



New Richland City Council Regular Meeting Agenda July 8th, 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 from the 5/28/24 Regular 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

1. 6:35 ABDO 2023 Audit Presentation – Layne Kockelman

Public Hearings

Ordinances and Resolutions

Department Reports

1. Ambulance Department
2. Fire Department
3. Police Department

Unfinished Business

1. Report on Swimming Lessons
2. Utility Rate Study Information

New Business

1. Approve Sewer Televising
 - a. Year 1 of 5 Year Maintenance Agreement
 - i. \$13,809.45 – Empire Pipe Service
2. Approve Training for Heather
 - a. LMC Clerks Academy Sept. 5-6 in St. Paul
 - b. \$250 + \$348.31 hotel = \$598.31
3. Garbage Collection – Single Hauler
 - a. Initial Documentation Draft

Miscellaneous

Administrators Report

Mayor/Council Comments

Adjournment

The next Regular City Council meeting will be held on Monday July 22nd, 2024.



New Richland City Council Regular Meeting Minutes

June 24th, 2024

Members Present

Loren Skelton
Ryan Gehrke
Jason Casey
Janda Ferguson
Jody Wynnemer

Staff Present

Shell Johnson-People Service
Bob Johannsen- Care Center Administrator
Eric Hendrickson-Maintenance &
Utility Supervisor
Sarah Sundve-Ambulance Director
Sara Jo Vulcan-Asst. Ambulance Director

Others Present

Mike Abbott Sue Abbott
Pam Goehring Larry Goehring
Brian Vairma

Members Absent

The meeting was called to order by Mayor Loren Skelton at 6:30 p.m.

Roll Call - All members present

Pledge of Allegiance

Approval of Agenda

- Administrator Martens asked that the Audit presentation by ABDO be removed from the agenda as they had a conflict and were unable to attend.
- Administrator Martens asked that Item #3 Resolution 24-14: A Resolution Extending a Local Emergency Declaration be added to Ordinances and Resolutions and #6 2023 Final Audit be added to New Business.
- Motion made by Janda Ferguson and seconded by Ryan Gehrke to approve the agenda as amended. Carried (4 yes, 0 no)

Consent Agenda

1. Motion made by Jody Wynnemer and seconded by Janda Ferguson to approve the consent agenda Carried (4 yes, 0 no)

Public Comments

2. Larry Goehring thanked the Maintenance and WWTP for their hard work during the flooding.

Requests and Presentations

- None

Public Hearings

1. Mayor Skelton opened the public hearing on Ordinance 205.01: Office of the City Administrator; Annual Audit at 6:33 pm. No one in attendance wished to speak at this time.
2. Mayor Skelton closed the public hearing on Ordinance 205.01 at 7:30pm. No one in attendance wishes to be heard.

Ordinances and Resolutions (see attached)

1. Motion made by Janda Ferguson and seconded by Ryan Gehrke to adopt Resolution 24-13: A Resolution Updating the City Fee Schedule. Carried (3 yes, 1 no - Wynnemer)
2. Motion made by Jody Wynnemer and seconded by Janda Ferguson to adopt ordinance 205.01. Carried (4 yes, 0 no)
3. Motion made by Janda Ferguson and seconded by Jason Casey to adopt resolution 24-14: A Resolution Extending a Mayor Declared Local Emergency. Carried (4 yes, 0 no)



New Richland City Council Regular Meeting Minutes

June 24th, 2024

Reports

1. Care Center Report – Bob Johannsen, Care Center Administrator
 - Care Center report was presented by Bob Johannsen
 - Motion was made by Janda Ferguson and seconded by Jason Casey to approve the Care Center Report. Carried (4 yes, 0 no)
 - Administrator Martens read a letter from Brian Vairma, President of the Care Center Advisory Board. The Care Center Advisory Board has completed a performance review of the Care Center Administrator and are making a recommendation to the City Council that he receive a 6% increase as he has not received any increase since he was hired over 2 years ago while other employees have seen 2 3 % wage increases and other bonuses.
 - Motion made by Jody Wynnemer and seconded by Ryan Gehrke to approve a performance increase to Bob Johannsen to Step 7 at \$54.47 which is approximately a 5.9% increase. Carried (4 yes, 0 no)
2. People Service Report – Shell Johnson
 - People Service report was presented by Shell Johnson
 - Motion made by Janda Ferguson and seconded by Jody Wynnemer to approve the People Service report. Carried (4 yes, 0 no)
3. Maintenance Report – Eric Hendrickson, Maintenance & Utility Supervisor
 - Maintenance & Utility Report was presented by Eric Hendrickson
 - Motion made by Janda Ferguson and seconded by Jody Wynnemer to approve the removal of 2 trees and stumps at a cost of \$800. 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

- None

New Business

1. May 2024 Check Register
 - a. Motion made by Jason Casey and seconded by Ryan Gehrke to approve May 2024 Check Register. Carried (4 yes, 0 no)
2. May 2024 Financials
 - a. Motion made by Jody Wynnemer and seconded by Ryan Gerke to approve May 2024 Financials. Carried (4 yes, 0 no)
3. Purchas Lucas Device for Ambulance
 - a. Motion made by Jason Casey and seconded by Janda Ferguson to approve the purchase of a new Lucas device at a cost of \$19,215.75. Carried (4 yes, 0 no)
4. Ambulance Pay Discussion
 - a. Council discussed an increase to ambulance wages.
 - b. Motion made by Jody Wynnemer and seconded by Jason Casey to approve increasing the Ambulance on-call wages during the week to \$3/hour, on-call wages during the weekend to \$4/hour, and per call stipend to \$35 effective August 1st, 2024. Carried (4 yes, 0 no)
 - c. Motion made by Jason Casey and Ryan Gehrke to approve a 3% performance increase to Director Sarah Sundve's wages effective immediately. Carried (4 yes, 0 no)



New Richland City Council Regular Meeting Minutes

June 24th, 2024

New Business continued...

5. Broadway Lighting

- a. Motion made by Jason Casey and seconded by Ryan Gehrke to approve \$5,000 to repair the Broadway LED lighting in time for F & C Days. Carried (4 yes, 0 no)

6. 2023 Final Audit

- a. Motion made by Jason Casey and seconded by Ryan Gehrke to approve the 2023 Final Audit. Carried (4 yes, 0 no)

Miscellaneous

- None

Administrators Report

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

Mayor/Council Comments

- Council Member Casey asked if staff would be willing to address election questions from the public. Administrator Martens suggested that we reach out to Tammy Spooner at the county and see if she would be willing to setup something.

Adjournment – Motion for adjournment made by Jody Wynnemer and seconded by Janda Ferguson. Carried (4 yes, 0 no) 7:32 p.m.

Submitted by,

Anthony Martens
City Administrator



Lighting the path forward

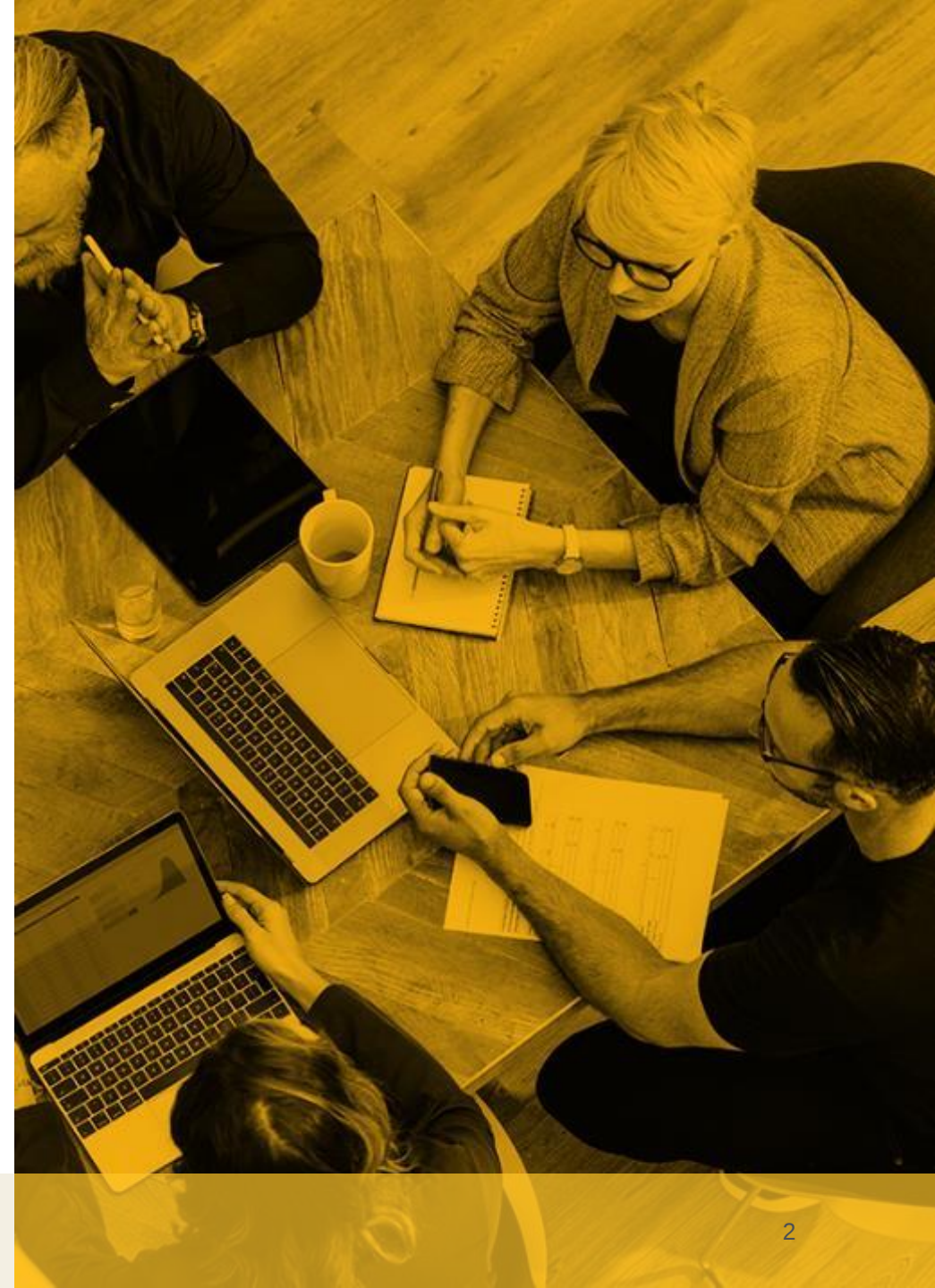
City of New Richland

2023 Financial Statement Audit



Introduction

- Audit Opinion and Responsibility
- General Fund Results
- Other Governmental Funds
- Enterprise Funds
- Key Performance Indicators



Audit Results

Auditor's Opinion



Qualified opinion under
GAAP

Minnesota Legal Compliance



No instances of
noncompliance

Audit Results

2023 Audit Findings

- Limited Segregation of Duties
 - Internal Control Finding
- Preparation of Financial Statements
 - Internal Control Finding
- Material Audit/Accounting Adjustments
 - Internal Control Finding
- Sales Tax Remittances
 - Internal Control Finding
- Timely Bank Reconciliation
 - Internal Control Finding



Results from Prior Year 2022 Audit Findings

- Limited Segregation of Duties
 - Internal Control Finding
- Preparation of Financial Statements
 - Internal Control Finding
- Material Audit/Accounting Adjustments
 - Internal Control Finding
- Sales Tax Remittances
 - Internal Control Finding
- Compensated Absences Accruals
 - Internal Control Finding – Corrected for 2023
- Timely Bank Reconciliations
 - Internal Control Finding
- Fire Relief Association Aid Remittance
 - Legal Compliance Finding – Corrected for 2023



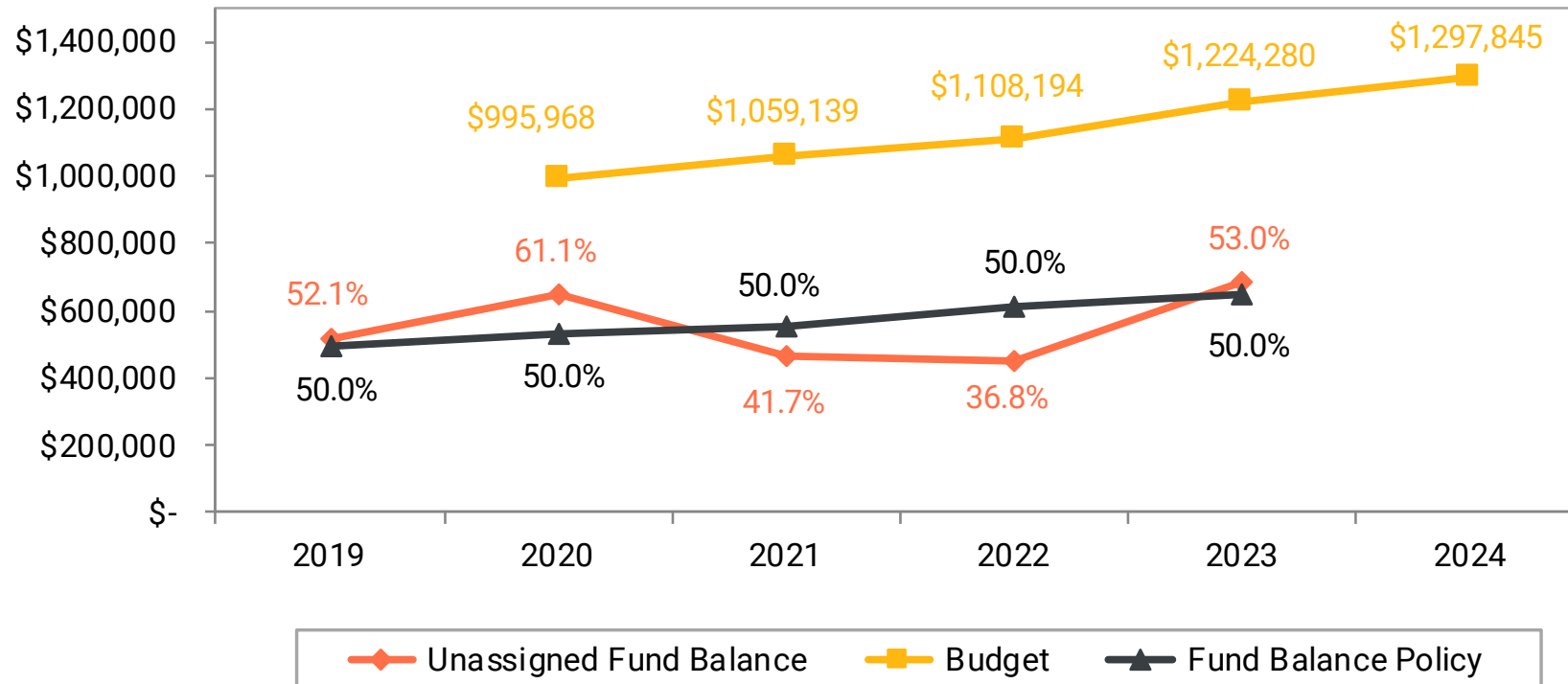


Auditor Recommendations

Internal Control Documentation

- Develop written policies and procedures
- Document employee responsibilities
- Document processes
- Improve internal control and helps with staff turnover

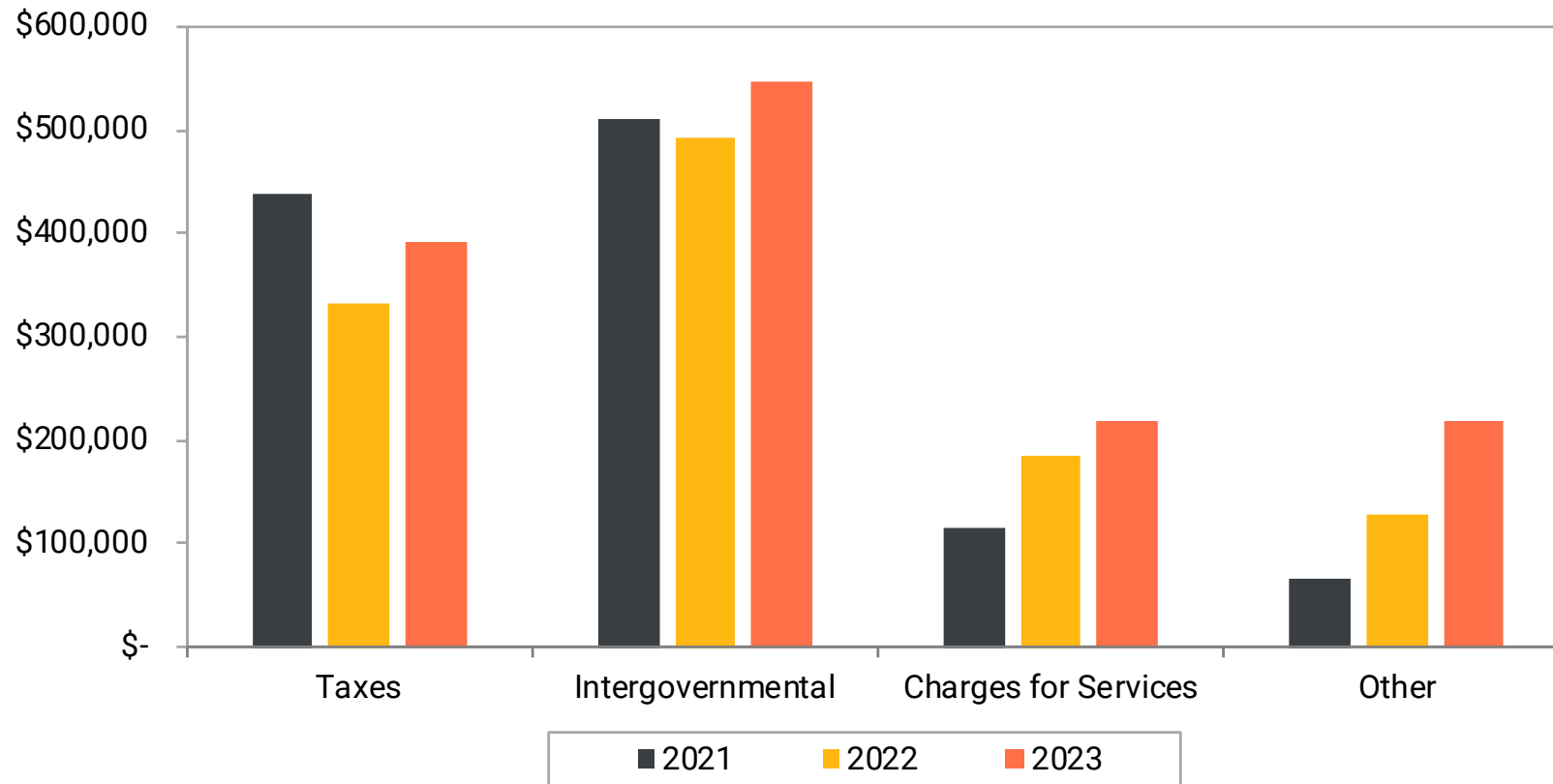
General Fund Balances



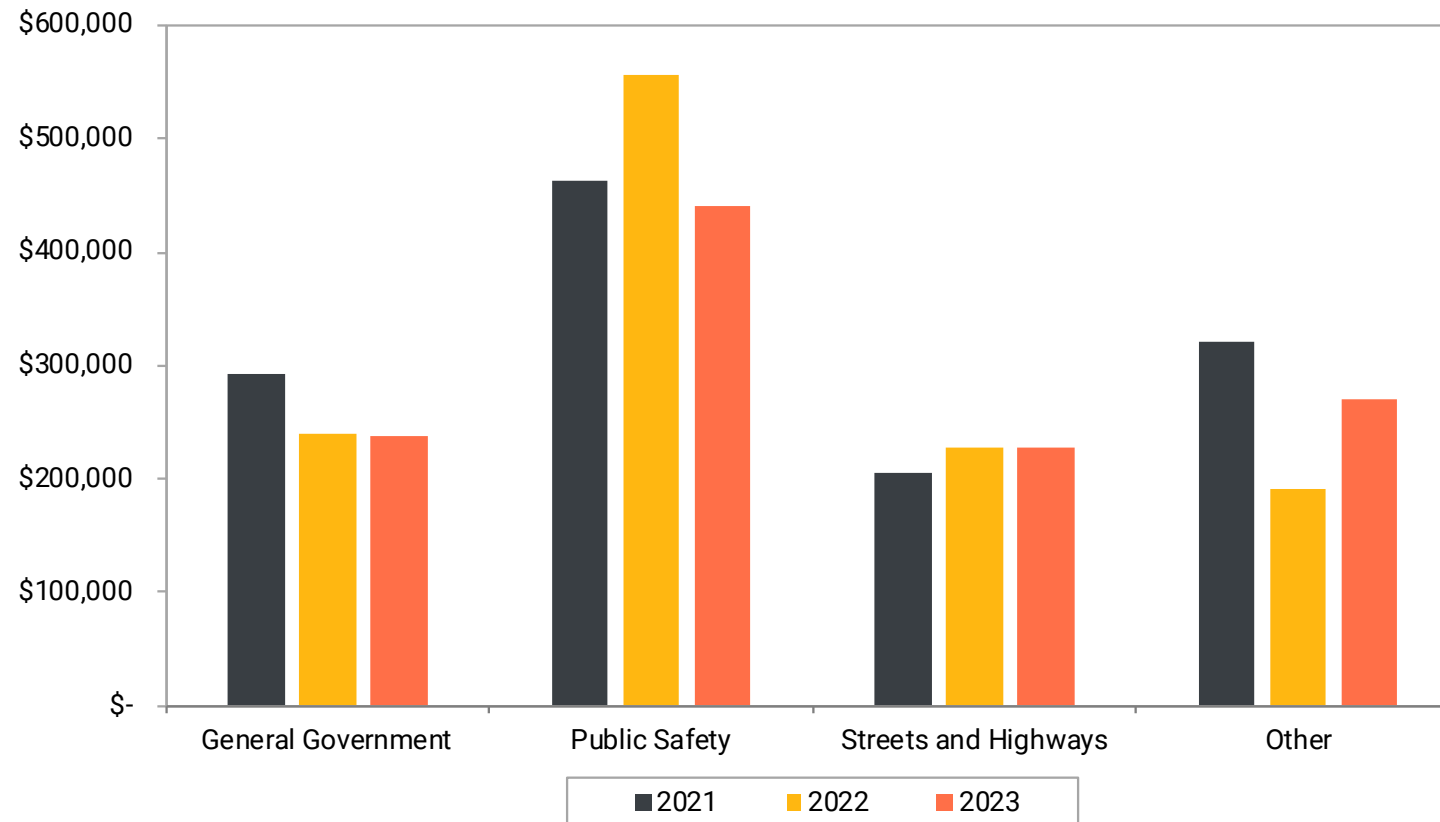
General Fund Budget to Actual

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenues	\$ 1,224,280	\$ 1,224,280	\$ 1,366,692	\$ 142,412
Expenditures	1,224,280	1,224,280	1,164,338	59,942
Excess of Revenues Over Expenditures	-	-	202,354	202,354
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	-	-	10,048	10,048
Transfers out	-	-	(11,272)	(11,272)
Total Other Financing Sources (Uses)	-	-	(1,224)	(1,224)
Net Change in Fund Balances	<u>\$ -</u>	<u>\$ -</u>	201,130	<u>\$ 201,130</u>
Fund Balances, January 1			<u>861,619</u>	
Fund Balances, December 31			<u>\$ 1,062,749</u>	

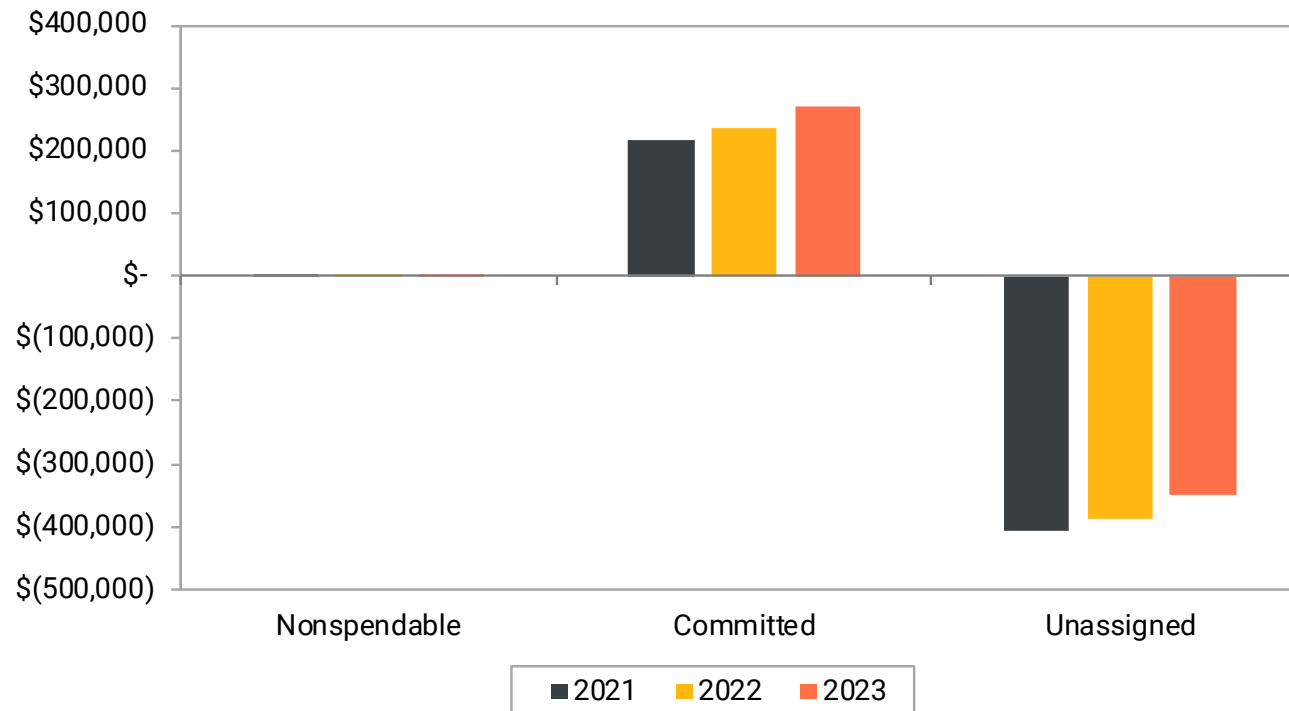
General Fund Revenues by Type



General Fund Expenditures by Type

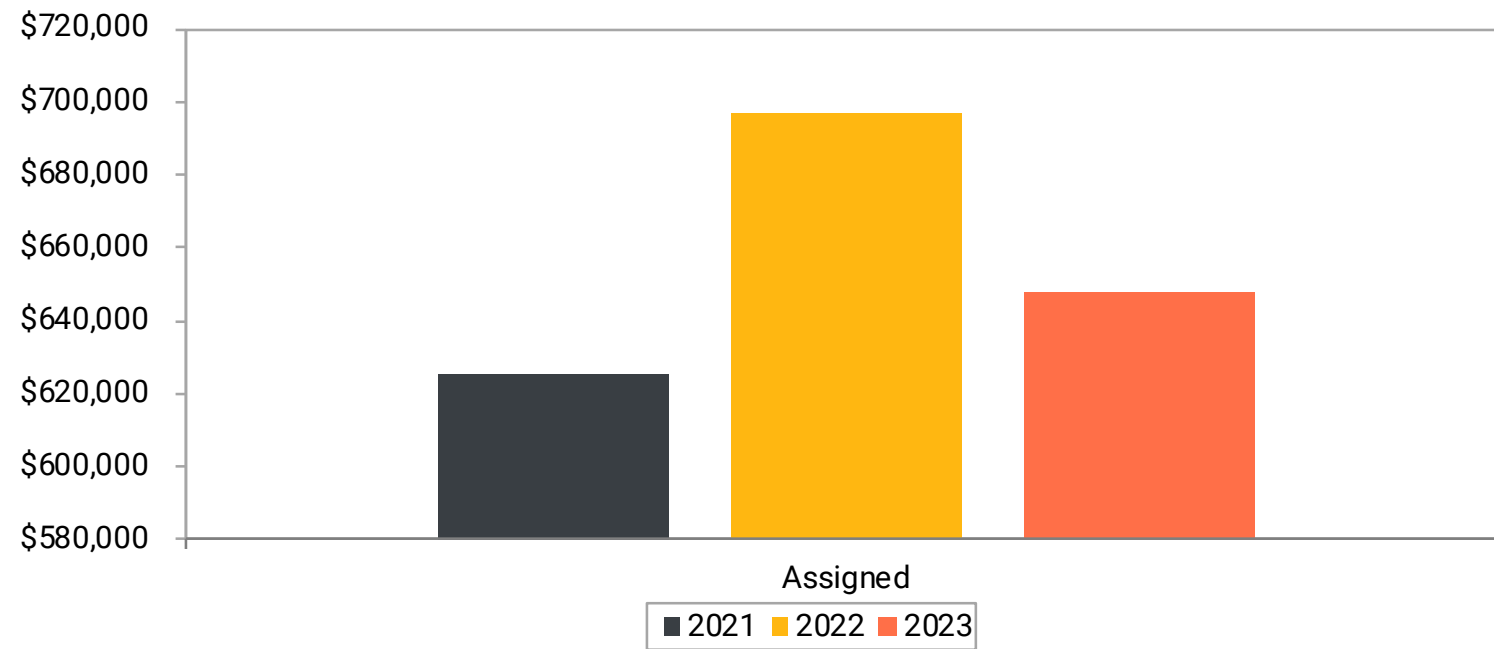


Fund	Fund Balances December 31		Increase (Decrease)
	2023	2022	
Major			
TIF District 1-1 Homestake Subdivision	\$ (350,481)	\$ (388,625)	\$ 38,144
Nonmajor			
Rural Fire	273,103	237,230	35,873
ARPA Funds	-	-	-
Total	<u>\$ (77,378)</u>	<u>\$ (151,395)</u>	<u>\$ 74,017</u>



Special Revenue Fund Balances

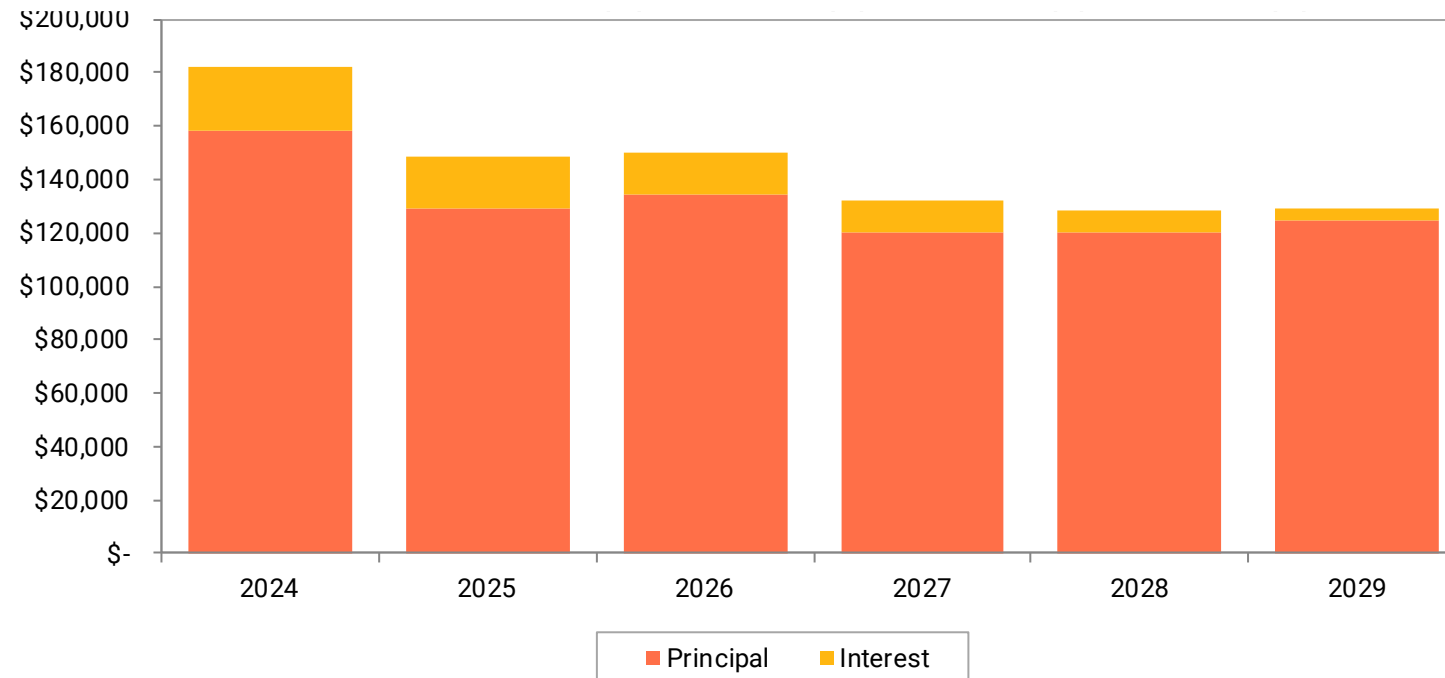
Fund	Fund Balances December 31		Increase (Decrease)
	2023	2022	
Major			
Capital Improvement	\$ 652,008	\$ 700,802	\$ (48,794)
Nonmajor			
Oddfellows Building	780	780	-
Total	<u>\$ 652,788</u>	<u>\$ 701,582</u>	<u>\$ (48,794)</u>



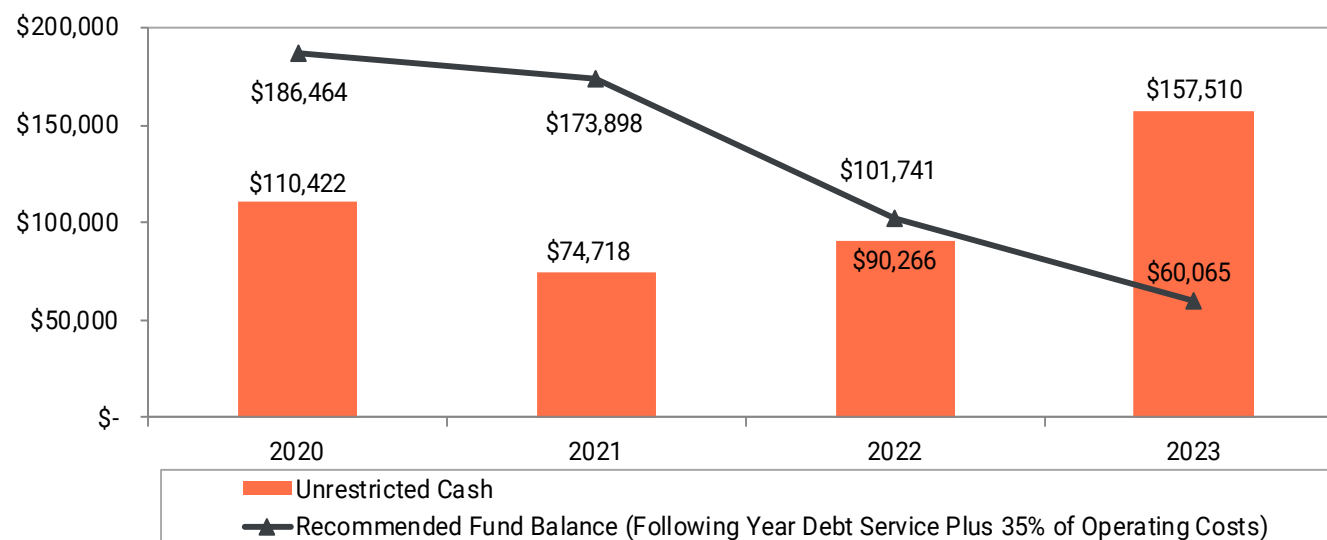
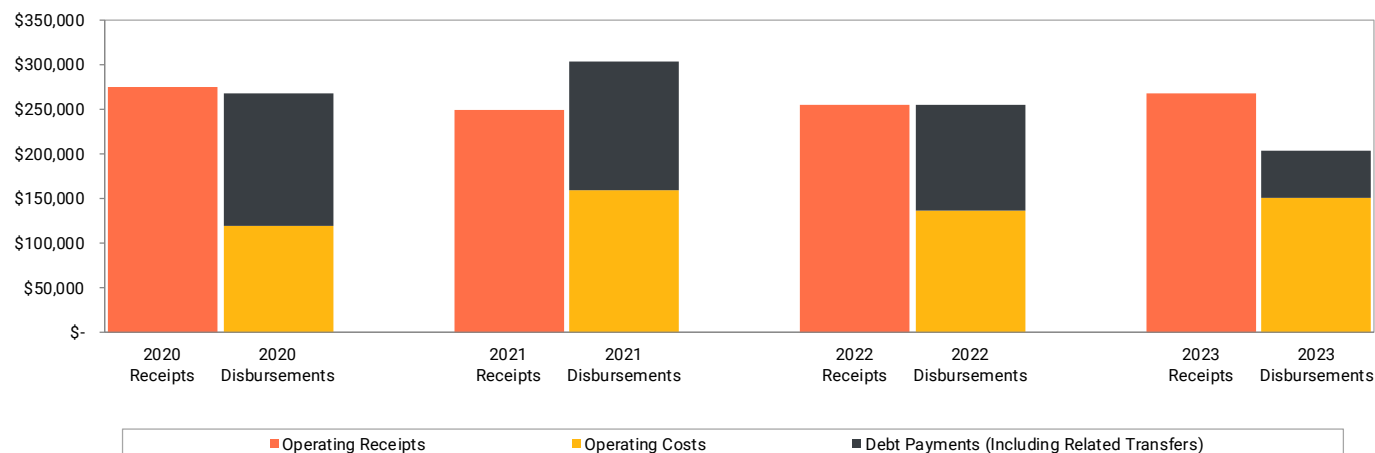
Capital Project Fund Balances

Debt Service

Debt Description	Total Cash and Temporary Investments	Total Assets	Outstanding Debt	Maturity Date
G.O. Special Assessment Bonds				
2009 G.O. Refunding/2010 G.O. Improvement	\$ 80,000	\$ 90,035	\$ 41,000	02/01/26
2007 G.O. Improvement/2012 G.O. Refunding	86,642	87,937	30,000	02/01/24
2014A G.O. Improvement	77,690	160,121	715,000	12/01/29
Total All Debt Service Funds	<u>\$ 244,332</u>	<u>\$ 338,093</u>	<u>\$ 786,000</u>	
Future Interest on Debt			<u>\$ 83,800</u>	



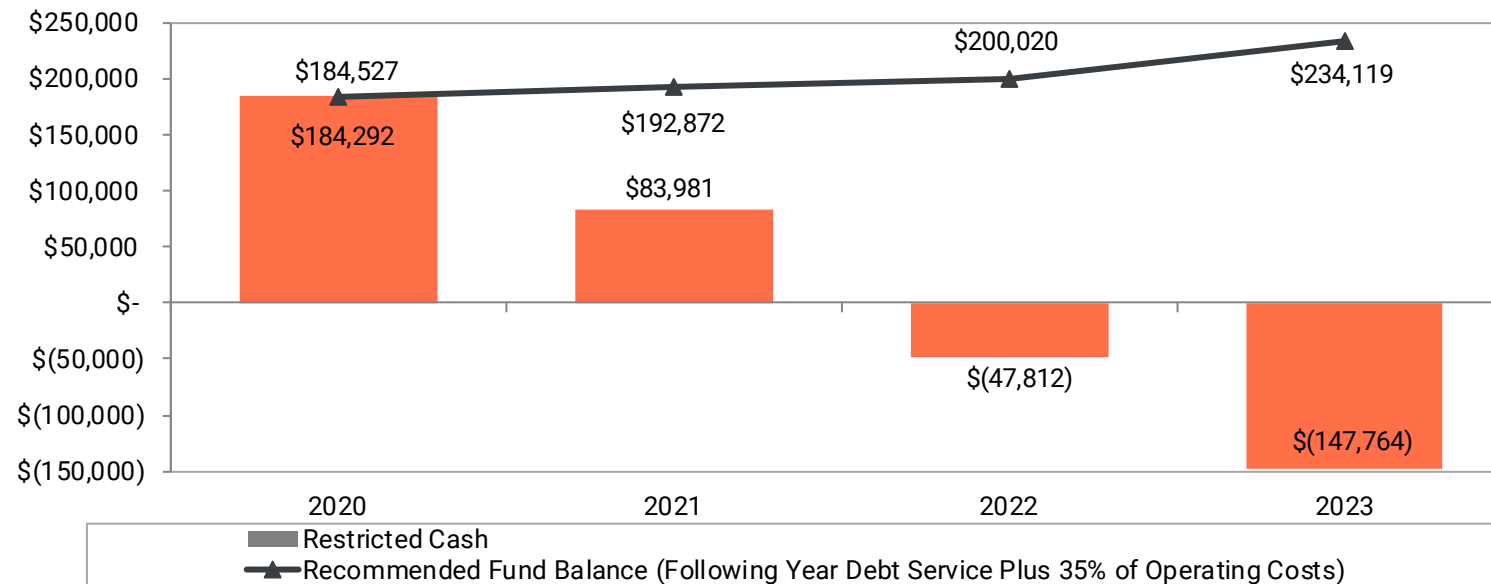
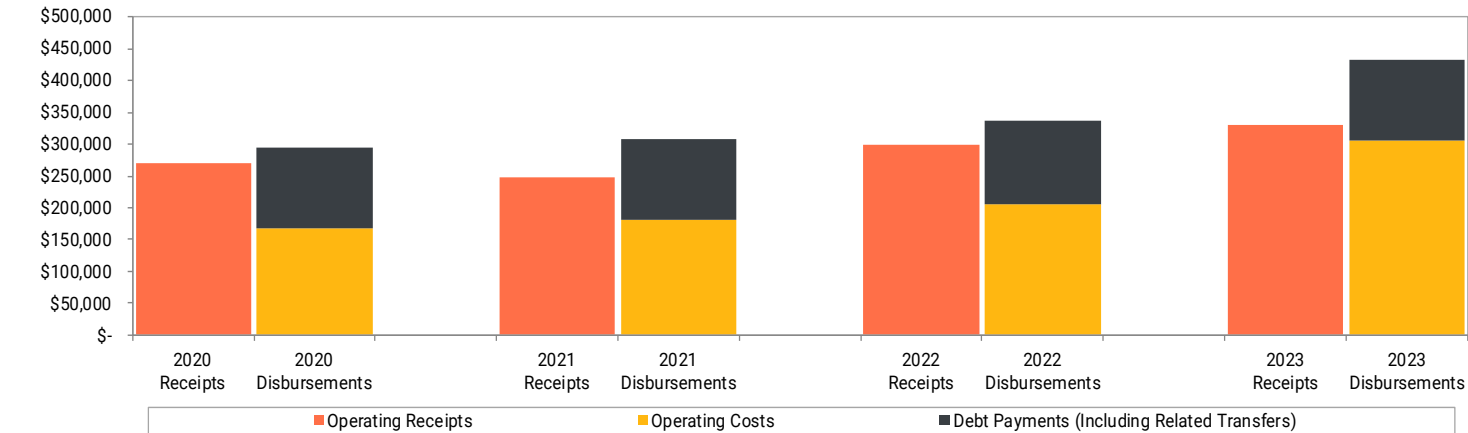
Water Fund



Cash Flows from Operations and Cash Balances

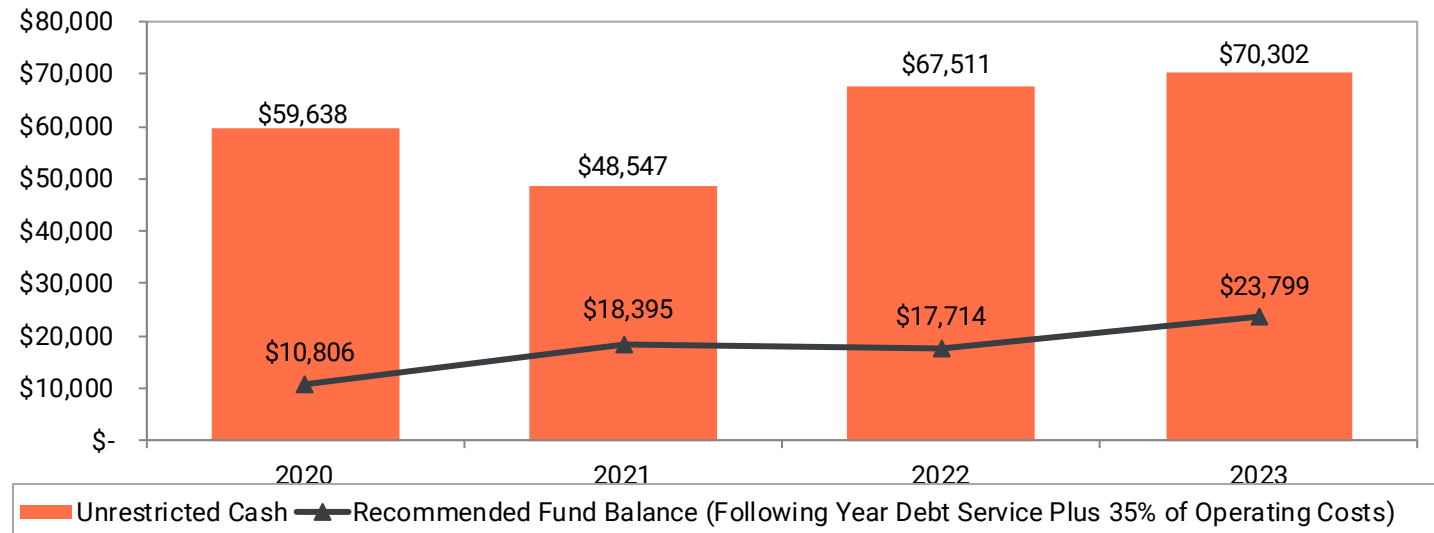
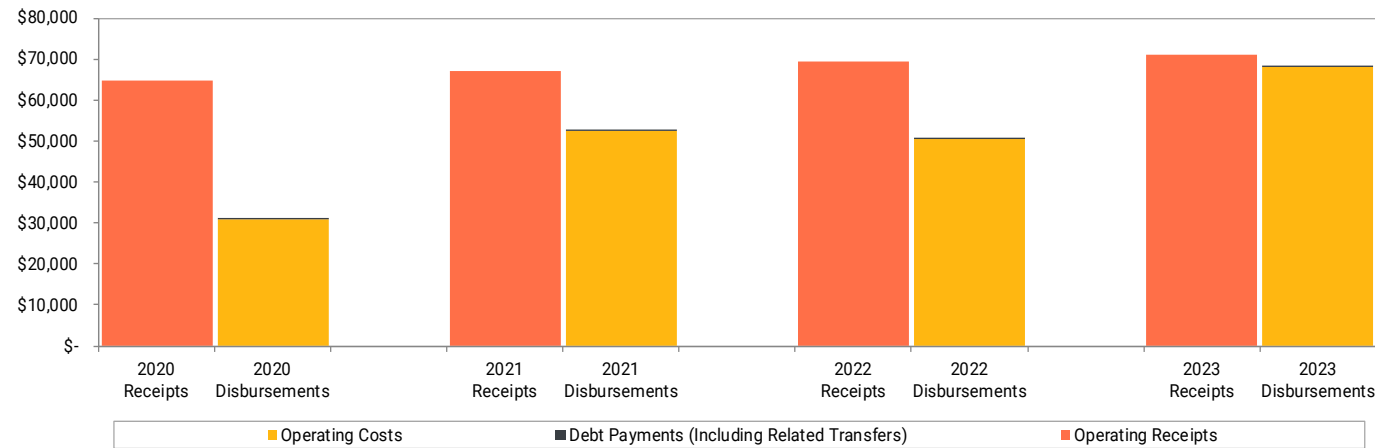
Sewer Fund

Cash Flows from Operations and Cash Balances



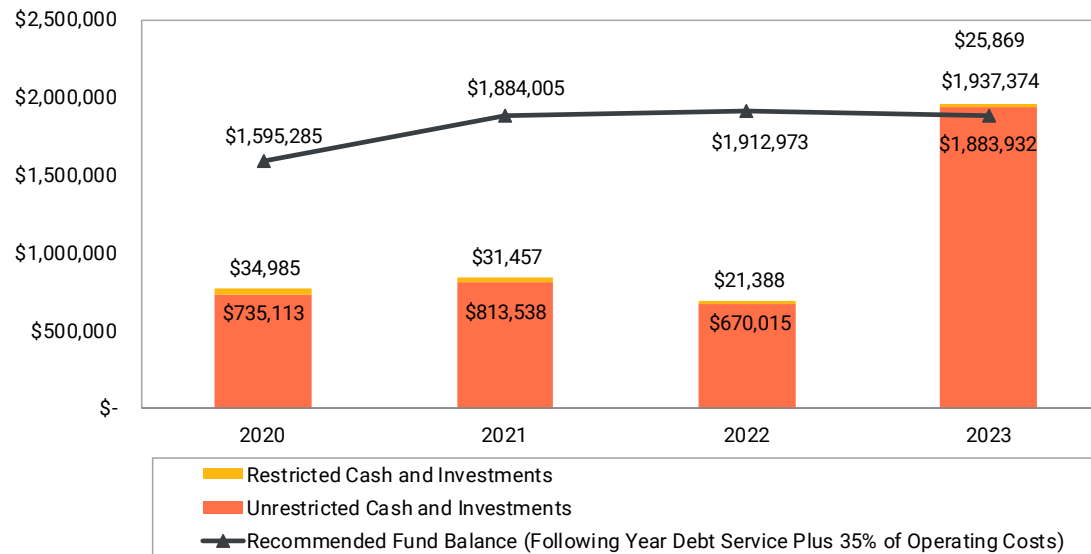
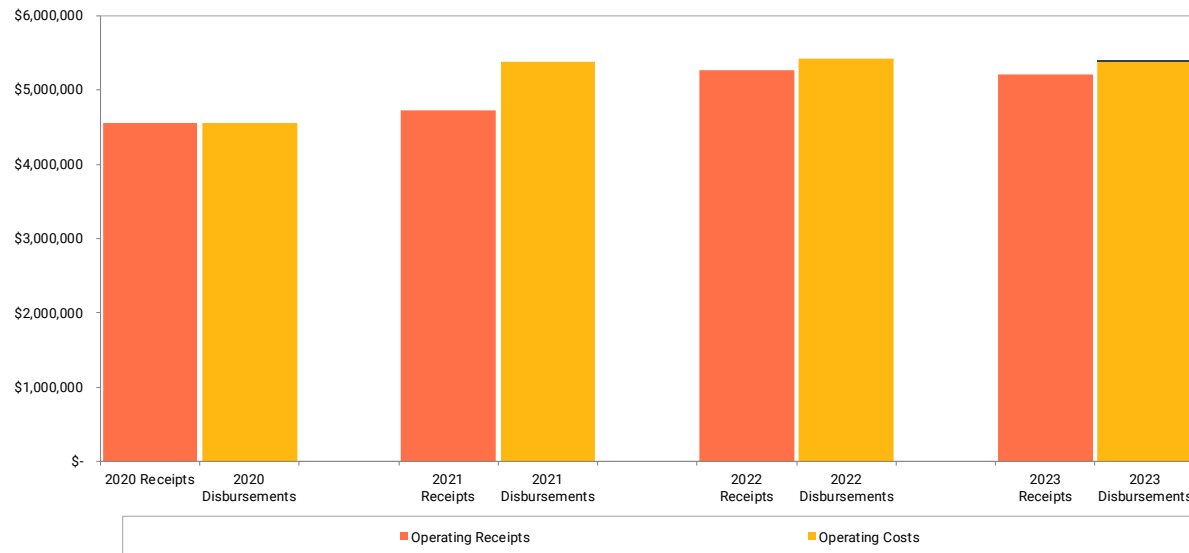
Cedar Pointe Fund

Cash Flows from Operations and Cash Balances

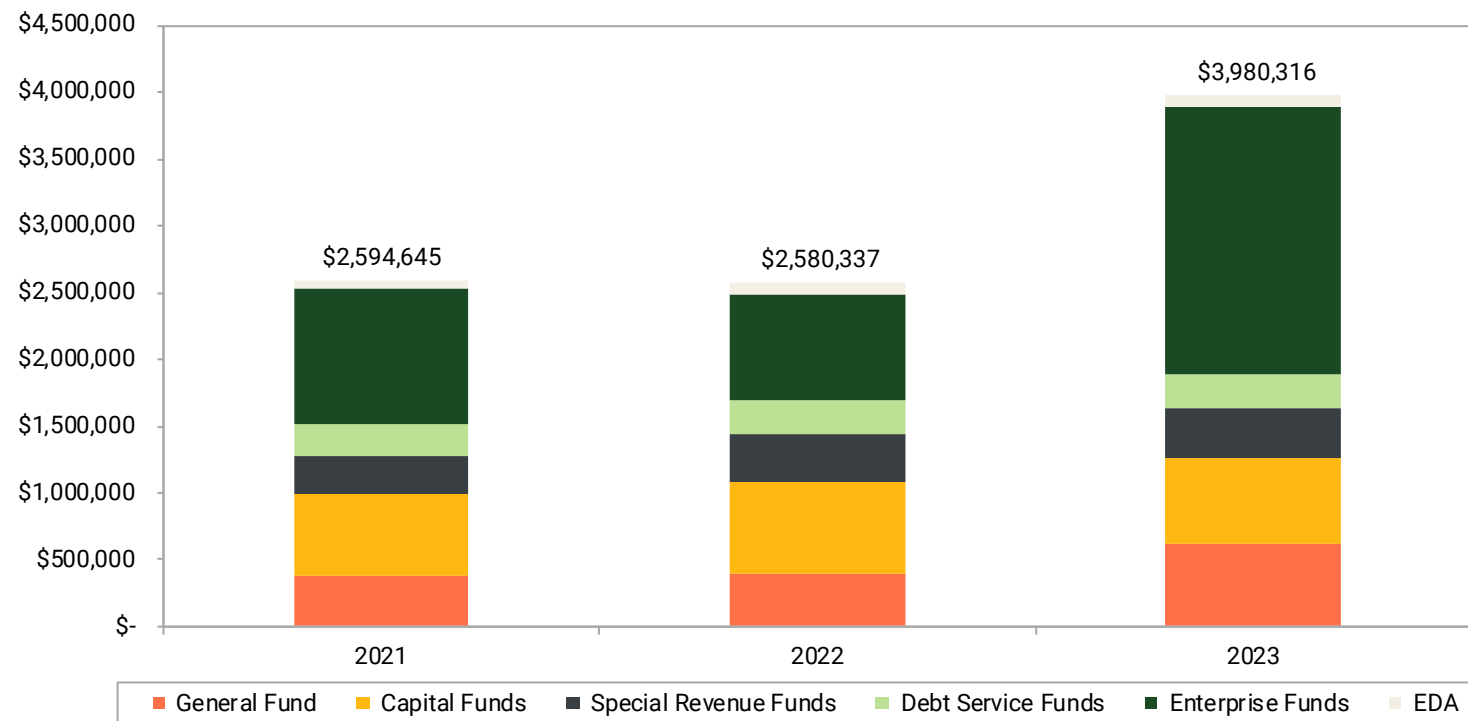


Nursing Home Fund

Cash Flows from Operations and Cash Balances



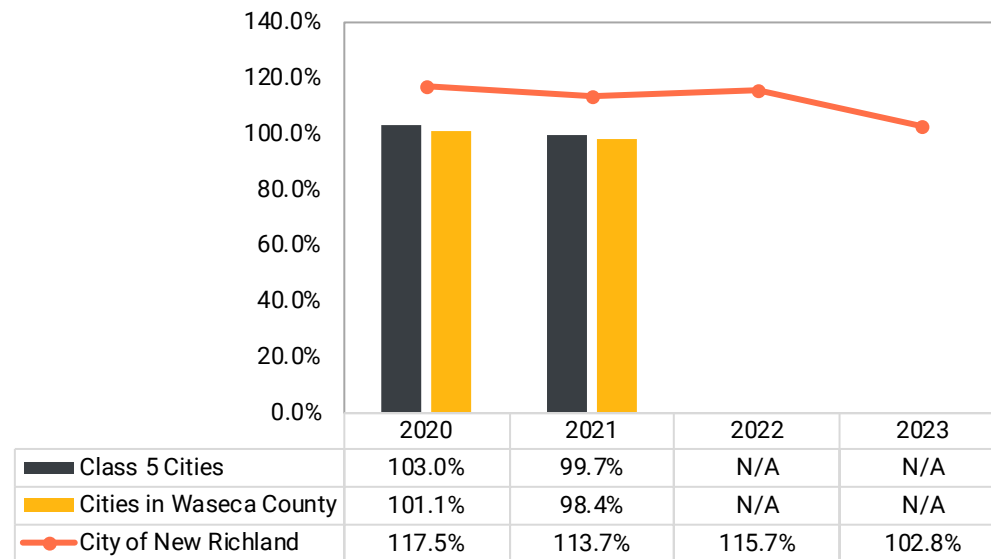
Cash and Investments Balances by Fund Type



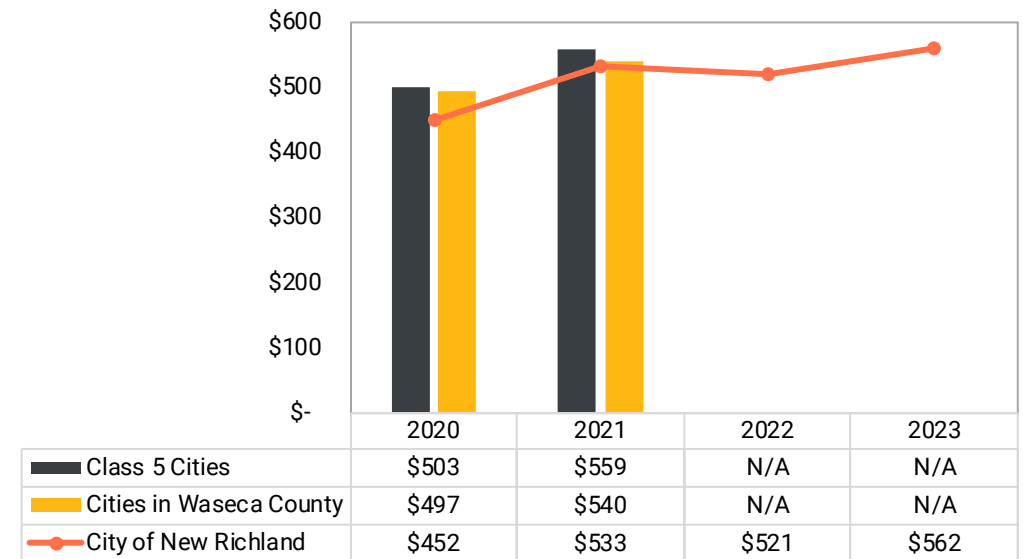
Taxes

Key Performance Indicators

Tax Rate



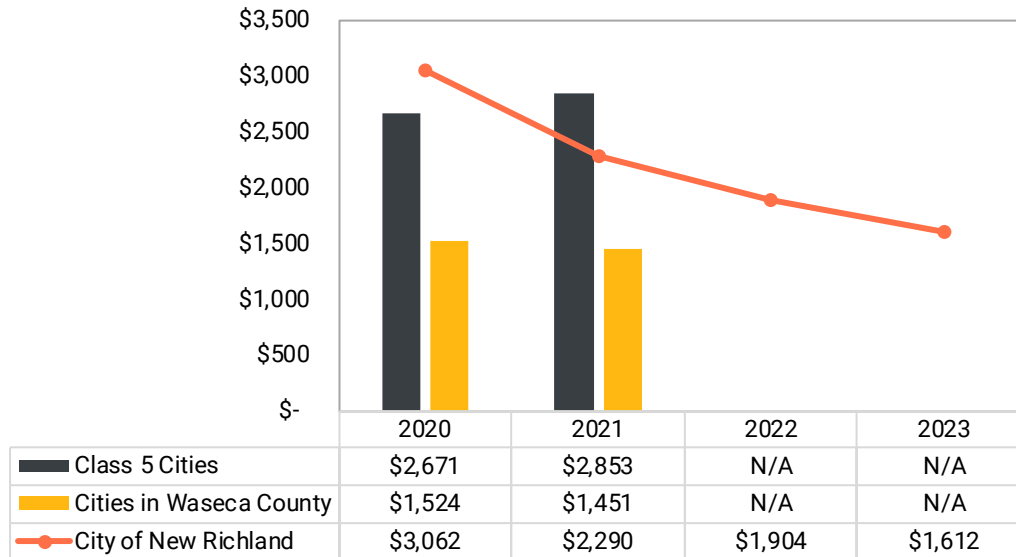
Taxes - Per Capita



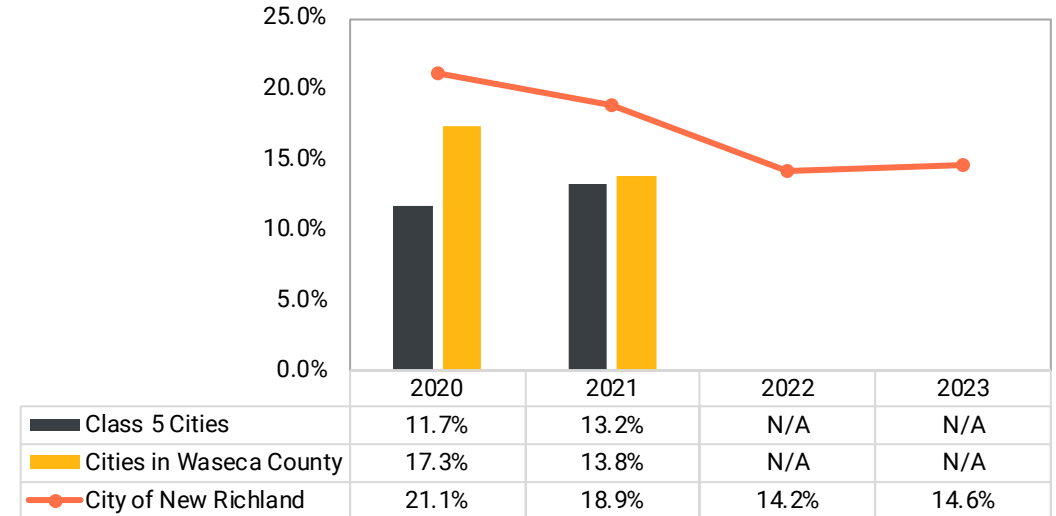
Debt

Key Performance Indicators

Long-term Debt - Per Capita



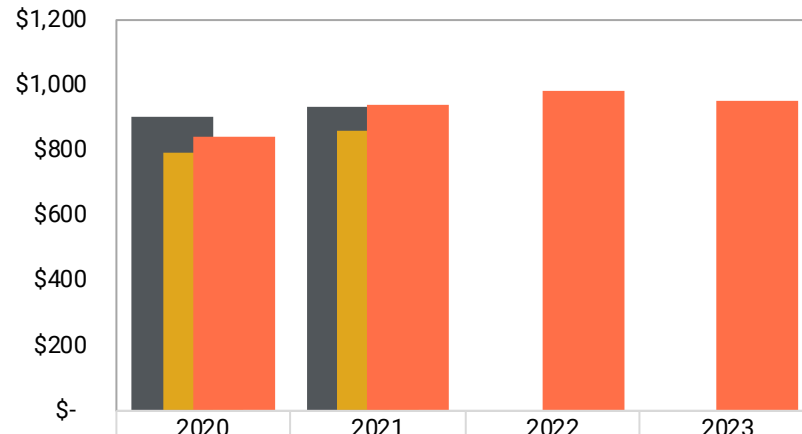
Debt Service Expenditures as a Percent of Current Expenditures



Expenditures

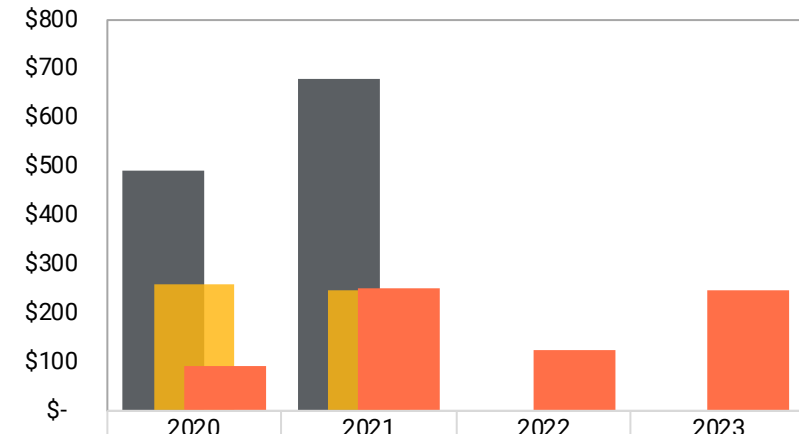
Key Performance Indicators

Current Expenditures - Per Capita



	2020	2021	2022	2023
■ Class 5 Cities	\$902	\$937	N/A	N/A
■ Cities in Waseca County	\$795	\$859	N/A	N/A
■ City of New Richland	\$841	\$939	\$984	\$952

Capital Expenditures - Per Capita



	2020	2021	2022	2023
■ Class 5 Cities	\$493	\$683	N/A	N/A
■ Cities in Waseca County	\$258	\$249	N/A	N/A
■ City of New Richland	\$90	\$251	\$126	\$245

Your Abdo Team



Tom Olinger, CPA
Partner

thomas.olinger@abdosolutions.com



Layne Kockelman, CPA
Senior Manager

layne.kockelman@abdosolutions.com



Kelsey Sohre
Senior Associate

kelsey.sohre@abdosolutions.com



Zach Rome
Associate

zach.rome@abdosolutions.com



Mara Richardson
Intern

mara.richardson@abdosolutions.com

Ambulance Report July 2024

Crew: The first responder class is at the end of class, and we tested out Monday and Tuesday. I will be working to get them both running as soon as I can. Abby passed her EMT and is working to get signed off as an EMT.

Maintenance: The truck went in for service to get U Joint replaced at the time it was only one that needed to replace, and we replaced all 4 so that they are all good. They will need to be greased when going for oil change.

Events: We will be having a 5k run, dunk tank and bingo for Farm and City Days we hope to have good turn outs.

Executive Committee: We are meeting on July 3rd and discussing where things are and work on a good bonus. With the increase in pay the bonus is less than what we will be getting paid. I will have that ready for the next meeting.

Director: The new Lucas came, and I am getting it set up to go in service. Should be in service by the time you meet. The old Lucas will be given to fire, I will talk with them to make sure to keep battery charged. I can switch it out when I come up to the garage if they like. I continue to work on getting the schedule filled. Also, making sure that all things are set up for crew and training that we do every month.

Thank you,

Sarah Sundve

New Richland Ambulance Director



NEW RICHLAND FIRE DEPARTMENT

MONTHLY COUNCIL REPORT

MONTH: JUNE YEAR: 2024

FIRE CALLS: 1

MEDICAL CALLS: 1

TOTAL CALLS: 2

TRAINING COMPLETED DURING THE MONTH:

SEARCH & RESCUE TRAINING

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

Monthly Report

July 8th Council Meeting

Activity/Calls for Service

The New Richland Police Department responded to 161 calls for service for the month of June.

Total Calls through June 2024: 1,368

Total Calls through June 2023: 548

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 June

- Annual Radar certification- Both working perfectly

Information

- N/A

Training & Education

- N/A

Personnel

- N/A

Purchases

- 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

Squad Maintenance

- N/A

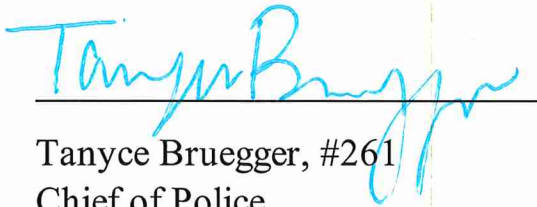
Equipment

- Computer and Mount are installed and working as they should.

Upcoming Events / Important Items

- Night to Unite- August 6th, 2024, 6:00-7:30pm

Respectfully Submitted,


Tanyce Bruegger, #261
Chief of Police



August 24, 2023

City of New Richland, MN

Sanitary Sewer Main System (5) year Maintenance Agreement

Overall Estimated Gravity System Footage: 39,646 feet

2024

Item No.	Description	Unit	Est Qty	Unit Price	Total Amount
1	Mobilization of Crew & Equipment	EA	1	\$450.00	\$450.00
2	Cleaning & Televising of Existing 8-12" Sanitary Sewer Mains	LF	8,619	\$1.55	\$13,359.45
2024 Total Estimated Amount:					\$13,809.45

2025

1	Mobilization of Crew & Equipment	EA	1	\$465.00	\$465.00
2	Cleaning & Televising of Existing 8-12" Sanitary Sewer Mains	LF	8,530	\$1.57	\$13,392.10
2025 Total Estimated Amount:					\$13,857.10

2026

1	Mobilization of Crew & Equipment & Easement Equip.	EA	1	\$480.00	\$480.00
2	Cleaning & Televising of Existing 8-12" Sanitary Sewer Mains	LF	7,236	\$1.76	\$12,735.36
2026 Total Estimated Amount:					\$13,215.36

2027

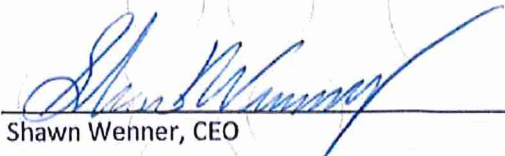
1	Mobilization of Crew & Equipment & Easement Equip.	EA	1	\$480.00	\$480.00
2	Cleaning & Televising of Existing 8-12" Sanitary Sewer Mains	LF	7,615	\$1.76	\$13,402.40
2027 Total Estimated Amount:					\$13,882.40

2028

1	Mobilization of Crew & Equipment & Easement Equip.	EA	1	\$495.00	\$495.00
2	Cleaning & Televising of Existing 8-12" Sanitary Sewer Mains	LF	7,646	\$1.65	\$12,615.90
2028 Total Estimated Amount:					\$13,110.90

Total Estimated 5-year Amount \$67,875.21

Empire Pipe Services


 Shawn Wenner, CEO

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

 Date of Acceptance

 Authorized Signature

City of New Richland Agreement for Residential Solid Waste Collection Services

THIS AGREEMENT (“Agreement”) made and entered into this 24 day of September 2018 by and between the CITY OF NEW RICHLAND, a Minnesota statutory city in Waseca County, organized and existing under the laws of the State of Minnesota (“City”), and THOMPSON SANITATION INC., A MINNESOTA CORPORATION (“Thompson”) and WASTE MANAGEMENT OF MINNESOTA, INC., A MINNESOTA CORPORATION (“WM”) (Thompson and WM individually and collectively, "Contractor").

STATEMENTS

WHEREAS, pursuant to and in accordance with Minnesota Statutes section 1 15A.94 (“Organized Collection Statute” or “Statute”), the City and Contractor have negotiated in good faith for a period of at least 60 days with the intent of developing a proposal whereby the Contractor, will collect solid waste from designated sections of the City; and

WHEREAS, as a result of the negotiation period between the City and the Contractor, the Contractor submitted a proposal to the City Council; and

WHEREAS, the City held a public hearing on the Proposal on September 11, 2018 and after the conclusion of this hearing, the city Council accepted the proposal and authorized the City Clerk and Mayor to enter into this Agreement; and

WHEREAS, the City desires to hire the services of this Contractor, and Contractor desires to provide these services as outlined in this Agreement to the City in Residential Dwelling Units in single-unit through four-unit buildings.

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. **Services.** By no later than 5:00 p.m. on the Monday of every calendar week, The Contractor shall, using its own equipment, collect all garbage and refuse in the container provided by the Contractor from all residential homes within the City of New Richland, churches, City Park, Water Treatment Plant, Maintenance shop and City Hall each location serviced by the Contractor designated for that area of the City. The City shall provide the contractor with a list of all residential homes. The garbage and refuse pick up shall be made from the curb. If additional homes require garbage and refuse collection, the Contractor agrees to collect from those homes at the same rates specified herein. The City is to notify its residents that garbage is to be at the curb by 6:00 a.m. on Monday. This contract does not cover any recycling services.

2. **Additional Services.** Farm and City Days shall be serviced with two 6-yard dumpster at no charge. A City-Wide Clean-Up shall be offered once per year. Two rear load trucks shall be manned by Contractor provided personnel at a designated drop site, for a period of four hours, on a Saturday to be determined by the City and the Contractor. The City will pay \$50.00 per ton for disposal. ~~Clean up and Farm and City Days service will be provided by WM and Thompson in alternating years with Thompson performing the services in 2019, 2021 and 2023 and WM performing the services in 2020, 2022 and 2024.~~ Valet service up to 100 ft from the street shall be provided at no additional cost to those with physical limitations upon approval from the City and the contractor designated to collect for the individual, the City will inform the resident that the cart must be visible from the street.
3. **Term.** The term of this Agreement is from ~~March 15, 2019~~ March 15th, 2025 to ~~March 14, 2025~~ March 14th, 2030. The parties agree to meet at least 90 days prior to the expiration of this Agreement to discuss a possible additional term.
4. **Carts.** By no later than March 15, 2019, at no cost to the City or its residents, the Contractor shall provide each residential home in its designated service area with a 64-gallon garbage cart. If a resident requests, the Contractor will provide the resident with a 96 or a 35 gallon cart at no additional charge.
5. **Charges:** The City shall pay each Contractor \$16.50 per residence per month. Notwithstanding the forgoing, each Contractor shall provide refuse and garbage collection to churches, the City Park, Waste Water Plant the City Hall and the street department maintenance garage at no charge for those locations in its service area. List of locations for each contractor attached as exhibit B. The Contractor shall invoice the City monthly for all Charges set forth herein for 96% (to account for month to month fluctuations in unoccupied residences) of the total house count provided. The City shall make payment to the Contractor within 30 days of the receipt of invoice. The rates charged (including the rate per ton) will be increased by 1.5% annually on the anniversary of the Agreement.
6. **Additional Charges:** Additional bags will be provided to the City by each contractor for the respective areas in the City for \$2.00 plus applicable taxes per bag for additional refuse and an additional cart can be requested by the residents and will be provided at a cost of \$9.90 per cart/month. Bulk objects that are too large for the Contractor's garbage truck will be picked up for an additional charge (List attached as exhibit A) to the resident upon request. The resident shall notify the City and the City will notify the appropriate hauler. The hauler will invoice the city for the additional charges. The City shall notify its residents to dispose of items that cannot be picked up by the Contractor as restricted by the State of Minnesota for disposal in a landfill.
7. **No Imposition.** Other than what is expressly stated or otherwise stated in this agreement, the Contractor shall not impose any additional fees, taxes or surcharges of any kind, including, but not limited to administrative fees, environmental fees or fuel surcharges or

impose any other increase in the prices and rates for service under this agreement without the approval of the City.

8. **Commercial Businesses:** This contract does not require the Contractor to provide refuse and garbage collection to commercial businesses. Those businesses must contract directly for collection services.
9. **Termination:** The City the Contractor may terminate this Agreement for cause upon 30 days prior written notice to a Party that materially breached this Agreement, but only if the breaching Party fails to remedy the breach within the thirty-day period. The Parties agree that the termination shall only apply with respect to the individual breaching Party and that the Agreement shall remain in effect as to the non-breaching Parties.
10. **Assignment:** This agreement is with the City of New Richland and the Contractor. No assignment or transfer of this agreement shall be permitted without express prior written consent.
11. **Entire Agreement.** This Agreement shall constitute the entire agreement between the City and the Contractor regarding garbage collection and supersedes any other written or oral agreements between the parties regarding garbage collection. This Agreement can only be modified in writing signed by City and Contractor.
12. **Severability.** All parts and provisions of this Agreement are severable. If any part or provision of this agreement shall be held invalid; the remainder of this Agreement shall remain in effect.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.
14. **Force Majeure.** Neither City nor Contractor shall be considered in default in performance of its obligations under this Agreement, if performance of such obligations is prevented or delayed by acts of God, natural or man-made disaster, government orders, civil unrest, terrorism, war, pandemic, or any similar unforeseen event, or other events beyond the reasonable control of the City or Contractor. Time of performance of either party's obligations under this agreement shall be extended by the time period reasonably necessary to overcome the effects of such occurrences, provided, however, that once the parties have mutually agreed that such occurrences or conditions have been alleviated or eliminated to permit performance of their duties, the non-performing party or parties shall resume performance of such duties.
15. **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

16. **Data Practices.** This Agreement, and all data created, collected, received, stored, used, maintained or disseminated in connection with this Agreement, is subject to the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13).
17. **Effective Date.** The effective date of this Agreement shall be March 15, 2019.
18. **Insurance.** The Contractor is required to submit a Certificate of Insurance, naming the City as a Named Insured, to the City as evidence of all legally required insurance coverage.
19. **Indemnity.** The parties agree to indemnify, defend and hold the other, its agents, contractors, subcontractors, officials, employees, attorneys, boards, Councils, Agents, volunteers and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorney's fees, that the party incurs or suffers, which arise out of, result from or relate to this Agreement. In no event shall a party be responsible to indemnify the other party for any claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorney's fees, that are incurred due to the negligence or intentional misconduct of the other party. The parties further agree that this indemnity obligation shall survive the completion or termination of this Agreement.
20. **No Joint and Several Liability Among Contractor.** Each Contractor shall not be liable for any of the obligations or liabilities of another Contractor. Under no circumstances shall the obligations or liabilities of one Contractor be considered joint and several with the obligations or liabilities of any other Contractor.

City of New Richland

Its Mayor

Its City Clerk – Treasurer

THOMPSON SANITATION, INC.,
A Minnesota Corporation

Its:

Waste Management of Minnesota. Inc.
A Minnesota Corporation

Its:



City of New Richland

Solid Waste & Recycling Collection RFP

Required:

1. **Services.** By no later than 5:00 p.m. on the same day of every calendar week, (currently Monday) the Contractor shall, using its own equipment, collect all garbage and refuse in the container provided by the Contractor from all residential homes within the City of New Richland, churches, City Park, Water Treatment Plant, Maintenance shop and City Hall each location serviced by the Contractor designated for that area of the City. The City shall provide the contractor with a list of all residential homes. The garbage and refuse pick up shall be made from the curb. If additional homes require garbage and refuse collection, the Contractor agrees to collect from those homes at the same rates specified herein. The city is to notify its residents that garbage is to be at the curb by 6:00 a.m. on the same day of every calendar week.
2. **Recycling.** By no later than 5:00 p.m. on the same day of every other calendar week, (currently Monday) the Contractor shall, using its own equipment, collect all recycling in the container provided by the Contractor from all residential homes within the City of New Richland, churches, City Park, Water Treatment Plant, Maintenance shop and City Hall each location serviced by the Contractor designated for that area of the City. The City shall provide the contractor with a list of all residential homes. The recycling pick up shall be made from the curb. If additional homes require recycling, the Contractor agrees to collect from those homes at the same rates specified herein. The city is to notify its residents that recycling is to be at the curb by 6:00 a.m. on the same day of every other calendar week.
3. **Additional Services.** Farm and City Days shall be serviced with two 6-yard dumpster at no charge. A City-Wide Clean-Up shall be offered once per year. Two rear load trucks shall be manned by Contractor provided personnel at a designated drop site, for a period of four hours, on a Saturday to be determined by the City and the Contractor. The city will pay \$***** per ton for disposal. Valet service up to 100 ft from the street shall be provided at no additional cost to those with physical limitations upon approval from the City and the contractor designated to collect for the individual, the City will inform the resident that the cart must be visible from the street.
4. **Term.** The term of this Agreement is from March 15th, 2025, to March 14th, 2028. The parties agree to meet at least 90 days prior to the expiration of this agreement to discuss a possible additional term.
5. **Garbage Carts.** By no later than March 15th, 2025, at no cost to the City or its residents, the Contractor shall provide each residential home in the city of New Richland with a 64-gallon or 96-gallon garbage cart.



6. **Recycling Carts.** By no later than March 15th, 2025, at no cost to the City or its residents, the Contractor shall provide each residential home in the city of New Richland with a 96-gallon recycling cart. If a resident requests, the Contractor will provide the resident with a second 96-gallon cart at no additional charge.
7. **Garbage and Refuse Charges.** The City shall pay the Contractor \$***** per residence per month. Notwithstanding the forgoing, Contractor shall provide refuse and garbage collection to churches, the City Park, Wastewater Plant the City Hall and the street department maintenance garage at no charge for those locations in its service area. List of locations for each contractor will be provided. The Contractor shall invoice the City monthly for all Charges set forth herein for 96% (to account for month-to-month fluctuations in unoccupied residences) of the total house count provided. The City shall make payment to the Contractor within 30 days of the receipt of invoice. The rates charged (including the rate per ton) will be increased by *****% annually on the anniversary of the Agreement.
8. **Recycling Charges.** The City shall pay the Contractor \$***** per residence per month. Notwithstanding the forgoing, Contractor shall provide recycling collection to churches, the City Park, Wastewater Plant the City Hall and the street department maintenance garage at no charge for those locations in its service area. List of locations for each contractor attached as exhibit B. The Contractor shall invoice the City monthly for all Charges set forth herein for 96% (to account for month-to-month fluctuations in unoccupied residences) of the total house count provided. The City shall make payment to the Contractor within 30 days of the receipt of invoice. The rates charged will be increased by *****% annually on the anniversary of the Agreement.
9. **Additional Charges.** Additional garbage carts will be provided to residents at a cost of \$***** per cart/month. Bulk objects that are too large for the Contractor's garbage truck will be picked up for an additional charge (**Attach List Labeled Exhibit A**) to the resident upon request. The resident shall notify the City and the City will notify the appropriate hauler. The hauler will invoice the city for the additional charges. The City shall notify its residents to dispose of items that cannot be picked up by the Contractor as restricted by the State of Minnesota for disposal in a landfill.
10. **No Imposition.** Other than what is expressly stated or otherwise stated in this agreement, the Contractor shall not impose any additional fees, taxes, or surcharges of any kind, including, but not limited to administrative fees, environmental fees or fuel surcharges or impose any other increase in the prices and rates for service under this agreement without the approval of the City.
11. **Commercial Businesses:** This contract does not require the Contractor to provide refuse and garbage collection to commercial businesses. Those businesses must contract directly for collection services.



12. **Termination:** The City or the Contractor may terminate this Agreement for cause upon 30 days prior written notice to a Party that materially breached this Agreement, but only if the breaching Party fails to remedy the breach within the thirty-day period. The Parties agree that the termination shall only apply with respect to the individual breaching Party and that the Agreement shall remain in effect as to the non-breaching Parties.
13. **Assignment:** This agreement is with the City of New Richland and the Contractor. No assignment or transfer of this agreement shall be permitted without express prior written consent.
14. **Entire Agreement.** This Agreement shall constitute the entire agreement between the City and the Contractor regarding garbage and recycling collection and supersedes any other written or oral agreements between the parties regarding garbage and recycling collection. This Agreement can only be modified in writing signed by City and Contractor.
15. **Severability.** All parts and provisions of this Agreement are severable. If any part or provision of this agreement shall be held invalid; the remainder of this Agreement shall remain in effect.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.
17. **Force Majeure.** Neither City nor Contractor shall be considered in default in performance of its obligations under this Agreement, if performance of such obligations is prevented or delayed by acts of God, natural or man-made disaster, government orders, civil unrest, terrorism, war, pandemic, or any similar unforeseen event, or other events beyond the reasonable control of the City or Contractor. Time of performance of either party's obligations under this agreement shall be extended by the time period reasonably necessary to overcome the effects of such occurrences, provided, however, that once the parties have mutually agreed that such occurrences or conditions have been alleviated or eliminated to permit performance of their duties, the non-performing party or parties shall resume performance of such duties.
18. **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
19. **Data Practices.** This Agreement, and all data created, collected, received, stored, used, maintained or disseminated in connection with this Agreement, is subject to the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13).
20. **Effective Date.** The effective date of this Agreement shall be March 15, 2025.



21. **Insurance.** The Contractor is required to submit a Certificates of Insurance, naming the City as a Named Insured, to the City as evidence of all legally required insurance coverage.
22. **Indemnity.** The parties agree to indemnify, defend and hold the other, its agents, contractors, subcontractors, officials, employees, attorneys, boards. Councils, Agents, volunteers and representatives harmless against and in respect of any and all claims, demands. actions. suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorney's fees, that the party incurs or suffers, which arise out of, result from or relate to this Agreement. In no event shall a party be responsible to indemnify the other party for any claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorney's fees, that are incurred due to the negligence or intentional misconduct of the other party. The parties further agree that this indemnity obligation shall survive the completion or termination of this Agreement.

Company Bidding Information

Company Name:	
Company Address:	
Company Contact:	
Email:	
Phone:	

Section 3: Additional Services

The City Shall pay _____ / ton for disposal for community cleanup day.

Section 7: Garbage and Refuse Charges

The City shall pay _____ / per residence per month for garbage/refuse services.

The rate charges will be increased by _____ % annually on the agreement anniversary.

Section 8: Recycling Charges

The City shall pay _____ / per residence per month for recycling services.

The rate charges will be increased by _____ % annually on the agreement anniversary.



Section 9: Additional Charges

Additional Garbage carts will be provided to residents at a cost of _____ / month.

Additional Terms: _____

By signing below, I certify that I am authorized to submit this bid on behalf of the company identified above.

Printed Name

Title

Authorized Signature

Date



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

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

Web: www.cityofnewrichlandmn.com

City Administrator's Report

July 8th, 2024, City Council Meeting

Continue to monitor EMS Service Aid Package 24 million to Rural EMS

Worked on Verification of Sewer Maintenance Agreement

Continue dealing with customers transitioning from PSN to Paya due to the PSN cutoff in May

Looking into a possible WWTP Grant opportunity

Completed Council and Ambulance Payrolls

Back to working and completing USDA Grant package

Continue conversation with Bolton & Menk regarding Lead Service Deadlines

EMPLOYEE RECOGNITION

EMPLOYEE BIRTHDAYS

EMPLOYEE ANNIVERSARIES