



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
AUGUST 18, 2026 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. July 21, 2026
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda** (items approved with one motion)
 - A. Approve Purchase of Batwing Rotary Mower
 - B. Approve Purchase of Sewer Inspection Camera Trailer System
 - C. Declare Equipment Surplus Property and Authorize Sale
 - D. Approve Insurance Liability Coverage Waiver Form
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
 - A. Toward Zero Death Traffic Safety Grant
 - B. Bureau of Criminal Investigations Joint Powers Agreement – Resolution #46
 - C. Library Addition and Renovation Project – Change Order #4
 - D. Phase 1 Lead Water Service Line Replacement Bids – Resolution #47
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, JULY 21, 2026**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, July 21, 2026, at 5:00 p.m.

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

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

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

A motion was made by Council Member Sandgren and seconded by Council Member Guetter to approve the July 7, 2026, minutes as presented. Motion passed by unanimous vote.

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

1. Temporary On-Sale Liquor Application – Church of St. Catherine’s

Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced the Lead Water Service Line Replacement Project – Plans, Specs, and Bid Advertisement.

Mr. Doering stated Resolution No. 27 of 2025 authorized the application to the Minnesota Public Facilities Authority (MPFA) and the Minnesota Department of Health (MDH) for grant dollars to replace up to 149 inventoried lead/galvanized service lines. This also authorized the submittal to be listed on the project priority list for the Drinking Water Revolving Fund Dollars. The project grant was for 100% of the replacement costs which would start at 50% grant and 50% forgivable loan dollars upon project completion. On March 17, 2026, Council approved a grant application with Resolution No. 20 of 2026. Bolton & Menk Inc. (BMI) have put together the advertisement for bids, bid specifications and plan set for Phase I of Lead Service Line Replacements 2026.

Mr. Doering stated BMI and Staff are required to provide as-bid results to finalize the “Project Order” (PO) document that accompanies the Master Service Agreement with MDH. Upon receipt of an approved PO securing the MDH funding and reimbursement channels, the contracts can be finalized and the replacements can commence. Bids are planned to be opened at 10:00 a.m. on August 13th, 2026 to be reviewed and acted upon at the August 18th, 2026 Council Meeting.

Mr. Doering stated the volume of requests has exceeded the budgeted amount that MPFA was legislatively authorized for, and they have reduced the City’s replacement project to a multi-year-phased approach of up to \$1,000,000.00 per year. The total cost of the project for the projected 40 replacements is \$1,000,000.00. The current inventory has 167 services inventoried as lead or galvanized to be replaced with an estimated cost of \$5,010,000.00 that will continue to grow as more lead services are identified. Staff recommend approving the plans, specs, and authorizing advertisement for bids, for Phase I of Lead Service Line Replacements 2026.

A motion was made by Council Member Kerkhoff and seconded by Council Member Guetter to approve the Lead Water Service Line Replacement Project – Plans, Specs, and Bid Advertisement. Motion passed by unanimous vote.

Finance Director Klages introduced Resolution No. 45 of 2026 – A Resolution Accepting Donations to the City.

Ms. Klages stated Minnesota Statutes §465.03 gives the city authority to receive donations and requires them to be formally accepted by resolution, adopted by a two-thirds vote of the Council. Resolution No. 45 authorizes the acceptance of three financial contributions totaling \$175,000 in support of the local match requirement for the Safe Routes to School and Active Transportation trail project. The contributions include \$10,000 from St. John Lutheran, \$40,000 from the Redwood Area School District, and \$125,000 from the CentraCare Foundation.

A motion was made by Council Member Smith and seconded by Council Member Guetter to waive the reading of Resolution No. 45 of 2026 – A Resolution Accepting Donations to the City. Motion passed by unanimous vote.

A motion was made by Council Member Guetter and seconded by Council Member Kerkhoff to approve Resolution No. 45 of 2026 – A Resolution Accepting Donations to the City. Motion passed by unanimous vote.

Mayor Quackenbush thanked Council Member Sandgren and the Redwood County Fair Board for a successful Redwood County Fair.

City Administrator Muetzel stated the candidate filing period for elected City Office positions opened on July 14th and remains open until 5:00 p.m. on July 28th. Positions on the ballot for the November General Election include Mayor, Ward 3 Council Member, and At-Large Council Member. As of today, the City has received three affidavits of candidacy, one affidavit for Ward 3 Council Member from Larry Arentson, two affidavits for Mayor from Tom Quackenbush and Dennie Moore Jr. Staff have not received any affidavits for candidacy for the At-Large Council Member position.

City Administrator Muetzel stated Street Superintendent Darren Hacker announced his resignation from the Street Department. The Street Superintendent position will be posted and open to receive applications until August 24th, 2026.

Mayor Quackenbush requested an update on the airport construction project.

Public Works Project Coordinator Doering stated crews will be working through the night to complete the grooving on the runways to keep the pavement cool while working. Crews are also continuing to complete the lighting. The airport's tentative opening date remains on August 7th with a potential opening date of July 31st in order to accommodate airport traffic for Farmfest. Staff will be reaching out to the FAA to request a partial opening for Farmfest traffic during daylight hours only.

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

There being no further business, a motion was made by Council Member Guetter and seconded by Council Member Smith to adjourn the meeting at 5:11 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor



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

Meeting Date: August 18, 2026

AGENDA RECOMMENDATION

Agenda Item: Approve Purchase of Batwing Rotary Mower

Recommendation/Action Requested: Staff requests approval to purchase a Woods BW15.52Q Batwing mower.

Summary/Overview: The public works department owns a “batwing” rotary mower that needs replacement. This type of mower is pulled behind a tractor and used to mow large open areas and ditches. The MN State Contract price for a Woods BW15.52Q Batwing mower is \$26,667.20. Being this item is not in the 2026 equipment budget, staff intends to delay a budgeted front end loader replacement to allocate funds to the mower purchase.

Attachments: Quote

TITAN ***MACHINERY***

1201 Hwy 59 N
Marshall, MN 56258
507-532-5783

Customer: **City of Redwood Falls**

Phone:

Address:

FAX:

Redwood Falls, MN

EQUIPMENT	PRICE
1) WOODS BW15.52Q BATWING MOWER	\$26,667.20
WITH ALL STANDARD FEATURES PLUS AND INCLUDING:	
540 OR 1000 RPM CV DRIVE	
(6)FOAM FILLED SEVERE DUTY AG 12PR TIRE AND RIM 27X8-18	
DUAL HUB KIT FOR CENTER	
*THIS MOWER IS QUOTED USING THE MN STATE CONTRACT	

	TOTAL PRICE	\$26,667.20
TRADE-IN EQUIPMENT		
	TOTAL TRADE	\$0.00

TOTAL PRICE	\$26,667.20
TRADE VALUE	\$0.00
PRICE QUOTED	\$26,667.20
SALES TAX	\$0.00
TOTAL PRICE	\$26,667.20

FIELD MARKETER **Joe Swenhaugen**

DATE **6/30/26**

****QUOTES ARE GOOD THRU CURRENT MONTH UNLESS SPECIFIED****

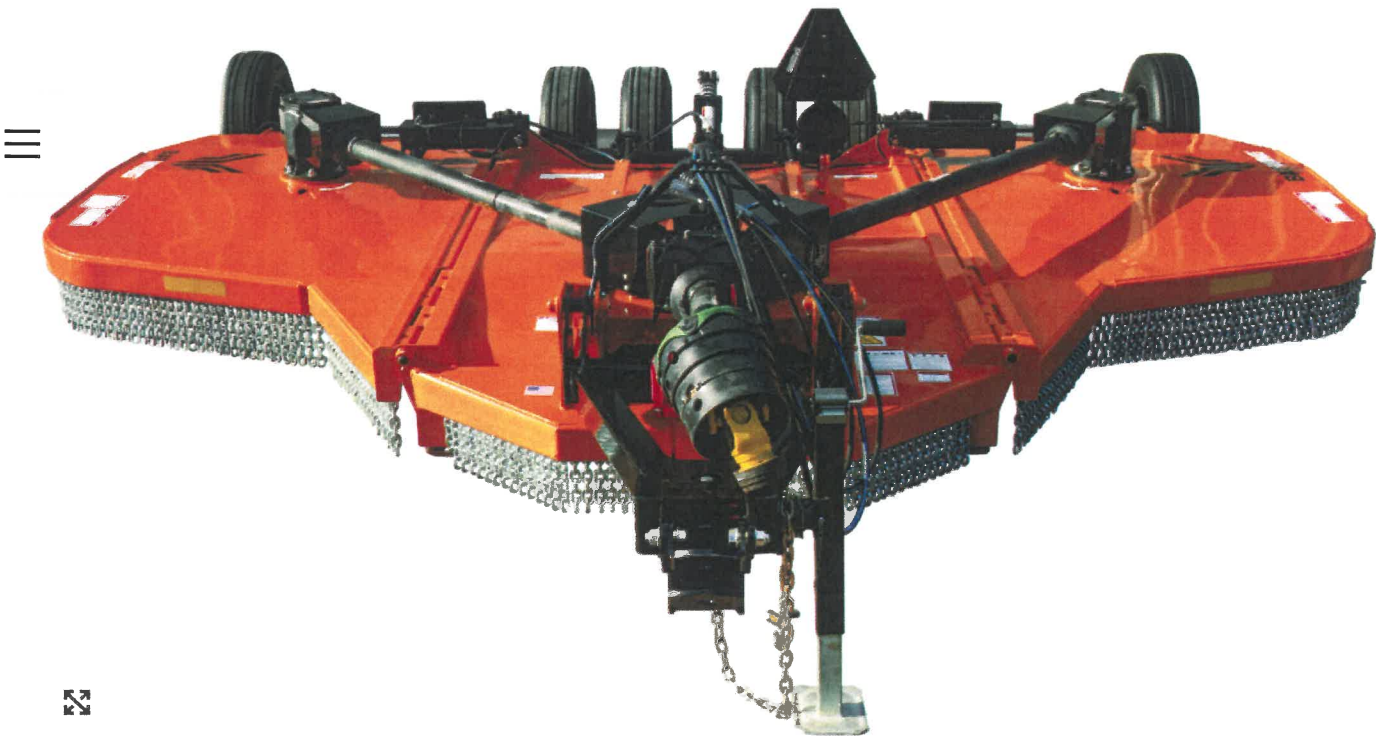
Woods BW15.52 Batwing® Rotary Cutter

Specifications

Cutting Width (in)	180
Overall Width (in)	190
Overall Length (in)	186
Transport Width (in)	96
Cutting Height (in)	2-15
Cutting Height Adjustment	Hydraulic cylinder
Cut Capacity (in)	3
PTO hp Minimum (hp)	45
Weight (lbs)	4,340
Tongue Weight (lbs)	1,935
Hitch	Swivel clevis
Deck Type	Smooth, sloped
Deck Thickness (ga in)	10 .135
Side Frame Thickness (in)	.25
Side Frame Depth (in)	13
Deck Shielding, Front and Rear	5/16-inch Chain guards
Material Flow System	Fully baffled deck
Blade Tip Speed 540 rpm (fpm)	15,904 (center) / 15,526 (wing)
Blade Tip Speed 1,000 rpm (fpm)	15,422 (center) / 15,708 (wing)
Blade Carrier	Stump jumper
Blade Type (in)	.5 x 4 Quick-change blade pins
Blade Overlap (in)	6
Wing Flex (degrees)	90 up, 22 down
Wing Leveling Adjust	Level Lock™
Hinge Rod Diameter	1-inch
Driveline Rating: Main	CAT 6 CV
Driveline Rating: Wing	CAT 4, slip clutch
Output Shaft Diameter (in)	2.00
Gearbox Rating Splitter (hp)	210
Gearbox Rating Spindle (hp)	200
Gearbox Warranty (years)	10
Suspension	Single spring on center deck



BATWING[®] CUTTERS



Home / Products / Flex-Wing Rotary Cutters

BW15.52

★★★★★ (9 customer reviews)

PROFESSIONAL

THE MODEL IS AVAILABLE IN OUR 80 YEAR ANNIVERSARY LIMITED EDITION MATTE BLACK

#1 IN CUT QUALITY

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Jods Exclusive Level Lock[™]



ology that ensures a more level cut height across rugged terrain

Cut

PROMOTIONS

[ASK A QUESTION](#)





Keith Muetzel
City Administrator
Phone: 507-616-7400
Fax: 507-637-2417

kmuettel@ci.redwood-falls.mn.us

Meeting Date: August 18, 2026

AGENDA RECOMMENDATION

Agenda Item: Approve Purchase of Sewer Inspection Camera Trailer System

Recommendation/Action Requested: Staff requests approval to purchase a used 2016 Mainline inspection trailer and Aries Pathfinder camera system.

Summary/Overview: The wastewater department owns a sewer inspection camera/trailer system that is in need of replacement. A new camera system and trailer is estimated to cost \$100,000 and was proposed for the 2027 budget. However, the wastewater department recently demoed a used camera system that will meet the needs of the department. The cost of the used system is \$44,000 after a \$6,000 trade allowance for our current system. Being this item is not in the 2026 equipment budget, staff intends to delay a budgeted front end loader replacement to allocate funds to the camera system.

Attachments: Quote



22606 186th Ave
Cold Spring, MN 56320
800-450-6969



Date: August 12, 2026

To: Blake Hagert
City of Redwood Falls, MN

From: *Lucas Haag*

We are pleased to submit the following quotation. All prices are subject to immediate acceptance. Clerical errors are subject to correction. All agreements are contingent upon fires, accidents, labor difficulties and causes beyond our reasonable control. No statement, contract or order will be binding on the Company unless made or approved on behalf of the Company by one of its officers.

One (1) 2016 Mainline Inspection Trailer with
full Aries Pathfinder mainline system, including two tractors and a camera.

1.0	2016 Mainline Inspection Trailer w/ Aries Pathfinder Mainline CCTV system	\$	50,000.00
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Subtotal \$ 50,000.00

Trade Allowance for current Aries Badger system and Trailer \$ (6,000.00)

Total: \$ 44,000.00

By: *Lucas Haag*
Flexible Pipe Tool Company

Authorized Signature Title

City of Redwood Falls, MN



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

Meeting Date: August 18, 2026

AGENDA RECOMMENDATION

Agenda Item: Declare Equipment as Surplus Property and Authorize Sale

Recommendation/Action Requested: Staff recommends declaring the following equipment as surplus property and authorizing sale:

1979 John Deere 400 Tractor #5792

Attachments: None



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

Meeting Date: August 18, 2026

Agenda Item: Liability Coverage – Waiver Form

Recommendation/Action Requested: Staff recommends the City Council approve that the City continue with the option of not waiving the monetary limits.

Summary/Overview:

As part of our annual insurance renewal process, we are required to state what the City desires to do in relation to limits on municipal tort liability.

In all past years the City Council has elected to state “The city DOES NOT WAIVE the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.” This option is the least expensive of the two options. The only way the city would pay in excess of the tort limit is if the City were so negligent in a matter that the court would award punitive damages in excess of the limits.



League of Minnesota Cities Insurance Trust Liability Coverage Waiver Form

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Use the submit button below, otherwise, print and email to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

Select one of the options below.

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#)

The member **WAIVES** monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT

LMCIT Member Name: _____

Date of member's governing body meeting: _____

Name and title of person completing this form: _____

Signature of person completing this form: _____

Meeting Date: August 18, 2026

Agenda Recommendation

Agenda Item: Request retro-active approval to apply for Toward Zero Death grant

Recommendation/Action Requested: Staff Recommends approval of request

Summary/Overview:

The Toward Zero Death program (TZD) is a state-wide, multi-disciplinary initiative whose goal is to reduce traffic fatalities in Minnesota to zero. One aspect of the initiative is enforcement of traffic laws. To facilitate that part of the program grant money originating from the National Highway Traffic Safety Administration is obtained by the Minnesota Department of Public Safety-Office of Traffic Safety, which then provides funding to law enforcement agencies for officer overtime shifts for the sole purpose of traffic enforcement.

Historically, these grants were awarded to one law enforcement agency within each designated region of the state. That agency was then responsible for managing the grant and providing funds to law enforcement agencies within their region. The City of Marshall has been the TZD grant manager in our region for several years and Redwood Falls Police Department has participated in the TZD program.

At the start of the next fiscal year the Office of Traffic Safety is changing the TZD grant. Grants are no longer awarded per region, rather, every law enforcement agency must submit their own TZD grant application. The deadline to submit the grant application is August 12, 2026. This information was received by RFPD after the August 4th city council session had already been cancelled.

This information was shared with City Administrator Keith Muetzel who approved submission of the grant application but with the caveat that the item must still be presented to council for final approval.

Attachments: None

Meeting Date: August 18, 2026

Agenda Recommendation

Agenda Item: Renewal of Joint Powers Agreement

Recommendation/Action Requested: Staff Recommends approval of the renewal

Summary/Overview:

In the course of its duties, the Redwood Falls Police Department requires access to the Criminal Justice Data Network (CJDN) which is maintained by the Minnesota Department of Public Safety's Bureau of Criminal Apprehension (BCA). The CJDN provides access to tools, data, and systems that assist with the investigation and prosecution of criminal cases.

Access to the CJDN requires a Joint Powers Agreement (JPA) between the City of Redwood Falls and the BCA. The City of Redwood Falls last signed a JPA with the BCA in 2021 and that agreement is set to expire in October of 2026. By signing this JPA the Redwood Falls Police Department will retain access to the CJDN for another five year.

Attachments:

- Draft Resolution of JPA
- State of Minnesota JPA

RESOLUTION NO. 46 of 2026

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF REDWOOD FALLS
ON BEHALF OF ITS POLICE DEPARTMENT**

WHEREAS, the City of Redwood Falls, on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreements and obligates the City to pay the costs for the network connections.

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

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 18th day of August 2026.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Redwood Falls on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date** This Agreement is effective on October 15, 2026, or the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of Six Hundred and 00/100 Dollars (\$600.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

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

Name: Katie Meiers, Deputy Superintendent

Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106
Telephone: 51-793-2425
Email Address: Kathryn.Meiers@state.mn.us

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

Name: Jason Cotner, Police Chief
Address: 303 East 3rd Street, PO Box 526
Redwood Falls, MN 56283
Telephone: (507) 637-4005
Email Address: jcotner@ci.redwood-falls.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

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

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

 - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
 - 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools

covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

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

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and City of Redwood Falls on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 294409, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to

the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

- g. **"Court"** shall mean the State of Minnesota, State Court Administrator's Office.
- h. **"Subscriber"** shall mean the Agency.
- i. **"Subscriber Records"** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

- a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.
- b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.
- c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

- a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, subsection d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to

maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO

WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

Meeting Date: August 18, 2026

AGENDA RECOMMENDATION

Agenda Item: Library Addition and Renovation Project, Change Order No. 4

Recommendation/Action Requested: Staff is recommending the approval of “Change Order (CO) No. 4” for the addition of re-coring the existing library doors to match keys throughout the building, a credit for changes in carpet by not replacing carpet that was recently installed, and a cost change for matching shingles from the bid GAF shingles to Malarkey which are currently on the library. Approval will allow the City Administrator to execute the CO.

Summary/Overview: Change Order No. 4 is being presented due to additions and circumstances described above. Change orders will be drawn from the 5% contingency allocated in the project budget. The current balance of contingency remaining after CO’s 1-4 is estimated at \$145,802.17.

Attachments: Change Order No. 4
Letter of Documentation and Support; Andy Engan, Principal AME/slh

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
855.01 Redwood Falls Public Library
Redwood Falls MN

CONTRACT INFORMATION:
Contract For:
Date: October 21, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: August 13, 2026

OWNER: *(Name and address)*
City of Redwood Falls
333 S. Washington St.
Redwood Falls, MN 56201

ARCHITECT: *(Name and address)*
Engan Associates, P.A.
311 4th Street SW
Willmar, MN 56201

CONTRACTOR: *(Name and address)*
Breitbach Construction Co., Inc.
802 1st Avenue
Elrosa, MN 56325

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. Changed related to PCO-8 matching existing shingles	\$6218.37
B. Changes related to PCO-9 matching existing cores to new	\$1691.16
C. Changes related to PR#4 (PCO-10)	-\$2874.90

The original Contract Sum was	\$ 4,394,000.00
The net change by previously authorized Change Orders	\$ 50,163.20
The Contract Sum prior to this Change Order was	\$ 4,444,163.20
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,034.63
The new Contract Sum including this Change Order will be	\$ 4,449,197.83

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.



ARCHITECT *(Signature)*

Andrew Engan, Principal

*(Printed name, title, and
license number if required)*

August 13, 2026

Date



CONTRACTOR *(Signature)*

Jacob Weller, Project

(Printed name and title) Manager

8-13-26

Date

OWNER *(Signature)*

(Printed name and title)

Date



POTENTIAL CHANGE ORDER

Breitbach Construction Co.
25123- - Redwood Falls Public Library

Page 1

DATE:8/05/2026

PCO#: 8

To: Keith Muetzel
City of Redwood Falls
PO Box 526
Redwood Falls, MN 56283
Phone: 507.616.7400
Email: kmuetzel@ci.redwood-falls.mn.us
CC:

From: Jacob Weller
Breitbach Construction Co.
802 1st Ave
Elrosa, MN 56325
Phone: 320.697.5525
Email: jacobw@bcc-mn.com

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: Malarkey Vista -Antique Brown Shingles
- Proposed Scope of Work:

PCO Item	Cost	Markup	Amount
1 : Malarkey Vista -Antique Brown	5,922.26	296.11	6,218.37

TOTAL: \$6,218.37

Submitted By:



Jacob Weller
Breitbach Construction Co.

8/05/2026

Date

Approved By:

Keith Muetzel
City of Redwood Falls

Date

Approved By:

City of Redwood Falls

Date



High Caliber Contracting
 931 Metzger Dr, Hiawatha, IA 52233
 Phone: (319) 360-8782

Company Representative
 Randy Shramek
 Phone: (319) 389-2186
 randy@highcaliberiowa.com

Redwood Falls - Malarkey Updated

07/06/2026

Redwood Falls Public Library
 509 S Lincoln St
 Redwood Falls, MN 56283
 (309) 660-3661

Job: 78: Redwood Falls Public Library

Roofing Material Section

	Qty	Unit
Materials		
Malarkey Vista	102.00	SQ
Malarkey Smart Start (114')	6.00	BD
Malarkey RidgeFlex (30')	18.00	BD
Malarkey Arctic Seal Ice and Water (2 SQ)	15.00	RL
Malarkey Secure Start Lite Underlayment (10 SQ)	9.00	RL
Top Shield Roofing Coil Nails - 1 1/4"	13.00	BX
ACM Aluminum Drip Edge - .018 - 1 3/4" (10')	58.00	PC
Staples - 3/8" (5000 Cnt)	11.00	BX
OmniRoll Ridge Vent (30')	8.00	RL
TopShield Aluminum Economy Roll Valley - .009 - 10" (50') - Mill Finish	4.00	RL
W Valley Metal - 20" (10')	22.00	PC
NPC 900 Solar Seal (10.3 oz)	10.00	EA
Telehandler Rental - 1 Week	1.00	WK
Delivery Fee	1.00	EA

Roofing Labor Section

	Qty	Unit
Labor		
Roofer Labor Hours	300.00	HR

Phase 4 Materials Roofing Section

	Qty	Unit
Material		
Malarkey Vista	19.00	SQ
Malarkey Smart Start (114')	1.00	BD
Malarkey RidgeFlex (30')	4.00	BD
GAF WeatherWatch Ice & Water Shield	4.00	RL
GAF FeltBuster Synthetic Underlayment (10 sq)	1.00	RL
Roofing Coil Nails - 1 1/4"	1.00	EA
ACM Aluminum Drip Edge - .018 - 1 3/4" (10')	9.00	PC
Staples - 3/8" (5000 Cnt)	3.00	BX
OmniRoll Ridge Vent (30')	1.00	RL
W Valley Metal - 20" (10')	4.00	PC

NPC 900 Solar Seal (10.3 oz)

2.00 EA

Delivery Fee

1.00 EA

Phase 4 Labor Roofing Section

Labor

Qty Unit

Roofer Labor Hours

60.00 HR

Sub Total

\$69,475.87

Tax

\$2,398.55

TOTAL

\$71,874.42

Company Authorized Signature

Date

Customer Signature

Date

Original GAF Pricing

\$65,952.16

Total Malarkey Add

\$5,922.26

Total with GC Mark up

\$6,218.37



POTENTIAL CHANGE ORDER

Breitbach Construction Co.
25123- - Redwood Falls Public Library

Page 1

DATE: 8/05/2026
PCO#: 9

To: Keith Muetzel
City of Redwood Falls
PO Box 526
Redwood Falls, MN 56283
Phone: 507.616.7400
Email: kmuetzel@ci.redwood-falls.mn.us
CC:

From: Jacob Weller
Breitbach Construction Co.
802 1st Ave
Elrosa, MN 56325
Phone: 320.697.5525
Email: jacobw@bcc-mn.com

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: New Cores for Existing Doors
- Proposed Scope of Work:

PCO Item	Cost	Markup	Amount
1 : New Cores for Existing Doors	1,610.63	80.53	1,691.16

TOTAL: \$1,691.16

Submitted By:

Jacob Weller
Breitbach Construction Co.

8/05/2026
Date

Approved By:

Keith Muetzel
City of Redwood Falls

Date

Approved By:

City of Redwood Falls

Date



KENDELL

Rochester, MN Branch

KENDELL Doors & Hardware, LLC
1312 Northland Dr
Suite 100
Mendota Heights, MN 55120
Phone: 651-905-0144
Fax:

PROPOSAL

Page:	1
Proposal No.:	221884
Proposal Change No.:	002
Customer P.O. No.:	25123
Proposal Date:	7/29/2026
Customer ID:	BBC
Project Manager:	Andrew Hance
Project Manager Ph.:	218.349.6800
Project Manager Email:	ahance@kendelldrs.com

Submitted To: BREITBACH CONSTRUCTION
802 1ST AVENUE
Elrosa, MN 56325

Job Name: City of Redwood Falls Public Library

Description	Quantity
20-057.626.1-Bit, E-Keyway IC Cylinder @100 102 104 104A	5
23-065.626.0-Bit, E-Keyway Keyed in lever Cylinder @109 125	2
Keyed Cylinder	7
Freight	1

Respectfully Submitted: _____
Andrew Hance

Accepted By: _____ Date: _____

PRICING IS ONLY VALID FOR 15 DAYS:

Subtotal:	1,500.00
Sales Tax:	110.63
Total:	1,610.63



POTENTIAL CHANGE ORDER

Breitbach Construction Co.
25123- - Redwood Falls Public Library

Page 1

DATE: 8/05/2026
PCO#: 10

To: Keith Muetzel
City of Redwood Falls
PO Box 526
Redwood Falls, MN 56283
Phone: 507.616.7400
Email: kmuetzel@ci.redwood-falls.mn.us
CC:

From: Jacob Weller
Breitbach Construction Co.
802 1st Ave
Elrosa, MN 56325
Phone: 320.697.5525
Email: jacobw@bcc-mn.com

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PR-04 - Meeting Room Carpet Credit
- Proposed Scope of Work:

PCO Item	Cost	Markup	Amount
1 : PR-04 - Meeting Room Carpet Credit	-2,738.00	-136.90	-2,874.90
			TOTAL: \$-2,874.90

Submitted By:

Approved By:



Jacob Weller
Breitbach Construction Co.

8/05/2026
Date

Keith Muetzel
City of Redwood Falls

Date

Approved By:

City of Redwood Falls

Date



MCI

**PROPOSAL - PR#4****MULTIPLE CONCEPTS INTERIORS**

26 First Avenue North - Waite Park, MN 56387

Ph: (320) 253-5078

Fx: (320) 253-9458

Date: July 31, 2026

Quote #: PR #4

Prepared By: Shawn Fiedler

Email: sfiedler@mcicarpetone.com

Mobile #: 320-248-1301

Proposal Submitted To: BREITBACH CONSTRUCTION		Fax, Phone, Email or Contact: JACOB WELLER
Street Address:		Name of Project: REDWOOD FALLS PUBLIC LIBRARY
City, State, Zip Code:		Project Location: REDWOOD FALLS, MN
Architect/Drawing Developer: ENGEN	Date of Drawings: 8/14/2025	Addendums:

Notes:

- Per PR #4, New carpet only in room A104B, Change to Multiplicity 00500 - Out Pouring 510
- Normal daytime labor, Monday through Friday 8-5pm. (**Prevailing Wage Rates Apply**)
- Substrate to be free of any and all contaminants prior to new flooring finishes.

Material: (Credit)

-\$2,162.00

-Credit J & J - Quill Carpet in Rooms A104A/B, change to Multiplicity Carpet in Room A104B Only

Labor: (Credit)

Credit labor for Carpet Install in Room 104A

-\$576.00

Total Credit:

-\$2,738.00

PROPOSAL NOTES: 7.375 % Tax Included*Typical floor prep is included in this proposal. Materials and labor for the amount of:*

n/a

Grinding, self-leveling, bead blasting or glue removal is not included unless noted above. Additional labor will be billed per hour plus the cost of any materials required. Includes final broom cleaning. Prior trades are responsible to clean any residue from floors left by their scope of work, otherwise charges will apply to clean. Proposal does not include removal of existing flooring or adhesives. Dumpsters not included. Post floor protection is not included. Initial moisture testing is included performed by 3rd party. Additional testing due to high moisture or special request will be billed at \$80.00 per test and \$.65 per mile from Richfield, MN.

PAYMENT TERMS: Net 30 days of invoice date using cash, check, or credit card. Any collection fees or attorneys fees incurred by MCI will be the responsibility of the buyer. A monthly service charge will be added at the rate of 1.5% per month (18% annum). We reserve the right to perfect mechanics lien rights when applicable.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

This proposal may be withdrawn by MCI if not accepted within 60 days of proposal date above. This proposal is contingent upon final acceptance of contract language.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____



ENGAN ASSOCIATES
ARCHITECTS | INTERIOR DESIGNERS

shared vision. innovative design.

August 13, 2026

Redwood Falls Public Library
Jim Doering, Public Works Project Coordinator
City of Redwood Falls
333 S. Washington St.
Redwood Falls, MN 56283

RE: **Redwood Falls Public Library – Redwood Falls, MN** (855.01)
Change Order #4

This letter is provided to document and support Change Order #4 for Council review and approval.

PCO-8: Malakey Shingles to match existing installed after hail damage \$6,218.37

PCO-9: It was requested by staff to get a quote to replace the existing cores with cores that will match the new doors. This will give continuity for door of the same function to all have the same key \$1,691.16

PCO-10: The meeting room carpet was replaced approximately 2 years ago while design was being completed. Staff reviewed the existing carpet against a sample of new and determined that the carpet for the meeting room addition will blend with the existing. Resulting in only adding new carpet to the addition and not the entire room.

-\$2,874.90

TOTAL \$5034.63

If you have any questions or concerns, or if you simply have additional comments that you wish to make, please contact me at (320) 235-0860, or email me at andy.engan@engan.com.

Andrew Engan, Principal
AME/slh

Meeting Date: August 18, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 47 of 2026

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

Summary/Overview: In response to the Advertisement for Bids, the city received seven proposals for construction of the 2026 Phase I Lead Service Line Replacements. The proposals were opened and publicly read at 10:00 a.m. on August 13, 2026.

The lowest responsible bidder was Crow River Construction of New London, MN for the 2026 Phase I Lead Service Line Replacements per bid unit prices with the resulting bid including the base bid and alternate provided as \$713,950.00 or 28% below the engineer's estimate of \$995,000.00. Staff recommend the award to Crow River Construction of New London, MN.

Council approved the plans and specs and authorized bidding at the July 21, 2026, meeting. Bolton & Menk Inc. (BMI) and Staff are charged to provide as-bid results to finalize the "Project Order" (PO) document that accompanies the Master Service Agreement with the Minnesota Department of Health (MDH). Upon receipt of an approved PO securing the MDH funding and reimbursement channels, the contracts can be finalized and the replacements can commence.

Attachments: Resolution No. 47 of 2026
Recommendation to Award by Shane Traulich P.E. Bolton & Menk Inc.
Bid Sheet

RESOLUTION NO. 47 OF 2026

**AUTHORIZATION TO EXECUTE
AWARD OF CONTRACT FOR THE
2026 PHASE I LEAD SERVICE LINE REPLACEMENTS**

WHEREAS, the City of Redwood Falls is authorized to enter into a contract with Crow River Construction of New London, MN pursuant to Minnesota Statutes § 412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, at the July 21, 2026, City Council meeting, the Council authorized the Advertisement for Bids for the 2026 Phase I Lead Service Line Replacements; and

WHEREAS, on Thursday, August 13, 2026, at 10:00 a.m., seven bids were received and opened at City Hall; and

WHEREAS, the lowest responsible bidder was Crow River Construction of New London, MN for the 2026 Phase I Lead Service Line Replacements with the resulting bid including the base bid and alternate provided as \$713,950.00; and

WHEREAS, the recommendation to award the contract to Crow River Construction of New London, MN has been made by the City's appointed Engineer, Shane Traulich, Bolton and Menk, Inc.

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

1. The bid and subsequent contract described above is awarded, approved, and executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The Public Works Project Coordinator shall be listed as the Project Representative on behalf of the City of Redwood Falls.
3. The Mayor and/or City Administrator are authorized to execute this contract and any amendments on behalf of the City of Redwood Falls pursuant to the Redwood Falls Procurement Policy.
4. The awarded contract described above shall be maintained and insured as allowed by law.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 18th day of August, 2026.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

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

Notary Public



**BOLTON
& MENK**

Real People. Real Solutions.

1243 Cedar Street NE
Sleepy Eye, MN 56085

Phone: (507) 810-4184
Bolton-Menk.com

August 13, 2026

VIA E-MAIL

Jim Doering
Public Works Project Coordinator
City of Redwood Falls
333 S. Washington St.
P.O. Box 526
Redwood Falls, MN 56283

RE: Recommendation to Award Contract
2026 Lead Service Line Replacement
City of Redwood Falls
BMI Project No.: 25X 138112.000

Dear Jim:

In response to the Advertisement for Bids, the Council received 7 proposals for the construction of the referenced project. The proposals were opened and publicly read at 10:00 a.m., on August 13, 2026.

The total Base Bid plus Alternate Bid ranged between \$713,950.00 and \$1,317,500.00. The Summary of Bids is attached.

The low bidder was Crow River Construction of New London, MN. The low bid was 28% below the Engineer's Estimate of \$995,000.00 and the second low bidder was 2% above the low bidder.

In accordance with Minnesota Statutes §16C.285, Crow River Construction has provided all required bidding documents in their proposal.

It is unlikely that re-bidding the project will result in more bids or more competitive bids. The bids appear to be responsive and responsible. If Council determines the project is financially feasible, we recommend awarding the Base Bid plus Alternate Bid contract to Crow River Construction in the amount of \$713,950.00, contingent on Minnesota Public Facilities Authority approval and executed Project Order.

Please contact our office with any questions or comments regarding this project.

Sincerely,

Bolton & Menk, Inc.

Shane T. Traulich, P.E.

STT/jlj

Enclosure

**BOLTON
& MENK**

Real People. Real Solutions.

1243 Cedar Street NE
Sleepy Eye, MN 56085Ph: (507) 810-4184
Bolton-Menk.com

Summary of Bids

Project:	2026 Lead Service Line Replacement	Bid Letting:	August 13, 2026
Client:	City of Redwood Falls	Time:	10:00 a.m.
Project No.:	25X.138112.000		
Addendum(s)	No. 1: 8-6-26		

Bidder	Base Bid	Alternate Bid	Base Bid + Alternate Bid
Crow River Construction New London, MN	\$657,150.00	\$56,800.00	\$713,950.00
Diversified Drainage Cokato, MN	\$675,175.00	\$59,500.00	\$734,675.00
Castrejon Incorporated Blaine, MN	\$718,700.00	\$64,000.00	\$782,700.00
Levanen Underground Kimball, MN	\$725,864.00	\$71,600.00	\$797,464.00
TE Underground, LLC. Tyler, MN	\$920,550.00	\$79,700.00	\$1,000,250.00
Schmidt Construction Inc Redwood Falls, MN	\$1,014,500.00	\$91,000.00	\$1,105,500.00
Hjerpe Contracting, Inc. Hutchinson, MN	\$1,214,940.00	\$102,560.00	\$1,317,500.00