



**AGENDA FOR  
REGULAR CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 20, 2024 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
  - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
  - Council Changes
  - Staff Changes
4. **Approval of Minutes**
  - A. February 6, 2024
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
  - A. Approve Temporary On-Sale Liquor License – Redwood Area Library Foundation
  - B. Approve Purchase of Police Department Handguns
  - C. Approve Purchase of Street Department Asphalt Cold Planer
  - D. Approve Backhoe Annual Trade
  - E. Approve Purchase of Electric Department Pickup and Snow Plow
  - F. Planning Commission Appointment
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
  - A. Police Department Server and Domain Controller Purchase – Resolution #12
  - B. Approve Wastewater Treatment Facility Improvements and Authorization to Bid
  - C. Police Officer Recruit Agreement
  - D. Water/Wastewater Superintendent Position
  - E. 2024 Street Sealcoat Improvement Project – Resolution #13
  - F. Greater MN Regional Parks and Trails Commission Grant Agreement for Ramsey Park Bathroom Improvements – Resolution #14
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, FEBRUARY 6, 2024**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, February 6, 2024, at 5:00 p.m.

Roll call indicated Council Members Denise Kerkhoff, Jim Sandgren, Larry Arentson, and John T. Buckley were present, constituting a quorum. Mayor Tom Quackenbush and Council Member Matt Smith were absent.

Council President John T. Buckley presided over the meeting.

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

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 Sandgren and seconded by Council Member Arentson to approve the January 16, 2024, minutes as presented. Motion passed by unanimous vote.

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

1. Purchase of Park Department Utility Vehicle and Broom
2. Annual Report and Update of Electric Distribution Generation Rules
3. Temporary On-Sale Liquor License – Redwood Area Chamber & Tourism

Motion passed by unanimous vote.

City Attorney Dammann introduced Ordinance No. 89, Fourth Series – An Ordinance Amending Zoning Ordinance.

Mr. Dammann stated the City received a request from the Independent School District #2897 to rezone from R-2 (Single and Two Family Residential District) to R-B (Residential – Business District) the current location of the Reede Gray Elementary School (Parcel #88-766-3260) at 201 McPhail Drive. In conjunction with the zoning amendment request, ISD #2897 is also requesting to combine and plat the current school parcel with 600 Sunrise Blvd, the former Wood Dale Nursing Home parcel (scheduled to be demolished), to construct a new elementary school and parking lot. According to the Unified Development Ordinance, an educational facility, like the proposed elementary school is not permitted in the R-2 zoning district without a conditional use permit. Therefore, it would need to be rezoned to comply with the Unified Development Ordinance and permit the construction of the proposed school. 600 Sunrise Blvd is currently zoned R-B so once combined and platted, the entire parcel would be zoned R-B.

Mr. Dammann stated the request to re-zone the property was presented to the Planning and Zoning Commission on January 9, 2024. The Planning and Zoning Commission, along with City staff, recommend approval of the re-zone and consequently the Amendment of the Zoning Ordinance. The proposed Ordinance was introduced at the January 16, 2024, City Council Meeting.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Ordinance No. 89, Fourth Series – An Ordinance Amending Zoning Ordinance. Motion passed by the following roll call vote.

AYE:	Council Members Kerkhoff, Sandgren, Buckley, and Arentson
NO:	None
ABSENT:	Council Member Smith

Police Chief Jason Cotner was present to introduce the Updated Joint Powers Agreement with Brown/Lyon/Redwood/Renville Drug Task Force.

Chief Cotner stated on November 21, 2023, an updated Joint Powers Agreement (JPA) was presented to Council that had been approved by the Brown/Lyon/Redwood/Renville Drug Task Force Board of Directors (DTF Board). The updated JPA was presented primarily due to a change approved by the DTF Board which changed the number of meetings each year. That change required an updated JPA to empower the financial agent to receive and disburse funds for the DTF on a bi-monthly rather than monthly basis.

Chief Cotner stated at the time it was presented to Council the updated JPA was also being reviewed and approved by the various member agency councils and boards. Council did approve the updated JPA at the November 21, 2023 meeting. In the weeks following Council's approval, the Redwood County Attorney reviewed the updated JPA for the Redwood County Sheriff's Office. The Redwood County Attorney requested changes to the JPA, primarily to section 9.5 which deals with records retention of BLRR DTF documents. After this request was made a new draft JPA was reviewed and approved by the DTF Board during their December 14, 2023, meeting. This newly updated draft JPA has been reviewed by Police Chief Jason Cotner and Redwood Falls City Attorney Trenton Dammann and neither have any objections or requested changes to this new JPA.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to approve the Updated Joint Powers Agreement with Brown/Lyon/Redwood/Renville Drug Task Force. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 9 of 2024 – MnDOT State Aid for Local Transportation Municipal State Aid Street Funds Advance Resolution.

Mr. Doering stated the City of Redwood Falls has a current MSAS balance of \$96,239.24 and an anticipated allotment of \$277,500 in construction funds in 2024 for upgrading the MSAS routes in the City limits for an estimated total balance of \$373,739.24. The 2024 reimbursement requests for East 4th Street Reconstruction Project may exceed our MSAS allotment for 2024 in the total amount of \$35,841.79. MNDOT allows advancement requests that do not exceed 4 years of allotments. The East 4th Street Reconstruction Project is anticipated to require an additional \$35,841.79 in MSAS funds and is the purpose of this advance request. Staff is recommending the advancement request of \$35,841.79 to meet reimbursement needs in order to complete the East 4th Street Reconstruction Project.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to waive the reading of Resolution No. 9 of 2024 – MnDOT State Aid for Local Transportation Municipal State Aid Street Funds Advance Resolution. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve Resolution No. 9 of 2024 – MnDOT State Aid for Local Transportation Municipal State Aid Street Funds Advance Resolution. Motion passed by unanimous vote.

City Attorney Dammann introduced Resolution No. 10 of 2024 – Authorization to Execute Independent Contractor Agreement for Building Inspection Services between City and Core Code Solutions, LLC.

Mr. Dammann stated the Redwood Valley Elementary School Project ("Project") is a state-licensed facility and requires building permit, plan review, inspection, and code administration and enforcement services to be provided by the Department of Labor and Industry or a qualified Building Official under Minnesota State Building Code. The City employs its own Building Official and holds a valid delegation agreement with the State of Minnesota pursuant to Minn. Stat. § 326B.107 Subd. 2 for state-licensed facilities. However, the City's Building Official does not possess the required years of experience to fulfill the delegation agreement for State Building Projects. Because it is a state-licensed facility, without being able to exercise the delegation agreement, the Project would need to be permitted, reviewed, and inspected by the State instead of a local entity.

Mr. Dammann further stated the City of Redwood Falls, through the proposed agreement with Core Code Solutions, would be able to provide these services for the Project at the local level. As part of the agreement, the City would be collecting all building permit and plan review fees. After State deductions, the City would agree to disburse 50% of the net permit fees and 100% of the net plan review fees collected to Core Code Solutions.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to waive the reading of Resolution No. 10 of 2024 – Authorization to Execute Independent Contractor Agreement for Building Inspection Services between City and Core Code Solutions, LLC. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 10 of 2024 – Authorization to Execute Independent Contractor Agreement for Building Inspection Services between City and Core Code Solutions, LLC. Motion passed by unanimous vote.

Deer Hunt Coordinator Paul Parsons was present to discuss the 2023 Archery Deer Hunt Report.

Mr. Parsons summarized the 2023 deer hunt as follows: the season coincided with the full Minnesota DNR archery season from September 16, 2023, to December 31, 2023, the hunt was limited to 20 participants, 22 qualified this year, and 23 applications were submitted, a total of 22 deer were harvested with 189 deer being spotted, and hunters spent a total of 409 hours in the stand.

Public Works Project Coordinator Doering stated staff is recommending the deer hunt committee reconvene to further review the results of the hunt, what was learned, and what to change in order to determine if future hunts are warranted. Results of the committee meeting along with a 2024 recommendation will be presented to Council prior to submission to the MN DNR to conduct a 2024 Archery Deer Hunt.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve the 2023 Archery Deer Hunt Report as presented and allow the deer hunt committee to reconvene to discuss a 2024 Archery Deer Hunt. Motion passed by unanimous vote.

City Administrator Muetzel introduced Resolution No. 11 of 2024 – Appointing 2024 Election Judges.

Mr. Muetzel stated under Section 204B.21, Subdivision 2 of the Election Laws of the State of Minnesota, the Council of each municipality shall appoint in the manner provided, qualified voters as judges of election with the understanding that amendments can be made by the Election Administrator. The following qualified voters are hereby designated as Judges of Election for the March 5, 2024, Presidential Nomination Primary Election: Caitlin Kodet, Amy Kerkhoff, Marcee Stromberg, Mary Wetmore, Bruce Tolzmann, Stephanie Klavetter, Wayne Junker, Abby Larson, Mary Walz, Eric Lovett, Jessica Lovett, Mary Liebl, Julie Faugstad, and Daniel Faugstad.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to waive the reading of Resolution No. 11 of 2024 – Appointing 2024 Election Judges. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 11 of 2024 – Appointing 2024 Election Judges. Motion passed by unanimous vote.

Police Chief Cotner provided Council an update on recent investigations by the Drug Task Force and the City's Police Department liaison to the Drug Task Force, Officer Mathwig, following multiple drug overdoses in the community. Chief Cotner praised the Drug Task Force and Officer Mathwig for the collaborative efforts taken during these investigations. The ability to utilize State funding because of the Council approved Joint Powers Agreement for the Minnesota Anti-Heroin Task Force Program has been crucial in helping to fund the overtime needed for the opioid related investigations.

Public Works Project Coordinator Doering received an update regarding the Lake Redwood fishing pier. The pier is scheduled to be delivered on February 7, 2024 and will be installed in the spring.

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 Arentson 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

## AGENDA RECOMMENDATION

**Meeting Date:** February 20, 2024

**Agenda Item:** Redwood Area Library Foundation Temporary (1-Day) On-Sale Liquor License Application

**Recommendation/Action Requested:** Approve the Redwood Area Library Foundation Temporary On-Sale Liquor Application.

**Summary/Overview:**

The Redwood Area Library Foundation has completed the necessary application process including the required certificate of liquor liability insurance for a temporary (1-day) on-sale liquor license. The Library Foundation is hosting a beer/wine tasting fundraiser in conjunction with KLGR at the Redwood Area Community Center, 901 E. Cook St. on Saturday, April 6, 2024 from 11:00 a.m. to 3:00 p.m. Staff recommends approval.

Meeting Date: February 20, 2024

### **Agenda Recommendation**

**Agenda Item:** Purchase of Department Issued Handguns

**Recommendation/Action Requested:** Staff recommends approval of the purchase from Kiesler Police Supply.

#### **Summary/Overview:**

Within the 2024 Redwood Falls Police Department budget a request was made to replace the department issued handguns for all the officers. The requested budget amount was \$12,000 which was based on quotes received from vendors during budget preparations in the Summer of 2023. The requested amount was approved within the 2024 budget.

In January, 2024, RFPD staff obtained updated quotes for the same pistols and learned the cost had increased significantly since the Summer of 2023. Two quotes were obtained in January. The first was from River Valley Arms and Ammo LLC for \$19,055.00. The second quote was from Kiesler Police Supply for \$16,597.88. Both quotes take into account the sale of the existing department handguns and ammunition.

Police Chief Jason Cotner has discussed the overage of this purchase with Finance Director Kari Klages and it will be covered through the sale of a department squad car scheduled for retirement later this year. In accordance with the city's procurement policy, all purchases in excess of \$10,000 require city council approval. Staff recommends approval of this purchase.

#### **Attachments:**

- Quote from River Valley Arms and Ammo
- Quote from Kiesler Police Supply



## Sales Quote

KIESLER POLICE SUPPLY  
 2802 SABLE MILL RD  
 JEFFERSONVILLE, IN 47130

**Bill-to Customer**  
 REDWOOD FALLS POLICE DEPARTMENT  
 ANDREW MATHWIG  
 303 EAST 3RD ST.  
 REDWOOD FALLS, MN 56283

**Ship-to Address**  
 REDWOOD FALLS POLICE DEPARTMENT  
 303 EAST 3RD ST.  
 REDWOOD FALLS, MN 56283

Your Reference  
 Bill-to Customer No. L00248  
 Tax Registration No.

Salesperson  
 Email  
 Home Page  
 Phone No. KJELL BJØRGEN

No. Q147980  
 Document Date January 3, 2024  
 Due Date February 2, 2024  
 Payment Terms  
 Payment Method  
 Tax Identification Type Legal Entity  
 Shipment Method  
 ANDREW MATHWIG  
 amathwig@ci.redwood-falls.mn.us

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
GLOCPA4555202MOS	GLOCK 45MOS-GEN5 9MM PISTOL BLACK, FRONT SERRATION S FIXED SIGHTS AMRKE	14	EACH	429.00	6,006.00
STRE69424	STREAMLIGHT TLR-7A FLEX W/ HIGH SWITCH MOUNTED ON LIGHT + LOW SWITCH IN RETAIL BOX. 6 PER MASTER PACK, PRICED INDIVIDUALLY CCRCK	12	EACH	131.27	1,575.24
SAFA7360RDS-28327481	SAFARILAND MODEL 7360RDS 7TS ALS/SLS MID-RIDE LVL III RETENTION DUTY HOLSTER FOR GLOCK 19/45MOS (ALL GENS) W/ TLR-7 & RMR, BASKETWEAVE, BLACK, RIGHT HAND ---NEED TO KNOW RH/LF BEFORE PLACING ORDER CCHMO	12	EACH	138.03	1,656.36
TRUJGL201-C-600661	TRIJICON NIGHT SIGHT SUPPRESSOR SET OMEE	14	EACH	102.35	1,432.90
TRJRMHD2-C-3200002	TRIJICON RMR HD 50 MOA ADJUSTABLE LED RETICLE W/ 3.25 MOA RED DOT, CR2032 BATTERY RM4EE	14	EACH	567.00	7,938.00
CHGL-RSH	C&H V4 MOS GLOCK TO RMR/SRO/HSUN 407/507/508 KHHK	14	EACH	66.37	929.18
KIESLER NOTE	DEPARTMENT TRADE IN OF (13) GLOCK G22 GEN4 W/GNS AND 3 MAGS	13	EACH	-235.00	-3,055.00





No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	\$235/GUN				
SHIPPING	SHIPPING CHARGE	1	EACH	115.00	115.00
FORMAT KJELL	QUOTED BY KJELL BJORGEN KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS. KBJORGEN@KIESLER.COM	1	EACH	0.00	0.00
KIESLER SIGNATURE	SIGN/DATE TO APPROVE PURCHASE	1	EACH	0.00	0.00
	X _____ SIGNATURE REQUIRED				
	X _____ DATE				
	X _____ PHONE# FOR FED X QUESTIONS				
	Amount Subject to Sales Tax			0.00	
	Amount Exempt from Sales Tax			0.00	
				<b>Subtotal</b>	<b>16,597.68</b>
				<b>Total Tax</b>	<b>0.00</b>
				<b>Total \$ Incl. Tax</b>	<b>0.00</b>
				<b>Tax Amount</b>	<b>0.00</b>

**KIESLER POLICE SUPPLY FFL# 4-35-019-11-4M-08220**

**RETURNED GOODS POLICY**

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

**DEFECTIVE MERCHANDISE POLICY**

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

**DAMAGED GOODS POLICY**

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

**River Valley Arms & Ammo LLC**

221 West 2nd St  
 Morton, MN 56270 US  
 701-388-8659  
 Orders@rivervalleyarms.com

**Estimate****ADDRESS**

Andy Mathwig  
 Redwood Falls Police Department

**ESTIMATE #**

1001

**DATE**

01/04/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Miscellaneous Item	GLOCK 45 MOS GEN5 9MM PISTOL - GLOCK PA455S201MOS	14	573.30	8,026.20T
Miscellaneous Item	STREAMLIGHT TLR-7A FLEX - STREAM 69424	12	119.99	1,439.88T
Miscellaneous Item	SAFARILAND HOLSTER - NOT FOUND	1	0.00	0.00T
Miscellaneous Item	TRIJICON NIGHT SIGHT SUPPRESSOR SET - TRGL201-C-600661	14	99.99	1,399.86T
Miscellaneous Item	TRIJICON RMR HD 50 MOA - TRI RMHD2C3200002	14	596.99	8,357.86T
Miscellaneous Item	C&H V4 MOS GLOCK TO RMR	14	80.80	1,131.20T
Discount	TRADE VALUE ON DEPARTMENT G22	13	-100.00	-1,300.00T

Thank you for reaching out to us. For the Safariland holster, we'd be happy to help facilitate a purchase directly with Safariland, however, our distributors don't carry the model you'd need if you do the Streamlight TLR-7A and RMR.

SUBTOTAL	19,055.00
TAX	0.00
<b>TOTAL</b>	<b>\$19,055.00</b>

Accepted By

Accepted Date

**Meeting Date: February 20, 2024**

**AGENDA RECOMMENDATION**

**Agenda Item:** Black Top Cold Planer

**Recommendation/Action Requested:** Staff recommends approval of the purchase order from Weltsch Equipment.

**Summary/Overview:** The 2024 operating budget includes \$15,000.00 to trade a 2014 HP16 cold planer for a 2024 HP16 cold planer. Total cost after trade is \$16,400.00.

**Attachments:** Purchase Orders  
Weltsch Equipment: \$16,400.00  
Farm-Rite Equipment: \$21,872.00



Weltsch Equipment, Inc.

GENERAL RETAIL PURCHASE ORDER AND SECURITY AGREEMENT
1615 EAST BRIDGE ST, PO BOX 477
REDWOOD FALLS, MN 56283
507.644.3566 - WWW.WELTSCH.COM

Date 1.23/2024

BUYER CITY OF REDWOOD FALLS

PHONE

ADDRESS BOX 526

CELL PHONE (507) 381-1890

CITY/STATE/ZIP REDWOOD FALLS MN 56283

County REDWOOD

E-MAIL

DELIVERED BY

DEL/PU DATE

Table with columns: QTY, N/U, STK NO, MODEL, MAKE, SERIAL NO, DESCRIPTION, Tax, AMOUNT. Row 1: 1, N, HP 16, NH, 84539372, 16 IN COLD PLANNER, \$ 21,400.00

Summary table with columns: MODEL, MAKE, SERIAL NO, DESCRIPTION, Tax, TRADE-IN ALLOWANCE, FREIGHT & HANDLING, TOTAL CASH PRICE, TRADE-IN ALLOWANCE, BALANCE DUE, SALES TAX, TOTAL DUE, CASH WITH ORDER, FIN DOC FEE, TOTAL FINANCED/DUE

- SOLD USED AS-IS. No warranty of any kind has been given by the dealer or his agent
SOLD USED WITH SPECIAL AGREEMENTS
SOLD NEW WITH Manufacturer Warranty

Taxable Sale \$ -

Taxable Trade-In \$ -

ST3 on file

Summary table with columns: SALES TAX, TOTAL DUE, CASH WITH ORDER, FIN DOC FEE, TOTAL FINANCED/DUE

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries, or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse, or negligence.

Buyer's Signature

Date

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER

Salesman

Accepted by: (Dealer's Signature)

Handwritten signature of the dealer

Customer Copy

Add 4" Cutting Head - \$500

Total Due: \$16,400



Product Quotation  
 Quotation Number: **DR321748**  
 Quote Sent Date: **Jan 31, 2024**  
 Expiration Date: **Mar 01, 2024**

Prepared By  
**Dan Ronning**  
 Phone: 320-212-4367  
 Email: dan.ronning@farmriteequip.com

Customer  
 City of Redwood Falls  
 1105 S MILL ST  
 REDWOOD FALLS, MN, 56283

Contact

Dealer  
**Farm-Rite Equipment of Willmar, Inc.,**  
**Willmar, MN**

Item Name	Item Number	Quantity	Price Each	Total
18" Planer, High Flow	M7018	1	19,047.00	19,047.00
4" Slot Cut Drum	6958406	1	2,157.00	2,157.00
No Drum Factory Installed	M7018-R01-C12	1	0.00	0.00
14-Pin T-Harness Kit - Graders, Box Blades, Planers	7164095	1	0.00	0.00

Total for 18" Planer, High Flow **21,204.00**

Quote Total - USD	21,204.00
Dealer P.D.I.	100.00
Freight Charges	0.00
Destination Charges	503.00
Dealer Assembly Charges	65.00
Sales total before Taxes	21,872.00
Taxes	0.00
<b>Quote Total - USD</b>	<b>21,872.00</b>

**Customer Acceptance:**

Quotation Number: **DR321748**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y  / N

**Meeting Date: February 20, 2024**

**AGENDA RECOMMENDATION**

**Agenda Item:** 2023 Case Backhoe Trade with Titan Machinery

**Recommendation/Action Requested:** Staff recommends approval of the purchase order from Titan Machinery.

**Summary/Overview:** The City of Redwood Falls participates in an on-going purchase program with Titan Machinery to trade our Backhoe on an annual basis. Doing so has been a cost-effective way to maintain our equipment fleet and to minimize maintenance expenses. There is a 2023 Case backhoe (580n) that is scheduled to be traded in 2024. The total cost to trade is \$21,985.00 and there is \$25,000.00 in the 2024 operating budget to cover the cost of the trade.

**Attachments:** Purchase Order - Titan Machinery: \$21,985.00



**Invoice**

ESA# : ES0013414

Date : 02/13/2024

**Customer:** REDWOOD FALLS, CITY OF  
**Address:** CITY OF REDWOOD FALLS  
 333 S WASHINGTON ST  
 PO BOX 526  
 REDWOOD FALLS MN 56283-0526  
**County:** REDWOOD **PO:**  
**Phone:** 507-637-5755  
**Sales Tax Possession / Receiving Location:**  
 MN, REDWOOD, REDWOOD FALLS

**Seller:** TITAN MACHINERY- MARSHALL  
**Address:** 1201 HWY 59 N  
 MARSHALL MN 56258-2710  
**Phone:** 507-532-5783 SWENHAUGEN, JOSEPH F.

**NOTICE TO PURCHASER**  
 1. Read this contract before you sign it.  
 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.  
 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.  
 4. The Acknowledgments and Additional Terms and Conditions are a part of this contract and are incorporated herein by reference.

**Purchased Equipment Information**

Type	Product	PDI	Warranty	Unit #	Serial Number	Sales Price
New	CASE, 580SNWT, BACKHOE	No	STANDARD FACTORY	E00081233	JJGN58WTPC782436	123,385.00
Addendum Subtotal Price						0.00

<b>Trade-In Equipment Information</b>	<b>1. Total Sales Price</b>	<b>123,385.00</b>
---------------------------------------	-----------------------------	-------------------

I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above product as a "trade-in" to be applied against the cash price. Such items shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price allowed for each item.

Description of Trade In	Unit #	Serial Number	Amount
CASE, 580SN, BACKHOE	E00081890	NNC780589	101,400.00
Addendum Subtotal Price			0.00

Tax Breakdown	Amount	2. Total Trade In Allowance	101,400.00
Total Taxes	0.00	<b>3. Balance</b>	21,985.00
<b>Other Options, Charges, Fees</b>	<b>Amount</b>	4. Total Tax	0.00
FINANCE FEES	0.00	5. Other Options, Charges, Fees	0.00
		6. Trade Payoff / Pre Barter	0.00
		<b>7. Total Due</b>	21,985.00
		<b>SETTLEMENT</b>	
Addendum Subtotal Price	-0.00	8. Cash Payment	21,985.00
<b>Total Other Options, Charges and Fees</b>	<b>0.00</b>	9. Cash Due:	0.00
		10. Retail Installment Contract	0.00
		<b>11. Total Settlement</b>	21,985.00

**It is understood that this is the entire agreement between the parties**

Customer: \_\_\_\_\_ Date \_\_\_\_\_ Salesperson: Joe Swenhaugen  
 SWENHAUGEN, JOSEPH F.  
 Customer: \_\_\_\_\_ Date \_\_\_\_\_ Accepted By: \_\_\_\_\_

**Meeting Date: February 20, 2024**

**AGENDA RECOMMENDATION**

**Agenda Item:** 2024 Pickup Purchase with Weelborg Ford

**Recommendation/Action Requested:** Staff recommends approval of proposal from Weelborg Ford

**Summary/Overview:** The 2024 Central Garage Operating Budget includes \$70,000.00 to replace the 2013 pickup and boss snowplow. Staff request approval to purchase a 2024 pickup from Weelborg Ford for \$49,064.98 and new Boss Plow from Crysteel Truck Equipment for \$9,438.00.

**Attachments:** Weelborg Ford Proposal: \$49,064.98  
Olson Chevrolet Proposal: \$51,485.00  
Boss Plow - Crysteel Truck Equipment Proposal: \$9,438.00





Preview Order 1111 - F2B 4x4 Reg Cab SRW: Order Summary Time of Preview: 02/12/2024 10:36:16 Receipt: 1/29/2024

Dealership Name: Weelborg Ford, Inc.

Sales Code : F58665

Dealer Rep.	joel read	Type	Stock	Vehicle Line	Superduty	Order Code	1111
Customer Name		Priority Code	80	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 STYLESIDE PICKUP/142	\$47760	PLATFORM RUNNING BOARDS	\$320
142 INCH WHEELBASE	\$0	10000# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	ENGINE BLOCK HEATER	\$190
VINYL 40/20/40 SEATS	\$0	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	SNOWPLOW PREP/CAMPER PACKAGE	\$305
PREFERRED EQUIPMENT PKG.600A	\$0	SPARE TIRE AND WHEEL	\$0
.XL TRIM	\$0	JACK	\$0
.AIR CONDITIONING -- CFC FREE	\$0	UPFITTER SWITCHES	\$165
.AM/FM STEREO MP3/CLK	\$0	250 AMP ALTERNATOR	\$85
.6.8L DEVCT NA PFI V8 ENGINE	\$0	360 DUAL WARN STRB AMBER/WHITE	\$650
10-SPEED AUTO TORQSHIFT-G	\$0	XL CHROME PACKAGE	\$225
.LT245/75R17E BSW ALL-SEASON	\$0	.FOG LAMPS	\$0
3.73 RATIO REGULAR AXLE	\$0	FUEL CHARGE	\$0
JOB #2 ORDER	\$0	PRICED DORA	\$0
CV LOT MANAGEMENT	\$0	ADVERTISING ASSESSMENT	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1995

TOTAL BASE AND OPTIONS	MSRP	\$51695
DISCOUNTS	NA	
TOTAL		\$51695

*\$ 49,064.98 plus tax*

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

*Joel Read*  
*Weelborg Ford*

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**This order has not been submitted to the order bank.**

**This is not an invoice.**



Vehicle: [Retail] 2024 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓  
Complete )

MKM	Transmission, Allison 10-Speed automatic		\$0.00
NZZ	Skid Plates	Inc.	
PCV	WT Convenience Package		\$800.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
VK3	License plate kit, front		\$0.00
VQO	LPO, Black work step		\$495.00
VYU	Snow Plow Prep/Camper Package		\$300.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall		\$0.00
<b>SUBTOTAL</b>			<b>\$49,490.00</b>
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
<b>TOTAL PRICE</b>			<b>\$51,485.00</b>

**FUEL ECONOMY**

Est City:N/A  
 Est Highway:N/A  
 Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
 Data Version: 21599. Data Updated: Jan 29, 2024 6:53:00 PM PST.



1130 73rd Avenue NE  
 Fridley, MN 55432  
 (763) 571-1902  
 1-800-795-1902  
 Fax # (763) 571-5091

Highway 60 East  
 Lake Crystal, MN 56055  
 (507) 726-6041  
 1-800-722-0588  
 Fax # (507) 726-2984

[www.crysteeltruck.com](http://www.crysteeltruck.com)

AN EQUAL OPPORTUNITY EMPLOYER

Date: 1/30/2024  
 Company: City of Redwood Falls  
 Contact: Darrell  
 Phone#: 507-430-0059  
 Email: dbowers@ci.redwood-falls.mn.us

Reference:  
 Address:  
 City: Redwood Falls  
 State: MN

Dealer		Chassis Estimated Delivery	
Truck Make	FORD/CHEVY	CA or CT	
Model Year	2024	Transmission	
Truck Model	F250-2500HD	Cab Color	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA  
 CONTRACT NO: 216663  
 RELEASE NO: T-763(5)  
 CONTRACT PERIOD: FEB 1, 2023, THROUGH JANUARY 31, 2024  
 EXTENSION OPTION: Up to 39 months  
 1-UNIT  
 STATE COOPERATIVE PRICING

QTY			Price Each	Extended
<b>3.0 Front Snow Plow</b>				
1	3.35	8'2" V-XT Steel Vee Plow	\$8,048.00	\$8,048.00
1	3.35	Install of 8'2" V-XT Steel Vee Plow	\$875.00	\$875.00
1	3.72	Light Adapter	\$179.00	\$179.00
1	3.94	Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty, 9'HD)	\$261.00	\$261.00
1	3.94	Install of Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty, 9'HD)	\$75.00	\$75.00

**Total Package Price \$9,438.00**

\*\*\*PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES\*\*\*

Cost Per Loaded Mile for Delivery: \$4.00

Starting Point: Lake Crystal, MN

\*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

\*\*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

\*\*\*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Lake Crystal
Contact Person:	Josh Miller
Street Address:	52248 Ember Rd
City, State, Zip:	Lake Crystal, MN 56055
Phone #:	(507) 726-6041
Toll Free #:	(800) 722-0588
Fax #:	(507) 726-2984
Email Address:	imiller@crysteeltruck.com



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

---

**Meeting Date: February 20, 2024**

**AGENDA RECOMMENDATION**

**Agenda Item:** Planning Commission Appointment

**Recommendation/Action Requested:** Mayor Quackenbush is requesting City Council approval to appoint Kory Grey to the Planning Commission.



## AGENDA RECOMMENDATION

**Meeting Date:** February 20, 2024

**Agenda Item:** Resolution No.12 of 2024 - PD Server & Azure Domain Controller Purchase

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

**Summary/Overview:** Currently, the city domain controller, print server, and PD servers are hosted at the RACC. The hardware is aged, and the goal since implementing the modern workplace project started in 2021 has been to eliminate server hardware, which at that time was at a recommended replacement point. By moving servers to cloud based solutions, we eliminate roughly \$46,000 in overhead costs every 5 years. Completing this project also eliminates the need of the dedicated air conditioning system currently set up in the RACC server room. This will eliminate roughly \$1,200 in annual expenses and \$8,000 in capital expenses every 5-8 years.

The last transition is to eliminate the city domain controller and print server, both housed at the RACC, by implementing Azure active directory. After implementing Azure, a new server for the police department will need to be purchased. The domain controller and file server for the PD are currently housed on the physical server at the RACC. Because of the sensitive nature of police department data, we will maintain a physical server instead of transitioning them to a cloud-based solution. The new PD dedicated server would be housed at a secure location in the Law Enforcement Center building.

There would be a monthly cost increase of \$200 after implementation of the project to upgrade any city business standard accounts to business premium. There would be a decrease of monthly server backup costs of \$300, therefore decreasing overall monthly costs by \$100.

This project has a total one-time cost of \$56,446 and is included in the 2024 budget.

Staff recommends approval of the resolution.

**Attachments:** Thriveon Azure Recommendation  
Thriveon PD Server Recommendation  
Projected 10-year ROI

**RESOLUTION NO. 12 OF 2024  
AUTHORIZATION TO EXECUTE PURCHASE OF  
SERVER AND SERVICE FROM THRIVEON INC.**

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

**WHEREAS**, the City’s domain controller, print server, and PD servers are hosted at the RACC, however the equipment requires maintenance in order to efficiently and securely manage the data on the network; and

**WHEREAS**, Thriveon Information & Technology is recommending the City implement Azure domain services to reduce costs, eliminating the need for on premise servers at the RACC; and

**WHEREAS**, implementing this solution will require the purchase of a new dedicated PD server to be housed at the Law Enforcement Center; and

**WHEREAS**, implementing this solution, which is included in the 2024 budget, will cost \$56,446, but will result in over a \$75,000 decrease in costs over a 10-year period.

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

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

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

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls, Minnesota this 20<sup>TH</sup> day of February 2024.

ATTEST:

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

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

(City Seal)

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

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

## Statement of Work

Move Domain Controller to Azure

## Client Name

City of Redwood Falls

Presented by Thriveon Inc.

11/29/2023

Rachel Viergutz  
IT/AP/Payroll Coordinator  
City Of Redwood Falls  
333 S Washington St  
Redwood Falls, MN

Dear Rachel,

Thank you for the opportunity to review our solution with you to implement a solution to move domain services to Azure and remove physical onprem servers.

The results we are aiming to achieve for your organization are as follows:

- Move domain controller to Azure to eliminate the need for onprem servers

We will accomplish that by implementing the steps described below in the detailed statement of work.

We look forward to working with you.

Sincerely,

Jake Bloedow  
CIO  
Thriveon Inc.



## Statement of Work

### Issue:

- The server infrastructure is past the 5-year mark. This is roughly a \$40,000 investment
- The last remaining onsite servers are the domain controller and print server
- 

### Business Risk/Challenges:

- Without moving the servers, the server and network infrastructure investment will remain every 5 years. Overall costs will remain increased.
- There will also be an additional cost as an onsite backup solution is needed.

### Solution/Impact:

- Implement the Azure AD to move the domain controller to the cloud to reduce the \$40,000 server investment every 5 years and reduce operational costs
- AD and print server will move to Azure AD.

### Project Scope:

- Review SOW and Design Documents
- Configure Azure environment
- Inform users of changes
- Identify outages
- Create and send any training documentation
- Move 52 users (72 total licensed accounts) to Azure
- Setup scan-to-email via M365 for main copiers needing it
- Configure GPOs
- Verify everything is operational in Azure
- Decommission 5 servers:
  - CHDC, SQL, VMHOST1, CMHOST2, VMHOST3
  - Note: PDDC1, PDDC2, and PDFSERV are moving to a new host on a separate PD server project.
- Update all documentation related to this project

### Project Timeframe:

Thriveon will complete the migration during mutually agreed upon dates. Work will be scheduled to minimize impact on Client staff.

## Project Methodology:

- **Approved-** Project Manager will contact you to communicate rough start & end date
- **Project Backlogged-** Start date typically 90 days from approval of proposal
- **Plan & Procure-** Starts. PM communicates/coordinates future training & migration
- **Prep-** Setup and provisioned at Thriveon office
- **Implementation-** Onsite installation of product
- **Training-** Deliver of training indicated in project scope
- **Migration-** hard cutover/ changes go live
- **Verification-** proactively look for issues & verify full operability
- **Documentation-** record changes to environment
- **Hand off to Support-** communicate changes to Thriveon support team

## Project Roles:

**Project Manager** – Linda Lochli, Thriveon

**Project Engineers** – Thriveon

**Vendor Contacts** – None

**Client Contact for this Project** – Rachel Viergutz

**Client CC Contacts for this Project** - None

**User's impacted** – All users when migrating AD to Azure

## Project Assumptions:

- Client will give full access to the office as necessary if after hours is required to complete the project.
- Downtime for deployment will be arranged as needed.
- Client will cover the cost of any third-party support required to complete the installation of Line of business applications.
- Client understands that this project is scoped based on standard hours to complete each section. Any changes in project scope must be agreed upon by both parties before work will continue.

## Project Fees:

The project fees for the work outlined above will be based on time and materials at a rate of \$195 per hour during normal business hours. Work performed after hours will be billed at \$390 per hour. Any change in project scope will lead to a change in charges.

## Move Domain Controller to Azure

Estimate #014161 v1

Prepared For:  
**City Of Redwood Falls (CORF)**  
 Rachel Viergutz  
 333 S Washington St  
 Redwood Falls, MN 56283  
  
 (507) 616-7403  
 rviergutz@ci.redwood-falls.mn.us

Prepared By:  
**Thriveon**  
 Jake Bloedow, CIO, New Ulm  
  
 507-359-6451  
 jake.bloedow@thriveon.net

Expires 15 Days After Delivery:  
**Pricing and availability are reviewed 15 days after presentation and are subject to change at that point.**

Monthly Microsoft User Agreements	Qty
<b>Note: 1YR annual commits cannot be cancelled earlier than 1 year. They can also only transfer out to another PAX8 account.</b>	
Microsoft 365 Business Premium NCE - Monthly - 1YR	25
Microsoft 365 Business Standard NCE - Monthly - 1YR	-22
Microsoft 365 Apps for Business NCE - Monthly - 1YR	-6
Exchange Online (Plan 1) NCE - Monthly - 1YR	3
Microsoft Defender (Plan 1)NCE-Monthly-1YR	-19
Subtotal	<b>\$199.20</b>

Quote Summary	Amount
Implementation Labor	\$24,735.75
Monthly Microsoft User Agreements	\$199.20
<b>Total:</b>	<b>\$24,934.95</b>

The acceptance and authorization of this Statement of Work will authorize Thriveon to proceed with invoicing for any needed product or service hours to complete the SOW. Thank you for the opportunity to work with you on these projects. We are excited to be working with you and look forward to helping you meet your objectives.

The terms and conditions of the current Managed Services Agreement apply in full to the services and products provided under this Statement of Work.

Projects under \$2,000 will be invoiced once the work is complete. For projects of \$2,000 or more, Thriveon will invoice all the product and 30% of the implementation upon estimate approval. Invoices for the remainder of the implementation will be billed as completed. Agreements will be invoiced ahead of the month of service. Taxes, shipping, handling and other fees may apply.

Due to volatile price fluctuations, pricing valid for 10 days. We reserve the right to cancel orders arising from pricing or other errors.

The information that is contained in this document is the property of Thriveon, Inc. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of Thriveon, Inc. The terms and conditions of the current Managed Services Agreement apply in full to the services and products provided under this Statement of Work.

**Acceptance****Thriveon****City Of Redwood Falls (CORF)**

Jake Bloedow

Name

02/14/2024

Date

Signature / Name

Initials

Date

## Statement of Work

PD Server Upgrade

## Client Name

City of Redwood Falls

Presented by Thriveon Inc.

12/6/2023

Rachel Viergutz  
IT/AP/Payroll Coordinator  
City Of Redwood Falls (CORF)  
333 S Washington St  
Redwood Falls, MN

Dear Rachel,

Thank you for the opportunity to review our solution with you to implement server solution for the Police Department.

The results we are aiming to achieve for your organization are as follows:

- Stand up a new physical server at the PD to be the new home for the PD's domain controller and file server.
- This will eliminate that part of the need for physical servers at the RACC.

We will accomplish that by implementing the steps described below in the detailed statement of work.

We look forward to working with you.

Sincerely,

Jake Bloedow  
CIO  
Thriveon Inc.

## Statement of Work

### Issue:

- Currently, the PD servers are hosted at the RACC. The hardware is aged and the goal is to eliminate all server hardware.

### Business Risk/Challenges:

- The PD's domain controller and file server on the RACC server is preventing the elimination of that physical server host at the RACC.

### Solution/Impact:

- To support the move to the cloud for the City and still allow the PD to keep data locally, we will look to implement a stand-alone server housed at the PD.

### Project Scope:

- Review SOW and Design Documents
- Build and configure a new physical server host
- Go onsite to the PD and rack the new server
- Build 1 new DC
- Build 1 new File Server
- Migrate files from old PDFSERV to new file server
  - 5 file existing file shares
- Verify and confirm everything is operational
- Decommission old virtual servers
  - PDDC1, PDDC2, PDFSERV
  - Note: There is nothing to recycle as the RACC server host is remaining in place for now.
- Update all documentation related to this project

### Project Timeframe:

Thriveon will complete the migration during mutually agreed upon dates. Work will be scheduled to minimize impact on Client staff.

### Project Methodology:

- **Approved**- Project Manager will contact you to communicate rough start & end date
- **Project Backlogged**- Start date typically 90 days from approval of proposal



- **Plan & Procure**- Starts. PM communicates/coordinates future training & migration
- **Prep**- Setup and provisioned at Thriveon office
- **Implementation**- Onsite installation of product
- **Training**- Deliver of training indicated in project scope
- **Migration**- hard cutover/ changes go live
- **Verification**- proactively look for issues & verify full operability
- **Documentation**- record changes to environment
- **Hand off to Support**- communicate changes to Thriveon support team

## Project Roles:

**Project Manager** – Linda Lochli, Thriveon

**Project Engineers** – Thriveon

**Vendor Contacts** – None

**Client Contact for this Project** – Rachel Viergutz (RACC/Overall), Steve Schroeder (PD)

**Client CC Contacts for this Project:** None

**User's impacted** – none.

## Project Assumptions:

- Client will give full access to the office as necessary if after hours is required to complete the project.
- Downtime for deployment will be arranged as needed.
- Client will cover the cost of any third-party support required to complete the installation of Line of business applications.
- Client understands that this project is scoped based on standard hours to complete each section. Any changes in project scope must be agreed upon by both parties before work will continue.

## Project Fees:

The project fees for the work outlined above will be based on time and materials at a rate of \$195 per hour during normal business hours. Work performed after hours will be billed at \$390 per hour. Any change in project scope will lead to additional charges. This project is time and materials and will be billed on actual hours at the end of the project.

## PD Server Upgrade

Estimate #014135 v4

**Prepared For:**

**City Of Redwood Falls (CORF)**

Rachel Viergutz  
333 S Washington St  
Redwood Falls, MN 56283

(507) 616-7400

rviergutz@ci.redwood-falls.mn.us

**Prepared By:**

**Thriveon**

Jake Bloedow, CIO, New Ulm

507-359-6451

jake.bloedow@thriveon.net

Expires 15 Days After Delivery:

**Pricing and availability are reviewed 15 days after presentation and are subject to change at that point.**

Server/SAN Hdwe.	Qty
HPE ProLiant DL380 Gen10 8 SFF CTO Server	1
HPE Intel Xeon Gold 5218 Hexadeca-core (16 Core) 2.30 GHz Processor Upgrade	2
HPE SmartMemory 32GB DDR4 SDRAM Memory Module	2
HPE Smart Array P408i-a SR Gen10 Controller	1
HPE 96W Smart Storage Battery	1
HPE 240 GB Solid State Drive	2
HPE 900 GB 2.5" Internal Hard Drive - SAS	4
HP Ethernet 1Gb 4-Port 331T Adapter - 4 x Network	1
HPE FlexFabric 10Gb 2-Port 534FLR-SFP+ Adapter	1
HPE 800W Power Supply Kit	2
HPE Mounting Rail Kit for DL380 Server	1
HPE Integrated Lights-Out Advanced - Subscription License - 1 Server License - 3 Year - Standard	1
HPE Pointnext Tech Care Basic Service - 5 Year Extended Warranty - Warranty	1
Subtotal	<b>\$14,769.01</b>

Server/PC Licensing - Perpetual	Qty
Windows Server 2022 Standard - 16 Core License Pac	2
Windows Server 2022 - 1 User CAL (Perpetual)	1
VMware vSphere v.8.0 Essentials Kit	1
VMware vSphere v.8.0 Essentials Support & Sub 1year	1
Subtotal	<b>\$2,761.00</b>

Implementation - Estimated Time	Qty
Project Implementation	71.7
Subtotal	<b>\$13,981.50</b>

Quote Summary	Amount
Server/SAN Hdwe.	\$14,769.01
Server/PC Licensing - Perpetual	\$2,761.00
Implementation - Estimated Time	\$13,981.50
<b>Total:</b>	<b>\$31,511.51</b>

The acceptance and authorization of this Statement of Work will authorize Thriveon to proceed with invoicing for any needed product or service hours to complete the SOW. Thank you for the opportunity to work with you on these projects. We are excited to be working with you and look forward to helping you meet your objectives.

The terms and conditions of the current Managed Services Agreement apply in full to the services and products provided under this Statement of Work.

Projects under \$2,000 will be invoiced once the work is complete. For projects of \$2,000 or more, Thriveon will invoice all the product and 30% of the implementation upon estimate approval. Invoices for the remainder of the implementation will be billed as completed. Agreements will be invoiced ahead of the month of service. Taxes, shipping, handling and other fees may apply.

Due to volatile price fluctuations, pricing valid for 10 days. We reserve the right to cancel orders arising from pricing or other errors.

The information that is contained in this document is the property of Thriveon, Inc. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of Thriveon, Inc. The terms and conditions of the current Managed Services Agreement apply in full to the services and products provided under this Statement of Work.

Acceptance		
<b>Thriveon</b>	<b>City Of Redwood Falls (CORF)</b>	
Jake Bloedow		
_____	_____	
Name	Signature / Name	Initials
02/14/2024	_____	
Date	Date	

App Name	Current State	Future State
Office 365 License	\$ 362.80	\$ 562.00
Backup	\$ 707.25	\$ 375.00
<b>One Time Cost</b>	\$ 46,000.00	\$ 24,934.95
<b>Annual</b>	\$ 12,840.60	\$ 11,244.00
<b>5yr Cost</b>	\$ 110,203.00	\$ 81,154.95
<b>5yr Savings</b>		\$ 29,048.05
<b>10yr Savings</b>		\$ 75,048.05

**From:** [Jake Bloedow](#)  
**To:** [Rachel Viergutz](#); [Keith Muetzel](#)  
**Subject:** ROI  
**Date:** Thursday, December 14, 2023 11:35:14 AM  
**Attachments:** [image001.png](#)  
[5 Year ROI.xlsx](#)

---

[EXTERNAL E-MAIL]

Rachel and Keith,

Attached is the ROI document for the Azure AD project.

High level by doing this move you are looking at \$29,048 in savings at the 5-year mark and an additional \$75,048 at the 10-year mark.

Thanks.

**Jake Bloedow** | vCIO



Help: (855) 767-2571

Direct: (507) 591-7968

Email: [Jake.Bloedow@thriveon.net](mailto:Jake.Bloedow@thriveon.net)



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

---

**Meeting Date: February 20, 2024**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Approve Plans and Authorize the Solicitation of Bids

**Recommendation/Action Requested:** Staff recommends authorizing bid solicitation for the “2024 Wastewater Treatment Facility Improvements.” Council approval will authorize the Mayor and City Administrator to advertise for bids.

**Summary/Overview:** The Council approved Task Order 2022-5 for Bolton & Menk Inc. of which the scope of services included developing plans, specifications, identify funding, solicit bids, and develop an award recommendation. Task Order 2022-5 was approved by Resolution 61 of 2022 on October 18, 2022.

Bolton & Menk Inc. has developed the plans and specs for a disk filtration system designed to meet average wet weather flow and doing so, repurposing the denitrification building for this new plant to meet imposed River Eutrophication Standards and remove phosphorus. Also included in the \$9.96 million dollar project with contingency will be the replacement of all valving between ponds, the ponds aeration and blower system, construction of an improved delivery road access and dumping station for the City Vactor and septic haulers.

The City is awarded \$7 million in PSIG grant dollars along with State revolving loan dollars dependent on the received bid amounts. Once bids are received and awarded the grant contract will be given along with the remainder of the project cost to be submitted for revolving loan dollars through the Public Facilities Authority (PFA). For transparency, the \$9.96 project estimate was 2022 engineers estimate needed at the time for grant and loan applications. The current bidding climate and accounting for inflation there may be a cost creep that would increase the amount of PFA loan dollars needed.

The proposed bid date will be March 28<sup>th</sup>, 2024, and the construction schedule would be 700 days over two construction seasons.

The complete plan-set is over 60 megabytes and not email compliant. A hard copy is available for review at my desk.

**Attachments:** Letter of bid recommendation, John Graupman, P.E. Bolton & Menk Inc.  
Plan-set cover page. (Full plan-set available upon request)



**BOLTON  
& MENK**

Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

Ph: (507) 625-4171  
Fax: (507) 625-4177  
Bolton-Menk.com

VIA EMAIL

February 14, 2024

Jim Doering, Public Works Project Coordinator  
City of Redwood Falls  
333 S. Washington St.  
PO Box 526  
Redwood Falls, MN 56283  
[jdoering@ci.redwood-falls.mn.us](mailto:jdoering@ci.redwood-falls.mn.us)

RE: Wastewater Treatment Facility  
Project Summary and Authorization to Advertise for Bids  
City of Redwood Falls, Minnesota  
Project No.: 0M2.128934

Dear Mr. Doering,

We have been working on the Wastewater Treatment Facility (WWTP) improvements project design. After a delay due to the lack of a bonding bill on the state level, the project is now ready to bid with funding secured. We have held multiple review meetings with staff and are confident the proposed project meets the city's needs. Following is a summary of the scope and schedule as we request council approval of advertising and bidding.

## I. SCOPE OF IMPROVEMENTS

The project is primarily designed to provide an additional treatment process for the treatment of phosphorus to meet new limits as required by a compliance schedule in the permit. It does not modify the pond's shape or capacity. Specific items include:

- Install one new disk filter system with two filter units for redundancy. The filter system would include integral backwash pumping and a disc cleaning skid.
- Furnish and install a new chemical feed system compatible with ferric chloride, aluminum sulfate, and rare earth metals to allow operational flexibility. Provide bulk storage for cost-effective deliveries.
- Construct a precast building to house the filter system, chemical feed equipment, and electrical gear utilizing the existing tank as the foundation.
- Provide an intermediate pumping station to pump to filters after the final pond. Filter building would be designed to flow by gravity back to the existing transfer station to the regional facility.
- Provide electrical and SCADA control.
- Backup electrical generator.
- Site piping as required, including backwash waste return to the aeration lagoon.

- Site improvements to allow efficient truck access for chemical delivery, site drainage, and stormwater control.
- Replace the existing 35-year-old aeration blowers.
- Replace the failing pond aeration equipment.

## II. SCHEDULE AND FINANCING

The project is certified by the MPCA and on the funding list for the Clean Water Revolving Fund and Point Source Implementation Grant (PSIG). The project total was previously estimated at \$9.96 million in 2022. Of this, up to \$7 million had the possibility of coverage with the PSIG grant. We would estimate total project costs to be \$11-13 million adjusting for inflation and minor scope changes. The PSIG grant has a maximum award of \$7 million per community. The remaining costs would be financed with the PFA low-interest revolving fund loan as used previously by the city.

The proposed bid date would be March 28, 2024. The construction schedule is proposed for 700 days to allow two seasons for work in the ponds, as this is limited to lower precipitation periods, and also long lead times on equipment, particularly electrical. Completion would then be in the spring of 2026.

Please feel free to call me at 507-380-0433 with any questions or comments regarding this letter.

Sincerely,

**Bolton & Menk, Inc.**



**John Graupman, P.E.**

Principal Environmental Engineer

cc: Owen Todd – Bolton & Menk, Inc.  
File



**RESOURCE LIST**

**CITY OF REDWOOD FALLS, MN**

City Administrator:  
Keith Meutzel

Public Works:  
Jim Diering

Water/Wastewater Supt.  
Tom Stough

Project Engineer:  
(Consultant)  
John Graupman P.E.  
Bolton & Menk, Inc.  
1950 Premier Drive  
Mankato, MN 56001  
(507) 625-4171

# CITY OF REDWOOD FALLS, MINNESOTA

## CONSTRUCTION PLANS FOR

# WASTEWATER TREATMENT FACILITY IMPROVEMENTS

2024

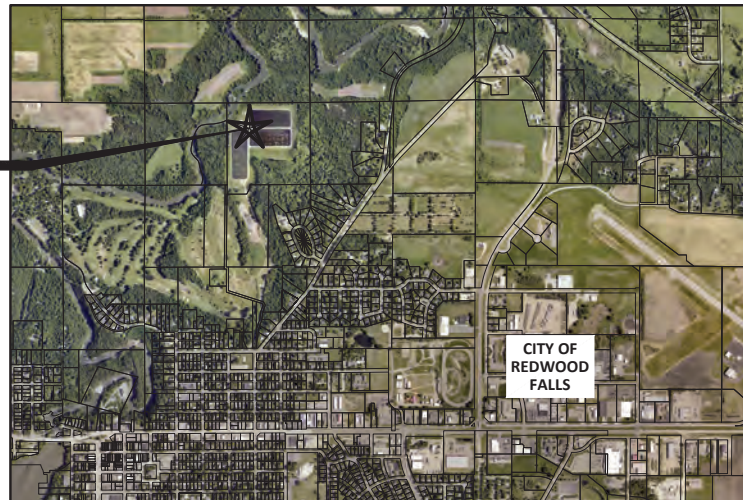
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1.04	DESIGN DATA
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1.06	STANDARD DETAILS
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NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

PROJECT LOCATION



© Bolton & Menk, Inc. 2024. All Rights Reserved. PROJECT NO. 21309. LOCATION MAP AND SHEET INDEX.dwg 2/20/24 2:28 AM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE: *Jon D. Peterson* DATE: 02/05/2024

PRINTED NAME: Jon D. Peterson LIC. NO.: 21309



1960 PREMIER DRIVE  
MANKATO, MINNESOTA 56001  
Phone: (507) 625-4171  
Email: Mankato@bolton-menk.com  
www.bolton-menk.com

REVISION	NO.	DESCRIPTION	DATE
DESIGNED	JSD	A SUBMITTAL	03/29/2023
DRAWN	JJP	B REVIEW	01/08/2024
CHECKED	JDP	O BID	02/05/2024
CHECKED BY NO.			
CHECKED BY NO.	0M2-128924		

REDWOOD FALLS, MINNESOTA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS  
TITLE, LOCATION MAP, AND SHEET INDEX

SHEET  
1.01



February 20, 2024

### **Agenda Recommendation**

**Agenda Item:** Approval of Police Officer Recruit Agreement

**Recommendation/Action Requested:** Staff Recommends approval of the agreement

**Summary/Overview:**

At the January 16, 2024, city council meeting Redwood Falls City Council approved an agreement between the City of Redwood Falls and a candidate who was in the process of completing education and training to be a police officer. As part of that process a background check was done on the candidate and, due to disqualifying information in the candidate's background, that agreement was never signed.

Since then, another candidate who is in the process of completing his education and training to be a police officer has come forward and applied for the Police Officer Recruit program. On January 31, 2024, City Administrator Keith Muetzel, Police Chief Jason Cotner, Assistant Police Chief Steve Schroeder and Sheila Stage met with this candidate and interviewed him for the program. At the conclusion of that interview the panel believed he was a good candidate for the program.

At this time, the candidate is completing his four year degree at Southwest State University and has been accepted to a law enforcement skill program this summer. A background screen is currently underway and, at this time, no disqualifying information has been located. Assuming the candidate completes all his education and training on time he should be eligible to apply for the vacant RFPD police officer position in July of this year.

As before, the agreement provides the candidate with up to \$7500 in tuition reimbursement for eligible education and training expenses in exchange for a three year commitment to the Redwood Falls Police Department if he is hired as a full-time officer. If the candidate voluntarily leaves his police officer position prior to fulfilling the three year commitment he will be required to reimburse the City of Redwood Falls the entire tuition reimbursement amount provided to him.

**Attachments:**

Draft Police Officer Recruit Agreement

# Redwood Falls Police Department

## Police Officer Recruit Agreement

This Officer Recruit Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by and between the City of Redwood Falls ("City") and Lucas Hodges ("Recruit").

### Recitals

**WHEREAS**, the objective of the City is to facilitate the entry of the Recruit as a qualified candidate for a police officer position in the City's police department; and

**WHEREAS**, this Agreement is designed to aid the Recruit in actively pursuing the required pre-service education and training to become eligible to be licensed as a Minnesota peace officer; and

**WHEREAS**, the Recruit desires to pursue and maintain a law enforcement career with the Department; and

**WHEREAS**, the City is committed to hiring and retaining high-quality, dedicated peace officers.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the City and the Recruit agree as follows:

**Section 1.** Term. This Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"). This Agreement will terminate upon the occurrence of one of the following events:

A. The Recruit refuses to accept a job offer to become a full-time Redwood Falls Police Officer or is disqualified from accepting the position; or

B. The Recruit is terminated by the City prior to the fulfillment of three (3) years of continuous service as a full-time Redwood Falls Police Officer; or

C. The Recruit voluntarily leaves the employment of the City prior to the fulfillment of three (3) years of continuous service as a full-time Redwood Falls Police Officer; or

D. Completion of three (3) years of continuous service as a full-time Redwood Falls Police Officer.

**Section 2.** City's Obligations. The City agrees to:

A. Provide tuition assistance to the Recruit as reimbursement for necessary education and training to become eligible for a licensed police officer position, after completion of the following conditions:

i. The Recruit must successfully complete all required pre-service peace officer education and training as mandated by the Minnesota Peace Officer Standards and Training (POST) board;

ii. The Recruit must successfully pass the Minnesota POST licensing exam and provide official documentation from the POST Board certifying the RECRUIT is eligible to be licensed as a full-time police officer;

iii. The Recruit is hired by the Redwood Falls Police Department as a full-time Police Officer;

iv. The Recruit completes a field training program with the Redwood Falls Police Department;

v. The Recruit submits documentation verifying all education and training expenses, for law enforcement related coursework from a Minnesota accredited law enforcement school or program, to be reimbursed up to a maximum of \$7,500. Expenses for education and training completed prior to the effective date of this agreement will not be eligible for reimbursement.

B. Provide the mentoring, guidance, and training opportunities suitable for a pre-service candidate;

C. Hire the Recruit to a full-time Police Officer position if all of the following conditions have been met:

a. An opening for an entry-level Police Officer position exists in the Department at the time the Recruit is eligible for peace officer licensure;

b. The Redwood Falls City Council authorizes that opening to be filled;

d. The Recruit has successfully completed all the required pre-service peace officer education and training as mandated by the Minnesota Peace Officer Standards and Training (POST) board;

e. The Recruit has successfully passed the Minnesota POST licensing exam and provided official documentation from the POST Board certifying the RECRUIT is eligible to be licensed as a full-time police officer;

f. All of the Recruit's personnel evaluations have met the standard of "meets expectations" or better;

g. The Recruit has not been the subject of serious discipline (defined as any suspension, demotion, termination or disciplinary transfer) in any public law enforcement or related employment or volunteer work;

h. The Recruit is not disqualified during the Department's background investigation, psychological exam, or medical exam at the time of his/her initial hire;

i. The Recruit passes an interview at the time the opening arises, if applicable;

j. The Recruit is not disqualified during the Department's peace officer background investigation update at the time such examinations are scheduled for the opening that has arisen if applicable;

k. The Recruit passes or meets any other POST-mandated or Department mandated selection criteria that are in effect at the time the opening arises;

l. The Chief of Police determines the Recruit would be suitable for the vacant police officer position.

**Section 3. Recruit's Obligations.** The Recruit agrees to:

A. Obtain the necessary pre-service education and training and register for and take the POST test as soon as possible after qualifying to do so; and

B. Complete all of the items in Section 2(A) and Section 2(C); and

C. Commit to three (3) years of continuous service as a full-time Redwood Falls Police Officer; and

D. Return all city-issued equipment, uniforms, badges, name tags, ID cards, and other identification items upon leaving the employment of the City; and

E. Reimburse the City for any tuition assistance received through this Agreement if they voluntarily leave employment prior to the fulfillment of three (3) years of continuous service as a full-time Redwood Falls Police Officer.

**Section 4. Termination.**

A. The City may terminate the Recruit for any of the following reasons:

a. Poor job performance or inappropriate work habits as defined by and in the sole discretion of the Department and the Chief of Police; or

b. Conduct by the Recruit, either on-duty or off-duty, which makes him/her unsuitable for a police officer position, as defined by and in the sole discretion of the Department and the Chief of Police; or

c. Incompetence at implementing essential police skills, as determined by the Department and the Chief of Police; or

d. Inability to work and communicate effectively with the public, as determined by the Department and the Chief of Police; or

e. Any firearm safety violations; or

f. Unsafe or illegal driving in a city-owned vehicle; or

g. Criminal conduct or violation of traffic laws on-duty or off-duty; or

h. Becoming the subject of an adverse peace officer license action by the Minnesota POST Board; or

i. Inappropriate disclosure of confidential information; or

j. Revocation or suspension of Recruit's peace officer license due to violations of any Minnesota Statutes or POST board rules.

B. Upon termination, the Department will pay the Recruit compensation for hours worked through the effective date of termination. The Recruit will not be paid any other compensation, including severance pay or payment for unused sick time or vacation leave.

**Section 5. General Provisions.**

A. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

B. This Agreement may only be amended by written mutual consent of the City and the Recruit.

C. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota.

D. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

E. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

F. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

**City of Redwood Falls, Minnesota**

By: \_\_\_\_\_  
Its Mayor

And: \_\_\_\_\_  
Its City Administrator

\_\_\_\_\_  
**Recruit**

By: \_\_\_\_\_



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

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**Meeting Date: February 20, 2024**

## **AGENDA RECOMMENDATION**

**Agenda Item:** Water/Wastewater Superintendent Position

**Recommendation/Action Requested:** Staff recommends approval of an employment offer to Blake Hagert.

**Summary/Overview:** The current Water/Wastewater Superintendent will retire on January 31, 2025 and the hiring committee has completed the selection process for the next Superintendent. The position was posted internally, and an application was received from Blake Hagert. Blake has worked as a Water/Wastewater Operator for 11 years and he currently has a Class B water license and Class B wastewater license which meets our system licensing requirements.

City administration is supportive of transitioning Blake into the Water/Wastewater Superintendent position. This transition will occur over a 12-month training period and become official on February 1, 2025. During the training period Blake will shadow the current superintendent and share oversight of all department operations. The attached employment offer outlines the specific terms of employment.

**Attachments:** Employment Offer



February 9, 2024

Mr. Blake Hagert  
471 Ponderosa RD  
Redwood Falls, MN 56283

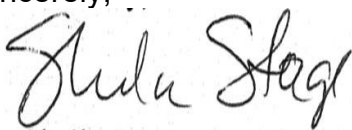
Dear Blake:

We are very pleased to offer you the full-time position of Water/Wastewater Superintendent in Training. This offer is contingent upon Council approval on February 20, 2024.

- Your starting salary will be \$33.13 base pay per hour, grade 8, step 6 of the 2024 Non-Union step structure and will be effective on February 21, 2024. Your current certificate pay will be in addition to your base pay and will remain the same at \$3.65 per hour unless you obtain other certifications.
- You will be eligible for a yearly step increase contingent on satisfactory performance at the end of your training period, which is projected to be on February 1, 2025. At that time your training period will expire, and your position will become salaried, and your base salary will be \$35.13 per hour, grade 8, step 8 of the 2024 Non-Union step structure. Your certificate pay which is currently \$3.65 per hour, will be in addition to your base pay.
- You will continue to be eligible for a yearly step increase until you have reached market pay for your grade. These step increases are contingent on satisfactory performance.
- During your training period your salary will be based on a forty-hour work week. The City of Redwood Falls will comply with the Fair Labor Standards in relation to any hours worked in excess of forty hours (you will be eligible for time and a half for overtime). This position will normally work 7 a.m. to 4 p.m. Monday through Friday. Due to specific water department issues, hours may be extended or vary in days or hours.
- You will continue to be eligible for all full-time employee benefits. Vacation and sick leave benefits will remain the same in your new position as Water/Wastewater Superintendent in Training.
- You will continue to be scheduled for "on call" and paid for "on call" status through your training period which is expected to conclude on or about February 1, 2025.

The attached Personnel Action Form outlines this offer that will require your signature as acceptance of the position.

Sincerely,



Sheila Stage  
HR Coordinator



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

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**Meeting Date: February 20, 2024**

## AGENDA RECOMMENDATION

**Agenda Item:** Resolution No. 13 of 2024

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

**Summary/Overview:** Resolution No. 13 Authorizes Task Order No. 2024-1 with Bolton and Menk, Inc. (BMI) to provide the listed scope of services for 2024 in the amount not to exceed \$9,850.00 without further Council approval. This resolution also approves the solicitation of bids once the bid documents and specifications are ready for publishing.

**Project Scope:** The Task Order project scope is listed in the attached task order. Completion of the project scope is anticipated for August 2024

The 2024 Seal Coat Improvement Project has a budget of \$375,000.00 for streets, alley ways and parking lots. Due to the continued rising costs of oil and aggregate, the task order includes splitting the previous area into a base bid and alternates to selectively award items and remain within budget. The engineers' estimate for the base bid and alternates is estimated at \$321,480.00.

The attached map shows the same area from 2019 which is the area predominantly the east side of DeKalb Street and CSAH 101 including North Redwood. In addition, the scope also includes alleyways, trails and parking lots that were removed last year due to budgetary constraints.

**Attachments:**

- Resolution No. 13 of 2024
- Task Order No. 2024-1
- Map of Project Scope

**RESOLUTION NO. 13 OF 2024  
AUTHORIZATION TO EXECUTE TASK ORDER NO. 2024-1  
FOR ENGINEERING SERVICES FOR THE 2024 SEAL COAT PROJECT**

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

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

**WHEREAS**, Task Order No. 2024-1 outlines the specific professional tasks to be completed by Bolton & Menk, Inc. and is estimated to be \$9,850.00 which is not to be exceeded without prior authorization; and

**WHEREAS**, approval is requested for the authorization of solicitation of bids once the bid documents and specifications are completed as reflected in the scope of Task Order No. 2024-1; and

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

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

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

1. The task order described above is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The solicitation of bids is approved upon the completion of the bid documents and specifications as reflected in the scope of Task Order No. 2024-1.
3. The task order 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 20<sup>th</sup> day of February 2024.

ATTEST:

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

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

(City Seal)

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

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

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

**TASK ORDER NO:** 2024-1

**CLIENT:** City of Redwood Falls

**CONSULTANT:** Bolton & Menk, Inc.

**DATE OF THIS TASK ORDER:** February 20, 2024

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES:** January 1, 2024

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

**1.0 Scope of Services:**

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

**2.0 Fees:**

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order shall not exceed **\$9,850** without prior approval of CLIENT.

**3.0 Schedule:**

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by December 1, 2025 depending on schedule of the construction contractor.

**4.0 Deliverables**

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

**5.0 Term**

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

**6.0 Other Matters**

**7.0 Project Managers**

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

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

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

CLIENT: City of Redwood Falls

CONSULTANT: Bolton & Menk, Inc.

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ATTACHMENTS TO THIS TASK ORDER:  
PROJECT SCOPE

**PROJECT SCOPE:**  
2024 Seal Coat Improvement Project

Professional services for seal coat improvements include the following:

- Provide preliminary engineering planning and study.
- Assist with determining scope of base bid and potential ad alternates based on project budget.
- Prepare the bid documents including plans and specifications for the work to be completed.
- Answer contractors' questions during the bidding process.
- Evaluate and tabulate all received bids for compliance with the bidding documents.
- Prepare contracts for successful bidder when awarded by City.
- Facilitate preconstruction meeting with selected contractor and city staff.
- Provide assistance during construction as requested by staff.





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 11.18.2024\03113074-02\03113074.dwg - 11.18.2024 10:46:59 AM



DESIGNED	DRAWN	CHECKED	DATE

LEGEND	
	SEAL COAT IMPROVEMENT - BASE BID
	SEAL COAT IMPROVEMENT - ALTERNATE BID

REDWOOD FALLS, MINNESOTA 2024 SEAL COAT IMPROVEMENTS PLAN OVERVIEW	SHEET 1 OF 5
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Jim Doering  
Public Works Project Coordinator  
Phone: 507-616-7400  
Fax: 507-637-2417  
jdoering@ci.redwood-falls.mn.us

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**Meeting Date: February 20, 2024**

### **AGENDA RECOMMENDATION**

**Agenda Item:** Resolution No.14 of 2024

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

**Summary/Overview:** Staff is recommending for approval by resolution the grant agreement with the Department of Natural Resources GMRPTC23-12 reflecting the grant portion of \$137,500.00 of the projected \$144,500.00 total project cost.

Please refer to the map included with the agreement that summarizes the project scope.

**Attachments:** Resolution No. 14 of 2024  
DNR grant agreement GMRPTC23-12



**RESOLUTION NO. 14 OF 2024**

**AUTHORIZATION TO EXECUTE  
STATE OF MINNESOTA  
GRANT AGREEMENT GMRPTC23-12**

**WHEREAS**, the City of Redwood Falls (GRANTEE), “Ramsey Park Project” has been approved for \$137,500.00 by the State of Minnesota, acting through its Commissioner of Natural Resources (STATE)(GRANTOR) on behalf of the Greater Minnesota Regional Parks and Trails Commission (GMRPTC); and

**WHEREAS**, the Department of Natural Resources manages the grant agreement for GMRPTC with a total project cost of \$144,500.00, consisting of \$137,500.00 in grant funding and a Grantee match of \$7,000.00; and

**WHEREAS**, the grant funds have an expiration date of June 30, 2025, where all obligations have to be satisfactorily fulfilled unless amended; and

**WHEREAS**, projects that include construction work of \$25,000.00 or more, prevailing wage rules apply; and

**WHEREAS**, the Public Works Project Coordinator is appointed to provide project management and oversight and act as Liaison Officer with the GMRPTC and STATE; and

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

1. The City of Redwood Falls is resolved to the following: That the State of Minnesota Agreement No. **GMRPTC23-12**, “Grant Agreement for Ramsey Park” is accepted.

**BE IT FURTHER RESOLVED**, that the Mayor and/or City Administrator are authorized to execute this Agreement, and any subsequent agreements and negotiate and approve any amendments or related contracts on behalf of the City of Redwood Falls to implement the entire project.

**PASSED AND ADOPTED** by the City Council of the City of Redwood Falls this 20th day of February 2024.

ATTEST:

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Keith Muetzel  
City Administrator

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Tom Quackenbush  
Mayor

(City Seal)

**CERTIFICATION**

STATE OF MINNESOTA

COUNTY OF REDWOOD

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the City of Redwood Falls at an authorized meeting held on the 20th day of February 2024 as shown by the minutes of the meeting in my possession.

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

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

(Corporate Seal)

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



## STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

GMRPTC23-12

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of Redwood Falls, 333 South Washington Street, P.O. Box 526, Redwood Falls, MN, 56283 ("GRANTEE").

### Recitals

1. Under [Minn. Stat. 84.026](#), the Commissioner of Natural Resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Under MN Laws 2021, 1st Special Session, Chapter 1, Art. 3, Section 3B, the State has allocated funds for grants for parks and trails of regional significance outside of the seven county metropolitan area under [Minn. Stat.85.535](#).
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Ramsey Park.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

### Grant Contract Agreement

#### 1 Term of Grant Contract Agreement

##### 1.1 *Effective date:*

February 1, 2024, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

##### 1.2 *Expiration date:*

June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15 Data Disclosure; 20. Resource Management and Protection; and 24. Land Retention and Deed Restriction.

#### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part of

this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

### **3 Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

### **4 Consideration and Payment**

#### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

##### **(a) Compensation**

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed \$137,500.

##### **(b) Matching Requirement**

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is \$144,500. The Grantee agrees to provide a nonstate cash match of a least \$7,000.

##### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$137,500.

#### **4.2 Payment**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

#### **4.3 Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

### **5 Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

### **6 Authorized Representative**

The State's Authorized Representative is Jennifer Bubke, Grants Specialist Coordinator, Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155, 651-259-5638, [Jennifer.Bubke@state.mn.us](mailto:Jennifer.Bubke@state.mn.us), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is James Doering, Public Works Project Coordinator, 333 South Washington Street, P.O. Box 526, Redwood Falls, MN, 56283, 507-637-5755, [jdoering@ci.redwood-falls.mn.us](mailto:jdoering@ci.redwood-falls.mn.us). If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Agreement Complete**

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

## **9 State Audits and Termination**

**9.1 Audits:** Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**9.2 Termination:** The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## 10.2 *Intellectual Property Rights*

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

### (B) *Obligations*

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
2. *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## 11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 *Publicity***

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.2 *Legacy Logo***

As a recipient of funds from the parks and trails fund the logo may be displayed at the entrance of the park and/or trail, on printed materials, and/or on equipment purchased. Sign and logo information will be provided by the State.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 (a) *Termination by the State***

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **(b) *Termination by The Commissioner of Administration***

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

### **14.2 *Termination for Cause***

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 *Termination for Insufficient Funding***

The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification



number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **16 Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

## **17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas**

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

## **18 Reporting**

It is the policy of the GMRPTC to monitor progress on state grants by requiring grantees to submit written progress reports approximately every six months until all grant funds have been expended and all of the terms in the grant contract have been met. A progress report form will be provided by GMRPTC staff and shared with the DNR grant manager. Grant payments shall not be made on grants with past due progress reports unless program staff have given the grantee a written extension.

## **19 Inspections**

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

## **20 Resource Management and Protection**

The Grantee shall protect, manage, and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if



applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

## **21 Invasive Species Prevention**

Grantees and subcontractors shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air, or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

## **22 Conflict of Interest**

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

## **23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act**

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed, review and approved prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

## **24 Land Retention and Deed Restriction**

### **24.1 Land Retention –**

All land within the project boundary must be retained and operated for outdoor recreation in perpetuity and a condition of this requirement must be recorded with the deed using language provided in the grant contract. This boundary must include all contiguous lands currently owned by the applicant and managed for public recreation and any additional land to be acquired with this grant.

No other use can be made of these lands without prior written approval of the State. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

## 24.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map, incorporated in this contract, and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Park Legacy Project Contract GMRPTC23-12, the City of Redwood Falls does hereby impose the following restrictions on the property described in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The Grantee shall not, at any time, convert any portion of the park area to uses other than public outdoor recreation use without the prior written approval of the State acting through its Commissioner of Natural Resources.

## 25. Ineligible Expenses

Ineligible expenses are items that may not be funded by the grant or included as part of the local match. Including, but not limited to:

1. Expenses incurred on land not owned by the Grantee except trails on land for which the Grantee owns an interest lasting at least 20 years sufficient to ensure the facility will be maintained and operated for outdoor recreation.
2. Projects within state parks, state recreation areas and state trails.
3. Administration expenses including:
  - Appraisals
  - Closing Costs
  - Boundary Surveys
  - Wetland surveys and wetland credits
4. Design and engineering expense more than 10% for park projects and 20% for trail projects.
5. Facilities not available for public use.
6. Acquisition of land already in public ownership.
7. Legal fees.
8. Memberships, Overhead, Insurance, Fund raising.
9. Volunteer or donated labor.
10. Bad debt, interest, or contingency funds.
11. Lobbyists or political contributions.
12. Condemnation costs.
13. Wages and expenses of grant recipient's employees.
14. Entertainment or gifts.
15. Advertising expenses for bids and project management
16. Office rental costs and overhead.
17. Any expenditure that occurs outside the dates of the grant contract.
18. Invasive species removal, woodland management, or prairie restoration
19. Dredging, water impoundments and dams
20. Non-permanent infrastructure (i.e. portable snow guns)
21. Improvements to highways or roadways, including but not limited to lighting, striping on street/road routing and shoulder work

## 26 Disability Access

Where appropriate, a grant recipient of parks and trails funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing people with disabilities greater access to programs, print publications, and digital media related to the programs the recipient funds using this funding.

## **27 Energy and Water Conservation**

Grant recipients should prioritize water and energy conservation technology and the use of renewable energy for construction and building projects.

## **28 Conservation Corps Minnesota**

The Grantee must give consideration to contracting with Conservation Corps Minnesota for contract restoration and enhancement services.

## **29 Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

## **30 Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). \_\_\_\_\_

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
State's Authorized Representative

## Attachment A - Project Budget

**Recipient:** City of Redwood Falls

**Grant:** GMRPTC23-12 Ramsey Park

**Grant Amount:** \$137,500

**Local Match:** \$7,000

**Total Cost:** \$144,500

### Project Scope

Install a new unisex ADA compliant bathroom by the Zeb Gray Shelter and playground area and construct lift station and water line at the Ramsey Falls Bathroom.

### Notes / Conditions

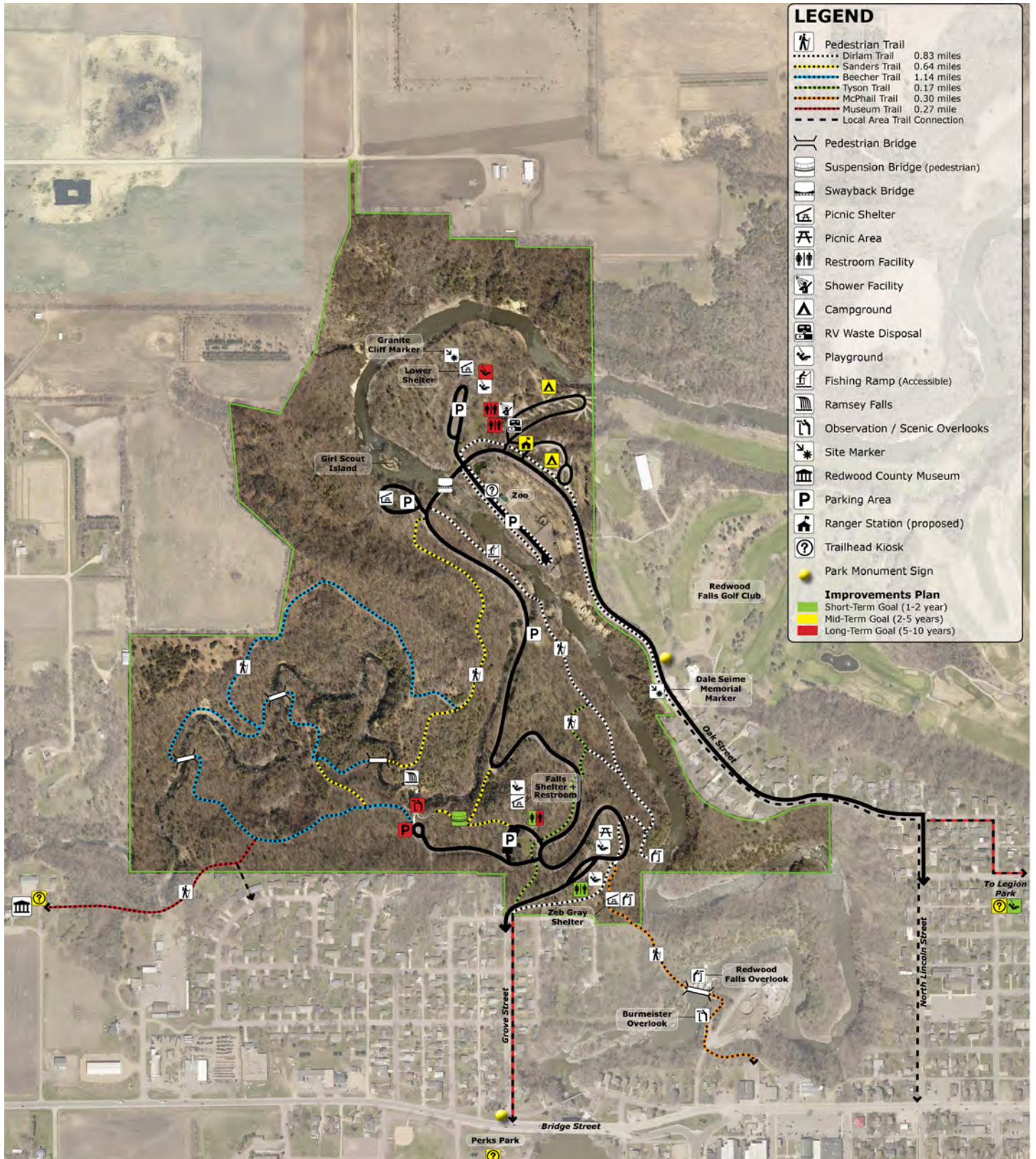
Ensure project is designed to avoid impacts to ecologically significant areas identified in the area and follow the listed recommendations to avoid and/or minimize disturbance in the MBS site.

Minimize impact to suitable habitat for the identified state-listed species of special concern and modify project area and/or timing as needed. Consult with Division of Ecological & Water Resources as needed.

<b>Project Component</b>	<b>Cost</b>
Bathroom and lift station	\$139,500
Design and engineering	\$5,000
<hr/>	
Total Cost	\$144,500



# ATTACHMENT B



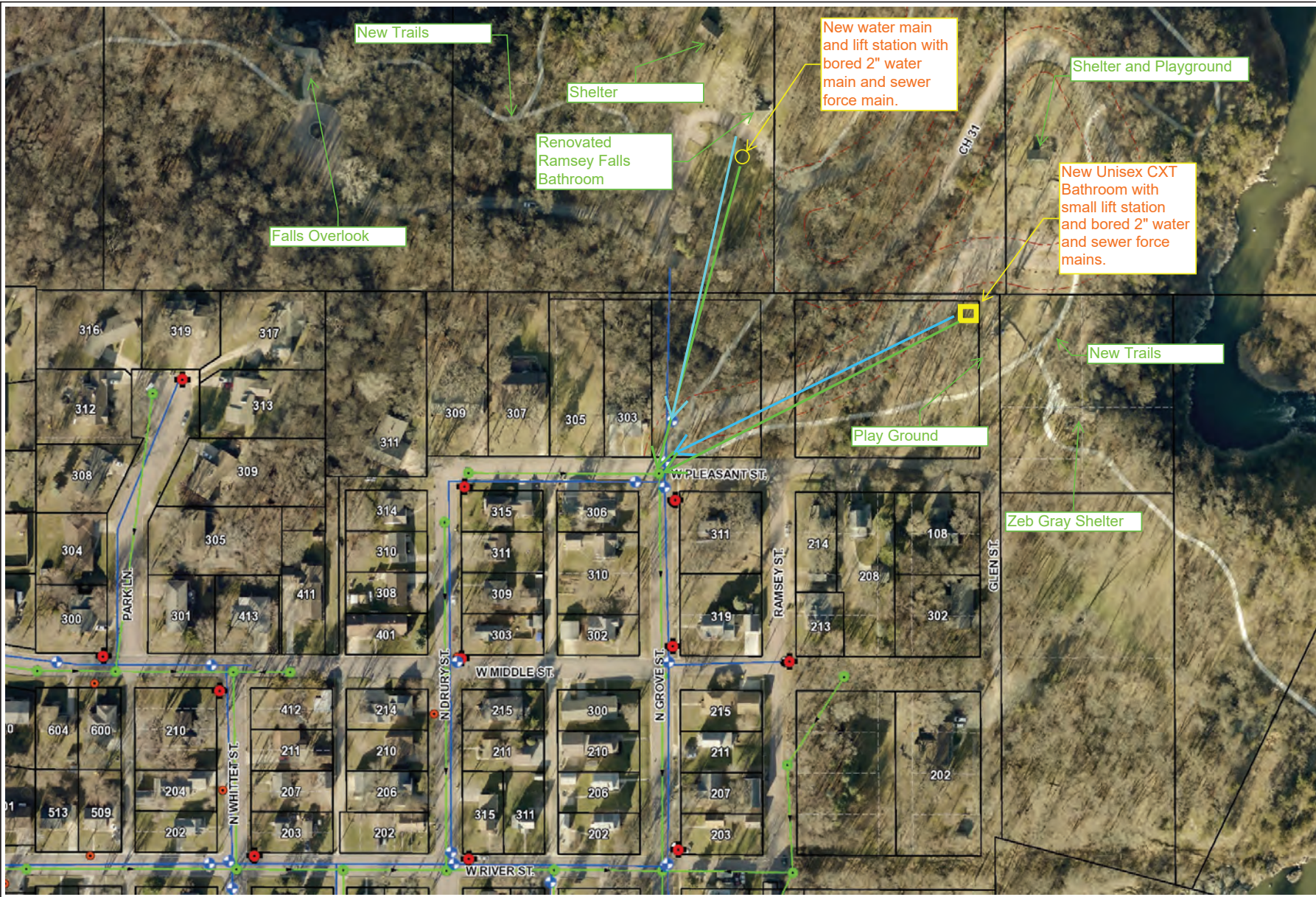
Master Plan Graphic





Legend

- Water Valves
- City Limits
- Sanitary Valves
- Sanitary Manholes
- Sanitary Abandoned Manholes
- Sanitary Clean Out
- Lift Stations
- Sanitary Forcemain
- Sanitary Pipe
- Sanitary Abandoned Pipe
- Sanitary Service Pipe
- Hydrants
- Water Hydrant Valves
- Water Curbstops
- Well
- Watermain
- Abandoned Watermain
- Parcels (7/12/2019)
- Road ROW
- Lot Lines
- VoidArea
- Redv\_cty17\_extended.sid
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3




0 132 Feet

© Bolton & Menk, Inc - Web GIS 7/29/2019 3:57 PM



**Ramsey Park Facility Enhancements**



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