



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, AUGUST 6, 2024 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. July 16, 2024
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve League of MN Cities Liability Coverage Waiver Form
 - B. Approve Purchase of Fire Department Turnout Gear
 - C. Approve Materials/Services Exchange with Brady's Lawn Service
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
 - A. Presentation by Coalition of Greater MN Cities
 - B. Updated Employee Sick Leave Policy and Earned Sick and Safe Time Notice
 - C. Ordinance Amending Regulation of Grass, Weeds, and Vegetation (Ordinance #92)
 - D. Ordinance Granting Solid Waste Collection Franchise to Sweetman Sanitation (Ord. #93)
 - E. U.S. Card Systems Consultation Program
 - F. Proclamation Declaring August 17, 2024 as "Joe Hendry Day"
10. **Other Items and Communications**
 - A. Council Items
 - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
 - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, JULY 16, 2024**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, July 16, 2024, at 5:00 p.m.

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

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

City Administrator Muetzel requested changing the total number of transformers from 41 to 31 transformers as shown in the quote for Consent Agenda Item 6A. Approve Purchase of Single-Phase Electric Transformers.

A motion was made by Council Member Buckley and seconded by Council Member Kerkhoff to approve the agenda with the requested correction to Consent Agenda Item 6A. Approve Purchase of Single-Phase Electric Transformers. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Sandgren to approve the July 2, 2024, minutes as presented. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to approve the following items on the Consent Agenda:

1. Purchase of Single-Phase Electric Transformers
2. Purchase of Waste Oil Furnace
3. Temporary On-Sale Liquor License – Church of St. Catherine’s

Motion passed by unanimous vote.

City Administrator Muetzel introduced Resolution No. 42 of 2024 – Resolution Appointing 2024 Election Judges.

Mr. Muetzel stated under Section 204B.21, Subdivision 2 of the Election Laws of the State of Minnesota, the Council of each municipality shall appoint in the manner provided, qualified voters as judges of election with the understanding that amendments can be made by the Election Administrator. The following qualified voters are hereby designated as Judges of Election for the August 13, 2024, Primary Election and November 5, 2024, General Election: Caitlin Kodet, Amy Kerkhoff, Marcee Stromberg, Mary Wetmore, Bruce Tolzmann, Stephanie Klavetter, Wayne Junker, Abby Larson, Mary Walz, Eric Lovett, Jessica Lovett, Mary Liebl, Julie Faugstad, Daniel Faugstad, Jacalyn Lueck, Mary Bratsch, Dorie Oja, Ernie Fiala, Julie Fiala, Jenifer Manthei, Janelle Medrud, Jeannette Mertens, Connie Bohn, Joan Koster, Kari Klages, Jan C. Nelson, Nicole Tissue, Julie Rath, Margaret Blue, and Greg Smith.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to waive the reading of Resolution No. 42 of 2024 – Resolution Appointing 2024 Election Judges. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve Resolution No. 42 of 2024 – Resolution Appointing 2024 Election Judges. Motion passed by unanimous vote.

Police Chief Jason Cotner introduced the Police Officer Employment Offer to Lucas Hodges.

Chief Cotner stated at the February 20, 2024, City Council meeting, Council approved a Police Officer Recruit Agreement with Lucas Hodges. That recruit agreement provided an opportunity for Mr. Hodges to continue his law enforcement education with the possibility of having up to \$7,500 reimbursed to him in exchange for three years of service as a full-time Redwood Falls Police Officer. The agreement contained several provisions but the most important one being the Redwood Falls Police Department must have a vacant police officer position in order to qualify for the reimbursement.

Chief Cotner stated since that approval, Mr. Hodges has been employed as a Community Service Officer (CSO) with the Redwood Falls Police Department. On July 17, 2024, Mr. Hodges will graduate from Alexandria Technical College's Law Enforcement Skills program. This graduation marks the conclusion of all state-mandated education and training requirements to obtain a Peace Officer Standards and Training (POST) license. Prior to graduation, Mr. Hodges applied for RFPD's vacant police officer position. On July 2, 2024, City Administrator Keith Muetzel, Asst. Police Chief Steve Schroeder, Sgt. Brady Stough, and Chief Cotner interviewed Mr. Hodges. At the conclusion of that interview, a conditional job offer was presented and accepted by Mr. Hodges.

Chief Cotner further stated the conditional offer that was presented contained several provisions. First, successful completion of a psychological and physical examination. Second, pass the POST Board licensing exam. Third, successful completion of a police officer background check. Fourth, approval by Redwood Falls City Council. At this time, Mr. Hodges has successfully completed the psychological exam and background check. He is scheduled to take the POST test and Staff anticipates receiving the results of the physical test later this week. Due to scheduling of the regular City Council meetings and staff shortages at RFPD, Staff is requesting City Council approve an employment offer for the vacant police officer position with the understanding that the additional requirements as stated are met.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the Police Officer Employment Offer to Lucas Hodges. Motion passed by unanimous vote.

City Administrator Muetzel introduced Resolution No. 43 of 2024 – Authorization to Execute Task Order No. 2024-4 for the Reflection Cove Housing Addition Phase 1 Improvements.

Mr. Muetzel stated in April of 2024, City Council approved the submittal of a State of MN Workforce Housing Program grant application to assist with the phase one development of the Southwest MN Housing Partnership's Reflection Cove housing project. Phase one of the proposed project consists of nine market-rate rental housing units. In anticipation of the workforce housing grant award, the Southwest MN Housing Partnership is requesting preparation of infrastructure plans and specifications. Bolton & Menk's preliminary infrastructure cost estimate, including engineering, is \$385,000.00 to be paid by Southwest MN Housing Partnership. Approval of the engineering services task order will allow for the preparation of infrastructure plans and specifications. The engineering portion of the infrastructure cost estimate is \$58,750.00 which is 15% of the total cost.

A motion was made by Council Member Buckley and seconded by Council Member Sandgren to waive the reading of Resolution No. 43 of 2024 – Authorization to Execute Task Order No. 2024-4 for the Reflection Cove Housing Addition Phase 1 Improvements. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve Resolution No. 43 of 2024 – Authorization to Execute Task Order No. 2024-4 for the Reflection Cove Housing Addition Phase 1 Improvements. Motion passed by unanimous vote.

City Administrator Muetzel introduced the July 30 City Council Work Session.

Mr. Muetzel stated due to schedule conflicts, Staff requests the cancellation of the July 30 City Council Work Session.

A motion was made by Council Member Smith and seconded by Council Member Sandgren to approve the request to cancel the July 30 City Council Work Session. Motion passed by unanimous vote.

Police Chief Jason Cotner stated on July 16, 2024, Redwood Falls Police Officers received information that an individual with outstanding arrest warrants out of Sibley and Hennepin Counties was possibly working at 240 South Washington Street. That individual was Joshua David Panitzke, age 29, of Belview, MN. When officers arrived Panitzke and the crew were working on the roof. The supervisor on site told Panitzke law enforcement was present and asked him to exit the roof. Panitzke refused and when officers went on the roof, Panitzke became agitated and went to the edge of the building and threatened to jump off. The Brown/Lyon/Redwood/Renville Emergency Response Unit's Negotiator Team was activated and responded to the location. After several hours of negotiation, Panitzke voluntarily came down from the roof and was taken to the CentraCare-Redwood Hospital. No use of force was used by law enforcement during this incident.

City Administrator Muetzel stated the Redwood County Economic Development Authority is conducting a comprehensive housing study and hosting an open house in-person at the RACC on Tuesday, July 16 at 5:30 p.m. and online on Wednesday, July 17 at 12:00 p.m.

City Administrator Muetzel stated the contractor working on the 4th Street reconstruction project will be offsite for a few weeks and is tentatively scheduled to be back on August 5th to start on the last block between Washington Street and Mill Street and complete the paving on the entire project. The contractor will partially open 4th Street for resident traffic only except for the last block between South Washington and Mill Street which will remain closed.

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

There being no further business, a motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to adjourn the meeting at 5:27 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor



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

Meeting Date: August 6, 2024

Agenda Item: Liability Coverage – Waiver Form

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

Summary/Overview:

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

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



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city’s underwriter, to pstech@lmc.org](mailto:pstech@lmc.org), or fax to 651.281.1298.

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

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

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

LMCIT Member Name: CITY OF REDWOOD FALLS

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member’s governing body meeting: 8/6/2024

Signature: _____

Position: City Administrator



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

kmuettel@ci.redwood-falls.mn.us

Meeting Date: August 6, 2024

AGENDA RECOMMENDATION

Agenda Item: Approve Purchase of Fire Department Turnout Gear

Recommendation/Action Requested: Staff recommends approval of the quote from Heiman Fire Equipment in the amount of \$15,320.00 for 4 sets of protective turnout gear.

Summary/Overview: The 2024 fire department operating budget includes \$15,000.00 to replace 4 sets of protective turnout gear. Two quotes have been received and staff recommends accepting the low quote from Heiman Fire Equipment in the amount of \$15,320.00.

Attachments: Quotes – Heiman Fire Equipment and Fire-Dex

Prepared By: Jeff Paul
 Address:
 Phone: 402.844.0131
 Email: jeffpaul@firedex.com
 Quote: redwood falls fire dept sourcewell
 #010424-FDX fire-dex quote
 Quote Number: #57418
 Item: FXR Custom Turnouts
 Contract: Sourcewell Eff. 3/1/24



This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.

GOAT

MATERIALS

Outer Shell	6.5 oz TECGEN71, Black	\$2,519
Thermal Liner	(R2) 7.1 oz CoreCXP™ 2-layer	\$872
Moisture Barrier	(F) 5.5oz Stedair® 4000	\$1,082
Materials Subtotal		\$4,473

CLOSURE

Closure	(XC40) Inner - Zipper Outer - Hook & Loop	\$51
Closure Options	(XMZP) Fabric Zipper Pull	\$0
Closure Options	(STORM5) 5.5" Wide Storm Flap	\$0
Closure Subtotal		\$51

TRIM STYLE

Trim Style	(XT03) 3" NYC Trim	\$236
Trim Color	3M™ ScotchLite™ Comfort Trim, Lime/Silver	\$0
Trim Style Subtotal		\$236

ADDITIONAL PATTERN AND LINER OPTIONS

Pattern Options	(XP19) Bag Pocket 6" x 8" (Located under Storm Flap)	\$36
Liner Options	(XMSP) Two Additional Snap Tabs at Cuff and Liner	\$6
Liner Options	(XMLA) PCA Colored Alignment Tabs (Gold/Black)	\$8
Liner Options	(TALL) Thermal Reinforcement same as Liner	\$20
Liner Options	(LR75) Serged Q Elbow Liner 5" x 7"	\$5
Additional Pattern and Liner Options Subtotal		\$75

REINFORCEMENTS

Shoulder Reinforcement	No Reinforcement	\$0
Elbow Reinforcement	No Reinforcement	\$0
Reinforcements Subtotal		\$0

CUFF

Knit Wrist	(XM02/XM03) Knit Wrist with Thumb Hole, Nomex® (Black)	\$12
Cuff	Standard Cuff, (551A) PCA (Polymer Coated Aramid), Black	\$5
Cuff Subtotal		\$17

CHEST LEFT POCKETS

Chest Left	(XP12_RPL) Radio Pocket 8" x 3" x 2" Left	\$49
Chest Left Notch Options	(XP2N_RPL) Double Notch	\$10
Chest Left Closure Options	(XPFV_RPL) Full Hook & Loop Closure (vertical hook on flap)	\$3
Chest Left Closure Options	(XPFM_RPL) "Rolled" Flap - 1/2" Foam in Flap	\$5
Chest Left Pockets Subtotal		\$67

HAND LEFT POCKETS

Hand Left	(XP34_CPL) Semi Bellow Handwarmer Pocket 9" x 9" x 2" Left	\$52
Hand Left Flap	(XPFM_CPL) "Rolled" Flap - 1/2" Foam in Flap	\$5
Hand Left Closure	(XPFV_CPL) Full Hook & Loop Closure (vertical hook on flap)	\$6
Hand Left Liner	(CPL) Fleece Lined	\$23
Hand Left Pockets Subtotal		\$86

HAND RIGHT POCKETS	Hand Right	(XP34_CPR) Semi Bellow Handwarmer Pocket 9" x 9" x 2" Right	\$52
	Hand Right Flap	(XPFM_CPR) "Rolled" Flap - 1/2" Foam in Flap	\$5
	Hand Right Closure	(XPFV_CPR) Full Hook & Loop Closure (vertical hook on flap)	\$6
	Hand Right Liner	(CPR) Fleece Lined	\$23
	Hand Right Pockets Subtotal		
FLASH LIGHT HOLDERS	Flash Light Holders	(XM80) Flashlight Hook with 1" x 10" Fabric Strap Right	\$15
	Flash Light Holders Subtotal		
HOOKS, CLIPS, STRAPS, PATCHES/LABELS	Takeup Straps	(XM58) Takeup Straps: Nomex® Webbing with Thermoplastic Buckle (Pair)	\$24
	Patches & Labels	(TRLFR) Fire Flag Nomex® (Right) Right	\$20
	Mic Clips	(XMCLP) Mic Clip: 1" x 2" Shell Material Left	\$5
	Mic Clips	(XMCLP) Mic Clip: 1" x 2" Shell Material Customize	\$5
<div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <p>Custom Instructions: place above the flash light xm80</p> </div>			
	Mic Clips	(XMCLP3) Mic Clip: 1" x 3" Shell Material Customize	\$7
<div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <p>Custom Instructions: center left to right between storm flap and pocket place bottom 2in above trim vertically</p> </div>			
Hooks, Clips, Straps, Patches/Labels Subtotal			\$61
LETTERING	Lettering Patch Position 2	XL00 - Sewn Direct Lettering - Main Shell Color Custom: "RFFD " - 3" Scotchlite™ Lime (3" Required)	\$26
	Lettering Patch Position 9	XL592 - Hanging Patch, 4", 2-Layer Shell, Hook & Loop and Snap, NoReflective Trim - Main Shell Color Name - 3" Scotchlite™ Lime (3" Required)	\$78
	Lettering Subtotal		
FIRE-DEX APPROVED SPECIAL REQUESTS	FireDex Approved Special Request	tcm special request	\$0
	<div style="border: 1px solid black; padding: 5px; background-color: #f0f0f0;"> <p>Custom Instructions: xm40e hook an loop with embroidery left shoulder 2 tags</p> </div>		
Fire-Dex Approved Special Requests Subtotal			\$0
COAT SUBTOTAL	Coat List: 1 x \$5,271	Discount: 45%	Coat Net: 1 x \$2,899.05
PANT RISE	Pant Rise	Mid-Rise	\$0
	Rear Panel	Without Rear Panel	\$0
	Panel Length	(No Bib) No Rear Panel	\$0
	Pant Rise Subtotal		

PANT RISE

MATERIALS	Outer Shell	6.5 oz TECGEN71, Black	\$1,652
	Thermal Liner	(R2) 7.1 oz CoreCXP™ 2-layer	\$734
	Moisture Barrier	(F) 5.5oz Stedair® 4000	\$879
	Materials Subtotal		\$3,265
SUSPENDERS	Suspender Attachment Type	Sewn Direct Hook and Loop Attachment	\$0
	Suspender Style	(SVXC) X-Back, Black Webbing, Padded with Cam Lock	\$0
	Suspenders Subtotal		\$0
CLOSURE	Closure	(XC40) Inner - Zipper Outer - Hook & Loop	\$31
	Closure Subtotal		\$31
TRIM STYLE	Trim Color	3M™ ScotchLite™ Comfort Trim, Lime/Silver	\$55
	Pant Trim Style	(XT53) 3" Trim Around Cuff	\$0
	Trim Style Subtotal		\$55
ADDITIONAL PATTERN AND LINER OPTIONS	Liner Options	(570P) Neoprene Reinforced Liner at Pant Cuff, 6"	\$32
	Liner Options	(TALL) Thermal Reinforcement same as Liner	\$20
	Liner Options	(LR710) Serged Q Knee Liner 7" x 10"	\$5
	Additional Pattern and Liner Options Subtotal		\$57
REINFORCEMENTS	Leg and Crotch Reinforcement	No Reinforcement	\$0
	Knee Reinforcement	STS 1-Layer Knee (Foam Encapsulated in Moisture Barrier)	\$54
	Knee Reinforcement Size	11" STS	\$0
	Knee Reinforcement Material	PCA (Polymer Coated Aramid)	\$0
	Knee Reinforcement Color	Black	\$0
	Reinforcements Subtotal		\$54
	CUFF	Cuff	(551T) DexCuff - Reverse Tapered Cuff, (551A) PCA (Polymer Coated Aramid), Black
Cuff Subtotal		\$14	
BELT LOOPS & BELTS	Belts	(XMKB) Kevlar® Belt	\$51
	Belt Loops	4 x (XMBLW) Wide Belt Loop: 4" x 5" Shell	\$80
	Belt Loops & Belts Subtotal		\$131
FRONT LEFT POCKETS	Pant Front Left	(XP30_CPL) Full Bellow Pocket 10" x 10" x 2" Left	\$50
	Pant Front Left Closure	(XPHV_CPL) Full Hook & Loop Closure (horizontal hook on flap)	\$5
	Pant Front Left Flap	(XPFM_CPL) "Rolled" Flap - 1/2" Foam in Flap	\$5
	Front Left Pockets Subtotal		\$60

FRONT RIGHT POCKETS

Pant Front Right	(XP30_CPR) Full Bellow Pocket 10" x 10" x 2" Right	\$50
Pant Front Right Flap	(XPFM_CPR) "Rolled" Flap - 1/2" Foam in Flap	\$5
Pant Front Right Closure	(XPHV_CPR) Full Hook & Loop Closure (horizontal hook on flap)	\$5
Front Right Pockets Subtotal		\$60

FIRE-DEX APPROVED SPECIAL REQUESTS

FireDex Approved Special Request	tcm special request	\$0
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Custom Instructions:

xp30 left leg rotate forward 2 in from standard placement xp30 right leg rotate foward 2 in from standard placement

Fire-Dex Approved Special Requests Subtotal	\$0
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PANT SUBTOTAL

Pant List: 1 x \$3,727	Discount: 45%	Pant Net: 1 x \$2,049.85
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Coat List: 1 x \$5,271	Discount: 45%	Coat Net: 1 x \$2,899.05
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Pant List: 1 x \$3,727	Discount: 45%	Pant Net: 1 x \$2,049.85
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TOTAL PRICING:

Total List: \$8,998	Discount: 45%	Total Net: \$4,948.90
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COMPOSITES

4 Sets Total Net: \$19,795.60

Coat Composite

TPP (Before Washing, NFPA minimum = 35) THL (NFPA Minimum = 205) RET		
46.10	288.00	18

Pant Composite

TPP (Before Washing, NFPA minimum = 35) THL (NFPA Minimum = 205) RET		
46.10	288.00	18

Meeting Date: August 6, 2024

AGENDA RECOMMENDATION

Agenda Item: Approve Materials/Services Exchange with Brady's Lawn Service

Recommendation/Action Requested: Staff requests approval to exchange excess seeding materials for seeding services.

Summary/Overview:

The City of Redwood Falls is the owner of 200 bales of excess hydro-mulch that was not used on the Reflections Project because of our request to reduce the seeding acreage. The hydro-mulch cannot be returned to the supplier and the bales do not store well for long periods of time. The retail value of the hydro-mulch is \$4,000 and we do not have an immediate use for the material. Staff requests approval to exchange the hydro-mulch for a \$4,000 credit for seeding services from Brady's Lawn Service. Staff anticipates using the credit for seeding related to the Ramsey Park bathroom upgrades and the relocation of the library's outdoor literacy area.

Attachments: None

Meeting Date: August 6, 2024
AGENDA RECOMMENDATION

Agenda Item: Proposed Changes to Sick Leave Policy and the Earned Sick and Safe Time Notice

Recommendation/Action Requested: Approval for proposed changes to the Sick Leave Policy and the Earned Sick and Safe Time Notice

Summary/Overview:

The earned sick and safe time (ESST) law was recently updated to clarify who qualifies for Earned Sick and Safe Time.

Below is an overview of some of those changes. **Note:** These changes were effective as of May 25, 2024. The change that affects the City of Redwood Falls is who qualifies for ESST.

Covered employees:

The ESST law change clarifies that employees anticipated to work at least 80 hours in a year for an employer in Minnesota are covered by the ESST law. The changes to the law also establish that ESST requirements don't apply to volunteer or paid on-call firefighters, volunteer ambulance attendants, paid-on-call ambulance service personnel, elected officials, individuals appointed to fill vacancies in elected offices, and individuals employed by a farmer, family farm, or family farm corporation who work for 28 days or less per year. Additionally, certain family caregivers can waive their ESST rights.

With the recent changes to Earned Sick and Safe Time (ESST) Law changes as per Minnesota Statute 181.9445 the City is updating the Sick Leave Policy and Earned Sick and Safe Time Notice based on these law changes.

Attachments: Updated Proposed Changes to the City's Sick Leave Policy and Earned Sick and Safe Time Notice.

The changes to this policy and notice are noted in **red** and follow the Minnesota Department of Labors information and Minnesota Statute 181.9445 effective May 25, 2024.

11.2 Sick Leave

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., The Family and Medical Leave Act is likely to apply during a worker's compensation absence.) An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any of the City's leave programs, must be taken with no intervening unpaid leave unless authorization is acquired from the City Administrator. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Sick leave is authorized absence from work with pay, granted to qualified full-time and part-time, and temporary employees. Employees may use sick leave under the conditions explained below. It cannot be used for scheduled days off. Sick leave does not accrue during an unpaid leave of absence beyond one consecutive week or 40 hours in a calendar year. For the purpose of accumulating additional sick leave, an employee using earned leave is considered to be working. Employees will not be allowed to go into a negative sick leave balance situation.

Full-time employees shall earn sick leave at a rate of one (1) day per month (3.69 hours per pay period). For full-time employees there is no maximum accumulation for sick leave. Sick leave shall be earned by the employee during their probationary period and be available for use by the employee. Salaried employees, who are exempt from the provisions of federal overtime laws, are deemed to work 40 hours per week for purposes of sick leave accrual, except that an employee whose normal workweek is less than 40 hours will accrue sick leave based on their normal workweek.

Part-time and temporary employees shall earn sick leave at the rate of one hour for every 30 hours worked by an employee, up to a maximum of 48 hours of sick leave per year. The hourly rate of sick Leave is the same hourly rate an employee earns from employment with the city. This specific leave applies to temporary and part-time employees performing work for at least 80 hours in a year for the city. Part-time and temporary employees are eligible to carry over accrued but unused sick leave into the following year, but the total balance of sick leave hours at any point shall not exceed 80 hours. **Paid on-call firefighters and elected officials are not eligible for sick leave.**

The City defines its Sick Leave Period by a 12-month period, and it is calculated by the calendar year.

Sick leave cannot be transferred from one employee to another. Earned and accumulated unused sick leave has a cash value (see "Resignation/Severance Pay") upon termination or retirement.

Sick Leave, Use: The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll which is in fifteen-minute increments for the following circumstances:

- An employee's own:
 - Mental or physical illness, injury, or other health condition.
 - Need for medical diagnosis, care, or treatment, of a mental or physical illness injury or health condition.
 - Need for preventative care.
 - Closure of the employee's place of business due to weather or other public emergency.

Sick Leave, Use: (Continued)

- An employee's own: (Continued)
 - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
 - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking.
 - Obtain services from a victim service organization.
 - Obtain psychological or other counseling.
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking.
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
- Care of a family member:
 - With mental or physical illness, injury, or other health condition.
 - Who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or other health condition.
 - Who needs preventative medical or health care.
 - Whose school or place of care has been closed due to weather or other public emergency.
 - When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease.
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking.
 - Obtain services from a victim service organization.
 - Obtain psychological or other counseling.
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking.
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

For Sick Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner.
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis.
- Sibling, step sibling or foster sibling.
- Biological, adoptive, or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child.
- Grandchild, foster grandchild, or step grandchild.

- Grandparent or step grandparent.

For Sick Leave purposes, family member includes an employee's: (Continued)

- A child of a sibling of the employee.
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law.
- Any of the above family members of a spouse or registered domestic partner.
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.
- Up to one individual annually designated by the employee.

To be eligible for sick leave pay, the employee will:

Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the workday, for each and every day absent.

If the need for sick leave is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Sick leave as soon as practicable. When an employee uses sick leave for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, sick leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using sick leave to find a replacement worker to cover the hours the employee will be absent.

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting sick leave rights, requesting a sick leave absence, or pursuing remedies. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under sick leave.

During an employee's use of sick leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued sick leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during sick leave absences will continue to accrue as if the employee has been continually employed. Sick leave will not be paid out if the employee separates employment from the City unless the employee is full-time and eligible for severance pay. When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Sick leave that had not been used will be reinstated. An employee is entitled to use and accrued sick leave at the commencement of reemployment.

In accordance with law, employees may use sick leave during Family and Medical Leave, at their option, (see Family and Medical Leave Policy). Employees must use sick leave prior to using paid vacation or compensatory

time and prior to an unpaid leave of absence for Family and Medical Leave, except where Parenting Leave, Family or Medical Leave overlap.

Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. The hourly rate of sick leave is the same hourly rate an employee earns from employment with the city. The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll which is in fifteen-minute increments.

Full-time employees shall earn sick leave at a rate of one (1) day per month (3.69 hours per pay period). For full-time employees there is no maximum accumulation for sick leave. Sick leave shall be earned by the employee during their probationary period and be available for use by the employee. Salaried employees, who are exempt from the provisions of federal overtime laws, are deemed to work 40 hours per week for purposes of sick leave accrual, except that an employee whose normal workweek is less than 40 hours will accrue sick leave based on their normal workweek.

Part-time and temporary employees shall earn sick leave at the rate of one hour for every 30 hours worked by an employee, up to a maximum of 48 hours of sick leave per year. The hourly rate of sick leave is the same hourly rate an employee earns from employment with the city. This specific leave applies to temporary and part-time employees performing work for at least 80 hours in a year for the city. Part-time and temporary employees are eligible to carry over accrued but unused sick leave into the following year, but the total balance of sick leave hours at any point shall not exceed 80 hours.

Who is not covered by Minnesota's ESST law? Paid-on-call firefighters and elected officials or a person appointed to fill a vacancy to elected office.

The City defines its Sick Leave Period by a 12-month period, and it is calculated by the calendar year.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform their immediate supervisor by phone or in person as far in advance as possible, but at least between one and seven days in advance. In situations where an employee cannot provide advance notice, the employee should contact their immediate supervisor by phone or in person as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave.

A copy of the City of Redwood Falls Sick Leave Policy can be found on the Employee Self Service Site locate at <https://ess.tyler-incode.com/redwoodfallsmn>.

This document contains important information about your employment. Check the box at the left to receive this information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuban haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ອອກຂອງນີ້ມີຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອນທີ່ຢູ່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສາລາວ.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta’an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ለአብዛኛው የሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤ በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ ለንዲሰጡት ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
Karen / ကညီကျိာ်	လၢ်တၢ်လၢ်ဖိတၢ်ခါအံၤလၢ်ယုၢ်တၢ်ဂၢ်တၢ်ကျိၤအကၢၢ်ဒိၣ်လၢအဘၣ်ယးဒီးနတၢ်ဖဲတၢ်ဖၤန့ၣ်လီၤ. တၢ်နီၣ်တၢ်ခါလၢအဘၣ်တကၤလၢတၢ်ကဒီးနတၢ်ဂၢ်တၢ်ကျိၤလၢကျိၣ်တၢ်ခါအံၤလၢအဂီၢ်တကၢ်.
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.



Trenton Dammann
City Attorney
Phone: (507)616-7400
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tdammann@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: August 6, 2024

Agenda Item: Ordinance No. 92, Fourth Series – An Ordinance Amending The Redwood Falls City Code of Ordinances §10.35 and §11.15, Subd. 4 Pertaining to Grass, Weeds, and Other Vegetation.

Recommendation/Action Requested: Read the proposed ordinance or make a motion to waive the first reading of the ordinance. Discuss the proposed ordinance. If there are no concerns, the proposed ordinance will be discussed again at the next Council Meeting on August 20, 2024, and request for approval by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: Staff is proposing changes to the City Code of Ordinances to make the City's regulation of grass, weeds, and other vegetation consistent with Minnesota law, specifically Minn. Stat. § 412.925 relating to the installation and maintenance of "Managed Natural Landscapes," which cities must allow to be installed and maintained on all parcels of land.

"Managed Natural Landscapes," as defined in Minn. Stat. § 412.925, may exceed 8 inches in height and be allowed to go to seed, but Minnesota cities can still require maintenance of these landscapes, including the elimination of noxious weeds. Under the changes to §11.15, Subd. 4, weeds and grasses that are not part of a "Managed Natural Landscape," may not exceed 8 inches or be allowed to go to seed.

During the process of updating City Code to reflect changes in state law, it was also determined that the existing City Code does not take into account other types of property and situations within the City of Redwood Falls that in all fairness and practicality be exempt from regulation. A list of exempt properties and conditions has also been added to §11.15, Subd. 4 to take these property interests into account.

Attachment: Ordinance No. 92, Fourth Series

ORDINANCE NO. 92, FOURTH SERIES

**AN ORDINANCE AMENDING
THE REDWOOD FALLS CODE OF ORDINANCES § 10.35 AND § 11.15, SUBD. 4
PERTAINING TO GRASS, WEEDS, AND OTHER VEGETATION**

FINDINGS AND PURPOSE:

WHEREAS, on May 24, 2023, House File 1830/Senate File 1426, an omnibus state government finance bill, was signed into law. Article 3, section 9 created a new provision of law as Minnesota Statutes, § 412.925 relating to the installation and maintenance of managed natural landscapes; and

WHEREAS, the City Council finds it appropriate and necessary to amend Redwood Falls City Code of Ordinances § 10.35 and § 11.15, subd. 4, regulating grass, weeds, and other vegetation to make the City’s Code of Ordinances consistent with the changes to Minnesota Statute, but to continue to regulate vegetation within the City in order to avoid the creation of public nuisances.

NOW THEREFORE, THE CITY OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. That Redwood Falls City Code of Ordinances, Chapter 11, §11.15, Subd. 4, shall be amended to read as follows:

§ 11.15 EXTERIOR PROPERTY AREAS.

Subd. 4. ~~Weeds~~ *Weeds, Grass, and Other Vegetation.* *It is unlawful for any owner, occupant or agent of any lot or parcel of land in the city to allow any noxious weeds as defined in Minnesota Statutes Sections 18.77 and 21.72 or grass growing upon any such lot or parcel of land to grow to a height greater than eight (8) inches. All premises and public or private exterior property shall be maintained free from weeds or plant growth in excess of six inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.*

- A. Notification. *Notwithstanding the requirements found in § 11.07, if any owner, as shown by the records in the office of the County Auditor, or the taxpayer of record as shown by the records of the County Treasurer, fails to assume the primary responsibility described in this subdivision, the city may send notice of violation by regular mail advising the owner that compliance with Subd. 4. is required within ~~48 hours~~ 7 days of receipt of the notice. The notice shall at a minimum advise the owner of the particular maintenance obligation not being performed, the time period in which the owner must perform the necessary maintenance, and that the failure to do so could result in the city causing the maintenance to be done with the expenses associated therewith becoming an assessment against the property. Upon failure of the owner to cut and destroy weeds or grasses after service of a notice of violation, they shall be subject to prosecution in accordance with City Code § 1.03, § 1.13, and § 11.06 of this code.*

- B. Abatement. *Notwithstanding the requirements found in § 11.08, upon failure by the owner or agent to comply with the notice of violation within the ~~48-hour~~ 7-day period, the city may cause the work to be done upon expiration of the appropriate period and the expenses thus incurred shall be a lien upon the real estate. The City Administrator shall certify to the County Auditor a statement of the amount of the cost incurred by the city. The amount, together with interest, shall be entered as a special assessment against the lot or parcel of land and be collected in the same manner as real estate taxes. If the owner of the property is unknown, the owner and owner's address is deemed to be that of the property's taxpayer's name and address as that information is maintained by the County Auditor's address.*
- C. Repeat violations. *In the event that the city does remove the weeds or grasses because of the failure of the owner or tenant to do so, the city shall notify the owner or tenant that the city shall not give any further additional notices to the owner or tenant, but may thereafter remove the weeds or grasses after they have grown to a height in excess of ~~six~~ eight (8) inches or may remove without further notice and charge the owner or tenant back for the removal.*
- D. Exceptions. ~~Land that is enrolled in a conservation reserve program under 7 C.F.R. § 1410, as those regulations may be amended from time to time, or M.S. § 103F.515, as it may be amended from time to time, land that is subject to a conservation easement created pursuant to M.S. Chapter 84C, as it may be amended from time to time, or property that is zoned "A O," Agricultural Open Space, shall be exempt from the weed and grass height restrictions of this subdivision. However, a person owning or occupying any such land shall control or eradicate all noxious weeds on the land at a time and in a manner prescribed by applicable noxious weed control laws. The following areas and types of vegetation are exempted from this subdivision if managed in a manner so as not to become infested with weeds or to create a stagnant, foul-smelling condition:~~
1. *Non-noxious weeds and grass vegetation in wetland areas;*
 2. *Non-noxious weeds, grasses and herbaceous vegetation within fifty (50) feet of designated storm water ponds or within fifty (50) feet of natural or altered creeks, rivers and stream corridors, including riparian buffer strips, that convey water, provided they are cut to less than ten (10) inches at least once per year if located within two-hundred (200) feet of an occupied residence or developed property;*
 3. *Non-noxious weed and grass vegetation growing on land that has been agriculturally zoned land as "A-O," or has a history of being ag land, including pastures, which are fenced and contain animals, provided that a buffer zone of 10 feet between the ag land and any turf grass area will be required;*
 4. *Temporary erosion control grasses;*
 5. ***Managed Natural Landscapes as defined in Minn. Stat. § 412.925, as it may be amended from time to time [emphasis added] that do not contain noxious weed growth and that include the cultivation of native grasses indigenous to Minnesota; subject to the following requirements:***
 - a) *set back not less than twenty feet from the front lot line. For the purposes of this ordinance, corner lots shall be deemed to have two front yards;*

- b) *set back not less than five feet from the side and/or rear lot lines to provide a transition zone. No set back is required on the side or rear lot lines if (1) there is a fully opaque fence at least five feet in height installed between the native plants and the side or rear lot lines or (2) the native plants abut a neighboring managed natural landscape;*
 - c) *is cut at least once annually between April 15 and July 15 to a height no greater than ten (10) inches;*
 - d) *Turf grass is eliminated, and the native plants, trees and shrubs are planted through transplanting or seed by human or mechanical means. Soil erosion should be controlled while the ground is bare of plant growth that is sufficient to inhibit erosion and is the sole responsibility of the owner or occupant; and*
 - e) *Written authorization from the City Administrator or his/her designee is obtained for work within conservation or scenic easement areas, including planting, mowing or cutting.*
6. *Grass and non-noxious weed vegetation in publicly owned parks designated as natural preserves or private property so designated by the City Council or natural undisturbed areas where the land and vegetation appear not to have been graded, landscaped or otherwise disturbed by human or mechanical means in recent time;*
 7. *Grass and non-noxious weed vegetation on natural or altered slopes steeper than 2:1;*
 8. *Ornamental grasses;*
 9. *Natural wooded lots;*
 10. *Land that is enrolled in a conservation reserve program under 7 C.F.R. § 1410, as those regulations may be amended from time to time, or M.S. § 103F.515, as it may be amended from time to time;*
 11. *Land that is subject to a conservation easement created pursuant to M.S. Chapter 84C, as it may be amended from time to time; and/or*
 12. *Land that is subject to overlay districts of Floodplain, Wetland, Airport and Shoreland as established by the Redwood Falls Unified Development Ordinance, as it may be amended from time to time.*

SECTION 2. That Redwood Falls City Code of Ordinances §10.35 shall be amended by amending and inserting the following provisions, in their entirety, in lieu thereof:

~~§ 10.35 WEEDS, GRASS AND OTHER VEGETATION.~~

~~—Subd. 1. Unlawful Act. It is unlawful for any owner, as shown by the records in the office of the County Auditor, or the taxpayer of record as shown by the records of the County Treasurer, of private or public premises, to maintain any weeds or grass growing thereon at a height of more than six inches or to permit such shrubbery or other vegetation to be overgrown.~~

~~—Subd. 2. Notice and Abatement.~~

~~—A. If any such owner or tenant fails to assume the primary responsibility described in Subd. 1. of this section, the city may send notice by mail advising the owner or tenant that compliance with Subd. 1. is required within 48 hours of receipt of the notice. The notice shall at~~

~~a minimum advise the owner or tenant of the particular maintenance obligation not being performed, the time period in which the owner or tenant must perform the necessary maintenance, and that the failure to do so could result in the city causing the maintenance to be done with the expenses associated therewith becoming a lien upon the property. If the owner or tenant fails to do so within the 48-hour period the city may cause the work to be done upon expiration of the appropriate time period and the expenses thus incurred shall be a lien upon the real estate. The City Administrator shall certify to the County Auditor a statement of the amount of the cost incurred by the city. The amount, together with interest, shall be entered as a special assessment against the lot or parcel of land and be collected in the same manner as real estate taxes. If the owner of the property is unknown, the owner and owner's address is deemed to be that of the property's taxpayer's name and address as that information is maintained by the County Auditor's address.~~

~~—B. In the event that the city does remove the weeds or grass because of the failure of the owner or tenant to do so, the city shall notify the owner or tenant that the city shall not give any further additional notices to the owner or tenant, but may thereafter remove the weeds or grass after they have grown to a height in excess of six inches or may remove without further notice and charge the owner or tenant back for the removal.~~

~~—Subd. 3.—Exception. Land that is enrolled in a conservation reserve program under 7 C.F.R. § 1410, as those regulations may be amended from time to time, or M.S. § 103F.515, as it may be amended from time to time, land that is subject to a conservation easement created pursuant to M.S. Ch. 84C, as it may be amended from time to time, or property that is zoned "A-O," Agricultural Open Space, shall be exempt from the weed and grass height restrictions or Subd. 1. However, a person owning or occupying any such land shall control or eradicate all noxious weeds on the land at a time and in a manner prescribed by applicable noxious weed control laws.~~

§ 10.35 [RESERVED]

SECTION 3. Effective Date. This Ordinance becomes effective from and after its passage.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 20th day of August, 2024

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
20th day of August 2024.

Notary Public

Introduction: **08/06/2024**
Posting:
Adopted:
Approval Published:

Meeting Date: August 6, 2024

AGENDA RECOMMENDATION

Agenda Item: Ordinance No. 93, Fourth Series – An Ordinance Granting a Franchise To Sweetman Sanitation, To Collect and Haul Residential Municipal Solid Waste Generated By Residential and Multi-Residential Units Located Within The City of Redwood Falls, Minnesota

Recommendation/Action Requested: Read the proposed ordinance or make a motion to waive the first reading of the ordinance. Discuss the proposed ordinance. If there are no concerns, the proposed ordinance will be discussed again at the next Council Meeting on August 20, 2024, and request for approval by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: Following the approval of the 2024 Solid Waste Collection RFP process by the Council on May 21, 2024, proposals from participating vendors were opened on June 25, 2024, at 11:00 a.m. and read aloud in the Council Chambers. The three proposals opened and read allowed in the order received were: Sweetman Sanitation Inc. of Echo, Waste Management of MN, and West Central Sanitation of Willmar. The Solid Waste Committee met the same day at 3:00 p.m. to review the abstract and rank responses to the RFP. The ranked cumulative scores out of 300 total points are as follows: 291-West Central Sanitation, 268-Sweetman Sanitation and 195-Waste Management of MN. At the regular meeting of the City Council held on July 2, 2024, the Council heard public comment before selecting by motion and vote to award the five-year (September 23, 2024 – September 21, 2029), City of Redwood Falls Residential Solid Waste Vendor franchise agreement to Sweetman Sanitation. Staff has worked with Sweetman Sanitation on the development of Ordinance No. 93, Fourth Series.

Attachments: Ordinance No. 93, Fourth Series

ORDINANCE NO. 93, FOURTH SERIES

AN ORDINANCE GRANTING A FRANCHISE TO SWEETMAN SANITATION, TO COLLECT AND HAUL RESIDENTIAL MUNICIPAL SOLID WASTE GENERATED BY RESIDENTIAL AND MULTI-RESIDENTIAL UNITS LOCATED WITHIN THE CITY OF REDWOOD FALLS, MINNESOTA.

THE CITY OF REDWOOD FALLS ORDAINS:

Section 1. Short Title. This Franchise Ordinance shall be known and cited as the “Sweetman Sanitation, Solid Waste Franchise Ordinance”.

Section 2. Purposes, Policy and Scope. It is declared to be the public policy of the City of Redwood Falls to regulate solid waste management to:

- i. Insure safe, efficient, economical and comprehensive solid waste service;
- ii. Eliminate overlapping service and thereby increase efficiency and decrease truck noise, street wear, energy waste, air pollution and public inconvenience;
- ii. Protect public health and the environment; and
- iv. Provide public service standards.

Section 3. Definitions. For purposes of this Franchise Ordinance, the terms used herein are intended to have the same meaning as used in Redwood Falls City Code § 3.20. In addition, unless a different meaning is required by the context, the following definitions shall have the meanings stated:

“Sweetman Sanitation” is Sweetman Sanitation, a Minnesota Corporation, its agents and employees, lawful successors, transferees or assigns.

“Effective Date” means the date on which the ordinance becomes effective under Section 4.3.

“Mixed Municipal Solid Waste” means, for purposes of this Franchise, garbage, refuse and other solid waste generated by Residential Customers, Multi-Residential Customers and City owned and operated facilities. “Mixed Municipal Solid Waste” does not mean, for purposes of this Franchise, garbage, refuse and other solid waste generated by commercial, industrial and other community activities.

“Multi-Residential Customer” means a Multi-Residential Unit located in the City which produces mixed municipal solid waste. “Multi-residential unit” shall mean permanent buildings containing three or more residential units including condominiums, apartment houses, mobile-home parks, travel trailer parks and recreational vehicle parks.

“**Notice**” shall mean a writing served by a party or parties on another party or parties. Notice to Sweetman Sanitation must be mailed to PO Box 81, Redwood Falls, Minnesota 56283. Notice to City must be mailed to City Administrator, City of Redwood Falls, P.O. Box 526, Redwood Falls, Minnesota 56283.

“**Residential Customer**” means a Residential Unit located in the City which produces mixed municipal solid waste. “Residential unit” shall mean a dwelling within the incorporated areas of the City occupied by a person or group of persons comprising not more than two families. A residential unit to which service must be rendered under the provisions of this Ordinance shall be either a single-family residential unit or a duplex residential unit.

“**Service**” means the collection, transportation and disposal of mixed municipal solid waste.

“**Volume-based rate**” is a mixed municipal solid waste collection and disposal charge based on the number of gallons or cubic yards and the weight of the mixed municipal solid waste.

Section 4. Grant of Franchise Authority and General Provisions.

4.1 **Grant of Franchise and Authority.** Subject to the terms and conditions contained herein, the City hereby grants to Sweetman Sanitation the exclusive right, privilege and franchise during the term of the franchise to collect and haul mixed municipal solid waste generated by Residential Customers located within the incorporated areas of the City and any area that may hereafter be annexed to the City and, for that purpose, to utilize the streets of the City, and to do all things reasonably necessary or customary to accomplish these purposes, subject to other applicable ordinances, permit requirements, and to the further provisions of this ordinance. Multi-Residential Customers may elect to have their mixed municipal solid waste collected and disposed of pursuant to the terms of this Franchise, or may contract with Sweetman Sanitation or any other refuse hauler licensed by the City of Redwood Falls and Redwood County to have their mixed municipal solid waste collected or disposed of in a manner provided by Redwood Falls City Code. Sweetman Sanitation does not receive exclusive franchise rights herein for the collection or disposal of solid waste which is not “mixed municipal solid waste” as defined herein.

4.2 **Franchise Term.** The rights, privileges and franchise herein granted shall begin on the Effective Date, and shall be considered as a continuing five (5) year franchise. Thereafter, the franchise may be renewed for an additional five (5) year term on such terms and conditions as may be mutually acceptable to the City and Sweetman Sanitation. Sweetman Sanitation must request the renewal 90 days prior to the termination of the current franchise agreement to allow time for proper review and consideration by the Redwood Falls City Council. This franchise agreement may be amended by mutual consent of both parties from time to time during the Franchise Term. Nothing in this section restricts the City from suspending, modifying or revoking the franchise for cause pursuant to Section 9 of this Ordinance.

4.3 **Effective Date.** This franchise agreement is effective from and after its acceptance by Sweetman Sanitation or on September 29, 2024, whichever is earlier. Written acceptance by Sweetman Sanitation must be filed with the City Clerk within thirty (30) days after publication of

this Ordinance.

4.4 **Territorial Area Involved.** This franchise applies to any area within the corporate boundaries of the City, as it exists from time to time. In the event of annexation by the City, any new territory shall become part of the area covered, provided, however, in the event any Residential and Multi-Residential Customer located within any such annexed territory is a party to a written contractual agreement with some other waste hauler, the rights and privileges granted to Sweetman Sanitation by this franchise agreement shall not apply to such a customer until the expiration or termination of any such agreement. Notwithstanding the foregoing, the City hereby reserves the right to redefine the area for which this franchise is granted.

4.5 **Reservation of Rights.** Nothing contained in this franchise agreement shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the lawful excise of the police power, rights granted by statute, charter or city code, and the right of eminent domain by City.

4.6 **Additional Regulations.** City reserves the right to enforce such additional rules and regulations as may from time to time be deemed necessary to the protect the interest, safety, and welfare of the public in relation to the subject matter of this Franchise Ordinance.

4.7 **Publication Expense.** The expense of publication of this Franchise must be paid by Sweetman Sanitation.

Section 5. Conditions under which Franchise is Granted.

5.1 Sweetman Sanitation shall dispose of solid waste at the sanitary landfill site approved by Redwood County and comply with all applicable ordinances, laws, rules and regulations of the City of Redwood Falls, State of Minnesota and the United States of America.

5.2 Sweetman Sanitation shall provide and keep in force liability and other insurance in accordance with the following provisions:

A. **Commercial General Liability Insurance Policy:** Sweetman Sanitation shall maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall be written on an “occurrence” basis and not a “claims-made basis. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

B. **Automobile Liability Insurance:** Sweetman Sanitation shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.

C. **Professional Liability Insurance (when required):** Minimum amount of \$1,500,000 combined single limit (CSL) for all claims Sweetman Sanitation may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to

Sweetman Sanitation's professional services required under this Agreement. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and Sweetman Sanitation shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by Sweetman Sanitation to fulfill this requirement. In the event Combined Single Limits Coverage is not secured by Sweetman Sanitation, the following minimum limits apply:

\$2,000,000 Aggregate

\$1,000,000 per Wrongful Act or Occurrence

D. Excess Umbrella Liability Policy: The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The City must be endorsed as an additional insured on any umbrella/excess policy.

E. Worker's Compensation Insurance: Sweetman Sanitation shall provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Sweetman Sanitation shall also carry Employers' Liability Coverage with minimum limits as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

F. Sweetman Sanitation shall furnish the City with an original Certificate of Insurance listing the City as "Additional Insured" in all coverage areas except Worker's Compensation. Sweetman Sanitation's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Sweetman Sanitation's performance under this Agreement.

Any insurance policy required under this section shall remain in full force and effect at all times relevant to this franchise agreement. Sweetman Sanitation shall file a current certificate of insurance with the City during the first full term of this agreement and for each term herein provided. Such policies shall contain a provision requiring the City be notified at least thirty (30) days prior to the expiration or cancellation of any insurance policy. Failure to carry the required insurance shall be grounds for cancellation of this franchise agreement with the City.

5.3 Sweetman Sanitation shall obtain and maintain the required licensure pursuant to Redwood Falls City Code § 3.20, subd. 5.A.

5.4 Sweetman Sanitation shall provide sufficient collection vehicles, containers, facilities, personnel and finances to provide good service.

5.5 Sweetman Sanitation shall respond promptly and effectively to any complaint on service.

5.6 Sweetman Sanitation shall provide a performance bond in the amount of \$50,000.00 with a surety licensed to do business in the State of Minnesota conditioned upon the full and faithful performance of this franchise agreement.

5.7 Sweetman Sanitation shall maintain an accurate and complete log of Sweetman Sanitation's collection and transportation activities indicating the daily route of each vehicle, points of collection, times of collection, driver of the vehicle, and times of disposal of the solid waste, residential household garbage or recyclable material at the sanitary landfill or temporary transfer station. Sweetman Sanitation shall also maintain landfill receipts from equipment which carries exclusively mixed municipal solid waste from Redwood Falls. Sweetman Sanitation shall promptly make available to the City Administrator upon request said log information and landfill receipts. Sweetman Sanitation shall provide landfill receipts to the Redwood County Planning and Zoning Office.

5.8 Sweetman Sanitation shall not transfer this franchise in any way or any interest therein, or transfer any ownership interest in franchise, including but not limited to the transfer of franchisee stock to any other person without prior written approval of the City. A pledge of this franchise or any interest in franchisee or its stock as financial security shall be considered as a transfer for purposes of this section. The City may attach whatever conditions it deems necessary to any transfers.

Section 6. Collection Service Requirements.

6.1 Sweetman Sanitation shall collect residential municipal solid waste generated by Residential and Multi-Residential Units pursuant to this franchise agreement at least weekly. Hours of collection shall be between the hours 7:00 a.m. and 6:00 p.m.

6.2 Sweetman Sanitation shall notify the City Administrator at least fifteen (15) days prior to any proposed change in schedule of pickup.

6.3 Sweetman Sanitation will not be required to provide collection services on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day or other agreed upon federally observed holidays. If the schedule on file in the City Administrator's Office requires a collection on the above days, Sweetman Sanitation shall make the collection or pickup on the day following said holiday. Prior to January 1st of each year, Sweetman Sanitation shall provide an annual holiday collection schedule for use by City Staff.

6.4 In the event Sweetman Sanitation shall fail to make a solid waste pickup at any particular residence, as required, Sweetman Sanitation shall do so within 24 hours after notification by the resident or by the City.

6.5 Sweetman Sanitation shall provide and pay for all public service information (i.e. radio, newspaper, flyers and telephone book advertisement) regarding collection dates, retail locations special collection dates and a listed phone number for people to call Sweetman Sanitation for services.

6.6 Sweetman Sanitation and the City shall use a count of 1,867 Residential Customers and Multi-Residential Customers as the initial number of customers being serviced. Each month the number of customers will be adjusted based on the number of customers actually serviced by Sweetman Sanitation. Sweetman Sanitation agrees to discontinue service to a Residential Customer or Multi-Residential Customer on a temporary basis if the Customer will not reside in the residence

for a period of more than 30 days.

Section 7. Consideration.

As additional consideration for the rights, privileges, and franchise granted herein, Sweetman Sanitation shall provide service as necessary for the collection and disposal of solid waste from all City owned and operated facilities, properties, parks and street containers, at no extra cost to the City. This includes but is not limited to, all dumpsters that are located at City Hall, Fire Department, Library, Redwood Area Community Center, Liquor Lodge, Ramsey Park, Aquatic Center, Memorial Baseball Field, Electric Utilities, Water Treatment Plant, Airport, Animal Shelter and City Shop. Sweetman Sanitation shall provide extra dumpsters and solid waste collection for the City’s annual community festivals and City owned construction projects at no extra charge. For City construction projects, Sweetman Sanitation shall collect a maximum of 150 yards of solid waste per year without charge to the City.

Section 8. Rates.

Any changes to the rate schedule from the Franchise Holder will require a (60) day written notice and action by the City Council. Unless and until otherwise changed by the direction of the city council, the rates for services rendered under this ordinance shall be as follows:

8.1 **Basic service fees.** Sweetman Sanitation will make available to Residential Customers and Multi-Residential Customers carts to be used for collection and disposal of mixed municipal solid waste. These carts will remain the property of Sweetman Sanitation but will be distributed to Customers without cost. The carts shall be in three different sizes: 35-gallon, 64-gallon and 96 gallon. Customers will be able to choose which size best serves their individual needs. Once the carts are delivered to Customers, Sweetman Sanitation shall charge each Residential and Multi-Residential Customer the following:

Service Level	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
35-Gallon	\$8.50	\$8.71	\$8.93	\$9.15	\$9.38
64-Gallon	\$11.00	\$11.28	\$11.56	\$11.85	\$12.14
96-Gallon	\$13.00	\$13.33	\$13.66	\$14.00	\$14.35
Valet Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 nd Cart of equal or smaller size	\$7.50	\$7.69	\$7.88	\$8.08	\$8.28
Overflow tags	\$3.00	\$3.08	\$3.15	\$3.23	\$3.31

The rate changes described in this paragraph shall become effective on the first day of the billing cycle which occurs after September 29 of each year this franchise agreement is in effect. The City shall assume the responsibility of billing and collecting said fees. The City will remit the resulting balance to Sweetman Sanitation within thirty (30) days.

8.2 Customer billing services will be provided by the City of Redwood Falls on a monthly basis with an additional monthly customer billing administration fee to be set by the

Redwood Falls City Council and collected/retained by the City of Redwood Falls.

8.3 **Failure to Pay.** In the event that any Residential and Multi-Residential Customer fails to pay the City the basic service fees described in Section 8.1 or 8.2, the City shall notify Sweetman Sanitation and service to that customer shall be terminated. Sweetman Sanitation agrees to cooperate with the City in prosecution of its mandatory pickup ordinance. The basic service fees to be charged by Sweetman Sanitation may be changed only by the City Council when deemed necessary or expedient. Sweetman Sanitation shall submit any proposed fee changes to the City Administrator for transmittal to the City at least sixty (60) days prior to the proposed effective date of the fee changes.

Section 9. Termination or Suspension.

The City Council may terminate or suspend upon notice and hearing this franchise for any of the following reasons:

9.1 Loss of the Sweetman Sanitation's license to operate as a solid waste collector;

9.2 Failure of Sweetman Sanitation to render prompt and effective service to persons within its service area;

9.3 Failure of Sweetman Sanitation to comply with any provision of this Franchise, Redwood Falls City Code § 3.20, or any applicable laws, rules and regulations of the State of Minnesota and the United States of America; or

9.4 Failure of Sweetman Sanitation to comply with any provision of the Redwood County Solid Waste Plan.

Section 10. Defense and Indemnification.

10.1 **Terms.** Sweetman Sanitation will defend, indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property caused during the performance of the rights, privileges and franchise herein granted.

10.2 **Litigation.** If a suit is brought against the City under circumstances where the agreement in this Section 10 to indemnify applies, Sweetman Sanitation at its sole cost and expense will defend the City in such suit if Notice thereof is promptly given to Sweetman Sanitation within a reasonable period. If Sweetman Sanitation is required to indemnify and defend, it will thereafter have control of such litigation, but Sweetman Sanitation may not settle such litigation without the consent of the City, which consent will not be unreasonably withheld. This section is not as to third parties a waiver of any defense or immunity otherwise available to the City; and Sweetman Sanitation, in defending any action on behalf of the City is entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

Section 11. Limitation on Applicability.

This Ordinance constitutes a franchise agreement between the City and Sweetman Sanitation.

No provision of this franchise inures to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

Section 12. Previous Franchises Superseded.

This franchise supersedes and replaces any previous franchises granted to Sweetman Sanitation or its predecessors.

Section 13. Amendments.

This franchise agreement may be amended at any time by mutual consent of both parties. An amendatory Ordinance becomes effective upon the filing of Sweetman Sanitation's written consent thereto.

Section 14. Severability.

If any portion of this franchise agreement is found to be unenforceable for any reason, the validity of the remaining provisions will not be affected.

Section 15. Summary Approved.

The Council hereby determines that the text of the summary of this Ordinance prepared by Trenton Dammann, the City Attorney, marked "Official Summary of Ordinance No. 93, Fourth Series", a copy of which is attached hereto, clearly informs the public of the intent and effect of this Ordinance. The Council further determines that publication of the title and such summary will clearly inform the public of the intent and effect of the Ordinance.

Section 16. Posting and Filing.

The city clerk shall see that a copy of this ordinance is available for inspection by any person during regular office hours at the office of the City Clerk.

Section 17. Publication Period.

The City Clerk shall publish the title of this Ordinance and the Official Summary in the official newspaper with notice that a printed copy of the Ordinance is available for inspection by any person during regular office hours at the office of the City Clerk.

Section 18. Effective Date.

The effective date of this Franchise shall be the earlier of September 29, 2024, or the date of acceptance by Sweetman Sanitation in accordance with the provisions of Section 4.3.

Adopted by the Council this ____ day of _____, 2024.

Tom Quackenbush
Mayor

Attest:

Keith Muetzel
City Administrator

ACCEPTED: This Franchise is accepted and Sweetman Sanitation agrees to be bound by its terms and conditions.

Sweetman Sanitation

Dated: _____

By: _____
Raymond Sweetman
Its Chief Executive Officer

Introduction: 08/06/2024
Posting:
Adopted:
Approval Published:



Kari Klages
Finance Director
City of Redwood Falls
Phone: 507-616-7400
kklages@ci.redwood-falls.mn.us

AGENDA MEMO

Meeting Date: August 6, 2024

Agenda Item: Approval of U.S. Card Systems Consultation Program Proposal

Recommendation/Action Requested: Staff recommends approval of the U.S. Card Systems Consultation Program Proposal.

Summary/Overview: In an effort to effectively manage continuously increasing credit card processing fees, staff is looking to partner with U.S. Card Systems and utilize their Consultation Program. U.S. Card Systems is a credit card processor with an Interchange Management Division that specializes in getting credit card processing fees significantly reduced for businesses. U.S. Card Systems will consult and negotiate savings on the behalf of the City of Redwood Falls as well as continue to assist in monitoring those fees moving forward.

The initial review of our credit card statements for City Hall, the Redwood Area Community Center, and the Liquor Lodge determined an estimated savings of \$11,360 a year. This savings is after consultation fees which are equal to 1/5th of the total savings negotiated by U.S. Card Systems (approximately \$239.80 per month). U.S. Card Systems will not assess any fees until we have written confirmation of a successful negotiation to lower the City's credit card processing rate structure.

With the highly specialized and complicated field of credit card processing, the benefits of partnering with U.S. Card Systems goes beyond the annual savings. They are experts in the field and will continue to monitor our current processing fees as well as review any future credit card processing vendor proposals. Staff recommends approval of the U.S. Card Systems Consultation Program Proposal.

Attachments: U.S. Card Systems Consultation Program Proposal



Send to: City of Redwood Falls	From: U.S. Card Systems
Attention: Kari Company	From: Wrina' Norton
Phone #: 507.616.7400	Phone #: (218) 825-0110
kkages@ci.redwoodfalls.mn.us	Fax #: (888) 777-4919
Date: 7.9.2024	Total Pages: 6

Thank you for taking the time with me today to learn more about our Consultation Program. We are a credit card processor with an Interchange Management Division that specialized in getting credit card processing fees significantly reduced for a business that has no desire to change processing companies.

We consult and negotiate savings for you using over 29 years of experience, knowledge and industry trade secrets; best of all, we assist you in monitoring this moving forward.

We make it as simple as:

- A) Review – Current provider Summary Statements
- B) Consult – Work directly with your current provider – **NO SWITCHING**
- C) Monitor – All future statements and manage calls & proposals from other providers

*** Average Annual Savings combined **after** Consult Fee(s) will be no less than
 \$ 4860+ per year
 * Nexio - \$3150
 * Chase - \$715
 * Paylidyfy - \$995

This letter is to confirm that there will be **NO** Monthly Fee assessed until we have written confirmation of a successful negotiation with your current provider to have them lower your credit card processing rate structure.

We will also review all future offers that you may receive to ensure your business is always receiving the lowest possible wholesale pricing available in the industry.

Sincerely,

Wrina' Norton
 Senior Account Executive
 Consultation Department
 U.S. Card Systems
 Office (218) 825-0110
 administration@uscardsystems.com

Client Authorization Form

City of Redwood Falls ("Merchant") fully authorizes U.S. Card Systems and/ its partners, employees or assigns (USCS) to contact, communicate and negotiate with _____ ("Processor") and /or a third party processor on behalf of Merchant regarding all aspects of the credit card processing agreement between Processor and Merchant relating to any and all services and or products provided to Merchant by Processor. Merchant authorizes USCS to receive statements and or documentation directly from Processor and or third-party processor reflecting any charges on Merchant's account.

Merchant fully authorizes and instructs Processor to comply with any and all requests made by USCS and to provide any documents requested by USCS relating to Merchant's business and its account with Processor. USCS is fully authorized to negotiate on behalf of Merchant, and Processor is authorized and instructed by Merchant to deal with USCS with the full understanding that USCS has the authorization to act on Merchant's behalf.

Merchant Business Name: _____

Merchant Street Address: _____

Merchant Identification Numbers: _____

Merchant Contact Name: _____

Merchant Signature: **X** _____

Title: _____

Date: 7.9.2024

Interchange Management Agreement

This agreement dated 7.9.2024, is made by and between City of Redwood Falls, whose address is 333 S. Washington St. Redwood Falls MN referred to as "Company", and U.S. Card Systems, whose address is 17163 State Highway 371 North, Brainerd, MN 56401, referred to as "Consultant."

1. Consultation Services. The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers and employees of the company concerning matters relating to the management of the credit card processing account. These services include analyzing the company's merchant processing statements, negotiating on company's behalf to reduce processing fees and monitor statements to ensure accuracy.
2. Performance of Services. The manner in which the Services are performed and the specific hours to be worked by the consultant shall be determined by consultant. Company will rely on consultant to work as many hours as may be reasonably necessary to fulfill consultant's obligation under this agreement.
3. Company will pay a fee to consultant for the services of \$14.95 per month. This fee shall be payable monthly, no later than the 30th day of the month following the period during which the Services were performed.
4. Relationship of Parties. It is understood by the parties that consultant is an independent contractor with respect to the company, not an employee of company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of consultant.
5. Term/Termination. This agreement shall be effective for a period of 2 years and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.
6. Confidential Information. The consultant agrees that information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.
7. This agreement shall be governed by the laws of the State of Minnesota.
8. Signatures. Both the company and the consultant agree to the above contract.

Signature: X Printed Name: _____

Company Name: City of Redwood Falls Date: 7.9.2024

Consultant: Wrina Norton

Paylidyfy

Interchange Management Agreement

Liquor Lodge

This agreement dated 7.9.2024 is made by and between City of Redwood Falls, whose address is 1040 E. Bridge St. Redwood Falls MN, referred to as "Company", and U.S. Card Systems, whose address is 17163 State Highway 371 North, Brainerd, MN 56401, referred to as "Consultant."

1. Consultation Services. The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers and employees of the company concerning matters relating to the management of the credit card processing account. These services include analyzing the company's merchant processing statements, negotiating on company's behalf to reduce processing fees and monitor statements to ensure accuracy.
2. Performance of Services. The manner in which the Services are performed and the specific hours to be worked by the consultant shall be determined by consultant. Company will rely on consultant to work as many hours as may be reasonably necessary to fulfill consultant's obligation under this agreement.
3. Company will pay a fee to consultant for the services of \$19.95 per month. This fee shall be payable monthly, no later than the 30th day of the month following the period during which the Services were performed.
4. Relationship of Parties. It is understood by the parties that consultant is an independent contractor with respect to the company, not an employee of company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of consultant.
5. Term/Termination. This agreement shall be effective for a period of 2 years and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.
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7. This agreement shall be governed by the laws of the State of Minnesota.
8. Signatures. Both the company and the consultant agree to the above contract.

SIGNATURE X _____ DATE 7/9/24 CONSULTANT Wanda Norton
PRINTED NAME _____
COMPANY NAME Liquor Lodge

Interchange Management Agreement

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2. Performance of Services. The manner in which the Services are performed and the specific hours to be worked by the consultant shall be determined by consultant. Company will rely on consultant to work as many hours as may be reasonably necessary to fulfill consultant's obligation under this agreement.
3. Company will pay a fee to consultant for the services of \$64.95 per month. This fee shall be payable monthly, no later than the 30th day of the month following the period during which the Services were performed.
4. Relationship of Parties. It is understood by the parties that consultant is an independent contractor with respect to the company, not an employee of company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of consultant.
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8. Signatures. Both the company and the consultant agree to the above contract.

SIGNATURE X DATE 7/9/24 CONSULTANT Wrina Norton
 PRINTED NAME _____
 COMPANY NAME City of Redwood Falls

**U. S. Card Systems
Merchant Authorization Release for ACH**

City of Redwood Falls
LEGAL BUSINESS NAME

333 S. Washington St.
BUSINESS ADDRESS

Redwood Falls, MN. 56283
CITY, STATE, ZIP CODE

41.6005484 _____
FEDERAL TAX ID# SSN (LAST 4 DIGITS) DOB

The undersigned authorizes U. S. Card Systems to credit or debit its account for the following items:

- AUTHORIZATION TO CLOSE PROCESSING ACCOUNT PER MERCHANT REQUEST
- INCOME DISTRIBUTION
- ADJUSTMENTS
- CONSULTATION
- CORRECTIONS
- UNCOLLECTED MERCHANT REJECTS AND CHARGEBACKS
- EQUIPMENT
- SUPPLIES

The credits and debits pursuant to this agreement will be effected through the Federal Reserve automated clearing house system.

FINANCIAL INSTITUTION NAME

STREET ADDRESS

CITY, STATE, ZIP CODE

NAME AS IT APPEARS ON THE ACCOUNT

ROUTING AND TRANSIT NUMBER (9 DIGITS) ACCOUNT NUMBER

Account Type: Checking Only **PLEASE INCLUDE A COPY OF A VOIDED BUSINESS CHECK**

The undersigned represents and warrants U. S. Card Systems that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and the Account Holder is true and correct. U.S. Card Systems is a registered ISO/MSP of First National Bank of Omaha

X
Account Owner Signature

7.9.2024
Date

Printed Name and Title



Send to: Redwood Area Community Center	From: U.S. Card Systems
Attention: Ross Company	From: Wrina' Norton
Phone #: 507-616-7444	Phone #: (218) 825-0110
rnachreiner@ci.redwood-falls.mn.us	Fax #: (888) 777-4919
Date: 7.9.2024	Total Pages: 4

Thank you for taking the time with me today to learn more about our Consultation Program. We are a credit card processor with an Interchange Management Division that specialized in getting credit card processing fees significantly reduced for a business that has no desire to change processing companies.

We consult and negotiate savings for you using over 29 years of experience, knowledge and industry trade secrets; best of all, we assist you in monitoring this moving forward.

We make it as simple as:

- A) Review – Current provider Summary Statements
- B) Consult – Work directly with your current provider – **NO SWITCHING**
- C) Monitor – All future statements and manage calls & proposals from other providers

***** Average Annual Savings after Consult Fee will be no less than \$ 6500⁺ per year**

This letter is to confirm that there will be **NO** Monthly Fee assessed until we have written confirmation of a successful negotiation with your current provider to have them lower your credit card processing rate structure.

We will also review all future offers that you may receive to ensure your business is always receiving the lowest possible wholesale pricing available in the industry.

Sincerely,

Wrina' Norton
Senior Account Executive
Consultation Department
U.S. Card Systems
Office (218) 825-0110
administration@uscardsystems.com

Client Authorization Form

Redwood Area Community Center ("Merchant") fully authorizes U.S. Card Systems and/ its partners, employees or assigns (USCS) to contact, communicate and negotiate with Global Payments ("Processor") and /or a third party processor on behalf of Merchant regarding all aspects of the credit card processing agreement between Processor and Merchant relating to any and all services and or products provided to Merchant by Processor. Merchant authorizes USCS to receive statements and or documentation directly from Processor and or third-party processor reflecting any charges on Merchant's account.

Merchant fully authorizes and instructs Processor to comply with any and all requests made by USCS and to provide any documents requested by USCS relating to Merchant's business and its account with Processor. USCS is fully authorized to negotiate on behalf of Merchant, and Processor is authorized and instructed by Merchant to deal with USCS with the full understanding that USCS has the authorization to act on Merchant's behalf.

Merchant Business Name: Redwood Area Community Center

Merchant Street Address: 901 Cook St. Redwood Falls, MN 56283

→ Merchant Identification Numbers: _____

Merchant Contact Name: Boss Nachreiner

Merchant Signature: X _____

Title: Parks & Rec. Director

Date: 7.9.2024

Interchange Management Agreement

This agreement dated 7.9.2024, is made by and between Redwood Area Community Center, whose address is 901 Cook St. Redwood Falls MN 56283, referred to as "Company", and U.S. Card Systems, whose address is 17163 State Highway 371 North, Brainerd, MN 56401, referred to as "Consultant."

1. Consultation Services. The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers and employees of the company concerning matters relating to the management of the credit card processing account. These services include analyzing the company's merchant processing statements, negotiating on company's behalf to reduce processing fees and monitor statements to ensure accuracy.
2. Performance of Services. The manner in which the Services are performed and the specific hours to be worked by the consultant shall be determined by consultant. Company will rely on consultant to work as many hours as may be reasonably necessary to fulfill consultant's obligation under this agreement.
3. Company will pay a fee to consultant for the services of \$139.95 per month. This fee shall be payable monthly, no later than the 30th day of the month following the period during which the Services were performed.
4. Relationship of Parties. It is understood by the parties that consultant is an independent contractor with respect to the company, not an employee of company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of consultant.
5. Term/Termination. This agreement shall be effective for a period of 2 years and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.
6. Confidential Information. The consultant agrees that information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.
7. This agreement shall be governed by the laws of the State of Minnesota.
8. Signatures. Both the company and the consultant agree to the above contract.

SIGNATURE X

DATE 7/9/24

CONSULTANT Whina Norton

PRINTED NAME Ross Nachreiner

COMPANY NAME Redwood Area Community Center

**U. S. Card Systems
Merchant Authorization Release for ACH**

City of Redwood Falls / Redwood Area Community Center
LEGAL BUSINESS NAME

901 Cool St.
BUSINESS ADDRESS

Redwood Falls, MN 56283
CITY, STATE, ZIP CODE

41-6005484
FEDERAL TAX ID#

SSN (LAST 4 DIGITS)

DOB

The undersigned authorizes U. S. Card Systems to credit or debit its account for the following items:

- AUTHORIZATION TO CLOSE PROCESSING ACCOUNT PER MERCHANT REQUEST
- INCOME DISTRIBUTION
- ADJUSTMENTS
- CONSULTATION
- CORRECTIONS
- UNCOLLECTED MERCHANT REJECTS AND CHARGEBACKS
- EQUIPMENT
- SUPPLIES

The credits and debits pursuant to this agreement will be effected through the Federal Reserve automated clearing house system.

FINANCIAL INSTITUTION NAME

STREET ADDRESS

CITY, STATE, ZIP CODE

NAME AS IT APPEARS ON THE ACCOUNT

ROUTING AND TRANSIT NUMBER (9 DIGITS)

ACCOUNT NUMBER

Account Type: Checking Only

PLEASE INCLUDE A COPY OF A VOIDED BUSINESS CHECK

The undersigned represents and warrants U. S. Card Systems that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and the Account Holder is true and correct. U.S. Card Systems is a registered ISO/MSP of First National Bank of Omaha

X
Account Owner Signature

Date

Boss Nachreiner
Printed Name and Title

Parks, Rec. Director



Proclamation Declaring August 17th, 2024, as “Joe Hendry Day”

Whereas, the State of Minnesota has a long history of being a regional center of professional wrestling supported by generations of ardent fans; and

Whereas, several well-known professional wrestlers have either originated from within Minnesota or saw their careers begin and/or flourish here; and

Whereas, to this day professional wrestling circuits and promotions continue to operate within the State; and

Whereas, the City of Redwood Falls is proud to be a part of this great tradition; and

Whereas, on August 17, 2024, Redwood Falls will be hosting ‘Falls Fury,’ a live professional wrestling event, and

Whereas, Joe Hendry, is a talented and rising star in professional wrestling hailing from Edinburgh, Scotland that has entertained fans all over the world since 2013; and

Whereas, Joe Hendry will be present that very day to entertain the fans in Redwood Falls, just as he has done in London, Paris, Tokyo, Scotland, Canada, and Mexico; and

Whereas, the City of Redwood Falls believes in Joe Hendry and recognizes this special day as a ‘prestigious’ event.

Now, Therefore be it resolved and proclaimed, by the Mayor of the City of Redwood Falls that August 17, 2024, be known as ‘Joe Hendry Day,’ in the City of Redwood Falls.

In Witness Whereof, I have hereunto set my hand and caused the corporate seal of the City of Redwood Falls to be affixed this 6th day of August, 2024.

Tom Quackenbush, Mayor
City of Redwood Falls, Minnesota