



**City Council – Meeting Agenda**  
**April 6, 2021 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
  - Approve minutes of March 2, 2021.
  - Approve minutes of March 16 & 19, 2021.
  - Approve hiring of part-time officer Russell Lipinski.
  - Approve updated police department policies (POST Mandated).
  - Approve purchase agreement for PID 020054100.
  - Approve Vet Clinic horse clinic on April 17, 2021.
  - Approve Vet Clinic Indemnification Agreement for April 17, 2021.
  - Approve payment of bills.
5. Deb Olson – Parking Regulations
6. Discussion on appointing members to Joint Planning Board with Gilmanton Township.
7. Jim Martinson – Telecommuter Forward! Certification
  - Consider Resolution #2021-10 Supporting Telecommuter Forward Certification.
8. Mayor's Comments & Open Forum
9. Department Reports:
  - City Attorney – Adam Ripple
  - Police Department –Katie McMillin
  - City Engineer – Jon Halter
  - Public Works/Fire – Mark Pappenfus
    - Hiperline Manhole Lining Quote
    - Gray Storage Shed Addition
  - Administration – Sarah Brunn
    - Update on Hwy 23 Project
    - Update on market values – Open Book Meetings
10. Old Business
11. New Business
  - Consider Petition of Annexation – 5618 Highway 25 NE



**City Council – Meeting Agenda**  
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12. Discussion on purchase of PID 020049300 & PID 020050000.
  - Close the meeting per Minn. Stat. 13D.05 Subd. 3(c) 13D.05 – discussion on potential land price of PID 020049300 & PID 020050000.
13. Adjourn

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – March 2, 2021

The Foley City Council held a regular meeting on March 2, 2021, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Rosalie Musachio, and Gary Swanson.

Members Absent: None

The pledge of allegiance was recited.

Motion by Swanson, seconded by Gondeck, to approve the agenda. Motion carried, unanimous.

**Consent Agenda**

Motion by Gondeck, seconded by Musachio, to approve the consent agenda, which includes the following:

- Approve minutes of February 2, 2021.
- Approve Municipal Maintenance Agreement with Benton County.
- Adopt Resolution #2021 – 05 Supporting Infrastructure Accountability.
- Adopt Resolution #2021-04 Approve 2020 Transfers.
- Adopt Resolution #2021-06 Accepting Donation.
- Adopt Resolution #2021-07 Application to PFA.
- Appoint Deb Mathiowetz to the Planning Commission
- Approve payment of bills.

Motion carried, unanimous.

**Benton County Commissioner – Scott Johnson**

Benton County Commissioner Scott Johnson addressed the city council and publically thanked the city and staff for inviting him to the Orderly Annexation Informational meeting on Feb. 23. The meeting was open to the public and well attended by residents of Gilmanton Township.

**Discussion on Orderly Annexation Agreement**

City Administrator, Sarah Brunn, gave a brief update on the Orderly Annexation Agreement with the township. The most recent proposed changes to the agreement were discussed at the informational meeting on Feb. 23. City Engineer Jon Halter shared a map that shared the proposed solar garden buffer. The buffer separates the solar installations from the right-of-way by 500 feet. Other recent changes included county standards that would better align the agreement with the county code. The agreement with the newest round of changes was sent to the township for comment, but the city has not received word from them yet.

Motion by Gondeck, seconded by Swanson, to adopt the revised Orderly Annexation Agreement as presented. Motion carried, unanimous.

**Foley Fun Days – Juanita Beauchamp – Request use of streets for June 21-23, 2021**

Juanita Beauchamp addressed the council. She thanked the council and city hall staff for their support of Foley Fun Days. She assured the council that the Fun Days committee planned to follow any protocols enacted by the governor that would be enforced during the event dates. Beauchamp requested the use of city streets for Foley Fun Days scheduled for June 21-23, 2021.

Motion by Swanson, seconded by Gondeck, to grant the request for the use of city streets during Foley Fun Days 2021. Motion carried, unanimous.

### **Public Hearing – Zoning Ordinance Amendment – Menu Board Signs**

At 5:37 p.m. the regular meeting was suspended for the public hearing for the proposed zoning ordinance amendment regarding menu boards.

No one spoke.

At 5:38 p.m. the regular meeting was reconvened.

Motion by Gondeck, seconded by Swanson, to adopt Ordinance #454 Amending the Zoning Ordinance Relating to Menu Board Signs.

Musachio asked if the Planning Commission had approved the amendment. Gondeck said yes.

Motion carried, unanimous.

### **Mayor's Comments and Open Forum**

No one spoke.

### **Department Reports**

#### **Police Department**

Police Chief Katie McMillin gave the council a brief update regarding the February crime stat report. There were a total of 257 calls for assistance for the month – medical assistance calls and gas drive offs were up.

#### **City Engineer**

City Engineer Jon Halter gave an update of the MNDot Hwy 23 project, specifically the water/sewer design for the water crossing under the roundabout.

MNDot needs to make additional utility improvements to the project. The city has an existing sewer and water crossing through the intersection in a casing pipe. This will need to be rerouted east and back to the west so it goes around the roundabout instead of through it. The estimated cost to the city is \$207,000.

MNDot also requested the city move the existing storm sewer on the north side of the roundabout under the proposed curb and gutter 10-15 feet to the north. MNDot says they need the room for their proposed improvements. The benefit to the city is that if we needed to do maintenance to our sewer, we could reach it without cutting into Hwy 23. The estimated cost to the city for this project is \$120,000.

Discussions and questions followed. Halter explained that the storm sewer is an outfall pipe from the schools ponds. It is largely used for the school district for water discharge but is owned by the city. It is possible that the school district might be willing to help with the relocation cost. Halter also shared that they are discussing with MNDot the possibility of leaving the casing pipe given that it is relatively new (2008). The city can submit an exception letter to ask for a variance. It will take a couple weeks to get a resolution. Halter continued by giving an overview of the stages of the project. The first stage would

begin once school is out for the summer and would last into the fall. He would keep the council updated on the state of the requested variance.

### **Public Works and Fire Department**

Public Works Director and Fire Chief Mark Pappenfus updated the council. Public Works is working toward opening the pool this year unless restrictions change due to covid concerns. Our same pool manager from two years ago plans to return as well as the assistant pool manager. Pool opening is planned for early June. The maintenance to the pool's coping is planned for early May. Questions and discussion followed. Pappenfus also shared the city park shelters were available for reservations and that the new play structure for Holdridge Park has arrived and will be installed in May. Discussion followed regarding concerns of vandalism to the bathrooms in previous years. Pappenfus said more discussions would be needed prior to opening the bathrooms to the public.

### **Administration**

City Administrator Sarah Brunn updated the council on several items. Two proposals for compensation studies were in the council's packet. Staff recommended accepting the proposal from Paul Ness. Brunn reminded the council the city had not done a comp study in more than 20 years. The study would allow the city to remain competitive with the market and make sure job descriptions are compliant. The goal of the study is to continue to attract and retain the best people possible. Discussion followed.

Motion by Gondeck, seconded by Musachio, to proceed/accept the proposal from Paul Ness. Motion carried, unanimous.

Brunn reviewed the current meeting room rental policy which allows meetings that the city is directly involved in. She informed the council that staff had reviewed the current covid numbers and was comfortable with opening the council room to additional meeting rentals with a \$25 cleaning fee in addition to the rental fee of \$50 when applicable. Brunn asked if the council was comfortable with opening up the meeting room for outside rentals. Room capacity would be capped at 35 people. The council agreed to allow staff more discretion in room rentals.

Brunn also informed the council the yearly audit was scheduled for the second week in April. She reminded the council they may be personally contacted by the auditors by phone or email.

In agreement with the county assessor's office, the open book meeting would be held on April 20. There would be an option for residents to schedule an appointment with the county assessor as part of the Board of Equalization process.

### **Old Business**

Brunn provided an update to the council on the wastewater project. Staff is meeting with the Rural Water to discuss the rate study. Staff will also meet tomorrow with St. Cloud and the city engineers. They are still finalizing route and pumping amounts. Plans will be submitted the end of March. Brunn also addressed the question regarding PSIG funds, "How do we fund the project if PSIG is not available?" We will not know about available PSIG funds until this summer. According to the PFA and city engineers the option open to the city would be to issue a temporary debt service to bridge the gap until the funding comes through. It is very common for cities to do this.

## **New Business**

### **Discussion on purchase request of PID 130007602**

Brunn presented a request to the council the city had received to purchase land PID 130007602. Discussion followed. The council was in agreement that with the wastewater project currently taking a priority it was not the right time to sell this piece of land.

### **Discussion on purchase of PID 020049300 & PID 020050000.**

At 6:07 p.m. Mayor Bettendorf closed the meeting per Minn. Stat. 13D.05 Subd. 3(c) 13D.05 – for discussion on potential land price of PID 020049300 & PID 020050000.

At 6:17 p.m. the meeting reconvened. Staff was directed to continue discussions.

Motion by Gondeck, seconded by Musachio, to adjourn. Motion carried, unanimous.

Meeting adjourned.

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Sarah A. Brunn, Administrator

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – March 16, 2021

The Foley City Council held a regular meeting on March 16, 2021, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Rosalie Musachio, Gary Swanson, and Jack Brosh.

Members Absent: None

The pledge of allegiance was recited.

Motion by Swanson, seconded by Gondeck, to approve the agenda. Motion carried, unanimous.

**Consent Agenda**

Motion by Gondeck, seconded by Swanson, to approve the consent agenda, which includes the following:

- Appoint Councilmember Rosalie Musachio to Planning Commission.

Motion carried, unanimous.

**Discussion on orderly annexation agreement and annexation petition**

The council discussed Resolution #2021-08 Petition of Annexation. Sarah Brunn, City Administrator gave an overview of the resolution and answered council questions regarding the petition process. Brunn explained that if the council passes the petition today it starts a 30-day clock. At the end of 30 days, the petition is submitted to the state. If anything changes during that 30-day waiting period, the council could readdress the petition. Discussion followed.

Adam Ripple, City Attorney, also answered questions from the council and provided additional information. He referred the council to their packets and explained that additional parcels were identified and included in the resolution beyond what was discussed in the Orderly Annexation Agreement. Discussion followed. Ripple advised the council that they could choose to recess tonight's council meeting until after the Gilman Township board meeting on March 17 to see if the township agrees to adopt the Orderly Annexation Agreement (OAA).

Motion by Gondeck, seconded by Swanson, to pass Resolution #2021-08 Petition of Annexation.

Discussion followed.

Motion carried, with Gondeck, Musachio, Bettendorf, and Swanson voting aye. Brosh voting nay.

Motion by Musachio to terminate negotiations on the OAA and withdraw offer of OAA from the township.

Discussion followed. Musachio said the motion was necessary to end the time staff was needing to spend on managing the negotiations with the township.

The motion failed to receive a second and therefore did not proceed to a vote.

## **Mayor's Comments & Open Forum**

No one spoke.

## **Department Reports**

### **City Attorney**

Adam Ripple city attorney stated that he had nothing else to report back to the council at this time.

### **Administration**

Sarah Brunn said she had nothing else to report to the council at this time. Her wastewater project update would be shared under Old Business.

### **Old Business**

Brunn gave an overview of the wastewater project and where it currently stands. Brunn directed the council to their packets and the latest calculations of the connection fee. Discussion followed. The map of the proposed route and lift station locations are still being finalized. Brunn explained they are getting very close to a final plan. The water would be metered on both ends – one in Foley and one at the St. Cloud treatment plant.

Brunn also updated the council on discussions with installing a fiber conduit along with the wastewater pipe. Staff will be meeting with Benton County tomorrow. The county could potentially share in a portion of the cost for the fiber. Additional fiber could be added to the 2022 highway project and would extend the fiber east of Foley and hopefully assist with a plan to extend even beyond Foley to other areas of Benton County. Benton County has stated it would like to be able to connect their east gate building located in St. Cloud. Staff is exploring the possibility that the county could connect directly along our fiber route. There is also the possibility of connecting the fiber directly with Sauk Rapids which would provide a more secure connection for the police department.

### **New Business**

No new business.

## **Discussion on purchase of PID 020049300 & PID 020050000.**

At 6:02 p.m. Mayor Bettendorf closed the meeting per Minn. Stat. 13D.05 Subd. 3(c) 13D.05 – for discussion on potential land price of PID 020049300 & PID 020050000.

At 6:08 p.m. the meeting reconvened. Staff was directed to continue discussions.

Discussion followed with Doug Lezer chair of the Gilmanton Township Board. Mayor Bettendorf and the council expressed the strong desire to have the OAA with the township rather than the Petition for Annexation. Several council members expressed their opinions and restated the city's position. Discussion followed.

Motion by Gondeck, seconded by Swanson, to recess the meeting and reconvene on Friday, March 19, at 12 p.m. Motion carried, unanimous.

Meeting recessed at 6:22 p.m.

Meeting reconvened on Friday, March 19, at 12 p.m.



Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Rosalie Musachio, and Gary Swanson.

Members Absent: Jack Brosh

Update on Gilmanton Township Meeting

- Discussion on Resolution #2021 – 09 Orderly Annexation and Joint Planning Agreement with Gilmanton Township.

Sarah Brunn City Administrator gave an overview of the meeting with the Gilmanton Township board on Wednesday, March 17. The board voted to approve the OAA with one small change regarding insurance. The board asked the city to put a rider on the city's insurance to protect the board. This is the only change from the latest draft. The joint committee with the township would be four members (2 from the council and 2 from the township board) and 500 feet solar setbacks. The vote was unanimous from the township board to approve the OAA. Discussion and questions followed.

Motion by Gondeck, seconded by Swanson, to approve the Orderly Annexation Agreement with the stated change.

Motion carried with Gondeck, Bettendorf, and Swanson voting aye. Musachio voted nay.

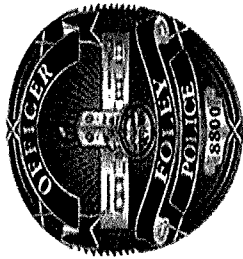
Motion by Gondeck, seconded by Swanson, to adjourn the meeting.

Motion carried, unanimous.

Meeting adjourned at 12:10 p.m.

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Sarah A. Brunn, Administrator



# Foley Police Department

## Calls for Service - 2021

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	20	20	18										
Equipment Vio.	44	34	31										
Speed	19	16	32										
DWI/DUI	0	0	0										
DAR/S/C	2	1	0										
# Citations Issued	*15	*10	*10										
Accidents	1	2	3										
Hit and Run	0	0	0										
Gas Drive Offs	1	4	1										
Thefts	8	8	8										
Controlled Substance	1	2	2										
Suspicious Activity	26	21	20										
Burglaries/Robbery	1	2	0										
Medicals/Welfare	15	23	12										
Assaults/Domestic	2	2	5										
Harassment	0	2	4										
CDP/Vandalism	0	1	1										
Animal Complaints	6	2	5										
City Ordinance	17	6	27										
Parking Tickets	21	17	19										
Disturbing the Peace	5	0	6										
Gun Permits	4	5	6										
Warrant Arrests	1	2	1										
Civil	4	2	7										
Lockout	2	4	5										
Assist other Agencies	20	11	19										
Special Events	6	0	6										
Misc.	54	70	87										
TZD Hours	0	6 Hours	6 hours										
Total:	280	257	325										

Misc Includes: Alarms, Extra Patrols, House watches, Matter of Info, etc.

KM8801

# Foley Police Department

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## Policy/Procedure Manual Modifications

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2/28/2020:

6400.2.4: Facial Hair : Page 2623 : Change to allow facial hair if kept short and neatly trimmed

2/28/2020:

202.A.1.10: Mental Health/Implicit Bias/Crisis Intervention Training : Page 15 :  
Added POST mandated Training as of July 2018.

11/10/2020:

202: Training Requirement : Page 14: Change to ALL League of MN Cities (LMC) Online Patrol Courses yearly In Use of Force, Crisis Conflict, Community Diversity, OSHA, and critical knowledge categories. This is for courses are continually getting added.

300: Use of Force : Page : 17  
Added POST mandated policy updates

1301: Eye Witness Identification : Page 115  
Added POST mandated policy updates

2200.8: Mandated Shift Requirement : Page 135  
Change to part-time officers are required to work minimum of 2 shifts per month

3/16/2021:

300: Use of Force: Page : 20  
Added POST mandated police updates

4500: Sexual Assault Investigations: Page: 211  
Added POST mandated policy updates

Appendix: Added Use of Force Learning Objective : Page 280

# Foley Police Department

## Policy/Procedure Manual

### Chapter 3

#### 300 : USE OF FORCE AND DEADLY FORCE MODEL POLICY

##### MN STAT 626.8452

#### 1) PURPOSE

It is the policy of the (law enforcement agency) to provide officers with guidelines for the use of force and deadly force in accordance with:

MN STAT 626.8452 DEADLY FORCE AND FIREARMS USE; POLICIES AND INSTRUCTION REQUIRED;

MN STAT 626.8475 DUTY TO INTERCEDE AND REPORT;

MN STAT 609.06 AUTHORIZED USE OF FORCE;

MN STAT 609.065 JUSTIFIABLE TAKING OF LIFE; and

MN STAT 609.066 AUTHORIZED USE OF FORCE BY PEACE OFFICERS.

#### 2) POLICY

It is the policy of this law enforcement agency to ensure officers respect the sanctity of human life when making decisions regarding use of force. Sworn law enforcement officers have been granted the extraordinary authority to use force when necessary to accomplish lawful ends. Officers shall treat everyone with dignity and without prejudice and use only the force that is objectively reasonable to effectively bring an incident under control, while protecting the safety of others and the officer.

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

Officers should exercise special care when interacting with individuals with known physical, mental health, developmental, or intellectual disabilities as an individual's disability may affect the individual's ability to understand or comply with commands from peace officers.

The decision by an officer to use force or deadly force shall be evaluated from the perspective of a reasonable officer in the same situation, based on the totality of the circumstances known to or perceived by the officer at the time, rather than with the benefit of hindsight, and that the totality of the circumstances shall account for occasions when officers may be forced to make quick judgments about using such force.

This policy is to be reviewed annually and any questions or concerns should be addressed to the immediate supervisor for clarification.

This policy applies to all licensed peace officers and part-time peace officers engaged in the discharge of official duties.

#### 3) DEFINITIONS

a) *Bodily Harm*: Physical pain or injury.

b) *Great Bodily Harm*: Bodily injury which creates a high probability of death, or which causes serious, permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

c) *Deadly Force*: Force used by an officer that the officer knows, or reasonably should know, creates a substantial risk of causing death or great bodily harm. The intentional discharge of a firearm in the direction of another person, or at a vehicle in which another person is believed to be, constitutes deadly force.

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d) *De-Escalation*: Taking action or communicating verbally or non-verbally during a potential force encounter in an attempt to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources can be called upon to resolve the situation without the use of force or with a reduction in the force necessary. De-escalation may include the use of such techniques as command presence, advisements, warnings, verbal persuasion, and tactical repositioning.

e) *Other Than Deadly Force*: Force used by an officer that does not have the purpose of causing, nor create a substantial risk of causing, death or great bodily harm.

f) *Choke Hold*: A method by which a person applies sufficient pressure to a person to make breathing difficult or impossible, and includes but is not limited to any pressure to the neck, throat, or windpipe that may prevent or hinder breathing, or reduce intake of air. Choke hold also means applying pressure to a person's neck on either side of the windpipe, but not to the windpipe itself, to stop the flow of blood to the brain via the carotid arteries.

g) *Authorized Device*: A device an officer has received permission from the agency to carry and use in the discharge of that officer's duties, and for which the officer has:

a. obtained training in the technical, mechanical and physical aspects of the device; and

b. developed a knowledge and understanding of the law, rules, and regulations regarding the use of such a device.

### 4) PROCEDURE

#### a) General Provisions

1. Use of physical force should be discontinued when resistance ceases or when the incident is under control.

2. Physical force shall not be used against individuals in restraints, except as objectively reasonable to prevent their escape or prevent imminent bodily injury to the individual, the officer, or another person. In these situations, only the amount of force necessary to control the situation shall be used.

3. Once the scene is safe and as soon as practical, an officer shall provide appropriate medical care consistent with his or her training to any individual who has visible injuries, complains of being injured, or requests medical attention. This may include providing first aid, requesting emergency medical services, and/or arranging for transportation to an emergency medical facility.

4. All uses of force shall be documented and investigated pursuant to this agency's policies.

#### b) Duty to Intercede

Regardless of tenure or rank, an officer must intercede when:

1. present and observing another officer using force in violation of section 609.066, subdivision 2, or otherwise beyond that which is objectively reasonable under the circumstances; and

2. physically or verbally able to do so

#### c) Duty to Report

An officer who observes another officer use force that exceeds the degree of force permitted by law has the duty to report the incident in writing within 24 hours to the chief law enforcement officer of the agency that employs the reporting officer.

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### d) De-escalation:

1. An officer shall use de-escalation techniques and other alternatives to higher levels of force consistent with their training whenever possible and appropriate before resorting to force and to reduce the need for force.
2. Whenever possible and when such delay will not compromise the safety of another or the officer and will not result in the destruction of evidence, escape of a suspect, or commission of a crime, an officer shall allow an individual time and opportunity to submit to verbal commands before force is used.

### e) Use of Other Than Deadly Force

1. When de-escalation techniques are not effective or appropriate, an officer may consider the use of other than deadly force to control a non-compliant or actively resistant individual. An officer is authorized to use agency-approved other than deadly force techniques and issued equipment in the following circumstances:
  - a. effecting a lawful arrest; or
  - b. the execution of legal process; or
  - c. enforcing an order of the court; or
  - d. executing any other duty imposed upon the public officer by law; or
  - e. defense of self or another.

### f) Use of Certain Types of Force

1. Except in cases where deadly force is authorized as articulated in MN STAT. 609.066 to protect the peace officer or another from death or great bodily harm, officers are prohibited from using:
  - a. Chokeholds,
  - b. Tying all of a person's limbs together behind a person's back to render the person immobile, or;
  - c. Securing a person in any way that results in transporting the person face down in a vehicle.
2. Less than lethal measures must be considered by the officer prior to applying these measures.

### g) Use of Deadly Force

1. An officer is authorized to use deadly force if an objectively reasonable officer would believe, based on the totality of the circumstances known to the officer at the time and without the benefit of hindsight, that such force is necessary. Use of deadly force is justified when one or both of the following apply:
  - a. To protect the peace officer or another from death or great bodily harm, provided that the threat:
    - i. can be articulated with specificity by the law enforcement officer;
    - ii. is reasonably likely to occur absent action by the law enforcement officer; and
    - iii. must be addressed through the use of deadly force without unreasonable delay; or
  - b. To effect the arrest or capture, or prevent the escape, of a person whom the peace officer knows or has reasonable grounds to believe has committed or attempted to commit a felony

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and the officer reasonably believes that the person will cause death or great bodily harm to another person under the threat criteria in paragraph (a), items (i) to (iii), unless immediately apprehended.

2. An officer shall not use deadly force against a person based on the danger the person poses to self if an objectively reasonable officer would believe, based on the totality of the circumstances known to the officer at the time and without the benefit of hindsight, that the person does not pose a threat of death or great bodily harm to the peace officer or to another under the threat criteria in paragraph (1a), items (i) to (iii).

3. Where feasible, the officer shall identify themselves as a law enforcement officer and warn of his or her intent to use deadly force.

4. In cases where deadly force is authorized, less than lethal measures must be considered first by the officer.

### h) Training

1. All officers shall receive training, at least annually, on this agency's use of force policy and related legal updates.

2. In addition, training shall be provided on a regular and periodic basis and designed to

- a. Provide techniques for the use of and reinforce the importance of de-escalation
- b. Simulate actual shooting situations and conditions; and
- c. Enhance officers' discretion and judgement in using other than deadly force in accordance with this policy.

3. Before being authorized to carry a firearm all officers shall receive training and instruction with regard to the proper use of deadly force and to the agency's policies and State statutes with regard to such force. Such training and instruction shall continue on an annual basis.

4. Before carrying an authorized device all officers shall receive training and instruction in the use of the device including training as it relates to its use in deadly force and/or other than deadly force situations. Such training and instruction shall continue on an annual basis.

5. Officers will carry and use only authorized devices unless circumstances exist which pose an immediate threat to the safety of the public or the officer requiring the use of a device or object that has not been authorized to counter such a threat.

6. With agency approval officers may modify, alter or cause to be altered an authorized device in their possession or control.

\*Refer to appendix Use of Force Learning Objectives Page 280

### g) Recordkeeping Requirements

The chief law enforcement officer shall maintain records of the agency's compliance with use of force training requirements.

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## Policy/Procedure Manual

### Chapter 45

#### 4500 : Sexual Assault Investigations

##### 4500.1: PURPOSE

The purpose of this policy is to provide employees with guidelines for responding to reports of sexual assault. This agency will strive:

- a) To afford maximum protection and support to victims of sexual assault or abuse through a coordinated program of law enforcement and available victim services with an emphasis on a victim centered approach;
- b) To reaffirm peace officers' authority and responsibility to conducting thorough preliminary and follow up investigations and to make arrest decisions in accordance with established probable cause standards;
- c) To increase the opportunity for prosecution and victim services.

##### 4500.2: POLICY

It is the policy of the Foley Police Department to recognize sexual assault as a serious problem in society and to protect victims of sexual assault by ensuring its peace officers understand the laws governing this area. Sexual assault crimes are under-reported to law enforcement and the goal of this policy is in part to improve victim experience in reporting so that more people are encouraged to report.

All employees should take a professional, victim-centered approach to sexual assaults, protectively investigate these crimes, and coordinate with prosecution in a manner that helps restore the victim's dignity and autonomy. While doing so, it shall be this agency's goal to decrease the victim's distress, increase the victim's understanding of the criminal justice system and process, and promote public safety.

Peace officers will utilize this policy in response to sexual assault reported to this agency. This agency will aggressively enforce the laws without bias and prejudice based on race, marital status, sexual orientation, economic status, age, disability, gender, religion, creed, or national origin.

##### 4500.3: DEFINITIONS

For purpose of this policy, the words and phrases in this section have the following meaning given to them, unless another intention clearly appears.

- A. **Consent:** As defined by Minn. Stat. 609.341, which states:
  - (1) Words or overt actions by a person indicating a freely given present agreement to perform a particular sexual act with the actor. Consent does not mean the existence of a prior or current social relationship between the actor and the complainant or that the complainant failed to resist a particular sexual act.
  - (2) A person who is mentally incapacitated or physically helpless as defined by Minnesota Statute 609.341 cannot consent to a sexual act.
  - (3) Corroboration of the victim's testimony is not required to show lack of consent.
- B. **Child or Minor:** a person under the age of 18.
- C. **Medical Forensic Examiner:** The health care provider conducting a sexual assault medical forensic examination.



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D. **Sexual Assault:** A person who engages in sexual contact or penetration with another person in a criminal manner as identified in MN Statute 609.342 to 609.3451.

E. **Family and Household Member:** As defined in Minn. Stat. 518.B.01 Subd.2.b. to include:

- (1) spouses or former spouses;
- (2) parents and children;
- (3) persons related by blood;
- (4) persons who are presently residing together or who have resided together in the past;
- (5) persons who have a child in common regardless of whether they have been married or have lived together at any time;
- (6) a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time; and
- (7) persons involved in a significant romantic or sexual relationship

F. **Sexual Assault Medical Forensic Examination:** An examination of a sexual assault patient by a health care provider, ideally one who has specialized education and clinical experience in the collection of forensic evidence and treatment of these patients.

G. **Victim Advocate:** A Sexual Assault Counselor defined by Minn. Stat. 595.02, subd. 1(k) and/or Domestic Abuse Advocate as defined by Minn. Stat. 595.02, subd. 1(1) who provide confidential advocacy services to victims of sexual assault and domestic abuse. Victim advocates as defined provide coverage in all counties in Minnesota. Minnesota Office of Justice Programs (MN OJP) can assist departments in locating their local victim advocacy agency for the purposes outlined in this policy.

H. **Victim Centered:** A victim-centered approach prioritizes the safety, privacy and well-being of the victim and aims to create a supportive environment in which the victim's rights are respected and in which they are treated with dignity and respect. This approach acknowledges and respects a victims' input into the criminal justice response and recognizes victims are not responsible for the crimes committed against them.

I. **Vulnerable Adult:** any person 18 years of age or older who:

- (1) is a resident inpatient of a facility as defined in Minn. Stat. 626.5572. Subd. 6;
- (2) receives services at or from a facility required to be licensed to serve adults under sections 245A.01 to 245A.15, except that a person receiving outpatient services for treatment of chemical dependency or mental illness, or one who is committed as a sexual psychopathic personality or as a sexually dangerous person under chapter 253B, is not considered a vulnerable adult unless the person meets the requirements of clause (4);
- (3) receives services from a home care provider required to be licensed under sections 144A.43 to 144A.482; or from a person or organization that exclusively offers, provides, or arranges for personal care assistance services under the medical assistance program as authorized under sections 256B.0625 and 256B.0651 to 256B.0654; and 256B.0659; or
- (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction:
  - (i) that impairs the individual's ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision; and
  - (ii) because of the dysfunction or infirmity and the need for assistance, the individual has an impaired ability to protect the individual from maltreatment.

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### 4500.4: PROCEDURES

#### A. Communications Personnel Response/Additional Actions by Responding Officers

Communications personnel and/or law enforcement officers should inform the victim of ways to ensure critical evidence is not lost, to include the following:

- 2) Suggest that the victim not bathe, or clean him or herself if the assault took place recently.
- 3) Recommend that if a victim needs to relieve themselves, they should collect urine in a clean jar for testing, and should avoid wiping after urination.
- 4) Asking the victim to collect any clothing worn during or after the assault and if possible, place in a paper bag, instructing the victim not to wash the clothing (per department policy).
- 5) Reassure the victim that other evidence may still be identified and recovered even if they have bathed or made other physical changes.

#### B. Initial Officer Response

When responding to a scene involving a sexual assault, officers shall follow standard incident response procedures. In addition, when interacting with victims, officers shall do the following:

- 1) Recognize that the victim experienced a traumatic incident and may not be willing or able to immediately assist with the criminal investigation.
- 2) The officer shall attempt to determine the location/jurisdiction where the assault took place.
- 3) Explain the reporting process including the roles of the first responder, investigator, and anyone else with whom the victim will likely interact during the course of the investigation.
- 4) Officers are encouraged to connect the victim with local victim advocates as soon as possible. Inform the victim that there are confidential victim advocates available to address any needs they might have and to support them through the criminal justice system process. Provide the victim with contact information for the local victim advocate. Upon victim request the officer can offer to contact local victim advocate on behalf of the victim.
- 5) Ask about and document signs and symptoms of injury, to include strangulation. Officers shall attempt to obtain a signed medical release from the victim.
- 6) Ensure that the victim knows they can go to a designated facility for a forensic medical exam. Offer to arrange for transportation for the victim.
- 7) Identify and attempt to interview potential witnesses to the sexual assault and/or anyone the victim told about the sexual assault.
- 8) Request preferred contact information for the victim for follow-up.

#### C. Victim Interviews

This agency recognizes that victims of sexual assault due to their age or physical, mental or emotional distress, are better served by utilizing trauma informed interviewing techniques and strategies. Such interview techniques and strategies eliminate the duplication of interviews and use a question and answer interviewing format with questioning nondirective as possible to elicit spontaneous responses.

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In recognizing the need for non-traditional interviewing techniques for sexual assault victims, officers should consider the following:

- Offer to have a confidential victim advocate present (if possible) if the victim would benefit from additional support during the process
- Whenever possible, conduct victim interviews in person
- Make an effort to conduct the interview in a welcoming environment
- Let the victim share the details at their own pace
- Recognize victims of trauma may have difficulty remembering incidents in a linear fashion and may remember details in days and weeks following the assault
- After the initial interview, consider reaching out to the victim within a few days, after at least one sleep cycle to ask if they remember any additional details.
- Depending on the victim, additional interviews might be needed to gather additional information. Offer support from a victim advocate to the victim to help facilitate engagement with the investigative process and healing.
- Some victims do remember details vividly and might want to be interviewed immediately.
- During initial and subsequent victim interviews, officers should note the following information as victims share it, recognizing that a victim may not be able to recall all the details of the assault during a particular interview.
  - 1) Whether the suspect was known to the victim
  - 2) How long the victim knew the suspect
  - 3) The circumstances of their meeting and if there is any indication of the use of drugs or alcohol to facilitate the sexual assault
  - 4) The extent of their previous or current relationship
  - 5) Any behavioral changes that led the situation from one based on consent to one of submission, coercion, fear, or force
  - 6) Specific actions, statements, and/or thoughts of both victim and suspect immediately prior, during, and after assault
  - 7) Relevant communication through social media, email, text messages, or any other forms of communication

### D. Special Considerations—Minors and Vulnerable Adults/Domestic Abuse Victims

#### 1. Minors and Vulnerable Adults

This agency recognizes that certain victims, due to their age or a physical, mental, or emotional distress, are better served by utilizing interview techniques and strategies that eliminate the duplication of interviews and use a question and answer interviewing format with questioning as nondirective as possible to elicit spontaneous responses. Members of this agency will be alert for victims who would be best served by the use of these specialized interview techniques. Officers, in making this determination, should consider the victim's age, level of maturity, communication skills, intellectual capacity, emotional state, and any other observable factors that would indicate specialized interview techniques would be appropriate for a particular victim. When an officer determines that a victim requires the use of these specialized interview techniques, the officer should follow the guidance below.

- a. Officers responding to reports of sexual assaults involving these sensitive population groups shall limit their actions to the following:
  - (1) Ensuring the safety of the victim;
  - (2) Ensuring the scene is safe;
  - (3) Safeguarding evidence where appropriate;
  - (4) Collecting any information necessary to identify the suspect; and

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### (5) Addressing the immediate medical needs of individuals at the scene

- b. Initial responding officers should not attempt to interview the victim in these situations, but should instead attempt to obtain basic information and facts about the situation, including the jurisdiction where the incident occurred and that a crime most likely occurred. Officers should seek to obtain this information from parents, caregivers, the reporting party, or other adult witnesses, unless those individuals are believed to be the perpetrators.
- c. Officers responding to victims with special considerations must comply with the mandated reporting requirements of Minnesota Statute Section 260E.06 and 626.557, as applicable. Officers investigating cases involving victims with special considerations should coordinate these investigations with the appropriate local human services agency where required. Any victim or witness interviews conducted with individuals having special considerations must be audio and video recorded whenever possible. All other interviews must be audio recorded whenever possible.

Not all sexual assaults of minor victims require a mandatory report to social services. This policy recognizes that in certain cases, notifying and/or the involvement of a parent/guardian pursuant to 260E.22 can cause harm to the minor and/or impede the investigation. Officers responding to the sexual assault of a minor victim that does not trigger a mandated report under Minnesota Statute Section 260E.06 should assess for the impact on the victim and the investigation if parents/guardians were notified before making a decision to involve them.

- d. Officers should obtain necessary contact information for the victim's caregiver, guardian or parents and where the victim may be located at a later time. Officers should advise the victim and/or any accompanying adult(s), guardians or caregivers that an investigating officer will follow up with information on a forensic interview.
  - e. The officer should advise the victim's caregiver, guardian or parent that if the victim starts to talk about the incident they should listen to them but not question them as this may influence any future statements.
2. Victims of Domestic Abuse  
Officers responding to a report of sexual assault committed against a family and household member must also follow the requirements and guidelines in this agency's domestic abuse policy and protocol, in addition to the guidelines in this policy.

### E. Protecting Victim Rights

- 1) Confidentiality: Officers should explain to victims the limitations of confidentiality in a criminal investigation and that the victim's identifying information is not accessible to the public, as specified in Minn. Stat. section 13.82, subd. 17(b)
- 2) Crime Victim Rights: Officers must provide the following information to the victim:
  - a. ~~Crime victim rights and resource information required to be provided to all victims as specified by Minn. Stat. section 611A.02, subd. 2(b)~~  
officer will follow up with information on a forensic interview
  - b. If the suspect is a family or household member to the victim, crime victim rights and resource information required to be provided to domestic abuse victims, as specified by Minn. Stat. section 629.341, subd. 3.
  - c. The victim's right to be informed of the status of a sexual assault examination kit upon request as provided for under Minn. Stat. section 611A.27, subd. 1.

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- d. Pursuant to Minn. Stat. 611A.26, subd. 1, no law enforcement agency or prosecutor shall require that a complainant of a criminal sexual conduct or sex trafficking offense submit to a polygraph examination as part of or a condition to proceeding with the investigation, charging or prosecution of such offense.

3) Other information: Officers should provide to the victim the agency's crime report/ICR number, and contact information for the reporting officer and/or investigator or person handling the follow up.

- 4) Language access: All officers shall follow agency policy regarding limited English proficiency.

### F. Evidence Collection

#### 1) Considerations for Evidence Collection

Officers shall follow this agency's policy on crime scene response. In addition, officers may do the following:

- a. Collect evidence regarding the environment in which the assault took place, including indications of isolation and soundproofing. The agency should consider utilizing their agency or county crime lab in obtaining or processing the scene where the assault took place. This should be in accordance to any/all other policies and procedures relating to evidence collections.
- b. Document any evidence of threats or any communications made by the suspect, or made on behalf of the suspect, to include those made to individuals other than the victim.
- c. In situations where it is suspected that drugs or alcohol may have facilitated the assault, officers should assess the scene for evidence such as drinking glasses, alcohol bottles or cans, or other related items.
- d. If the victim has declined or a medical forensic exam will not be conducted, the officer should obtain victim consent and attempt to take photographs of visible physical injuries, including any healing or old injuries. Victim should be given directions about how to document any bruising or injury that becomes evidence later after these photographs are taken.

### G. Sexual Assault Medical Forensic Examinations

#### 1) Prior to the sexual assault medical forensic examination the investigating officer should do the following:

- a. Ensure the victim understands the purpose of the sexual assault medical forensic exam and its importance to both their general health and wellness and to the investigation. Offer assurance to the victim that they will not incur any out-of-pocket expenses for forensic medical exams and provide information about evidence collection, storage and preservation in sexual assault cases.
- b. Provide the victim with general information about the procedure, and encourage them to seek further detail and guidance from the forensic examiner, health care professional, or a victim advocate. Officers and investigators cannot deny a victim the opportunity to have an exam.
- c. Officers should be aware and if necessary, relay to victims who do not want to undergo an exam that there might be additional treatments or medications they are entitled to even if they do not want to have an exam done or have evidence collected. Victims can

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seek that information from a health care provider or a victim advocate. If possible, transport or arrange transportation for the victim to the designated medical facility.

- d. Ask the victim for a signed release for access to medical records from the exam.
- 2) Officers should not be present during any part of the exam, including during the medical history.
- 3) Following the exam, evidence collected during the exam shall be handled according to the requirements of agency policy and Minnesota Statute 299C.106.

### H. Contacting and Interviewing Suspects

Prior to contacting the suspect, officers should consider the following:

- 1) Conduct a background and criminal history check specifically looking for accusations, criminal charges, and convictions for interconnected crimes, especially crimes involving violence.
- 2) Consider conducting a pretext or confrontational call or messaging depending on jurisdictional statutes. Involvement of a victim should be based on strong consideration of the victim's emotional and physical state. A victim advocate should be present whenever possible to offer support.
- 3) When possible, an attempt would be made to interview the suspect in person.
- 4) In situations where suspects do not deny that a sexual act occurred, but rather assert that it was with the consent of the victim, officers should do the following:
  - a. Collect evidence of past communication, including but not limited to all relevant interaction (including social media) between the suspect and victim.
  - b. Identify events that transpired prior to, during, and after the assault in an effort to locate additional witnesses and physical locations that might lead to additional evidence.
- 5) For sexual assaults involving strangers, officers should focus investigative efforts on the collection of video, DNA, and other trace evidence used for analysis to identify the perpetrator (handle evidence collection per agency policy).

### I. Forensic Examination and/or the Collection of Evidence from the Suspect

Note: A suspect's forensic examination and/or the collection of evidence from a suspect may be done by either an investigating officer/investigator, Forensic Medical Examiner, or the agency/county crime lab personnel.

- 1) Prior to or immediately after the preliminary suspect interview, photograph any injuries.
- 2) Determine whether a sexual assault medical forensic examination should be conducted.
- 3) Ask for the suspect's consent to collect evidence from their body and clothing. However, officers/investigators should consider obtaining a search warrant, with specific details about what evidence will be collected, and should be prepared in advance to eliminate the opportunity for the suspect to destroy or alter evidence if consent is denied.
- 4) During the suspect's sexual assault medical forensic examination, the investigator, evidence technician, or forensic examiner should do the following:
  - a. Strongly consider penile swabbing, pubic hair combings, and collection of other potential DNA evidence;
  - b. Collect biological and trace evidence from the suspect's body;
  - c. Document information about the suspect's clothing, appearance, scars, tattoos, piercings, and other identifiable marks;
  - d. Seize all clothing worn by the suspect during the assault, particularly any clothing touching the genital area;
  - e. Document the suspect's relevant medical condition and injuries.

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### **J. Role of the Supervisor**

Supervisors may do the following:

- 1) Assist officers investigating incidents of sexual assault when possible or if requested by an officer.
- 2) Provide guidance and direction as needed.
- 3) Review sexual assault reports to ensure that necessary steps were taken during initial response and investigations.

### **K. Case Review/Case Summary**

A supervisor should ensure cases are reviewed on an on-going basis. The review process should include an analysis of:

- 1) Case dispositions
- 2) Decisions to collect evidence
- 3) Submissions of evidence for lab testing
- 4) Interviewing decisions

## **4500.5: INVESTIGATION AND REPORTING**

In all reported or suspected cases of sexual assault, a report should be written and assigned for follow-up investigation. This includes incidents in which the allegations appear unfounded or unsubstantiated.

## **4500.6: DISPOSITION OF CASES**

If the assigned officer has reason to believe the case is without merit, the case may be classified as unfounded only upon review and approval of a supervisor.

Classification of a rape case as unfounded requires a supervisor to determine that the facts have significant irregularities with reported information and that the incident could not have happened as it was reported. When a victim has recanted his/her original statement, there must be corroborating evidence to support the recanted information before the case should be determined as unfounded.

## **4500.7: RELEASING INFORMATION TO THE PUBLIC**

In cases where the perpetrator is not known to the victim, and especially if there are multiple crimes where more than one appear to be related, consideration should be given to releasing information to the public whenever there is a reasonable likelihood that doing so may result in developing helpful investigative leads. A supervisor should weigh the risk of alerting the suspect to the investigation with the need to protect the victim and the public, and to prevent more crimes.

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### IN-SERVICE USE OF FORCE LEARNING OBJECTIVES FOR PEACE OFFICERS AND PART-TIME PEACE OFFICERS

#### INTRODUCTION

The authority to use deadly force, conferred on peace officers by statute, is a critical responsibility that shall be exercised judiciously and with respect for human rights and dignity and for the sanctity of every human life. Further, every person has a right to be free from excessive use of force by officers acting under color of law.

The following learning objectives have been developed to assist law enforcement agencies in providing use of force continuing education to officers. Pursuant to MN STAT 626.8452 this training must be provided to all peace officers and part-time peace officers annually and each officer is required to receive instruction relative only to weapons and equipment the officer is issued or authorized to use. The term annually has been defined by the POST Board to mean at least once per calendar year.

There are many formats for delivering continuing education. Agencies are encouraged to explore creative and co-operative means of providing this education. Each law enforcement agency must determine minimum competency levels appropriate for agency personnel and nothing in these objectives prohibits an agency from developing additional objectives, or setting higher standards. Agencies are also encouraged to submit suggestions for revisions to these objectives to the POST Board.

#### A. USE OF FORCE

**General learning goal:** The officer will explain the criteria that are used to determine when force may be employed, the circumstances that justify the use of deadly force, and the liabilities attached to the use of force.

##### **Performance Objectives:**

1. The officer will identify the four instances in which MN STAT 609.06 subd. 1(a)-(d) authorizes a public officer to use reasonable force.
2. The officer will demonstrate familiarity with the agency's policies concerning the use of deadly force.
3. The officer will explain why MN STATS 629.32 and 629.33 are relevant to use of force.
4. The officer will explain the concept of objectively reasonable use of force by peace officers and factors that influence the tool, technique or tactic an officer may choose to use in a situation. The following concepts will be discussed:
  - a) Verbal skills.
  - b) Empty hand techniques.
  - c) Intermediate weapons.
  - d) Deadly Force.
  - e) Totality of the circumstances.
5. The officer will demonstrate knowledge of how an individual's physical, mental health, developmental or intellectual disabilities may affect the individual's ability to understand or comply with commands from peace officers.
6. The officer will explain how, normally less lethal techniques and weapons may become



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lethal.

7. The officer will demonstrate knowledge of the circumstances under which a peace officer may use deadly force under MN STAT 609.066.
8. The officer will demonstrate familiarity with the agency's policies concerning the use of force.
9. The officer will explain the civil, criminal, licensing, and employment consequences of unlawful or unreasonable use of force.
10. The officer will demonstrate knowledge of the duty to intercede and duty to report when observing another officer using force in violation of section 609.066 subd. 2 or otherwise beyond that which is reasonable under the circumstances.

### **B. READINESS ASPECTS OF USE OF FORCE**

**General learning goal: The officer will explain the importance of mental and physical readiness, and emotional trauma.**

#### **Performance Objectives:**

1. The officer will explain how extremely stressful situations will affect physical and mental functioning. The explanation must cover the following.
  - a) Breathing and circulation.
  - b) Changes in sensory perception.
  - c) Changes in motor skills.
  - d) Physical trauma
2. The officer will identify the symptoms of emotional trauma that may arise from critical incidents and discuss the need for evaluating and treating their effects, to include:
  - a) Sleep disturbances.
  - b) Emotional distancing.
  - c) Hyper-alertness or exaggerated startle response.
  - d) Memory impairment or trouble concentrating.
  - e) Inability to express feelings.

#### **Performance Objectives:**

3. The officer will explain the agency's response to officers involved in deadly force and other critical incidents.
4. The officer will explain the concept of "post-shooting trauma" that people can have varying responses when force, including deadly force, is applied.

### **C. VERBAL AND NON-VERBAL COMMUNICATION STRATEGIES**

**General Learning Goal: The officer will explain the importance of and demonstrate**

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proficiency in integrating communication skills where safe and feasible along with tactical de-escalation strategies in volatile situations.

### Performance Objectives:

1. The officer will understand the importance of the following areas:
  - a) Active listening and verbalization/command skills
  - b) Use of volume, pitch and pace.
  - c) Contextual or non-verbal communication; body language.
  - d) Lack of compliance considerations: Medical conditions, mental impairment, physical limitations, language barrier, behavior crisis, drugs or alcohol use.
  - e) De-escalation/conflict management strategies: when safe and feasible, barriers, containment, communication, limiting exposure, distance, and other tactics to reduce the need for force.

## **D. PROFICIENCY WITH UNARMED CONTROL MEASURES**

**General learning goal:** The officer will demonstrate proficiency and explain the importance of unarmed control measures which are authorized by the officer's agency.

### Performance Objectives:

1. The officer will demonstrate proficiency in the following areas:
  - a) Handcuffing techniques (and other restraining devices) from positions: prone, standing, kneeling.
  - b) Weapon retention-authorized firearms (in and out of holster) and other agency approved equipment including electronic control weapons.
  - c) Empty hand techniques
  - d) Integration of empty hand techniques and weapons systems to include weapon transitioning and weapon retention.
2. Identify limitations on the use of certain restraints by a peace officer as described in Minn. Stat. 609.06, including limitations on chokeholds, tying all of a person's limbs together behind a person's back, and securing a person in any way that results in transporting the person face down in a vehicle.
  - a) Describe and demonstrate protocols and procedures designed to safely transport a person in custody.

## **E. PROFICIENCY WITH INTERMEDIATE FORCE WEAPONS**

**General learning goal:** The officer will discuss and demonstrate proficiency with the various intermediate weapons used by the agency.

### Performance Objectives:

1. If the officer is issued or authorized to carry or use chemical aerosols, impact weapons, specialty impact munitions, electronic weapons, or other intermediate weapons, the officer will demonstrate proficiency in the use of these weapons consistent with agency policy (or policies).
2. Discuss the impact of low light and adverse weather conditions on the use of intermediate

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weapons.

### **F. PRINCIPLES OF FIREARMS USE**

**General learning goal:** During the course of practical firearms training, (sections F and G) the officer will demonstrate knowledge of firearms safety, firearms maintenance, handgun shooting principles and familiarization with authorized firearms. This training will be consistent with agency policies and individual officer assignments.

#### **Performance Objectives:**

1. The officer will demonstrate safe handling of all firearms used during training. This will include:
  - a) Safely and correctly loading and unloading the firearms.
  - b) Safely and correctly holstering and drawing the firearms.
  - c) Safely and correctly clearing malfunctions.
  - d) Safely and correctly maintaining authorized firearms.
2. The officer will describe the various methods of handling and storing firearms while off-duty in compliance with MN STAT 609.666. The need for security of firearms kept in the officer's home will also be explained.
3. The officer will identify authorized firearms categories and corresponding ammunition utilized by the agency.
4. The officer will explain situations in which use of the weak hand may be required.
5. The officer will explain the circumstances that justify the use of deadly force by peace officers.

### **G. HANDGUN RANGE EXERCISES**

**General learning goal:** Any officer who is issued or is authorized to carry a handgun, will effectively and safely utilize the authorized handgun(s) on a qualification course of fire.

#### **Performance Objectives:**

1. The officer will demonstrate effective techniques in the following areas:
  - a) Close encounter shooting.
  - b) Shooting from cover.
  - c) Reloading Techniques.
  - d) Weapon/reaction hand shooting.
2. The officer will fire a qualification course consisting of no less than 50 rounds. The course of fire may be conducted with duty ammunition, or with lead free, frangible, or non-toxic ammunition that has ballistic performance similar to the issued service ammunition.
3. During the course of fire, the officer will fire from close, medium and long range. Close range means less than 7 yards; medium range means 7 to 14 yards; and long range means 15 to 25 yards (Suggested use of ammunition allotment: 50% at close range; 40% at medium range and 10% at

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longrange.)

4. The agency will determine the minimum proficiency to be obtained for successful completion of the exercise.

### **H. OTHER FIREARMS RANGE EXERCISES**

**General learning goal:** Any officer who is authorized to use other firearms (shotgun, rifle, etc.) will effectively and safely utilize these firearms in a qualification course of fire.

#### **Performance Objectives: Shotgun**

1. Given a qualification course of fire, the officer will successfully complete the following:
  - a) The officer will fire the weapon at various distances, using various shooting positions.
  - b) The officer shall consider the projectile spread and background beyond the area of the immediate threat when making the decision to select the shotgun or other authorized firearm.
  - c) During this exercise, the officer may use duty ammunition, or ammunition that has ballistic performance similar to the issued service ammunition. It is recommended that officers' duty ammunition, if not expended during the yearly course of fire, be replaced at least every two years.
  - d) The agency will determine the minimum proficiency to be obtained for successful completion of the exercise.
  - e) The officer will fire a minimum of 10 rounds during this exercise.

#### **Performance Objectives: Rifle**

- a) The officer will fire the weapon at various distances, using various shooting positions.
- b) The officer shall consider distance and shot accuracy when selecting the rifle or other authorized firearm.
- c) During this exercise, the officer may use duty ammunition or ammunition that has ballistic performance similar to the issued duty ammunition. It is recommended that the officer's duty ammunition be replaced every two years.
- d) The agency will determine the minimum proficiency to be obtained for successful completion of the exercise.
- e) The officer will fire a minimum of 20 rounds during this exercise.

### **I. FIREARM SELECTION**

**General learning goal:** The officer will identify the situations and considerations involved in determining which firearm (handgun or other firearm) is appropriate in various tactical situations.

#### **Performance Objectives:**

1. The officer will identify important considerations when deciding which firearm should be used in a tactical situation, to include:
  - a) The physical environment.
  - b) The number of suspect(s).
  - c) The weapons available to suspect(s).

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- d) The presence of bystanders, hostages, or other innocent persons.
  - e) The presence and deployment of assisting officers.
  - f) The officer's level of training with authorized weapons.
  - g) The firearms policy of the agency.
  - h) The potential for ricochet, projectile pattern and projectile penetration.
2. The officer will describe and compare the recognized or effective range of various firearms authorized by the agency.

### **J. USE OF FIREARMS IN LOW LIGHT AND IN ADVERSE WEATHER**

**General learning goal:** The officer will demonstrate the ability to effectively fire their authorized weapons to include handgun, rifle and shotgun in low light and in adverse weather conditions.

**Performance Objectives:**

1. The officer will demonstrate the ability to effectively use weapon light systems or other illumination devices in low light conditions.
  - a) Muzzle flash.
  - b) Target identification.
  - c) Target accuracy.
2. The officer will demonstrate the ability to respond to the tactical considerations associated with adverse weather conditions:
  - a) Firearm malfunction.
  - b) Firearm control.
  - c) Use of gloves.
  - d) Reduced mobility in drawing and firing the weapon wearing heavy clothing.
  - f) Impact of cold weather in reducing motor function of the extremities.

**Edina Realty**

a Berkshire Hathaway affiliate

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

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1. Date March 22nd 2021

2. Page 1

3. BUYER(S): City Of Foley
4. \_\_\_\_\_
5. Buyer's earnest money in the amount of \_\_\_\_\_
6. \_\_\_\_\_ Dollars (\$ 0.00 )
7. shall be delivered to listing broker, or, if checked, to ☐ \_\_\_\_\_ no later than two (2) Business  
Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account  
of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final  
Acceptance Date, whichever is later.
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: xxxxx 65th St NE
13. City of Foley, County of Benton State of Minnesota,
14. Zip Code 56329, legally described as SECT-36 TWP-037 RANGE-029
15. \_\_\_\_\_
16. \_\_\_\_\_
17. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no  
additional monetary value, and free and clear of all liens and encumbrances:
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_ (collectively the "Property").
22. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
23. \_\_\_\_\_

**PURCHASE PRICE:**

25. Seller has agreed to sell the Property to Buyer for the sum of (\$ 2,500.00 )
26. \_\_\_\_\_
27. Two Thousand Five Hundred Dollars,
28. which Buyer agrees to pay in the following manner:
29. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
30. 2. \_\_\_\_\_ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing
31. section.)
32. 3. \_\_\_\_\_ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
33. *Purchase Agreement: Assumption Financing*.)
34. 4. \_\_\_\_\_ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*
35. *Agreement: Contract for Deed Financing*.)

**CLOSING DATE:**

36. \_\_\_\_\_
37. The date of closing shall be \_\_\_\_\_.

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

38. Page 2 Date March 22nd 2021

39. Property located at xxxxx 65th St NE Foley MN 56329

**MORTGAGE FINANCING:**

40. This Purchase Agreement ☐ IS ☒ IS NOT subject to the mortgage financing provisions below. If IS, complete the  
41. -----(Check one.)-----  
42. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**  
43. **COSTS** section.

44. Such mortgage financing shall be: (Check one.)

45. ☐ **FIRST MORTGAGE** only ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

46. Financing ☐ **DOES** ☐ **DOES NOT** include a grant, bond program, or other loan assistance program. If "DOES,"  
------(Check one.)-----

47. please specify: \_\_\_\_\_

48. Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)

49. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

50. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

51. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

52. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

53. ☐ **OTHER** \_\_\_\_\_

54. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than  
55. \_\_\_\_\_ years, with an initial interest rate at no more than \_\_\_\_\_ percent (%) per annum. The mortgage  
56. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to  
57. use best efforts to secure a commitment for such financing and to execute all documents required to consummate  
58. said financing.

59. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies  
60. to the first mortgage and any subordinate financing. (Check one.)

61. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not  
62. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
63. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here  
64. to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**  
------(Check one.)-----

65. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be  
66. prohibited. See the following DVA and FHA Escape Clauses.

67. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on  
68. or before \_\_\_\_\_.

69. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage  
70. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this  
71. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an  
72. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close  
73. the loan.

74. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for  
75. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,  
76. are deemed accepted by Buyer:

77. (a) work orders agreed to be completed by Seller;

78. (b) any other financing terms agreed to be completed by Seller here; and

79. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

80. Page 3 Date March 22nd 2021

81. Property located at xxxxxx 65th St NE Foley MN 56329

82. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for  
83. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller  
84. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is  
85. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
86. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
87. be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.  
88. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement  
89. canceled if the reason this Purchase Agreement does not close was due to:  
90. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;  
91. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or  
92. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except  
93. as specified in the contingency for sale and closing of Buyer's property.  
94. If the Written Statement is not provided by the date specified on line 68, Seller may, at Seller's option, declare this  
95. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
96. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement  
97. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
98. cancellation and directing all earnest money paid here to be refunded to Buyer.  
99. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
100. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
101. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
102. earnest money paid here to be refunded to Buyer.

103. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:  
104. *(Check one.)*

105. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**  
106. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

107. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ \_\_\_\_\_ to  
108. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which  
109. the cost of making said repairs shall exceed this amount, Seller shall have the following options:  
110. (a) making the necessary repairs; or  
111. (b) negotiating the cost of making said repairs with Buyer; or  
112. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
113. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
114. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs  
115. or escrow amounts related thereto above the amount specified on line 107 of this Purchase Agreement.

116. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).  
-----*(Check one.)*-----

117. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions  
118. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to  
119. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in  
120. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written  
121. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender

122. setting forth the appraised value of the Property as not less than \$ \_\_\_\_\_ .  
(sale price)

123. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard  
124. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
125. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy  
126. himself/herself that the price and condition of the Property are acceptable."

127. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and  
128. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_ .  
129. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

MN:PA:VL-3 (8/20)



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

130. Page 4 Date March 22nd 2021

131. Property located at xxxxx 65th St NE Foley MN 56329

132. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan  
133. amount must be paid at the closing of this transaction as follows:

134. \_\_\_\_\_ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**  
------(Check one.)-----

135. \_\_\_\_\_ paid by Seller

136. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

137. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,  
138. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest  
139. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase  
140. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The  
141. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without  
142. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

143. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**  
144. **annual installments of special assessments certified to yearly taxes.**

145. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

146. \_\_\_\_\_

**SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

148. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)  
------(Check one.)-----

149. ☐ \$ \_\_\_\_\_

150. ☐ \_\_\_\_\_ percent (%) of the sale price

151. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,  
152. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any  
153. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's  
154. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained  
155. by Seller.

156. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**  
157. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

**SALE OF BUYER'S PROPERTY:**

158. \_\_\_\_\_  
159. (Check one.)

160. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*  
161. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

162. OR

163. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
164. \_\_\_\_\_, which is scheduled to close on

165. \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's  
166. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement  
167. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
168. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph  
169. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase  
170. Agreement, if applicable.

171. OR

172. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale  
173. and closing on any other property.

MN:PA:VL-4 (8/20)

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

174. Page 5    Date March    22nd 2021

175. Property located at xxxxxx 65th St NE    Foley    MN 56329

**REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

177. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.

179. Buyer shall pay ☐ PRORATED FROM DAY OF CLOSING ☒ ALL ☐ NONE ☐ \_\_\_\_\_ /12ths OF real estate  
----- (Check one.) -----

180. taxes due and payable in the year of closing.

181. Seller shall pay ☐ PRORATED TO DAY OF CLOSING ☐ ALL ☒ NONE ☐ \_\_\_\_\_ /12ths OF real estate taxes  
----- (Check one.) -----

182. due and payable in the year of closing.

183. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

**DEFERRED TAXES/SPECIAL ASSESSMENTS:**

187. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes  
----- (Check one.) -----

188. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

189. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY ON  
----- (Check one.) -----

190. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and payable in the year or closing.

192. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PAY on date of closing all other special assessments levied as  
----- (Check one.) -----

193. of the Date of this Purchase Agreement.

194. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
----- (Check one.) -----

195. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

198. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

200. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice  
----- (Check one.) -----

201. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

**ADDITIONAL PROVISIONS:**

211. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement ☐ IS ☒ IS NOT subject to  
----- (Check one.) -----

212. cancellation of a previously executed purchase agreement dated \_\_\_\_\_ .

213. (If answer is IS, said cancellation shall be obtained no later than \_\_\_\_\_ .

214. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

217. Page 6    Date March    22nd 2021

218. Property located at xxxxxx 65th St NE    Foley    MN 56329

219. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the  
220. contingencies checked below are not satisfied or waived, in writing, by Buyer by \_\_\_\_\_,  
221. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*  
222. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to  
223. Buyer.

224. (Select appropriate options a-k.)

225. ☐ (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.
226. ☐ (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory  
227. to Buyer.
228. ☐ (c) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**  
229. expense. (Check one.)
230. ☐ (d) Buyer obtaining approval of city/township of proposed building plans and specifications at  
231. ☐ **BUYER** ☐ **SELLER** expense. (Check one.)
232. ☐ (e) Buyer obtaining approval of city/township of proposed subdivision development plans at  
233. ☐ **BUYER** ☐ **SELLER** expense. (Check one.)
234. ☐ (f) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☐ **SELLER** expense.  
(Check one.)
235. ☐ (g) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.  
(Check one.)
236. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be  
237. improved without extraordinary building methods or cost. (Check one.)
238. ☐ (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision  
239. covenants and approval of the architectural control committee.
240. ☐ (j) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions  
241. affecting the Property, satisfactory to Buyer. (Check one.)
242. ☐ (k) Other: \_\_\_\_\_
243. \_\_\_\_\_
244. \_\_\_\_\_
245. \_\_\_\_\_

246. Seller's expenses for these contingencies (if any) shall not exceed \$ \_\_\_\_\_.

247. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

248. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**

249. ☐ **TRUSTEE'S DEED** ☐ Other: \_\_\_\_\_ Deed joined in by spouse, if any, conveying  
250. marketable title, subject to

251. (a) building and zoning laws, ordinances, state and federal regulations;
252. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
253. (c) reservation of any mineral rights by the State of Minnesota;
254. (d) utility and drainage easements which do not interfere with existing improvements;
255. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_

256. \_\_\_\_\_; and

257. (f) others (must be specified in writing): \_\_\_\_\_

258. \_\_\_\_\_

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

259. Page 7    Date March    22nd 2021

260. Property located at xxxxx 65th St NE    Foley    MN    56329

261. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

262. ☒ **IMMEDIATELY AFTER CLOSING;** or

263. ☐ **OTHER:** \_\_\_\_\_

264. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
265. by possession date.

266. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity,  
267. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining  
268. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

269. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of  
270. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,  
271. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated  
272. title service provider:

273. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write  
274. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs  
275. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title  
276. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if  
277. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,  
278. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or  
279. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or  
280. assisting Seller, upon cancellation of this Purchase Agreement.

281. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date  
282. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for  
283. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract  
284. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of  
285. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will  
286. automatically apply.

287. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not  
288. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable  
289. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day  
290. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,  
291. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee  
292. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares  
293. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*  
294. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

295. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
296. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This  
297. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast  
298. to the subdivision provision of lines 232-233 which deals with the future development plans of Buyer. Seller warrants  
299. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date  
300. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

301. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,  
302. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

303. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
304. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller  
305. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
306. such notices received by Seller shall be provided to Buyer immediately.

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**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

307. Page 8    Date March    22nd 2021

308. Property located at xxxxx 65th St NE    Foley    MN 56329

309. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided  
310. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of  
311. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
312. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any  
313. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall  
314. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any  
315. restoration costs relative thereto.
316. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and  
317. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall  
318. be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement  
319. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels  
320. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming  
321. said cancellation and directing all earnest money paid here to be refunded to Buyer.
322. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
323. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)  
324. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as  
325. specified) ending at 11:59 P.M. on the last day.
326. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays  
327. unless stated elsewhere by the parties in writing.
328. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays.
329. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest  
330. money from the Earnest Money Holder's trust account:  
331. (a) at or upon the successful closing of the Property;  
332. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*  
333. *Agreement* executed by both Buyer and Seller;  
334. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or  
335. (d) upon receipt of a court order.
336. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
337. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and  
338. Seller shall affirm the same by a written cancellation agreement.
339. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
340. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller  
341. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,  
342. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here  
343. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory  
344. Cancellation under MN Statute 559.217, Subd. 4.
345. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
346. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
347. performance, such action must be commenced within six (6) months after such right of action arises.
348. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
349. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
350. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
351. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
352. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
353. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
354. obtained by contacting the local law enforcement offices in the community where the Property is located  
355. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
356. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

357. Page 9    Date March    22nd 2021

358. Property located at XXXXXX 65th St NE    Foley    MN 56329
359. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
360. Purchase Agreement consists of approximately 4 ☒ **ACRES** ☐ **SQUARE FEET** and is currently zoned  
------(Check one.)-----
361. \_\_\_\_\_
362. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** in a designated flood zone.  
------(Check one.)-----
363. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **DOES** ☒ **DOES NOT** currently receive  
------(Check one.)-----
364. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).
365. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** enrolled in any federal, state, or  
------(Check one.)-----
366. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
367. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

368. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
369. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
370. **PURCHASE AGREEMENT.**
371. BUYER HAS RECEIVED A: (Check any that apply.) ☐ **DISCLOSURE STATEMENT: VACANT LAND** OR A
372. ☒ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
373. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
374. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.
375. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
376. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

377. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
378. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
379. access, curb cuts, utility connection and connecting fees; and tree planting charges.

380. (Check appropriate boxes.)
381. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
382. **CITY SEWER** ☐ **YES** ☒ **NO** / **CITY WATER** ☐ **YES** ☒ **NO**
383. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
384. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR  
------(Check one.)-----
385. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
386. *Statement: Subsurface Sewage Treatment System.*)
387. **PRIVATE WELL**
388. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.  
------(Check one.)-----
389. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)
390. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL  
------(Check one.)-----
391. CONSTRUCTION AREA.
392. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
------(Check one.)-----
393. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
394. (If answer is **IS**, see attached *Addendum.*)
395. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
396. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
397. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

398. Page 10 Date March 22nd 2021

399. Property located at XXXXXX 65th St NE

Foley

MN 56329

400.

**AGENCY NOTICE**

401.

(Licensee)

is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.  
----- (Check one.) -----

402.

(Real Estate Company Name)

403.

(Licensee)

is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.  
----- (Check one.) -----

404.

(Real Estate Company Name)

405.

**THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

406.

**DUAL AGENCY REPRESENTATION**

407. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

408. ☒ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 409-425.*

409. ☐ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 410-425.*

410. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a  
411. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because  
412. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for  
413. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).  
414. Seller(s) and Buyer(s) acknowledge that

415. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will  
416. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other  
417. information will be shared;  
418. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
419. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
420. the sale.

421. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker  
422. and its salesperson to act as dual agents in this transaction.

423. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

424. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

425. Date \_\_\_\_\_ Date \_\_\_\_\_

426. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
427. cash outlay at closing or reduce the proceeds from the sale.

428. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives  
429. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved  
430. in the transaction at the time these documents are provided to Buyer and Seller.

MN:PA:VL-10 (8/20)

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

431. Page 11 Date March 22nd 2021

432. Property located at xxxxx 65th St NE Foley MN 56329

433. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
434. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
435. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller  
436. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

437. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
438. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
439. the closing and delivery of the deed.

440. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
441. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
442. identification numbers or Social Security numbers.

443. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
444. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA  
445. compliance, as the respective licensee's representing or assisting either party will be unable to assure either  
446. party whether the transaction is exempt from FIRPTA withholding requirements.

447. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
448. and all addenda must be fully executed by both parties and a copy must be delivered.

449. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
450. this transaction constitute valid, binding signatures.

451. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall  
452. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer  
453. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
454. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
455. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this  
456. Purchase Agreement.

457. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract  
458. for deed.

459. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
460. (1) of this Purchase Agreement.

461. **OTHER:** Seller agrees to draft all the documents and take care of the closing

462. Buyer agrees to pay the recording fee, the State Deed Tax and all of the 2021 property taxes

463.

464. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

465. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

466. ☐ Addendum to Purchase Agreement

467. ☐ Addendum to Purchase Agreement: Assumption Financing

468. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability

469. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community  
470. ("CIC")

471. ☐ Addendum to Purchase Agreement: Contract for Deed Financing

472. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint  
473. Hazards

474. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

475. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement

476. ☐ Addendum to Purchase Agreement: Short Sale Contingency

477. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

MN:PA-VL-11 (8/20)



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

478. Page 12 Date March 22nd 2021

479. Property located at xxxxx 65th St NE

Foley

MN 56329

480. I agree to sell the Property for the price and on the terms  
481. and conditions set forth above.

482. **I have reviewed all pages of this Purchase**  
483. **Agreement.**

I agree to purchase the Property for the price and on  
the terms and conditions set forth above.

**I have reviewed all pages of this Purchase**  
**Agreement.**

484. ☐ If checked, this Purchase Agreement is subject to  
485. attached *Addendum to Purchase Agreement:*  
486. *Counteroffer* and the Final Acceptance Date shall  
487. be noted on the *Addendum*.

488. **FIRPTA:** Seller represents and warrants, under penalty  
489. of perjury that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a

-----*(Check one.)*-----

490. non-resident alien individual, foreign corporation, foreign  
491. partnership, foreign trust, or foreign estate for purposes of  
492. income taxation. (See lines 433-446.) This representation  
493. and warranty shall survive the closing of the transaction  
494. and the delivery of the deed.

495. X   
(Seller's Signature) (Date)

X \_\_\_\_\_  
(Buyer's Signature) (Date)

496. X Bruce Latterall  
(Seller's Printed Name)

X City Of Foley  
(Buyer's Printed Name)

497. X \_\_\_\_\_  
(Seller's Signature) (Date)

X \_\_\_\_\_  
(Buyer's Signature) (Date)


498. X \_\_\_\_\_  
(Seller's Printed Name)

X \_\_\_\_\_  
(Buyer's Printed Name)

499. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
500. Is the date on which the fully executed Purchase Agreement is delivered.

501. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
502. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

503. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE  
504. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**  
505. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE**  
506. **AGREEMENT.**

507. SELLER(S) 

BUYER(S) \_\_\_\_\_

508. SELLER(S) \_\_\_\_\_

BUYER(S) \_\_\_\_\_

MN:PA:VL-12 (8/20)

**Edina Realty**

a Berkshire Hathaway affiliate

**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
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1. Date \_\_\_\_\_
2. Page 1 of \_\_\_\_\_ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at XXXXX 65<sup>th</sup> ST NE,  
6. City of Foley, County of Benton, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes  
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the  
9. prospective Buyer (see *Disclosure Statement: Seller's Property Disclosure Statement*) or satisfy one of the  
10. following two options. Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or  
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or  
12. warranties the party(ies) may wish to obtain.

13. (Select one option only.)

14. 1) ☐ **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that  
15. discloses material information relating to the real property that has been prepared by a qualified third party.  
16. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or  
17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice  
18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the  
19. written report.

20. Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information  
21. that is included in a written report, or material facts known by Seller that are not included in the  
22. report.

23. The inspection report was prepared by \_\_\_\_\_  
24. \_\_\_\_\_  
25. and dated \_\_\_\_\_, 20\_\_\_\_\_.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included  
27. in the above referenced inspection report.

28. \_\_\_\_\_  
29. \_\_\_\_\_

30. \_\_\_\_\_  
31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above  
32. referenced inspection report.

33. \_\_\_\_\_  
34. \_\_\_\_\_  
35. \_\_\_\_\_

36. 2) ☒ **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller  
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under  
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller  
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any  
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is  
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could  
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the  
44. property that occur, other than those disclosure requirements created by any other law.

45. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or  
46. abridge any obligation for Seller disclosure created by any other law.

DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES

47. Page 2

48. Property located at \_\_\_\_\_
49. **OTHER REQUIRED DISCLOSURES:**
50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
53. that are not listed below.
54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)
56. Seller certifies that Seller ☐ DOES ☒ DOES NOT know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is DOES, and the system does not require a state permit, see
58. Disclosure Statement: Subsurface Sewage Treatment System.)
59. ☐ There is a subsurface sewage treatment system on or serving the above-described real property.
60. (See Disclosure Statement: Subsurface Sewage Treatment System.)
61. ☐ There is an abandoned subsurface sewage treatment system on the above-described real property.
62. (See Disclosure Statement: Subsurface Sewage Treatment System.)
63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
64. (Check appropriate box.)
65. ☒ Seller certifies that Seller does not know of any wells on the above-described real property.
66. ☐ Seller certifies there are one or more wells located on the above-described real property.
67. (See Disclosure Statement: Well.)
68. Are there any wells serving the above-described property that are not located on the property? ☐ Yes ☐ No
69. To your knowledge, is the property in a Special Well Construction Area? ☐ Yes ☐ No
70. Comments: \_\_\_\_\_
71. \_\_\_\_\_
72. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 18)
73. There ☐ IS ☒ IS NOT an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.
77. Additional comments: \_\_\_\_\_
78. \_\_\_\_\_
79. **D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.
82. Seller represents that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation,
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
84. survive the closing of any transaction involving the property described here.
85. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
88. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
90. Revenue Code.
91. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
92. for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding
93. FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to
94. assure either party whether the transaction is exempt from the FIRPTA withholding requirements.

**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

95. Page 3

96. Property located at \_\_\_\_\_

97. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

98. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

99. ☒ Seller is not aware of any methamphetamine production that has occurred on the property.

100. ☐ Seller is aware that methamphetamine production has occurred on the property.

101. (See Disclosure Statement: Methamphetamine Production.)

102. **F. RADON DISCLOSURE:**

103. (The following Seller disclosure satisfies MN Statute 144.496.)

104. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL  
105. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having  
106. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily  
107. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

108. Every buyer of any interest in residential real property is notified that the property may present exposure to  
109. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.  
110. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading  
111. cause overall. The seller of any interest in residential real property is required to provide the buyer with any  
112. information on radon test results of the dwelling.

113. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota  
114. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and  
115. can be found at [www.health.state.mn.us/divs/eh/indoorair/radon/mrealestateweb.pdf](http://www.health.state.mn.us/divs/eh/indoorair/radon/mrealestateweb.pdf).

116. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts  
117. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN  
118. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by  
119. the court. Any such action must be commenced within two years after the date on which the buyer closed the  
120. purchase or transfer of the real property.

121. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual  
122. knowledge.

123. (a) Radon test(s) ☐ HAVE ☒ HAVE NOT occurred on the property.  
(Check one.)

124. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE: Seller shall attach the most**  
125. **current records and reports pertaining to radon concentration within the dwelling:**

126. \_\_\_\_\_

127. \_\_\_\_\_

128. \_\_\_\_\_

129. (c) There ☐ IS ☒ IS NOT a radon mitigation system currently installed on the property.  
(Check one.)

130. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system  
131. description and documentation.

132. \_\_\_\_\_

133. \_\_\_\_\_

134. \_\_\_\_\_

135. **G. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone  
136. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are  
137. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
138. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

140. Property located at \_\_\_\_\_

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping  
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the  
144. sale of the home.

145. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many  
146. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the  
147. home.

148. Examples of exterior moisture sources may be

- 149. • Improper flashing around windows and doors,
- 150. • Improper grading,
- 151. • flooding,
- 152. • roof leaks,

153. Examples of interior moisture sources may be

- 154. • plumbing leaks,
- 155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 156. • overflow from tubs, sinks, or toilets,
- 157. • firewood stored indoors,
- 158. • humidifier use,
- 159. • inadequate venting of kitchen and bath humidity,
- 160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 161. • line-drying laundry indoors,
- 162. • houseplants—watering them can generate large amounts of moisture.

163. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result  
164. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the property.  
165. Therefore, it is very important to detect and remediate water intrusion problems.

166. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.  
167. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,  
168. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

169. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you  
170. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having  
171. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your  
172. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the  
173. property.

174. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
175. offender registry and persons registered with the predatory offender registry under MN Statute 243.166  
176. may be obtained by contacting the local law enforcement offices in the community where the property is  
177. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections  
178. web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

**DISCLOSURE STATEMENT:  
SELLER'S DISCLOSURE ALTERNATIVES**

179. Page 5

180. Properly located at \_\_\_\_\_

**181. K. SELLER'S STATEMENT:**

182. *(To be signed at time of listing.)*

183. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide  
184. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the  
185. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a  
186. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a  
187. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is  
188. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must  
189. provide a copy to the prospective buyer.

190. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party  
191. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware  
192. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of  
193. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*  
194. *Disclosure Statement* form.

195. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose  
196. and will NOT disclose any new or changed information regarding facts.

197. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection  
198. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required  
199. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*  
200. *Disclosure* form.

201.  5-21-2019 \_\_\_\_\_  
(Seller) (Date) (Seller) (Date)

**202. L. BUYER'S ACKNOWLEDGEMENT:**

203. *(To be signed at time of purchase agreement.)*

204. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to  
205. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have  
206. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of  
207. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute  
208. for any inspections or warranties the party(ies) may wish to obtain.

209. The information disclosed is given to the best of the Seller's knowledge.

210. \_\_\_\_\_  
(Buyer) (Date) (Buyer) (Date)

211. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**  
212. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

# Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. When inhaled, it can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

## Disclosure Requirements



Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:**

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and
5. a radon warning statement.

**MDH** Minnesota  
Department of Health  
INDOOR AIR UNIT

## Radon Facts

**How dangerous is radon?** Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

**Where is your greatest exposure to radon?** For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

**What is the recommended action based on my results?** If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



**MDH Radon Program**  
PO Box 64975  
St Paul, MN 55164-0975  
health.indoor@state.mn.us  
www.health.state.mn.us/radon  
651-201-4601  
800-798-9050

## **Radon Testing**

Any test lasting less than three months requires **closed-house conditions**. Keep all windows and doors closed, except for normal entry and exit.

**Before testing:** Begin closed-house conditions at least 12 hours before the start of the radon test.

**During testing:** Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test. Test for at least 48 hours.

**Where should the test be conducted?** Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat or humidity

## **Radon Mitigation**

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

**Radon mitigation** is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

**After a radon mitigation system is installed** perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

## **Radon Warning Statement**

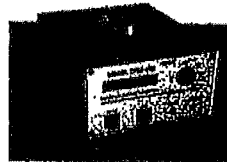
*"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator."*

*Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."*

**How are radon tests conducted in real estate transactions?** There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

**Continuous Radon Monitor (CRM)**

*Fastest*



**Simultaneous Short-term Testing**

*Second Fastest*



**All radon tests should be conducted by a certified professional.** This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.





310 Dewey St PO Box 370 FOLEY MN 56329  
(320) 968-6677

*Dr. Bonnie Miller · Dr. Alicia Murphy*

*Dr. Rochelle Fredrick*

Sarah A. Brunn  
City Administrator  
Foley City Hall  
251 4th Avenue N  
Foley, MN 56329

March 24, 2021

Dear Ms. Brunn,

Hello from Mille Lacs Veterinary Clinic! We are planning to hold our annual equine haul-in Coggins & vaccine clinic on April 17, 2021 and we are hoping the city will once again allow us to use the street to the west of our office for this event. I do apologize for the somewhat short notice this year. I hope it doesn't cause you too much inconvenience.

We request permission to close the block of 3<sup>rd</sup> Ave in front of our Foley clinic on that day to make room for loading and unloading horses from their trailers. The hours of the clinic are from 7:30am to 12:30pm. We would like to close the street starting at 7:00am, and it should be completely cleaned up and open by 1:00pm. As always, we plan to notify our neighbors on the block prior to the event and will ensure that their time and property are respected.

This arrangement has worked quite well the last few years and is so convenient for our staff and clients. We love being part of the Foley community and really appreciate your cooperation in this event. Please feel free to contact me at the number listed above with any questions or concerns. Thank you.

Best Regards,

*Bonnie E Miller DVM*  
Bonnie E Miller DVM

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The City of Foley, (the "City"), and Mille Lacs Veterinary Clinic, P.A., ("Clinic"), make this Indemnification and Hold Harmless Agreement (this "Agreement") effective as of April 17, 2021, (the "Effective Date").

### RECITALS

- A. The Clinic has requested to temporarily close a portion of Third Avenue, a City street, in front of the Clinic's property located at 310 Dewey Street on the morning of April 17, 2021, in order to conduct an equine vaccination event.
- B. The City has agreed to the temporary street closure on the condition that the Clinic indemnifies the City from any liabilities, costs and damages which may occur as a result of or arising out of the temporary closure of Dewey Street, or the Clinic's clientele bringing horses and horse trailers into the City.

In consideration of the mutual covenants, conditions and promises of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Indemnification.** The Clinic agrees to defend, indemnify and hold the City, its officers, agents, employees and affiliates, harmless to the fullest extent permitted by law for, from and against any and all liability, claims, damages, costs, losses and expenses (including court costs and attorneys' fees) in any way related to or arising out of: (i) any injury to or death of any person, including, but not limited to, Clinic's employees or agents; and (ii) any and all damage to or destruction of any property or loss of use of such property, including, but not limited to, damage to property of third parties, arising out of, related to or in connection with the temporary closure of the City's street, or Clinic's clientele bringing horses and horse trailers into the City, unless such injury, death, damage or destruction is caused solely by the City's negligence.

2. **Care and Coordination.** The Clinic agrees to at all times exercise reasonable precautions in accordance with all applicable governing safety regulations and will be solely responsible for the safety of its employees, agents, clients, licensees, invitees and other persons, as well as their property, while conducting the equine vaccination event. The City shall not under any circumstance be liable for the actions or omissions of the Clinic, its officers, agents, employees, clients, licensees, invitees or other persons associated with the Clinic. The Clinic agrees to at all times coordinate and cooperate with City staff on signage, traffic control, staging of trailers, controlling animals outside of trailers, and eliminating safety concerns. The Clinic agrees to notify all neighbors on the 100<sup>th</sup> block of 3<sup>rd</sup> Avenue of the equine vaccination event no later than April 15, 2021. While 3<sup>rd</sup> Avenue will be temporarily closed to through traffic during the event on April 17, 2021, the Clinic acknowledges that access to properties on the 100<sup>th</sup> block of 3<sup>rd</sup> Avenue shall not be restricted.

3. **Insurance.** The Clinic shall maintain General Liability Insurance in the amount of at least \$1,000,000.00. The Clinic shall provide the City with a certificate evidencing insurance coverage.

The parties have executed this Agreement as of the Effective Date.

CITY:

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

CLINIC:

Bonnie E Miller DVM

By Bonnie E Miller DVM  
Its Associate

# Bills List - April 6, 2021

Gross Salaries	Payroll - 3/12/21	\$	29,245.14
EFTPS	Federal Withholding	\$	5,259.58
MN Dept of Revenue	State Withholding	\$	1,063.02
State Treas. PERA	PERA	\$	5,744.46
Nationwide	Deferred Comp	\$	795.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	55.00
Further	HSA Contribution	\$	600.00

Gross Salaries	Payroll - 3/26/21	\$	29,123.31
EFTPS	Federal Withholding	\$	5,239.81
MN Dept of Revenue	State Withholding	\$	1,056.22
State Treas. PERA	PERA	\$	5,720.14
Nationwide	Deferred Comp	\$	795.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	55.00
Further	HSA Contribution	\$	600.00

## Already Paid - 4/6/21

HealthPartners	3/21 Employee Health Ins	\$	9,707.67
MN Dept of Revenue	2/21 Sales & Use Tax Return	\$	1,841.00
RevTrak, Inc	2/21 Credit Card Processing Fee	\$	973.72
Further	3/21 HSA Admin Fee	\$	30.35
Office of Administrative Hearings	Recording Gilmanton Orderly Annexation	\$	200.00

## To Be Paid - 4/6/21

AllSpec Services	March 21 Building Inspection Services	\$	400.20
Auto Value	Generator, Freightliner, Fire Hall Repair	\$	577.51
Benton County Attorney	January and February 2021 Legal Fees	\$	176.00
Benton County Highway Dept	2/21 PD & FD Fuel Usage	\$	827.33
Bolton & Menk	WW Expansion	\$	112,549.50
Cathy Theis	PD Transcription Services	\$	65.00
Central McGowan	PD Medical Supplies	\$	54.25
Chamberlain Oil Co	PW Shop Supplies	\$	91.20
Cintas	Uniforms	\$	270.22
Cloudnet	Server Fee	\$	10.00
Coborn's	Office Supplies	\$	57.39
Core & Main	Cold Patch Street Repair	\$	840.00
Delta Dental	Employee Dental Insurance	\$	1,092.15
Diamond Vogel	Park Shelter Maint	\$	178.08
Dirtworks 2000	Bike Path Seeding	\$	700.00
East Central Energy	Utilities	\$	1,053.87
Evidence Management for Law Enforcement	PD Training	\$	185.00
First National Bank of Omaha	Credit Card Purchases	\$	806.86
FleetPride Service Center	Benchwork Repair	\$	310.50
Flow Measurement and Control	Water and Sewer Certification	\$	675.00
Foley Hardware	Shop, FD, Street Maint & Supplies	\$	246.65
Further	3/21 HSA Contribution	\$	350.00
Gilman Coop Creamery	Street Fuel	\$	34.83
Granite Electronics	FD Radio Maint	\$	1,808.48
Hawkins	Water Chemicals	\$	2,331.60
HealthPartners	4/21 Employee Health Ins	\$	9,707.67
Hoisington Koeigler Group, Inc	Land Use Plan	\$	5,250.00
K&K Tire & Auto	Snow Vehicle Maint	\$	24.15
KRIS Engineering	Snow Equip Repair	\$	786.41
Lake Region Firefighters Association	2021 Membership Dues	\$	40.00
Marco	Copier Lease & Council Chambers Tech Help	\$	531.65
MarTeck	City Hall Cleaning Supplies	\$	29.16
MidCo	Phone & Internet Services	\$	720.25
MN Pollution Control Agency	2021 Wastewater Annual Permit	\$	145.00

Murphy Chevrolet	PD Squad Repair	\$	263.89
Resource Training & Solutions	2021 Government Membership	\$	105.00
Rinke Noonan	PD, Zoning, Orderly Annex, Herbst Legal	\$	3,751.50
RMB Environmental Laboratories	Water and Sewer Testing	\$	219.00
Robert McCoy	Final Reimbursement for Mural Project	\$	85.00
RWB Emergency Lighting	PD Squad Lights - Capital	\$	2,416.99
Shift Technologies, Inc	Technology & Computer Maint	\$	156.60
Short Elliott Hendrickson	I&I, Hwy 23 Utility Impr, PouchTec, General Eng.	\$	14,424.80
Staples	Office Supplies	\$	218.01
Star Publications	February 2021 Publications	\$	61.20
Sun Life Financial	Employee LTD Insurance	\$	192.17
Todd Swanson	281 Balsam DR Water Refund	\$	17.51
ULINE	PD, PW, FD, Pool & City Hall PPE Supplies	\$	2,414.48
USABLE Life	Employee Life Insurance	\$	201.50
Verizon	Cell Phones & Trail Camera	\$	372.75
Voss Lighting	Building Maint	\$	478.80
Werner Electric	Flag Brackets/Poles	\$	82.44
Wex Bank	Public Works Fuel Purchases	\$	52.24
Xcel Energy	Utilities	\$	5,431.54
Ziegler	Snow Equip Repair	\$	88.81
		<b>\$</b>	<b>272,064.56</b>

**169.34 PROHIBITIONS; STOPPING, PARKING.**

Subdivision 1. **Prohibitions.** (a) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device, in any of the following places:

- (1) on a sidewalk;
- (2) in front of a public or private driveway;
- (3) within an intersection;
- (4) within ten feet of a fire hydrant;
- (5) on a crosswalk;
- (6) within 20 feet of a crosswalk at an intersection;
- (7) within 30 feet upon the approach to any flashing beacon, stop sign, or traffic-control signal located at the side of a roadway;
- (8) between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (9) within 50 feet of the nearest rail of a railroad crossing;
- (10) within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly signposted;
- (11) alongside or opposite any street excavation or obstruction when such stopping, standing, or parking would obstruct traffic;
- (12) on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (13) upon any bridge or other elevated structure upon a highway or within a highway tunnel, except as otherwise provided by ordinance;
- (14) within a bicycle lane, except when posted signs permit parking; or
- (15) at any place where official signs prohibit stopping.

(b) No person shall move a vehicle not owned by such person into any prohibited area or away from a curb such distance as is unlawful.

(c) No person shall, for camping purposes, leave or park a travel trailer on or within the limits of any highway or on any highway right-of-way, except where signs are erected designating the place as a campsite.

(d) No person shall stop or park a vehicle on a street or highway when directed or ordered to proceed by any peace officer invested by law with authority to direct, control, or regulate traffic.

Subd. 2. **Violation; penalty for owner or lessee.** (a) If a motor vehicle is stopped, standing, or parked in violation of subdivision 1, the owner of the vehicle, or for a leased motor vehicle the lessee of the vehicle, is guilty of a petty misdemeanor.

(b) The owner or lessee may not be fined under paragraph (a) if (1) another person is convicted for, or pleads guilty to, that violation, or (2) the motor vehicle was stolen at the time of the violation.

(c) Paragraph (a) does not apply to a lessor of a motor vehicle if the lessor keeps a record of the name and address of the lessee.

(d) Paragraph (a) does not prohibit or limit the prosecution of a motor vehicle operator for violating subdivision 1.

(e) A violation under paragraph (a) does not constitute grounds for revocation or suspension of the owner's or lessee's driver's license.

**History:** (2720-219) 1937 c 464 s 69; Ex1937 c 38 s 1; 1939 c 430 s 13; 1989 c 342 s 16; 2008 c 287 art 1 s 46; 2013 c 127 s 35

# Minnesota Parking Laws

Modified date: December 22, 2019



## Understanding the Minnesota Parking Laws

It's important to know that you can even get a traffic violation when your car's not even moving! It's simply called this:

A parking violation. And to understand what that means in the state of Minnesota, you have to have some sort of understanding of what the MN parking laws are.

## A List of Violations Under Minnesota Parking Laws

Some of the violations of MN parking laws you'll read here will be pretty recognizable. Others won't. But the point is you'll know straight away what not to do with your vehicle when it comes to MN parking laws. Minnesota parking laws are pretty clear about that.

**Here's a pretty comprehensive list of MN parking laws:**

1. Blocking Driveway
2. Blocking Visibility
3. Crosswalk & Handicapped Access Ramp Parking
4. Disabled Parking Zones
5. Distance from Curb
6. Divided Highway
7. Double Parking



8. Expired Registration

9. Parking in Front of a Fire Hydrant

10. The Fog Line

11. For Sale on Public Street

12. Keys Left, Motor Running

13. Parallel Parking

14. Planting Strip

15. Sidewalks and Sidewalk Areas

16. Street Storage & Abandoned Automobiles

17. Time Limits

18. Truck Loading Zones

19. Meter Parking

### **Understanding Minnesota Parking Laws in Regards to Driveways**

It's important to understand that you may be fined for simply blocking a driveway according to Minnesota parking laws. According to those MN parking laws, no vehicle can block even the curb returns or wings of a driveway, or the driver of the vehicle can be issued a parking citation. This is even true of a driveway that has all kinds of barriers, such as:

1. Gates

2. Chains

3. Posts

### **What About Minnesota Parking Law Citations for Blocking Visibility?**

° The Minnesota parking law specifically states that no vehicle can park within 50 feet of any intersection carrying these characteristics:

1. Your Vehicle or Obstruction on Vehicle Is More Than 6 Feet High
2. Your Vehicle Obscures the View of Traffic, Control Signs, Signals, Crosswalks
3. Your Vehicle Has Shading, Curtains, or Packages Obscuring Views Through Windows

### **The Subject of Crosswalks and Handicap Ramps**

It is also against Minnesota parking law to park in a crosswalk – either unmarked or marked doesn't matter. You shouldn't even park in front of a handicapped access ramp.

### **What the Minnesota Parking Law Says About Disabled Parking Zones**

Only vehicles with an authorized DMV disability plate/placard can park in those types of zones. It doesn't matter if it's a public street or a parking lot. Any vehicle that doesn't have that plate/placard will be fined for the parking violation.

### **Details of Curb Distance**

According to the Minnesota parking law, no car may park over 1 foot away from the curb.

### **Thou Shalt Not Park in a Divided Highway**

Why? Because it's dangerous. You're basically sitting your car right in the middle of high traffic. This law applies for both marked and unmarked divisions on a highway as well.

It's been established that these parking laws in Minnesota are there for the purpose of establishing safety on the road.

## **Comments**

1 comments

# **Telecommuter Forward! Certification**

## **Foley Minnesota**

- **Certification Introduction**
- **Minnesota Statute**
- **Benton County News Article**
- **Telecommuting Present & Future**
- **Business Internet Service Providers**
- **Current Certified Communities**
- **Application Form**

From MN <https://mn.gov/deed/programs-services/broadband/telecommuter-forward>

## Telecommuter Forward! Certification

Telecommuter-friendly policies create new potential for improving the quality of life for employees, encouraging economic innovation and vitality in communities throughout Minnesota, and add new opportunities for civic engagement and collaboration.

### Communities Certified as Telecommuter Forward!

In August 2020, 23 Minnesota communities were recognized for receiving Telecommuter Forward! Certification. You can see this list and a map of where these communities are located below. We will recognize Minnesota communities that newly gain this certification on a regular basis.

### Communities Wishing to Become Telecommuter Forward! Certified

Cities, townships and counties that receive the Telecommuter Forward! Certification:

- have adopted a model resolution that includes a statement of support and commitment to promoting telecommuting.
- As part of the model resolution the community appoints one employee or department as the single point of contact for coordinating telecommuting opportunities with that community.

By committing to being Telecommuter Forward! these communities are improving the quality of life in Minnesota and encouraging economic vitality.

Communities can find a model resolution template and instructions on becoming certified below.

Since 2014, DEED has awarded over \$105 million in broadband infrastructure grants to fund 140 projects across Minnesota, with the goal of border-to-border broadband access.

- Reliable high speed internet access is recognized as essential for successful telecommuting.
- This certification expands upon border-to-border broadband efforts by providing a way for communities to promote themselves to Minnesotans interested in telecommuting and to businesses that support growing their telecommuting workforce.

**116J.9923 TELECOMMUTER FORWARD! CERTIFICATION.**

Subdivision 1. **Definition.** In this section, "political subdivision" means a city, township, or county.

Subdivision 2. **Certification.** A political subdivision may apply to the commissioner of employment and economic development for certification as a Telecommuter Forward! Community. The commissioner of employment and economic development shall prescribe the form and manner for making an application. Before approving an application, the commissioner shall consider the application and the information in subdivision 3.

Subdivision 3. **Resolution.** In addition to the application in subdivision 2, a political subdivision must adopt a resolution that does both of the following:

- 1) states the political subdivision's support and commitment to promote the availability of telecommuting options; and
- 2) provides for a single point of contact for coordinating telecommuting opportunities that has all of the following responsibilities:
  - (i) coordination and partnership with broadband providers, realtors, economic development professionals, employers, employees, and other telecommuting stakeholders;
  - (ii) collaboration with broadband providers and employers to identify, develop, and market telecommuter-capable broadband packages;
  - (iii) communication and partnership with broadband providers and economic development professionals to develop common goals;
  - (iv) promotion of telecommuter-friendly work spaces, such as business incubators with telecommuting spaces, if such a work space has been established in the political subdivision at the time the political subdivision adopts the resolution;
  - (v) familiarity with broadband mapping tools and other state-level resources;
  - (vi) maintaining regular communication with the state broadband office and
  - (vii) making regular reports to the governing body of the political subdivision.

**History:** 2019 c 13 s 1

# **MN State Commitment to Broadband**

## **Benton County News**

03/10/2020

### **Broadband Internet project receives significant grant**

**By Evan Michealson**

FOLEY - The Border-to-Border Broadband Development Program was initiated by the Minnesota Department of Employment and Economic Development with the goal of bringing high-speed internet to the lacking areas of Minnesota.

Minnesota Gov. Tim Walz announced the latest push in that direction Jan. 21; with DEED awarding a cumulative total upwards of \$23 million to 30 broadband projects across the Land of 10,000 Lakes.

Included in that substantial project list is Ramey Phase , a last -mile project bringing fiber-optic internet connection to areas of the Alberta and Granite Ledge townships in Benton County, along with sections of Morrison and Mille Lacs counties.

Benton Communications, a Rice-based telecommunications provider, will install a fiber hookup, allowing speeds of 25 megabits-per-second download and upload speeds to 253 households, nine businesses, two town halls and 97 farms within the Ramey ILEC exchange. "I think, anybody that's doing business today needs to be on the internet, whether they're a farmer or small business owner regardless of where they are," said John Uphoff, executive director of Benton Economic Partnership. "There are pockets of Benton County that don't have reliable broadband." The last-mile project's cost exceeds \$2.7 million, but with a local match of over \$1.7 million Benton Communications can afford to reach the state's solidified internet speed goals. Walz and the state of Minnesota have set a mark for the end of 2022: Every residence and business in the state will have access to download and upload speeds of 25 Mbps.

With Benton Communications' ability to offer higher speeds as is, the belief is this statewide goal is more than attainable.

"Our minimum package is offering 25 (Mbps), but we'll be capable to offer 250 (Mbps) if needed," said Cheryl Scapanski, general manager of Benton Communications. "If the customer wants 250-megabit service, we would be able to offer that."

The necessity for efficient internet speeds is growing even in rural areas. Whether it is checking market availability and equipment prices in agriculture or working from home, the grant program seeks to solve frustrations and make life easier for those in the under-served portions of Minnesota .

Chervl Pick, director of food services at Foley Public Schools, lives in Morrill Township in Morrison County in the heart of the Ramey ILEC exchange. Her position requires regular access to the internet, meaning the stability of her connection is a priority.

"It plays a huge part in my life because at times I need to do things at home for my position I have for the district," Pick said. "We do our food ordering online and also have other programs online that our important to the child nutrition program That's huge."

The ideal benefits for the program extend past occupations.

According to data from the National Center for Education statistics, 33 of postsecondary students study in at least one distance learning course, meaning much of curriculum can be found on-line.

As a result, there is an increased emphasis to place broadband service inside every household in the same vein as electricity or other utilities.

"Today, internet access is no different than any other utility whether it's electric or gas," Uphoff said, "We need to get to the point where we understand that as a society either it gets funded the same way as the electrification process, or we continue to step in (with) local providers where the big ISPs (internet service providers) out there don't seem to provide service."

The grant program is in its fifth year and has introduced broadband internet access to 49,900 homes and businesses in the state. It was bolstered by results from 2019's legislative session when Walz placed his signature on one-time funds of over \$40 million devoted towards the program's broadband infrastructure endeavors.

Benton Communications has been involved in the program from its introduction, with the recent grant total marking their fifth in as many years.

"This would be our largest grant received to date," Scapanski said. "Our company has committed to get increase speeds to all members and customers in the area." And for residents like Pick, who often face the wrath of sluggish internet where Greater Minnesota is lacking the resources necessary to thrive.

"There are times when depending on the connection where we don't have internet," Pick said. "I think people would benefit from high speed internet. It would probably make their jobs easier because people look at technology so much now. It's part of everyone's life. There's some things you can't do unless you do it online."

Not all will be said and done when 2022 comes around. The state is aiming for even higher speeds within a successive four-year period, with download and upload speeds goals set for a minimum of 100 Mbps come 2026. Goal-setting has marked a path forward for several regions across the state, including Benton County.

"The county should have some standard to be set; like, 'OK, we want whatever this upload and download speed is,'" Uphoff said. "Then, the question becomes, 'What can we do to help support that?'"

What can the county do to move things along?"

## Telecommuting Present and Future

### COVID-19 makes the benefits of telework obvious

<https://www.brookings.edu/blog/the-avenue/2020/03/...> ▼

Mar 17, 2020 · The **COVID-19** public health crisis is an extreme test of the necessity of many parts of our basic daily routine: commuting to the office, face-to-face meetings, and what it means to be a worker in ...

### Teleworking during the coronavirus: Tips for coping - Mayo ...

<https://www.mayoclinic.org/diseases-conditions/...> ▼

Jun 12, 2020 · If your office is closed due to the coronavirus disease 2019 (COVID-19) pandemic, you might be working from home for the first time. While teleworking can offer many benefits, teleworking during the pandemic poses unique challenges. Consider these tips for maintaining work-life balance and avoiding professional isolation while social distancing.

### Telecommuting: A Guide for Employees and Supervisors | MSU ...

<worklife.msu.edu/workplace-assistance/flexible-work/telecommuting> ▼

Telecommuting is a **flexible work arrangement that allows for work to be done at an alternate location such as the home, while staying connected with the office through the use of technology.** ...

### Telecommuting Benefits for Employees and Employers ...

<https://www.indeed.com/.../telecommuting-benefits> ▼

Jan 29, 2021 · Telecommuting is remote working or working from home where employees perform their jobs through online means. These professionals won't work in the physical office space of the company...

### Telecommuting will likely continue long after the pandemic

<https://www.brookings.edu/blog/up-front/2020/04/06/...> ▼

Apr 06, 2020 · The **COVID-19** pandemic is, among other things, a massive experiment in telecommuting. Up to half of American workers are currently working from home, more than ...



## BUSINESS INTERNET SERVICE PROVIDERS IN FOLEY, MINNESOTA

PROVIDER NAME	COVERAGE IN FOLEY, MINNESOTA	MAX DOWNLOAD SPEED	PROVIDER TYPE	PHONE NLI
Benton Communications	100%	10 Mbps	DSL, Fixed Wireless, and Fiber	(320) 3
Cloudnet Inc.	99%	50 Mbps	Fixed Wireless	(320) 2
CenturyLink Business	78%	100 Mbps	DSL	(888) 9
Midco Business	14%	1,000 Mbps	Fiber and Cable	(800) 8
Windstream	5%	20 Mbps	DSL	(855) 2
Fallsnet	3%	50 Mbps	Fixed Wireless	(320) 6
Allstream	1%	3.0 Mbps	Copper	(866) 4
Frontier Business	1%	1.0 Mbps	DSL	(855) 2
Comcast Business	<1%	987 Mbps	Cable	(888) 5

# Current Certified Communities

## Cities

Albany	Tom Schneider	Clerk, Administrator
Balaton	Lisa Graphenteen	Executive Director of Balaton EDA
Cook	Sara McManus	Subscriber Service Manager, True N Brdand
Big Lake	Hanna Klimmek	Community Development Director
Bigfork	Angie Storlie	City Clerk, Treasurer
Halstad	Brandon Mickelson	City Council Member
Lake Benton	Vince Robinson	President of DSI
Lake Crystal	Taylor Gronau	City Administrator
Madelia	Brent J. Christensen	Vice President, Madelia Area Redevelop Co
North Branch	Renae Fry	City Administrator
Preston	Cathy Enerson	EDA Director
Spring Grove	Courtney Swanson	EDA Director
Warren	Shannon R. Mortenson	City Administrator, Clerk-Treasurer
Windom	Jeff Dahna	Windomnet General manager

## Counties

Swift	Jennifer Fronst	Executive Director; Swift County Rural DA
Beltrami	David Hengel	Executive Director. Greater Bemidji, Inc.
Big Stone	Vicki Oakes	Mnbump Manager
Chisago	Nancy Hoffman	Chisago County HRA-EDA Executive Director
Lincoln	Vince Robinson	Executive Director, County Enterprise Dev Co
Martin	Scott Higgins	County Coordinator
Sherburne	Dan Weber	Assistant County Administrator

## Township

Greenvale	Linus Langer	Clerk
-----------	--------------	-------



## Telecommuter Forward! Community Application Form & Model Resolution

Any political subdivision (city, township, or county) in Minnesota that supports and commits to promote the availability of telecommuting options is eligible for the Telecommuter Forward! Community Certification and may apply through the Office of Broadband Development. The political subdivision must demonstrate compliance with the statutory requirements under Minn. Stat. § 116J.9923. The Office of Broadband Development has created a model resolution, which is available below, that satisfies the minimum statutory requirements to assist communities in this effort.

**Please submit this completed form and your community's Telecommuter Forward! resolution via email to: [deed.broadband@state.mn.us](mailto:deed.broadband@state.mn.us)**

<b>POLITICAL SUBDIVISION</b>	
Name of Political Subdivision	
Address	
Address	
City	
Zip	
Web Address	
<b>SINGLE POINT OF CONTACT</b>	
Name	
Title	
Email	
Phone	

For more information about the application process for Telecommuter Forward! Certification or for any questions about the Telecommuter Forward! Community Model Resolution, please contact the Office of Broadband Development at [deed.broadband@state.mn.us](mailto:deed.broadband@state.mn.us) or 651-259-7610.

**CITY OF FOLEY RESOLUTION #2021-10**

**RESOLUTION IN SUPPORT OF TELECOMMUTING OPPORTUNITIES AND  
TELECOMMUTER FORWARD! CERTIFICATION**

**WHEREAS**, the City of Foley (“City”) supports and commits to promote the availability of telecommuting options;

**WHEREAS**, the City hereby appoints Jim Martinson, Economic Development Authority (EDA) member, as the single point of contact for coordinating telecommuting opportunities within the City, including the following responsibilities:

1. Coordination and partnership with broadband providers, realtors, economic development professionals, employers, employees, and other telecommuting stakeholders.
2. Collaboration with broadband providers and employers to identify, develop, and market telecommuter-capable broadband packages.
3. Communication and partnership with broadband providers and economic development professionals to develop common goals.
4. Promotion of telecommuter-friendly workspaces, such as business incubators with telecommuting spaces, if such a workspace has been established in the political subdivision at the time the political subdivision adopts the resolution.
5. Familiarity with broadband mapping tools and other state-level resources.
6. Maintaining regular communication with the state broadband office.
7. Making regular reports to the City Council.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City of Foley to support telecommuting opportunities for the City of Foley in its application for Telecommuter Forward! Community certification.

Adopted by City Council for the City of Foley this 6th day of April, 2021.

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Administrator

**From:** Mark Pappenfus  
**To:** Sarah Brunn  
**Subject:** FW: Hiperline - SpectraShield Lining Sanitary Manholes - Quotes Attached  
**Date:** Wednesday, March 24, 2021 12:32:18 PM  
**Attachments:** 3\_18\_2021\_Foley\_MN\_Repair\_Contract\_(1).pdf  
contract-warranty-doc (7).pdf

---

Sarah,

Attached is the quote for the lining of the manhole(s) that are leaking along Cty. Rd. #51 near the bridge crossing. MH #789 really needs to be done, #790 shows lots of signs that it has leaked, although it isn't right at this time, but should be done. This process is a little more expensive than some, but it by far one of the better processes. I think this would be a good spot to try this type liner as it's very wet in this area. Gary at Milaca has done 15-20 of these MH's in his town and is very satisfied with how they have held up. Sartell has also done several of these and has had very good luck. Our pricing is a little higher per MH as these are 21' deep so it is more expensive than the standard MH.

So... I'd really need to do 1 soon but would like to ask to do both as pricing is cheaper with 2 as they combine Mob charges.

We can chat.

Thanks, Mark

**Mark Pappenfus**  
**City of Foley Public Works Director**  
**320-290-9186**

**From:** Gregory R <gregrandh@gmail.com>  
**Sent:** Thursday, March 18, 2021 3:03 PM  
**To:** Mark Pappenfus <mpappenfus@ci.foley.mn.us>  
**Cc:** greg@hiperline.com  
**Subject:** Hiperline - SpectraShield Lining Sanitary Manholes - Quotes Attached

Hi Mark,

Nice to visit briefly with you and Adam today, thanks for taking the time to help with the inspection of the structures you would like to rehabilitate & seal permanently.

I completed the two quotes as requested and will attach them to this email below. Please send or forward this email with the attachments to your contact at Benton County Public Works for the grease trap structure lining.

If you would like to get these projects in our schedule please email a signed copy back and I will get it to Heidi in our office.

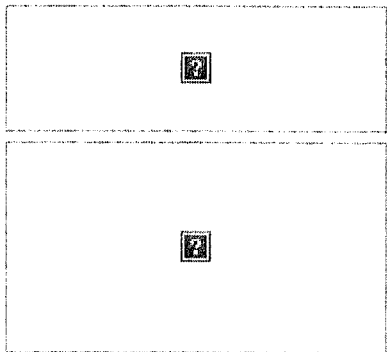
Feel free to visit [www.hiperline.com](http://www.hiperline.com) , email, or call my cell anytime if you have questions!

We appreciate the opportunities, thank you!

Kind Regards,  
Greg Raisanen  
320.237.1292

--

*We are excited to announce our transition from R&H Painting, LLC. to Hiperline. Please add my new email address [greg@hiperline.com](mailto:greg@hiperline.com) to your contacts and check out our new website: [www.Hiperline.com](http://www.Hiperline.com)*





**HIPERLINE**  
HIGH PERFORMANCE LINING

# Manhole Quote

Sold To Mark Pappenfus

Date 3/18/2021

Foley, MN  
foleypwks@cloudnet.com  
(320) 290-9186

PO No.

Manhole	Location	Depth (ft)	Description of Repair	Mobilization:	\$500.00
				Cost	
1	MH 789 near Creek	20.60	SpectraShield, Old Precast, Grout High leaks, Traffic Control, R.O.W. Permit, Hose Pull: 40ft	10,935.00	
2	MH 790	21.20	SpectraShield, Old Precast, Grout Low leaks, Traffic Control, Hose Pull: 30ft	9,259.40	
Total				\$20,694.40	

**Notes:**

- A site visit is agreed upon prior to mobilization if deemed necessary by HIPERLINE.
- Owner shall be responsible for providing a disposal site for all debris during the installation of the SpectraShield Liner System. This debris shall include, but not be limited to sand, chipped concrete, old linings, effluents, etc.
- Invoice(s) will be based upon field measurements and may increase or decrease the actual invoice/contract/purchase order amount accordingly.
- Our invoices are NET 30 DAYS, no retainage. A 1.5% interest charge per month for invoices over 30 days will apply.
- Sanitary sewer manholes include our industry leading 10 year warranty; storm sewer structures come with a standard 1 year warranty
- Removing manhole steps is part of the standard process unless noted otherwise
- If excessive grouting/leak-stopping is required (more than 1 workday), we will notify customer before proceeding. Additional grouting rates are \$300 per hour for the truck and crew, \$100 per gallon of grout, and \$25 per tube of grout

Customer Name

Customer Signature

Send Invoice To

**Additional Notes:**

Leave steps in both Manholes. Structures are in cattails about 30-40 off the county road. Some surface water, planks may be necessary for foot traffic access. Get one R.O.W permit to complete both structures.

Thanks for the Opportunity to Serve You!

HIPERLINE 15725 US HWY 12 SW Cokato, MN 55321 320.286.2471



**HIPERLINE**  
HIGH PERFORMANCE LINING

[www.HIPERLINE.com](http://www.HIPERLINE.com)

15725 US Hwy 12 SW  
Cokato, MN 55321

## **SpectraShield Liner Systems**

### **TEN YEAR LIMITED WARRANTY**

CCI Spectrum, Inc. (manufacturer) and HIPERLINE. (applicator) warrant the SPECTRASHIELD lining against failure for a period of 10 years. "Failure" will be deemed to have occurred if the protective liner fails to (a) prevent the internal deterioration or corrosion of the structure (b) protect the substrate and environment from contamination by effluent or (c) prevent groundwater infiltration. If any such failure occurs within 10 years of initial completion of work by HIPERLINE on a structure, HIPERLINE will repair the damage and restore the lining at no cost to the Owner within 60 days after written notification of the failure. "Failure" does not include damage resulting from mechanical or chemical abuse or by an act of God. Mechanical or chemical abuse means exposing the coated surfaces of the structure to any mechanical force or chemical substance not customarily present or used in connection with structures of the type involved.

#### **WARRANTY DISCLAIMER:**

CCI Spectrum, Inc. and HIPERLINE make no warranties express or implied other than those specifically stated in this Ten Year Warranty.

This warranty effective \_\_\_\_\_, 20\_\_\_\_.

Job: \_\_\_\_\_

Owner: \_\_\_\_\_

**HIPERLINE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



We Appreciate the Opportunity, Thank you!

◇ Est. 1974 ◇



Storage Shed Addition – This was in 2020 CIP Funding but was never completed due to slow economy and problems with product with availability it was never completed. This will be a 60' x 48' addition added on to the North end of the back Grey shed. Not insulated and heated at this time but will be designed to insulate and heat in the very near future by City PW Staff. Cost of Materials has gone up just about 24% since we re-quoted materials pricing last fall and 32% since we budgeted #'s over a year ago. Randy at Foley Lumber does not see pricing coming back down and will most likely continue to increase throughout the year and material availability will also be getting harder as we work through the year.

\$40,574	Materials - Foley Lumber
\$24,474	6" Cement Floor, 2" Insulation, and 20' Apron – JR Concrete & Masonry
\$12,100	Labor – Paul Gapinski Construction
<hr/>	
\$77,148	Total

Since we will be adding heat to this part of a shed, we are going to add a trench style floor drain which will require a flammable waste trap installation also since vehicles will be stored in the shed. City Staff will help as possible with this installation, although the cost of all of this could be up to \$8,000 to \$10,000 and we will pull the funds for the floor drain from water & sewer funds.



# FOLEY FUEL & LUMBER CO., INC.

"Quality Building Material Products"

P.O. BOX 157 • FOLEY, MINNESOTA 56329

PHONE (320) 968-6291 • FAX (320) 968-9936 • 1-888-968-9080



## Quotation

Quote No

**42105**

Expiration Date

04/07/2021

Customer

968-7260

Contact Name

Contact Number

Job

Your Ref

60X48

Delivery

By 03/29/2021

Taken By

Danielle Lindgren

Sales Rep

Randy Kotsmith

### Invoice Address

City Of Foley  
251 4Th Ave  
PO Box 709  
Foley, MN, 56329-0709

### Delivery Address

City Of Foley  
251 4Th Ave  
PO Box 709  
Foley, MN, 56329-0709



Page 1 of 3

Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1		POST & BRACING MATERIAL				
2	zz_*WEEKES_1309	2X6 4 PLY 22' GLUE LAM	18 ea	185.82	ea	3,344.76
3	zz_*WEEKES_1310	2X6 4 PLY 26' GLUE LAM	2 ea	252.20	ea	504.40
4	zz_*WEEKES_1311	2x6 4 ply 28' glue lam	2 ea	273.18	ea	546.36
5	zz_*WEEKES_1312	2X6 4 PLY 30' GLUE LAM	1 ea	294.64	ea	294.64
6	T421018	TREATED 2X10-18' GC 4/18	4 ea	52.15	ea	208.60
7	T421012	TREATED 2X10-12 GC 3/12	3 ea	31.30	ea	93.90
8	T421016	TREATED 2X10-16 GC 1/16	1 ea	41.90	ea	41.90
9	D21218	2X12-18 #2 BTR H FIR 8/18	8 ea	62.35	ea	498.80
10	D21212	2X12-12 #2 BTR H FIR 4/12	4 ea	41.60	ea	166.40
11	D21014	2X10-14 H/F OR SPF 4/14	4 ea	35.40	ea	141.60
12	D21016	2X10-16 H/F OR SPF 2/16	2 ea	41.00	ea	82.00
13	D21218	2X12-18 #2 BTR H FIR 4/18	4 ea	62.35	ea	249.40
14	D20616	2X6-16 #2 & BTR SPF 16/16	16 ea	23.20	ea	371.20
15	D20416	2X4-16 #2 & BTR SPF 6/16	6 ea	15.90	ea	95.40
16		End of POST & BRACING MATERIAL				6,639.36
17		WALL & GABLE NAILERS				
18	D20418	2X4-18 SPF 28/18	28 ea	17.80	ea	498.40
19	D20412	2X4-12 #2 & BTR SPF 21/12	21 ea	12.30	ea	258.30
20	D20416	2X4-16 #2 & BTR SPF 7/16	7 ea	15.90	ea	111.30
21		End of WALL & GABLE NAILERS				868.00



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## Quotation

Quote No

**42105**

Expiration Date 04/07/2021

Customer 968-7260

Contact Name

Contact Number

Job

Your Ref 60X48

Delivery By 03/29/2021

Taken By Danielle Lindgren

Sales Rep Randy Kotsmith

### Invoice Address

City Of Foley  
251 4Th Ave  
PO Box 709  
Foley, MN, 56329-0709

### Delivery Address

City Of Foley  
251 4Th Ave  
PO Box 709  
Foley, MN, 56329-0709



Page 2 of 3

Line	Product Code	Description	Qty/Footage	Price	Per	Total
22		TRUSSES				
23	zz_*LITT_3715	TRUSS PACKAGE	1 ea	8,373.00	ea	8,373.00
24	D20616	2X6-16 #2 & BTR SPF 5/16	5 ea	23.20	ea	116.00
25	D20618	2X6-18 #2 & BTR SPF 4/18	4 ea	26.95	ea	107.80
26	D20614	2X6-14 #2 & BTR SPF 4/14	4 ea	21.50	ea	86.00
27	D20418	2X4-18 SPF 24/18	24 ea	17.80	ea	427.20
28	D20412	2X4-12 #2 & BTR SPF 6/12	6 ea	12.30	ea	73.80
29	D20418	2X4-18 SPF 6/18	6 ea	17.80	ea	106.80
30	D20412	2X4-12 #2 & BTR SPF 3/12	3 ea	12.30	ea	36.90
31		End of TRUSSES				9,327.50
32		ROOF GIRTS				
33	D20418	2X4-18 SPF 72/18	72 ea	17.80	ea	1,281.60
34	D20414	2X4-14 #2 & BTR SPF 36/14	36 ea	13.85	ea	498.60
35		End of ROOF GIRTS				1,780.20
36		SERVICE DOORS				
37	zz_*BAYER_9607	HOLLOW METAL SERVICE DOOR	1 ea	800.00	ea	800.00
38	zz_*BAYER_9608	SERVICE DOOR LOCK	1 ea	140.00	ea	140.00
39	SJCC	METAL SALES 10'6" J CHANNEL COLORED	3 ea	10.80	ea	32.40
40	D20608	2X6-08 #2 & BTR SPF 3/8	3 ea	11.30	ea	33.90
41		End of SERVICE DOORS				1,006.30
42		OVERHEAD DOORS				
43	zz_*VICTORY_2258	OVERHEAD DOOR PACKAGE	1 ea	9,675.00	ea	9,675.00
44	SJCC	METAL SALES 10'6" J CHANNEL COLORED	10 ea	10.80	ea	108.00
45		End of OVERHEAD DOORS				9,783.00
46		TRIM PACKAGE				
47	SBMC	METAL SALES 10'6" BASE MOULDING COLORED 1-1/8 X 1 X1 S-O	13 ea	10.40	ea	135.20

Subject to our terms and conditions of sale. Further copies available on request.



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PHONE (320) 968-6291 • FAX (320) 968-9936 • 1-888-968-9080



## Quotation

Quote No

**42105**

Expiration Date

04/07/2021

Customer

968-7260

Contact Name

Contact Number

Job

Your Ref

60X48

Delivery

By 03/29/2021

Taken By

Danielle Lindgren

Sales Rep

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Page 3 of 3

Line	Product Code	Description	Qty/Footage	Price	Per	Total
48	SEMC	METAL SALES 10'6" EAVE MOULDING 90 COLORED	10 ea	16.80	ea	168.00
49	SRCC16	METAL SALES 16'6" OUTSIDE CORNER COLORED	7 ea	36.50	ea	255.50
50	SDJMC916	METAL SALES 16'6" DOOR JAMB MLDG 1-5/8" X 9-1/4" COLORED	6 ea	45.75	ea	274.50
51	V168	10' BRIGHT WHITE RIDGE VENT MW10035 PLYCO	2 ea	198.85	ea	397.70
52	S14RCC	METAL SALES 10'6" UNIVERSAL RIDGE CAP 14" COLORED	3 ea	28.80	ea	86.40
53	SPTC3	METAL SALES 10'6" POST TRIM 3-1/2" X 1-1/2" COLORED	28 ea	13.90	ea	389.20
54	S24PSC	METAL SALES SOFFIT 24"X16" PERFORATED COLORED	135 ea	11.45	ea	1,545.75
55	SISST	METAL SALES 3/8" SOFFIT STARTER 10'2" COLORED	18 ea	29.80	ea	536.40
56	SPPFT	METAL SALES 36" PRO PANEL OUTSIDE / TOP CLOSURE STRIP	17 ea	1.95	ea	33.15
57	SPPFB	METAL SALES 36" PRO PANEL INSIDE / BOTTOM CLOSURE STRIP	17 ea	1.95	ea	33.15
58		End of TRIM PACKAGE				3,854.95
59		STEEL				
60	SCRC	CLASSIC RIB COLORFAST45 29G COLORED	2,018 LF	3.41	LF	6,881.38
61	S20PN	4" POLE BARN NAILS	40 LB	3.45	LB	138.00
62	S20PNG	4" GALV POLE BARN NAILS	5 LB	4.65	LB	23.25
63	S112CWT	1-1/2" COLORED ***QUOTE ONLY***	18 BAG	15.10	BAG	271.80
64		End of STEEL				7,314.43

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Total Amount	\$40,573.74
Sales Tax	\$0.00
Quotation Total	\$40,573.74

Buyer

Date

Subject to our terms and conditions of sale. Further copies available on request.



# Estimate

**ADDRESS**

City of Foley

**ESTIMATE # 1307****DATE 03/02/2020**

---

**PROJECT**

Storage Shed Addition

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Garage Floor</b>	48x60 Shed Floor-6" Thick		13,968.00	13,968.00
	<b>2" Foam</b>	Foam Option		5,850.00	5,850.00
	<b>Exterior Concrete</b>	48x20 Apron-6"		4,656.00	4,656.00
		***Drain in floor installed by others***			

---

**TOTAL****\$24,474.00**

Accepted By

Accepted Date

Please Send Payment To:  
JR Masonry and Concrete Inc.  
7050 55th St. NE  
Sauk Rapids, MN 56379

DISTRICT 3 Right of Way  
7694 Industrial Park Rd.  
Baxter, MN 56425-8096

Office Tel: 218-828-5809  
Fax: 218-828-5815

March 18, 2021

Ms Sarah Brunn – City Administrator  
City of Foley  
251 4<sup>th</sup> Ave. N  
P.O. Box 709  
Foley, MN 56329

State Project #: 0504-20  
Control Section: 0504  
Project Job #: TRWSP050420  
County: Benton  
Parcel #: 0504-901-217P  
Prop. Address: 770 Penn Street Foley, MN 56329

This is in response to your request for further clarification on MnDOT's decision to drop Parcel 217P and to acquire the taking as "Orders in Road" for the construction of the round-a-bout at Penn Street.

Attached is the title work for the city property located at 770 Penn Street. (PID # 130001600). Recorded document #282658 states that the parcel was granted as conveyance of tax forfeited lands. As part of that conveyance the property was to be used "exclusively for expanding street right-of-way".

Previous defined Parcel 217P is considered street right of way per the title opinion and recorded deed.

Existing street right of way can be taken over by Commissioner Orders for transportation purposes. When the project is complete the Commissioner Orders will be removed, and the area will revert back to the City.

Commissioner's orders are required by Minn. Stat. §161.16, Subd. 2, which states:

***Designation and Location by Order.*** The Commissioner shall by order or orders designate such temporary trunk highways, and on determining the definite location of any trunk highway or portion thereof, the same shall also be designated by order or orders. The definite location of such highway or portion thereof may be in the form of a map or plat showing the lands and interests in lands required for trunk highway purposes. Formal determination or order if by map or plat, shall be certified by the Commissioner of Transportation on said map or plat. The Commissioner may, by similar order or orders, change the definite location of any trunk highway between the fixed termini, as fixed by law, when such changes are necessary in the interest of safety and convenient public travel.

If you have any additional questions, please feel free to let me know or contact Mark Larson, Real Estate Representative at 320-223-6551.

Sincerely,

**Lynn Nielsen** Digitally signed by Lynn Nielsen  
Date: 2021.03.18 09:40:53 -05'00'

Lynn Nielsen – RW Project Manager  
Engineering Specialist Senior  
218-828-5809  
Lynn.Nielsen@state.mn.us

Enclosures: Work Map at Penn Street  
Title Opinion Parcel 217P

cc: Russell Fellbaum – Project Manager  
Mark Larson – Real Estate Representative

**ORIGINAL**

**MINNESOTA DEPARTMENT OF TRANSPORTATION**

C.S. 0504(23=23) 961

PARCEL NO. ~~XXXX~~ 217P

COUNTY OF BENTON

JOB NO. TRWSP050420

**TITLE OPINION**

I hereby certify to the State of Minnesota that I have examined the title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Auditor and County Treasurer, and as shown by said records the title to the following described tract:

13.00016.00

.60 ACRES IN NE1/4 SE1/4 LYING IN SECTION 26 TOWNSHIP 37 RANGE 29 Unplatted City of Foley

ALSO DESCRIBED AS: THE WEST 206 FEET OF THE EAST 239 FEET OF THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 OF SE1/4) OF SECTION TWENTY SIX (26), TOWNSHIP THIRTY SEVEN (37) NORTH, RANGE TWENTY NINE (29) WEST, FOURTH PRINCIPAL MERIDIAN, BENTON COUNTY, MINNESOTA, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF MINNESOTA TRUNK HIGHWAY NO. 23, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT 33 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION TWENTY-SIX (26); SAID POINT BEING THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE QUARTER LINE A DISTANCE OF 206 FEET; THENCE DEFLECTING TO THE LEFT AT 90 DEGREES FOR A DISTANCE OF 193.35 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA TRUNK HIGHWAY NO. 23; THENCE NORTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA TRUNK HIGHWAY NO. 23 FOR A DISTANCE OF 126 FEET; THENCE CONTINUING ALONG SIGHT TRIANGLE RIGHT OF WAY FOR A DISTANCE OF 138.7 FEET TO INTERSECT THE WEST LINE OF EIGHTH AVENUE IN THE VILLAGE OF FOLEY; THENCE NORTHERLY ALONG THE WEST LINE OF EIGHTH AVENUE FOR A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING, CONTAINING .60 ACRES, MORE OR LESS,

excepting and reserving to the said state, in trust for taxing districts concerned, all minerals and mineral rights, as provided by law.

(Abstract Property)

\_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_ north, range \_\_\_\_\_ west, Benton County, is at the date of this certificate in the following named persons: (if the title is registered, note the certificate number.)

**REGISTERED LAND TORRENS CERTIFICATE NO.** \_\_\_\_\_

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Document and Date Recorded</u>	<u>Book and Page and/or Doc No</u>	<u>Name of Spouse If single, so state</u>
City of Foley	Fee	01/25/2002 02/07/2002	282658	

**During the past five years the title to said tract was in the following persons, if different from above:**

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Document and Date Recorded</u>	<u>Book and Page and/or Doc No</u>	<u>Name of Spouse If single, so state</u>
-------------	---------------------------	---	------------------------------------	---



**SUBJECT ONLY TO THE FOLLOWING:** Here enumerate encumbrances and liens of every nature, giving names and addresses of parties, date of instrument, date of recording, document number and other pertinent information; also enumerate other defects, if any, in the title; any judgments docketed in the office of the Court Administrator that would be a lien against this property should be shown here. Show docket number, date of entry and amount of judgment, names of judgment debtor and creditor and attorney for the creditor.

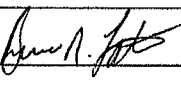
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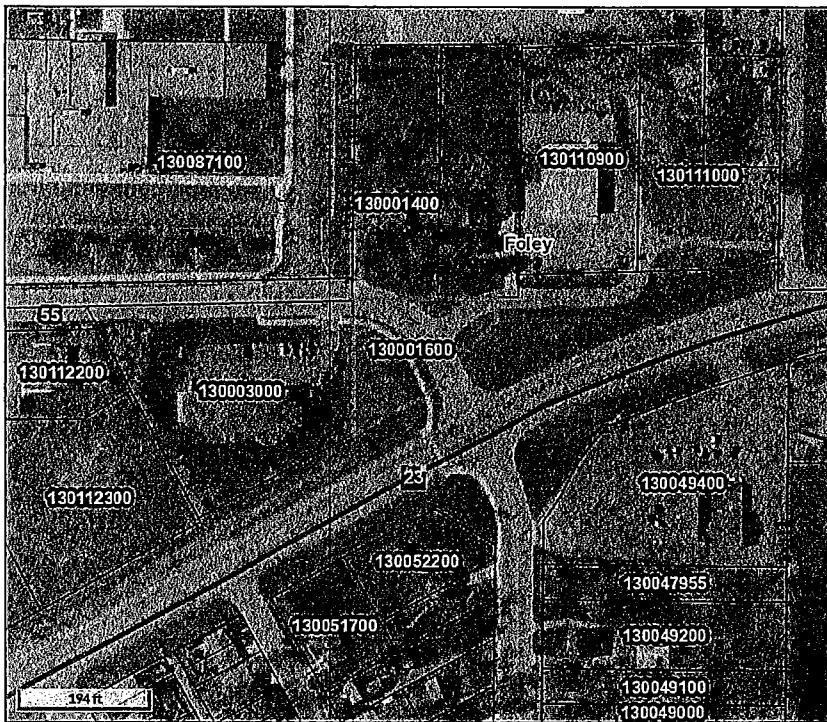
REFERENCE DOCUMENTS:

Government Corner dated August 12, 2012 Recorded August 14, 2012  
Doc. No. 390569

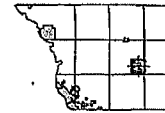
Government corner dated April 22, 2015 Recorded April 22, 2015  
Doc. No. 409037

I further certify that all taxes and assessments against said tracts are paid, except:  
P.I.N. 13.00016.00  
2017 TAX EXEMPT

Last Tract Entry or Certificate Memorial	SIGNATURE	
	Attorney or Abstracter	DATE
Book - of - Page		
423337	by 	12-28-2017



Overview



**Legend**

**Municipalities**

☐ CITY

☐ TWP

☐ Parcels

☐ Highways

Parcel ID	130001600	Alternate ID	n/a	Owner Address	n/a
Sec/Twp/Rng	26-037-029	Class	958 - MUNICIPAL PUBLIC SERVICE-OTHER		
Property Address	770 PENN ST	Acreage	0.6		
	FOLEY				
District	FOLEY				
Brief Tax Description	Sect-26 Twp-037 Range-029 .60 AC W 206 FT OF E 239 FT OF NE1/4 SE1/4 LYING NLY OF NLY R/W OF HWY 23 (Note: Not to be used on legal documents)				

Date created: 10/24/2017  
Last Data Uploaded: 10/24/2017 7:38:23 AM



Developed by  
The Schneider Corporation

RCB310M1 RECAP Collection System

Inquiry - General Summary (A)

R 13.00016.00

2017 Mod? Calc thru: 10/24/2017 MP#:

Taxpayer 5260

Total: EMV

TMV

Deeded acres

CITY OF FOLEY

18,000

.60

251 4TH AVE N

Dist: 1301 TIF Dist:

PO BOX 709

Plat:

FOLEY MN 56329-0709

Sect Twnshp Range Lot Block

Alternate

26

037

029

W 206 FT OF E 239 FT OF NE1/4 Subd:

SE1/4 LYING NLY OF NLY R/W OF

EXEMPT - MUNICIPAL PUB-OTHER

Escrow

Prop Address

770 PENN ST FOLEY MN 56329-

T

Original

Adj/Chg

Payments

Unpaid Bal

Net Tax

Special Asmt

Tot before P&I

Penalty

Interest

Fees

\* \*Totals

F2=Tier F14=Legal F16=Notes F17=APINs F19=OtherNames F24=MoreKeys

A=GS B=ASM C=DQ E=TR F=SP H=THST I=PRASC J=COJ P=PA R=ADJ U=CAMA Y=CMP

282658

Transfer entered this 7th  
day of February 2002  
Joan Mayes  
County Auditor/Treas.  
By Joan Mayes Deputy

OFFICE OF  
BENTON COUNTY RECORDER  
BENTON COUNTY, MN  
CERTIFIED TO BE FILED  
AND/OR RECORDED ON

FEB 7 4 19 PM '02

MARILYN J. STEVENS  
COUNTY RECORDER  
BY CK DEPUTY

## Conveyance of Forfeited Lands

Commissioner's Deed No. **0195405**

THIS DEED, made this 25th day of January, 2002, between the State of Minnesota, as party of the first part, and City of Foley, a governmental subdivision, as party of the second part, WITNESSETH:

WHEREAS, the land hereinafter described was duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes, and,

WHEREAS, pursuant to Minnesota Statutes Section 282.01, Subdivision 1a, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively for expanding street right-of-way, and,

WHEREAS, unless not required under Minnesota Statutes Section 282.01, Subdivision 1b(b), the Board of County Commissioners of the County of Benton, State of Minnesota, has recommended to the Commissioner of Revenue by resolution adopted on the 2nd day of January, 2002, that such conveyance be made,

NOW, THEREFORE, the State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant or convey without warranty unto the party of the second part, all the tracts or parcels of land lying and being in the County of Benton, State of Minnesota, described as follows, to-wit:

13.00016.00

.60 ACRES IN NE1/4 SE1/4 LYING IN SECTION 26 TOWNSHIP 37 RANGE 29 Unplatted City of Foley

ALSO DESCRIBED AS: THE WEST 206 FEET OF THE EAST 230 FEET OF THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 OF SE1/4) OF SECTION TWENTY SIX (26), TOWNSHIP THIRTY SEVEN (37) NORTH, RANGE TWENTY NINE (29) WEST, FOURTH PRINCIPAL MERIDIAN, BENTON COUNTY, MINNESOTA, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF MINNESOTA TRUNK HIGHWAY NO. 23, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT 33 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION TWENTY-SIX (26); SAID POINT BEING THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE QUARTER LINE A DISTANCE OF 206 FEET; THENCE DEFLECTING TO THE LEFT AT 90 DEGREES FOR A DISTANCE OF 193.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA TRUNK HIGHWAY NO. 23; THENCE NORTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF MINNESOTA TRUNK HIGHWAY NO. 23 FOR A DISTANCE OF 126 FEET; THENCE CONTINUING ALONG SAID TRIANGLE RIGHT OF WAY FOR A DISTANCE OF 138.7 FEET TO INTERSECT THE WEST LINE OF EIGHTH AVENUE IN THE VILLAGE OF FOLEY; THENCE NORTHERLY ALONG THE WEST LINE OF EIGHTH AVENUE FOR A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING, CONTAINING .60 ACRES, MORE OR LESS,

excepting and reserving to the said state, in trust for taxing districts concerned, all minerals and mineral rights, as provided by law.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purpose aforesaid, and upon condition that if such use shall cease or if some other use should be made of the lands and the other use is not approved by the county board said land shall revert to the party of the first part as provided by law.

THE GRANTOR CERTIFIES that the Grantor does not know of any wells on the described real property. The State of Minnesota is issuing this deed for the county and other taxing jurisdictions and in reliance on the Auditor's certification stating no wells are located on the above described property.

IN TESTIMONY WHEREOF, the State of Minnesota, party of the first part, has caused this deed to be executed in its name in the City of St. Paul, Ramsey County, Minnesota, the day and year first above written.

In presence of:

Richard B. Gardner  
Sharon M. Constantine

STATE OF MINNESOTA  
MATTHEW G. SMITH  
Commissioner of Revenue

By: Jessamine F. Silkey

Deed tax hereon of \$ 1.65 paid  
Aud./Treas. Receipt No. 18850

Joan Mayes  
County Aud./Treas. Joan Mayes

Approved by the Attorney General. This instrument was drafted by the Commissioner of Revenue, Minnesota Department of Revenue, St. Paul, MN 55146. Revised 11/97.

Benton Co. Aud. Treas -  
20th Oct 23485

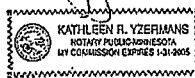
282658  
MICROFILMED  
Page 1 of 2

STATE OF MINNESOTA     )  
County of Ramsey        ) ss.

Tax statements for the real property  
described in this instrument should be  
sent to:  
Name:  
Address:

On this 25th day of January, 2002, before me personally appeared JEROME  
F. SILKEY, the duly appointed representative of the Commissioner of  
Revenue of the State of Minnesota, to me known to be the person who executed  
the foregoing conveyance in behalf of the State of Minnesota and acknowledged  
that he executed the same as the free act and deed of said state pursuant to the  
statutes in such case made and provided.

*Kathleen R. Yzermans*



282658  
MICROFILMED  
Page 2 of 2

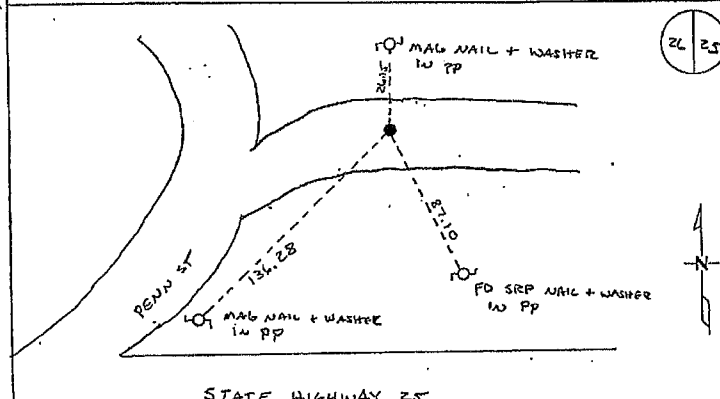
390569

Certified, Filed and or Recorded on  
August 14, 2012 3:31 PMBENTON COUNTY MINNESOTA  
MARILYN J NEWK  
COUNTY RECORDERBy: CK  
B-V-I26-37-09  
Neise

## CERTIFICATE OF LOCATION OF GOVERNMENT CORNER

EAST QUARTER Corner of Section 26, Township 37, Range 29  
4TH Principal Meridian, State of Minnesota, County of Benton

At the corner location shown on the sketch:

☒ On 7-6-2012 found a MAJDOT CAST IRON MONUMENTS☒ left monument as found ☐ lowered monument ☐ removed monument (explain)☐ On \_\_\_\_\_ placed on \_\_\_\_\_

STATE HIGHWAY 25

Statement of evidence for this corner location is on back of this page.

I hereby certify that this document was researched and prepared by me or under my direct supervision and that I am a licensed Land Surveyor under the laws of the State of Minnesota.

Signature: Jerome C. W. Hattala  
Benton County Surveyor  
License No. 19552Date: 13 August 2012PAGE 1 OF 2

Benton County Surveyor's Office  
 Jerome C. Wilstock, County Surveyor  
 Minnesota License No. 19552

Statement of Evidence:

H263

East Quarter Corner of Section 26, Township 37 North, Range 29 West, Gilmanton Township, 4<sup>th</sup> Principal Meridian, Benton County, Minnesota.

This corner is noted on the following recorded plats:

<i>EASTVIEW MEADOWS THREE</i>	11/22/99	Sidney Williamson	CIM
<i>FALCON RIDGE</i>	6/17/1993	Sidney Williamson	
<i>CEITINDALE</i>	6/17/1993	Sidney Williamson	Iron
<i>COUNTY AUDITOR PLAT</i>	12/21/1906	Felix Parent	
<i>HALL'S ADDITION TO THE VILLAGE OF FOLEY</i>	12/23/1909	Felix Parent	Stone
<i>PARK LOTS</i>	1915	J.P. Soderstrom	Iron
<i>HOLDRIDGE ADDITION</i>	1947	H. G. Ellefson	Iron

1855 Original US General Land Office survey set a wood post with bearing trees noted as:  
 12" Elm N 20 W 63 links  
 20" Linden S 88 W 37 links

Undated County Surveyor's Record Book 1, page 511 notes stone monument with ties:  
 Cor FP SW 38.2  
 PP SE 42.8

Unspecific notes state 149.45 feet to the N-edge of pavement of TH23.

1949 C.H. West, LS 932, with MN/DOT, found a fieldstone and set a 8" round X 30" concrete monument and filed a Certificate. MN/DOT TH 23 alignment map shows rock at corner in east-west and south road. Ties:

PP	N	28.8
SW Cor House Foundation	NE	65.1
PP	SE	78.3

County Surveyor's Record Book 1, page 511, notes the same reference ties to a stone.

1963 County Highway notebook No. 1, page 64, J.D. Kotsmith, County Engineer, notes that sewer line in 1962 removed monument and he reset with an I. P.

1972 Kotsmith notes the following reference ties:

18" Elm SE	49.4
TP SW	49.85

1986 Bruce Skipton, LS 17768, set a 1/4" Iron Pipe using plat, RR information and West's tie to the house foundation. He filed a Certificate of Location (#181316). Corner is next to a sewer manhole and the corner monument set by West was probably destroyed by sewer construction.

2004 MN/DOT set PK nail from 1986 ties over manhole casting.  
 County Coordinates Obtained by GPS  
 NAD 83 (1996 Adjustment)  
 N- 140298.918  
 E- 537143.613

2012 Benton County Surveyor's Office found a MnDot cast iron monument at the location of set PK nail from 2004. Found one reference tie set by MnDot but no Certificate of Location was filed for the cast iron monument. The monument measures 2680.12 feet to the NE and 2710.78 feet to the SE corner of Section 26. The cast iron was accepted as the obliterated quarter corner and two new reference ties were set.

26-37-29  
NE/SE

409037

Certified, Filed and/or Recorded on  
April 22, 2015 12:12 PM

BENTON COUNTY MINNESOTA  
MARILYN J. NOVA  
COUNTY RECORDER

By: BS

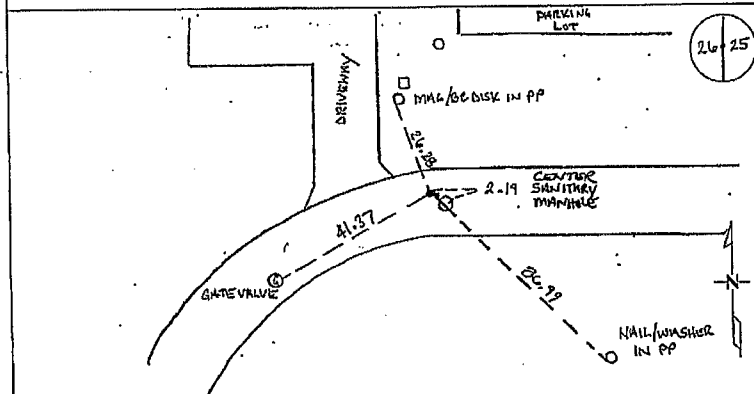
G-V-1

### CERTIFICATE OF LOCATION OF GOVERNMENT CORNER

EAST QUARTER Corner of Section 26, Township 37, Range 29  
4TH Principal Meridian, State of Minnesota, County of Benton

At the corner location shown on the sketch:

- ☒ On 04/16/2015 found a CAST IRON MONUMENT 5' NORTH  
OF EAST/WEST CENTERLINE
- ☒ left monument as found    ☐ lowered monument    ☐ removed monument (explain)
- ☐ On \_\_\_\_\_ placed on \_\_\_\_\_



Statement of evidence for this corner location is on back of this page.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Signature Jerome C. Wittstock  
Jerome C. Wittstock, PS, CFedS, Benton County Surveyor  
License No. 19552

Date: 4/22/2015

PAGE 1 OF 3



R409037

Benton County Surveyor's Office  
Jerome C. Wittstock, County Surveyor  
Minnesota License No. 19552

Statement of Evidence:

H263

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2004 MNDOT set PK nail from 1986 ties over manhole casting.  
County Coordinates Obtained by GPS  
NAD 83 (1996 Adjustment)  
N- 140298.918  
E- 537143.613

2012 Benton County Surveyor's Office found a MndOT cast iron monument at the location of set PK nail from 2004. Found one reference tie set by MndOT but no Certificate of Location was filed for the cast iron monument. The monument measures 2680.12 feet to the NE and 2710.78 feet to the SE corner of Section 26. The cast iron was accepted as the obliterated quarter corner.

2015 The Benton County Surveyor's Office found the cast iron monument and verified the 2004 coordinates.

4/21/2015

PAGE 2 OF 2



**From:** [Michael Harvey](#)  
**To:** [Sarah Brunn](#)  
**Cc:** [Patti Miller \(PMILLER@co.benton.mn.us\)](#); [Tammy Novak \(tnovak@co.benton.mn.us\)](#); [Lisa Anderson \(LAnderson@co.benton.mn.us\)](#); [mkay@co.benton.mn.us](#)  
**Subject:** Market Changes  
**Date:** Monday, March 29, 2021 4:12:49 PM

---

Hello,

Valuation Notices are in the mail as I type. Property values increased quite a bit, again, due to a strong real estate market. Lower valued properties saw larger increases since this market segment rose at a faster pace. First time homebuyer activity, low interest rates, high lumber costs and stimulus propelled the real estate market through the 2<sup>nd</sup> half of 2020 and into 2021. Overall, residential changes were in the 10-15% range for 21' valuation-pay 22' taxes. Commercial and Industrial were lower than this, with some increasing, some flat and some decreasing based on their market fundamentals and sales data. Apartment properties rose 2%. There may be larger participation in the Appeals Process this year given last years' COVID environment and the instability the economy has suffered. We've rolled out an enhanced Assessor's page (below) and new education tools to assist customers on their journey.

<https://www.co.benton.mn.us/152/Assessor>

To your significance,

*Michael Harvey, S.A.M.A.*  
*Land Services Director*  
[mharvey@co.benton.mn.us](mailto:mharvey@co.benton.mn.us)  
320-968-5020

*"The right thing at the right time for the right reasons."*

*This email and any attachments are intended for the exclusive use of the individual or entity to whom it is addressed. The information contained in this email may be proprietary, confidential, privileged, and exempt from disclosure under applicable law. If the reader of this email is not the intended recipient or agent responsible for delivering the message to the intended recipient, the reader is hereby put on notice that any use, dissemination, distribution, or copying of this communication*

ASSESSMENT NOTICE  
IMPORTANT INFORMATION REGARDING PROPERTY ASSESSMENTS

This may affect your 2022 property taxes.

Notice is hereby given that the “open book” meeting for the City of Foley in Benton County, Minnesota shall be Tuesday, April 20<sup>th</sup>, 2021 at 3:00pm at the Benton County Administration Building. This meeting is an alternative to the Local Board of Appeal and Equalization meeting and is held by the Assessor’s Office to discuss property owners’ questions regarding their assessment. Valuation and classification issues are handled by the Assessor’s staff on a one-on-one basis with the property owner to verify the accuracy of the County’s data and correct any errors. Owners who are not satisfied with the valuation or classification after discussing it with the appraiser may appeal to the County Board of Appeal and Equalization and/or appeal to Tax Court.

Sarah A. Brunn  
City Administrator

**City of Foley**  
**Petition for Annexation Application**

Street Location of Property: 5618 Highway 25 NE Foley  
Legal Description of Property: SEE ATTACHED  
Current Zoning of Property: Residential - Single Family  
Proposed Zoning: Residential - Single Family  
Type of Request: CITY SEWER CONNECTION

\*\*\* (Attach narrative describing details of project scope) \*\*\*

Property Owner: Nicole Mike and Nicole Saylor  
Address: 5618 Hwy 25 NE, Foley, MN 56329  
Phone: 701 425 6065  
Email: nicolesaylor@hotmail.com

**Applicant:**

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Annexation Fee Amount: \$400.00**

Has a request been made previously on this property? ☐ Yes ☒ No

**Explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***This application must be completed in full, be typewritten or clearly printed, and must be accompanied by all information, supporting documents and plans as required by applicable City Ordinance provisions. A determination of completeness of the application shall be made within ten business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant.***

*This is to certify that I am making application for the described action by the City and that I am responsible for all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application. I have attached a copy of proof of ownership (either copy of Owner's Duplicate Certificate of Title, Abstract of Title or purchase agreement), or I am the authorized person to make this application and the fee owner has also signed this application.*

- ☐ Supporting Documents Attached
- ☐ Appropriate Fees Paid
- ☐ Review by City Staff
- ☐ Completed Application Accepted

Application Filed: \_\_\_\_\_

Date Fees Paid: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Date Application Accepted: \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Applicant

3/12/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Fee Owner

\_\_\_\_\_  
Date

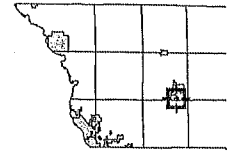
# 5618 Highway 25 Ne Foley

SECT-35 TWP-037 RANGE-029 1.57 AC W 227.7 FT OF N 300 FT OF S 702.7 FT OF SW1/4 SE1/4 SUBJ TO L/E  
TO CAROL MCGEE STILES & CLIFFORD D STILES

Parcel # 02.00534.00



Overview



Legend

-  Parcels
-  Highways
-  County Roads
-  Roads

Parcel ID	020053400	Alternate ID	n/a	Owner Address	NICOLE SAYLER
Sec/Twp/Rng	35-037-029	Class	201 - RESIDENTIAL		5618 HWY 25 NE
Property Address	5618 HWY 25 NE	Acreage	1.57		FOLEY, MN 56329
	FOLEY				

District GILMANTON TOWNSHIP

Brief Tax Description Sect-35 Twp-037 Range-029 1.57 AC W 227.7 FT OF N 300 FT OF S 702.7 FT OF SW1/4 SE1/4  
(Note: Not to be used on legal documents)

Date created: 3/31/2021  
Last Data Uploaded: 3/31/2021 6:56:44 AM

Developed by  **Schneider**  
GEOSPATIAL



**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 04-06-21 –COUNCIL MEETING  
**DATE:** MARCH 31, 2021

---

#### **Consent Agenda**

The personnel committee and Chief McMillin are requesting to add another part-time officer from the eligibility list. The individual is on your consent agenda and would be hired contingent upon background and psychological evaluation.

Mandated updates to the police department policies are also in your packet for approval.

The council had discussed the purchase of PID 020054100 (on Broadway Ave S) a number of months ago and provided an offer. A higher counter offer was requested but not provided. The sellers have come back to accept the initial offer for the parcel and a purchase agreement is in your packet for approval. This property could possibly be used for utility routes to service growth on that side of town.

The vet clinic is again requesting to hold their horse clinic in April. A copy of their request and a signed indemnification agreement is in your packet for approval.

#### **Deb Olson – Parking Regulations**

I have included the information Ms. Olson provided to us a couple meetings ago but she has not provided any additional information regarding what her request will be. The city attorney will be in attendance at the meeting.

#### **Discussion on Joint Planning Board – Appoint 2 councilmembers**

The council will need to appoint 2 members to the Joint Planning Board we have with Gilmanton Township. I do anticipate a few applications will be coming in the future and the board needs to be in place to address them.

#### **Jim Martinson – Telecommuter Forward Certification**

Mr. Martinson has provided information and requests the council to consider working towards a certification. Mr. Martinson would be willing to assist with this initiative as a member of our EDA. He will present more details to the council on Tuesday.

#### **Public Works – CIP**

Public Works Director Mark Pappenfus will overview a couple capital items he would like the council to address. Quotes and additional information are provided in your packet.

#### **Update on Highway 23 Project**

I have provided some correspondence from MnDOT regarding the purchase of property for the highway project. MnDOT did some title work on the property near Penn Street and discovered that the property is not eligible for payment because we obtained it as a tax forfeiture property. I have discussed with our attorney and he agrees with MnDOT's findings that it would not be eligible for compensation.

**Update on market values**

I have provided an email I received from the county assessor regarding valuation notices and the upcoming open book meetings. Foley's open book is scheduled for April 20<sup>th</sup>.

**Petition of Annexation – 5618 Highway 25 NE**

I have included a request for annexation in your packet. This property is not in the orderly annexation area but we have been in discussions with the property owners and the township as there is a desire to hook onto city sewer. Public works has determined the connection to be feasible but the sewer connection can only occur if they annex into the city limits. I have forwarded the information to the township and will address with them at their upcoming meeting. Staff is proposing the same reimbursement terms as laid out in the OAA agreement.

**Discussion on PID 020049300& PID 020050000**

Staff will update the council on recent discussions with the property owner.

**Upcoming Reminders:**

**April 6, 2021** – Council Meeting

**April 12, 2021** – Planning Commission Meeting

**May 4, 2021** – Council Meeting