



# New Richland City Council Regular Meeting Agenda

**March 11<sup>th</sup>, 2024**

## Agenda:

- 6:30 Call to Order**
- Roll Call**
- Pledge of Allegiance**
- Approve Agenda**

## **Consent Agenda Items**

*Items listed on the Consent Agenda are considered routine and non-controversial by the City Council. There will be no separate discussion of these items unless requested by the City Council.*

1. Approve Minutes of February 26<sup>th</sup>, 2024, Regular City Council Meeting

## **Public Comments**

*Notice: We welcome the attendance of residents of the City of New Richland to the City Council meetings. Any resident of the City of New Richland may request permission to speak at a regular scheduled council meeting on any topic that is relevant to the operation of the city. Any resident wishing to address the city council shall either call City Hall and request to be put on the agenda or they can sign-up 10 minutes prior to the start of the meeting. At the discretion of the mayor, the speaker may address the topic either during the public portion of the meeting or at the time the item is being addressed by the council. The mayor will call upon the speaker at the appropriate time. Speaker shall state their name and topic to be addressed. Residents are expected to use proper etiquette, decorum and respect when addressing the council.*

## **Request and Presentations**

## **Public Hearings**

## **Ordinances and Resolutions**

## **Department Reports**

1. Ambulance Report – In Writing
2. Fire Department Report – In Writing
3. Police Department Report – Tanyce Bruegger, Chief of Police
  - a. Body Camera Discussion
    - i. Set Public Hearing Date
      1. April 8<sup>th</sup>, 2024, 6:35pm

## **Unfinished Business**

1. Hydrology Study Update
2. Assistant City Clerk Hiring Update
3. THC Survey Update
4. RV Parking Update
5. Classification and Compensation Update
6. Mayor Transition

**New Business**

1. Administrative Services Contract with Sara Jo Vulcan
2. Reshape & Regrade swale West of N Elm Ave
3. Water Softeners at Cedar Pointe
4. Set Public Hearing for Electric Franchise Agreement Extension
  - a. March 25<sup>th</sup>, 2024, at 6:35 pm
5. WWTP Pump Repair
6. Water Plant Repairs and Consulting

**Miscellaneous****Administrators Report****Mayor/Council Comments****Adjournment**

The next Regular City Council meeting will be held on Monday March 25<sup>th</sup>, at 6:30 pm



# New Richland City Council Regular Meeting Minutes

February 26<sup>th</sup>, 2024

## Members Present

Chad Neitzel  
Loren Skelton  
Jody Wynnemer  
Jason Casey  
Janda Ferguson

## Staff Present

Anthony Martens-City Administrator  
Eric Hendrickson-Maintenance Lead  
Shell Johnson-People Service  
Bob Johannsen-Care Center Administrator

## Others Present

Pam Goehring Larry Goehring  
Mike Abbott Sue Abbott  
Sandy Neumann Mark Besser  
Kim White e-Dylan Arnold  
Missy Czenkus Dustin Lee e-Brenda Routh

## Members Absent

None

The meeting was called to order by Mayor Chad Neitzel at 6:30 p.m.

Roll Call - All members present

## Pledge of Allegiance

## Approval of Agenda

- Council Person Skelton requested #8 Water Superintendent Compensation be added to New Business.
- Motion made by Loren Skelton and seconded by Janda Ferguson to approve the agenda as amended. Carried (4 yes, 0 no)

## Consent Agenda

- Motion made by Loren Skelton and seconded by Jason Casey to approve the consent agenda. Carried (4 yes, 0 no)

## Public Comments

- None

## Requests and Presentations

- Kim White and Mark Besser
  - Asked the council to suspend the minimum housing code to allow White to live in her RV while going through medical treatments. City staff will work with county to see if the mobile home park is an option.

## Public Hearings

- None

## Ordinances and Resolutions (see attached)

1. Motion made by Loren Skelton and seconded by Janda Ferguson to pass resolution 24-04: A Resolution Establishing Banking Authority. Carried (4 yes, 0 no)



# New Richland City Council Regular Meeting Minutes

February 26<sup>th</sup>, 2024

## Reports

1. Care Center Report – Bob Johannsen, Care Center Administrator
  - Care Center report was presented by Bob Johannsen
  - Motion was made by Loren Skelton and seconded by Jason Casey to approve the Care Center Report. Carried (4 yes, 0 no)
2. People Service Report – Shell Johnson
  - People Service report was presented by Shell Johnson
  - Motion made by Jody Wynnemer and seconded by Jason Casey to approve the People Service report. Carried (4 yes, 0 no)
3. Maintenance Report – Eric Hendrickson, Maintenance Lead
  - Maintenance Report was presented by Eric Hendrickson.
  - Motion made by Jody Wynnemer and seconded by Loren Skelton to approve the hiring of J & R Enterprises to exercise water shutoffs at a cost of up to \$3,500. Carried (4 yes, 0 no)
  - Motion made by Loren Skelton and seconded by Janda Ferguson to approve the purchase of new check valves from DSG at a cost of \$4,930.54. Carried (4 yes, 0 no)
  - Motion made by Loren Skelton and seconded by Janda Ferguson to approve Bargen to seal coat at a cost of \$8,785 from the capital funds for 2024. Carried (4 yes, 0 no)
  - Motion made by Janda Ferguson and seconded by Jason Casey to approve the Maintenance Department report. Carried (4 yes, 0 no)

## Unfinished Business

1. Classification and Compensation
  - Classification and compensation discussion was moved to New Business #8

## New Business

1. January 2024 Check Register
  - a. Motion made by Loren Skelton and seconded by Janda Ferguson to approve January 2024 Check Register. Carried (4 yes, 0 no)
2. January 2024 Financials
  - a. Motion made by Loren Skelton and seconded by Janda Ferguson to approve January 2024 financials. Carried (4 yes, 0 no)
3. Swimming Lessons/Lifeguards/Concessions
  - a. Motion made by Jason Casey and seconded by Loren Skelton to approve hiring 4 lifeguards for swimming lessons only. Should the city see an increase in use of the lake and swimming area, the council would revisit hiring additional guards. Carried (4 yes, 0 no)
4. Roof Inspections 2024
  - a. Motion made by Loren Skelton and seconded by Janda Ferguson to not have roofs inspected every other year making 2025 the next inspection year. Carried (4 yes, 0 no)
5. Prairie Senior Cottages Community Engagement
  - a. Missy Czenkus and Dustin Lee from Prairie Senior Cottages presented their community engagement plans to the city council.
6. Police Department Squad Repair



# New Richland City Council Regular Meeting Minutes

February 26<sup>th</sup>, 2024

- a. Motion made by Loren Skelton and seconded by Janda Ferguson to approve squad repairs in the amount of \$1,203.12. Carried (4 yes, 0 no)

## **New Business *continued***

7. Mayor Resignation
  - a. Mayor Neitzel will be moving out of town April 1<sup>st</sup> and will be resigning at that time. Administrator Martens presented options to the council on how to move forward when his resignation takes place.
8. Water Supervisor Pay/Compensation Plan
  - a. Discussion regarding compensation for duties related to sampling and reporting water now that Eric is certified to do those duties. Conflicting information as those duties are part of his job description.
  - b. Motion made by Loren Skelton and seconded by Jason Casey to contract with David Drown and Associates at a rate of \$3,000 to re-evaluate all job descriptions and update with current market data including adjusting Eric's job description to depict more accurately what he does. Carried (4 yes, 0 no)

## **Miscellaneous**

- There will be a going away party for Sara Jo on March 8<sup>th</sup>, 2024, from 3pm-4pm at City Hall

## **Administrators Report**

- Administrator Martens provided a report in writing to the council on tasks completed since last meeting.
- Motion made by Janda Ferguson and seconded by Jody Wynnemer to approve the City Administrators report. Carried (4 yes, 0 no)

## **Mayor/Council Comments**

**Adjournment** – Motion for adjournment made by Loren Skelton and seconded by Janda Ferguson. Carried (4 yes, 0 no) 7:59 p.m.

Submitted by,

Anthony Martens  
City Administrator

# Ambulance Report March 2024

**Runs:** We are currently at 16 runs for the year. Starting the year off slow.

**Crew:** We had Tanner resign as he has had personal issues arise. I would like to have his resignation approved. We continue to work on getting new crew members as we don't have enough to have the schedule filled.

**Pay:** From January meeting you asked for pay examples. Here are what we are at with figuring 200 runs per year. Most agencies are at \$35-50 per call and some are at an Hourly pay of \$20 per hour

**This is at \$2.00 WD, \$3.00 WE and \$20 per call plus director**

**Weekday \$22,656**

**Director \$12,000**

**Weekend \$18,720**

**Total = \$57,366 per year**

**Calls \$2000**

**This is at \$2.50 WD, \$3.50 WE and \$30 per call plus Director**

**Weekday \$28,320**

**Director \$12,000**

**Weekend \$21,840 Director**

**Total= \$68,160**

**Calls \$30**

**This is \$3.00 WD and WE and \$30 Per call**

**WD//WE \$52,704**

**Director \$12,000**

**Calls \$30**

**Total= \$70,704**

**This is \$3.50 WD and WE and \$30 Per call**

**WD//WE \$61,488**

**Director \$12,000**

**Calls \$30**

**Total= \$79,488**

This could be less or more depending on the call volume. Last year we ended the year at 152 calls. Also, we have mutual aid which has cut the cost each month.

**Community:** On April 9<sup>th</sup> from 10:00am-11:00am US Senator Tina Smith will be coming to New Richland to talk to us and other volunteer ambulances about ways they can help and the struggles of a volunteer service. You are all invited. This is a great opportunity for us to have them come to our community.

**Director:** I completed our license renewal and we are good until 2026. Next will be working on getting ready for inspection that can happen at any time. Also, working to get coverage while I am out on vacation. Mark is going to help cover during the day and he will need a partner. He is checking with people from SCEMS to see if any of them can come cover with him.

I am working on getting prices for monitors so we have an idea of what to expect far as pricing. I know that when I send the monitor in this year we will need batteries for the LifePak. I do not believe we have ever replaced them since we got the monitor. I am not sure on cost but will have that when I get it.

We are working on getting another class set up but is on hold while a crew member takes care of family matters, as she had a life changing event happen.

Sara Jo and myself are due for our CPR Instructor recertification and would like approval to get recertified. We are trying to get prices and a time set up and will have that once I get it all. It will either be with Mark or Sheila. They are checking on dates.

Thank you

Sarah Sundve  
New Richland Ambulance Director



# NEW RICHLAND FIRE DEPARTMENT

## MONTHLY COUNCIL REPORT

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MONTH: FEB YEAR: 2024

FIRE CALLS: 1

MEDICAL CALLS: 1

TOTAL CALLS: 2

### TRAINING COMPLETED DURING THE MONTH:

BLOOD BORN ILLNESS /  
EXPOSURES

### ADDITIONAL INFORMATION:

Respectfully Submitted: *Josh Moen*, Fire Chief





# New Richland Police Department

PO Box 57 203 North Broadway New Richland, MN 56072  
Phone: (507) 465-3240 Fax: (507) 463-3198 Email: [nrpd@cityofnewrichlandmn.com](mailto:nrpd@cityofnewrichlandmn.com)

## Monthly Report

March 11<sup>th</sup>, 2024 Council Meeting

### Activity/Calls for Service

The New Richland Police Department responded to **\* 292 \*** calls for service for the month of February.

Total Calls through February 2024: 519

Total Calls through February 2023: 197

Most calls requiring additional follow up have been completed. As always, we remind people to get in touch with us if they have any information regarding any incidents that have occurred in the City of New Richland or surrounding areas.

### Items Completed in February

- N/A

### Information

- N/A

### Training & Education

- Chief Bruegger attended a Women's Leadership Conference in St. Paul

### Personnel

- N/A



# New Richland Police Department

PO Box 57    203 North Broadway    New Richland, MN 56072  
Phone: (507) 465-3240    Fax: (507) 463-3198    Email: [nrpd@cityofnewrichlandmn.com](mailto:nrpdcityofnewrichlandmn.com)

## Purchases

- N/A

## Squad Maintenance

- New tires were put on 260-18 at the beginning of February

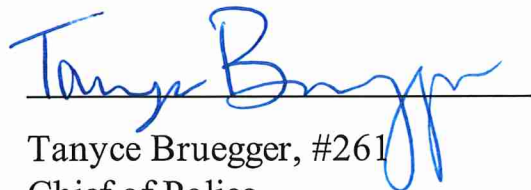
## Equipment

- N/A

## Upcoming Events / Important Items

- Body worn camera system and policies

Respectfully Submitted,

  
Tanyce Bruegger, #261  
Chief of Police

# Memo

**To:** City Council

**From:** Anthony Martens

**cc:**

**Date:** 3/1/24

**Re:** Administrative Assistant Contract Work

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I would like the council to consider contracting with Sara Jo Vulcan outside of normal business hours for administrative assistance while we recruit for her replacement and to help with the training of her replacement.

She has agreed to help train her replacement and assist with items when she is available to if it does not interfere with her new position with the city of Janesville.

I would encourage the council to enter into an agreement with Sara Jo Vulcan at a contracted rate of \$25 / hour at up to 20 hours per week. This rate is significantly cheaper than if we were to contract with someone like ABDO Financial Solutions or a similar organization.

Dobberstein Backhoe L.L.C.

8674 W Hwy 30  
New Richland, MN 56072

## Estimate

| Date     | Estimate # |
|----------|------------|
| 3/4/2024 | 255        |

| Name / Address                                                                           |
|------------------------------------------------------------------------------------------|
| City of New Richland<br>P.O. Box 57<br>New Richland, Mn. 56072<br>ATTN: Eric Hendrickson |

| Description                                                       | Qty | Total                 |
|-------------------------------------------------------------------|-----|-----------------------|
| RESHAPE AND REGRADE swale west of N Elm Ave.<br>T770 track loader | 1.5 | 300.00                |
| Clean outlet of retention ponds<br>E55 Exc                        | 2   | 370.00<br>0.00        |
| ANY CHANGES IN ABOVE PLAN WILL BE BILLED "TIME & MATERIALS        |     | <b>Total</b> \$670.00 |

# Memo

**To:** City Council

**From:** Anthony Martens

**cc:**

**Date:** 3/8/24

**Re:** Xcel Energy Franchise Agreement

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Our Current Xcel Energy Franchise Agreement is set to expire. Staff and Xcel recommend that council extends the agreement. It is up to the council to choose to keep the fees the same or to increase the franchise fees.

ORDINANCE NO. 24-02

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF NEW RICHLAND, MN

THE CITY COUNCIL OF THE CITY OF NEW RICHLAND DOES ORDAIN:

**SECTION 1.** The City of New Richland Municipal Code is hereby amended to include reference to the following Special Ordinance.

**Subd. 1. Purpose.** The New Richland City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide electric services within the City of New Richland.

- (a) Pursuant to City Ordinance 12-01, a Franchise Agreement between the City of New Richland and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

**Subd. 2. Franchise Fee Statement.** A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its electric franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM July, 2024 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

**Subd. 3. Payment.** The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

**Subd. 4. Surcharge.** The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

**Subd. 5. Enforcement.** Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

**Subd. 6. Effective Date of Franchise Fee.** The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to NSPM by certified mail. Collection of the fee shall commence as provided above.

Passed and approved: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Mayor*

Attest:

\_\_\_\_\_  
*City Clerk*

SEAL

## SCHEDULE A

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### **Franchise Fee Rates:**

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

| <u>Class</u>             | <u>Amount per month</u> |
|--------------------------|-------------------------|
| Residential              | \$ 5.00                 |
| Sm C & I – Non-Demand    | \$ 5.00                 |
| Sm C & I – Demand        | \$ 5.00                 |
| Large C & I              | \$ 5.00                 |
| Public Street Lighting   | \$ 0.00                 |
| Muni Pumping –Non-Demand | \$ 0.00                 |
| Muni Pumping – Demand    | \$ 0.00                 |

Franchise fees are submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.



# **ELECTRIC FRANCHISE ORDINANCE**

## **ORDINANCE NO. 24-01.**

### **CITY OF NEW RICHLAND, WASECA COUNTY, MINNESOTA**

**AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF NEW RICHLAND, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.**

**THE CITY COUNCIL OF THE CITY OF NEW RICHLAND, WASECA COUNTY, MINNESOTA, ORDAINS:**

#### **SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of New Richland, County of Waseca, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8<sup>th</sup> Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, PO Box 57, New Richland, MN 56072. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- 1.7 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.8 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

## **SECTION 2. ADOPTION OF FRANCHISE.**

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

## **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1 **Location of Facilities.** Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete

encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee subject to Section 9.1 of this Ordinance.. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication

company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

#### **SECTION 4. RELOCATIONS.**

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

## **SECTION 5. TREE TRIMMING.**

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

## **SECTION 6. INDEMNIFICATION.**

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

## **SECTION 7. VACATION OF PUBLIC WAYS.**

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

## **SECTION 8. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

## SECTION 9. FRANCHISE FEE.

9.1 **Fee Schedule.** During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts.

| <u>Class</u>             | <u>Fee Per Premise Per Month</u> |
|--------------------------|----------------------------------|
| Residential              | \$ 5.00                          |
| Sm C & I – Non-Demand    | \$ 5.00                          |
| Sm C & I – Demand        | \$ 5.00                          |
| Large C & I              | \$ 5.00                          |
| Public Street Lighting   | \$ 0.00                          |
| Muni Pumping –Non-Demand | \$ 0.00                          |
| Muni Pumping – Demand    | \$ 0.00                          |

9.2 **Separate Ordinance.** The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 **Terms Defined.** For the purpose of this Section 9, the following definitions apply:

9.3.1 “Customer Class” shall refer to the classes listed on the Fee Schedule and as defined or determined in Company’s electric tariffs on file with the Commission.

9.3.2 “Fee Schedule” refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

9.4 **Collection of the Fee.** The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise

fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 **Equivalent Fee Requirement.** The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

## **SECTION 10. PROVISIONS OF ORDINANCE.**

10.1 **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

## **SECTION 11. AMENDMENT PROCEDURE.**

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto.

with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

**SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.**

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator

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





Minnesota Pump Works  
1 Cannon St W  
Dundas, MN 55019

Quote  
#QTE005911  
02/27/2024

**Bill To**  
New Richland MN, City of  
PO Box 57  
New Richland MN 56072-0057  
United States  
Phone:

**Ship To**  
New Richland MN, City of  
PO Box 57  
New Richland MN 56072-0057  
United States

#### Details

In Shop Repair of Your Grundfos/YCC Pump. Note: On-Site Installation and Freight are Not Included.

| Prepared By     | Phone        | Email                                                                        |
|-----------------|--------------|------------------------------------------------------------------------------|
| Jennifer Braith | 877-645-8004 | <a href="mailto:info@minnesotapumpworks.com">info@minnesotapumpworks.com</a> |
| Sales Rep       | Expires      | Terms                                                                        |
| Jason Draeger   | 03/08/2024   | Net 30                                                                       |

| Item                             | Comment                                                                                                                         | QTY | Rate     | Amount   |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| <b>23427</b><br>QUOTE ITEM       | LOT OF REPAIR PARTS TO INCLUDE: BEARINGS, SEAL, LIP SEALS, IMPELLER NUT/WASHER, BRASS VALVES, NIPPLES, ELBOWS AND SHOP SUPPLIES | 1   | \$854.00 | \$854.00 |
| <b>22566</b><br>SHOP LABOR - STD |                                                                                                                                 | 6   | \$160.00 | \$960.00 |

**Subtotal** \$1,814.00

**Total** \$1,814.00

*Pricing is valid for 10 days and does not include freight charges or applicable taxes.*

**Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.**

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

Thank you for your business.  
Toll Free: 877-645-8004 | Email: [info@minnesotapumpworks.com](mailto:info@minnesotapumpworks.com) | Website: <http://www.minnesotapumpworks.com>



QTE005911



17959 SD Hwy 15  
Clear Lake, SD 57226-5409

Tel: (605) 956-8142  
[www.flowcontrolautomation.com](http://www.flowcontrolautomation.com)

## Quotation

**Company:** Le Blanc Consulting  
**Contact Name:** Guy Le Blanc  
**Contact Email:** [ctrlguy@hotmail.com](mailto:ctrlguy@hotmail.com)

**Quote #:** Q1700  
**Date:** 2/29/2024

**Sales Rep:** Joel Morgan

**Project RE:** 6" Flow Meter

| Expires   | Terms                   | Lead Time                                                                                                                                  | FOB              | Freight        |
|-----------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------|
| 3/30/2024 | Net 30                  | 3-4 weeks ARO                                                                                                                              | Factory          | Prepay & Add   |
| Quantity  | Item                    | Description                                                                                                                                | Rate             | Extended Total |
| 1         | MLE                     | Water Specialties 6" MLE Model MLE06A1D2, 150 PSI Class D Flanged Tube Propeller Meter, Digital Register, 6 ft. Output Cable, with FlowCom | \$3,473.00       | \$3,473.00     |
| 4         | 6" x 1/8" Flange Gasket | 6" x 1/8" 150# Posi-Seal Flange Gasket                                                                                                     | \$9.64           | \$38.56        |
| 32        | NIVSP                   | 5/8" x 2" Flange Bolts with Nuts; Zinc-coated, 8 Bolts & Nuts per Flange                                                                   | \$2.84           | \$90.88        |
|           |                         |                                                                                                                                            | <b>Subtotal</b>  | \$3,602.44     |
|           |                         |                                                                                                                                            | <b>Tax Total</b> | \$0.00         |
|           |                         |                                                                                                                                            | <b>Total</b>     | \$3,602.44     |

Subject to Flow Control Automation Standard Terms & Conditions  
Quote does NOT include any taxes unless specifically stated  
Credit Card orders subject to a 3.0% processing fee

Please send Purchase Order to: [orders@flowcontrolautomation.com](mailto:orders@flowcontrolautomation.com)

Thank you for giving us the opportunity to provide this quote!



# LE BLANC CONSULTING

Industrial, Water and Wind Control Systems

1100 Amelia Ave  
Albert Lea, MN 56007 (507) 461-0194

## Invoice

| Date     | Invoice # |
|----------|-----------|
| 3/5/2024 | 24011     |

### Bill To

City of New Richland  
P.O. Box 57  
New Richland, MN 56072

P.O. Number

Terms

Per Eric

Due on receipt

| Item                                   | Quantity | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Rate         | Amount            |
|----------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|
| Consulting                             | 3.5      | Consulting: 2/15/24: Watched filter backwash operation. Simulwash (air/water) is set for 4 minutes, that's too low of time for fluffing the sand and anthracite. Water wash is set for 6 minutes too long and causing a vortex in the backwash valve/pipe, meaning that the filter media is compacted. Time to bring in Tonka for help.                                                                                                                                                                                                       | 75.00        | 262.50            |
| Consulting                             | 6.5      | Consulting: 2/23/24: Met Tonka service at water plant. Went thru filter operation. Changed simulwash timer to 15 minutes, watched operation, cells are mudded up from years of not running the filter and backwash correctly. Changed the water wash timer to 4 minutes. Water was clean at 4 minutes. Changed backwash to 1 time a week instead of 3 times a week, again wasting water due to not operating the filter correctly. Tonka recommends shocking the filter a few times to save the media and add more anthracite to all 4 cells. | 75.00        | 487.50            |
| Consulting                             | 2        | Consulting: 2/26/24: Pricing for new 6 inch flow meter, chemical feed spool (29.7/8" w/3 3/4" taps), Pricing for Anthracite (\$21.50 per 50lb bag) from Northern Filter Media in Iowa.                                                                                                                                                                                                                                                                                                                                                        | 75.00        | 150.00            |
| Consulting                             | 2.5      | Consulting: 2/27/24: Met with Thein well at well #2 on progress of new pump, still hoping for 260 GPM. They will be back in march to finish well #1 and tune well #2 for use.                                                                                                                                                                                                                                                                                                                                                                 | 75.00        | 187.50            |
| Consulting                             | 6        | Consulting: 3/4/24: Met Eric at water plant for shocking of filter. Let shock set for 4 hours while air scrubbing for 20 minutes per cell, then did a complete backwash. Pattern in cells are improving. Need to shock again. Had Eric check chlorine level in system after shock treatment, readout was good.                                                                                                                                                                                                                                | 75.00        | 450.00            |
|                                        |          | Sales Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.00%        | 0.00              |
| It's been a pleasure working with you! |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Total</b> | <b>\$1,537.50</b> |



Minnesota Pump Works  
1 Cannon St W  
Dundas, MN 55019

Quote  
#QTE005939  
03/01/2024

**Bill To**  
New Richland MN, City of  
PO Box 57  
New Richland MN 56072-0057  
United States  
Phone:

**Ship To**  
New Richland MN, City of  
PO Box 57  
New Richland MN 56072-0057  
United States

#### Details

Quote for the Sale of a Pipe with Chemical Injection Ports for your Water Treatment Plant. Note: Freight is NOT included.

| Prepared By   | Phone        | Email                                                                        |
|---------------|--------------|------------------------------------------------------------------------------|
| Dillon Braith | 877-645-8004 | <a href="mailto:info@minnesotapumpworks.com">info@minnesotapumpworks.com</a> |
| Sales Rep     | Expires      | Terms                                                                        |
| Jason Draeger | 03/29/2024   | Net 30                                                                       |

| Item                | Comment                                                                                                                                                                                                                | QTY | Rate       | Amount     |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| 23427<br>QUOTE ITEM | Lot of Equipment; to include: 1 - 6" Ductile Pipe, 29-7/8" Long with 3/4" NPT Holes drilled and tapped for Chemical Injection at 8, 16, and 24"; Also included are all Gaskets and Fasteners required for installation | 1   | \$1,385.00 | \$1,385.00 |

**Subtotal** \$1,385.00

**Total** \$1,385.00

*Pricing is valid for 10 days and does not include freight charges or applicable taxes.*

**Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.**

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

Thank you for your business.  
Toll Free: 877-645-8004 | Email: [info@minnesotapumpworks.com](mailto:info@minnesotapumpworks.com) | Website: <http://www.minnesotapumpworks.com>



QTE005939



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PO Box 57, 203 N Broadway, New Richland, MN 56072

TEL: (507)465-3514 FAX: (507)465-3375

Web: [www.cityofnewrichlandmn.com](http://www.cityofnewrichlandmn.com)

## **City Administrator's Report**

***March 11<sup>th</sup>, 2024, City Council Meeting***

Continue working with ABDO Auditors on the 2023 audit. In house 3/ 4 – 3/8

Continue working with new utility payment vendor

Worked with Eric and ISE on Scoreboard Installation. Looks beautiful!

Worked with Eric and LeBlanc Consulting on Water plant issues

Met with Classification and Compensation consultants

Received and scored Assistant City Clerk applications

Worked with MNVCOG to cover shifts during vacation at the end of the month

Ran successful Primary Election without an issues

## **EMPLOYEE RECOGNITION**

### **EMPLOYEE BIRTHDAYS**

3/13 - Jennifer Lacey – AMB

3/13 - Kyera Eustice – St. Olaf

### **EMPLOYEE ANNIVERSARIES**