

CITY OF CHATFIELD PUBLIC WORKS COMMITTEE

AGENDA

City Council Chambers - 21 SE Second Street, Chatfield, MN 55923

January 13, 2025, 5:30 P.M.

A. Minutes

1. [December 9, 2024 Meeting Minutes](#)
Review Meeting Minutes

B. Other Items

1. [2025 Schoenfelder Farms Lease Agreement](#)
Provide recommendation to the City Council for approval of the lease for 2025.
2. [Groen Park Pedestrian Bridge](#)
Consider recommendation to Council for this project.
3. [2025 Olmsted County Maintenance Agreement](#)
Consider recommendation of approval to the City Council.
4. [Equipment Replacement - Mixer](#)
Provide recommendation to the City Council for the replacement of equipment.



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: January 13, 2025

Agenda Item: December 9, 2024 Meeting Minutes

Subject | Summary: Meeting Minutes for review.

Agenda Category: Minutes

Submitted By: Michele Peterson

Recommended Motion: Review Meeting Minutes

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2024.12.09 Public Works Notes.pdf](#)

Public Works Committee Meeting Notes**December 9, 2024****Members Present:** Councilors Mike Urban and Paul Novotny**Members Absent:** None**Others Present:** Craig Britton, Kay Wangen, Chad Eide, and Michele Peterson**A. Minutes**

1. Meeting notes from the November 12, 2024, meeting were reviewed with no amendments suggested.

B. City Engineer Report

1. 2022 Water System Improvement Project – Final Pay Application #8: Members reviewed the final pay request for the project in the amount of \$50,791.12. City Engineer Craig Britton noted that there are a few minor punch list items remaining. It was noted that the warranty on the project began at the time of substantial completion. Members recommended the pay request be brought to City Council for approval.

C. Other Items

1. 2024 Sidewalk Repair Summary: Members reviewed the summary, no comments were shared.
2. Land Rental: E & J Underground brought forward a proposal to rent a portion of the site of parcel 260470000, the previous MNDOT site. They would like to use this area to store equipment when not in use. Members reviewed the proposal, and offered the discussion be brought to Council for approval. The proposal includes payment of \$500 per month for Jan – June, E & J will mow the entire site, they will park the equipment on the existing cement and gravel, while working with the Public Works Director to ensure access to the site for excess snow storage.



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: January 13, 2025

Agenda Item: 2025 Schoenfelder Farms Lease Agreement

Subject | Summary: Annual lease renewal review.

Agenda Category: Other

Submitted By: Michele Peterson

Recommended Motion: Provide recommendation to the City Council for approval of the lease for 2025.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[AGRICULTURAL LEASE - 2025.pdf](#)

AGRICULTURAL LEASE

This agreement entered into this 1st day of January 2025, by and between the City of Chatfield, a Minnesota municipal corporation ("City") and Schoenfelder Farms a partnership organized under the laws of the State of Minnesota ("Schoenfelder"),

It is agreed between the parties as follows:

1. Term. For the annual payment by Schoenfelder to City of the sum of \$225 per acre, or \$9,000.00 per year, City demises and leases to Schoenfelder the property for the term of January 1, 2025, to December 31, 2025. Payment is due April 1, 2025.
 2. In order to properly maintain the newly created storm water structures, no tillage will take place closer than ten (10) feet from the front of the structures and a thirty (30) foot clear radius will be maintained around the drainpipes on both retention ponds. Reshape the waterways to the basins.
 3. Construct a 10' wide path from County Road 10 field drive along the ditch and along the fence for access to equipment for mowing and maintenance to basin 2.
 4. According to MN Rules Chapter 7041, work with the biosolids manager in the fall when biosolids application is to take place. The following information will be provided to the farmer: harvest restrictions, MANA rates and the amount of nitrogen supplied by biosolids, public access control periods, and immediate incorporation requirements.
 5. Prior to planting, contact Brian Burkholder at 507-273-9597 to ensure access to the retention ponds for the purpose of mowing.
2. Use. During the period that this lease, or any extension thereof is in effect, Schoenfelder, or its agents or assigns, shall be permitted to use the property for agricultural purposes, or a use consistent with agricultural pursuits. Schoenfelder shall be required during the term of this lease to use and maintain the property in a manner that minimizes the uncontrolled drainage of surface water, erosion of soil and the growth of noxious weeds, and is consistent with good agricultural practices.
3. Termination Prior to December 31 of a Given Year. Notwithstanding the provisions of paragraph 1 herein, City may terminate this lease at any time prior to the end of its term by giving Schoenfelder 30 days written prior notice of termination. Provided, that if City does so subsequent to October 1, of a given year and Schoenfelder has invested labor and other inputs in preparation for cultivating a crop on the property during the remainder of or a renewed term of the lease, City shall reimburse Schoenfelder the reasonable value of such labor and other inputs expended. Provided further, if such early termination of the lease occurs at a time when a crop is under cultivation (but not yet harvested) on the property by Schoenfelder, City, at its option may: (a) permit Schoenfelder to harvest said crop within a reasonable period of time, notwithstanding termination of the lease; or, (b) pay to Schoenfelder the reasonable value of the crop that would have been harvested but for the termination of the early termination of the lease.

Schoenfelder Farms

By

(Title)

By

(Title)

City of Chatfield

By

Mayor

Attest:

City Administrator

Meeting Date: January 13, 2025

Agenda Item: Groen Park Pedestrian Bridge

Subject | Summary: Installation of a pedestrian bridge in Groen Park

Agenda Category: Other

Submitted By: Michele Peterson

Recommended Motion: Consider recommendation to Council for this project.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background: A grant through the DNR was applied for and received in 2022, it was a matching grant of \$77,000. The application notes that the anticipated total project cost was estimated to be \$155,000. Since that time we have requested an extension to the deadline for project completion for the grant twice, the final deadline to complete the project is June 30, 2025.

To date we have spent \$110,581 with the purchase of the bridge, engineering fees, and soil testing. Once the permit is approved we would be able to install the bridge. However the total cost to install the bridge based on one quote received is estimated at \$210,000.

Given the project has exceeded the original cost expectations, we feel that it is worth a review of the project.

Due to the fact that the bridge has already been purchased, the project has technically been started, and therefore is not eligible for other grant opportunities.

Three options can be considered, as provided by the DNR Grant Office:

1. Move forward with the project, with the bridge being installed. Work could still be ongoing after June 30, if so 10% of the grant funds would be withheld until completion of the project. We would need to identify the funding for the additional \$184,000.
 2. Move the remaining grant funds of \$29,949.75 to the next funding year, and continue with project into the next fiscal year. We would also need to identify the funding for the additional \$184,000.
 3. Cancel the project and consider selling the bridge. We would then work the DNR Fisheries to consider a project along the shoreline of Mill Creek for restoration and maintenance. As part of that work the trails throughout the parks would also be considered for removing from the fishing easement area. As well as the consideration for improved fishing access and accessibility. For the DNR grant, we would only need to pay back the portion allocated to the bridge, we can retain the matching funds for the design engineering.
-

Attachments:

Memo to City Council 1-8-25 REV (Groen Park Ped Bridge).pdf

MEMORANDUM

TO: CHATFIELD PUBLIC WORKS COMMITTEE
FROM: CRAIG BRITTON
SUBJECT: GROEN PARK PEDESTRIAN BRIDGE UPDATE
DATE: JANUARY 8, 2025
CC: CITY ADMINISTRATOR, MICHELE PETERSON
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

Action Requested: This is an update on the status of the pedestrian bridge as it relates to the permitting and cost estimate for the pedestrian bridge. Requesting input from the Public Works Committee on how to proceed with the project.

Background: The City received a grant for the installation of the pedestrian bridge in Groen Park and the City is finalizing the permitting through the DNR in order to work within Mill Creek to install the bridge. The permit with the US Army Corps of Engineers has been completed and the permit has been obtained.

I have been in contact with Nicole Lehman from the DNR regarding the DNR permit. The DNR has requested some additional information regarding the hydraulic model that was prepared. The hydraulic model shows a 0.00 ft water surface elevation difference from the existing to proposed condition throughout the modeled area and Nicole has asked for us to provide additional information to confirm that. We have responded to Nicole's question and that should be the final item to address before the permit is issued.

Griffin Construction has provided pricing for the overall project. The estimates are coming in much higher than the grant agreement amount. The matching grant total is \$154,000 (including the pedestrian bridge), with the State picking up \$77,000 of the total. The estimated construction total submitted for the grant was approximately \$64,000. The original estimate we received from Griffin Construction was approximately \$210,000. Additionally, surveying and design fees are expected to be nearly \$38,000. This leaves a budget shortfall of approximately \$184,000 for the project. We also reached out to DeCook Excavating and received a quote from them. Their quote of \$206,668 was very similar to Griffin Construction's. Below is a breakdown of the estimated costs from Griffin Construction and attached to this memo is the quote received from ICON Constructors and DeCook Excavating.

1. Griffin Construction Total - \$210,000
 - a. Icon Constructors - \$141,060
 - i. Concrete Bridge Abutments, Rip Rap and Setting the Bridge
 - b. Durst Outdoor Services - \$10,000
 - i. Bituminous Paving of Trail

- c. Griffin Construction - \$58,940
 - i. Grading and Aggregate Base for the Trail

The completion date for the project per the grant agreement is June 30, 2025.

Please reach out with any questions.

Craig Britton



Groen Park Chatfield 1/8/25

- Mobilization
- F&I Silt Fence
- F&I Construction Drive
- Remove Trees as per plan
- Saw cut and remove blacktop
- Regrade for new paths
- Place class 5 base and 3" of blacktop
- Respread black dirt, seed and mulch
- Remove excess material from bridge excavation
 - **\$58,555.00**

Alternate 1

- **\$9,800.00**

Alternate 2

- Icon Construction
 - If DeCook carries the bridge package **\$148,113.00**

Note: Staking by Widseth

EXCLUSIONS

Asbestos/Contaminated/Hazardous Materials, Buried Debris, Rock Removal or Disposal, Soil Corrections (unless specified above), Well Sealing, Underground Storage Tanks, Personal Property Disposal, Street/Sidewalk Restoration, Survey or Layout, Inspections, Soil and Density Testing, Landscaping, Import of Planting/Structural Soils, Seeding or Restoration (unless specified above), Private Locates, Traffic Control, Permits(unless specified above), Licenses and Fees, Dewatering, Import of Rock for Laydown/Access, Relocation/Removal or Temp hanging of Existing Public or Private Utilities, SWPPP Permits, Temporary Facilities, Power, Water, or Utilities, Fencing/Temp Fence Utility Rerouting, Bituminous or Concrete New or Restoration, Excavation/Backfilling for Other Trades, Piling, Sheet piling, Shoring, Underpinning, Insulation for Structure, Insulation, Vapor Barrier, SAC or WAC Charges, Televising, Hauling During Road Restrictions, Winter Conditions, Bonds.

Thank you for the opportunity to submit a proposal on this project. If you should have any questions, please contact me at your convenience, 507-272-7258

This proposal may be withdrawn if not accepted within 30 days.

Respectfully Submitted
John Allen

ICON Constructors, LLC

13498 County Road 28

Mabel, MN 55954

Office: 507.493.5590

Cell: 507.458.2027

Fax: 507.493.5383



DBE/TGB CERTIFIED

QUOTE CHATFIELD PED BRIDGE SUBSTRUCTUREDATE: April 19, 2024TO: PRIME BIDDER

Item	Item Description	Unit	Quantity	Unit Price	Amount
	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
	STRUCTURAL CONCRETE (1G52)	CY	19	\$800.00	\$15,200.00
	STRUCTURAL CONCRETE (3B52)	CY	25	\$1,500.00	\$37,500.00
	REINFORCEMENT BARS (EPOXY)	LB	2,550	\$5.00	\$12,750.00
	STRUCTURE EXCAVATION	LS	1	\$12,000.00	\$12,000.00
	SLOPE PREPARATION	LS	1	\$2,500.00	\$2,500.00
	STRUCTURAL BACKFILL (CV)	CY	190	\$40.00	\$7,600.00
	10X42 HPILE	LF	320	\$75.00	\$24,000.00
	DRAINAGE SYSTEM (B910)	LS	1	\$2,500.00	\$2,500.00
	GEOTEXTILE FILTER TYPE 7	SY	315	\$4.00	\$1,260.00
	RANDAOM RIPRAP CLASS V	CY	215	\$50.00	\$10,750.00
Total					\$141,060.00

This quote includes all labor & equipment for the above items to be performed.

Access, traffic control, utility relocates, erosion control by others.

ICON Constructors is not responsible for the damage of the existing trail or access roads.

This quote is to become part of the subcontract.

ICON Constructors is not responsible for disturbing utilities or structures/ unforeseen conditions that could not be located.

Excess material from excavation to be hauled off by prime.

ALL ITEMS ARE TIED. BRIDGE HAULED AND PLACED BY OTHERS.

Assumed approx. 250 CY for excavated material.

Thanks,

tkraling.icon@gmail.com



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: January 13, 2025

Agenda Item: 2025 Olmsted County Maintenance Agreement

Subject | Summary: Annual Maintenance Agreement

Agenda Category: Other items

Submitted By: Michele Peterson

Recommended Motion: Consider recommendation of approval to the City Council.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[Complete_with_Docusign_2025_Chatfield_cover_.pdf](#)



Public Works
1188 50th Street SE
Rochester, MN 55904
Phone: 507-328-7070
E-mail: pwservice@olmstedcounty.gov

December 23, 2024

Beth Carlson
City of Chatfield Clerk
21 East 2nd Street
Chatfield, MN 55923

Subject: 2025 Maintenance Agreement

Dear Beth:

Enclosed is the 2025 maintenance agreement between Olmsted County and the City of Chatfield providing payment to the City of Chatfield to maintain a portion of CSAH 10 within the city limits of Chatfield.

Please sign the agreement and return to me at your earliest convenience. Once executed by the Director of Public Works, you will receive a copy.

If you have questions, I may be reached at 507-328-7070.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads 'Chad Schuman'.
009C50B3BAEE40E...

Chad Schuman
Highway Maintenance Engineer

Encl.

C: Jeff Webster, Eyota Area Supervisor

**OLMSTED COUNTY
and
CITY OF CHATFIELD
ROUTINE MAINTENANCE
AGREEMENT**

**Routine Maintenance Performed
by the City on:**

**Total Agreement Amount
\$2,958.58**

County State Aid

Highway(s) (CSAH): 10

This Agreement is between Olmsted County, acting through its Public Works Department ("County") and City of Chatfield acting through its City Council ("City").

Recitals

1. Under Minnesota Statutes § 163.02, 160.21, Subd. 1, 160.23 and 162.17 the County and the City wish to enter into an agreement that will provide routine maintenance performed by the City on certain County State Aid and County highway(s) located within the City limits upon such terms and conditions hereafter set forth; and
2. The County will reimburse the City for the maintenance performed; and

Agreement

1. Term of Agreement; Survival of Terms;

1.1 Effective date. This Agreement will be effective on **January 1, 2025**.

1.2 Expiration date. This Agreement will expire on **December 31, 2025**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.

2. Agreement Between the Parties

2.1 Maintenance by the City

A. Location. The City will perform routine maintenance of the following portions of the county highway system within the Corporate City limits:

On CSAH 10 beginning at the intersection of Trunk Highway No. 52 and Union Street in the City of Chatfield; thence East on Union Street to Avenue "C", thence North to Wahlen Valley Road NE. Five-tenths (0.50) mile.

B. Total Mileage. The total county highway mileage for the routine maintenance performed under this Agreement consists of 0.50 two-lane miles.

2.2 Maintenance Responsibilities (Reimbursable) The City will perform the following routine maintenance duties to the satisfaction of the County's Highway Maintenance Engineer. All materials used in the performance of said routine maintenance must comply with the State's current "Standard Specifications for Construction".

- A. Maintain the county highway(s) to keep them smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes restoration of utility openings, and all necessary patching of the roadbed and removal of obstacles.
- B. Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- C. Sand, salt or chemically treat the traveled roadway as necessary to provide for safe public travel.
- D. Maintain the roadway drainage system by addressing erosion issues and keeping storm sewer, culverts and ditches clear from sediment and ice buildup.
- E. Dispose of all snow, litter, debris and any other foreign matter collected upon, along or adjacent to the county highway proper and within the county highway right-of-way limits according to all applicable laws, ordinances, and regulations.
- F. Promptly notify County for defective/damaged roadway markings, traffic control devices and safety devices. The County will place, install and maintain at all times suitable guide signs, warning signs, and route markers for the guidance of traffic on the highway(s).
- G. Furnish all labor, materials, tools, equipment and any other necessary items to perform the routine maintenance duties covered under this agreement.

2.3 Other Maintenance Responsibilities; Agreements (Non-reimbursable) The City is responsible for performing the following routine maintenance duties, without cost or expense to the County:

- A. Keep the pedestrian user areas of the walkways, medians, pedestrian ramps and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- B. Sand, salt or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.
- C. Maintain pedestrian facilities (trails and sidewalks) that are not the responsibility of the adjacent property owners.
- D. Maintain any other facilities located within the county highway right of way that are covered under other agreements. This Agreement does not supersede any other agreements between the parties.

2.4 Traffic Control

- A. The City may partially block the county highway to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the county highway(s) and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the county highway(s) for a longer period of time than is reasonably required for making the necessary repairs.
- B. The City may close the county highway(s) to travel as necessary for the repair or installation of water or gas mains, cable TV, fiber optic cables, electric or telephone cables and storm or sanitary sewers. The City must give the County ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.
- C. The City will not close any portion of the county highway(s) to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the county highway(s), the City must provide a suitable detour during such time.
- D. Public notices shall be made for any scheduled road closures by the City.

E. The City must conduct all county highway partial and total closures in conformance with the current [Minnesota Manual on Uniform Traffic Control Devices \(MNMUTCD\)](#) and [Temporary Traffic Control Zone Layouts - Field Manual](#).

2.5 City's Failure to Adequately Maintain. If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the County may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance, or, if the County performs such routine maintenance, by the actual cost of the maintenance performed by the County in accordance with this Agreement.

2.6 Extraordinary Maintenance. The City is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the County's Highway Maintenance Engineer approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement.

2.7 Inspection of City Performed Maintenance. Authorized representatives of the City and the County will jointly inspect the involved county highways on a regular basis during the life of this Agreement to determine if the routine maintenance is being performed according to the terms of this agreement.

3. Basis of County Cost

The County's payment to the City for routine maintenance will be based on the length of two-lane mile roadway times the dollar value to be paid per two-lane mile per City fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

4. County Cost and Payment by the County

County Cost: The Minnesota Department of Transportation – District 6 had established the cost per two-lane mile for a portion of TH 63 to be \$3,904.00 in 2004. An increase of 2.0% per year was applied for a 2025 rate of \$5917.16 per two-lane mile. The City and County agree to apply the same cost basis to the county highways maintained by the City within the corporate limits.

4.1 Conditions of Payment. The County will make a lump sum payment to the City for routine maintenance performed, on a quarterly basis, on or after March 31, June 30, September 30, and December 31 of each City fiscal year after the following conditions have been met:

- A.** Encumbrance by the County of the necessary funds for the routine maintenance payment amount.
- B.** Execution of this Agreement and transmittal to the City.
- C.** The County's receipt of an invoice from the City for the applicable quarter, signed by the County's authorized representative attesting that all routine maintenance has been performed in full conformity with this Agreement.
 - i.** The invoice must indicate the amount, if any, deducted from the estimated quarterly payment under Article 2.5 and 2.6 of this Agreement.
 - ii.** The City will keep records and accounts that enable it to provide the County, when requested, with documentation itemizing the labor, materials and equipment used to perform the routine maintenance.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1 The County's Authorized Representative will be:

Name/Title: Chad Schuman, Highway Maintenance Engineer (or successor)
Address: 2122 Campus Dr. SE, Suite 200, Rochester, MN 55904
Telephone: 507-328-7188
E-Mail: chad.schuman@olmstedcounty.gov

5.2 The City's Authorized Representative will be:

Name/Title: Ms Michele Peterson, City of Chatfield Clerk
Address: 21 SE Second Street, Chatfield, MN 55923
Telephone: 507-867-1518
E-Mail: mpeterson@ci.chatfield.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

6.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3 Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4 Contract Complete. This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

7.1 Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Olmsted County Attorney's Office) the County against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

7.2 Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7.3 The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. Government Data Practices

The City and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City or the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the County.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Olmsted County, Minnesota.

11. Termination

By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

13. Business Records

Each party shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner engaged in the profession of highway maintenance work. Each party shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Each party shall have the right to audit and review all such documents and records at any time during the other party's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either party and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

CITY OF CHATFIELD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____
Mayor

Attest: _____
Clerk

Date: _____

OLMSTED COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable resolutions or ordinances

By: _____
Chairperson, County Board

Attest: _____
Clerk-Administrator

Date: _____



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: January 13, 2025

Agenda Item: Equipment Replacement - Mixer

Subject | Summary:

Agenda Category: Other

Submitted By: Michele Peterson

Recommended Motion: Provide recommendation to the City Council for the replacement of equipment.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount: \$16,013

Ongoing Cost : No

One-Time Cost : Yes

Included in Current Budget?: Included in Capital Replacement Plan

FISCAL DETAILS:

Fund Name(s) (Operations | Capital): Capital

Account Code: 601-49400-500

Background:

Attachments:

[Mixer Replacement.pdf](#)

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: RYAN PRIEBE, WATER SUPERINTENDENT
SUBJECT: TANK MIXER
DATE: 1/9/25

Action Requested- Approve purchase of in tank water mixer
from KLM for \$16,013

Background- We have a in tank water mixer installed in the water pedestal tower. On Monday (1/6/25) it quit working and is need of replacement. We would like to replace mixer with a Grid Bee mixer so it will match our other 2 mixers. There will also be an added cost to installing mixer from Huntington Electric when they install it.

January 9, 2025

Sent via Email Only

Mr. Ryan Priebe
Water Superintendent
City of Chatfield
21 2nd St. SE
Chatfield, MN 55923

**RE: 300,000-Gallon Single Pedestal "Tower No. 1"
Chatfield, MN**

Dear Ryan,

Thank you for the opportunity to submit this proposal to supply and install a new GridBee GS-9, 120v electric submersible mixer; and to supply a GridBee SCADA control box for the above-referenced water storage tower.

SCOPE OF WORK

- ◆ Supply and install (1) GridBee GS-9, 120v submersible electric mixer.
- ◆ Supply (1) GridBee SCADA control box for an electrician to install.
- ◆ Removal of the non-functioning mixer if it can be retrieved by the cord without entry into the tank.
- ◆ KLM Engineering, Inc. will submit the documentation, on behalf of the Owner, as required by the Minnesota Department of Health, on the mixer installation.

With over 1,500 installations nationwide, an Ixom GS Series submersible mixer is a perfect fit for your tower. The GS Series mixer's proven durability and performance surpasses that of other mixing systems, as seen by its CFD modeling and customer recommendations. In addition, each mixer comes with a five (5) year manufacturer's warranty and NSF certification.

KLM Engineering, Inc. will submit the documentation, on behalf of the City of Chatfield, as required by the Minnesota Department of Health on the mixer installation. At the close of the project, KLM will submit the registration documentation to Ixom. A copy of the registration and mixer installation approval will be sent to the City for their records.

FEES

The fee for the above-referenced scope of work is..... \$16,013.00

NOTE: Sales tax applies to equipment if an exemption certificate is not provided. Fees are subject to change if proposed work exceeds 12 months for the date of this proposal.

OWNER'S RESPONSIBILITIES

The Owner's personnel shall be responsible for:

- ◆ Providing access to the tower for the mixer installation.
- ◆ Completing the electrical installation.
- ◆ Connecting the SCADA control box to the City's Telemetry System.
- ◆ Provide a sales tax exemption form; or pay sales tax on the mixer and SCADA control box.

The City needs to exchange a minimum of twenty (20%) percent of the water in the tower for the mixer to be effective. If the tower exchange rate is less than twenty (20%) percent, additional mixers may be required.

A licensed electrician is required to complete the electrical installation.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between the City of Chatfield and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change if proposed work exceeds ninety (90) days from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If the City of Chatfield finds the proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this page only, you agree to the terms of the entire proposal document submitted.

This Agreement, between Chatfield, MN and KLM Engineering, Inc. is accepted by:

CITY OF CHATFIELD
21 2nd St. SE
Chatfield, MN 55923

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125



Signature

Signature

Name

Dan Popehn
Name

Title

Director of Business Development
Title

Date

January 9, 2025
Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 612-743-3102
Email: dpopehn@klmengineering.com

Attachments: KLM Terms and Conditions
GridBee GS Series Submersible Mixer Brochure
GridBee SCADA Panel Technical Data Sheet

REV 2025.01.06

**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

- 12. LIMITATION OF LIABILITY.** IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
- 13. DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
- 14. TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
- 15. SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
- 16. KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
- 17. ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
- 18. AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
- 19. NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
- 21. AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5**, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.
- 22. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and

thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Brochure



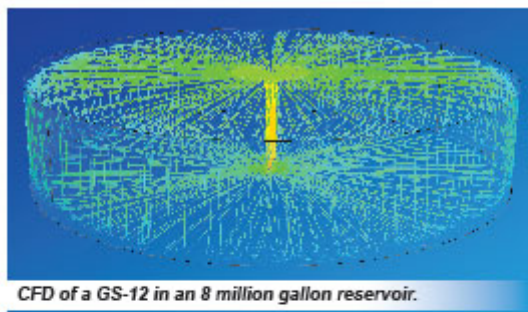
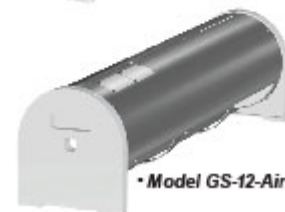
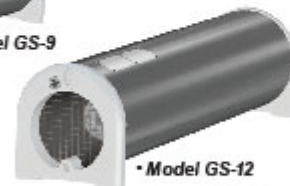
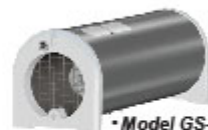
I^{Grid}Bee® GS Series Submersible Mixers

Effective. Efficient. Affordable.

Reliable 24-hour active mixing with the lowest life-cycle cost. The benefits are immediate!

Benefits

- Prevents stagnation, thermal stratification & short-circuiting.
- Provides uniform water age & equal distribution of disinfectant.
- Minimize chemical disinfectant usage & disinfection by-products.
- Increases contact time (baffle factor) in clearwells.
- Reduces nitrification in chloraminated systems.
- Eliminate energy intensive & costly deep-cycling and/or flushing of tanks.
- Reduces ice buildup & tank damage in cold climates.



Performance Guaranteed.

Features

- Engineered for easy deployment.
- No tank entry required.
- Utilizes efficient sheet mixing technology.
- 316SS Construction.
- Certified to NSF/ANSI 61 and NSF/ANSI 372.
- 120VAC 1Ph Standard.
- 240VAC 1PH or 460vAC 3PH available.
(for GS-9 and GS-12 models only)
- 5-Year Warranty.
- Liquid disinfectant boosting port.

NSF / ANSI Standard 61 Certified By

	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

NSF / ANSI Standard 372 Certified By

	NSF	UL	CSA
GS Mixer	X		
GS Motor		X	X

**Effective mixing for
any tank size, any
tank build.**



©2020 Ixom Watercare Inc. | www.medoraco.com | 866 - 437 - 8076 | info@medoraco.com

1006_20200612

KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125 | 651-773-5111 | info@klmenengineering.com | klmenengineering.com



Brochure



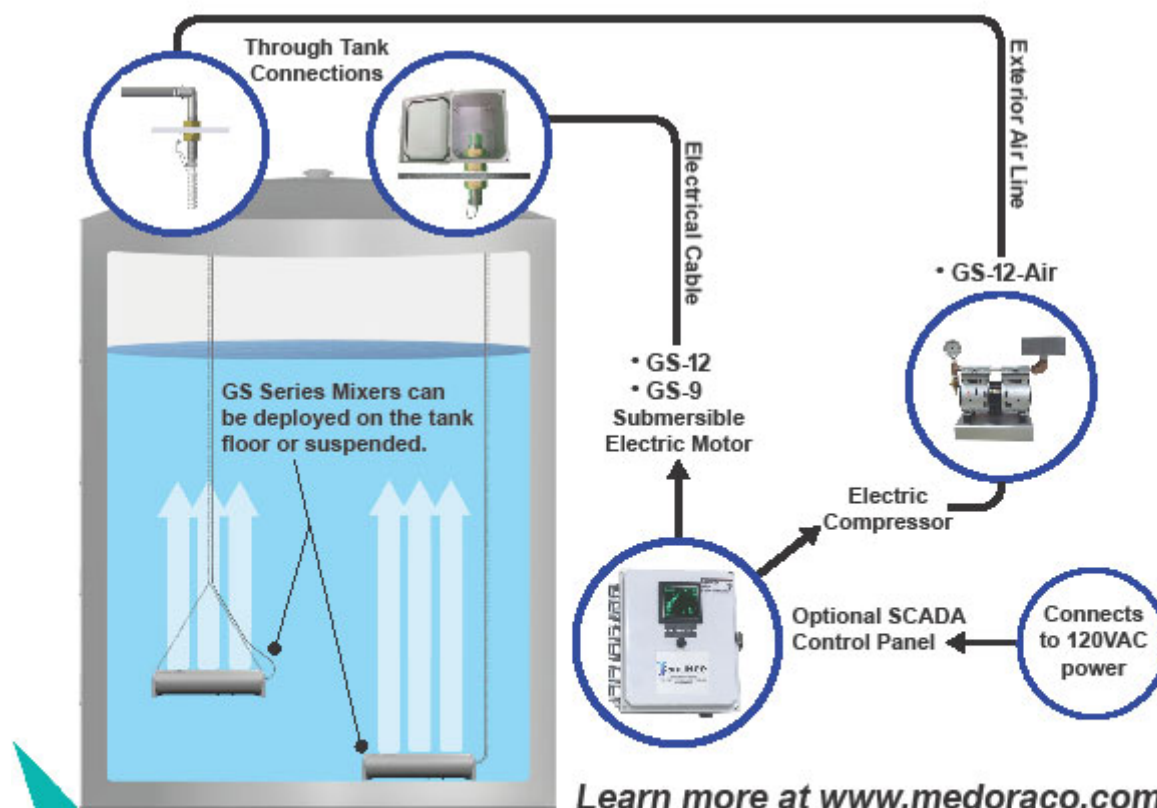
GridBee® GS Series Submersible Mixers

GridBee® GS Series Submersible Tank Mixers are easily deployed through a hatch, vent, or other tank opening twelve (12) inches or larger in diameter. The "GS" thoroughly mixes the entire tank volume from tank floor to water surface resulting in consistent disinfectant residuals, even temperature profiles and uniform water age.

Assembled Machine Dimensions

	Length	Diameter	Weight
GS-9	24 in. (61 cm)	10 in. (25 cm)	65 lbs. (29 kg)
GS-12	36 in. (91 cm)	10 in. (25 cm)	75 lbs. (34 kg)
GS-12-Air	36 in. (91 cm)	10 in. (25 cm)	50 lbs. (23 kg)

Everything you need for a fast & efficient deployment is included!



©2020 Ixom Watercare Inc. | www.medoraco.com | 866 - 437 - 8076 | info@medoraco.com

189A_2320612

KLM Engineering, Inc. | 1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125 | 651-773-5111 | info@klmengineering.com | klmengineering.com

Technical Data Sheet



GridBee SCADA Panel

Part Number: 101846

Description

The GridBee Standard SCADA accessory package offers the ability to monitor a GridBee for proper operation via monitoring motor current through two programmable open collector outputs. Remotely control on or off via a 24VDC relay by a local PLC. The unit is contained within a NEMA 4 enclosure to be mounted near the 120 VAC power source. Additional features include a circuit breaker, Hand Off Auto (HOA) 3-position switch and LCD display. UL508 certified.

Specifications:

Power Source Required

120vAC, 20 Amp Outdoor Rated Receptacle

Enclosure

10" X 8" X 4", molded Integra NEMA 4
Mounting Feet Hole Pattern: 5.75" W X 11.25" H
Back Insert Hole Pattern: 5.75" W X 7.75" H

Open Collector Sinking Outputs

There are two open collector outputs which can be configured to act as alarm or a 4-20 mA signal. The open collectors can sink a maximum of 34 VDC and 500 mA. The default settings include a normally closed out of range output, along with a 4-20 mA output.

4-20 mA

Active 4-20mA, Output Load 250 Ohms
Linear Scaling: Mixer Current = (mA Value - 4) / 0.8
4 mA = 0 Amps Mixer Current
20 mA = 20 Amps Mixer Current
Signal Current:

Normal = 9.6 mA - 14.8 mA

Operating Status:

Normal (GREEN): 7.0 A - 13.5 A

Fault (RED): Outside of Normal Range

*Range is programmable via display meter.

On/Off Control Relay

A relay is available with a 24 VDC coil to offer remote on or off control while the HOA switch is positioned in Auto for conditions requiring the unit to be shut off such as low water level.

Coil Power: 24 VDC nominal (19.2V to 28.4V DC)

Type: Normally open. Can be field adjusted to normally closed if required.

Auto Operating Temperature: -40°C to 55°C

Hand Operating Temperature: -40°C to 75°C



Figure 1: GridBee Standard SCADA Box, Green for in range



Figure 2: GridBee Standard SCADA Box, Red for out of range



Shipping Size/Weight

18 inch X 15 inch X 8 inch, 8 lbs

Warranty

Reference GridBee Product Limited Replacement Warranty.



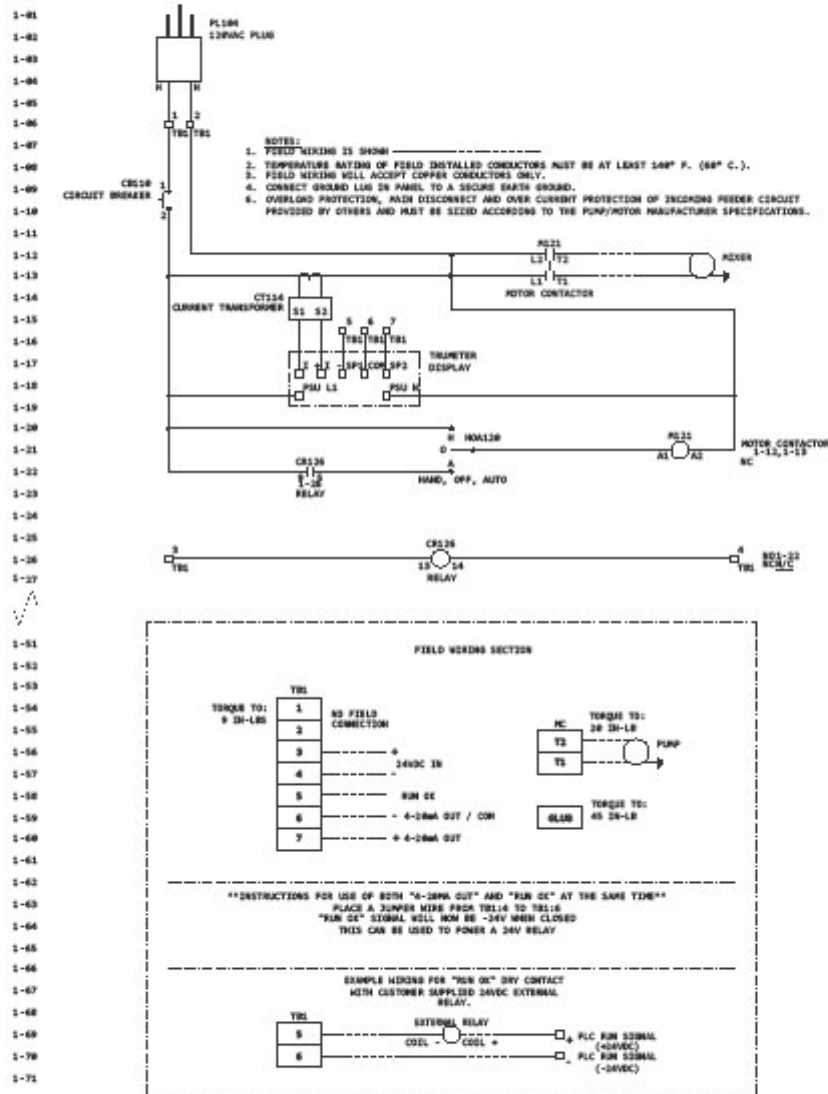
©2022 IXOM Watercare Inc. | www.ixomwatercare.com | 866 - 437 - 8076 | watercare@ixom.com

2132_10448_20220119

Technical Data Sheet



GridBee SCADA Panel Electric Schematic



MEDORA 101846		IFS DESCRIPTION LIT, RH, SCH, MEDORA GS SERIES 120V 101846	
DRAWN BY 31	DATE 9/23/19	PROJECT NUMBER 1064197	SHEET NUMBER 1 OF 1
APPROVED BY ACB	DATE 9/23/19		REV A

©2022 IXOM Watercare Inc. | www.ixomwatercare.com | 866 - 437 - 8076 | watercare@ixom.com

2132_10448_20220119