. Due to the change in ownership, a new lease agreement is needed for Fernelius Enterprises. A draft lease agreement was prepared using the previous lease agreement as a template with several updates and removal of several provisions that were no longer required, such as the rights to First and Last Refusal.

Staff recommends Council approval of the attached lease agreement, with authority given to the Mayor and City Administrator to negotiate further amendments in good faith.

Attachments: Golf Course Lease Agreement with Fernelius Enterprises, LLC
Resolution No. 33 of 2026

Lease Agreement

This Agreement made and entered into as of the 1st day of June 2026 by and between the CITY OF REDWOOD FALLS, a municipal corporation organized under the laws of the State of Minnesota (hereinafter "City"), and FERNELIUS ENTERPRISES LLC, a Minnesota corporation (hereinafter "LESSEE").

Article 1. Premises

1.1 **Demise.** In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, City does hereby lease to LESSEE that certain 15.76 acres, more or less, of real property located in Redwood County, State of Minnesota, as more particularly described as follows, to wit:

See Exhibit "A" attached hereto,

(hereinafter referred to as the "Property"), for purposes of operating its golf course facilities and all activities and tasks related thereto.

1.2 **"As Is" Transfer.** The LESSEE has inspected the physical and topographic condition of the Property and accepts same "as is" in its existing physical and topographic condition. The City disclaims any and all warranties of habitability, merchantability, suitability, fitness for any purpose, and any other warranty not expressly set forth in this Agreement. The City and the LESSEE hereby agree and acknowledge that the use of the term "grant" and/or the term "convey" in no way implies that the Property are free of liens, encumbrances and/or prior rights. The LESSEE is hereby put on notice to examine the records in the Office of the Redwood County Recorder, Redwood Falls, Minnesota.

1.3 **Encumbrances.** This Lease is subject to any encumbrances whether of record or not, to the extent valid and subsisting and affecting the Property.

1.4 **Waiver.** The LESSEE hereby releases and waives claims against City, its officers, public officials, employees, agents or contractors for injury or damage to person, property, or business sustained in or about the Property by LESSEE, its agents, employees, invitees, customers, sublessees or other occupants or users of the Property, which injury or damage results from any act, neglect, occurrence, or

condition in or about any Improvement or the Property, but only to the extent such damage is not caused by City, its officers, public officials, employees, agents or contractors.

Article 2. Use of Property

- 2.1 **Approved Uses.** LESSEE shall have the right to use the Property only for the operation of a public golf course and related recreational activities and tasks.
- 2.2 **No Use in Violation of Law.** The LESSEE, at its own expense, shall comply with all federal, state, municipal and other laws, codes, ordinances, rules and regulations applicable to the Property. LESSEE shall not make any unlawful use of the Property or permit any unlawful use thereof.
- 2.3 **Right to Sublease.** LESSEE shall not assign this Lease nor sublet the Property to any other party without the prior written consent of the City.

Article 3. Term

- 3.1 **Lease Term.** The term of this lease shall commence on June 1, 2026, and continue for a period of Twenty (20) years ("Lease Term") until June 1, 2046 ("Termination Date").

Article 4. Rent

- 4.1 **Base Rent.** LESSEE will pay to City annual rent in the amount of \$1.00. Payment for the first year must be made within 30 days of the execution of this agreement. All subsequent annual payments must be made on or before the 1st day of June of each and every subsequent year of this agreement. Payment must be made at 333 South Washington Street, Redwood Falls, Minnesota, or at such other place as may from time to time be designated by City.
- 4.2 **Renegotiation Option.** During the last calendar quarter of the 5th lease year, and every fifth year thereafter, the City and the LESSEE agree that they will evaluate whether to modify the rental rate set forth in section 4.1 of this Agreement. In the event the City and the LESSEE agree to change the then existing rate, that change will be reflected in a written amendment to this Agreement. Any increase shall be limited to the average cost of living increase for the previous 5 years.
- 4.3 **Additional Rent.** In addition to the base rent specified in this agreement, LESSEE shall pay all of the real property taxes that shall be assessed against the Property during the term of this agreement.
- 4.4 **Base Rent in the Event of Assignment.** If the Agreement is assigned, or if the golf course facilities or any part of the golf course facilities is sold, the City, at its election, shall have the absolute right to increase the base rent to any sum the City deems in its sole discretion appropriate.

Article 5. Right to Make Alterations/Improvements

- 5.1 **Permitted Alterations/Improvements.** LESSEE shall have the right, at its own expense, to undertake and complete expansion of its golf club facilities in a manner consistent with the master development plan, a copy of which must be submitted to the City. All construction, alteration, or renovation of any alterations and improvements shall conform to the plans and specifications as submitted and approved by the City. LESSEE shall submit to City for review all plans and specifications for substantial construction, alteration, or renovation (excluding construction of repairs and renovations of improvements already in place which do not materially alter the exterior appearance of the improvements and are intended to continue the improvements in a useful state of operation or to conform the

improvements with uses required by any sublessees approved by City). City's review of plans and specifications is for the purpose of determining compliance with any applicable zoning ordinance, applicable land use plans, the applicable guidelines of this Lease, and for no other purpose. By reviewing such plans and specifications, the City does not assume any liability for any defect in improvements constructed by LESSEE. All work shall be performed in a good and workmanlike manner and shall comply in all material respects with the plans and specifications approved by City.

5.2 **No Duties on City.** City shall have no duty to repair or maintain the Property or any improvements or alterations placed upon or constituting any portion of the Property.

5.3 **Ownership of Improvements.** All alterations, additions, installed equipment, or improvements made by LESSEE shall become the property of City at the termination of the Agreement. Subject to City's rights in Event of Default, LESSEE may remove removable trade fixtures.

Article 6. Covenants of LESSEE

6.1 LESSEE shall use the Property for the purpose of operating a golf course, and all activities and tasks related thereto.

6.2 LESSEE shall not pledge, mortgage or otherwise encumber the agreement or the Property conveyed hereby, without first obtaining City's consent. Any such consent shall be subject to the terms and conditions as may be reasonably requested by the City.

6.3 LESSEE, without the prior written approval of City, may not voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber all or any portion of its interests in this Agreement. Any transfer of the right or practical ability to control the policies and decisions of LESSEE, whether due to transfer of membership interests, shares, beneficial interests, participation interests, joint venture interests, management rights or otherwise, without City's prior written approval, shall constitute an assignment prohibited under this section. Any assignment approved in writing by City shall be effective only upon City's receipt of written notice of the assignment and a written assumption by the assignee of all of the obligations, duties, and liabilities of LESSEE under this Agreement, and shall be subject to the terms and conditions as may be reasonably requested by the City. The assignor and assignee shall give City written notice of the assignment not less than 30 days prior to the effective date thereof.

6.4 LESSEE represents that it has the financial ability or the financing necessary to complete all construction contemplated hereunder.

LESSEE's obligations under this Article to do or not to do a specified act shall extend to and include LESSEE's obligations to exercise reasonable efforts to cause LESSEE's employees, agents and invitees shall do or shall not do such acts, as the case may be.

Article 7. Indemnification

7.1 The LESSEE hereby releases and covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, losses, costs or charges (including attorney's fees), judgments, awards or liability to any person, including claims by the LESSEE's own employees, incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by

LESSEE or by the LESSEE's guests or invitees. The LESSEE further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person including claims by the LESSEE's own employees, arising against the City solely by virtue of the City's ownership or control of the Property, by virtue of the LESSEE's exercise of the rights granted herein, or by virtue of the City's permitting the LESSEE's use of the City's rights-of way, easements or other real property, or based upon the City's inspection or lack of inspection of work performed by the LESSEE, its agents and servants, officers or employees in connection with work authorized on the City's property or property over which the City has control, pursuant to this agreement or pursuant to any other permit or approval issued in connection with this agreement.

7.2 Inspection or acceptance by the City of any work performed by the LESSEE at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation, provided, that the LESSEE has been given prompt written notice by the City of any such claim, has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

7.3 In the event that the LESSEE refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of the LESSEE, then the LESSEE shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

7.4 The obligations of the LESSEE under the indemnification provisions of this paragraph shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this section, however, are not to be construed to require the LESSEE to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence, gross negligence, or willful misconduct of the City or its officers, employees or agents.

7.5 The provisions of this Section shall survive the expiration, revocation or termination of this Agreement.

Article 8. Insurance

8.1 The LESSEE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the LESSEE, its agents, representatives or employees. The LESSEE shall provide an insurance certificate, together with an endorsement naming the City, as an additional insured, to the City. Such insurance certificate shall evidence a commercial general liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily

injury and property damage. The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.

8.2 The above coverages may be provided, in part, through an umbrella policy, with the approval of the City.

8.3 Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or shall be the sole responsibility of the

8.4 The insurance policy(ies) obtained by the LESSEE shall name the City, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers), as additional insureds with regard to activities performed by or on behalf of the LESSEE. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, elected officials, agents, employees, representatives, engineers, consultants or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The LESSEE's insurance shall be the primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the LESSEE's insurance and shall not contribute to it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. The insurance certificate shall contain language, evidencing these requirements.

8.5 Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Article 9. Default and Remedies

9.1 **Event of Default of LESSEE.** Each of the following acts, omissions, or occurrences shall constitute an "Event of Default" of LESSEE:

- a. Failure or refusal by LESSEE to timely pay Rent, or any other sum required when due hereunder and the continuance of such failure for five (5) consecutive days after the receipt of City's written notice to LESSEE specifying such failure;
- b. Except for any covenant, duty or obligation relating to encumbering or transferring, failure or refusal by LESSEE to timely perform or observe any covenant, duty or obligation of LESSEE under this Agreement; provided, however, notwithstanding the occurrence of such Event of Default, City shall not be entitled to exercise any of the remedies provided for in this Agreement or by law unless such Event of Default continues beyond the expiration of thirty (30) days following notice to LESSEE of such Event of Default: provided further, in the event such covenant, duty or obligation of LESSEE reasonably requires more than thirty (30) days for the curing thereof, such failure shall not constitute an Event of Default if LESSEE shall have commenced the curing of such failure within such thirty (30) day period and having commenced such curing, carries same forward to completion with due diligence. Any expenses of the City to collect rents or declare default of the agreement and commence termination of the

agreement shall be due and payable to cure any such default and/or to bring the agreement current;

- c. A voluntary or involuntary transfer of LESSEE's interest in this Agreement without first obtaining the consent of the City.
- d. Abandonment of the Property by LESSEE;
- e. The entry of a decree or order for relief by a court having jurisdiction over LESSEE's obligations hereunder in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of LESSEE or for the Property, or ordering the winding-up or liquidation of LESSEE's affairs; and
- f. The commencement by LESSEE of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by LESSEE to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any substantial part of the property of LESSEE, or to the taking possession of any such property by any such functionary or the making of any assignment for the benefit of creditors by LESSEE, or the failure of LESSEE hereunder generally to pay its debts as such debts become due.

9.2 **Remedies.** On the occurrence of an Event of Default, as described above, City has the following rights or remedies available to it, which rights or remedies shall be cumulative and non-exclusive:

- a. After appropriate notice as provided in Section 11.1, City may, at its option, terminate this agreement, in which event, LESSEE shall immediately surrender possession of the Property to City;
- b. Notwithstanding any Event of Default, nothing herein shall be construed so as to relieve LESSEE of any obligation, including the payment of rent, as provided in this Agreement. City shall have the right, in the event of any uncured financial default, to proceed with a lawsuit to collect on the outstanding rent owed. Except with respect to those counterclaims or claims by LESSEE which, under the laws of the State of Minnesota may only be asserted in the hereafter referred to proceedings brought by City (or be forever barred if not asserted in said proceeding), in the event City commences any proceedings against LESSEE for nonpayment of Base Rent or any other sums due and payable by LESSEE hereunder, LESSEE will not interpose any other counterclaim or claim against City in such proceedings, and City and LESSEE stipulate and agree that, in addition to any other lawful remedy of City, upon motion of City, any such other counterclaim or claim asserted by LESSEE shall be severed out of such proceedings instituted by City and such proceedings instituted by City may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each such other counterclaim or claim asserted by LESSEE. The term "rent" or "rental" when used in this instrument includes Base Rent and all other sums payable hereunder;

- c. After appropriate notice as provided in Section 11.1, City, at its option, may file suit for specific performance by LESSEE of the terms and conditions of this Agreement.
- d. The remedies of City hereunder shall be deemed cumulative and no remedy of City, whether exercised by City or not, shall be deemed to be in exclusion of any other. Except as may be otherwise herein expressly provided, in all circumstances under this Agreement where prior consent or permission of one party ("first party") is required before the other party ("second party") is authorized to take any particular type of action, the matter of whether to grant such consent or permission shall be within the sole and exclusive judgment and discretion of the first party; and it shall not constitute any nature of breach by the first party hereunder or any defense to the performance of any covenant, duty or obligation of the second party hereunder that the first party delayed or withheld the granting of such consent or permission, whether or not the delay or withholding of such consent or permission was prudent or reasonable or based on good cause.
- e. The obligation of LESSEE to pay all rent and other sums hereunder provided to be paid by LESSEE and the obligation of LESSEE to perform LESSEE's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is herein above expressly provided for and not otherwise. LESSEE waives and relinquishes any right to assert, either as a claim or as a defense, that City is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of City not expressly herein set forth.

Article 10. Environmental Provisions

10.1 **LESSEE Compliance.** LESSEE, at all times during the Lease Term, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority and which may be applicable to the Property or any improvement on it or any use of it.

- a. In furtherance and not in limitation of the foregoing paragraph, LESSEE must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, hazardous material, environmental protection, waste disposal, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Property during the Lease Term or any holdover thereafter, LESSEE shall immediately notify City and shall, at LESSEE's own expense, clean and restore the Property to the satisfaction of City and any governmental body or court having jurisdiction of the matter.

10.2 **Hazardous Substances.** LESSEE shall not (either with or without negligence) cause or permit the escape, disposal, or release of any hazardous substances or materials. LESSEE shall not allow the storage or use of such hazardous substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought onto the Property any such materials or substances except to use in the ordinary course of LESSEE's business. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42

U.S.C. Section 9601 et. seq., and applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by LESSEE to City upon demand as additional charges if such requirement applies to the Property. In addition, LESSEE shall execute affidavits, representations and the like from time to time at City's request concerning LESSEE's best knowledge and belief regarding the presence of hazardous substances or materials on the Property. In all events, LESSEE shall indemnify City in the manner elsewhere provided in this agreement from any release of hazardous materials on the Property occurring while LESSEE is in possession, or elsewhere if caused by LESSEE or persons acting under LESSEE. The within covenants shall survive the expiration or earlier termination of the term.

Article 11. Miscellaneous

11.1 **Notices/Addresses.** Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, adequate postage prepaid, if for City, to City Administrator, City of Redwood Falls, P.O. Box 526, Redwood Falls, Minnesota 56283 and, if for LESSEE, to Manager, Ryan Fernelius, Fernelius Enterprises LLC, PO Box 384, Redwood Falls, Minnesota 56283. Either party's address may be changed from time to time by such party by giving notice as provided above. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided. A post office receipt for registration of such notice or signed return receipt shall be conclusive that such notice was delivered in due course of mail if mailed as provided above. For purposes of the calculation of various time periods referred to herein, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above and notice mailed in the manner provided above shall be deemed completed upon the earlier to of (a) actual receipt as indicated on the signed return receipt; or (b) three (3) days after posting as herein provided.

11.2 **Acceptance of Rent.** Neither acceptance of rent (or any portion thereof) or any other sums payable by LESSEE hereunder (or any portion thereof) by City nor failure by City to complain of any action, non-action, or default of LESSEE shall constitute a waiver as to a breach of any covenant or condition of LESSEE contained herein nor a waiver of any of City's rights hereunder. Waiver by City of any right for any default of LESSEE shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of City hereunder or covenant, duty, or obligation of LESSEE hereunder shall be deemed waived by City unless such waiver be in writing, signed by City.

11.3 **Failure to Enforce.** The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

11.4 **Holdover.**

- a. **Month to Month Rent.** If LESSEE holds over and continues in possession of the Property after expiration of the term of this Agreement, LESSEE will be deemed to be occupying the Property on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason of such holding over, the amounts payable by LESSEE under this Agreement shall be increased such that the Base Rent payable during each month or Agreement Year of such period,

as applicable, shall be one hundred twenty-five percent (125%) of the amount payable to City by LESSEE for the applicable period immediately preceding the first day of the holdover period.

- b. Termination. The above-described tenancy from month to month may be terminated at will by either party upon thirty (30) days written notice to the other.
- c. Rent After Notice of Termination. Any Base Rent or other payment due after notice of termination has been given is to be calculated on a pro rata basis. If upon notice of termination by City, LESSEE tenders rent in excess of the amount due and payable and City accepts such payment, the acceptance of such payment will not operate as a waiver by City of the notice of termination unless such waiver is in writing and signed by City. Any such excess amounts tendered and accepted shall be promptly refunded by City after deducting them from any amounts owed City.

11.5 Termination for Public Purpose.

- a. City shall have the right to terminate this Lease, in whole or in part, at any time during the term of this Lease if City determines, in its sole discretion, that the Property is needed for a public purpose. Such public purposes may include, but are not limited to, public infrastructure projects, public safety needs, and other municipal uses.
- b. In the event that City exercises its right to terminate this Lease pursuant to this section City shall provide the LESSEE with at least ninety (90) days' prior written notice of such termination. The notice shall specify the effective date of termination and the public purpose necessitating the termination.
- c. Upon termination of this Lease for a public purpose, City shall repay the LESSEE for any rent paid by the LESSEE covering the Property after the date of termination. City shall not be liable for any other costs, interest, expenses, or damages incurred by the LESSEE as a result of such termination, including but not limited to, relocation expenses, loss of business, or goodwill.
- d. On or before the effective date of termination, the LESSEE shall vacate and surrender the Property to City in accordance with the terms of this Lease, as if the termination date were the originally agreed expiration date of the Lease. The LESSEE shall remove all personal property and any leasehold improvements unless otherwise authorized to remain by Lessor.
- e. City's right to terminate this Lease for a public purpose as set forth in this Section shall not be deemed to waive or limit any other rights or remedies available to the Lessor under this Lease or at law.

11.6 Cause Beyond Control. In the event the parties are prevented by a cause or causes beyond their control from performing any obligation of this agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this agreement which will render the parties liable for damages or give rights to the termination of the agreement for cause. However, if and when such cause or causes cease to prevent performance, the parties shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes

beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the parties and which prevent the performance of the parties: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the parties from performing the terms of the agreement as set forth herein. Notwithstanding the foregoing, LESSEE shall retain its obligations to pay Base Rent and any other payment due hereunder. The City shall determine whether an event is a "cause beyond control" of the parties.

11.7 **Severability.** If any clause of this Lease is found to be in violation of the law, the remainder of the agreement shall remain in full force and effect, unless the unlawful portion would prevent LESSEE from using the Property for its intended purposes.

11.8 **Integration/Entire Agreement.** This document contains the entire agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement and the performance of either party hereto, are merged and integrated into the terms of this document. The submission of this Agreement for examination by LESSEE and/or execution thereof by LESSEE does not constitute a reservation of or option for the Property and this Agreement shall become effective only upon execution of all parties hereto and delivery of a fully executed counterpart hereof by City to LESSEE.

11.9 **Amendment of Agreement.** This Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto. Subject to mutual agreement, the parties reserve the right to amend this Agreement as necessary to address issues not reasonably foreseeable at the time of agreement, including without limitation, delayed performance of either party occasioned by third party acts or omissions, market conditions, requirements of governmental authorities with jurisdiction over the Property and financing requirements of LESSEE's lenders.

11.10 **Interpretation and Enforcement.**

- a. This agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Minnesota. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.
- b. Whenever either party to this Agreement has a right which matures prior to the other party taking action, it is agreed that the exercise of such consent right shall be governed by the rules of good faith, fair dealing and reasonableness.

11.11 **Terminology and Miscellaneous.**

- a. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

- b. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of City, its successors and assigns, LESSEE, its successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by City to any assignment by LESSEE but instead refers only to those instances in which an assignment by LESSEE is hereafter made in strict compliance with Section 6.3 above. The words "hereof," "herein," "hereunder," "hereinafter," "aforementioned" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.
- c. In any circumstances where City is permitted to enter upon the Property during the Agreement Term, whether for the purpose of curing any default of LESSEE, or is otherwise permitted hereunder or by law to go upon the Property, provided City does not unreasonably interfere with LESSEE's business or operations no such entry shall constitute an eviction or disturbance of LESSEE's use and possession of the Property or a breach by City of any of its obligations hereunder or render City liable for damages for loss of business or otherwise or entitle LESSEE to be relieved from any of its obligations hereunder or grant LESSEE any right of off-set or recoupment or other remedy; and in connection with any such entry incident to performance of repairs, replacements, maintenance or construction, all of the aforesaid provisions shall be applicable notwithstanding that City may elect to take building materials in, to or upon the Property that may be required or utilized in connection with such entry by City.
- d. The relation created by this Agreement is that of lessor and lessee. No provision of this Agreement shall be construed in such a way as to constitute City and LESSEE joint venturers or co-partners or to make the LESSEE the agent of City or make City liable for the debts of LESSEE.
- e. In all instances where LESSEE is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.
- f. Upon payment by LESSEE of the Rent herein provided, and the performance of the covenants of LESSEE, LESSEE shall peacefully and quietly hold and enjoy the Property for the term hereof without hindrance or interruption by City or any other persons claiming by, through or under City.

11.12 **Authority.** Each individual executing this agreement on behalf of a corporation or organization represents and warrants that they are duly authorized to execute and deliver this agreement on behalf of said corporation or organization and that this agreement is a valid and binding obligation of said corporation or organization in accordance with the terms hereof.

In Witness Whereof, each party to this agreement has caused it to be executed in their respective names and attested by duly authorized officers, on the date and year first above written.

11.13 **Notices.** All notices or communications required or permitted by this Agreement, not specifically addressed elsewhere in this Agreement, must be written and may be posted, delivered personally, sent by United States mail, postages prepaid, or overnight courier at the following addresses:

If to Lessor: City of Redwood Falls
Municipal Office Building
P.O. Box 526
Redwood Falls, MN 56283

If to Lessee: Fernelius Enterprises LLC
PO Box 384
Redwood Falls, MN 56283

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their or its duly authorized representative(s), as of the day and year first above written.

LESSEE:

LESSOR:

CITY OF REDWOOD FALLS

By: _____

By: _____

Keith Muetzel
City Administrator

By: _____

By: _____

Tom Quackenbush
Mayor

Exhibit "A"

Description of Leased Property

B&G LAND SURVEYS, INC.

G.F. (Jerry) Vickerman
Licensed in MN-IA-SD

230 East Third Street
Redwood Falls, MN 56283
(507) 637-8427

October 27, 2000

All that part of the Southeast Quarter of the Northwest Quarter and of Auditor's Lot 16 of Section 31, Township 113 North, Range 35 West in Redwood County, Minnesota, described as follows, to wit:

Beginning on the west line of the Southeast Quarter of the Northwest Quarter of said Section 31 at a distance of 80.00 feet on a bearing of South $0^{\circ}51'08''$ West from the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 31; thence South $88^{\circ}58'15''$ East for 117.81 feet; thence South $9^{\circ}55'44''$ East for 445.43 feet; thence South $20^{\circ}18'$ East for 440.00 feet; thence South $72^{\circ}43'$ East for 297.72 feet; thence South $10^{\circ}42'20''$ East for 278.02 feet; thence South $24^{\circ}36'$ West for 224.51 feet; thence South $16^{\circ}47'30''$ West for 376.85 feet to the northeasterly line of Auditor's Lot 7; thence North $67^{\circ}46'$ West along the northeasterly line of Auditor's Lot 7 for 544.56 feet to the west line of the Northeast Quarter of the Southwest Quarter of said Section 31; thence North $0^{\circ}49'09''$ East along the said west line for 322.64 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 31; thence North $0^{\circ}51'08''$ East along the west line of the Southeast Quarter of the Northwest Quarter of said Section 31 for 1,251.57 feet to the point of beginning; EXCEPT therefrom that part of Auditor's Lot 7 located West of the west line of Auditor's Lot 16, containing 15.76 acres, more or less.

RESOLUTION NO. 33 OF 2026

**AUTHORIZATION TO EXECUTE
LEASE AGREEMENT WITH
FERNELIUS ENTERPRISES, LLC.**

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

WHEREAS, Fernelius Enterprises, LLC currently operates the Redwood Falls Golf Course under a contract for deed with the Redwood Falls Golf Club that was entered into and recorded in December of 2023; and

WHEREAS, the Redwood Falls Golf Club had previously entered into a lease agreement with the City in February of 2001 with a twenty (20) year term and holdover provision for a portion of the golf course located on City property; and

WHEREAS, the previous lease agreement was never assigned to and assumed by Fernelius Enterprises, LLC by the Redwood Falls Golf Club with consent from the City; and

WHEREAS, with the change in ownership, a new lease agreement, which is attached to and made a part of this resolution, is needed between the City and Fernelius Enterprises LLC.

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 Mayor and/or City Administrator are authorized to execute this agreement and negotiate in good faith any required amendments to the agreement.
3. The agreement described above shall be maintained and insured as allowed by law.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 19th day of May 2026.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
19th day of May 2026.

Notary Public