



New Richland City Council Regular Meeting Agenda

In Person & Online Via Go-To-Meeting

May 11th, 2026

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 matters unless requested by the City Council.

1. Approve Minutes of April 13th 2026 Regular Meeting
2. Liquor License Renewal for Willows and New Richland Liquor Company (Packets not included for privacy reasons)
3. 316 N Broadway Ave Zoning Permit (Conditional Use) Refer to Planning and Zoning Committee

Public Comments

Notice: We welcome the attendance of residents of the City of New Richland at 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 to request to be placed on the agenda or sign up 10 minutes prior to the start of the meeting. At the mayor's discretion, the speaker may address the topic either during the public portion of the meeting or when the item is being addressed by the council. The mayor will call upon the speaker at the appropriate time. The speaker shall state their name and the topic to be addressed. Residents are expected to use proper etiquette, decorum, and respect when addressing the council.

Request and Presentations

1. John C. Hanson – Waseca Public Schools
 - a. Explore Waseca County Tours Project

Public Hearings

Bunkhouse Ordinance Public Hearing

Ordinances and Resolutions

1. Resolution 26-07 – A Resolution Entering Into A Construction Agreement With the Minnesota Department of Transportation For Routine Maintenance By The City Upon, Along, And Adjacent to Trunk Highway No.30
2. Resolution 26-08 – A Resolution Accepting Donations
3. Ordinance 26-01 – An Ordinance Establishing Standards, Licensing, and Inspection Requirements for Bunkhouse Housing for Migrant Agricultural Workers, and Allowing Such Housing as a Conditional Use in Specified Districts

Department Reports

1. Ambulance Report – Sarah Sundve, Ambulance Director
2. Fire Department Report – Chad Neitzel, Chief of Fire Department
3. Police Department Report – Tanyce Bruegger

4. Care Center Report – Bob Johannsen, Care Center Administrator
5. People Service Report – Shell Johnson, Operator
 - a. Locator Equipment
6. Maintenance & Utility Report – In Writing
7. Economic Development Authority – In Writing

Unfinished Business

1. February 2026 Check Register
2. March 2026 Check Register
3. Radio Link Internet – Discuss Contract
 - a. City Attorney Memo
 - b. City Proposed Contract
 - c. Radio Link Proposed Contract

New Business

1. April 2026 Check Register

Miscellaneous

Administrator's Report

1. Maintenance Supervisor
2. City Hall Repainting/Mural
3. Minnesota Rural Water Seminar
4. MCMA Conference
5. City-Wide Clean-Up
6. Renderings of New Park Shelter

Mayor/Council Comments

Adjournment

The next Regular City Council meeting will be held on Monday, June 8th, 2026



New Richland City Council Regular Meeting Minutes

In Person & Online Via Go-To-Meeting

April 13th, 2026

Members Present

Janda Ferguson
Matt Economy
Josh Warke
Jody Wynnemer
Jason Casey

Staff Present

Tyler Lendt – City Administrator
Jason Moran – City Attorney
Heather Christensen – Deputy Clerk
Shell Johnson – People Service
Eric Hendrickson – Maintenance Supervisor
Braeden Thompson – Maintenance Worker
Bob Johannsen – New Richland Care Center
Drew DeRaad – Police Officer

Others Present

Bob Swenson
Pam Goehring
Larry Goehring
Brenda Routh
Scott Piehn – RadioLink
Dan Petsinger – RadioLink
Keith Johnson

The meeting was called to order by Mayor Janda Ferguson at 6:30 p.m.

Pledge of Allegiance

Approve Agenda

Motion made by Jody Wynnemer and seconded by Josh Warke to approve the agenda with the addition of New Richland Liquor Store Fix-Up Grant to New Business. Carried (4 yes, 0 no)

Consent Agenda Items

Motion made by Matt Economy and seconded by Josh Warke to approve the consent agenda. Carried (4 yes, 0 no)

Public Comments

Public Comments

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Request and Presentations

1. Fidium Fiber Internet
 - a. Requesting a 1-year moratorium on permitting service drops
 - b. Permits for the full project
 - c. Offering \$5,000 dollars to the city to offset the cost of labor for locates and above permitting

- d. Motion made by Jody Wynnemer and seconded by Matt Economy to accept the offer from Fidium of \$5,000 for permitting, a moratorium on service drop permitting, and to offset the labor cost of locates. Carried (4 yes, 0 no)

Public Hearings

Ordinances and Resolutions

1. Ordinance 26-01 – An Ordinance Establishing Standards, Licensing, and Inspection Requirements for Bunkhouse Housing for Migrant Agricultural Workers, and Allowing Such Housing as a Conditional Use in Specified Districts
 - a. First Reading
 - b. Motion by Jody Wynnemer to accept the first reading and set a hearing for the next meeting. Seconded by Matt Economy. Carried (4,0)

Department Reports

1. Ambulance Report – In Writing
 - a. Motion made by Jason Casey and seconded by Josh Warke to accept the Ambulance Report. Carried (4 yes, 0 no)
2. Fire Department Report – In Writing
 - a. Motion made by Josh Warke and seconded by Jason Casey to accept the Fire Department Report. Carried (4 yes, 0 no)
3. Police Department Report – In Writing
 - a. Motion made by Josh Warke and seconded by Jason Casey to accept the Police Department Report. Carried (4 yes, 0 no)
4. Care Center Report – Bob Johannsen, Care Center Administrator
 - a. Motion made by Matt Economy and seconded by Jody Wynnemer to accept the Care Center Report. Carried (4 yes, 0 no)
5. People Service Report – Shell Johnson, Operator
 - a. Pump Maintenance Agreement – Requests \$1,310.00 per inspection on 8 pumps for a total of \$10,480.00
 - b. Motion made by Jason Casey and seconded by Matt Economy to approve the \$10,480.00 to inspect the 8 pumps for the Wastewater Treatment Plant. Carried (4 yes, 0 no)
 - c. Motion made by Matt Economy and seconded by Josh Warke to accept the People Service Report. Carried (4 yes, 0 no)
6. Maintenance & Utility Report – Eric Hendrickson, Maintenance Supervisor
 - a. Motion made by Matt Economy and seconded by Jason Casey to accept the Maintenance & Utility Report. Carried (4 yes, 0 no)
7. Economic Development Authority – In Writing
 - a. No Action Necessary

Unfinished Business

1. December 2025 Check Register
 - a. Motion made by Matt Economy and seconded by Josh Warke to approve the December 2025 and January 2026 Check Register. Carried (4 yes, 0 no)
2. February 2026 Check Register
 - a. Check Register Not available, will present next month.



New Richland City Council Regular Meeting Minutes

In Person & Online Via Go-To-Meeting

April 13th, 2026

3. Radio Link Internet – Discuss Contract
 - a. Keith Johnson spoke on behalf of Radio Link, stating that other services did not provide adequate service while Radio Link did.
 - b. Bob Swenson spoke against Radio Link, stating that the contract was inadequate to protect the tower and the city. The remuneration-to-risk ratio was inadequate for the city. The insurance is also inadequate to replace the water tower if that becomes necessary. Contract enforcement, the only way the city can recover expenses, is to be harmed, and the annual terms do not line up with industry standards.
 - c. Motion made by Jason Casey to enter into a contract for five years, and then the company will be gone. No second.
 - d. Motion made by Matt Economy and seconded by Josh Warke to move into negotiations and have a contract ready for the next meeting. Carried (4 yes, 1 no Janda Ferguson)
 - i. Minimum of 1 year, no more than 5 years, \$500/mo, write in strong language to protect the city.

New Business

1. March 2026 Check Register
 - a. March 2026 Check Register unavailable, will present at next council meeting.
2. EDA Grant for New Richland Liquor
 - a. Motion made by Matt Economy and seconded by Jody Wynnemer to pay out for completed work on the grant. Carried (4 yes, 0 no)

Miscellaneous

Administrator's Report

1. Deputy Clerk
 - i) Motion made by Matt Economy and seconded by Josh Warke to move Heater Christensen from pay grade 3-7. Carried (4 yes, 0 no)
2. City Hall Repainting/Mural
 - i) Motion made by Matt Economy and seconded by Matt Economy to direct the administrator to get estimates and bids, and communicate with the school about the contest. Carried (4 yes, 0 no)
3. Homestake Subdivision
4. Minnesota Rural Water Seminar
 - i) Motion made by Josh Warke and seconded by Matt Economy to reimburse for the hotel room. Carried (4 yes, 0 no)
5. Water Treatment Plant
6. Motion made by Matt Economy and seconded by Jody Wynnemer to accept the administrator's report.

Mayor/Council Comments

Investigate the townhomes to determine if we are getting the best return on our investment. Investigate getting another mortgage

Adjournment

Motion made by Josh Warke to adjourn at 8:48 and seconded by Matt Economy. Carried (4 yes, 0 no)

The next Regular City Council meeting will be held on Monday, June 8th, 2026



City of New Richland Zoning Permit/Application

Permit # _____
Date Received 4/21/20
Received by AC

Project Address 316 N Broadway Ave New Richland
Property Owner JKR Investments LLC Phone 507-330-2345
Address (if different than above) PO Box (21/32) Balsam Ave S
Contractor Several Contractors Involved Phone _____

- Proposed Project
- Fence (under 7 feet)
 - Retaining Wall under 4 ft
 - Accessory Structure (120 sq ft or less)
 - Other _____

Please describe your project; please include a drawing of a site plan on separate sheet or reverse side:
See Attached

Setbacks: Right _____ Left _____ Front _____ Rear _____

Estimated Value of Job \$50,000(+) Lot Size/Dimensions _____
Existing Structure Area Sq Footage _____

This permit becomes null and void if work or construction authorized is not commences within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work has commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Name (please print) Melisa Leonardo Phone 507-456-6332
Address 321 Balsam Ave S City/State/Zip New Richland MN 56012
Signature Melisa Leonardo Date 4/21/20

----- CITY USE ONLY -----

Zoning District _____
Setbacks Required: Right _____
Left _____
Front _____
Rear _____

PERMIT FEE: \$ _____

Subject to the following conditions _____

Reviewed by _____ Date _____

Conditional Use Permit Application: 316 N Broadway Ave New Richland, MN

The subject property is currently classified as mixed use commercial/single-family.. Previously, the property functioned as a mixed-use building, consisting of a laundromat and an attached two-story residential unit containing three bedrooms. The property has not operated as a functional laundromat since 2018 in the front portion of the property.

The proposed project seeks approval to repurpose the existing structure into temporary workforce housing for agricultural laborers participating in the federal H-2A visa program. The facility will accommodate approximately 20 - 25 temporary workers on a seasonal basis.

No major structural expansions are proposed currently. Improvements to the property will focus on interior modifications and site upgrades necessary to meet all applicable health, safety, and occupancy standards. The housing will be operated in full compliance with:

- **Minnesota Department of Health and/or Department of Labor and Industry regulations**, and
- **U.S. Department of Labor (USDOL) H-2A housing standards**, which establish strict requirements for space, sanitation, cooking facilities, sleeping arrangements, and overall habitability.

The property will be professionally managed, with oversight to ensure:

- Compliance with all regulatory requirements
- Proper maintenance of the building and grounds
- Orderly occupancy and use of the premises

This project provides a needed housing solution for legally authorized agricultural workers who are essential to the local economy. The reuse of the existing structure is consistent with its historic mixed-use character and represents an efficient use of existing infrastructure without significant expansion of the site footprint.

Parking and Traffic Statement

The proposed use is expected to generate minimal additional traffic compared to typical commercial operations. Occupants of the facility are employees who generally travel together to and from job sites using shared transportation provided by the employer. As a result, the number of individual vehicles on-site will be limited.

Adequate off-street site parking will be provided on the property to accommodate staff transportation. The proposed use is therefore consistent with or less impactful than prior commercial uses of the property, such as a laundromat, which historically generated higher customer turnover and traffic volume.

Compatibility with Surrounding Uses

The proposed temporary workforce housing is compatible with the surrounding area and consistent with the property's historical mixed-use character. The existing structure has previously supported both commercial and residential uses, and the proposed use represents a continuation of residential occupancy within an already developed site.

The use is low intensity in nature, with occupants working in two shifts. A day and evening shift, and will be primarily present during non-working hours and away during their work shift. The property will not function as a high-traffic commercial destination. Building owners intend to keep front entry of the building "retail/commercial" to maintain main street business potential for additional economic growth.

Neighbor Impact Mitigation Plan

The property will be actively managed to ensure compatibility with neighboring properties and to minimize any potential impacts.

Measures include:

- On-site management and supervision to ensure compliance with house rules and occupancy standards
- Establishment of quiet hours to reduce noise impacts, particularly during evening and early morning hours
- Regular property maintenance and cleaning schedules to ensure the site remains orderly and well-kept
- Designated off-site parking

Occupants are part of a structured employment program and are subject to employer oversight, which contributes to orderly behavior and accountability.

The intent of this plan is to ensure the property operates in a manner that is respectful of neighboring properties and consistent with community expectations.

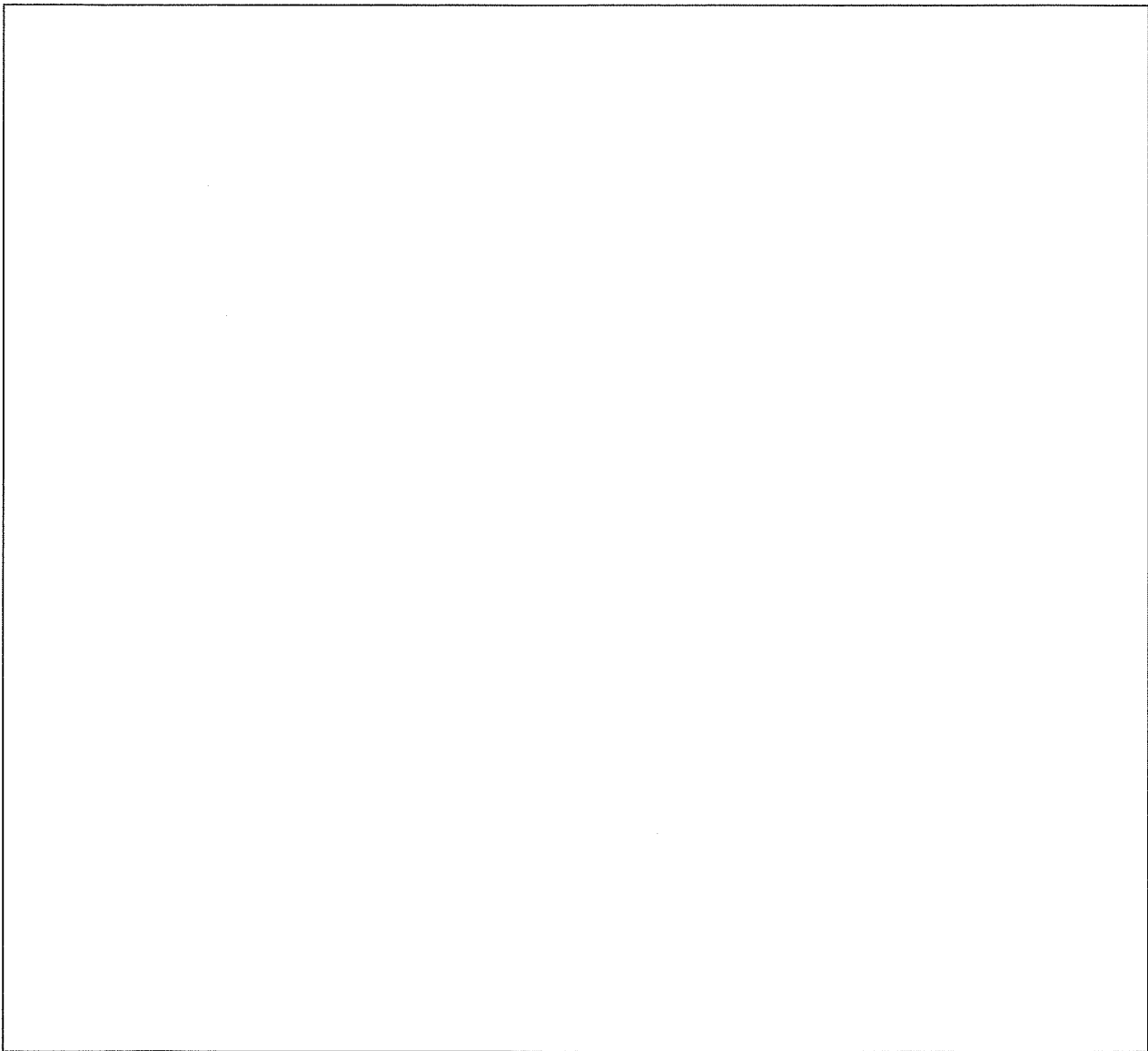
This request seeks to address a real workforce need in our agricultural sector while ensuring the housing remains safe, regulated, and consistent with community standards.

Site Plan for _____ Address

A Site Plan is a picture of current structures on your lot, along with proposed improvements, showing distances from your property lines.

You must show **EXACT** measurements from structure to **your property line**. (The curb is not necessarily your property line, in most cases there is an area designated for City Boulevard.)

Zoning Ordinance setback requirements are: Rear and side = 6 feet, Front = 20 feet.
Fences must be 2' from property lines.

A large, empty rectangular box with a thin black border, intended for the site plan drawing. It occupies the lower two-thirds of the page.





PROJECT DETAILS

316 Broadway Ave N New Richland

- Main floor living sq footage for tenants: 2326
- Upstairs sq footage for tenants: 737
- Total sq footage for tenants living space: 3083

• Bunk house will house up to 23 workers staying in home on a rotating work shift.

• JKR Investments intend keep street front main entry as “retail/store” front to comply with commercial zoning requirements

Amenities:

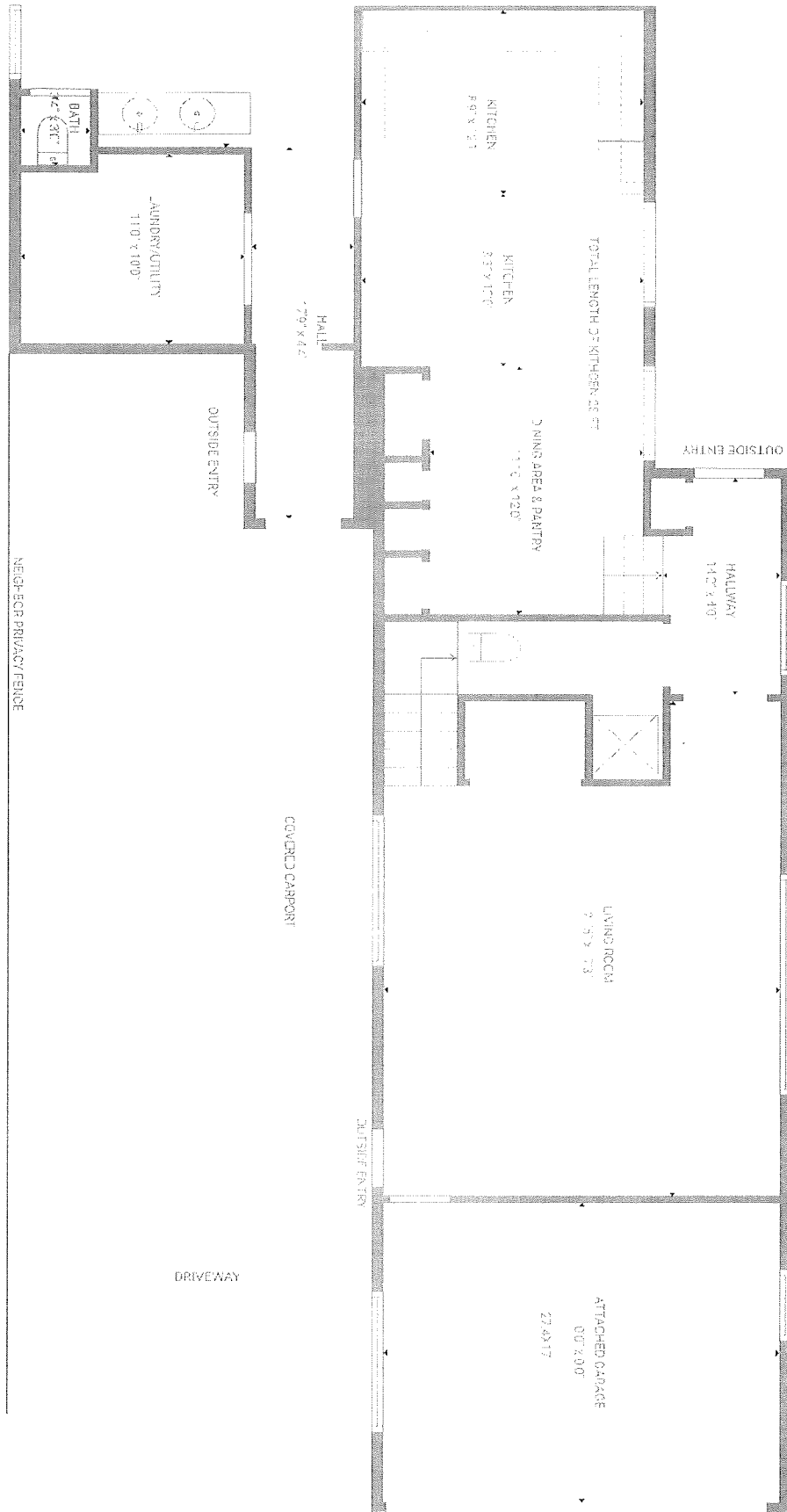
- 4 bunk/bedrooms
- 3 bathrooms
- 2 kitchens
- Large common living room: 17.3x21.5 (372 sq ft)
- Lg Main Kitchen Dining Hall: 12x28 (336 sq ft)
- Storage Shelves in garage
- Free Wi-Fi
- Off-street parking at Holland Ag

- Security Cameras
- Scheduled weekly professional interior cleaning
- 3 Exit doors

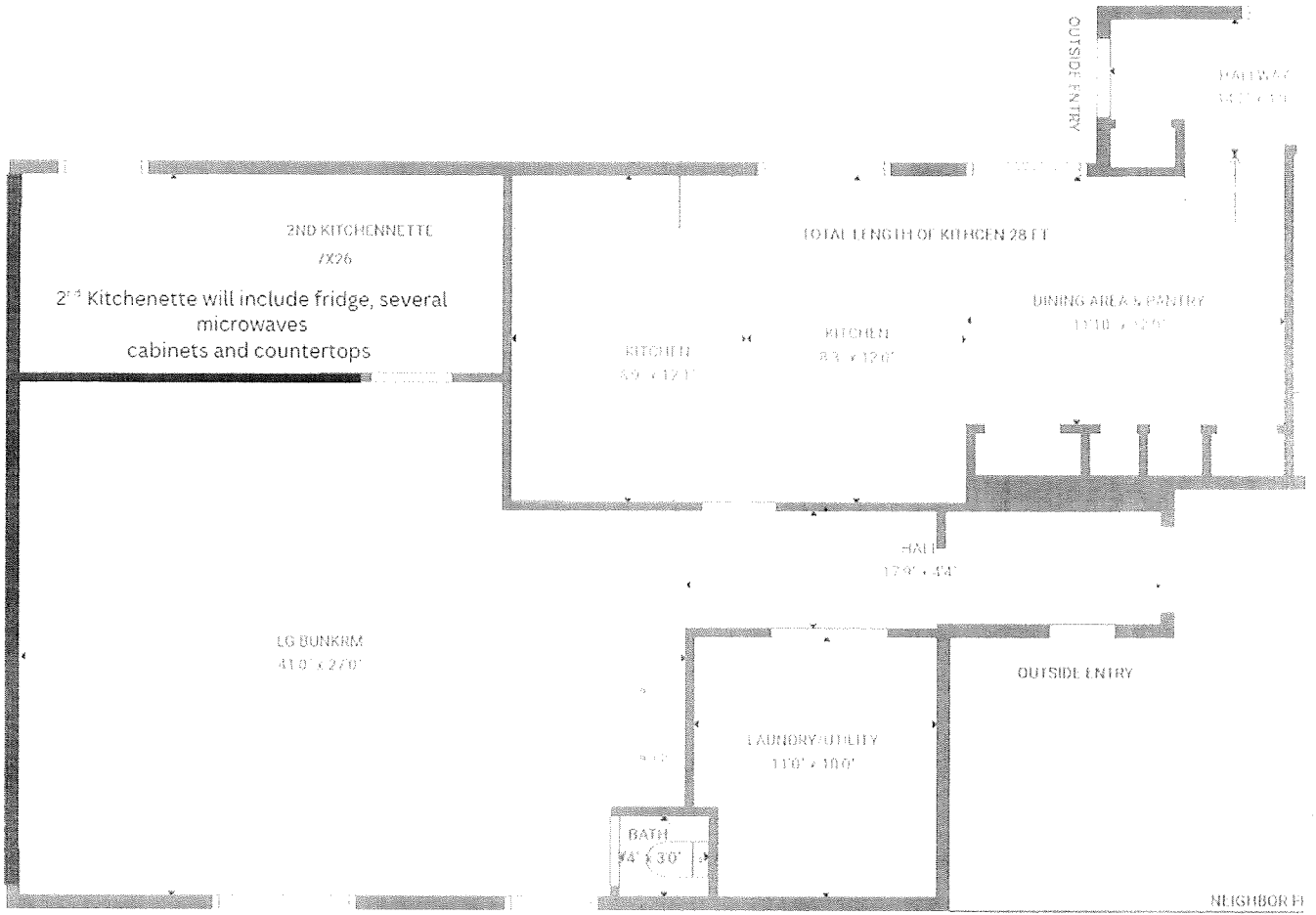


Main Floor Plan

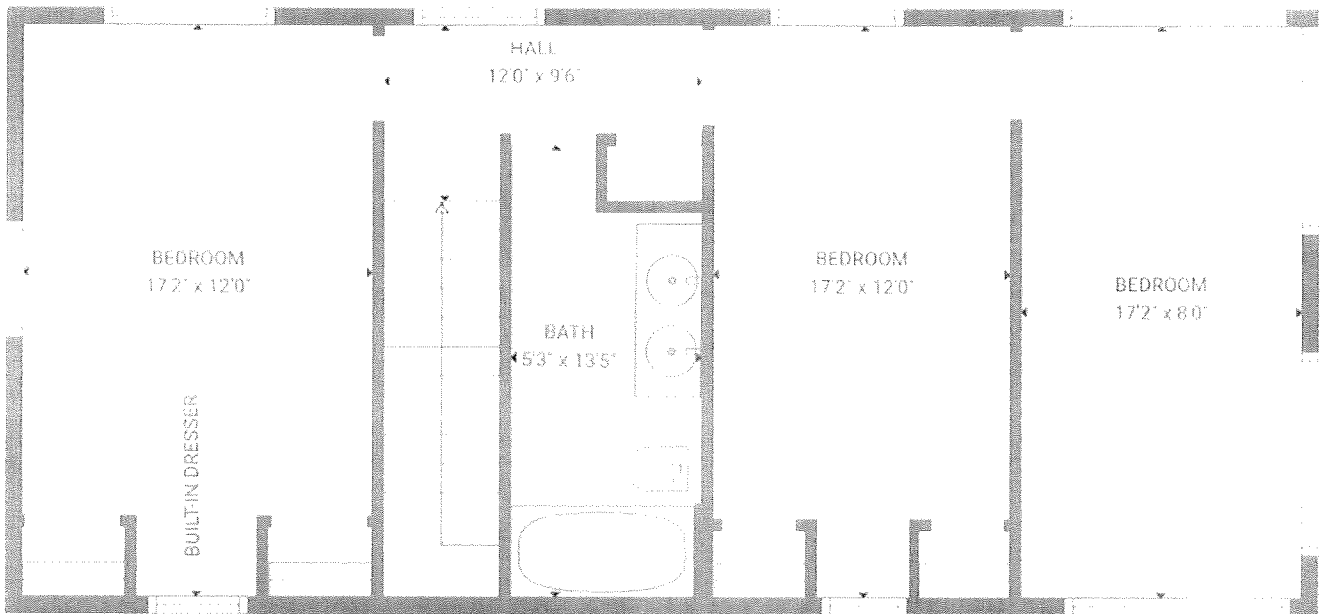
(Image is rotated due to length of property)



Main Floor Plan Continued



2nd Level Floor Plan





RESOLUTION 26-07

**A RESOLUTION ENTERING INTO A CONSTRUCTION AGREEMENT WITH THE
MINNESOTA DEPARTMENT OF TRANSPORTATION FOR ROUTINE
MAINTENANCE BY THE CITY UPON, ALONG, AND ADJACENT TO TRUNK
HIGHWAY NO. 30**

BE IT RESOVED by the City Council of the City of New Richland, Minnesota, that the City of New Richland enter into MnDOT Agreement No. 1062360 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 30, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

**Adopted by the City Council of the City of New Richland, Minnesota,
this 12th, Day of January 2026.**

(Mayor)

Attest:

(City Administrator)

CERTIFICATION

I certify that the above Resolution (26-07) is an accurate copy of the Resolution adopted by the Council of the City of New Richland at an authorized meeting held on the 11th day of May, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2026
Notary Public _____
My Commission Expires _____

(Signature)

Tyler T Lendt, City Administrator

)

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF NEW RICHLAND
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.): 8105-26
Trunk Highway Number (T.H.): 30

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of New Richland acting through its City Council ("City").

Recitals

1. The State will perform Sidewalk construction and other associated construction upon, along, and adjacent to Trunk Highway No. 30 from South Elm Avenue to T.H. 13 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 8105-26 (T.H. 30) ("Project"); and
2. The State has included in its contract Sidewalk construction and the City is willing to maintain the Sidewalk after completion of the construction; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.1. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City 6. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.
- 1.2. *Plans, Specifications, and Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 8105-26 (T.H. 13) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.3. *Exhibits.*** Exhibit A - Sidewalk Location is attached and incorporated into this Agreement.

2. Construction by the State

2.1. Contract Award. The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision, and Inspection of Construction.

- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Inspection by the City.** The construction covered under this Agreement will be open to inspection by the City. If the City believes the construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A.** The State will make changes in the Project Plans and contract construction and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.
- B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made. The State reserves the right to invoice the City for the cost of any construction contract addenda and any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

2.5. Permits. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City/County to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

3.1. Sidewalks. Maintenance of all sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, mowing grass boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

4. Authorized Representatives

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

4.1. The State's Authorized Representative will be:

Name, Title: Dan Swanson, Contract Administrator (or successor)
 Address: 2151 Bassett Drive, Mankato, MN 56001
 Telephone: 507-978-0774
 E-Mail: Daniel.Swanson@state.mn.us

4.2. The City's Authorized Representative will be:

Name, Title: Tyler Lendt, City Administrator (or successor)
 Address: 203 North Broadway, PO Box 57, New Richland, MN 56072
 Telephone: 507-465-3514
 E-Mail: tlendt@newrichlandmn.gov

5. Assignment; Amendments; Waiver; Contract Complete

5.1. *Assignment.* No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third party to perform City maintenance responsibilities covered under this Agreement.

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

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

5.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims; Insurance

Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7. Nondiscrimination

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

8. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in

this Agreement, the City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government Data Practices

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

11. Governing Law; Jurisdiction; Venue

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

12. Termination; Suspension

12.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

12.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

12.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

13. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF NEW RICHLAND

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF NEW RICHLAND

RESOLUTION

IT IS RESOLVED that the City of New Richland enter into MnDOT Agreement No. 1062360 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 30, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

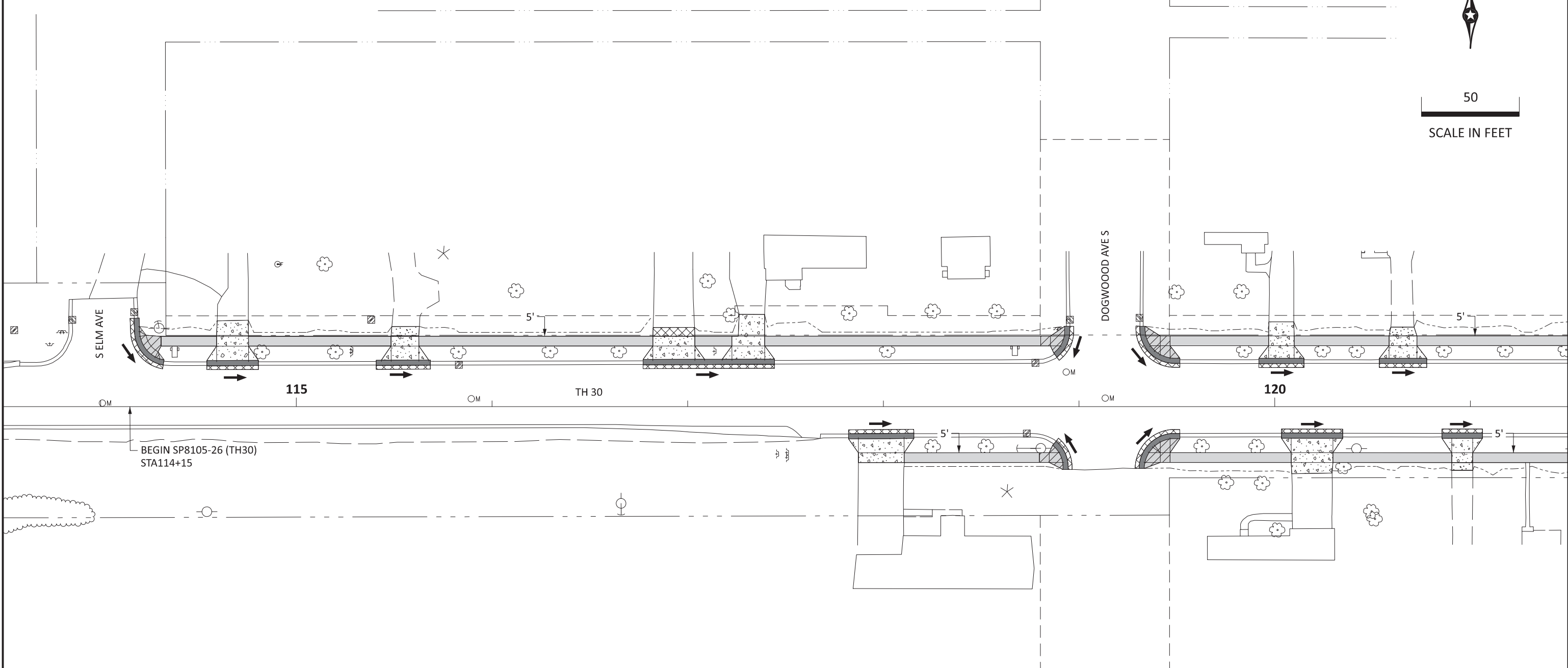
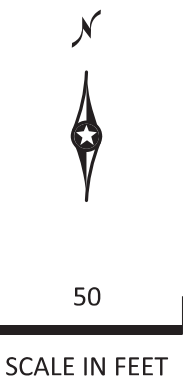
CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of New Richland at an authorized meeting held on the _____ day of _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2026
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

Agreement Number: 1062360
 Exhibit A: Sidewalk Location



LEGEND	
	4" CONCRETE WALK
	6" CONCRETE WALK
	6" CONCRETE DRIVEWAY PAVEMENT
	8" CONCRETE DRIVEWAY PAVEMENT
	BITUMINOUS PAVEMENT
	AGGREGATE SURFACING, CLASS 5
	B624 CONCRETE CURB & GUTTER
	CONSTRUCTION LIMITS

- SPECIFIC NOTES:
- ① INSTALL LANDSCAPE ROCK
 - ② ADJUST FRAME & RING CASTING

PLOT NAME: d810526_185cpp
 PATH & FILENAME: Projects\17_MKO\030\8105\026\Design\PlanSheets\d810526_185cpp.dgn
 PLOTTED/REVISED: 26-SEP-2025

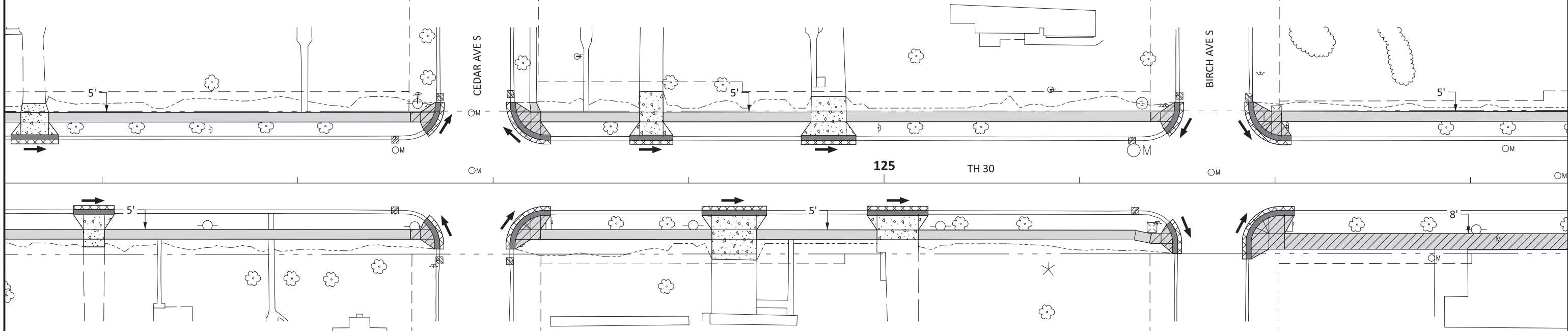
Agreement Number: 1062360
 Exhibit A: Sidewalk Location



50
 SCALE IN FEET

PLOTTED/REVISED: 26-SEP-2025

PLOT NAME: d810526_185cpp
 PATH & FILENAME: Projects\17_MKO\030\8105\026\Design\PlanSheets\d810526_185cpp.dgn



LEGEND

	4" CONCRETE WALK		BITUMINOUS PAVEMENT
	6" CONCRETE WALK		AGGREGATE SURFACING, CLASS 5
	6" CONCRETE DRIVEWAY PAVEMENT		B624 CONCRETE CURB & GUTTER
	8" CONCRETE DRIVEWAY PAVEMENT		CONSTRUCTION LIMITS

SPECIFIC NOTES:

- ① INSTALL LANDSCAPE ROCK
- ② ADJUST FRAME & RING CASTING



PRELIMINARY-90% PLAN
 LICENSED PROFESSIONAL ENGINEER

Kyle Gapinski
 LIC. NO. 60602
 DATE: 26-SEP-2025

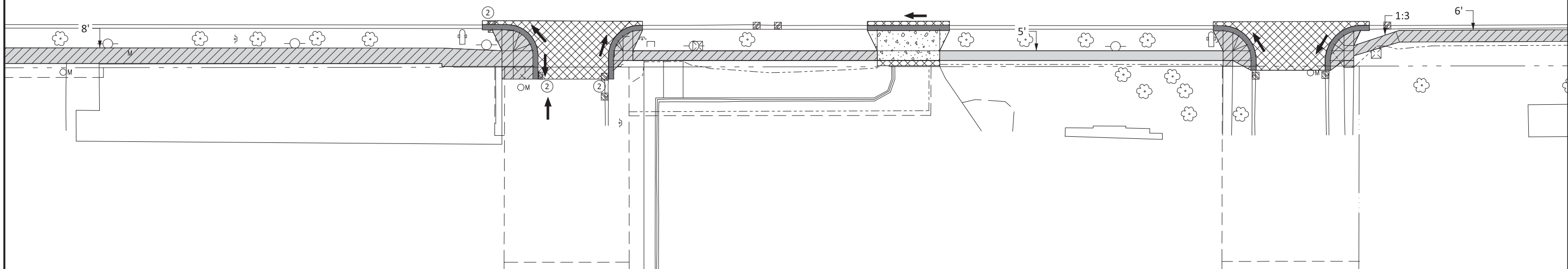
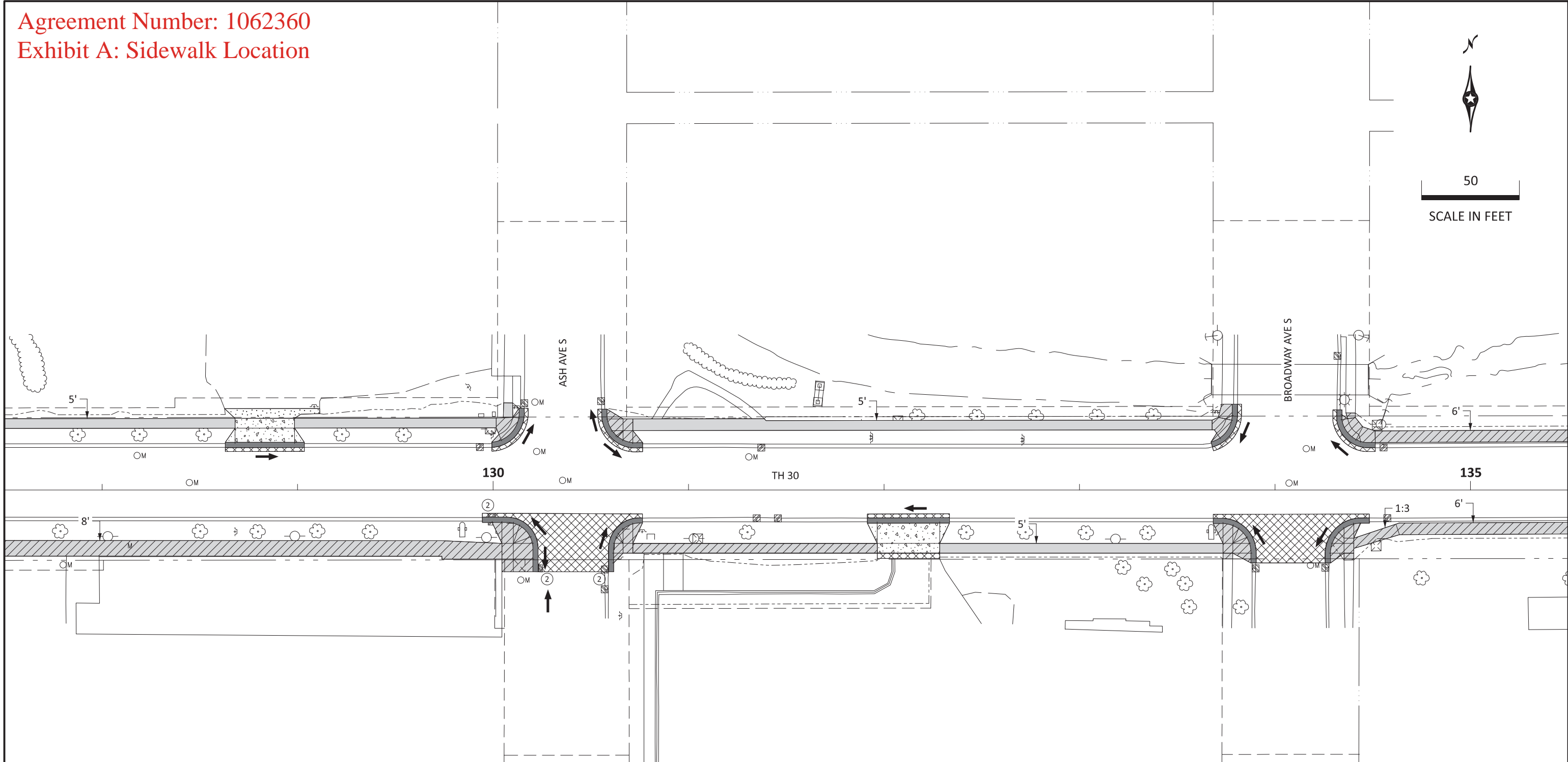
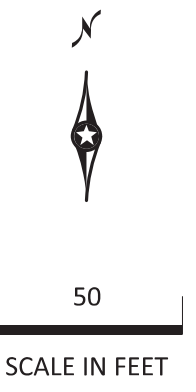
I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CONSTRUCTION PLANS

SP 8105-26
 (T.H. 30)

SHEET NO 31
 TOTAL SHEETS 61

Agreement Number: 1062360
 Exhibit A: Sidewalk Location



LEGEND

	4" CONCRETE WALK		BITUMINOUS PAVEMENT
	6" CONCRETE WALK		AGGREGATE SURFACING, CLASS 5
	6" CONCRETE DRIVEWAY PAVEMENT		B624 CONCRETE CURB & GUTTER
	8" CONCRETE DRIVEWAY PAVEMENT		CONSTRUCTION LIMITS

- SPECIFIC NOTES:
- ① INSTALL LANDSCAPE ROCK
 - ② ADJUST FRAME & RING CASTING

PLOT NAME: d810526_185cpp
 PATH & FILENAME: Projects\17_MKO\030\8105\026\Design\PlanSheets\d810526_185cpp.dgn
 PLOTTED/REVISED: 26-SEP-2025



PRELIMINARY-90% PLAN
 LICENSED PROFESSIONAL ENGINEER

Kyle Gapinski
 LIC. NO. 60602
 DATE: 26-SEP-2025

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CONSTRUCTION PLANS

SP 8105-26
 (T.H. 30)

SHEET NO 32
 TOTAL SHEETS 61

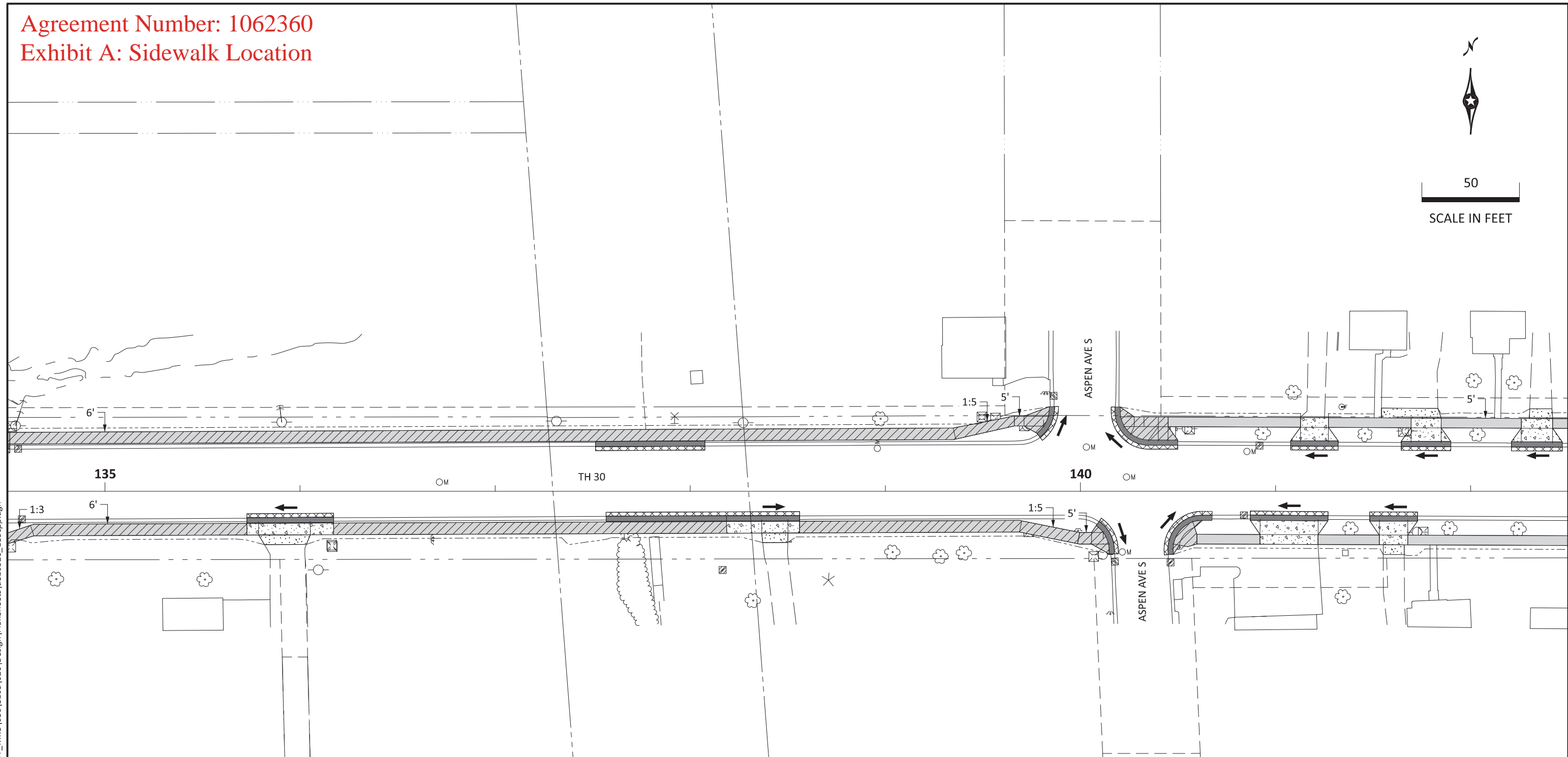
Agreement Number: 1062360
 Exhibit A: Sidewalk Location



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 SCALE IN FEET

PLOTTED/REVISED: 26-SEP-2025

PLOT NAME: d810526_185cpp
 PATH & FILENAME: Projects\17_MKO\030\8105\026\Design\PlanSheets\d810526_185cpp.dgn



LEGEND			
	4" CONCRETE WALK		BITUMINOUS PAVEMENT
	6" CONCRETE WALK		AGGREGATE SURFACING, CLASS 5
	6" CONCRETE DRIVEWAY PAVEMENT		B624 CONCRETE CURB & GUTTER
	8" CONCRETE DRIVEWAY PAVEMENT		CONSTRUCTION LIMITS

- SPECIFIC NOTES:
- ① INSTALL LANDSCAPE ROCK
 - ② ADJUST FRAME & RING CASTING



PRELIMINARY-90% PLAN
 LICENSED PROFESSIONAL ENGINEER

Kyle Gapinski
 LIC. NO. 60602
 DATE: 26-SEP-2025

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CONSTRUCTION PLANS

SP 8105-26
 (T.H. 30)

SHEET NO 33
 TOTAL SHEETS 61

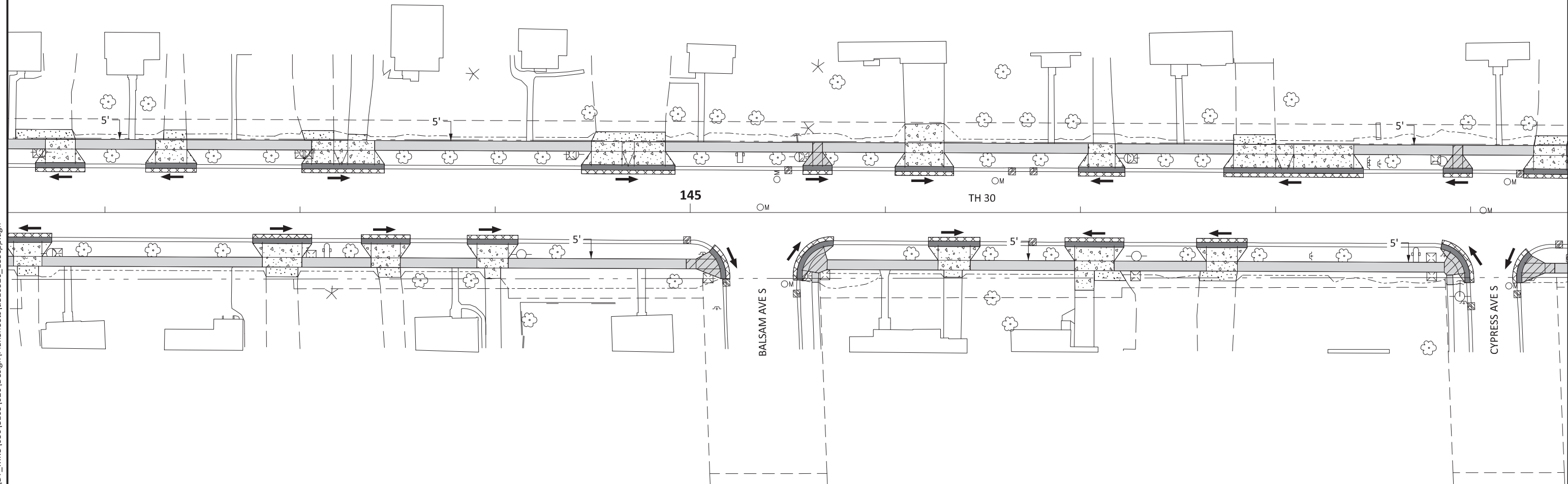
Agreement Number: 1062360
 Exhibit A: Sidewalk Location



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 SCALE IN FEET

PLOTTED/REVISED: 26-SEP-2025

PLOT NAME: d810526_185cpp
 PATH & FILENAME: Projects\17_MKO\030\8105\026\Design\PlanSheets\d810526_185cpp.dgn



LEGEND

	4" CONCRETE WALK		BITUMINOUS PAVEMENT
	6" CONCRETE WALK		AGGREGATE SURFACING, CLASS 5
	6" CONCRETE DRIVEWAY PAVEMENT		B624 CONCRETE CURB & GUTTER
	8" CONCRETE DRIVEWAY PAVEMENT		CONSTRUCTION LIMITS

SPECIFIC NOTES:

- ① INSTALL LANDSCAPE ROCK
- ② ADJUST FRAME & RING CASTING



PRELIMINARY-90% PLAN
 LICENSED PROFESSIONAL ENGINEER

Kyle Gapinski
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 DATE: 26-SEP-2025

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CONSTRUCTION PLANS

SP 8105-26
 (T.H. 30)

SHEET NO 34
 TOTAL SHEETS 61

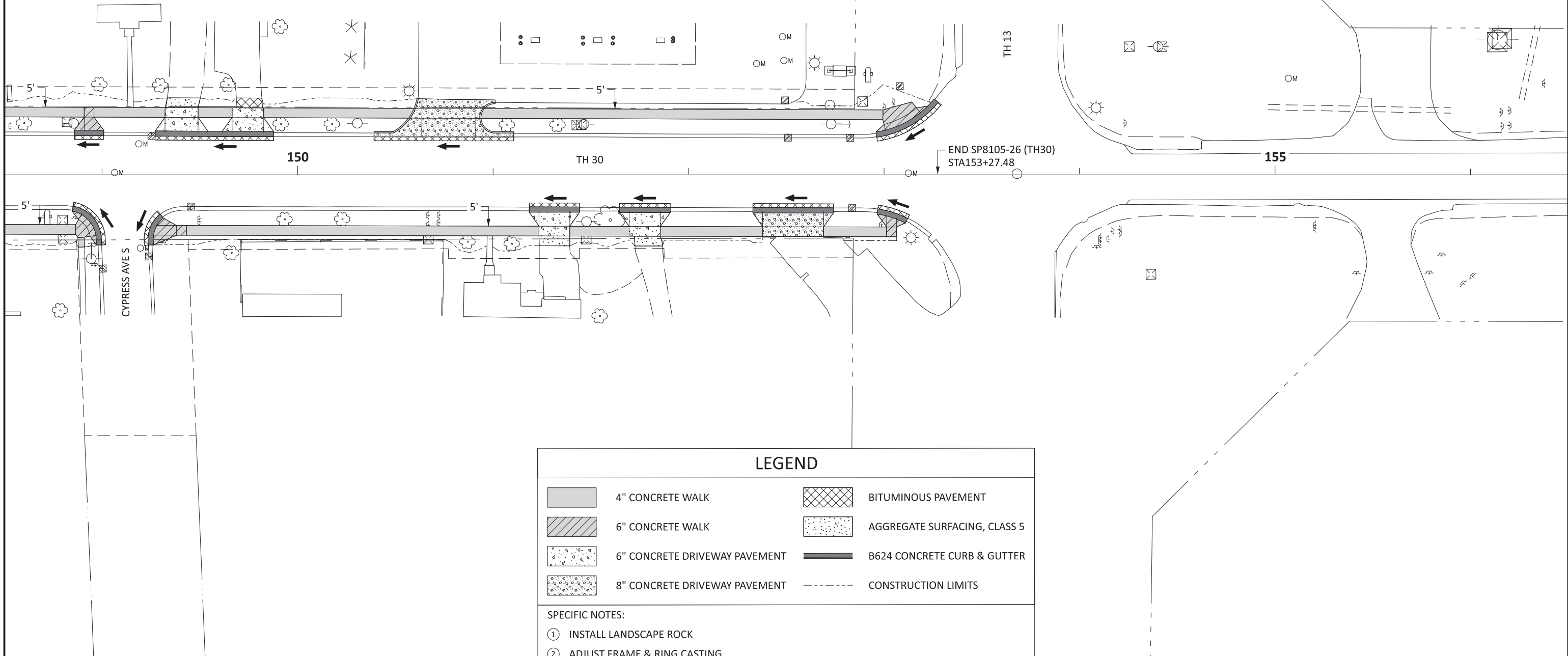
Agreement Number: 1062360
 Exhibit A: Sidewalk Location



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 SCALE IN FEET

PLOTTED/REVISED: 26-SEP-2025

PLOT NAME: d810526_185cpp
 PATH & FILENAME: Projects\17_MKO\030\8105\026\Design\PlanSheets\d810526_185cpp.dgn



LEGEND

	4" CONCRETE WALK		BITUMINOUS PAVEMENT
	6" CONCRETE WALK		AGGREGATE SURFACING, CLASS 5
	6" CONCRETE DRIVEWAY PAVEMENT		B624 CONCRETE CURB & GUTTER
	8" CONCRETE DRIVEWAY PAVEMENT		CONSTRUCTION LIMITS

SPECIFIC NOTES:

- ① INSTALL LANDSCAPE ROCK
- ② ADJUST FRAME & RING CASTING



PRELIMINARY-90% PLAN
 LICENSED PROFESSIONAL ENGINEER

Kyle Gapinski
 LIC. NO. 60602
 DATE: 26-SEP-2025

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CONSTRUCTION PLANS

SP 8105-26
 (T.H. 30)

SHEET NO 35
 TOTAL SHEETS 61



RESOLUTION 26-08

A RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of New Richland, Minnesota, is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of the City of New Richland and its citizens pursuant to Minnesota Statutes Section 471.17: and

WHEREAS, The following persons and entities have offered to contribute the cash amounts set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
Town of Byron – Waseca County	\$300.00

WHEREAS, All Such donations have been contributed

WHEREAS, The City Council finds that it is appropriate to accept the donations offered

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEW RICHLAND, MINNESOTA, AS FOLLOWS:

Adopted by the City Council of New Richland, Minnesota, this 11th of May, 2026.

1. The donation described above is accepted and shall be used by the City of New Richland Ambulance Department
2. The City Administrator is hereby directed to issue receipts to each donor acknowledging the City's Receipt of the donor's donation.

(Mayor)

Attest:

(City Administrator)

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

Ordinance No. 26-01

**AN ORDINANCE ESTABLISHING STANDARDS, LICENSING, AND INSPECTION
REQUIREMENTS FOR BUNKHOUSE HOUSING FOR MIGRANT AGRICULTURAL WORKERS,
AND ALLOWING SUCH HOUSING AS A CONDITIONAL USE IN SPECIFIED DISTRICTS**

THE CITY COUNCIL OF THE CITY OF NEW RICHLAND ORDAINS AS FOLLOWS:

Section 1. Short Title.

This Ordinance may be cited as the **“Migrant Worker Bunkhouse Housing Ordinance.”**

Section 2. Purpose and Findings.

(a) **Purpose.** The purpose of this Ordinance is to allow and regulate bunkhouse housing used to accommodate migrant agricultural workers within the City, to safeguard health and safety, and to ensure compliance with applicable federal and state standards, including the Migrant and Seasonal Agricultural Worker Protection Act (MSPA) housing requirements and OSHA temporary labor camp standards.

(b) **Findings.** The City Council finds:

1. Providing lawful, safe, and sanitary housing that supports agricultural operations and worker well-being;
2. The Migrant Seasonal Protection Act (MSPA) requires pre-occupancy inspections and ongoing compliance with housing standards;
3. Minnesota law regulates migrant labor camps and authorizes permits, sanitation, occupancy, and facility standards;
4. This Ordinance promotes public health, safety, and welfare.

Section 3. Authority.

This Ordinance is adopted pursuant to the City’s police powers and zoning authority under Minnesota law, including **Minn. Stat. Ch. 412** (statutory cities) and **Minn. Stat. § 462.357** (zoning).

Section 4. Definitions.

For purposes of this Ordinance:

- (a) **Bunkhouse.** A building or portion thereof used to house **migrant agricultural workers** in group sleeping quarters and shared common facilities (kitchen, sanitation, laundry), not intended for permanent residence.
- (b) **Migrant Agricultural Worker.** A worker as defined under MSPA: an individual employed in agricultural employment of a seasonal or temporary nature who is required to be absent overnight from his permanent place of residence.
- (c) **Operator.** The owner, agricultural employer, farm labor contractor, association, or other person who provides or controls the housing.
- (d) **MSPA Housing Standards.** Housing standards applicable under MSPA, including **OSHA temporary labor camp standards (29 C.F.R. § 1910.142)** or **ETA/H-2A housing standards (20 C.F.R. part 654, subpart E)** when applicable, and any **state/local standards** that are more protective.

Section 5. Use Allowance and Zoning.

- (a) **Districts.** A **bunkhouse** is allowed as a **Conditional Use** in the following districts: **A-Agricultural, R-Residential, and C-Commercial**, when serving lawful agricultural operations within or proximate to the City.
- (b) **Conditional Use.** When classified as a **Conditional Use**, approval shall be granted upon findings of compliance with Sections 6–11 of this Ordinance and the City’s general conditional use criteria (**New Richland City Code §1040.09**).
- (c) **Site Standards.**
1. **Setbacks/Buffering.** Shall be compliant with setbacks allowed by the current zoning of the building being utilized.
 2. **Parking & Access.** Off-street parking for residents and service vehicles; safe pedestrian access; emergency vehicle access; compliance with fire code.
 3. **Capacity.** Maximum occupancy is as approved in the license and consistent with applicable housing standards and egress capacity (fire code).
 4. **Full compliance with all provisions of the City’s Municipal Code, including, but not limited to, the City’s nuisance property Ordinances.**
 5. **Subject property must be in good standing regarding the payment of any governmental permit fees, utility fees, and the payment of real estate taxes and or assessments.**

Section 6. City Bunkhouse License (Annual).

(a) **License Required.** No person may operate a bunkhouse unless the City issues an **Annual Bunkhouse License** for the site and structure.

(b) **Application.** The operator shall file an application with the City Clerk including:

1. Site plan and floor plan (sleeping areas, sanitation, kitchen, laundry, egress, fire safety).
2. Expected occupancy and worker profiles (H-2A/non-H-2A).
3. Fire/life safety compliance documentation;
4. Water supply and sewage disposal documentation;
5. Management plan (house rules, complaint process, posting, maintenance);
6. Contact persons for 24/7 response;
7. Insurance and bond (if required by City Council resolution).
8. The payment of any fees required for the application.

(c) **Fees.** License fees shall be set according to the City's Fee Schedule, as it is amended from time to time.

(d) **Term & Renewal.** Licenses expire annually on **the 31st of May** and may be renewed upon showing continued compliance with this Ordinance and all applicable standards. The renewal fee shall be set according to the City's Fee Schedule, as it is amended from time to time.

(e) **Denial/Suspension/Revocation.** The City may deny, suspend, or revoke a license for noncompliance, misrepresentation, violation of the City's Municipal Code, or failure to maintain standards as set forth herein and as set forth pursuant to any Local, State, or Federal Laws or Rules or Regulations, following notice and hearing per Section 11.

Section 7. Pre-Occupancy Inspection; Certificate of Occupancy.

(a) **Pre-Occupancy Inspections Required.** The operator shall obtain all required **pre-occupancy housing inspections** and approvals **before any worker occupies the housing**, including:

1. **MSPA compliance**, demonstrated by inspection under applicable federal standards (OSHA 29 C.F.R. § 1910.142 or ETA standards), where applicable;
2. **City inspections** for life safety, building, and zoning compliance.

(b) **City Certificate of Occupancy.** Upon satisfactory inspections, the City shall issue a **Certificate of Occupancy for Bunkhouse Housing**, stating the **maximum occupancy**, effective [seasonal dates].

(c) **Posting.** The Certificate shall be **posted conspicuously** in the housing and maintained current at all times, consistent with MSPA disclosure requirements.

Section 8. Minimum Standards (Incorporation by Reference).

(a) **Standards Hierarchy.** Bunkhouse housing shall **meet or exceed** the most protective of:

1. **ETA/H-2A Housing Standards (20 C.F.R. part 654, subpart E)**, when applicable and as amended from time to time;
2. **City Building/Fire Codes** (Minnesota State Building/Fire Code as adopted by the City and as amended from time to time).

(b) **Operations & Maintenance.** Operators shall:

1. Maintain facilities in sanitary, safe condition;
2. Provide potable water, adequate sewage disposal, and refuse service;
3. Ensure safe heating, ventilation, and electrical systems;
4. Provide one bed per occupant and sufficient floor area and egress consistent with the standards above;
5. Keep common kitchens, bathing, toilets, and laundry facilities functional and clean;
6. Implement pest control;
7. Maintain unobstructed exits and posted emergency procedures.
8. Ensure that the operation does not violate any Local, State, or Federal rules, regulations, codes, or statutes.
9. Ensure that the operation is fully compliant and in good standing with regard to payment of any city-related taxes, assessments, or utilities.

(c) **Transportation & Disclosure (if provided).** If the operator transports workers or collects housing charges, the operator shall comply with MSPA transportation and disclosure requirements, including truthful written terms and receipts.

Section 9. Worker Notices; Records.

(a) **Posting Requirements.** Operators shall post:

1. The City Certificate of Occupancy and **maximum occupancy**;

2. House rules and emergency contacts;
3. A notice of worker rights and complaint procedure consistent with MSPA;
4. Any MDH permit and inspection summaries, if required.

(b) **Recordkeeping.** Operators shall maintain for **three (3) years**:

1. License and inspection records;
2. Occupancy logs;
3. Maintenance/repair logs;
4. Any MSPA disclosures/receipts related to housing charges (if any).

Section 10. Complaints; Inspections; Enforcement.

(a) **Complaint Intake.** The City Administrator shall receive complaints regarding housing conditions and coordinate with MDH and DOL/WHM as appropriate.

(b) **Administrative Orders.** The City may issue orders to correct violations, stop-occupancy (if imminent health/safety hazard), and assess **administrative penalties** as authorized by City Code.

(c) **Coordination with State/Federal Agencies.** The City may refer violations and cooperate with **MDH** and **DOL/WHM** regarding MSPA enforcement.

(d) **Penalties.** Violations shall be subject to **administrative citations, civil penalties, or misdemeanor prosecution** as allowed by City Code and state law. Remedies include license suspension/revocation and denial of future licenses. Any violation of the terms and conditions of this Ordinance shall constitute a misdemeanor offense and be subject to a fine of up to \$1,000, incarceration of up to 90 days in the County Jail, and/or both. A separate violation shall occur for each such day that a violation exists.

Section 11. Appeals.

An operator may appeal a license action or administrative order to the **City Council** within **30 days** of notice. The Council shall hold a hearing and issue a written decision. This local appeal does not limit state or federal enforcement rights.

Section 12. Non-Retaliation.

Operators shall not discharge, evict, or retaliate against workers for good-faith complaints regarding housing conditions or for cooperation with inspections, consistent with MSPA anti-retaliation provisions.

Section 13. Severability.

If any provision of this Ordinance is found invalid, the remainder shall remain in effect.

Section 14. Effective Date.

This Ordinance takes effect upon **publication** as provided by law.

Passed by the City Council of the City of New Richland, Minnesota, this ___ day of _____, **2026.**

Dated this _____ day of _____, 2026.

Janda Ferguson, Mayor

ATTEST:

Tyler T. Lendt, City Administrator

Good evening Mayor, Council Members, and residents of New Richland,

Thank you for the opportunity to speak tonight.

As you consider the proposed bunkhouse ordinance, I respectfully ask that decisions be grounded in facts, not fear or assumptions. Change—especially when it involves housing and new populations—can bring concerns, but it’s important that those concerns are addressed with accurate information and a clear understanding of the law.

H2-A workers are here legally, filling essential roles that support our local agricultural economy. The housing being discussed is part of a federally regulated program with established standards and oversight.

It’s also critical to remember that housing decisions must comply with the Fair Housing Rules and Regulations. These laws exist to ensure that individuals are not treated differently based on protected characteristics.

The federally & state protected classes include:

- Race
- Color
- National Origin
- Religion
- Sex (including gender identity and sexual orientation)
- Familial Status (presence of children under 18)
- Disability
- Marital Status

These protections mean that decisions and actions—whether by municipalities or individuals—cannot be based on who people are, where they come from, or assumptions about them. They must be based on legitimate land use considerations such as safety, density, sanitation, and compliance with local and state regulations.

In February’s city council meeting, we provided answers to a few questions that we know the public may have. I would like to take a moment to address these questions.

Common Community Concerns:

When changes to occupancy standards are discussed, it is natural for questions to arise. We would like to proactively address the most common concerns.

1. Parking & Traffic

Concern: Increased vehicles and congestion in residential neighborhoods.

Response: Parking will be managed through designated off-site spaces at Holland Ag Worker transportation is provided with employer provided vehicles. Workers will be car-pooling together in two separate work-shifts.

This is not comparable to 23 unrelated tenants each with separate vehicles. Parking will be managed through designated off-site spaces at Holland Ag

The proposed use is therefore consistent with or less impactful than prior commercial uses of the property, such as a laundromat, which historically generated higher customer turnover and traffic volume.

2. Property Values

Concern: High occupancy may negatively affect nearby property values.

Response: The property will be maintained to inspection standards that exceed standard rental requirements.

For the past five years, this property has been in a state of disrepair. It has not been a contributing asset to the neighborhood or the community during that time.

What's being proposed now is a significant change for the better. The property is currently being renovated, with the intent of bringing it back into safe, livable condition and putting it to productive use again. This investment improves the structure itself, enhances the appearance of the neighborhood, and helps return a previously underutilized property to the local housing supply. I understand that change can raise questions, but it's important to recognize the positive impact of reinvestment and rehabilitation. A vacant or deteriorating property benefits no one. A restored, maintained, and properly managed property does.

Responsible management and oversight will continue — consistent with our record managing 11 properties within city limits. As well as partnership of Holland Ag managing its workers. The property will be actively managed to ensure compatibility with neighboring properties measures include:

- On-site management and supervision to ensure compliance with house rules and occupancy standards
- Establishment of quiet hours to reduce noise impacts, particularly during evening and early morning hours
- Regular property maintenance and cleaning schedules to ensure the site remains orderly and well-kept

Occupants are part of a structured employment program and are subject to employer oversight, which contributes to orderly behavior and accountability

Poorly maintained properties affect values — not lawful, inspected housing.

In closing, we encourage the council and community members to focus on objective standards: proper management plans, health and safety compliance, and how this housing solutions can be integrated responsibly into our community.

New Richland has a strong tradition of fairness, hard work, and supporting the industries that sustain us. This is an opportunity to continue that tradition—by making informed, lawful, and fair decisions that reflect both our values and our responsibilities.

Thank you for your time and consideration.

Ambulance Report May 2026

Crew: Brianna has been doing student hours and is really enjoying it. She has already had 4 calls which normally doesn't happen when people start so that is good.

The crew that come from out of town come and do their laundry at my place. I want to see we can look into a stackable washer and dryer the ambulance. We will be able to wash the sheets we use for the ambulance and the city would be able to wash the towels that they wash in it. I found one at Lowes for \$1,484. I know Heather had bought one for People's and it was cheaper than this one I believe. This would help out a lot with those that stay her with bed linen and also the sheets from ambulance calls.

Sara Jo and I both have our CPR instructor due. That is \$60 a piece so \$120 altogether. I would like to continue to have our instructor license as we can keep everyone certified in-house and not have to send them somewhere and pay \$75.00 per person to get recertified.

Equipment: Update on the cot, we still have not received everything for our cot. We have the power load system just waiting on the cot. I should have a better update at council on Monday.

Director: Still working on keeping up on email and communication with dispatch and crew. The schedule is a daily task that I must work on. Whether I am searching for someone to help cover or making an email is sent so there is no delay in response.

Thank you,

Sarah Sundve
New Richland Ambulance Director

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GE Electric Stacked Laundry Center with 3.8-cu ft Top load Washer and 5.9-cu ft Dryer (White)

Item #1021553 | Model #GUD27ESSMWW

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500+ bought last week

2-Day Delivery

Now \$1,484.00 ~~\$1,649.00~~

OR

\$124 / month

Suggested payments with 12 month special financing. Ltd time. Learn How

You save \$165.00 | Ends May 6

Additional Payment Options

\$1409.80 When you choose 5% savings on eligible purchases every day. Learn How

As low as 0% APR for \$89.13/mo Learn How

As low as \$93/mo or 0% APR with affirm. See If You Qualify.

Manufacturer Color/Finish: White

Feedback





\$1,484.00



\$1,574.00

Width (Inches): 26.75

23.75

26.75

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Pickup

Unavailable

Delivery

Thu, May 7

91 Available

FAST Delivery to 55369

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GE Electric Stacked Laundry Center with 2.3-cu ft Top load Washer an...

★★★★☆ 5778



GE Electric Stacked Laundry Center with 3.8-cu ft Top load Washer an...

★★★★☆ 10638

Electrolux L Stacked La...

★★★★☆



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Overview

At GE Appliances, we bring good things to life. Our goal is to help people improve their lives at home by providing quality appliances that were made for real life. Whether it's enjoying the tradition of making meals from scratch or tackling a mountain of muddy jeans and soccer jerseys, GE Appliances are crafted to support any and every lifestyle in the home.



- Rotary-electromechanical dryer controls - allow fast, easy cycle selection
- 11 wash cycles - cycles are designed to specifically handle various fabrics and soils
- 6 wash/rinse temperatures - select the right temperature for ideal wash results
- 1 wash/spin speed combination - speeds are matched to fabric type for great clothes care
- Auto-load sensing with 4 water levels - washer will automatically measure the load size and add just the right amount of water
- Rotary-electronic controls (washer) - simplify cycle selection
- Washer hoses included; 240V power cord sold separately
- Automatic Dry Control
- 120 Volt Washer

CA Residents:  [Prop 65 Warning\(s\)](#) 

Product Features

Specifications

General			
Appliance Color/Finish	White	Number of Rinse Temperatures	6
Manufacturer Color/Finish	White	Number of Wash Cycles	11
Sub-Brand	N/A	Washer Tub Material	Stainless
Power Source	Electric	Dryer Drum Material	Aluminum alloy
Control Type	Dial	Number of Drying Cycles	4
Venting Type	Vented	Washer Load Type	Top load
Number of Temperature Selections	6	Dryer Load Type	Front load
Number of Rinse Cycles	2		

Dimensions			
Depth with Door Closed (Inches)	30.875	Washer Capacity (Cu. Feet)	3.8
Depth with Door Open (Inches)	47.5	Weight (lbs.)	249
Dryer Capacity (Cu. Feet)	5.9	Width (Inches)	26.75
Height (Inches)	75.875	Depth Type	Closet depth
Size	Medium		



 Features

Air Dry/Air Fluff Cycle	Yes	Permanent Press Cycle	No
Allergen/Sanitary Cycle	No	Programmable Wash Cycles	No
Anti-Vibration	No	Quick/Express Cycle	Yes
Automatic Detergent Dispenser	No	Sensor Dry Cycle	Yes
Automatic Temperature Control	Yes	Silk Cycle	No
Bulky/Large Items Cycle	Yes	Soak Cycle	Yes
Child Safety Locks	No	Soft Close Lid	No
Compact	No	Steam Cycle	No
Custom Program Cycle	No	Timed Dry Cycle	Yes
Customizable	No	Touch-Up Cycle	Yes
Delay Start	No	Towels Cycle	No
Delicate Cycle	Yes	Two-Piece Agitator or Impeller	Agitator
Dispensers	Bleach; fabric softener	Volts	240
Dryer Power Cord Included	No	Washer Power Cord Included	No
End-of-Cycle Signal for Dryer	No	Water Levels	Adaptive Fill + 4 levels
Energy Efficient Cycle	No	Whites Cycle	Yes
Extra Power	No	Wool Cycle	No
Fill and Drain Hoses Included	Fill hoses included	Power Clean	No
Handwashable Cycle	No	Remote Start	No
Heat Pump	No	Wrinkle Free Cycle	Yes
Heavy Duty Cycle	Yes	LP Conversion Kit Included	No
High Efficiency	No	Direct Drive	No
Interior Lighting	No	Long Vent	No
Lowe's Exclusive	No	Condenser	No
Odor Blocking	No		

 Warranty

Warranty	1-year limited		
----------	----------------	--	--



 Certifications

CA Residents: Prop 65 Warning(s)	 Prop 65 WARNING(S) -	Safety Listing	UL safety listing
ENERGY STAR Certified	No	ADA Compliant	No

 Miscellaneous

UNSPSC	52141600		
--------	----------	--	--

 Check out the [Best Selling Stacked Laundry Centers](#) on Lowes.com

Manuals & Documents

Reviews  4.2 (12520)

Community Q & A

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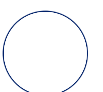
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NEW RICHLAND FIRE DEPARTMENT MONTHLY COUNCIL REPORT

April 2026

3 Fire Calls

2 Medical Calls

This month's training was an LP Burn



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

May 11th, 2026 Council Meeting

Activity/Calls for Service

The New Richland Police Department responded to **97** calls for service for the month of April.

Total Calls through April 2026 : 400

Total Calls through April 2025 : 519

(10 assist other agency, 25 lock check/directed patrol, 27 traffic stops, 5 animal complaints, 4 suspicious circumstance)

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 April

- POST License renewal for Officer DeRaad

Information

- N/A

Training & Education

- N/A

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:nrpdc@cityofnewrichlandmn.com)

Purchases/Annual Renewals

- iCrimeFighter Access (evidence system)
- CIS/MCS Maintenance Annual Fee

Squad Maintenance

- 270- Oil/air filter change, serpentine belt replacement

Equipment

- N/A

Upcoming Events / Important Items

- End of year Water Balloon fight at NRHEG- May 29th

Respectfully Submitted,

Tanyce Bruegger, #261
Chief of Police

New Richland City Council

11 May 2026

New Richland Care Center

Operations:

Average Census

(Annual Average = 35.93); February = 37.29; March = 36.03; April = 35.60

	February =	March =	April =
Managed Care	4.00	4.00	3.83
Medicaid	24.96	24.42	22.0
Medicare A	2.54	2.68	4.00
Private	5.79	4.94	5.77

Financial:

	Revenue	Expense	Income
January	445,004	425,380	19,624
February	438,570	444,557	(5,987)
March	473,217	476,376	(3,160)

Staffing:

Require fewer agency hours helps us meet our goals. Our resident mix seems to consist of several people at higher levels of care (^\$\$) and a similar number receiving lower levels of care (v\$\$). Our middle numbers seem to fluctuate weekly, consisting of our short stay residents (^\$\$).

Other

Celebrating National Nursing Home Week this May 11th through the 15th. Music, games, food and fun throughout the week. Thank you to those who contributed to our celebratory week!

We will be working on our Emergency Preparedness Plan this summer, MN is pressing for increased community involvement, and creation of a more concise plan.

Date: May 6, 2026

To: City of New Richland

From: Shell Johnson, Operator

O & M Report: April 2026

Wastewater Operation & Maintenance

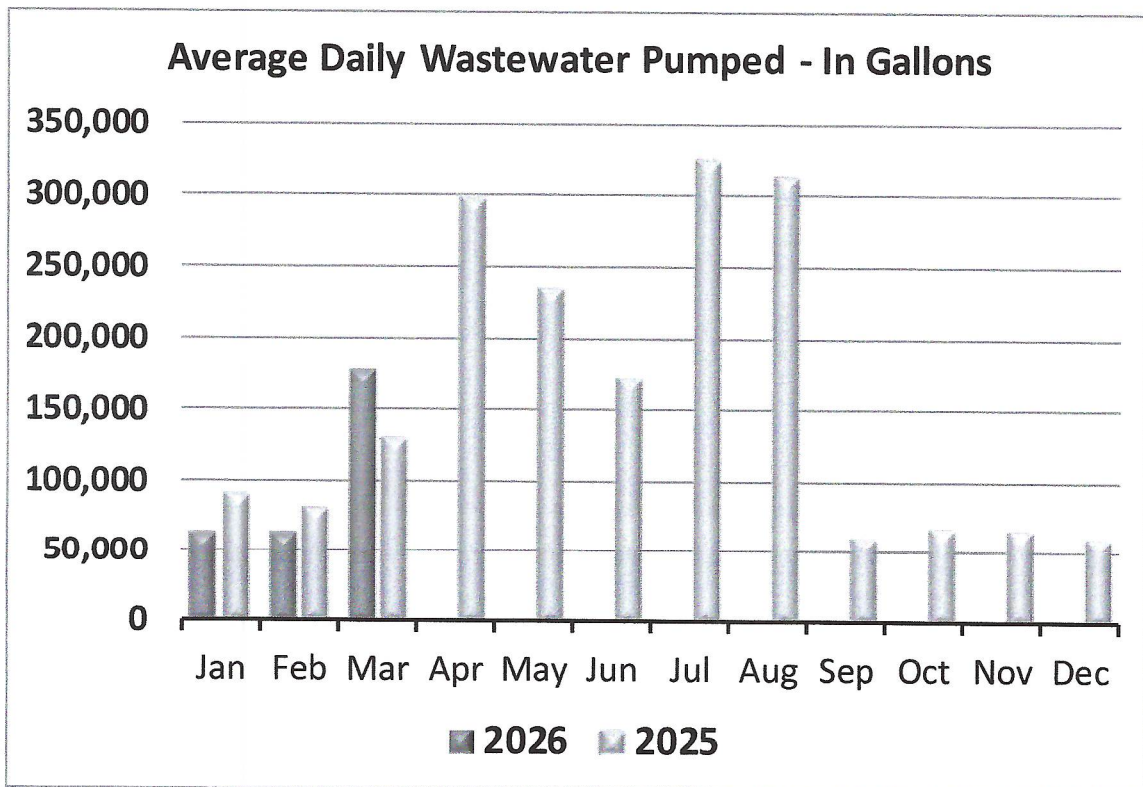
- Wastewater pumped 5,526,000 gallons
- Well pumped 2,094,000 water meters read (Heather will send)
- Rain event April 13th- 1.45 inches rain, 301,000 gallons of waste/water I/I for that day
- All required reports were finished
- All monthly work orders were done on time
- Monthly cyber security was done on time
- Got new regulator/filter for diaphragm pump but it still will not run correctly, will need a service call.
- Ordered manhole cover plugs for the older manholes with holes. There are 3 so far. Will be putting in on Thursday.
- Chlorine and sulphur dioxide are on for summer
- Month of May will be doing chloride samples from specific sites per the chloride variance, will need Raw Water and treated Water samples from the well, which I will set up a day with Eric and I will deliver all to the Lab.

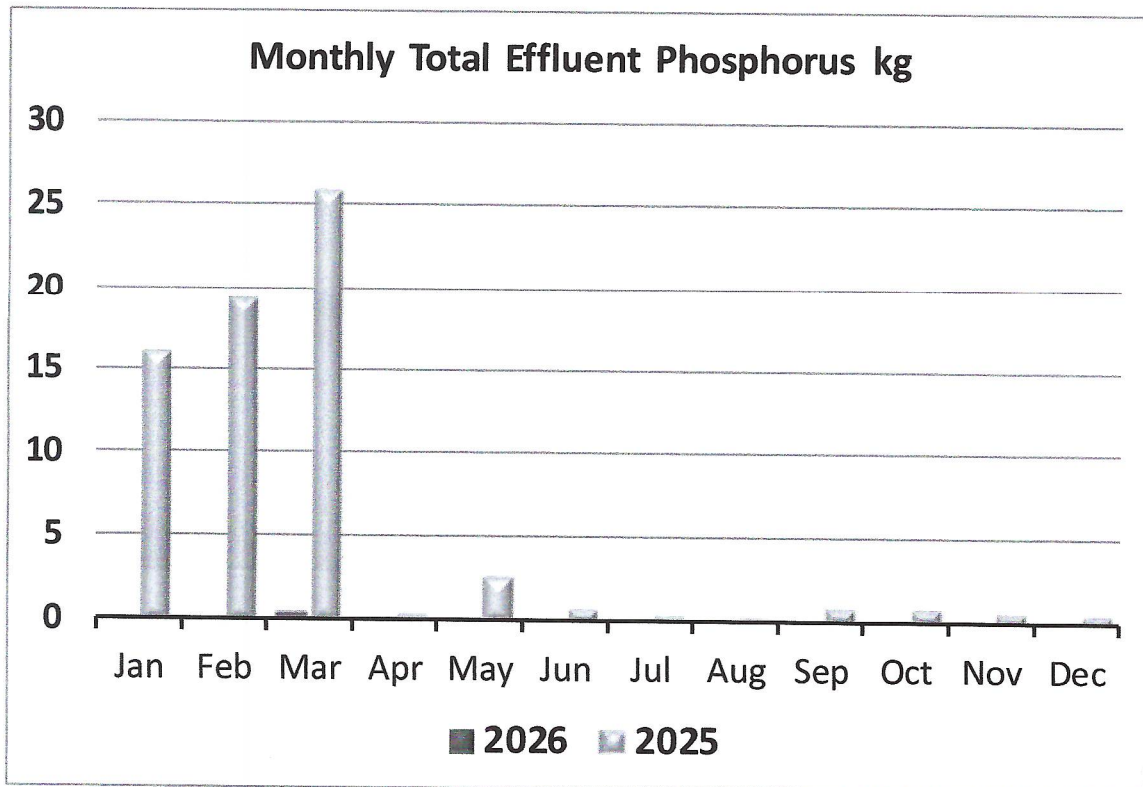
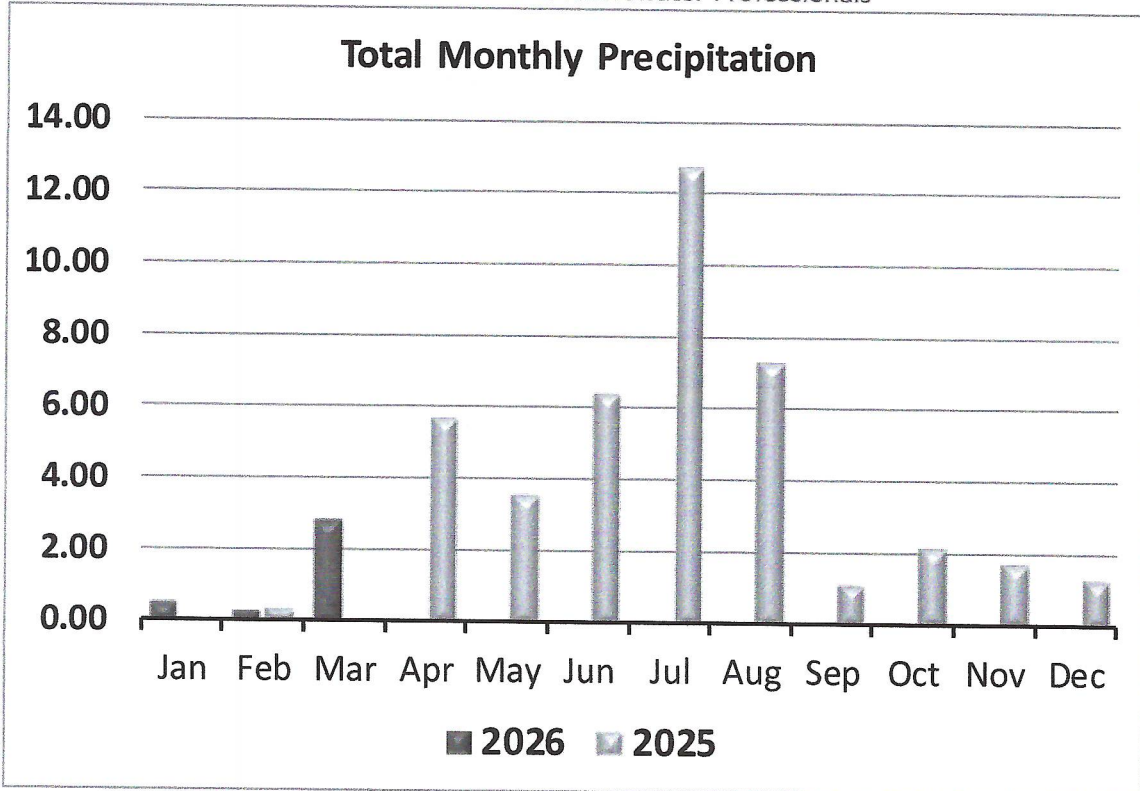
Requests

Metal detector from utility logics- this will only be used in the city of New Richland

Diaphragm pump service check, will let city know of costs for any repairs if needed.

Chlorine/Sulphur Dioxide room alarms/ Do these alarms call out to alarm system





Water	Units	February-26	January-26	February-25
Wastewater				
CBOD				
CBOD Influent	mg/L	231	241	191
CBOD Influent Design	mg/L	338	338	338
CBOD Effluent	mg/L	1.8	1.3	1.7
CBOD Effluent Permit Limit	mg/L	15	15	15
CBOD kg/day	kg/day	0.6	0.4	0.7
CBOD kg/day Permit Limit	kg/day	34	34	34
CBOD % Removal	%	99%	99%	99%
CBOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent	mg/L	251	1,400	586
TSS Influent Design	mg/L	365	365	365
TSS Effluent	mg/L	1	4	4
TSS Effluent Permit Limit	mg/L	30	30	30
TSS kg/day	kg/day	0.3	0.4	1.5
TSS kg/day Permit Limit	kg/day	68	68	68
TSS % Removal	%	97%	99%	98%
TSS % Removal Permit Limit	%	85%	85%	85%
Phosphorus				
Phos Influent	mg/L	3.85	5.56	4.80
Phos Effluent	mg/L	0.85	0.89	2.21
Phos Effluent Permit Limit	mg/L	monitor only	monitor only	monitor only
Phos Effluent Monthly Total	kg	0.00	0.00	19.27
Phos Effluent kg Per Year	kg	168.10	181.51	113.38
Phos Effluent kg Per Year Total Limit	kg	829.00	829.00	829.00
Fecal Coliform				
Fecal Effluent	ml	N/A	N/A	N/A
Fecal Effluent Permit Limit	ml	N/A	N/A	N/A
Dissolved Oxygen				
DO Effluent	mg/L	6.02	5.83	5.22
DO Effluent Permit Limit	mg/L	monitor only	monitor only	monitor only
Effluent Flow				
Average Daily	gallons	65,000	64,000	82,000
Maximum Daily	gallons	104,000	113,000	110,000
Total Monthly	gallons	2	1,975,000	2,304,000
Precipitation Monthly Total	inches	0.30	0.52	0.35
Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$7,968.00	\$571.00	7%	17%
Total	\$7,968.00	\$571.00	7%	17%

10:23



 **Pollardwater**



[Home](#) > [Tools](#) >

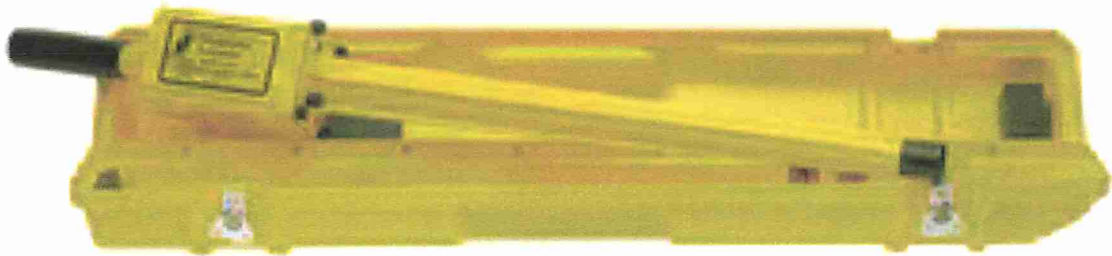
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Schonstedt By Radiodetection, LLC GA-72Cd
Magnetic Locator

SCHONSTEDT[®] 
from **RADIODETECTION**



10:24



 **Pollardwater**



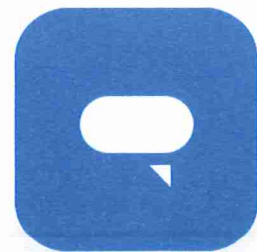
Schonstedt by Radiodetection, LLC GA- 72Cd Magnetic Locator with Hard Case

Part #SGA72CD | Item #1433072

\$1,419.00 each

Power Source:

Battery



10:25



 **Pollardwater**



Product Details

- Easy-to-use - the GA-72Cd locator detects the magnetic field of iron and steel objects
- Most popular for UXO and demining applications
- Audio and visual output
- Battery and sensitivity indicators
- 4 Levels of sensitivity
- 3-Digit LCD readout
- Signal strength and polarity indications
- HeliFlux® sensors
- Rugged, modular construction, with high performance components

Documents

[Specification](#)

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10:25



 **Pollardwater**



high performance components

Documents

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Specifications

Application

Detection

Average Life

60

Battery Size

9V

[View All Specifications](#)





City of New Richland Maintenance & Utilities Council Report

May 2026

PROJECTS COMPLETED

- 0 Blue cards were issued to residents this month.
- 0 Shut offs, due to lack of payment of blue cards.
- Weekly maintenance of Legion Field, City Park, City Hall, City Shop, Library, Water Plant, and St. Olaf Lake.
- Flushed hydrates 4/16/2026
- Burned the dump 4/30/2026
- J and R exercise valves compete
- Put sand down at the beach
- Turn water on at the Legion Field 4/13/2026
- Storm sewer was blocked on Broadway and 2nd by a case of empty beverages, causing the flooded street. Affordable jetting came to clear the blockage.
- Caren Fence came to look at the fencing at the Baseball field and Softball field, that was pushed up from frost. Whating to hear back from them.
- Put out ropes and raft at the park
- Thein Well did their annual check of the well, both wells were the same as last year.
- Planted 130 shrubs on south elm to eliminate erosion and block the snow.
- W W Blacktop patched and milled 1st st NW

FUTURE PROJECTS

- Started with the water plant updates and controls 7/1/25, accepted to be done on 9/16/25
- Turn water on at the St Olaf lake

Respectfully Submitted: *Eric Hendrickson*, Maintenance & Utility Supervisor

City of New Richland

Water System Monthly Report
 Month: April Year: 2026

I. Water System / Monthly Pumpage / Performance

Well No. 1

Total Monthly Pumpage	Gals/Month	0
Average Daily Pumpage	Gals/day	0
Maximum Daily Pumpage	Gals/day	0
Total monthly hours	Hrs./month	0
Well Efficiency (GPM)	Gals/min	0

Well No. 2

Total Monthly Pumpage	Gals/Month	
Average Daily Pumpage	Gals/day	
Maximum Daily Pumpage	Gals/day	
Total monthly hours	Hrs./month	
Well Efficiency (GPM)	Gals/min	250

Well No. 3

Total Monthly Pumpage	Gals/Month	2,094,000
Average Daily Pumpage	Gals/day	69,800
Maximum Daily Pumpage	Gals/day	222
Total monthly hours	Hrs./month	153
Well Efficiency (GPM)	Gals/min	250

Total Combined Monthly Pumpage	Gals/Month	2,094,000
Average Combined Daily Pumpage	Gals/day	69,800
Total Combined Monthly Hours	Hrs./month	153
Booster Pump 1 Monthly Hours	Hrs./month	144
Booster Pump 1 daily Avg. Hours	Hrs./day	4.8
Booster Pump 1 efficiency (GPM)	Gals/min.	250
Booster Pump 2 Monthly Hours	Hrs/month	
Booster Pump 2 Daily Avg. Hours	Hrs/day	
Booster Pump 2 efficiency (GPM)	Gals/min	250
Total Chlorine Consumption	Lbs./month	53.7
Average Chlorine daily Consumption	Lbs./day	1.79
Total Fluoride Consumption	Gals/month	.0
Average Fluoride daily Consumption	Gals/day	.0

New Richland Water Usage 2026

	First	Well 2	Well 3		Total
Jan	49848	2,097,000			2,097,000
Feb			1,838,000		1,838,000
Mar			2,187,000		2,187,000
Apr			2,094,000		2,094,000
May					
June					
July					
Aug					
Sep					
Oct					
Nov					
Dec					
	last				
total					

Sign/

Date/



Drinking Water Protection
Section
P.O. Box 64975
St. Paul, Minnesota 55164-0975

Fluoridation Monthly Report (Population Less Than 3300)

PWSID#

Month & Year

Name of Facility	Street	City
------------------	--------	------

Zip	Operator Contact Phone #	Water Source(s)
-----	--------------------------	-----------------

Fluoride Chemical Used:	Raw Water Fluoride Concentration		
Dilution (if applicable): %	Well #	mg/l	Well # mg/l

Operator Name(Print)	Signature 
----------------------	--

Date	Meter Reading (1000 gal.)	Pumpage (1000 gal.)	Amount of Solution or Compound Used Per Day (gal./lbs.)	Fluoridation Analysis	
				Tested Fluoride Concentration (mg/l)	Sampling Point on Distribution System
Week	1	2	3	4	5
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
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31					

**INSTRUCTIONS FOR FILLING OUT THE
FLUORIDATION MONTHLY REPORT (Population Less Than 3300)**

**Column
Number**

- 1** **Weekly (at least) water meter reading in thousands of gallons.**

- 2** **Pumpage in thousands of gallons: current meter reading minus the previous meter reading.**

- 3** **The total number of gallons of fluoride solution used or the total pounds of fluoride compound used if you are using sodium silicofluoride.**

- 4** **Your tested fluoride concentration of the treated water. These tests are to be performed at least once each calendar week. Do not composite samples.**

- 5** **Sample location: the sample is to be taken on the distribution system and at different locations each time.**

NOTE: THE RAW WATER FLUORIDE CONCENTRATION SHOULD BE TESTED MONTHLY.

COMMENTS:

Option 1 - Mail the report to:

**Minnesota Department of Health
Community Water Supply Unit
P.O. Box 64975
St. Paul, MN 55164-0975**

Option 2 - Email the report (as an attached file) to: health.report-fluoride@state.mn.us

Additional fluoride forms can be found at Community Public Water Supply Forms (<https://www.health.state.mn.us/communities/environment/water/com/com.html>).

CITY OF NEW RICHLAND

*Check Summary Register©

FEBRUARY 2026

Name	Check Date	Check Amt	
10100 GENERAL CHECKING			
5813e ISOLVED	02/10/26	\$5,560.70	2-10-2026 AMBULANCE
5814e MN CHIEFS OF POLICE ASSOC.	02/10/26	\$278.10	ANNUAL MEMBERSHIP
5815e BEST WESTERN KELLY INN	02/10/26	\$481.38	SCHOOLING/HOTEL
5858e KWIK TRIP	02/02/26	\$175.00	GAS
5859e COMPANION LIFE INSURANCE	02/02/26	\$360.28	SUPPLEMENTAL BENEFITS
5860e AMAZON.COM	02/03/26	\$61.99	LADDER RACKS ON TRUCK
5861e MJM MEDICAL DIRECTION CONSORTIUM	02/03/26	\$500.00	FIRE MEMBERSHIP
5862e AMAZON.COM	02/05/26	\$26.98	INK FOR PRINTER
5863e AMAZON.COM	02/05/26	\$36.97	CALCULATORS
5864e STEELE-WASECA COOP ELECTRIC	02/05/26	\$48.96	ST. OLAF ELECTRIC
5865e MJM MEDICAL DIRECTION CONSORTI	02/06/26	\$1,800.00	AMBULANCE MEMBERSHIP
5866e STATE BANK OF NEW RICHLAND	02/06/26	\$25.00	TRANSFER FEE FOR BOND PMT
5867e HEALTH EQUITY	02/09/26	\$2.00	HEALTH INSURANCE
5868e XCEL ENERGY	02/09/26	\$1,410.45	ELECTRIC
5869e POSTMASTER	02/10/26	\$156.00	STAMPS FOR MAILINGS
5870e QUILL CORPORATION	02/12/26	\$142.81	CLEANING SUPPLIES
5871e Pro-Vision USA	02/17/26	\$102.00	BODY CAMERA
5872e HEALTH EQUITY	02/17/26	\$266.68	HAS
5873e AMAZON.COM	02/18/26	\$37.34	LADDER RACKS
5874e DEPARTMENT OF NATURAL RESOURCE	02/18/26	\$140.00	MEMBERSHIP FEE
5875e POSTMASTER	02/18/26	\$388.50	UTILITY BILL MAILINGS
5876e Consolidated Communications	02/19/26	\$61.53	TELEPHONE @ PLANT
5877e TRIZETTO PROVIDER SOLUTIONS	02/20/26	\$46.00	AMBULANCE COMPUTER EXPENSE
5878e U.S. BANK EQUIPMENT FINANCE	02/25/26	\$165.00	METRO PRINTER PAYMENT
5879e STATE BANK OF NEW RICHLAND	02/28/26	\$1.00	MONTHLY SERVICE CHARGE
5880e PANTHEON COMPUTER SYSTEMS	02/03/26	\$1,038.00	DEPUTY CLERK LAPTOP/DOCKING STATION
5881e PANTHEON COMPUTER SYSTEMS	02/03/26	\$1,610.00	DEPUTY LAPTOP
5882e PANTHEON COMPUTER SYSTEMS	02/03/26	\$2,072.34	ONBOARDING
5883e PANTHEON COMPUTER SYSTEMS	02/09/26	\$1,930.00	ONBOARDING
5884e MN ENERGY RESOURCES CORP	02/11/26	\$1,024.69	GAS
5885e MN ENERGY RESOURCES CORP	02/10/26	\$1,675.88	SHOP
5886e AMPION	05/07/26	\$406.40	302810968 - 220 ASPEN AVE S
5887e ASSURITY	05/07/26	\$220.60	SUPPLEMENTAL BENEFITS
5888e MIDCO	05/07/26	\$183.64	PHONE/INTERNET
5889e PERA	02/12/26	\$2,719.63	02-11-2026 PAYROLL
5890e MIDCO	02/17/26	\$74.34	PHONE/INTERNET
5891e ASSURITY	02/19/26	\$220.60	SUPPLEMENTAL BENEFITS
5892e MN DEPT OF HEALTH	02/19/26	\$3,475.00	
5893e PERA	02/25/26	\$2,857.93	02-25-26 PAYROLL
5894e EMS REGUALTORY BOARD	05/07/26	\$251.29	AMBULANCE LICENSE PAYMENT
5895e VERIZON WIRELESS	02/25/26	\$377.10	CELL PHONES
5896e PAYA SERVICES	02/27/26	\$14.00	RTRN FEE
5897e ISOLVED	02/10/26	\$15,510.74	021126-PAYROLL
5898e ISOLVED	02/24/26	\$15,650.04	02-25-2026 PAYROLL
5899e HARTFIEL	02/12/26	\$147.48	WATERPLANT PARTS
5900e STATE BANK OF NEW RICHLAND	02/13/26	\$335.47	RETURNED PMTS
30432 STATE BANK OF NEW RICHLAND	02/05/26	\$850.00	2025 STREET PROJECT-US BANK
30433 ALDEN POOL & MUNICIPAL SUPPLY	02/09/26	\$4,796.04	CHLORINE GAS ALARM
30434 ANCOM	02/09/26	\$1,395.88	RADIOS
30435 ARNOLDS OF ALDEN	02/09/26	\$174.75	SKID STEER/MAINT TRUCK
30436 BOLTON & MENK	02/09/26	\$5,412.00	PROJECT MAILING & POSTAGE
30437 BUDACH IMPLEMENT	02/09/26	\$431.49	KEROSENE, WATER SHUT OFF TOOLS
30438 CENTRAL FARM SERVICE	02/09/26	\$327.50	VEHICLE MAINTENANCE
30439 DELANE NELSON	02/09/26	\$270.20	GENERATOR AT PUMP HOUSE

CITY OF NEW RICHLAND

*Check Summary Register©

FEBRUARY 2026

Name	Check Date	Check Amt	
30440	DEPT. OF HUMAN SERVICES	02/09/26	\$28,261.90 ECPN PAYMENT CARE CENTER-FEB
30441	FERNO-WASHINGTON, INC.	02/09/26	\$1,775.20 TEMPUS PRO KIT
30442	HAWKINS WATER TREATMENT GROUP	02/09/26	\$2,294.93 CHEMICAL/SPRAY
30443	HOLLAND AG	02/09/26	\$2,714.32 PUMPED WATER AT CITY TREATMENT CENTER
30444	L & D AG SERVICE	02/09/26	\$12.00 SAMPLES
30445	LAW ENFORCEMENT LABOR SERVICES	02/09/26	\$110.42 J. JOHNSON
30446	LOKEN EXCAVATION & DRAINAGE	02/09/26	\$2,079.68 GRAVEL/ROCK
30447	MID-AMERICA BACKFLOW PREVENTER	02/09/26	\$3,719.00 MAINTENANCE
30448	RENT N SAVE PORTABLE SERVICES	02/09/26	\$285.00 St. Olaf
30449	RICHLAND DIESEL, LLC	02/09/26	\$1,192.26 PLOW TRUCK
30450	SO CENTRAL SERVICE COOPERATIVE	02/09/26	\$12,500.00 EXECUTIVE SEARCH SERVICES
30451	STRAIGHT RIVER ELECTRIC, LLC	02/09/26	\$3,785.86 PUMP REPAIR/REPLACEMENT
30452	STREICHER'S	02/09/26	\$741.94 FIRE/POLICE UNIFORM
30453	THOMPSON ELECTRIC	02/09/26	\$19,017.28 PARTIAL #2
30454	THOMPSON SANITATION, INC	02/09/26	\$11,033.75 Garbage
30455	UTILITY SERVICE CO INC	02/09/26	\$2,145.25 PEDISPHERE CITY TANK-MONTHLY
30456	WAGNER FOODS	02/09/26	\$27.16 TRAINING-REFRESHMENT
30457	ZARNOTH BRUSH WORKS, INC.	02/09/26	\$384.00 SWEEPER MAINTENANCE
30458	STATE BANK OF NEW RICHLAND	02/09/26	\$70,968.53 2025 STREETS INTEREST PMT
30459	MOTOROLA SOLUTIONS	02/19/26	\$108,355.83 FIRE & AMBULANCE RADIOS
30460	BLOCK PLUMBING & HEATING	02/25/26	\$262.00 BACKFLOW PREVENTER INSPECTION
30461	BLUE CROSS/BLUE SHIELD	02/25/26	\$3,437.42 HEALTH INSURANCE
30462	BOLTON & MENK	02/25/26	\$10,981.50 STREET PROJECT
30463	CENTRAL FARM SERVICE	02/25/26	\$2,292.80 GAS
30464	CHRISTIAN, KEOGH, MORAN & KING	02/25/26	\$60.00 RADIO LINK LEASE
30465	EARL F. ANDERSON & ASSOC.	02/25/26	\$1,996.25 CONES/STREETS
30466	EMS MANAGEMENT & CONSULTANTS	02/25/26	\$43.00 TRIPS CODED
30467	ETHAN STINNETT	02/25/26	\$100.00 COMMUNITY ROOM RENTAL
30468	FERGUSON WATERWORKS	02/25/26	\$5,343.00 ACADEMY FEE
30469	GENUINE PARTS COMPANY-NAPA	02/25/26	\$263.59 SUPPLIES
30470	HAWKINS WATER TREATMENT GROUP	02/25/26	\$10.00 TESTING/SHIPPING
30471	JOBS PLUS INC	02/25/26	\$102.00 CLEANING CONTRACT
30472	LAW ENFORCEMENT LABOR SERVICES	02/25/26	\$110.42 UNION DUES
30473	LEAGUE OF MN. CITIES	02/25/26	\$1,965.60 LMCIT/MMUA REGIONAL SAFETY GROUPS TRAINIGN
30474	METRO SALES INC	02/25/26	\$4,381.91 DOCUWARE RENEWAL 01/26-12/26
30475	MN CHIEFS OF POLICE ASSOC.	02/25/26	\$585.00 CHIEFS CONFERENCE-EARLY BIRD
30476	MN DEPT OF HEALTH	02/25/26	\$2,005.00 QRTLY AMOUNT
30477	NCPERS Group Life Insurance	02/25/26	\$16.00 ERIC H
30478	NORTHLAND TRUST SERVICES, INC	02/25/26	\$550.00 AGENT SERVICES-2025
30479	PEOPLES SERVICE, INC.	02/25/26	\$14,597.00 WASTEWATER
30480	QUILL CORPORATION	02/25/26	\$150.44 CLEANING SUPPLIES
30481	STATE BANK OF NEW RICHLAND	02/25/26	\$14,279.59 BOND
30482	XCEL ENERGY SOLUTION	02/25/26	\$3,290.86 304156104
Total Checks			\$415,955.39

CITY OF NEW RICHLAND

*Check Summary Register©

FEBRUARY 2026

Name	Check Date	Check Amt
<u>10100 GENERAL CHECKING</u>		
101 GENERAL FUND		\$186,454.08
203 RURAL FIRE FUND		\$45,185.70
305 TIF 1 Debt Service		\$14,829.59
425 2025 STREET RECONSTRUCT		\$88,212.03
601 WATER UTILITY FUND		\$43,911.22
602 SEWER UTILITY FUND		\$29,514.02
603 GARBAGE		\$7,848.75
610 CEDAR POINTE HOUSING		\$0.00
		<hr/>
		\$415,955.39

MEMO

TO: New Richland City Council

FROM: Jason Moran, City Attorney

RE: Radio Link / Tower Issue

DATE: May 6, 2026

Dear Council Members:

On Monday, we will once again be addressing Radio Link and the possibility of entry into a lease for Tower Space. By way of reference, I sent my proposed Agreement to them on April 21. Having heard nothing back from them, on May 1, I followed up with them. Just this morning (May 6) I received the attached proposed Lease Agreement from them. Their agreement differs from mine in some substantial ways.

My version is attached hereto as "Water Tower, Release, and Decommissioning Agreement." Their version is "Wireless Carrier Site Lease Agreement."

In sum, I continue to have a lot of concerns about ambiguity and one-sidedness in their version. Some of my concerns are as follows:

1. What are the ramifications to the City for the Agreement being in Radio Link Internet's name as opposed to how I have proposed it. Radio Link Internet appears to be a "Doing Business As" designation with the Secretary of State's Office. In light of this, my proposal has the lease between the City and Daniel Petsinger, DBA Radio Link Internet. This is important from a legal standpoint because my version binds Petsinger personally in the event that there are events at the tower that Radio Link Internet cannot meet in terms of liability, damage, or decommissioning events. My version essentially gives the city a broader scope of recovery methods. My version serves to better protect the city.
2. Late rental payments. My version covers this, theirs doesn't. Late payment language and penalty provisions should be included in a standard lease.
3. Liability and Damage for Loss. Their version calls for the city to be held liable in certain events but there is no language about them being liable for damage to us. This should be mutual.
4. Access language. Their version contains "easement" language, page 1, section 1. Easement is specifically mentioned. We certainly need to be cautious about

terming access an “easement” as that carries legal rights that the city may not want to convey. I would caution against that language; certainly my version gives clarity to access rights.

5. Term is for 5 years according to their version, my version is “up to 5 years” to accommodate possible early decommissioning.
6. Equipment Rules. My version contains detailed language concerning equipment; their version is not as detailed which can lead to potential disputes/potential issues.
7. Insurance. My version requires them to maintain and provide proof to the city of general liability insurance upon 10 days’ demand. Their version contains no language on time demands. My version requires workers comp insurance and proof of the same; their version is silent as to workers comp. Workers comp should be addressed and there should be a time limit placed on proof demands.
8. My version contains language asking them to provide an inventory within 10 days of signing to ascertain exactly what they have on the tower; their version is silent as to this. I think it would be a good idea to flesh out what is being rented and what is exactly on the tower. This inventory should be a part of the lease to ensure that nothing additional is added in the future.
9. I have a provision in the lease making it absolutely clear that the Tower is owned by the City and Radio Link is renting space solely. Their version contains access, easement, and broader control language. My version tends to protect the city in terms of access and the rights of the parties.
10. Liens. I have section saying that they cannot do anything that would result in the placement of a lien on the tower; their version is silent as to this. This is important because you don’t want someone putting a mechanics lien on the Tower (I actually had that happen once in Madison Lake...a contractor did work on the Madison Lake Tower...contractor didn’t pay a subcontractor, and the sub put a mechanics lien on the tower. My language ensures that no liens can be put on the Tower.
11. My version includes a Release of All Claims. This is important because you all waived the issue of past rent and any past issues and they waived any past claims to essentially put each back to square one. I think this is important to start fresh with no issues outstanding between either party.
12. Decommission Language. My version contains detailed language concerning decommissioning; theirs is much broader and leaves more to potential disputes.

Specifically, what happens if they leave equipment on the tower...who pays to remove it?

In sum, while the new proposed lease from them is better than the one they last proposed, it is still, in my opinion, the opinion of the City Administrator, that it is deficient in many areas whereas my proposed language is more comprehensive and better serves to the protect the City, which is my job.

Your options remain the same as last month: 1) not enter into a lease and require decommissioning of the equipment, 2) continue to negotiate a potential lease, 3) other options as they may be developed at the meeting.

JLM

WATER TOWER LEASE, RELEASE, AND DECOMMISSIONING AGREEMENT

THIS WATER TOWER LEASE, RELEASE, AND DECOMMISSIONING AGREEMENT ("Lease"), is made between City of New Richland, a Minnesota Municipal Corporation, organized under the laws of the State of Minnesota, hereinafter identified as "City" or "Landlord", and Daniel Petsinger, hereinafter identified as "Tenant." Tenant owns and operates Radio Link Internet, operating under an Assumed Name registered with the Minnesota Secretary of State.

WHEREAS, Tenant had a prior Lease Agreement for tower space on the Landlord's Water Tower that expired on July 14, 2018. Tenant is today technically out of contract. The Landlord is under no obligation to enter into a new Lease Agreement but has agreed to enter into this Agreement to allow Tenant time to decommission the site. The parties have met, discussed the fact that Tenant's equipment is still on the Tower and the parties agree that this Agreement shall constitute a full and complete Lease, Release of any and all claims, and Decommissioning Agreement.

1. **Leased Premises.** Landlord hereby leases to the Tenant that space Tenant currently occupies on the Water Tower commencing May 1, 2026. This space which Tenant currently occupies shall constitute the Leased Premises. Tenant shall not intensify his current use or add any additional equipment or antenna to the Water Tower without the express written consent of Landlord.
2. **Term.** The Term of this Lease Agreement shall be for a period of up to five (5) years commencing on May 1, 2026. This lease shall automatically terminate on May 1, 2031. Landlord shall fully and completely have its equipment decommissioned from the Tower by May 1, 2031.
3. **Rental.** Tenant shall pay rent of \$500 per month, commencing May 1, 2026, and continuing each month thereafter until this lease is terminated. Rent is due on the first day of each month. Rent shall be deemed to be late if it is not received by the Landlord on the 15th day of the month. Rent payment shall be mailed directly to the City Administrator at the address indicated in the Notice provision and postmarked prior to the first day of each month. Late rent shall bear interest at the rate of 8% interest per annum until the Tenant has cured the breach.
4. **Equipment Rules.**
 - 4.1 Tenant shall comply with all applicable present and future rules and regulations imposed by any local, state, or federal authority having jurisdiction over transmissions and operations involving telecommunications systems and equipment.

- 4.2. Tenant shall not add equipment to the Tower, increase the quantity of its equipment, or intensify its current level of use at the Tower without the pre-approved express written consent of the Landlord which may be withheld based in the City's sole and exclusive discretion.
 - 4.3. Tenant's equipment shall not interfere with the operation of other operations on the premises.
 - 4.4. Tenant's equipment must meet all local, state, and federal statues, regulations, and codes, including but not limited to, Building Codes, Federal Communication Commission (FCC) Rules and Regulations, Minnesota Department of Health Regulations, and Occupational Safety Health Administration (OSHA) Regulations and requirements.
 - 4.5. Landlord grants Tenant pedestrian access to Tenant's equipment. Landlord shall provide for 24 hour emergency access to the premises and equipment locker. Tenant shall notify landlord of any entry onto the premises for emergencies within 12 hours of emergency entry. Tenant shall use best efforts to enter the tower with 24 hour advance notice to Landlord in non-emergency situations. Tenant and all agents of Tenant shall comply with all local, state, and federal rules and regulations including but not limited to FCC, OSHA, and Minnesota Department of Health Regulations while on site.
 - 4.6. The Tower shall only be used by Tenant to provide line-of-sight internet service to Tenant's customers.
5. **Termination.** Tenant may terminate this lease early by providing sixty (60) days' notice of intent to terminate after one year of execution of this Lease. Landlord may terminate this lease upon Tenant's breach of any provision of this lease. Prior to any termination by Landlord, Landlord must provide 30 days' notice of breach to Tenant and Tenant shall have 30 days to cure said breach. If tenant has not cured the noticed breach within the 30 day cure period Landlord may then terminate this Lease. Upon termination, Tenant shall remove all of its equipment, at its sole cost, from the premises. In the event that Tenant does not remove its equipment upon termination, Landlord shall be entitled to remove the same at Tenant's cost. In such case, Landlord shall invoice Tenant for the removal costs and Tenant agrees to pay the same within 30 days of presentation of the invoice.
6. **Non-Exclusive Lease.** This lease is non-exclusive, meaning that Landlord can rent additional space on the Tower to others some of which may, or may not be, competitors of Tenant.

7. Interference.

7.1 Tenant shall not do or permit any activity upon the premises or the surrounding property which causes or permits physical, electronic, or other interference with the telecommunications facilities, equipment, signal, or operations of other users of the premises. Tenant shall engineer its equipment and signals so as to not cause interference with the facilities, equipment, or signals of others on the premises. If Tenant causes, permits, or allows such interference, Landlord shall have the right to terminate this Lease.

7.2 Tenant shall provide to Landlord a list of frequencies Tenant uses on the Tower within 15 days of execution of this Agreement.

8. Maintenance.

8.1 Tenant shall inspect, maintain, repair and replace all of its equipment at the premises so that the equipment is safe, functional, and in compliance with all local, state, and federal rules of regulations. Tenant shall ensure that all of its equipment on the Tower is maintained in good working order, is clean and organized, is attached appropriately, and has an orderly appearance. The Landlord shall, in its sole discretion, determine whether Tenant is meeting this condition. Tenant shall correct any deficiency within 14 days of being notified of such.

8.2 Tenant shall, upon demand by the Landlord, remove, reinstall, and relocate all of its equipment at Tenant's sole cost to allow for any maintenance, repair, repainting, restoration, or other activity as required by Landlord in Landlord's sole discretion.

8.3 Owner shall inspect, maintain, repair and replace equipment on the Tower and keep the same in good condition in accordance with all local, state, and federal rules and regulations. Owner shall operate the same as the municipal Water Tower.

9. Insurance/Hold Harmless.

9.1 Tenant shall maintain, and keep in full force and effect, worker's compensation insurance on its employees. Tenant shall provide proof of compliance to the Landlord within 10 days of demand by the Landlord. Tenant shall provide a copy of its current policy upon execution of this Agreement.

9.2 Tenant shall additionally maintain and keep in full force and effect general liability insurance of at least \$2,000,000 per event, listing the City of New Richland as an additional insured. Tenant shall provide proof of compliance to the City/Landlord within 10 days of demand by the City/Landlord. Tenant shall provide a copy of its current policy upon execution of this Agreement and additionally provide proof of insurance every 30 days during the term of this Lease.

9.3 Tenant shall indemnify and hold harmless Landlord for any claims, causes of action, losses or damages resulting from the intentional act, omission to act, or negligence of Tenant. Landlord shall indemnify and hold harmless Tenant for any claims, causes of action, losses or damages resulting from the intentional act, omission to act, or negligence of Landlord.

10. **Indemnification.** Tenant shall indemnify and hold harmless Landlord for any claims, injuries, causes of action, losses, liability or damages resulting from the intentional acts or negligence of Tenant. Owner shall indemnify and hold Tenant harmless for any claims, injuries, causes of action, losses, liability or damages resulting from the intentional act or negligence of Owner.

11. **Damage or Destruction.** If Tenant's equipment is damaged or destroyed by fire, wind, or other natural or manmade cause, Tenant shall have the option, at its own expense, to repair or replace its equipment within 60 days of damage. If the Water Tower is damaged or destroyed by fire, wind, flood, or other natural or manmade cause, Landlord shall have the option to repair or replace the Water Tower at Landlord's sole expense, or to terminate this Lease effective on the date of such loss or destruction. If Landlord elects to terminate this Lease hereunder, Tenant shall have no further rights hereunder and rent shall terminate.

12. **Decommissioning.** Tenant shall have its equipment decommissioned from the site on or before May 1, 2031. Tenant shall have all of its equipment removed at its sole and exclusive cost. In the event that Tenant leaves any equipment on site following termination of the Lease, Landlord may remove the same from the premises at Tenant's cost. Tenant shall not cause any damage to the Tower in decommissioning its equipment and shall restore the Tower to the same condition, or better condition, than existed prior to the installation of its equipment.

13. **Title.** Landlord owns the Tower and the real estate associated with it in Fee Simple. Tenant is simply renting space on the Tower for its equipment.

14. **Inventory.** Tenant shall, within 15 days of signing this Lease, provide an inventory of all equipment installed on the Tower with photographs of the same.

That inventory and those photographs shall become a part of this lease and shall be incorporated by reference herein.

15. **Liens.** Tenant shall, under no circumstance, permit any liens to be attached to, or placed on, the Tower, its real estate, or its premises by any of its agents, employees, customers, or the like. This includes, but is not limited to, mechanics liens, judgment liens, mortgages, promissory notes, or any other liens at law or in equity.
16. **Environmental.** Tenant shall not use, store, dispose of, bury, or permit any hazardous material, substance, chemical or waste on the premises, Tower, or associated real estate.
17. **Non-Assignment.** This Lease is not assignable by either Tenant or Landlord. This lease cannot be sold, assigned, or transferred to any other principal, affiliate, or subsidiary without the express written permission of either party.
18. **Comprehensive Release of Any and All Claims.** The parties hereunder enter into this Lease and Release fully and completely waiving any and all claims or causes of action one may have against the other, their agents, contractors, or their employees for any activity occurring prior to the signing of this Lease. Past due rent is included in this Release by Landlord, and Tenant waives any and all claims or causes of action it may have against Landlord, its employees, contractors, or agents as set forth herein.

19. Miscellaneous Provisions.

- 19.1 This Lease contains the entire Agreement of the parties.
- 19.2 This Lease may be amended in writing only, signed by the parties. Unsigned Leases are of no validity.
- 19.3 If any term of this Lease is held to be invalid, illegal, or unenforceable, the remaining provisions of this Lease will not be affected and those surviving provisions shall remain in full force and effect.
- 19.4 This Lease shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Venue for any suits or causes of actions shall lie in Waseca County District Court.
- 19.5 Each party avers that it has the authority to enter into this Lease.
- 19.6 The Landlord is not obligated to enter into this Lease Agreement and Landlord shall not be liable for any lost profits, special, or consequential

damages to Tenant unless Landlord's interference is intentional on Landlord's part. Tenant shall be liable to Landlord for any special or consequential damages to Landlord caused by Tenant's acts of omission, negligence, or intentional or unintentional acts.

20. Notices.

Notices shall be provided by hand-delivery or delivery via U.S. Mail to the parties as follows:

To the Landlord/City:

City of New Richland
City Administrator
203 N. Broadway
New Richland, MN 56072

To Tenant:

Daniel Petsinger
8162 Southwest 81st Street
Ellendale, MN 56026

Notification by U.S. Mail is preferred. Notification is not permitted via phone, email, text communication, fax, or any other method except that described herein.

IN WITNESS WHEREOF, the parties have caused this Lease, Release, and Decommissioning Agreement to be effective as of the last date written below.

(INTENTIONALLY LEFT BLANK-SIGNATURE PAGE TO FOLLOW)

BY TENANT:

Daniel Petsinger

Dated

TENANT ACKNOLWEDGMENT

STATE OF MINNESOTA)
)ss:
COUNTY OF _____)

On the ___ day of _____, 2026, before me personally appeared Daniel Petsinger, and acknowledged under oath that he is Daniel Petsinger, the Tenant, in this instrument and that he is authorized to execute this instrument.

BY LANDLORD/CITY OF NEW RICHLAND

Janda Ferguson – Mayor

Dated

Tyler Lendt – City Administrator

Dated

LANDLORD ACKNOLWEDGMENT

STATE OF MINNESOTA)
)ss:
COUNTY OF WASECA)

On the ___ day of _____, 2026, before me personally appeared Janda Ferguson and Tyler Lendt, and acknowledged under oath that they are Janda Ferguson and Tyler Lendt, in this instrument and that they are authorized to execute this instrument.

WIRELESS CARRIER SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“Agreement”) is entered into as of June 1, 2026 (the “Effective Date”) by and between **Radio Link Internet** (“Lessee”), a proprietorship, having an address at 8162 SW 81st Street, Ellendale, MN 56026, and the **City of New Richland**, a Minnesota Municipal Corporation (“Lessor”), having an address at 203 N. Broadway, New Richland, MN 56072.

WITNESSETH:

WHEREAS, Lessee provides wireless internet access service (“WIAS”) to commercial and residential customers;

WHEREAS, Lessor owns a Water Tower located in New Richland, MN (the “Property”);

WHEREAS, Lessee desires to lease portions of the Property for operating, maintaining, and repairing equipment associated with providing WIAS (“Equipment”).

NOW THEREFORE, the Parties agree as follows:

1. Description and Permitted Use of Premises

Lessor hereby leases to Lessee a non-exclusive right to use the portion of the Property currently occupied by Lessee. This includes access and utility easements for the operation, inspection, maintenance, modification, repair, and removal of the Equipment. The Tower shall be used by Lessee to provide line-of-sight internet service.

2. Term

The term of this Agreement shall be for a period of **five (5) years**, beginning on June 1, 2026. This lease shall automatically terminate on June 1, 2031.

3. Consideration (Rent)

Lessee shall pay Lessor **\$500.00 per month**. Rent is due on the first day of each month and shall be mailed to the City Administrator. For any partial month, the Rent shall be prorated based on the actual number of days.

Payment Method: Rent shall be paid via check or other mutually agreed-upon method and mailed directly to the City Administrator at the address provided in **Section 13** of this Agreement.

4. Subleases

Lessee shall not be allowed to sublease, license, or grant a similar right of use or occupancy in the Leased Premises or the Tower to any third party.

5. Utilities and Service Continuity

- **Provision of Power:** Lessor shall be responsible for providing electrical power for the site for Lessee's use in connection with the Equipment.
- **Notice of Interruption:** Lessor shall not terminate, disconnect, or interrupt electrical service for any non-emergency maintenance or repair reason without providing at least ten (10) business days' prior written notice to Lessee.
- **Service Continuity and Relocation:** In the event of scheduled maintenance, repairs, or painting of the Water Tower, Lessor must provide thirty (30) days' written notice to Lessee. Lessor agrees to work in good faith with Lessee to implement a technical solution (such as a temporary mast or equipment relocation) to ensure Lessee maintains uninterrupted service to its customers.
- **Relocation Costs:** If Lessor requires Lessee to temporarily or permanently relocate its Equipment for Lessor's convenience or for tower maintenance (including painting), Lessor shall reimburse Lessee for all actual costs associated with such relocation and the restoration of service.
- **Emergency Power Access:** Lessor authorizes Lessee, its agents, and employees access to all electrical panels, circuit breakers, and power disconnect switches serving the Equipment twenty-four (24) hours per day, seven (7) days per week, for the purpose of restoring power during service outages.

6. Maintenance, Ownership, and Damage

- **Lessee Maintenance:** Lessee shall, at its own expense, maintain its Equipment in a safe condition and in good repair.
- **Ownership:** The Equipment shall remain Lessee's personal property and shall, during the term of this Agreement and upon expiration, belong to and be removable by Lessee.
- **Determinations of Deficiency:** Lessor shall not declare Lessee's Equipment to be deficient, unsafe, or in need of repair based on subjective judgment. Any such determination must be supported by a **certified report from an independent, licensed professional engineer** or a qualified third-party inspector, provided to Lessee at Lessor's expense.
- **Governmental Compliance and Notice:** If Lessor believes Lessee's Equipment is in violation of rules set by OSHA, the FCC, or other government agencies, Lessor must provide Lessee with a **written copy of the specific citation or formal notice of violation** issued by said agency.
- **Default Grace Period:** Lessee shall not be considered "out of compliance" under this Agreement until such written documentation (the engineering report or government agency citation) is provided to Lessee. Once provided, the **cure period for such compliance shall default to the timelines specified in Section 9 (Default and Termination)**, unless the providing government agency mandates a different legal deadline.
- **Liability for Damage and Loss:** Lessor shall use all reasonable precautions to prevent damage or injury to the Equipment. **Lessor shall be liable for all damages, including the cost of repair or replacement of Equipment and any loss of revenue or business interruption, resulting from the negligent acts, omissions, or breach of this Agreement by the Lessor, its employees, or its contractors.**

- **Engineering Requirement for Removal:** If Lessor determines that Lessee's Equipment must be removed for structural safety or tower integrity, such determination must be supported by a written report from an **independent, licensed structural engineer** provided to Lessee at Lessor's expense.
- **Modification:** With the written consent of the Lessor, the Lessee may add to or modify the Equipment.

7. Access to Premises

- **Authorized Access:** Lessor authorizes Lessee, its officers, agents, and employees access to the Property twenty-four (24) hours per day, seven (7) days per week for the purpose of maintaining, repairing, or inspecting Equipment.
 - **Routine Access Notification:** For non-emergency entries, Lessee shall use best efforts to provide a minimum of twenty-four (24) hours' advance notice to the City Administrator or designated City contact via telephone or electronic means prior to entering the premises.
 - **Emergency Access and Post-Entry Record:** In the event of an emergency situation requiring immediate repair to restore or maintain service, Lessee shall have the right to enter the Property and access equipment lockers or electrical panels at any time. To ensure the City maintains an accurate record of such access, Lessee shall notify the Lessor of the entry within twelve (12) hours after the emergency entry has occurred.
- **Safety and Security:** While on-site, Lessee and its agents shall comply with all reasonable safety and identification procedures required by the Lessor, as well as all applicable OSHA and Minnesota Department of Health regulations.

8. Interference

- **By Lessee:** If Lessee's Equipment causes harmful interference to equipment installed prior to the installation Date, Lessee will take commercially reasonable steps to eliminate it.
- **By Future Tenants:** Lessor shall not grant future leases to parties whose use is reasonably anticipated to interfere with Lessee's operations. Lessor shall require any future party causing interference to Lessee to eliminate the interference or discontinue operations at their own expense.

9. Default and Termination

- **Default Notice:** Neither Party is in default until the non-defaulting Party has given written notice. Cure periods are thirty (30) days for monetary defaults and; thirty (30) days for non-monetary defaults or unless agreed to in writing with an action plan.
- **Lessee Termination:** Lessee may terminate this Agreement at any time by providing prior written notice to the Lessor after 1 year into this agreement.
- **Restoration:** Upon termination, Lessee will remove Equipment and restore the Property to its condition prior to installation, normal wear and tear excepted, within ninety (90) days.

10. Indemnification and Insurance

- **Lessor Liability for Service and Equipment:** Lessor acknowledges that Lessee's business depends on continuous, uninterrupted service to its customers. **Lessor shall be directly liable to Lessee for any and all damages—including but not limited to repair costs, replacement of Equipment, and documented loss of business revenue—resulting from the negligence, intentional acts, or breach of this Agreement by the Lessor, its employees, or its contractors.**
- **Maintenance Coverage:** This liability specifically includes any damage to Equipment or interruption of wireless signals caused by Lessor's maintenance activities, such as water tower painting, structural repairs, or unauthorized power disconnection.
- **Mutual Indemnification:** Each Party agrees to indemnify and hold the other Party harmless against third-party claims arising from the indemnifying Party's own negligence.
- **Insurance and Additional Insured Status:** Lessee shall maintain general liability insurance with limits of at least **\$2,000,000**. Lessee shall name the City of New Richland as an **Additional Insured**; however, such status is strictly limited to liability for bodily injury or property damage **specifically arising out of Lessee's Equipment or Lessee's operations at the Property.**
- **Limitation of Coverage:** Naming the Lessor as an Additional Insured shall not extend Lessee's insurance coverage to any claim, loss, or damage resulting from the Lessor's own negligence, the acts of other tenants on the Property, or any City operations unrelated to the Leased Premises.
- **Notice of Claim:** Lessor agrees to provide Lessee with written notice of any claim made against Lessee's insurance policy within five (5) business days of Lessor becoming aware of such claim.

11. Hazardous Substances

Lessor warrants that the Property is free of Hazardous Substances. Both Parties agree not to cause contamination of the Property in violation of any law.

12. Miscellaneous Provisions

- **Severability:** If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- **Amendments:** This Agreement may not be amended or modified except by a written instrument signed by both the Lessor and the Lessee.
- **No Waiver:** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- **Successors and Assigns:** This Agreement is binding upon successors and assigns. It is not assignable without the express written permission of the other Party.

- **Governing Law:** This Agreement is governed by the laws of the State of Minnesota, with venue in Waseca County.
- **Force Majeure:** Neither Party will be liable for non-performance due to causes beyond its reasonable control.
- **Entire Understanding:** This Agreement contains the entire understanding of the parties and supersedes any prior oral or written agreements for wireless internet access use.

13. Party's Contact Information

The following is to be used in contacting the other party, U.S.Mail or email is allowed for contact.

Lessor:	Lessee:
City of New Richland	Radio Link Internet
City Administrator	Daniel Petsinger
203 N. Broadway	8162 SW 81st St
New Richland, MN 56072	Ellendale, MN 56026
507-465-3514	507-417-4176
	daniel.petsinger@radiolinkinternet.com

BY Lessee Radio Link Internet:

 Radio Link Internet

 Dated

STATE OF MINNESOTA

COUNTY OF _____

On this _____ day of _____, 2026, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. Further acknowledged under oath that he is the **Owner/Sole Proprietor** of **Radio Link Internet (RLI)**, the Lessee named in this instrument, and that he is duly authorized to execute this instrument on behalf of said business.

Notary Public Signature: _____

(Notary Seal)

BY Lessor CITY OF NEW RICHLAND:

Janda Ferguson - Mayor

Dated

Tyler Lendt - City Administrator

Dated

STATE OF MINNESOTA

COUNTY OF WASECA

On this _____ day of _____, 2026, before me personally appeared **Janda Ferguson** and **Tyler Lendt**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. They further acknowledged under oath that they are the **Mayor** and **City Administrator** (or Clerk), respectively, of the **City of New Richland**, the Lessor named in this instrument, and that they are duly authorized to execute this instrument on behalf of said City by authority of its City Council.

Notary Public Signature: _____

(Notary Seal)

Memorandum

Date: 11 May 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: Maintenance Supervisor

On Monday, April 27th, 2026, the City Administrator conducted the Maintenance Supervisor's annual review.

His performance over the last year has been exemplary, and the City Administrator recommends moving Eric Hendrickson to the next step on the pay table. This has already been budgeted for and will not impact the budget.

The next step is as follows:

Grade 5, Step 7, \$32.84/hr.

Tyler T Lendt

Memorandum

Date: 11 May 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: City Hall Exterior Painting

Two companies have responded to requests for estimates to paint the exterior of City Hall.

The first quote is from Michael's Painting.

Supplies - \$76.56

Paint - \$900.00

Labor \$4,900

Total - \$5,876.56

The second quote is from North Hue Painting

Supplies - \$58.70

Paint - \$2,514.90

Labor - \$4,000.00

Total - \$6,573.60

The difference in pricing elements is simply due to how each company invoices.

Tyler T Lendt

Tyler T Lendt
City Administrator

Janda Ferguson
Mayor

Heather Christensen
Deputy Clerk

Memorandum

Date: 11 May 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: Minnesota Rural Water Seminar – Financing Your Community Projects

On April 23, 2026, the City Administrator attended a seminar hosted by Minnesota Rural Water and the City of Nisswa. Representatives from several organizations were present to brief attendees on funding options and opportunities available to cities.

The following organizations were present and covered the mentioned programs:

- Minnesota Rural Water -Direct Financing with various options based on MHI and the amount needed.
 - Has a much lower paperwork requirement to secure a loan.
 - Does not need to be used for water-related projects; some entities use it for equipment or initial project fees that could later be covered by other funding sources.
- US Department of Agriculture, Rural Development
 - Community Facilities Program
 - The city meets many of the criteria to qualify for this program, depending on the project.
 - Water and Environmental Programs
- Minnesota Public Facilities Authority (All require entry on the Project Priority List)
 - Drinking Water State Revolving Fund
 - Clean Water State Revolving Fund
 - Water Infrastructure Fund
 - Point Source Implementation Grant
 - Drinking Water Emerging Contaminant Grant Program
 - Lead Service Line Replacement Program
- Small Cities Development Program
 - The city meets many of the criteria to qualify for this program, depending on the project.



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- Uses include Housing or Commercial Rehabilitation and Public Facilities Improvements (Water, Sewer, Streetscape, or Community Centers)
- Has a maximum amount of \$600,000 and must benefit the community as a whole.

There was a lot of information presented that day, and the City Administrator is by no means an expert at this point, but knowing what resources are available will make it easier to determine which projects may be fundable through these programs.

Literature from these presentations is available upon request.

Tyler T Lendt

Tyler T Lendt
City Administrator

Janda Ferguson
Mayor

Heather Christensen
Deputy Clerk

Memorandum

Date: 11 May 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: MCMA Conference Follow-Up

The annual MCMA Conference was held between April 29 and May 1st at Madden's on Gull Lake.

The conference topics focused on leadership, with breakout groups on remaining politically neutral in an increasingly political world and workplace flexibility.

Through after-hours networking opportunities, the City Administrator was able to find valuable resources for many of the issues the city may be facing, and a connection with a city administrator/chief of police who may be able to supply the New Richland Police Department with good "hand me down" equipment. One possibility is a used squad car, pending several factors (condition, mileage, color), for considerably less than we might otherwise find one.

This learning opportunity was extremely valuable.

Tyler T Lendt

Memorandum

Date: 11 May 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: Citywide Cleanup Update

Due to staffing and scheduling conflicts with Thompson's Sanitation, the City of New Richland was unable to hold the citywide cleanup in the spring, as is traditionally the case.

The date that worked for all parties is September 19th, 2026.

The city would like to remind residents that the normal Thompson's Sanitation dumping location, approximately 7 miles north on Highway 13, is open year-round, and that dumping anything other than allowed yard materials at the city dump on S Broadway is not permissible.

Tyler T Lendt

Memorandum

Date: 11 May 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: Park Shelter Renderings

The committee to revitalize the New Richland City Park is requesting that the city work with Bolton & Menk to obtain renderings and materials to assist in fundraising efforts.

The renderings would depict a picnic shelter with a unisex bathroom, a service counter with electrical outlets, and roll-up doors to secure the building during inclement weather and the winter months. It would be in the same location as the current condemned building, with bathrooms.

The City Administrator is in discussions with Drew Weber at Bolton & Menk to determine the cost of the renderings and materials. Once the Administrator has those numbers, they will be included in a supplemental document.

Tyler T Lendt

Memorandum

Date: 11 May 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: City Park Shelter Rendering - 2

Drew Weber at Bolton & Menk quoted a not-to-exceed fee of \$4,000.00.

This fee would include a virtual kick-off meeting to align on goals/expectations, one to two draft concepts, and a polished final version for use in fundraising materials.

The city should be involved in this part of the process to ensure that the community is happy with a design that will hopefully be in the park for many years to come.

Tyler T Lendt