



**City Council – Meeting Agenda
February 6, 2024 – 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 December 5, 2023.
 - Consider appointment of Candace Kantor for planning commission to replace Noel Lewandowski.
 - Approve Midwest Fire Tanker Contract (with price increase).
 - Approve Fire Department Officers.
 - Adopt Resolution #2024-04 Accepting Donation.
 - Adopt Resolution #2024-05 Approving Transfers.
 - Approve payment of bills.
5. Mayor's Comments & Open Forum
6. Update on Wastewater Regionalization Project
 - Consider & Approve Pay Application #16
7. Foley Area C.A.R.E – Presentation by Sarah K.
8. Consider Ordinance #477 – Prohibiting Cannabis in Public Places.
9. Discussion/Approval on Xcel Energy Gas & Franchise Agreements.
10. Chicken Ordinance – Jason Brule
11. Department Reports:
 - Police Department –Katie McMillin
 - Request permission to proceed with backgrounding of part-time police officers after February 9th interviews – final names/hiring approval to come in March.
 - City Engineer – Jarod Griffith
 - Update on southside housing development.
 - Public Works/Fire – Mark Pappenfus
 - FEMA Grant Application Discussion.
 - Administration – Sarah Brunn
 - Next council meeting- March 12th – due to Presidential Primary Election held on March 5th.
 - Discussion on Tri-County Humane Society Contract



**City Council – Meeting Agenda
February 6, 2024 – 5:30 P.M. – Foley City Hall**

- 12. Old Business
- 13. New Business
- 14. 2nd Open Forum
- 15. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – January 2, 2024

The Foley City Council held their regular meeting on Jan. 2, 2024, at 5:30 p.m. at Foley City Hall.

Members Present: Mayor Jack Brosh, Councilmembers Jeff Gondeck, Deb Mathiowetz, Gary Swanson, and Brandon Voit.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

Motion by Gondeck, seconded by Voit, to approve the consent agenda:

- Approve minutes of December 5, 2023.
- Approve MOU for building code enforcement in OAA.
- Adopt Resolution #2024-01 Approving Election Judges.
- Approve City of Foley Audit Proposal – Schlenner & Wenner.
- Adopt Resolution #2024-02 Authorizing Putnam Investments.
- Adopt Resolution #2024-03 Authorizing Cetera Advisor networks
- Approve payment of bills.

Motion carried, unanimous.

Mayor's Open Forum

Debra Olson, 600 Dewey Street, asked about administrative costs and why the city was paying out garnishments.

Benton Economic Partnership (BEP)

Amanda Othoudt from the BEP presented the MCPP Agreement for council consideration and approval.

Motion by Voit, seconded by Gondeck, to approve the MCPP agreement.

Motion carried, unanimous.

Othoudt gave an overview of the Housing Study Results report included in the council's packet showing a variety of housing stats including home ownership vs. rentals. Benton County is both a job exporter and importer. 38% of the county workers are employed in St. Cloud. Most county residents commute 25 miles or more. There is very low unemployment. There is currently a high demand for housing – 59% of development in the county is single-family homes. Most of the development is in Sauk Rapids. There is currently a very low vacancy for rentals. Average monthly rent is \$858. Low rents may not attract developers. Subsidized rentals are at 0% vacancy. There is 0% vacancy in Foley. Houses are older stock with most being built in the 1980s. Improving older housing stock is vital to keep affordability in the county. Single-family rentals dominate the market. Senior housing inventory includes independent/assisted living and memory care. Home prices are up 11% annually since 2020. There is a limited sale inventory and they sell quickly. Average cost per square foot is \$144. High demand for all types of housing through 2035. The study also recommended multiple different strategies to help alleviate the cost.

Discussion and questions followed.

Wastewater Regionalization Project

Jared Voge from Bolton & Menk gave a project update and presented Payment Estimate #15 for \$76,110.85 and recommended for payment. The estimate includes work completed through Dec. 22. This represents completion of 86% of the project. Some control panels have arrived. The crews are focusing on electrical work. The odor control building is still being completed. Discussion and questions followed.

Motion by Swanson, seconded by Gondeck, to approve Pay Estimate #15.

Motion carried unanimous.

2024 Annual Appointments

Sarah Brunn, City Administrator, stated there was one change on the annual appointments regarding the Library Board terms. The city attorney confirmed the current board member whose term is up can't be reappointed, but she can serve until a replacement board member is found. Staff will continue to look for people to fill any open positions.

Motion by Voit, seconded by Mathiowetz, to approve the 2024 Annual Appointments list.

Motion carried unanimous.

Department Reports

Police Departments

Chief Katie McMillin gave an overview to the council. The stat report shows the department responded to 4,515 calls in 2023. December 2023 had a total of 352 calls. Traffic enforcement in December was down. Medical calls were up. McMillin also showed the yearly stats for 2022 so the council could see the increase over last year. Discussion and questions followed.

Voit stated that it was a significant increase.

Brunn added that the yearly stats show a 43% increase over the last 6 years. (Note: this figure was later corrected – the increase shows a 75% increase over the last 6 years). The last full-time staff add for the police department was the SRO in 2018. Brunn stated that the city will need to look at additional staffing options in the future. Staff doesn't expect these call volumes to slow down when we compare our numbers to other agencies.

McMillin shared that she extended the application deadline for the part-time officer position to Jan. 15. She stated she had one application on her desk. Dec. 14 was Cocoa with a Cop – 17 kids participated. McMillin gave a huge thank you to Community Education for helping to run the event. Feb. 15 is Fun with Police. Annual use of force training with the sheriff's department is scheduled for February. On Jan. 9, McMillin will be attending a records management meeting with the county to review other systems. The current system will soon be obsolete. Questions and discussion followed.

City Engineer

Jarod Griffith, City Engineer, gave an overview to the council on capital water improvement projects

and the grant funding the city as awarded. The next steps are to fine tune our project estimate for the next submittals. He directed the council to the proposal for a water treatment plant feasibility study.

Jeff Ledin from SEH addressed the council regarding the water quality. There is currently a manganese health advisory from the state. He recommended a new feasibility study with a fresh cost estimate for a water filtration plant. It would greatly improve the water quality and allow the ability to react quickly to anything else that comes along. He also recommended including another well by well #5 along with the filtration plant. The filtration plant would also help reduce the amount of brown water the city sometimes experiences. Questions and discussion followed.

Griffith stated that if the council is willing to move forward with the feasibility study tonight that would update the construction and project costs. Brunn added that the money for the feasibility study would come from the enterprise funds. Griffith added the city has been assigned grant dollars from the state. The city should continue progress on planning for improvements in order to keep access to the potential grant funding.

Motion by Gondeck, seconded by Swanson, to update the feasibility study.

Motion carried unanimous.

Public Works and Fire Department

Mark Pappenfus, Director of Public Works, stated there was not much new with Public Works. No snow plowing. The crew is trimming trees and working on building maintenance. The weather has not been cold enough to set up the ice rinks yet.

Pappenfus shared the compost site was open and will remain open through early next week for Christmas tree drop off. The new Christmas decorations on Hwy 23 look nice – it would be good to get some more. The Fire Department's Santa Parade was successful.

Chief Pappenfus presented information for the tanker #3 replacement is in your packet. Questions and discussion followed.

Voit asked if the Fire Department could sell the old tanker. Pappenfus said he would look into it.

Pappenfus said we should be caught up on trucks. We should look at the fire hall roof and the parking lot someday. There are other expenses coming up. He directed the council to their packet for the breakdown on how the new truck would be paid.

Brunn explained what funds were available. It would require cash from fire fund. She also stated she wasn't able to recommend borrowing cash from another fund in the city like the last truck purchased because those funds are needed for other projects. Brunn also indicated that a final contract has not yet been provided.

Brush stated he was comfortable waiting another month to vote on it.

Discussion continued. Gondeck asked what the longevity was on the new truck. Mark responded 25-30 years.

Motion by Swanson to approve the entire purchase of the truck with the \$10,000 down payment.

Pappenfus stated the city just needed the \$10,000 to start the process.

Brunn explained staff had just received a template contract shortly before the meeting and it requires \$10,000 within 10 business days.

Mathiowetz seconded.

Gondeck asked if the motion was to approve the contract.

Brunn explained that staff has not received a final contract. The council can authorize approval and moving forward but she'll have to bring back the final contract for approval.

Voit expressed he'd like to know what the old tanker could sell for.

Motion carried, unanimous.

Pappenfus added the new Tahoe for the fire department is in service and will be lettered and striped next week. The old one hasn't been sold yet.

Administration

Brunn had to forgo her verbal report as she had to leave to go to the township meeting.

Old Business

No old business.

New Business

No new business.

Second Open Forum

Debra Olson, 600 Dewey Street, addressed the council and referenced the email she had sent earlier requesting a list of receipts/money receivables in addition to the bills list. She mentioned that Brunn had shared with her that the city follows the guidelines from the League of Minnesota Cities. Olson stressed these are guidelines. Olson also requested more information about the city's meeting with the town estate farms. She said that the land in question was zoned agriculture and if it's turned into housing it would be going against the Planning Commission. Olson also asked when the council looks at housing development that they delineate between different types of housing and referenced the Waite Park townhomes. Olson added she had a question about how notifications are sent out when there are abnormal findings in the water as she felt it was not done in a timely fashion.

Brosh stated that prior to the meeting the council met with the City Administrator for a performance review and her performance was deemed satisfactory.

Voit thanked the Fire Department for helping during a power outage.

Mathiowetz also shared a compliment from a resident who walked his dog by the creek on Norman Avenue.

Swanson appreciated the Santa Parade.

Gondeck also spoke on behalf of the estate of Robin Gondeck for the condolences received in support of his family on his brother's passing.

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

Motion carried, unanimous.

Meeting adjourned at 7:31 p.m.

Sarah A. Brunn, Administrator
(Minutes By: Sara Judson Brown, Administrative Assistant)

From: [AMAX Manufacturing Inc](#)
To: [Sarah Brunn](#)
Subject: Planning Commission
Date: Thursday, January 11, 2024 7:38:07 PM

Hi Sarah,

Noel Lewandowski mentioned that he was wanting to step down from the Foley Planning Commission and that he was looking for a replacement for his seat. I would be interested in the role if I am eligible. We don't own property in the city, but my husband and I are leasing space from Noel to continue operating Amax in Foley.

I am a civil engineer and spent several years doing stormwater management design for municipalities and watershed districts, mostly in the metro area and did some work for the City of St. Cloud. I was the chair of the Sunrise Watershed Management Organization for a year and a member for year, so I've also done some work on the public board side.

If there is other information you need please let me know. I can also attend a City Council meeting if needed or stop by the city offices.

I understand if owning property within the city is a requirement of participation on the board. If that's the case I'll keep it in mind for the future.

Thank you!

Regards,

Candice Kantor
AMAX Manufacturing Inc.
320-968-7080
PO Box 252, Foley, MN 56329
136 Broadway Ave N, Foley, MN 56329



901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

January 4th, 2024

RE: CARB Regulations - Foley Fire Department – Midwest Fire All-Poly® Series 3000 Gallon Tanker

Dear Midwest Fire Customer,

The purpose of this document is to make you aware that the CARB compliant emission warranty covers certain engine, aftertreatment and chassis components that are critical to the emission system of the vehicle. A CARB compliant emission warranty code is required for CARB Compliance. Vehicles designated as non-CARB cannot be converted to CARB after the truck is manufactured.

Our original equipment manufacturer (OEM) chassis dealers have informed us that emergency vehicles are exempt and do not require CARB. Although emergency vehicles are believed to be exempt, certain states, counties or municipalities may still require your fire truck to be CARB compliant. Midwest Fire cannot and does not offer legal advice regarding CARB regulation requirements for your state, county, or municipality.

It is the responsibility of the fire department to inform Midwest Fire if your truck needs to be CARB compliant.

By signing this document, you are agreeing to a non-CARB compliant chassis.

As always, thank you for choosing Midwest Fire Equipment & Repair Company.

Respectfully,

Newt Johnson
Account Representative
Midwest Fire

Acknowledged by:

DocuSigned by:

Sarah Brunn

3408B89B82BC489...

Sarah Brunn, City Administrator

City of Foley (Foley Fire Department); Foley, MN





901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

LETTER OF UNDERSTANDING

This Letter of Understanding will memorialize the agreement between Midwest Fire Equipment & Repair Company (Midwest Fire) and the City of Foley. This document pertains to a fire apparatus to be manufactured by Midwest Fire, One (1) Midwest Fire All-Poly Series 3,000 Gallon Tanker.

Timing/Delivery of Truck Chassis:

- The City of Foley apparatus project will be added to the next available slot in the Midwest Fire production schedule (currently estimated to be in November of 2025).
- To maintain the typical production timeline, Midwest Fire requires that the truck chassis be onsite, at its Luverne, MN facility, not later than (8/01/25). If the truck chassis is not delivered by this date, the City of Foley understands & acknowledges that Midwest Fire may reprice the cost of the apparatus.

Midwest Fire will do everything possible to maintain the production schedule & pricing extended on this fire apparatus project. However, given the open-ended availability of truck chassis, Midwest Fire is unable to extend apparatus pricing beyond the dates detailed above.

ACKNOWLEDGED AND AGREED TO BY:

Midwest Fire Equipment and Repair Company


DocuSigned by:

63100268375049C...

Sarah J. Atchison, Owner/President & CEO

Date: 1/5/2024

City of Foley

DocuSigned by:

3408B89B82BC489...

Sarah Brunn, City Administrator

Date: 1/10/2024



901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

Fire Department: City of Foley Fire Department
City/ State: Foley, MN

Re: Paint Color, L0762EY MED RED ELITE EY

Upon receipt of your paint approval your apparatus will then be added to the production schedule. Until then your truck is on hold and will not be added to the production schedule.

Approved Chassis Paint Color Code:

Two Tone: ☐ Yes ☒ No

1) Chassis Color & Code: L0762EY MED RED ELITE EY

Apparatus Body Color and Layout:

Two Tone: ☐ Yes ☒ No

1) Chassis Color & Code: L0762EY MED RED ELITE EY

Notice:

Midwest Fire Trucks are sprayed using high-quality PPG finishes designed to produce superior durability, long lasting gloss, and protection in even the harshest environments. While we strive to offer excellent color match, keep in mind that color match can shift due to several variables. Color swatches that we receive may be produced using ink or dye. Our matches will be re-created using hand sprayed urethane liquid. Also, color swatches sprayed with different paint brands or swatches that have faded over time can vary greatly. Our goal is customer satisfaction, and we work hard to produce the best possible match regardless of these variables using industry standard "Blendable Match" Delta E Ratings. When comparing colors, always make sure you are doing this under daylight conditions as fluorescent and other artificial light sources can cause colors to appear to not match in these lighting conditions.

Mark Pappenfus

Printed Name

DocuSigned by:

Mark Pappenfus

EC990C11BACC45F...

Approval Signature

Fire Chief

Title

1/11/2024

Date



901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

January 4th, 2024

City of Foley
251 4th Ave. N
Foley, MN 56329

Midwest Fire Sourcewell Contract:
City of Foley Sourcewell Membership:

113021-RCK
149583

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: City of Foley ("Customer") and an officer of Midwest Fire Equipment & Repair Co. ("Midwest Fire") the following apparatus and equipment:

One (1) Midwest Fire All-Poly Series 3,000 Gallon Tanker and One (1) New Freightliner 114SD Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 260 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control.

Apparatus	
Apparatus Proposal Price	\$ 280,239
Chassis Proposal Price	\$ 133,369
Sourcewell Pricing	\$ (14,012)
Apparatus & Chassis Proposal Price	\$ 399,596
Total Proposal Price:	\$ 399,596.00

NOTE: CHASSIS PRICING IS ESTIMATED FOR THE CURRENT MODEL YEAR. DUE TO VENDORS INCREASE IN PRICING, GOVERNMENT MANDATES (EPA, ETC.), OR MODEL YEAR ACTUAL PRICING DIFFERS, PRICING WILL BE RE-PRICED UPON MIDWEST FIRE RECEIPT OF CHASSIS INVOICE FROM OEM.

Midwest Fire has accounted for an additional \$7,500 in surcharges and price increases from Chassis OEM in the Chassis Proposal Price. Any amount less than the Chassis Proposal Price on the final chassis invoice will be credited back to the City of Foley on the final payment. Any amount exceeding the Chassis Proposal Price on the final chassis invoice will be the responsibility of the City of Foley.

Customer is responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Terms:

A deposit in the amount of \$10,000 shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

The balance of the value of the chassis less the deposit shall be paid within 10 business days of Midwest Fire receiving formal notification that chassis is complete from the OEM.

Customer is responsible to pay the remaining balance in full upon acceptance of apparatus.

Midwest Fire will honor the price & terms quoted in this purchase contract for a period of 30 days from the date noted above. Beyond the contract deadline date, all pricing and terms are subject to change.

Pre-Construction Meeting:

Within twenty-one calendar days after contract signing, Customer is responsible to join Midwest Fire for an in person, conference call or video based, Pre-Construction Meeting to review project specifications in depth. Midwest Fire will support the Pre-Construction meeting with the Lead Salesperson for the project, Project Manager, and Subject Matter Experts as required. Any changes made to the project during the Pre-Construction meeting will be calculated at standard pricing. No change order fee is charged.

Change Orders:

Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the Pre-Construction meeting is held, any future change will be subject to a minimum change order fee of \$500 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Force Majeure:

Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of the contract (except for any obligation to make payments to the other party hereunder), when and to the extent such party's failure or delay is caused by or results from the following events: (1) acts of God; (2) flood, fire, earthquake, tornado, or explosion; (3) war, invasion, hostilities, terrorist threats, or acts, riot, or other civil unrest; (4) government order, law, or action; (5) embargoes or blockades in effect on or after the date of this contract; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns, supply chain shortages or disruptions, unforeseen price changes and cancellations by OEMs, or other industrial or manufacturing disturbances; or (8) power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

The party impacted by any of the above force majeure conditions shall give notice to the other party within five calendar days of learning of such condition(s), stating the period of time the occurrence is

expected to continue. The party impacted by any of the above force majeure conditions shall resume the performance of its obligations as soon as reasonably practicable after the removal of the condition.

Taxes Responsibility of Customer:

Any and all sales, use, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any governmental authority on any amounts payable by Customer under this contract shall be the sole responsibility of Customer.

No Liability for Consequential or Indirect Damages:

Neither Midwest Fire nor its representatives is liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of this contract, regardless of whether such damages were foreseeable or whether or not Midwest Fire was advised of the possibility of such damages.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries. No amendment or modification of this contract is effective unless in writing and signed by each party.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Entire Agreement: This contract, and any change orders, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Severability: If any term of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

Respectfully submitted,

DocuSigned by:

Sarah Atchison

63100268375049C...

Sarah J. Atchison

President & CEO

Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

City of Foley

Customer/Business Name (please print)

251 4th Ave. N

Business Address

Sarah Brunn

Printed Name

DocuSigned by:

Sarah Brunn

3408B89829C489...

Signature

1/10/2024

Date

City Administrator

Title

Sourcewell 

Awarded Contract

Contract # 113021-RCK

NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

- 1) at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.**
- 2) you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.**

I hereby acknowledge that I have received & fully understand the above information.

DocuSigned by:

3408B89B82BC489...
Purchaser

1/10/2024

Date



MIDWEST FIRE®

3000 Gallon All-Poly® Series Tanker Specifications

Prepared for: Foley Fire Department

Foley, MN

Midwest Fire Rep: Newt Johnson

January 4th, 2024

QMS-WIN-022 Rev Q

Notes:

Date	Change Order #	Op Number	Description	Rev

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***All Whelen M-Series warning lights and Freedom Series lightbar will have DVI and low power capability. 18

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SECTION 1: BOOSTER TANK

1.00 "T" Tank with a Lifetime Warranty from Its Manufacturer

The All-Poly Series features a polypropylene "T" style tank. The top of this tank may be used as a hose bed, with optional dividers (see section 14). Hose beds stretch the full width and full length of the tank.

"T"-style tank fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material. All exterior tank joints and seams are extrusion welded. All welds conform to DVS and AWS standards. All joints, seams, and welds tested for integrity and leaks and are certified to be free from defects. The top of the tank is white with a textured finish and is fitted with removable lifting eyes designed with a 3-to-1 safety factor to facilitate easy removal.

The upper rear of the tank has a transverse internal bulkhead isolated from the water carrying portion of the tank. This area may be used for wiring connections and for installing lights and grab handles. The use of external blocks for mounting equipment will be kept to a minimum providing a pleasant appearance. Wire tubes will be installed inside the tank, originating in the transverse bulkhead, and terminating at the bottom of the tank. Wires for lights and equipment will not be visible from the outside of the tank.

The material thickness will be dependent upon its function. The sides, top and ends will be 3/4" (.75) thick. The baffles and fill tower will be 3/8 to 1/2" (.50) thick.

The transverse swash partitions extend approximately 4" off the floor to just under the cover. The longitude swash partitions extend from the floor to the tank through the cover to allow for positive welding and maximum integrity. All partitions are equipped with vent and air holes to permit movement of air and water between compartments. The partitions are designed to provide maximum water flow. All swash partitions interlock with one another and are welded to each other as well to the walls of the tank. This baffling system will be fully compliant with NFPA and the DOT regulations.

There will be a sump located on the bottom of the tank with a 3/4" drain valve at the lowest point. A 3" minimum removable clean out plug is installed at the bottom rear and bottom front of the tank.

Tank fill couplings backed with flow deflectors to disperse the stream of water entering the tank, and capable of withstanding sustained fill rates of up to 1,000 G.P.M. at 100 PSI maximum.

All auxiliary outlets and inlets must meet NFPA 1900 guidelines in effect at the time of manufacture.

1.01 Tank Size

1.01.05 All-Poly Series 3000 gallon

1.02 Rear Fill Tower

Tank has an overhead fill tower with lid, located at the rear of tank. Fill tower is constructed of 1/2" polypropylene with minimum dimensions of 16" square. The tower has a 1/4" removable Poly screen and a polypropylene hinged-type cover with a vent overflow. An internal overflow system is to be inside in the tank and discharge behind the rear wheels. This allows air to enter the tank when dumping water.

1.02.00 Center

THE TANK WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER**SECTION 2: DIRECT FILLS AND TANK LEVEL****2.00 Street Side Direct Fill**

A fill directly into the tank at the rear of the apparatus is equipped with a valve, a 30-degree elbow, bleeder valve, plug or cap holder with a tether chain.

2.00.07 Street Side 4" w/5" Storz

2.01 Curb Side Direct Fill

A fill directly into the tank at the rear of the apparatus is equipped with a valve, a 30-degree elbow, bleeder valve, plug or cap holder with a tether chain.

2.01.01 Curb Side 2 ½" NST

2.02 Tank Level Gauge

- Pressure transducer mounted on the outside of the tank in an easily accessible area. Sealed foam tanks (if so equipped) will require zero pressure vacuum vents.
- Super bright LED display viewable from 180 degrees with a visual indication at multiple accurate levels.
- Weather resistant connectors to connect to the digital display, the pressure transducer, and the apparatus power. Additional displays are easily integrated and will receive data from the same source as the Master Display; no additional transducers required.
- Tank level gauge indicates the liquid level on easy-to-read LED display.

2.02.00.01 Tank Level Gauges automatic off at 10mph.

The water and/or foam tank level gauges will automatically turn off when the apparatus' speed exceeds 10 mph and automatically turn on below 10 mph.

2.02.08 One (1) Innovative Controls Soft Glo Series Water Tank Level Gauge

2.02.08.02 Installed outside the pump compartment.

2.02.08.06 Mini-Monster Installed at the street side on the rear of the tank.

2.03 Spanner Wrenches

One (1) adjustable hydrant wrench and two (2) spanner wrenches with holder.

2.03.02 Installed on the curb side rear panel.

2.04 Storz Wrenches

Storz wrenches. Four (4) Storz spanner wrenches with holder

2.04.01 Installed on the street side rear panel.

SECTION 3: DUMP VALVES AND CHUTES

Newton 10" square stainless-steel Kwick-Dump Gate style (full flow) dump valves with stainless-steel flip chutes and telescopic chutes. For improved water flow, the dump valve is attached directly to the tank and not by use of a rear manifold system.

3.02 Electric Dump Valves

Newton 10" square stainless-steel dump valve with electric actuated valve and 18" telescoping chute.

3.02.01 Rear dump valve with 18" telescoping chute.

3.02.02 Street side dump valve with 18" telescoping chute.

3.03 Dump valve switches

Dump valve switches for each dump valve and telescoping chute will be on the rear body panel. There will also be switches in the cab with a light indicating when the valve is open and telescoping chute is extended.

3.03.02 Switches for two (2) dump valves and chutes.

***Production Note: In-cab on/off power switch will only control the power for in-cab switches**

SECTION 4: PORTABLE TANK CARRIER

4.02 ZICO Electric Tip-down Portable Tank Carrier

One (1) Zico Model 3098 electric portable tank carrier for loading/unloading of a folding water tank located above the catwalk and designed to fold down over the body side. The carrier is equipped with amber flashing lights located on the front and rear which will illuminate when not in the stowed position. A red "Carrier down" flashing LED warning light visible to the driver will illuminate when the portable tank carrier is not in the stowed position.

4.02.08 3000 gallons, curb side

4.05 Electric Carrier Enclosure Option

4.05.02 Electric Tip-Down portable tank carrier enclosed in smooth aluminum painted to match the color of the apparatus.

4.06 Portable Tank

The portable tank frame will be constructed with the requested material below. The tank liner is constructed of nylon -coated material, 23 oz. side walls and a 30 oz. floor with handles installed in the floor for ease of folding. All portable tanks will have two outlets.

4.06.08 3000 Gallons, Aluminum Frame, RED, 159"x 29"

SECTION 5: BODY AND COMPONENTS

Body

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- The body will be enclosed on all sides and incorporate closed wheel wells and finished storage compartments.
- Stainless-steel corner guards to protect from damage on road and fire scene.
- Front lower vertical surface of body protected with aluminum Tread-brite.

Tank

- The tank is affixed to the cradle utilizing hat channel mounting brackets constructed of ¼" thick stainless-steel. The channels are mounted beneath the center of the tank before and after the cross members of the cradle. The channel is surrounding these members and is bolted directly to the bottom of the tank thereby securing the tank to the cradle.
- This mounting system provides a free-floating connection of the tank to the cradle which allows the chassis frame's normal movement and twist to introduce no stress upon the tank or body.

Fenders

- Fenders will be integral with the side of the body.
- Fender wells are constructed with full circular copolymer polypropylene thermoplastic inner liners for ease of cleaning and maintenance.

Materials

- The entire body is fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material.
- All exterior body joints and seams are extrusion welded.
- All welds will conform to DVS and AWS standards.
- All joints, seams, and welds will be tested for integrity and are certified to be free from defects.
- All joints and are 100 percent welded inside and out; no skip welding is permitted.

THE BODY WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER

5.00 Fenderettes

Fenderettes are installed on the wheel wells to prevent splash and enhance appearance. The fenderettes extend approximately 1" beyond the body side and are designed to be replaced. All fasteners will not be exposed to the exterior of the fenderettes or body.

5.00.01 Chrome Fenderettes

5.01 Rub Rail - Aluminum

The bottom edge of the entire apparatus will have an aluminum rub-rail installed including the pump house, and rear step. The rub-rail is replaceable, made from solid extruded aluminum and features a reflective stripe at the rail center.

5.01.03 Black

5.02 Tow Eye

Attached to the rear of the chassis frame is a black powder coated steel support system that provides extra strength to the rear body with integrated tow eyes.

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5.03 Cradle

An all-aluminum cradle is engineered and constructed to connect the chassis frame with the copolymer tank and body. The cradle is constructed using extruded aluminum tubing .25" thick and extruded aluminum flats .375" thick. Cradle cross members are spaced to restrict unsupported portions of the tank between cross members to a maximum of 550" squared. There are cushioned rubber extrusions placed over all tank support areas to isolate the tank from the aluminum cradle.

SECTION 6: BODY COMPARTMENTS

6.00 Street Side Compartments

- A sweep-out style compartment provided on the street side, integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- Compartments at wheel height or below (located ahead or behind rear wheels) are 25" deep.
- Full height compartments have stepped depth: 12" above the wheel wells and 25" at wheel height or below.
- Compartments located above the wheel wells are 12" deep.

6.00.01 Street Side Front Low Compartment

Compartment is located on the street side, ahead of the rear wheels. Approximate inside dimensions are 60" wide by 32" tall by 25" deep.

6.00.08 Street Side Compartment Below Dump Valve

Compartment is located behind the rear wheels below the dump valve. It is equipped with a single panel slam door, D-ring latch handle, gas shock door holder with piano hinge, door activated LED lighting, and reflective stripe.

6.00.08.03 Poly slam door painted to match.

6.01 Curb Side Compartments

- A sweep-out style compartment provided on the curb side, integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- Compartments at wheel height or below (located ahead or behind rear wheels) are 25" deep.
- Full height compartments have stepped depth: 12" above the wheel wells and 25" at wheel height or below.
- Compartments located above the wheel wells are 12" deep.

6.01.01 Curb Side Front Low Compartment

Compartment is located on the curb side, ahead of the rear wheels. Approximate inside dimensions are 60" wide by 32" tall by 25" deep.

6.02 Compartment Options

6.02.07 Vertical slide-out rack

Slide-out equipment rack(s) are equipped with roller bearing, linear sliding mechanisms which are lockable in both the "In" and "Out" positions. Rack(s) are constructed of 3/16" thick aluminum panels and in such a manner as to provide the end-user with the ability to easily install and/or reconfigure various brackets, holders, and the like. Reflective tape installed on edge surfaces that extended past the body of the apparatus.

6.02.07.06 Front, Curb Side, Lower Only

SECTION 7: CATWALKS AND REAR STEP

7.01 Catwalks

Catwalks are located above the street and curb side compartments, made of embossed aluminum tread plate, and bent at a 30-degree angle to provide a drip rail.

7.02 Rear Step

The rear step is NFPA compliant non-slip and made of embossed aluminum tread plate with a 7" tall kick plate. Rounded polished aluminum castings installed on the corners of the step.

7.02.01 12" Deep Rear Step

SECTION 8: GRAB RAILS AND FOOTSTEPS

8.00 Grabs Rails

The grab rails are made of 1 ¼ " diameter extruded aluminum tubing with knurled finish and stanchion brackets.

8.00.01 Rear Grab Rails

Vertical grab rail(s) provided at the rear.

8.00.01.01 Two (2) Grab Rails, One (1) on each side.

8.00.10 Fill Tower Grab Rail

One (1) horizontal grab rail located behind the fill tower.

8.00.10.01 Fill Tower Grab Rail

8.01 Access Steps

As per NFPA 1901 standards, all steps are a minimum of 35" square.

8.01.04 Lower-Level Rear Steps

Large illuminated steps provided at the rear for access to the catwalk area. The steps are a minimum of 35" square with polished kick-plates.

SECTION 9: ELECTRICAL EQUIPMENT

9.00 Multiplex Electrical System

9.00.02 Class 1 ES-Key Multiplex System

- The apparatus is equipped with a battery disconnect "Master Switch" mounted inside the chassis cab.
- Control Display
The apparatus is equipped with a full color LCD display, with push buttons and touch screen capability with J1939 CAN Bus connections and video inputs. It is bonded for direct sunlight viewing, sealed against harsh weather conditions, and mounted flush in the center console.
- Push Button Switch Modules
The apparatus is equipped with the appropriate quantity of push button switch modules for enhanced device activation. Individual switches are backlit with symbol labels. Switch panels are sealed against harsh weather conditions and have LED indicators. Each switch position's back light may be individually controlled allowing for the specific switch position to be used as an indicator.
- The multiplex system includes the functions of the Vehicle Data Recorder and Seat Belt Monitor.
- The multiplex system utilizes a Controller Area Network (J1939) protocol to provide multiplexed control signals for "real time" operation. The system consists of a main control module and the appropriate combination of additional module(s), Switch Input Module(s), and other I/O modules as required for each apparatus' application.

9.01 DOT Lighting Details

- A total of nine (9) LED clearance lights and seven (7) red LED lights installed at the rear.
- Two (2) amber LED lights are installed on the front street and curb sides.
- Reflectors are installed per DOT specifications.
- A red warning light visible to the driver in the chassis cab that illuminates when a compartment door is ajar/open.
- An illuminated license plate bracket installed at rear.

9.02 Lower-Level Rear Lighting

9.02.01 Quad cluster Taillight Package

Two (2) LED Quad-Cluster combination include: red LED stop/tail, clear LED backup light, amber LED arrow type turn signal, and LED warning light, installed at the rear. Light assemblies provided in a four-light housing.

9.02.01.02 Whelen M6 Series Quad-Cluster, Chrome Bezel

9.02.03 Side Mount Turn Signals

LED side-mounted DOT approved turn signal repeaters, mounted in the rear wheel area on the body to provide visible lateral turn warning.

9.03 Antenna

9.03.02 Customer Supplied Antenna

Customer's antenna installed on the chassis roof behind the lightbar. Cable will be labeled and tied up inside the center console if a radio is not mounted. If a radio is mounted the antenna will be crimped and attached to the radio.

9.03.03 Customer Supplied Radio

Customer's radio and one speaker mounted only if applicable. The speaker will be mounted in an area that will not hinder audio. Power and programming will be the responsibility of the customer. The wires will be labeled and tied up in the center console. Mounting bracket(s) are to be supplied by customer.

9.03.03.01 Radio surface mounted in the center console behind the siren controls.

9.04 Camera System

9.04.01 Rear view camera

One (1) rear view camera system installed. Camera system includes a colored wide-angle rear mounted camera and 7" monitor mounted in the center of the vehicle's dashboard unless specified otherwise. Automatically activated when truck is put in reverse.

9.04.01.02 Rear View Camera



9.06 Power Distribution Options

9.06.06 12V Power Strip

A 12V Battery Power, 6 position overload/short protected terminal strip will be installed in the upper front sill of the compartment unless specified otherwise.

9.06.06.09 Inside Center Console, Wired to Chassis Battery

9.06.06.10 Inside Center Console, Wired to Master Switch

SECTION 10: EMERGENCY SIREN AND LIGHTING EQUIPMENT

10.00 Apparatus Control Center

All emergency lighting, options, and accessories are controlled at a master control center in the cab.

The apparatus control center:

- Controls all warning lights and scene lights.
- Includes an "Open Door" and other optional indicator lights.
- UV700 Multiplex display – If equipped.
- Controls other optional functions if equipped. (I.E. Electric Dump Valves, Pump Shift)
- Mounted Electronics, Sirens, and Radios – If equipped.
- Features lighted identification plates on a non-glare panel face that clearly identify each switch and its function.
- Removable lid on console for maintenance and adding additional items.
- Control Centers will require that there be no seat in between the driver and passenger seats.

All warning packages are fully NFPA compliant and certified by the lighting component manufacturer to meet all requirements.

10.00.01 Center Console for Freightliner Chassis

10.00.10 Center Console Options

10.00.10.02 Map Light

A 12-volt, flexible LED map light installed on the center console.

***Production Note: install on curb side of center console**

10.00.10.06 USB Port

A dual USB port will be installed on the center console.

10.01 Light Bar:

The light bar is mounted on the cab roof.

10.01.03 Whelen model K4W Freedom Series light bar, Custom

Whelen model Freedom IV WCX, Super-LED, 60" long. Covers front and front side zones. The light bar has four (4) DYAD two level LED modules mounted in the corners, with eight (8) DYAD two level LED modules mounted in the front of the lightbar. Custom Layout Below. The flashing white lights will be disengaged when parking brake is applied.

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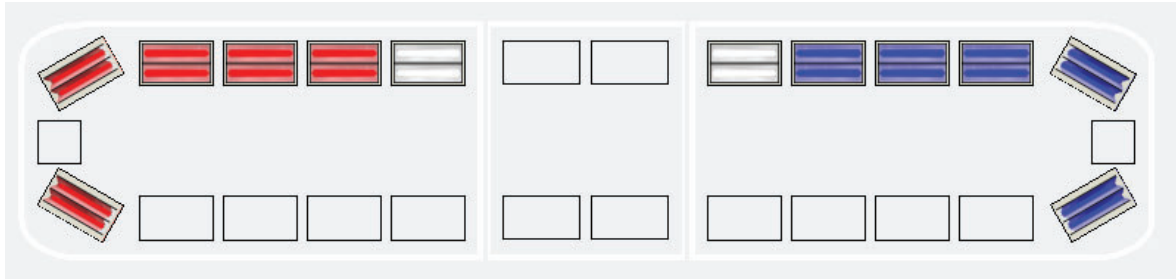
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10.01.03.5673 Whelen K4W0 Freedom Series, Street Side Red, Curb Side Blue, Centers White



***Production Note: On/Off switch for white forward-facing lights in multiplex system**

10.01.04 Whelen Opticom Emitter

Whelen Opticom Emitter installed in the Freedom Series Lightbar, in the center module location. Control head to be mounted in the electrical box, with activation via a switch on the center console.

***All Whelen M-Series warning lights and Freedom Series lightbar will have DVI and low power capability.

10.02 Siren:

10.02.01 Whelen Siren

Whelen Siren 200-watt, six (6) function Class A electronic siren, mounted in the chassis cab in a location convenient to the driver. The electronic siren includes full function, 17 Scan-Lock siren tones, and hard-wired microphone. The siren control is lighted for easy night operation. Cast aluminum speaker available with three (3) siren mounting locations.

10.02.01.03 Whelen 295LSA1 siren w/speaker flush mounted curb side

10.02.03 Federal Q-Siren (Q2B)

Federal Q-Siren (Q2B) is an electro-mechanical siren producing a powerful 123 decibels at 10 feet. The Q2B siren will be powered when the master switch is turned on. The siren brake and activation switch will be controlled by a momentary rocker switch mounted to the curb side of the center console.

10.02.03.5621 Federal Signal Q2B mounted through front bumper street side. Additional Q2B Rocker Switch (brake and activation), Mounted to Curb Side of Center Console

10.04 Lower-Level Lights

10.04.04 Front/Rear Whelen M6 Series LED

Whelen M6 series LED lights. Front lights will be mounted on the grill of the chassis. Rear lights will be in taillight cluster. Lights will have clear lenses.

10.04.04.02 Front/Rear Flashers, Red, Chrome Bezel, Two (2) mounted on grill of chassis, Two (2) mounted on rear of body, Four (4) Total

***All Whelen M-Series warning lights and Freedom Series lightbar will have DVI and low power capability.

10.05 Intersection Lights

All lights mounted 18" above the ground, and no higher than 60". One (1) positioned as far forward as possible, and one (1) positioned as close to the rear of the truck. *With three (3) lights one (1) positioned behind the cab, but in front of the rear wheels. Lights will have clear lenses. *If there is a front bumper extension the lights will be mounted on the extension not the side of the hood.

10.05.04 Intersection, Red, Chrome Bezel, M6 Series LED, Three (3) each side.

***All Whelen M-Series warning lights and Freedom Series lightbar will have DVI and low power capability.

10.06 Upper-Level Side/Rear Warning Lights

10.06.12 Side/Rear Whelen M Series Upper LED Flashers

Whelen M Series LED Flashers. The flashers will be the outer/upper most lights (outside or above of the scene lights). Lights will have clear lenses.

10.06.12.02.5101 Side/Rear Flashers, Red & Blue, Chrome Bezel, M9 Series LED, Two (2) each side of the tank in the front and rear upper corners, with two (2) on the rear of apparatus in the upper corners. (Six (6) Total).

Warning Light Color Layout:

- 10.06
 - *Upper Street Side: Front (Red), Rear (Red)
 - *Upper Curb Side: Front (Red), Rear (Red)
 - *Upper Rear: Street Side (Red), Curb Side (Blue)

***All Whelen M-Series warning lights and Freedom Series lightbar will have DVI and low power capability.

10.07 Scene lights

Scene Lights are controlled from the control center located in the chassis cab and a One Touch switch pack located on the pump panel.

10.07.05 Automatic Reverse Scene Wiring

Rear scene lights will be wired to illuminate when chassis is placed in reverse.

10.07.5688 Upper-Level Scene Lights, Whelen Pioneer PCPSM1C, Six (6) Total
Whelen Pioneer PCPSM1C Upper-Level Scene Lighting, Surface Mounted, Chrome Housing, Two (2) Each Side of the Tank in the Upper Corners, Two (2) on the Rear of the Tank in the Upper Corners Six (6) Total.

10.09 Ground Lights

10.09.02 Six (6) ground lights

There are six (6) LED ground lights installed to illuminate the area below the apparatus. Two (2) lights are installed on street and curb side below the chassis steps, two (2) lights are installed on street and curb side below the pumphouse step, and two (2) lights are installed on street and curb side below the rear step area. Grounds lights will be activated when parking brake is applied.

10.10 Accessory Lights

10.10.01 Wigwag Headlights

Headlights have alternating headlight (wigwag) warning capability in low beam only. Wigwag is activated by a switch in the cab.

10.10.01.01 Chassis OEM Installed

10.10.05 Whelen Pioneer Plus® Series Brow Light

One (1) Whelen LED Pioneer brow light is mounted on top of the chassis cab, as far forward as possible. Activated by a switch in the control center.

10.10.05.02 Dual Head Pioneer Plus® Floodlight, PFH2, White Lighthouse

10.10.06 Step Lights

10.10.06.01 Four (4) Step Lights

There are four (4) LED step lights installed to illuminate the chassis steps. Two (2) lights are installed on the street and curb side below the chassis doors, one (1) per step. Two (2) lights are installed on the street and curb side below the top chassis step to illuminate the bottom step, one (1) per step. Step lights will be activated when parking brake is applied.

10.10.5680 Whelen M4 DUO Light Traffic Advisor/Warning Lights

Located on the rear of the tank in the upper center, there will be an arrow shaped traffic advisor built from M4 and M4 DUO warning lights. There will be eight (8) M4 DUO lights wide & two (2) M4 Amber lights on each end mounted in an upward and downward diagonal pattern to make arrowhead on each end. The eight (8) M4 DUO lights will alternate red/amber to blue/amber from street side to curb side with approximately 1" - 2" of spacing between each light. While truck has the master warning on and parking brake is disengaged, the M4 DUO lights flash the respective red or blue in each light head. On setting of parking brake, all M4 and M4 DUO lights will flash amber according to cab control setting. Cab control settings for the traffic advisor function will be Right, Left, Flash, and Split. All lights will have DVI enabled capabilities, clear lenses, and chrome bezels.

*Production note: see attached notes in NOR database. Diagram below:



10.10.5682 Two (2) Orange Streamlight SL-20LP Rechargeable Flashlights and Two (2) Red Wands, Mounted Rear of Center Console

There will be two (2) orange Streamlight SL-20LP Rechargeable Flashlights and two (2) red wand accessories supplied with the apparatus. Two charger holders will be mounted to the rear of the center console. Power will be connected to chassis battery 12V power strip inside center console.

10.5708 Whelen Warning Light Upgrade, DVI and Low Power Mode

All Whelen M-Series warning lights and Freedom Series lightbar will have DVI and low power capability.

SECTION 11: PAINTING, LETTERING, STRIPING, AND SIGNAGE

11.00 Painting process

The entire tank, body, and components will be washed, sanded, prepped for primer, cleaned, and primed with PPG urethane primer filler. The body will be hand sanded and color match painted using a PPG Deltron base coat/clear coat paint. After paint is applied and properly cured the apparatus will be color sanded and buffed to a high gloss. The paint process is approved by PPG.

11.00.01 Color Match Single Tone, Red

11.00.01.04 Color Matched, 3000 gallon

10-YEAR WARRANTY ON PAINTED BODY PARTS

11.01 ID plate

There is a permanent plate located in the chassis cab with the following information:

Quantity and type of fluids used in the vehicle. This plate includes:

- Engine oil, quantity.
- Engine coolant, quantity.
- Chassis transmission fluid, quantity.

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- Pump transmission fluid, quantity.
- Drive axle lubrication fluid, quantity.
- Air conditioning refrigerant, quantity.
- Air conditioning lubrication oil, quantity.
- Power steering fluid, quantity.
- Front and rear cold tire pressure.
- Number of personnel the vehicle is designed to carry located in an area visible to the driver.
- Height and length of the vehicle in feet and inches.
- Gross vehicle weight rating (GVWR) in pounds.
- A safety sign FAMA07, which warns of the importance of seat belt use, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.
- A safety sign FAMA10, which warns of the need to secure items in the cab, shall be visible inside the cab.
- A safety sign FAMA15, which warns not to wear helmets while the vehicle is in motion, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.
- A safety sign FAMA24, which warns personnel not to ride on the vehicle, shall be located at the rear step areas and at any cross walkways.
- Do Not Move Apparatus Light
 - A red flashing light located in the chassis cab. The light shall be illuminated automatically whenever the vehicles parking brake is not fully engaged and any of the following conditions exist:
 - Any passenger or equipment compartment door is not closed.
 - Any ladder or equipment rack is not in the stowed position.
 - Stabilizer system is not in its stowed position.
 - Powered light tower is not stowed.
 - Any other device permanently attached to the apparatus is open, extended, or deployed in a manner that is likely to cause damage to the apparatus if the apparatus is moved.

11.03 Vinyl Lettering

11.03.01 Provided on the chassis doors:

"FOLEY FIRE DEPT." in Mylar Gold Leaf with Black Shadow Border



- 11.03.03 Provided for the customer unit number on the street and curb side chassis fenders:
"No 3" in the same style as below: Mylar Gold Leaf with Black Shadow Border (no gold leaf pin stripe)



- 11.03.04 Provided on the street and curb side of the tank: "TANKER 3" in Mylar Gold Leaf with Black Shadow Boarder

- 11.03.09 Provided on one (1) drop tank carrier's cover:
"FOLEY FIRE DEPARTMENT" in Mylar Gold Leaf with Black Shadow Boarder (no gold leaf pin stripe boarder)



11.05 Reflective stripe

The apparatus body and chassis will have a reflective stripe on each side and the front bumper per NFPA 1901 standards.

- 11.05.03 Reflective tape inside chassis doors- Per NFPA 1901 standards any door designed to allow persons to enter, or exit has a minimum of 96 square inches of retro-reflective material affixed to the inside of the door.

- 11.05.03.01 Single Cab

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11.05.04 (1x4x1) 4" wide white reflective stripe with a 1" wide white reflective stripe spaced approximately 1/2" above and below. Stripe will be straight on the body and chassis.

11.05.04.02 Tandem Axle

11.06 Rear Chevron

11.06.5512 Rear Chevron, Diamond Grade Pattern, 100% of Rear, Red/Fluorescent Yellow Green, Individual Stripes, 6" wide

Per NFPA 1901 standards, 100 percent of the rear will include Red and Fluorescent Yellow Green 3M™ Prismatic Conspicuity Tape Series 983 striping installed, with each stripe a minimum of 6" wide. 1/4" black stripe installed between the 6" stripes. Midwest Fire will install individual stripes using NFPA 1901 compliant 3M material.

SECTION 12: CORROSION PROTECTION AND MUD FLAPS

12.00 Corrosion Protection

The All-Poly Series body has several features which prevent corrosion.

- All fasteners are stainless-steel where applicable.
- All contacts of dissimilar metals are insulated with 3M products to prevent galvanic corrosion.
- Rub rails are Type II bright dip anodized.
- Tow rings are powder coated steel.
- The Poly body material eliminates the need for undercoating and sprayed on coating inside storage lockers.
- The Poly body material is non-corrosive and is frequently used for storing acids.
- The Poly body material eliminates many possibilities of dissimilar metal contact caused by galvanic reaction.

12.01 Mud Flaps

There are two mud flaps installed behind the rear wheels.

- The mud flaps are ¼ inch thick black rubber.
- The bottom of the mudflaps are fitted with chrome weights.

SECTION 13: PUMP AND PLUMBING

13.01.00.01 Engine driven Pump – Street Side Front Compartment

Engine driven Pumps have the following standard features:

- High-strength aluminum alloy casing and discharge valve
- One (1) sacrificial anode
- Aluminum alloy engine adapter
- Bronze impeller and wear rings
- Stainless-steel impeller shaft
- Direct drive

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- A pump control panel attached to the pump unit.
- The pump control panel includes an ignition switch, starter button, stop button, engine throttle, and pressure gauge.
- The primary pump primer is an exhaust primer.
- The pump is permanently mounted in the street side front compartment with anodized aluminum roll up door for pump operation and service.
- The engine compartment will have an oil drain access in the floor for ease of changing the pump engine oil.
- Pump drain: one (1) pump drain provided to drain the suction side of the pump. The pump drain is controlled from a control handle located directly below the pump compartment.
- One (1) 2 1/2" Suction Line equipped with a 2 1/2" NPT male X 2 1/2" NST female swivel adapter with screen, and a 2 1/2" plug and chain.
- One (1) 2 1/2" Discharge Line equipped with a 2 1/2" cap and chain.

13.01.06 Waterous Model PB18-3030C Engine driven Pump

A Waterous model PB18-3030C 18hpVanguard gas engine driven pump with the following features:

Pump Ratings:

100 GPM @ 110 PSI

400 GPM @ 15 PSI

Engine is a four-cycle air cooled 18 HP, V-Twin, Briggs and Stratton, Vanguard model 350447 gasoline engine, with integral fuel pump, 12- volt electric start, and manual start.

13.01.06.02 The engine driven pump's engine fuel to be supplied by a standalone fuel tank.

13.01.09 Engine Driven Pump Options

13.01.09.01 Tank to Pump 2 1/2" Line

A 2 1/2" tank to pump line provided from the water tank to the pump with a 2 1/2" valve.

13.01.09.03 Tank Fill/Pump Re-Circulating 2" Line

A 2" tank fill/pump re-circulating line provided from the pump to the water tank with a 2" valve and 2" plumbing.

13.01.09.05 Gated 2 1/2" Suction Line

The standard 2 1/2" suction pipe equipped with a 2 1/2" valve.

13.01.09.1313

One (1) 2 ½" NST Male, Curb Side, Between Body & Cab, Discharge, 2 ½" valve



*Production note: Add 2nd cap holder for adapter 18.05.03 (1.5" cap)

13.11 Pump House Heat Control

13.11.01 Pump Compartment Fan

A 12-volt, high performance, reversible, low profile, electric fan mounted in the pump compartment. The fan is connected to the pump switch and operates when pump is running.

13.11.02 Pump house heater 29,380 BTU/Hr.

A 29,380 BTU/HR pump house heater is installed in the pumphouse, controlled by a switch on the pump panel.

13.12 Pump Certification

13.12.01 MWF Calibration

The pump test shall be certified by a Midwest Fire representative.

SECTION 14: HOSE TRAYS, PRE-CONNECTS AND CROSS LAYS

14.00 Side hose tray, poly

Hose tray on the side of the body above the compartments, made of polypropylene and built as part of the body, with rubber tile installed in the bottom. A provision to secure the hose when in travel is provided.

14.00.01 Side hose tray to be located on the street side

14.02 Rear Step Hose Box

One (1) hose compartment located at the center of the rear step and below the rear dump valve. The hose compartment measures 11 deep x 10 tall x 48" wide for storage of soft suction hose used for the direct tank fill. The hose compartment is open to the top and to include floor drains and has rubber floor tiles.

14.02.01 Rear Step Hose Box w/a black vinyl cover installed.

14.03 Engine driven Pump Pre-connect Side Hose Tray

14.03.01 Pre-connect plumbed with 2", gated with a 2" valve, and terminated with 1 ½" NST male.

14.03.02 Pre-connect plumbed with 2 ½", gated with a 2 ½ " valve, and terminated with 2 ½" NST male.

14.07 Hose Tray Options

14.07.01 Side Hose tray divider

Hose tray divider installed in the center of the hose tray and 18" back from the front to create two hose compartments.

14.07.03 Vinyl Hose tray cover

Cover is attached across the top, inboard edge of the hose tray with a rail and bead system to prevent wind from getting under the cover. Rear of the cover is provided with a flap to cover the back of the hose tray. The cover is attached with a quick release elastic rope and hook system to retain the hose in the tray during travel as required by NFPA. Operating temperature is -40F to 180F.

14.13 No Hose Bed

The top of the tank will be flat, constructed of UV stable, white textured polypropylene with no side walls.

SECTION 15: EQUIPMENT STORAGE AND MOUNTING

15.00 Equipment Mounting Systems

15.00.06 Trays located on the street side of the tank.

15.00.06.05 One (1) Tray for 5" – 6" Suction Hose.

15.00.5696 Cone Storage, Curb Side Behind Rear Wheels

Built into the poly body behind the rear wheels on the curb side of the apparatus will be a storage location for twelve (12) 28" tall traffic cones. This area will be painted red to match the body. The width and depth of the storage location will be the same as the side dump valve cutout (21.5" wide x 26" deep) to maintain a symmetrical look on both sides. The cone storage will be open and extend down to the floor of the body to allow for 12 cones to be stacked in the center. The floor of the storage area will have an aluminum treadplate cover and drain holes in

the rear corners. There will be 2 Velcro straps attached to footman loops on each side of the cones to securely hold them down. There will be a 12" tall poly wall on the outside of the body.

15.00.5689 External Poly Compartment for One (1) Customer Supplied 24" x 24" Stop Sign and 6' Plastic Staff Holder

A poly compartment on the outside of the tank will accommodate (1) 24" x 24" Stop Sign and 6' Plastic Staff Holder. The compartment will be open at the rear and enclosed on all other sides and welded to the side of the tank. The outside of the compartment will be painted to match the body. At the rear of the compartment will be heavy duty Velcro straps with foot man loops at the top and bottom to secure the sign while the apparatus is in motion. The compartment will be directly behind the Zico drop tank carrier as far to the rear as possible without being seen while the carrier is in the stowed position.

SECTION 17: CHASSIS ACCESSORIES

17.01 Hub and Lug nut covers

Stainless-steel hub and lug nut covers are installed on front and rear aluminum wheels

17.01.03 Tandem axle chassis.

17.01.03.02 Chassis OEM Install

17.04 Shoreline Connection, Kussmaul Auto Charge Series

One (1) Kussmaul Auto Charge series battery charger system installed.

17.04.08 Auto Charge 1200, 40-amp, auto eject plug-in beneath the street side chassis door.

17.05 Super Auto Eject Air Connection

One (1) Kussmaul Super Auto Eject, for air connection installed to maintain air system.

17.05.02 Plug-in located beneath the street side chassis door.

17.08 Air Horns

Two (2) Stutter Tone air horns mounted. Steering wheel horn switch will control the air horns unless specified otherwise.

17.08.00 Two (2) Air Horns installed, one (1) on each side of the hood.

17.08.00.5710 Air Horn Rocker Switch, Center Console

There will be one rocker switch for the air horn controls located on the center console next to the curb side Q-Siren switch. There will be no foot switches for the air horns. The RH footpad in the chassis will be replaced, the wiring will be routed to the center console rocker switch, and the rocker switch will be labeled "Air Horn".

17.10 Chassis Accessories

17.10.01 Tire Pressure Indicators

Tire pressure indicators installed to allow for inspection of pressure at the tire.

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17.10.01.02 Tire Pressure Indicator for Tandem Axle Chassis**17.10.09 Rear Receiver Hitch**

2" receiver hitch tube installed on the rear of the apparatus and furnished with electrical receptacle and safety chain rings.

17.10.12 Engine Compartment Light, LED

A LED light will be installed in the engine compartment. The light will have at least 250 lumens and activated when the hood is open, and deactivated when the hood is shut.

17.10.12.02 Chassis OEM Install**17.11 Chassis Exhaust****17.11.01 Standard Chassis Exhaust Modifications**

Chassis exhaust is modified to exit passenger side ahead of the rear wheels and vent outwards from the edge of the body. A heat shield will be fabricated from aluminum and installed between the body and the exhaust pipe. OEM supplied exhaust tip will be used when applicable.

17.11.01.01 Freightliner Exhaust Modifications**SECTION 18: LOOSE EQUIPMENT**

Loose equipment required by NFPA not listed will be supplied by customer after delivery of the apparatus prior to being put in service.

18.05 Adapters

18.05.03 One (1) 2.5" NST x 1.5" NST chrome adapter w/ 1 ½" cap & chain.

18.08 Wheel Chocks

18.08.04 Two (2) Cast Aluminum Wheel Chocks, with holders, installed underneath street side front locker.

18.5681 Rubber Mallet and Mounting Bracket, Mounted at Final Inspection**18.19 DOT Essential Kit**

DOT Essential OSHA ANSI Compliant Kit includes:

- 21" Duffel Bag,
- DOT Compliant UL LISTED Fire Extinguisher 1.5 lb 5BC Fire Extinguisher. Plastic mounting brackets are included with all fire extinguishers (mounted by FD).
- DOT Compliant Set of 3 DOT Triangles in the plastic box.
- Set of 12 Electrical Fuses- 6 regular/6 Mini (spare fuses supplied by FD).
- Bulk ANSI A Weatherproof First Aid Kit with Plastic Case
 - (16) 1" x 3" Plastic Bandages, (1) 1/2" x 5 yd First Aid Tape, (10) Triple Antibiotic Ointment Packets, (10) BZK Antiseptic Towelettes, (1) CPR Mask w/ One Way Valve, (1) 4" x 4" Burn Dressing, (10) First Aid/Burn Cream Packets, 0.9 g, (1) 4" x 5" Cold Compress, (2) Sterile Eye Pads, (1) Eyewash, 1 oz, (6) Hand Sanitizer Packets, 0.9 g, (4) Nitrile Exam Gloves, (1) 2" Conforming Gauze Roll, (1) Scissors, (2) 3" x 3" Gauze Dressing Pads, (2) 5" x 9" Trauma Pads, (1) 40" x 40" x 56" Triangular Sling/Bandage.

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SECTION 19: CHASSIS

19.00 Midwest Fire supplied chassis per specification attached. Brief summary below:

Chassis Summary			
Manufacturer	Freightliner	Cab Type (Reg, Ext, Crew)	Regular
Model	114 SD PLUS (Set Forward)	Cab to Axle (in.)	130"
Engine Manufacturer	Cummins	Wheelbase (in.)	213"
Engine Model	L9	Front Axle Rating (Lbs.)	18,000 lbs.
Horsepower	450	Rear Axle Rating (Lbs.)	46,000 lbs.
Transmission Make	Allison EVS Automatic	Paint Color Code	L0762EY MED RED ELITE EY
Transmission Model	3000	Two-Tone Scheme	NA
LED Headlights	Yes	Auxiliary Brake	Exhaust
Electric Windows	Yes	Rear Differential Locks	Tandem Interaxle
Electric Locks	Yes	Air Brake System	Disc Brakes
Foot Pedal MPH	60 mph	Cruise Control MPH	65 mph

SECTION 30: RESTRICTIONS

30.01 Maximum Height

30.01.02 11' 6"

Estimated Overall Height: 10' 5"

30.02 Maximum Length

30.02.01 No Restrictions

Estimated Overall Length: 29' 1"

FINAL INSPECTION

The department will take physical possession of the truck and will receive all training on the operation of the truck at the Midwest Fire facility in Luverne, Minnesota during the final inspection/ delivery day.

DELIVERY

Transportation of the apparatus post final inspection is the responsibility of the department.

A proposal for
MIDWEST FIRE EQUIPMENT REPAIR

Prepared by
I-STATE TRUCK CENTER
Chris Schrum

Nov 16, 2023

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale

SPECIFICATION PROPOSAL

Description	Weight Front	Weight Rear
Price Level		
SD PRL-28D (EFF:MY25 ORDERS)		
Data Version		
SPECPRO21 DATA RELEASE VER 020		
Vehicle Configuration		
114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476
2025 MODEL YEAR SPECIFIED		
SET FORWARD AXLE - TRUCK		
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
EPA EMISSIONS CERTIFICATION FOR 50 STATE REGISTRATION - CARB EXEMPT, FIRE AND EMERGENCY VEHICLES ONLY (INCLUDES 6X4 INCH LABEL SHIPPED LOOSE)		
NO STATE/PROVINCE INITIAL REGISTRATION SELECTED		
FIRE SERVICE		
EMERGENCY VEHICLES BUSINESS SEGMENT		
LIQUID BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER LEVEL II WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		



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Description	Weight Front	Weight Rear
EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 62000.0 lbs		
Truck Service		
FIRE TANK - NO MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP		
MIDWEST FIRE		
Engine		
CUM L9 450EV HP @ 2100 RPM; 2200 GOV RPM, 1250 LB-FT @ 1200 RPM, R/F/E	-850	-70
Electronic Parameters		
60 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT 5 MPH HIGHER THAN ROAD SPEED LIMIT		
PTO MODE ENGINE RPM LIMIT - 700 RPM		
PTO RPM WITH CRUISE SET SWITCH - 1100 RPM		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
PTO SPEED 1 SETTING - 600 RPM		
PTO MINIMUM RPM - 900		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, ENGAGE BEFORE DRIVING INTERLOCK		
Engine Equipment		
EPA 2010/GHG 2024 CONFIGURATION		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER		
DR 12V 275 AMP 40-SI BRUSHLESS PAD ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE	10	
(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		



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Description	Weight Front	Weight Rear
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
STANDARD EXHAUST SYSTEM LENGTH		
RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES	20	20
6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
AIR POWERED ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1300 SQUARE INCH ALUMINUM RADIATOR	-50	

Description	Weight Front	Weight Rear
ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD	6	
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-35	

Transmission

ALLISON 3000 EVS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 198 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODEL EVS

ALLISON VOCATIONAL RATING FOR FIRE
TRUCK/EMERGENCY VEHICLE APPLICATIONS
AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

2ND GEAR ENGINE BRAKE ALTERNATE
PRESELECT WITH MODERATE DOWNSHIFT
STRATEGY

FUEL SENSE 2.0 DISABLED - PERFORMANCE -
TABLE BASED

DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES

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Description	Weight Front	Weight Rear
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS		
4TH RANGE INDICATION ON TCM OUTPUT C - ALLISON 5TH GEN TRANSMISSIONS		
QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS		
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
PTO MOUNTING, LH SIDE AND TOP RH SIDE OF MAIN TRANSMISSION ALLISON		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment		
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
MERITOR EX-L AIR DISC FRONT BRAKES		
FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
FRONT DISC BRAKE ROTORS		
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		
STANDARD KING PIN BUSHINGS		
TRW TAS-85 POWER STEERING	40	
POWER STEERING PUMP		

Description	Weight Front	Weight Rear
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		
18,000# TAPERLEAF FRONT SUSPENSION	200	
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		420
4.89 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	25	25
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		
MERITOR EX-L OPTIMIZED AXIAL AIR DISC REAR BRAKES		-80
FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
REAR DISC BRAKE ROTORS		
REAR OIL SEALS		
AIR DISC LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
REAR AIR DISC BRAKE INTERNAL ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		

Description	Weight Front	Weight Rear
Rear Suspension		
TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		490
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
AXLE CLAMPING GROUP		
55 INCH AXLE SPACING		
FORE/AFT AND TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
Pusher / Tag Equipment		
NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System		
WABCO 4S/4M ABS WITH TRACTION CONTROL		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
MOUNTED 40+ BOC		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
MOUNTED 40"+ BOC		
STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
TANKS MOUNTED 40+ BOC		
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		
Trailer Connections		
NO TRAILER AIR HOSE		
NO AIR HOSE HANGER		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		

Description	Weight Front	Weight Rear
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame		
5425MM (214 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	250	220
2675MM (105 INCH) REAR FRAME OVERHANG FRAME OVERHANG RANGE: 101 INCH TO 110 INCH	-70	310
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 130.12 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 127.12 in		
CALC'D FRAME LENGTH - OVERALL : 344.28 in		
CALCULATED FRAME SPACE LH SIDE : 67.12 in		
CALCULATED FRAME SPACE RH SIDE : 75.52 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
NO CROSSMEMBERS 40+ BOC		
STANDARD REAR MOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment		
16.5 INCH CHROME STEEL STRAIGHT BUMPER		
REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
NO MUDFLAP BRACKETS		
NO REAR MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
FACTORY INSTALLED BENDIX NEXT GEN SMARTIRE TIRE PRESSURE MONITORING SYSTEM WITH WHEEL RIM MOUNTED NEXT GEN SENSORS AND INTEGRATED IN DASH	6	6

Description	Weight Front	Weight Rear
ACCURIDE 43644 ACCU-LITE ALUMINUM OUTSIDE, 28828 HD STEEL INSIDE; 22.5X8.25 10- HUB PILOT DISC REAR WHEELS		-88
POLISHED FRONT WHEELS; INSIDE AND OUTSIDE		
POLISHED REAR WHEELS; BOTH SIDES OF OUTER WHEELS ONLY		
BENDIX SMARTIRE TIRE PRESSURE MONITORING SYSTEM WHEEL/RIM MOUNTED SENSORS, ALL AXLES		16
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		

Cab Exterior

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB	
AIR CAB MOUNTING	
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE	
FRONT FENDERS	
3-1/2 INCH FENDER EXTENSIONS	15
SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT	
BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL	
STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS	
CHROME HOOD MOUNTED AIR INTAKE GRILLE	
FIBERGLASS HOOD	
CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5
FACTORY PREP DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS SHIPPED LOOSE FOR PDI INSTALL	4
DUAL ELECTRIC HORNS	
DUAL HORN SHIELDS	
REAR LICENSE PLATE MOUNT END OF FRAME	
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS	
LED AERODYNAMIC MARKER LIGHTS	
HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS WITH ROCKER/TOGGLE MOMENTARY INTERRUPTER SWITCH	

Description	Weight Front	Weight Rear
OMIT STOP/TAILO/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TAILO WIRES TO 7 FEET BEYOND END OF FRAME STANDARD FRONT TURN SIGNAL LAMPS AUTO ON/OFF, ENGINE COMPARTMENT, HOOD ACTIVATED WORK LIGHT DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE DOOR MOUNTED MIRRORS 102 INCH EQUIPMENT WIDTH LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS STANDARD SIDE/REAR REFLECTORS RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER 63X14 INCH TINTED REAR WINDOW TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS RH AND LH ELECTRIC POWERED WINDOWS 1-PIECE SOLAR GREEN GLASS WINDSHIELD 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR WHITE WINTERFRONT	2	-5

Cab Interior

RUGGED TRIM PACKAGE GRAY & CARBON VINYL INTERIOR "RUGGED" CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED) MOLDED PLASTIC DOOR PANEL MOLDED PLASTIC DOOR PANEL BLACK MATS WITH SINGLE INSULATION (1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET FORWARD ROOF MOUNTED CONSOLE CENTER STORAGE CONSOLE MOUNTED ON BACKWALL LH AND RH KICKPLATES DIGITAL ALARM CLOCK IN DRIVER DISPLAY (2) CUP HOLDERS LH AND RH DASH M2/SD DASH	20
--	----

Description	Weight Front	Weight Rear
CONFIGURABLE UPPER PANEL WITH INTEGRATED LOWER STORAGE		
BRIGHT ARGENT FINISH GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
IGNITION SWITCH WITH NON REMOVABLE KEY		
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS		
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
NO OBSTACLE DETECTION SYSTEM		
NO DR ASSIST SYSTEM		

Description	Weight Front	Weight Rear
ELECTRONIC STABILITY CONTROL		
NO LANE DEPARTURE WARNING SYSTEM		
NO OVERHEAD INSTRUMENT PANEL		
QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
RAM MOUNT OVERHEAD CONSOLE WITH POWER AND GROUND		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
NO AM/FM RADIO ANTENNA		
NO CB RADIO MOUNTING PROVISION		
SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
IGNITION SWITCH CONTROLLED ENGINE STOP		
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES		
(1) RH FOOT SWITCH WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO ELECTRIC <85 PSI		
NO TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		

Description	Weight Front	Weight Rear
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS ALTERNATING FLASHING HEADLAMP SYSTEM WITH DASH SWITCH AND NO PARK BRAKE INTERLOCK ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY NO WRG/SW-OPTL #2, CHAS, AIR		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0762EY MED RED ELITE EY
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT

POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER OPTION
INSTALLATION/MODIFICATION ONLY

DEALER ADVISED/ACCEPTS ESC ON END OF
FRAME TOWING FOR TRACTOR FOR YARD
HAUL USE

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7988 lbs	8116 lbs	16104 lbs



Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	7988 lbs	8116 lbs	16104 lbs

Extended Warranty

TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$750 CAP FEX APPLIES

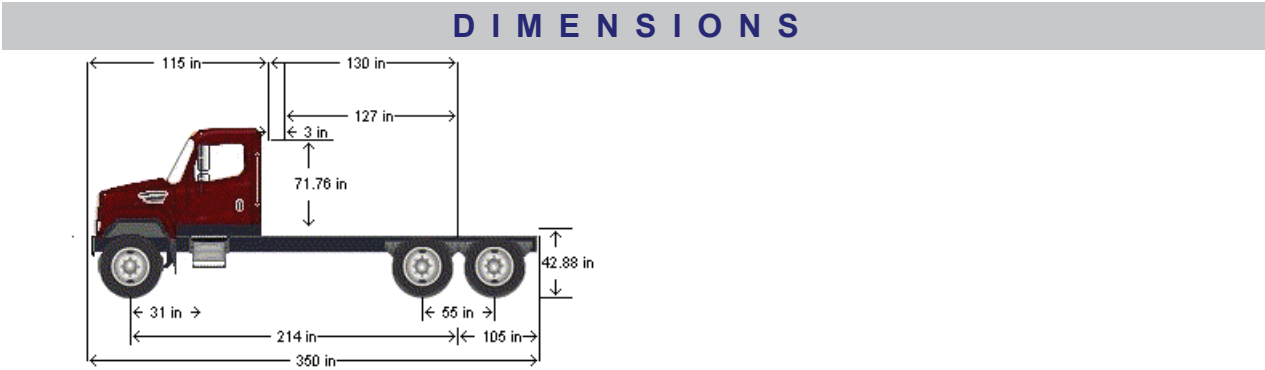
Dealer Installed Options

	Weight Front	Weight Rear
DEALER INSTALLED LED LIGHTS	0	0
Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	5425MM (214 INCH) WHEELBASE
Rear Frame Overhang (552).....	2675MM (105 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES

TABLE SUMMARY - DIMENSIONS

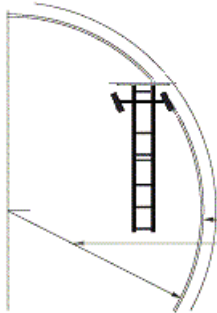
DS
Mp

Dimensions	Inches
Bumper to Back of Cab (BBC)	114.6
Bumper to Centerline of Front Axle (BA)	31.1
Front Axle to Back of Cab (AC)	83.5
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	130.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	127.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	235.4
Cab Height (CH)	71.8
Wheelbase (WB)	213.6
Frame Overhang (OH)	105.3
Overall Frame Length	344.3
Overall Length (OAL)	350.0
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	42.9

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

DS
Mp

T U R N I N G R A D I U S



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	62.5	+/- 3.0
Curb to Curb Diameter (ft)	59.9	+/- 3.0
Turning Radius (ft)	29.3	+/- 1.5

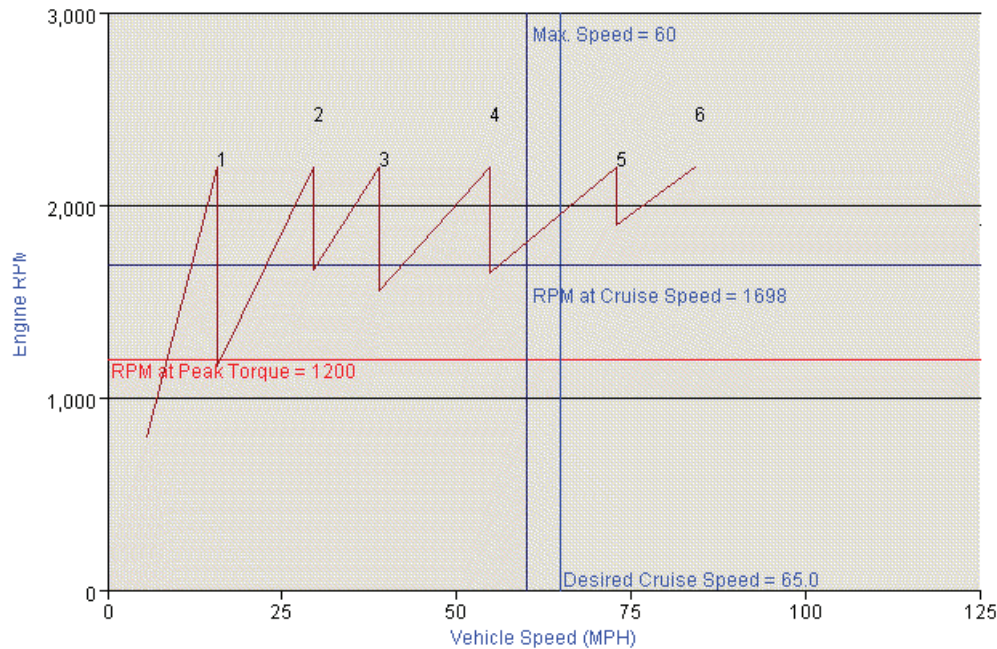
VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model	114SD
Cab Size (829).....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545)	5425MM (214 INCH) WHEELBASE
Front Tires (093).....	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES
Width (in)	16.1
Front Axle (400).....	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)	71
Bumper (556)	16.5 INCH CHROME STEEL STRAIGHT BUMPER
Width (in)	95.8
Bumper Miter to Front Axle (in)	31.1
Primary Steering Location (003)	LH PRIMARY STEERING LOCATION
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Dual Steering Gear	NONE
Ram.....	NONE
Rear Axle (420)	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
Axle Spacing (624)	55 INCH AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



SHIFT CHART



VEHICLE SPECIFICATIONS SUMMARY - SHIFT CHART

Model	114SD
Cab Size (829).....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph)	65.0
Engine (101).....	CUM L9 450EV HP @ 2100 RPM; 2200 GOV RPM, 1250 LB-FT @ 1200 RPM, R/F/E
RPM at Peak Torque	1200
Governed RPM.....	2200
Transmission (342).....	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL	N/A
Gear Ratio: L	N/A
Gear Ratio: 1	3.49
Gear Ratio: 2	1.86



Gear Ratio: 3 1.41
 Gear Ratio: 4 1
 Gear Ratio: 5 0.75
 Gear Ratio: 6 0.65
 Gear Ratio: 7 N/A
 Gear Ratio: 8 N/A
 Gear Ratio: 9 N/A
 Gear Ratio: 10 N/A
 Gear Ratio: 11 N/A
 Gear Ratio: 12 N/A
 Gear Ratio: 13 N/A
 Gear Ratio: 14 N/A
 Gear Ratio: 15 N/A
 Gear Ratio: 16 N/A
 Gear Ratio: 17 N/A
 Gear Ratio: 18 N/A
 Auxiliary Transmission (352) NO AUXILIARY TRANSMISSION
 Low Gear Ratio N/A
 High Gear Ratio N/A
 Transfer Case (373) NO TRANSFER CASE
 Low Gear Ratio N/A
 High Gear Ratio N/A
 Rear Axle (420) RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
 Number of Speeds 1
 Rear Axle Gear Ratio(s) 4.89 REAR AXLE RATIO
 Rear Tires (094) MICHELIN X WORKS D 11R22.5 16 PLY RADIAL REAR TIRES
 Revolutions per Mile 493

TABLE SUMMARY - SHIFT CHART

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Percent Split	RPM After Shift	MPH at Peak Torque RPM	MPH at Governed
1	3.49	4.89	17.07	N/A	800	8.6	15.7
2	1.86	4.89	9.10	87.6	1172	16.1	29.4
3	1.41	4.89	6.89	31.9	1668	21.2	38.8
4	1.00	4.89	4.89	41.0	1560	29.9	54.8
5	0.75	4.89	3.67	33.3	1650	39.8	73.0
6	0.65	4.89	3.18	15.4	1907	45.9	84.2

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

DS
MP



Foley Fire Department

81 Norman Avenue South • P.O. Box 709 • Foley, MN 56329
320-968-7260

Date: January 18, 2024

To: Foley City Council

From: Fire Chief Pappenfus

Re: Fire Department Officer Positions Appointments

All Officer position terms for the Foley Fire Department were up for reappointment at the end of 2023. Our Fire Department Membership Committee accepted Letters of Interest for all positions from Members in December 2023. The Committee was unable to conduct interviews for the Lieutenant positions until January due to several scheduling conflicts. Interviews were conducted for those positions in January and the following has been recommended to me by the Membership Committee that I would also like to forward on to the City Council for appointment.

I would like to recommend the following Members of the Foley Fire Department be appointed as Officers of the Foley Fire Department for the term of January 2024 thru December 31, 2027.

Fire Chief: Mark Pappenfus

Asst. Fire Chief: Rick Herbrand

Captains: (2) Josh Beutz & Chris Harren

Lieutenants: (2) Todd Foreman & Travis Janson

All of the above have met the minimum requirements for their position according to the Foley Fire Department Personnel Policies. These names have also been recommended and approved by our Foley Fire Department Membership Committee.

Thank you,

Mark Pappenfus

Mark Pappenfus

Foley Fire Chief

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024-4

A RESOLUTION ACCEPTING DONATIONS FOR THE FIRE DEPARTMENT

WHEREAS, the City of Foley encourages public donations to help defray the costs of the general public of providing services and improve the quality of life in Foley, and

WHEREAS, Bernadette Stangler has donated funds for the fire department; and

WHEREAS, Minnesota Statutes 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Benton County, Minnesota, that these donations are hereby accepted for use by the City of Foley.

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to Bernadette Stangler for her generous donations.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 6th day of February 2024.

Jack Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA
RESOLUTION 2024 - 05

A RESOLUTION PROVIDING FOR TRANSFERS BETWEEN FUNDS

WHEREAS, in conjunction with closing the books for 2023, transfers need to be accomplished; and

WHEREAS, funds are proposed to be transferred to be incorporated into the equipment and streets funds as budgeted;

WHEREAS, funds are proposed to be transferred from enterprise funds to debt service funds as budgeted;

WHEREAS, funds are proposed to be transferred to provide an interfund loan to the fire department from the expendable trust fund;

NOW THEREFORE BE IT RESOLVED that the Foley City Council hereby approves the following transfer to be incorporated into the 2023 audit report.

1. Transfer \$120,000 from General Fund (Fund 100) to Equipment Fund (Fund 425).
2. Transfer \$150,000 from General Fund (Fund 100) to Streets Fund (Fund 410).
3. Transfer \$20,000 from Water Fund (Fund 601) to 2008 (2012) Refunding Bond Fund (Fund 208).
4. Transfer \$63,000 from Sewer Fund (Fund 602) to 2008 (2012) Refunding Bond (Fund 208).
5. Transfer \$10,000 from Water Fund (Fund 601) to 2015 Bond Fund (Fund 215).
6. Transfer \$10,000 from Sewer Fund (Fund 602) to 2015 Bond Fund (Fund 215).
7. Transfer \$38,000 from Water Fund (Fund 601) to 218 Bond Fund (Fund 218).
8. Transfer \$27,000 from Sewer Fund (Fund 602) to 2018 Bond Fund (Fund 218).
9. Transfer \$40,000 from Fire (Fund 699) to Expendable Trust (Fund 609).

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 6th day of February, 2024.

Jack Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Bills List -February 2024			
Gross Salaries	Payroll - 12/15/23	\$	34,086.74
EFTPS	Federal Withholding	\$	6,019.89
MN Dept of Revenue	State Withholding	\$	1,187.72
State Treas. PERA	PERA	\$	6,476.49
Nationwide	Deferred Comp	\$	1,087.36
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	1,120.00
MN Dept of Human Services	Child Support Garnishments	\$	395.38
Gross Salaries	Payroll - 12/1/23	\$	36,814.45
EFTPS	Federal Withholding	\$	7,298.19
MN Dept of Revenue	State Withholding	\$	1,473.82
State Treas. PERA	PERA	\$	6,517.31
Nationwide	Deferred Comp	\$	1,087.36
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	570.00
MN Dept of Human Services	Child Support Garnishments	\$	395.38
Already Paid 2/6/2024			
Advanced Graphix	FD Supplies	\$	1,100.00
Arnolds	Shop supplies	\$	77.31
Benton County Attorney	12/23 Legal Fee's	\$	1,001.00
Benton County Highway Department	12/23 PD Fuel	\$	1,150.70
Bolton & Menk	11/12 -23 Professional Services Wastewater Expansion	\$	35,173.25
Central McGowan	12/23 PD Supplies	\$	12.50
Central McGowan	FD 5 year Cylinder lease	\$	125.00
Coborns	12/23 Supplies	\$	16.56
Deb Mathiowetz	2023 PC Member	\$	60.00
East Central Energy	Utilities	\$	1,133.66
Emergency Medical Products	FD Medical Supplies	\$	76.48
Ferguson Enterprises	12/23 Water Supplies	\$	279.03
First National Bank of Omaha	1/24 CC Invoices	\$	2,703.43
Foley Hardware	PD Bike Rodeo & Shop Supplies	\$	1,126.64
Galls	12/23 PD Uniforms	\$	319.81
Gopher State One Call	12/23 email tickets	\$	10.80
Janson's	2023 Christmas Lights Winner	\$	100.00
Midwest Fire	FD Tanker Deposit	\$	10,000.00
MN Department of Natural Resources	Water Permit	\$	440.78
MN Department of Revenue	12/23 Sales and Use Tax	\$	583.00
Motorola Solutions	PD Supplies	\$	30.00
MPFA	WW loan Interest	\$	105,979.70
RevTrak	12/23 CC fee's	\$	1,580.08
Rinke Noonan	12/23 General Legal	\$	985.00
Shift Technologies	12/23 I.T. Security	\$	38.25
Star Publications	12/23 Ord # 475 and Budget Summary	\$	236.12
Tri-County Humane Society	Animal Surrender Fee	\$	325.00
Verizon	FD,PD,PW 1/24 Cell phone	\$	318.00
Ziegler	PW Snowwolf	\$	19,185.39
		\$	288,857.58
To Be Paid -2/6/2024			
Auto Value	Shop, Street Supplies	\$	731.36
Benton County Auditor-Treasurer	Close TIF No 1-8 Decertifies 11-2023	\$	51,552.05
Central McGowan	FD supplies	\$	158.93
Central McGowan	PD Cylinder Rental	\$	64.26
Cintas	Uniforms	\$	461.27
Cloudnet	01/24 Server Fee	\$	10.00
Farm-Rite Equipment	Park Maint	\$	259.76
Ferguson WaterWorks	Water meter/Water supplies	\$	453.07
Foley Floral	Sympathy's	\$	91.76
Further	01/24 HS A Admin fee	\$	30.35
Further	H S A Employee Contribution	\$	700.00
Galls	PD Uniforms	\$	305.13
Geislinger & Son's	Wastewater Expansion Pay App # 16	\$	89,062.50
Granite Electronics	Street Supplies	\$	32.40
Handynan's Hardware	City Hall Building Maint & Wall Maint	\$	347.66
Hawkins	Water Chemicals	\$	2095.38
Health Partners	02/24 Employee Health Insurance	\$	15,108.28
Hotsy Minnesota	PW Supplies	\$	1,105.38
International Institute of Municipal Clerks	Annual Membership fee	\$	185.00
JM Truck & Tractor	FD vehicle maint	\$	1,075.00
K&K Tire and Auto	PD 2019 Tahoe Vehicle Maint Oil change	\$	142.87
Macqueen Emergency	FD supplies Gas Cylinder	\$	435.13
Marco	1/24 Copies lease	\$	287.14
Midco Communications	1/24 Phone and Internet Service	\$	956.94
Mimbach Fleet	Street and FD supplies	\$	159.94
MN Chiefs of Police Assoc	2024 ETI conference MCPA member	\$	550.00
MN State Fire Chiefs Assoc.	FD FOTOS Attendee Foreman & Studanski	\$	520.00
MTI Distribution	Park Maint	\$	76.46
NASASP	2024 NASASP membership	\$	39.00
New Froniter Services	IT Web development	\$	100.00
Northland Securities	Annual Dis	\$	550.00
Nuss Equipment	Street Snow equipment	\$	106.32
RMB Environmental Lab	Water Analysis	\$	819.43
Rosenbauer MN	FD Hose Tray	\$	1,613.76
Security Lock Technologies	City Hall Building Maint	\$	30.00
Shift Technologies	01/24 Antivirus & Shadow Protect Maint renewal 1 year	\$	122.25
Short Elliott Hendrickson	Pouchtec & General Eng	\$	1,235.75
Silt Sock	Silt Sock TIF	\$	24,444.44
Staples	Office supplies	\$	69.99
State Chemical Solutions	PW Supplies	\$	256.50
State of MN Department of Public Safety	MN Hazardous Materials and Hazardous Chemical Fee	\$	100.00
Surplus Services	PD Storage Lockers	\$	375.00
USable Life	1/24 Life Insurance	\$	266.50
Vector Solutions	FD Vector Membership/Maint fee/Fire-EMS Stations/Apparatus	\$	4,725.30
Voss	Holdridge Park maint	\$	450.00
Wex Bank	Fuel FD/PW	\$	1,551.09
Xcel Energy	01/24 Utilities	\$	8,047.85
Zaenoth Brush Works	Bobcat broom refill	\$	665.00
		\$	501,383.78
Additional To Be Paid - 2/6/2024			
		\$	501,383.78



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

1/19/2024

Sarah Brunn
City Administrator
City of Foley
251 4th Ave. N
Foley, MN 56329

RE: Wastewater Regionalization Project
City of Foley, Minnesota
Project No.: R21.120226

Dear Sarah,

Please find enclosed Payment Estimate No. 16 for the above referenced project. The estimate includes work completed through January 19th. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Geislinger & Sons, Inc., one copy to me for our records, and retain one for yourself.

Please contact me if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal Engineer

Contractor's Application for Payment

Owner:	City of Foley	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	R21.120226
Contractor:	Geislinger and Sons, Inc.	Agency's Project No.:	
Project:	Wastewater Regionalization Project		
Contract:	Wastewater Regionalization Project		

Application No.:	16	Application Date:	1/19/2024
Application Period:	From 12/23/2023	to	1/19/2024

1. Original Contract Price	\$	16,548,705.51
2. Net change by Change Orders	\$	546,569.88
3. Current Contract Price (Line 1 + Line 2)	\$	17,095,275.39
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	14,824,206.87
5. Retainage		
a. 5% X \$ 14,824,206.87 Work Completed	\$	741,210.34
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	741,210.34
6. Amount eligible to date (Line 4 - Line 5.c)	\$	14,082,996.53
7. Less previous payments	\$	13,993,934.03
8. Amount due this application	\$	89,062.50
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	2,271,068.52

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:


- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Geislinger and Sons, Inc.

Signature:		Date:	1-17-24
Name:	Matt Geislinger	Title:	Project Manager

Recommended by Engineer

Approved by Owner

By:		By:	
Name:	Jared Voge, P.E.	Name:	
Title:	Principal Engineer	Title:	
Date:	1/18/2024	Date:	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Foley	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project	R21.120226
Contractor:	Geislinger and Sons, Inc.	Agency's Project No.:	
Project:	Wastewater Regionalization Project		
Contract:	Wastewater Regionalization Project		

Application No.: 16		Application Period: From 12/23/23 to 01/19/24		Application Date: 01/19/24									
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
								Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
								Original Contract					
1	MOBILIZATION	1.00	LUMP SUM	570,000.00	570,000.00	0.88	501,600.00	0.88	501,600.00		501,600.00	88%	68,400.00
2	CLEARING AND GRUBBING	1.70	ACRE	31,000.00	52,700.00	2.83	87,730.00	2.83	87,730.00		87,730.00	166%	(35,030.00)
3	CLEARING AND GRUBBING	27.00	TREE	1,100.00	29,700.00	48.00	52,800.00	48.00	52,800.00		52,800.00	178%	(23,100.00)
4	DECOMMISSION BIRCH LIFT STATION	1.00	LUMP SUM	7,500.00	7,500.00	-	-	-	-		-		7,500.00
5	SALVAGE AND REINSTALL SIGN	14.00	EACH	510.00	7,140.00	45.00	22,950.00	45.00	22,950.00		22,950.00	321%	(15,810.00)
6	SALVAGE AND REINSTALL PIPE CULVERT	252.00	LIN FT	20.00	5,040.00	523.00	10,460.00	523.00	10,460.00		10,460.00	208%	(5,420.00)
7	AGGREGATE SURFACING FROM STOCKPILE (CV)	4,164.00	CU YD	21.00	87,444.00	225.00	4,725.00	225.00	4,725.00		4,725.00	5%	82,719.00
8	DEWATERING	1.00	LUMP SUM	0.01	0.01	1.00	0.01	1.00	0.01		0.01	100%	-
9	GEOTEXTILE FABRIC, TYPE 5	8,053.00	SQ YD	2.00	16,106.00	14,149.00	28,298.00	14,149.00	28,298.00		28,298.00	176%	(12,192.00)
10	COMMON EXCAVATION (PI)	4,082.00	CU YD	15.00	61,230.00	4,082.00	61,230.00	4,082.00	61,230.00		61,230.00	100%	-
11	AGGREGATE SURFACING, CLASS 2 (CV)	908.00	CU YD	50.00	45,400.00	827.00	41,350.00	827.00	41,350.00		41,350.00	91%	4,050.00
12	AGGREGATE SURFACING, CLASS 5 (CV)	1,519.00	CU YD	40.00	60,760.00	1,257.30	50,292.00	1,257.30	50,292.00		50,292.00	83%	10,468.00
13	AGGREGATE BASE, CLASS 5 (CV)	2,747.00	CU YD	35.00	96,145.00	3,068.56	107,399.60	3,068.56	107,399.60		107,399.60	112%	(11,254.60)
14	BITUMINOUS PATCH - DRIVEWAY	450.00	SQ YD	90.00	40,500.00	470.50	42,345.00	470.50	42,345.00		42,345.00	105%	(1,845.00)
15	BITUMINOUS PATCH - STREET	796.00	SQ YD	85.00	67,660.00	310.50	26,392.50	310.50	26,392.50		26,392.50	39%	41,267.50
16	12" PIPE APRON	4.00	EACH	250.00	1,000.00	4.00	1,000.00	4.00	1,000.00		1,000.00	100%	-
17	15" PIPE APRON	6.00	EACH	310.00	1,860.00	10.00	3,100.00	10.00	3,100.00		3,100.00	167%	(1,240.00)
18	18" PIPE APRON	4.00	EACH	375.00	1,500.00	-	-	-	-		-		1,500.00
19	24" PIPE APRON	4.00	EACH	525.00	2,100.00	4.00	2,100.00	4.00	2,100.00		2,100.00	100%	950.00
20	30" PIPE APRON	1.00	EACH	950.00	950.00	-	-	-	-		-		950.00
21	12" PIPE CULVERT	80.00	LIN FT	30.00	2,400.00	76.00	2,280.00	76.00	2,280.00		2,280.00	95%	120.00
22	15" PIPE CULVERT	76.00	LIN FT	32.00	2,432.00	180.00	5,760.00	180.00	5,760.00		5,760.00	237%	(3,328.00)
23	18" PIPE CULVERT	143.00	LIN FT	36.00	5,148.00	-	-	-	-		-		5,148.00
24	24" PIPE CULVERT	282.00	LIN FT	45.00	12,690.00	284.00	12,780.00	284.00	12,780.00		12,780.00	101%	(90.00)
25	30" PIPE CULVERT	20.00	LIN FT	65.00	1,300.00	-	-	-	-		-		1,300.00
26	CONNECT TO EXISTING SANITARY MAIN	8.00	EACH	7,500.00	60,000.00	3.00	22,500.00	3.00	22,500.00		22,500.00	38%	37,500.00
27	8" SANITARY SEWER PIPE	221.00	LIN FT	125.00	27,625.00	-	-	-	-		-		27,625.00
28	12" SANITARY SEWER PIPE	1,995.00	LIN FT	135.00	269,325.00	1,767.00	238,545.00	1,767.00	238,545.00		238,545.00	89%	30,780.00
29	15" SANITARY SEWER PIPE	285.00	LIN FT	140.00	39,900.00	289.00	40,460.00	289.00	40,460.00		40,460.00	101%	(560.00)
30	18" SANITARY SEWER PIPE	40.00	LIN FT	165.00	6,600.00	15.00	2,475.00	15.00	2,475.00		2,475.00	38%	4,125.00
31	27" SANITARY SEWER PIPE	38.00	LIN FT	250.00	9,500.00	47.00	11,750.00	47.00	11,750.00		11,750.00	124%	(2,250.00)
32	FORCE MAIN (MIN. I.D. 11.65 INCHES)	70,839.00	LIN FT	100.00	7,083,900.00	71,024.00	7,102,400.00	71,024.00	7,102,400.00	-	7,102,400.00	100%	(18,500.00)
33	24" CASING (MIN. DIAM)	374.00	LIN FT	250.00	93,500.00	354.00	88,500.00	354.00	88,500.00		88,500.00	95%	5,000.00
34	TRENCHLESS FORCE MAIN - (MIN. I.D. 11.65 INCHES)	10,692.00	LIN FT	115.00	1,229,580.00	10,129.00	1,164,835.00	10,129.00	1,164,835.00	-	1,164,835.00	95%	64,745.00
35	TRENCHLESS FORCE MAIN & CASING-SIMULTANEOUS PULL-	1,386.00	LIN FT	250.00	346,500.00	971.00	242,750.00	971.00	242,750.00		242,750.00	70%	103,750.00
36	TRENCHLESS 30" CASING (DIRECTIONAL DRILL)	110.00	LIN FT	850.00	93,500.00	95.10	80,833.30	95.10	80,833.30		80,833.30	86%	12,666.70
37	GATE VALVE AND BOX	12.00	EACH	5,500.00	66,000.00	9.00	49,500.00	9.00	49,500.00		49,500.00	75%	16,500.00
38	METERING & OUTFALL MANHOLES - FOLEY	1.00	LUMP SUM	40,000.00	40,000.00	1.00	40,000.00	1.00	40,000.00		40,000.00	100%	-
39	METERING MANHOLE - SAUK RAPIDS	1.00	LUMP SUM	45,000.00	45,000.00	1.00	45,000.00	1.00	45,000.00		45,000.00	100%	-
40	CONSTRUCT 8" OUTSIDE DROP	4.30	LIN FT	650.00	2,795.00	-	-	-	-		-		2,795.00
41	CONSTRUCT SANITARY SEWER MANHOLE - DESIGN 4007 48"	178.00	LIN FT	550.00	97,900.00	110.35	60,692.50	110.35	60,692.50		60,692.50	62%	37,207.50
42	CONSTRUCT SANITARY SEWER MANHOLE - 60" DESIGN	23.90	LIN FT	650.00	15,535.00	25.90	16,835.00	25.90	16,835.00		16,835.00	108%	(1,300.00)
43	FIBERGLASS-REINFORCED MANHOLE	1.00	EACH	40,000.00	40,000.00	1.00	40,000.00	1.00	40,000.00	-	40,000.00	100%	-
44	CASTING ASSEMBLY	14.00	EACH	1,000.00	14,000.00	7.00	7,000.00	7.00	7,000.00		7,000.00	50%	7,000.00
45	AIR & VACUUM RELEASE MANHOLE	42.00	EACH	25,000.00	1,050,000.00	42.00	1,050,000.00	42.00	1,050,000.00		1,050,000.00	100%	-
46	LOCATE EXISTING UTILITY	468.00	EACH	125.00	58,500.00	180.00	22,500.00	180.00	22,500.00		22,500.00	38%	36,000.00
47	CONSTRUCT LIFT STATION - BROADWAY	1.00	LUMP SUM	350,000.00	350,000.00	0.90	315,000.00	0.90	315,000.00		315,000.00	90%	35,000.00
48	BROADWAY LIFT STATION ELECTRICAL, GENERATOR, &	1.00	LUMP SUM	125,000.00	125,000.00	0.25	31,250.00	0.40	50,000.00		50,000.00	40%	75,000.00
49	CONSTRUCT LIFT STATION - GOLF	1.00	LUMP SUM	400,000.00	400,000.00	1.00	400,000.00	1.00	400,000.00		400,000.00	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Foley	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project	R21.120226
Contractor:	Geislinger and Sons, Inc.	Agency's Project No.:	
Project:	Wastewater Regionalization Project		
Contract:	Wastewater Regionalization Project		

Application No.:		16		Application Period:		From		12/23/23		to		01/19/24		Application Date:		01/19/24	
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L				
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
50	GOLF LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM		140,000.00	0.50	70,000.00	0.60	84,000.00		84,000.00	60%	56,000.00				
51	CONSTRUCT LIFT STATION - MAIN	1.00	LUMP SUM		500,000.00	1.00	500,000.00	1.00	500,000.00		500,000.00	100%	-				
52	MAIN LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM		140,000.00	0.25	35,000.00	0.50	70,000.00		70,000.00	50%	70,000.00				
53	LIFT STATION ALTERATIONS - LANGE	1.00	LUMP SUM		200,000.00	-	-	-	-		-	-	200,000.00				
54	LANGE LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM		55,000.00	-	-	-	-		-	-	55,000.00				
55	CONSTRUCT ODOR CONTROL BUILDING	1.00	LUMP SUM		600,000.00	0.97	582,000.00	0.97	582,000.00		582,000.00	97%	18,000.00				
56	ODOR CONTROL BUILDING ELECTRICAL & CONTROLS	1.00	LUMP SUM		50,000.00	0.35	17,500.00	0.45	22,500.00		22,500.00	45%	27,500.00				
57	PUBLIC WORKS SCADA/ELECTRICAL & PROGRAMMING	1.00	LUMP SUM		51,000.00	-	-	-	-		-	-	51,000.00				
58	CHAIN LINK FENCE	427.00	LIN FT	50.00	21,350.00	427.00	21,350.00	427.00	21,350.00		21,350.00	100%	-				
59	TRAFFIC CONTROL	1.00	LUMP SUM		50,000.00	0.90	45,000.00	0.90	45,000.00		45,000.00	90%	5,000.00				
60	EROSION AND SEDIMENT CONTROL	1.00	LUMP SUM		60,000.00	0.78	46,800.00	0.78	46,800.00		46,800.00	78%	13,200.00				
61	RIPRAP, CLASS III	178.00	CU YD	65.00	11,570.00	46.21	3,003.65	46.21	3,003.65		3,003.65	26%	8,566.35				
62	SEED 25-141, FERTILIZER, HYDRAULIC MATRIX	305,376.00	SQ YD	0.50	152,688.00	313,704.19	156,852.10	313,704.19	156,852.10		156,852.10	103%	(4,164.10)				
63	SEED 25-141, FERTILIZER, EROSION CONTROL BLANKET	54,312.00	SQ YD	2.50	135,780.00	24,343.04	60,857.60	24,343.04	60,857.60		60,857.60	45%	74,922.40				
64	SEED 34-171	39,905.00	SQ YD	0.50	19,952.50	9,472.50	4,736.25	9,472.50	4,736.25		4,736.25	24%	15,216.25				
65	GENERAL CONSTRUCTION ALLOWANCE	1.00	ALLOWANCE		120,000.00	0.50	59,592.12	0.50	60,358.80		60,358.80	50%	59,641.20				
66	COMPUTER ALLOWANCE	1.00	ALLOWANCE		10,000.00	-	-	-	-		-	-	10,000.00				
67	ST. CLOUD FLOW METERING ALLOWANCE	1.00	ALLOWANCE		500,000.00	1.00	500,000.00	1.00	500,000.00		500,000.00	100%	-				
68	UTILITY SERVICE ALLOWANCE	1.00	ALLOWANCE		400,000.00	0.46	182,408.00	0.46	182,408.00		182,408.00	46%	217,592.00				
A.1	JACK & AUGER 24" CASING (MIN DIAM) & FORCE MAIN	490.00	LIN FT	1,200.00	588,000.00	243.41	292,095.60	243.41	292,095.60		292,095.60	50%	295,904.40				
Original Contract Totals					\$ 16,548,705.51		\$ 14,714,613.23		\$ 14,788,129.91	\$ -	\$ 14,788,129.91	89%	\$ 1,760,575.60				

Progress Estimate - Unit Price Work										Contractor's Application for Payment																	
Owner:	City of Foley									Owner's Project No.:																	
Engineer:	Bolton & Menk, Inc.									Engineer's Project	R21.120226																
Contractor:	Geislinger and Sons, Inc.									Agency's Project No.:																	
Project:	Wastewater Regionalization Project																										
Contract:	Wastewater Regionalization Project																										
Application No.:		16		Application Period:		From		12/23/23		to		01/19/24															
A		B		C		D		E		F		F1		F2		G		H		I		J		K		L	
Bid Item No.		Description		Item Quantity		Units		Unit Price (\$)		Value of Bid Item (C X E) (\$)		Quantity Previous Estimate		Value Previous Estimate		Estimated Quantity Incorporated in the Work		Value of Work Completed to Date (E X G) (\$)		Materials Currently Stored (not in G) (\$)		Work Completed and Materials Stored to Date (H + I) (\$)		% of Value of Item (J / F) (%)		Balance to Finish (F - J) (\$)	
Change Orders																											
Change Order 1																											
38	METERING & OUTFALL MANHOLES - FOLEY		1.00	LUMP SUM	(13,582.00)	(13,582.00)		1.00	(13,582.00)				1.00	(13,582.00)					(13,582.00)			100%	-				
39	METERING MANHOLE - SAUK RAPIDS		1.00	LUMP SUM	(17,982.80)	(17,982.80)		1.00	(17,982.80)				1.00	(17,982.80)					(17,982.80)			100%	-				
67	ST. CLOUD FLOW METERING ALLOWANCE		1.00	ALLOWANCE	578,134.68	578,134.68		0.117					0.117	67,641.76					67,641.76			12%	510,492.92				
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Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Foley							Owner's Project No.:							
Engineer:	Bolton & Menk, Inc.							Engineer's Project No.: R21.120226							
Contractor:	Geislinger and Sons, Inc.							Agency's Project No.:							
Project:	Wastewater Regionalization Project														
Contract:	Wastewater Regionalization Project														
Application No.:		16		Application Period:		From	12/23/23		to	01/19/24					
Application Date:		01/19/24													
A	B	C	D	E	F	G		H	I	J	K	L	M		
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored		Incorporated in Work					Materials Remaining in Storage (I-L) (\$)		
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)				
32	Q955350	1 - 02535	Forcemain Pipe HDPE (9000 LF@\$36.5/FT)	Contractor secured site	1	328,500.00			328,500.00	328,500.00		328,500.00	-		
32	Q955352	1 - 02535	Forcemain Pipe HDPE (7200 LF@\$36.5/FT)	Contractor site	1	262,800.00			262,800.00	262,800.00		262,800.00	-		
35	Q899708	1 - 02535	Forcemain Trenchless (900 LF)	Contractor site	1	60,075.00			60,075.00	60,075.00		60,075.00	-		
32	Q700254	1 - 02535	Forcemain PVC	Contractor site	2	99,397.86			99,397.86	99,397.86		99,397.86	-		
35	Q700069	1 - 02535	Forcemain Trenchless - 16" FPVC	Contractor site	2	176,001.04			176,001.04	176,001.04		176,001.04	-		
32	Q700202	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	352,726.88			352,726.88	352,726.88		352,726.88	-		
32	R108559	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	352,726.88			352,726.88	352,726.88		352,726.88	-		
32	R100644	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	211,636.13			211,636.13	211,636.13		211,636.13	-		
32	R100672	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	211,636.13			211,636.13	211,636.13		211,636.13	-		
32	R096653	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	141,090.75			141,090.75	141,090.75		141,090.75	-		
32	R115020	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	141,090.75			141,090.75	141,090.75		141,090.75	-		
34	R108573	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	211,636.13			211,636.13	211,636.13		211,636.13	-		
32	R320146	1 - 02535	Forcemain Components	Contractor Site	3	6,652.38			6,652.38	6,652.38		6,652.38	-		
32	R328247	1 - 02535	Forcemain Components	Contractor Site	3	2,746.37			2,746.37	2,746.37		2,746.37	-		
32	R382355	1 - 02535	Forcemain Components	Contractor Site	3	1,778.13			1,778.13	1,778.13		1,778.13	-		
32	R390082	1 - 02535	Forcemain Components	Contractor Site	3	1,717.17			1,717.17	1,717.17		1,717.17	-		
32	R392202	1 - 02535	Forcemain Components	Contractor Site	3	521.70			521.70	521.70		521.70	-		
32	R393786	1 - 02535	Forcemain Components	Contractor Site	3	1,496.55			1,496.55	1,496.55		1,496.55	-		
		33-02530	FRP Manhole	Manufacturers warehouse	6	25,419.00			25,419.00	25,419.00		25,419.00	-		
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Totals						\$	2,589,648.85	\$	-	\$	2,589,648.85	\$	2,589,648.85	\$	-

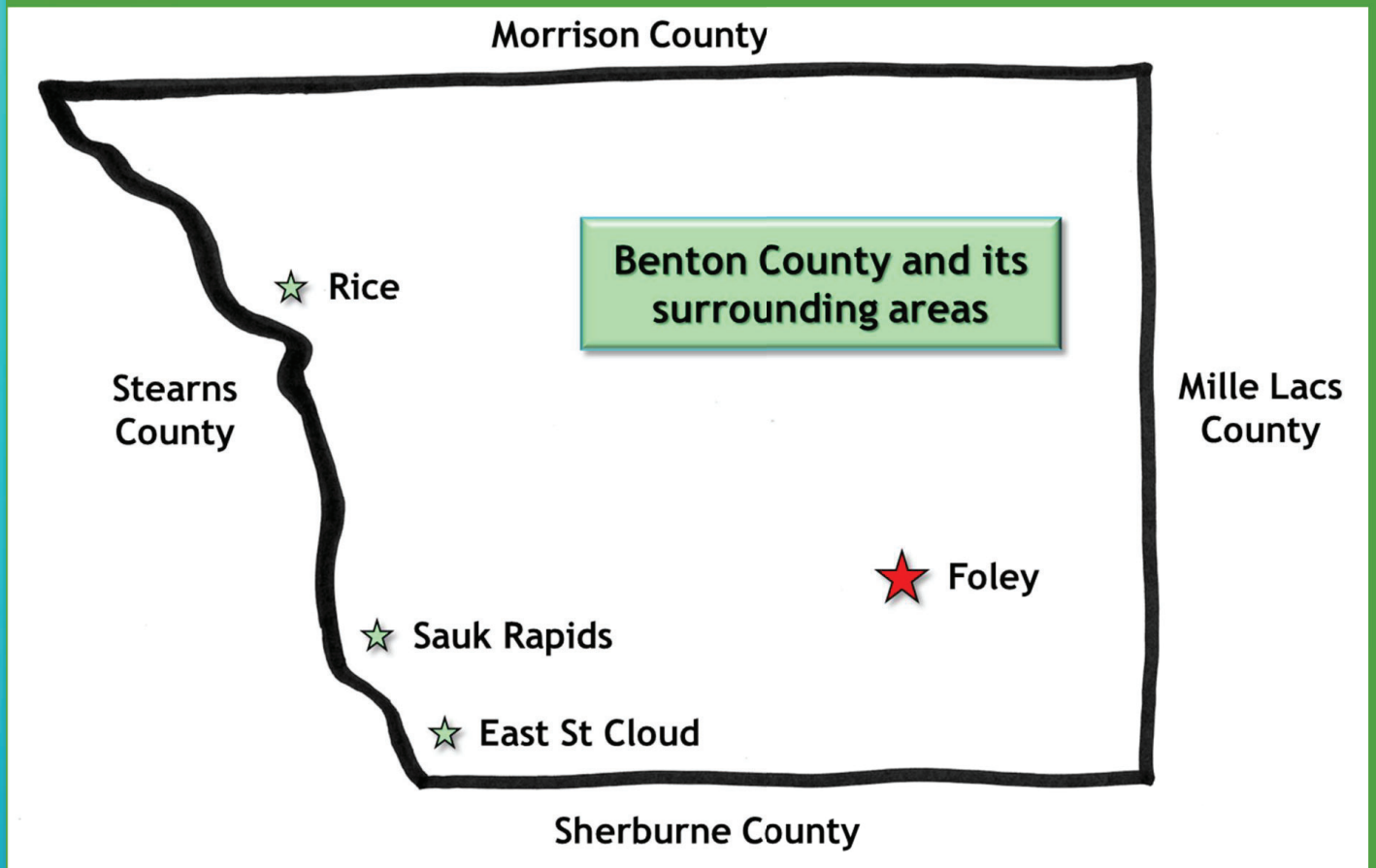
CARE Community Action Respecting Elders



We support area neighbors 60 years and older to continue living independently in the home of their choice through community volunteerism.



CARE Service Area





Central Minnesota Realities

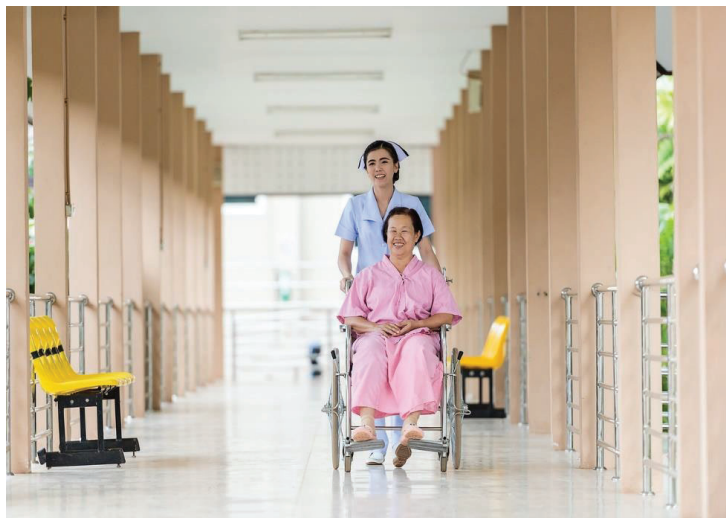
- ◆ 60,000 Minnesotans will turn 65 every year through 2030
- ◆ There are more seniors than school age children in Minnesota
- ◆ More Minnesotans reach 65 this decade than the past 4 combined
- ◆ This demographic shift continues to be one of the most pressing issues facing communities

Source: Central MN Council On Aging www.cmcoa.org/planning



CARE- Proactive Approach

A Proven Model that Prevents or
Delays Nursing Home Entry



Nursing homes are more costly & experiencing critical staff shortages

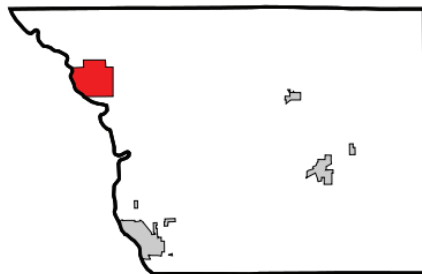
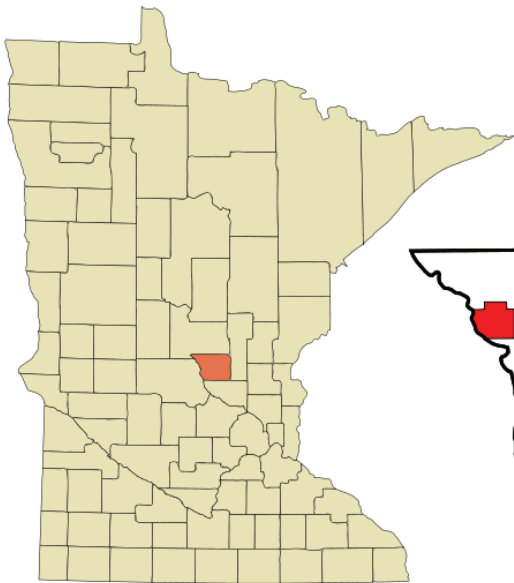
Minnesotans age 75+ expected to almost double by 2039

(MN State Demographic Center)

Central Minnesota Realities

Seniors 65+ living below Poverty Level

Benton County has a high percentage of seniors living below the poverty level out of 14 counties making up Central MN.



State Wide

54,723

7.6%

Regional

8,758

8.7%



Poverty Guidelines



What does
hunger look like?

Household Size	Monthly Income	125% FPG	150% FPG	175% FPG	200% FPG	250% FPG	300% FPG	350% FPG
1	\$1,215	\$1,519	\$1,823	\$2,126	\$2,430	\$3,038	\$3,645	\$4,253
2	\$1,643	\$2,054	\$2,465	\$2,876	\$3,287	\$4,108	\$4,930	\$5,752
3	\$2,072	\$2,590	\$3,108	\$3,625	\$4,143	\$5,179	\$6,215	\$7,251
4	\$2,500	\$3,125	\$3,750	\$4,375	\$5,000	\$6,250	\$7,500	\$8,750
5	\$2,928	\$3,660	\$4,393	\$5,125	\$5,857	\$7,321	\$8,785	\$10,249
6	\$3,357	\$4,196	\$5,035	\$5,874	\$6,713	\$8,392	\$10,070	\$11,748
7	\$3,785	\$4,731	\$5,678	\$6,624	\$7,570	\$9,463	\$11,355	\$13,248
8	\$4,213	\$5,267	\$6,320	\$7,373	\$8,427	\$10,533	\$12,640	\$14,747
9	\$4,642	\$5,802	\$6,963	\$8,123	\$9,283	\$11,604	\$13,925	\$16,246
10	\$5,070	\$6,338	\$7,605	\$8,873	\$10,140	\$12,675	\$15,210	\$17,745



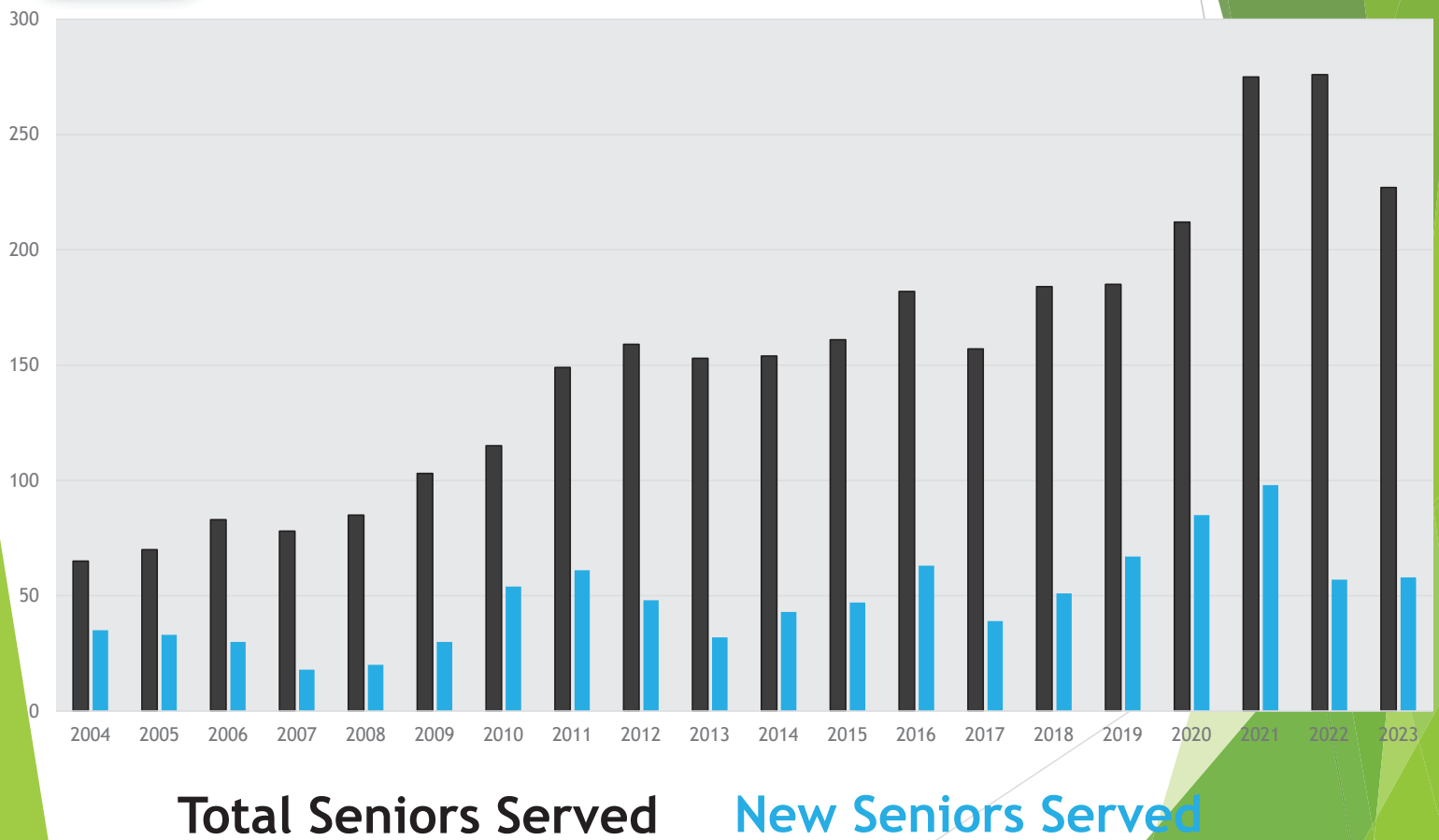
Benefits of CARE



- ◆ Seniors continue living independently in the home of their choice
- ◆ Seniors support local businesses
- ◆ Seniors pay taxes
- ◆ CARE provides assistance to families facing aging challenges
- ◆ CARE services reduce reliance on State funded programs



Seniors Served From Inception



Total Seniors Served

New Seniors Served



CARE VOLUNTEERS

TRANSPORTATION
the great need

2023 Statistics

2,346 HOURS

28,962 MILES





CARE Volunteers

2023 DIRECT SERVICES:

686 hours of
chores/homemaking, grocery
shopping, home repair, yardwork

277 hours of friendly
visiting/phone calls

756 hours of food programs

43 hours of respite care

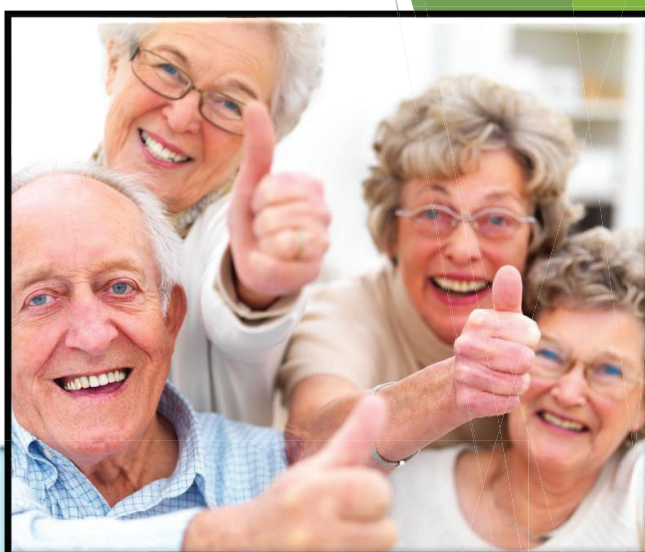
402 hours of service
coordination





Direct Service Hours

2023



227 Clients

100 Volunteers

4,244 Total volunteer hours

42,818 Total volunteer miles



Additional Volunteer Hours



103 Volunteers
1579 hours

Board/Committee meetings

Office assistance

Newsletter prep

Fundraising events



2023 VOLUNTEER CAPACITY

39 New Volunteers



A word cloud featuring various terms related to volunteering and community service. The words are arranged in a roughly rectangular shape, with some words being larger and more prominent than others. The colors of the words include orange, green, purple, and brown. The words are: GENEROUS, GIVING, AWARENESS, SERVICES, ASSISTANCE, MORAL, CARE, AID, MISSION, RESPECT, TOGETHERNESS, CHARITY, LIFE, VOLUNTEER, TIME, ALTRUISTIC, COMMUNITY, RESCUE, DONATIONS, CONTRIBUTION, SUPPORT, HOPE, TEAMWORK, ADULT, ASSISTED, RESCUE, HOPE, TEAMWORK, PERSON.



CARE COVID RESPONSE

These added services from COVID-19 are still necessary for community seniors today

- ◆ Increase in seniors requesting services
- ◆ Increase deliveries to homebound clients
- ◆ Increase in friendly phone calls & visits
- ◆ Health education for clients, families & volunteers





CARE VOLUNTEERS

Multi-generational Approach

- ◆ Community and Church organizations
- ◆ Church youth groups
- ◆ Scouts BSA troops
- ◆ 4-H Clubs
- ◆ Local elementary and high school students





CARE PARTNERSHIPS



- ◆ Minnesota Department of Human Services: grant funding
- ◆ Benton County: financial support; spaces for office, produce distribution, Burger & Brat Stand, and storage shed
- ◆ City of Foley: financial support; storage space
- ◆ Catholic Charities: free frozen meals for low income seniors
- ◆ Second Harvest Heartland: free food for all ages



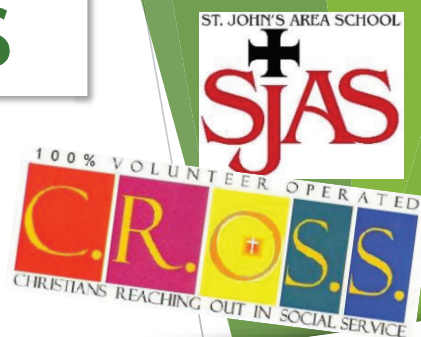
CARE PARTNERSHIPS

- ◆ Duelm Knights of Columbus
- ◆ Duelm Lion's Club
- ◆ Becker Lions
- ◆ St Cloud Sertoma Club
- ◆ Local school students and faculty
- ◆ CROSS Center

Helping Students Succeed



Every Step of the Way





Foley High School

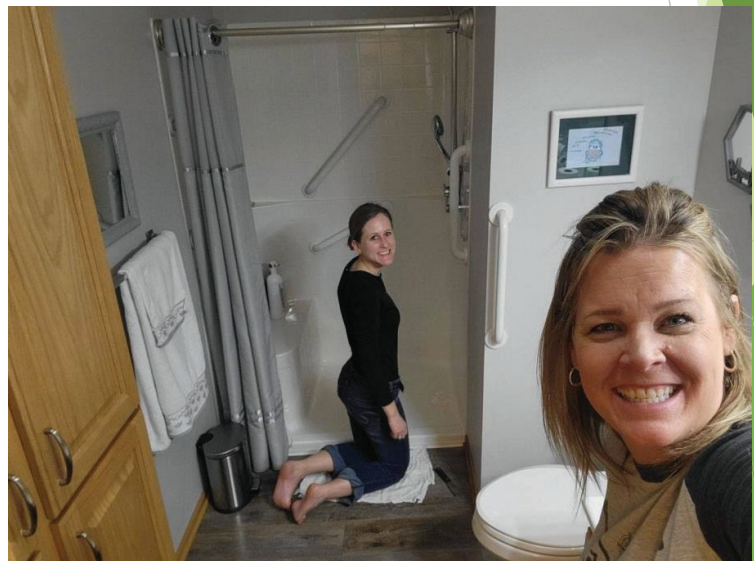
School Workshop Project

10 teachers provided chore and homemaking services

Teacher Jenn Piepgras and Emily Deglman help Mikum display both her books and pictures of her grandchildren.



Teachers Andrea Pelowski and Jen Monroe helped with housekeeping and chores for our ever grateful Client Judy.





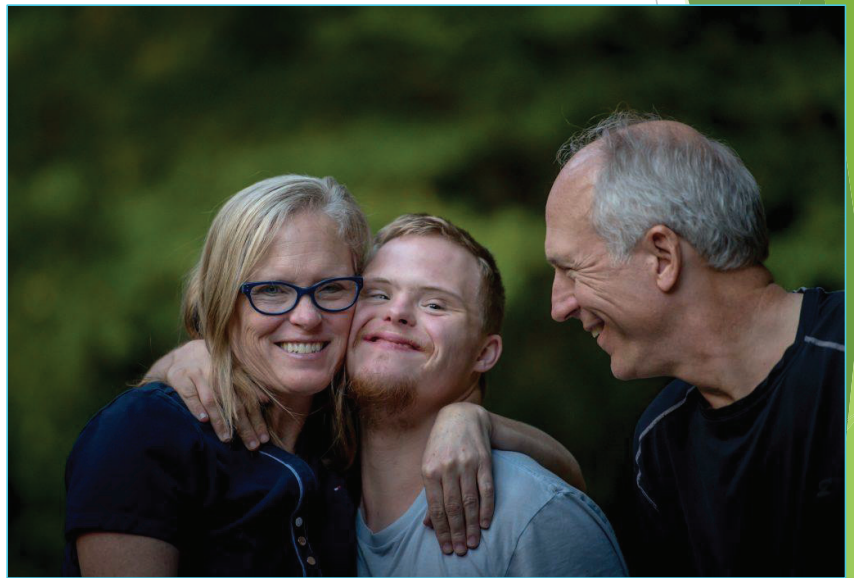
Foley School Students

Learning

I ndependence

F or

T ransition





CARE Christmas Packages

2023 Project
Funding provided by:

Foley Lions Club
Becker Lions Club
St. Cloud Sertoma
Club



Christmas care packages were filled and delivered to low-income seniors to let them know they are not alone during the holiday season



CARE FOOD PARTNERSHIPS



second harvest
HEARTLAND

Nutrition Assistance Program for Seniors (NAPS)

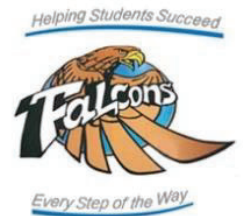
CARE distributed **559** boxes, equal to **16,221** meals, seniors experiencing food insecurities





CARE PARTNERSHIPS

CARE distributed **11,255 pounds** of fresh produce
Benefiting **487 families**





Catholic
Charities

Frozen Meals

752 Home Deliveries

3,020 Frozen Meals



108 clients

20
volunteers

9,112 miles

258 hours



CARE Commitment: Reduce Senior Isolation

First Presbyterian Church Partnership

Monthly Opportunities for socialization

- ◆ Art classes
- ◆ Senior Social
- ◆ Exercise classes
- ◆ All free to seniors

Plus:

- ◆ Friendly visits
- ◆ Friendly phone calls





CARE PARTNERSHIPS

Minor Home Improvements

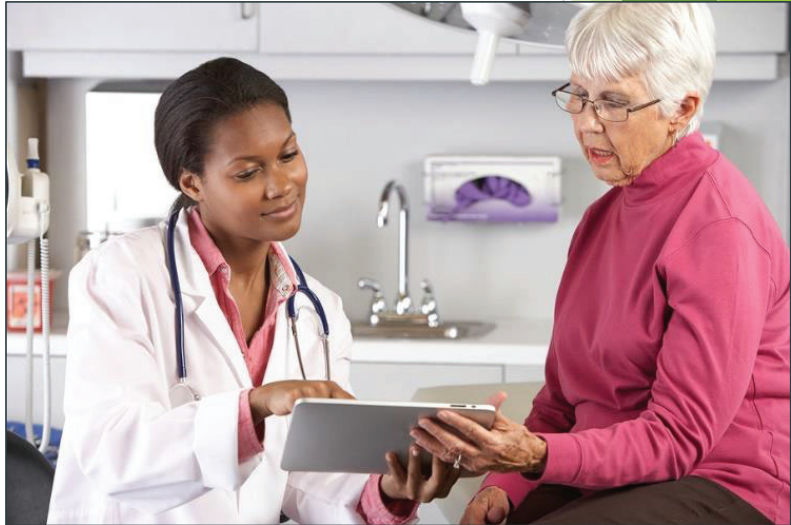


CARE volunteers repaired a door threshold for a disabled senior in our community and install grab bars as needed.



CARE Plays Catch Up

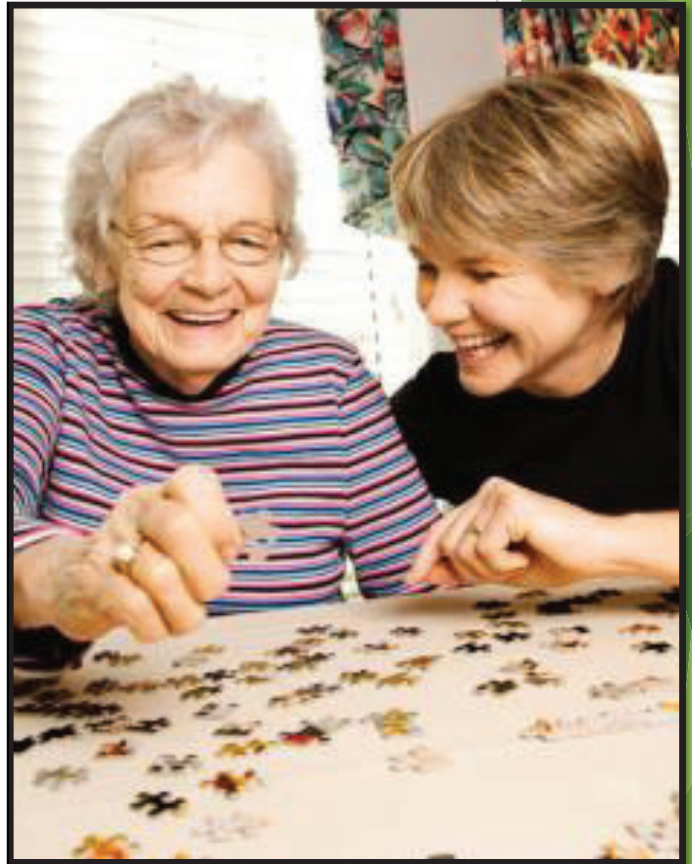
- ▶ Many seniors did not receive regular medical treatment during the pandemic
- ▶ The CARE Program is playing catch up to ensure seniors receives rides to much needed medical appointments
- ▶ We are currently experiencing up to 20 rides each week
- ▶ Some seniors are needing rides 3 times each week





Volunteers are the **HEART** of Community Action Respecting Elders

- ◆ Would *you* become a volunteer?
- ◆ Would *you*, as a community member, provide one ride a month?
- ◆ Would *you*, as an employer, allow your employee to provide one ride a month as community service?





Program Expenses

CARE has normal expenses just like a business

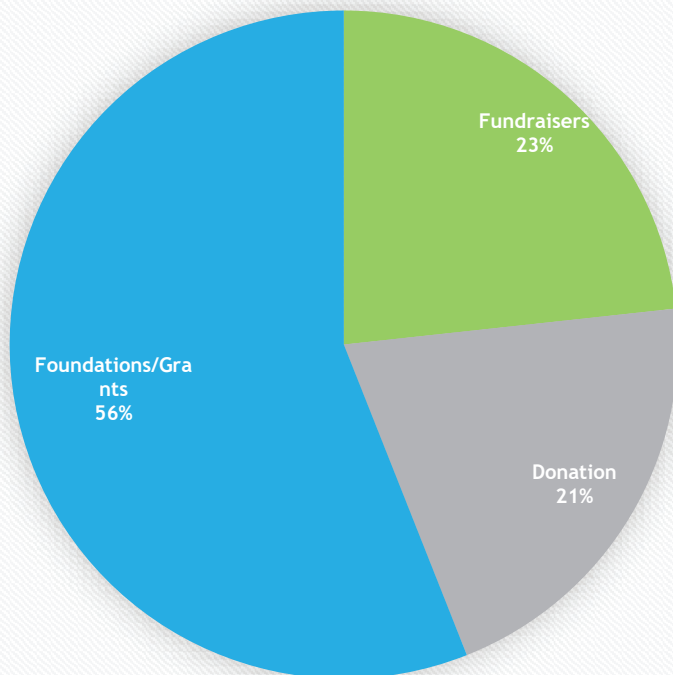
- Insurance Premiums
- Workers Compensation/Payroll Taxes
- Rent and Utilities
- Personnel Payroll
- Office and Program Supplies
- Computer Repairs/Website Updates
- Volunteer Gas Card





2023 Funding Sources

2023 Income



■ Fundraisers ■ Donation ■ Foundations/Grants

Grants
56%

Fundraising
23%

Donations
21%

Total Funding
\$231,657.36



CARE Staff Wages

100 Percent of staff salaries are paid for by state, federal, and foundation grants. **No local donations are used for payroll.**





By working together, the aging neighbors of our community will live longer, happier and more meaningful lives.

Our Vision



- ◆ Respond to the increasing number of seniors requesting services
- ◆ Add new services as needed
- ◆ Outreach to locate seniors, recruit volunteers, and secure community donations
- ◆ Seek foundation & grant funding



2023 Client Survey 100% satisfaction

- ◆ All the right services
- ◆ Volunteers respectful and on time
- ◆ CARE services easy to access



Surveys are conducted
every month
throughout the year

CARE Community Action Respecting Elders



Thank you!

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

ORDINANCE NUMBER 477

AN ORDINANCE LIMITING THE USE OF CANNABIS IN PUBLIC PLACES

WHEREAS, the Minnesota legislature recently adopted Minnesota Statute § 342, which allows an individuals 21 years of age or older to use, possess, and transport cannabis flower and cannabinoid products under certain circumstances; and

WHEREAS, Minnesota Statute § 152.0263 Subd. 5 allows a local unit of government to adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer product in a public place; and

WHEREAS, the City of Foley (the “City”) has an interest in preserving the public’s health, safety, and morals under the police powers granted to the City; and

WHEREAS, the City recognizes the risks of cannabis use, especially in youth, which “can affect normal brain development, leading to problems learning, memory, coordination, reaction time and judgment” and “excessive and frequent use of marijuana is associated with hallucinations, paranoia, and a range of emotional problems.”¹

WHEREAS, the City recognizes the risk of secondhand smoke, including secondhand marijuana smoke, which “contains many of the same toxic and cancer-causing chemicals found in tobacco smoke and contains some of those chemicals in higher amounts,” which are associated with risks to hearts and lungs.²

WHEREAS, secondhand marijuana smoke “also contains s tetrahydrocannabinol (THC), the compound responsible for most of marijuana’s psychoactive effects (or the “high”),” which can be passed to infants and children.³

WHEREAS, Benton County adopted Ordinance No. 489, which prohibits the use of certain cannabis products in public places; and

WHEREAS, the City desires to be consistent with Benton County’s cannabis use ordinance to allow for continuity in the enforcement of cannabis products within the county; and

WHEREAS, the City, under its police power, wishes to adopt a substantially similar ordinance to Benton County Ordinance No. 489.

¹ <https://www.mayoclinichealthsystem.org/hometown-health/speaking-of-health/how-teen-marijuana-use-impacts-brain-development#:~:text=Marijuana%20use%20among%20adolescents%20and,a%20range%20of%20emotional>

² <https://www.cdc.gov/marijuana/health-effects/second-hand-smoke.html>

³ <https://www.cdc.gov/marijuana/health-effects/second-hand-smoke.html>

NOW, THEREFORE, the Foley City Council hereby ordains that the following additions shall be made to the City Code:

SECTION 1. REGULATIONS LIMITING THE USE OF CANNABIS IN PUBLIC PLACES.

The following Section 812 shall be added to Chapter VIII of the City Code:

Chapter VIII

LIMITING THE USE OF CANNABIS IN PUBLIC PLACES

Section 812

Section 812:01. Definitions.

For the purpose of this Ordinance, the following terms are defined:

1. City. The “City” is the City of Foley, State of Minnesota.
2. Person. A “person” is any individual, natural human being, partnership, corporation, firm, company, association, society, or group.
3. Cannabis Flower. “Cannabis Flower” shall have the same meaning as defined in Minn. Stat. § 342.01, subd. 16, or its successor statute.
4. Cannabis Products. “Cannabis Products” shall have the same meaning as defined in Minn. Stat. § 342.01, subd. 20, or successor statute.
5. Hemp-derived consumer products. “Hemp-derived consumer products” shall have the same meaning as defined in Minn. Stat. §342.01, subd. 37, or successor statute.
6. Lower-potency hemp edibles. “Lower-potency hemp edibles” shall have the same meaning as defined in Minn. Stat. §342.01, subd. 50, or successor statute.
7. Park. “Park” shall mean:
 - a. Any park, parkway, zoological or horticultural garden, recreation open space, lake or other waters, golf course, swimming pool, athletic field, trails and pathways, or
 - b. Any other area owned, improved, maintained, operated, or otherwise controlled by the City of Foley for recreation and natural resource preservation purposes.
8. Place of Public Accommodation. “Place of Public Accommodation” means a business or a refreshment, entertainment, recreation, or transportation facility of any kind whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Public Place. “Public Place” means:
 - a. Any outdoor area or indoor area, whether privately or publicly owned, to which the public has access by right of invitation, expressed or implied. This includes but is not limited to theaters, restaurants, bars, food establishments and their decks, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation;
 - b. Any Park or Public Recreation Area;
 - c. Any City-owned or leased property.
 - d. A “Public Place” does not include the following:
 - i. a private residence, including the person's curtilage or yard;
 - ii. private property not generally accessible by the public unless the person is explicitly prohibited from consuming regulated products on the property by the owner of the property; or

- iii. the premises of an establishment or event licensed to permit on-site consumption.
- 10. Regulated Products. “Regulated Products” means cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.
- 11. Smoking. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

Section 812:02. Restriction of Use of Regulated Products.

- Subd. 1. A Person shall not use regulated products in a Public Place.
- Subd. 2. A Person shall not vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor.

Section 812:03. Criminal Penalty.

Violation of this Ordinance shall be a petty misdemeanor. A fine of not more than \$300.00 may be imposed.

Section 812:04. Severability.

The provisions of this Ordinance shall be severable and should any court of competent jurisdiction adjudge any provision of this Ordinance to be invalid, such judgment shall not affect any other provisions of this Ordinance not specifically included in said judgment.

Section 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

Section 3. SUMMARY PUBLICATION. At least four-fifths of the City Council’s members direct the Administrator to publish only the title and summary of this Ordinance as follows:

“AN ORDINANCE LIMITING THE USE OF CANNABIS IN PUBLIC PLACES. It is the intent and effect of this Ordinance to amend the City Code to prohibit the use of cannabis products in certain public places within the City of Foley.”

Adopted this 6th day of February, 2024.

Jack M. Brosh
Mayor

ATTEST:

Sarah A. Brunn
City Administrator



August 2013

Backyard Poultry: Implications for Public Health and Safety

Authors: Tanya Bailey and Jean Larson, Minnesota Landscape Arboretum; University of Minnesota

Multidisciplinary review team and references available at z.umn.edu/PolicyBriefs

Summary of Findings:

- Keeping backyard poultry is predominantly regulated at the local level through county and city ordinances and zoning.
- Keeping backyard poultry as pets may contribute to overall human wellbeing through their companionship.
- Backyard poultry also can expose people to disease; live birds can appear healthy and show no sign of illness while carrying germs and bacteria that can make humans sick.
- Children, the elderly, pregnant women and individuals with compromised immune systems are at the greatest risk of getting disease from backyard poultry.
- Prevention practices can help minimize or eliminate infectious disease transmission, including thorough hand washing with soap and water after handling poultry, poultry feed, equipment or eggs; proper food preparation of poultry and eggs; and supervising children when handling live poultry.

Background

The number of urban-dwelling individuals and families who keep poultry in their backyards appears to be increasing. A 2010 US Department of Agriculture study in four urban areas (Los Angeles, Denver, Miami, New York) found that 4% of the households planned to get chickens within the next 5 years compared to less than 1% who had backyard poultry at the time of the survey. Keeping poultry is not a new phenomenon; communities have kept *Gallus domesticus*, the domestic chicken, as a source of food and income since at least 6000 BCE. One major difference today is that many backyard poultry owners develop attachments to their flock and view them as pets that contribute to a family's entertainment and sense of wellbeing. Some community members also perceive that keeping backyard poultry promotes safe, sustainable and economical food practices and enhances community understanding of agriculture, food and nutrition. Conflicts often arise where other community members feel that keeping backyard poultry creates noise, pests, disease and odor. Over half of the respondents to the USDA survey believed that chickens in urban areas would lead to more disease. This issue brief provides policy makers and community members a summary of the current science related to the public health and safety aspects of keeping backyard poultry. For this policy brief, keeping backyard poultry is defined as the care of a small flock of domesticated poultry, usually between one and 30 birds, for non-commercial and non-processing purposes.

Public health considerations with backyard poultry

Two major public health considerations emerge in relationship with backyard poultry, one a benefit and the other a risk. Since many backyard poultry owners regard their birds as pets, this companionship may provide health benefits. Studies of the human-animal bond have consistently shown that pets contribute to overall human wellbeing by demonstrating the positive social, cognitive, physical and emotional connections people experience through pet companionship. While the majority of respondents in the 2010 USDA study felt that eggs produced by

backyard chickens are better for you, scientific studies have not found them to be safer or more nutritious than commercially produced eggs.

The primary human health risk of backyard poultry is infectious disease transmission. Any live poultry or poultry product can carry germs that can make humans sick even though the birds appear healthy and show no sign of illness. The greatest human disease risks from poultry are the bacteria *Salmonella* and *Campylobacter* which both can cause diarrhea. Poultry can carry *Salmonella* in their intestines so that it is shed in their droppings, in or on their eggs, and can be transferred onto their feathers. *Salmonella* can cause diarrhea in humans ranging from mild to life threatening. In 2012, eight *Salmonella* outbreaks in the U.S. affecting over 450 people were due to direct contact with live poultry obtained from mail-order hatcheries for non-commercial use. The Centers for Disease Control and Prevention (CDC) advises poultry dealers and hatcheries to join the National Poultry Improvement Plan (NPIP), however, the NPIP does not certify that birds are free from *Salmonella* strains infectious to humans. *Campylobacter* illness in humans is most commonly associated with eating raw or undercooked poultry or poor sanitation in preparing the poultry.

Avian influenza, or bird flu, is another potential concern although this is currently not considered by animal health or public health experts to be a significant risk in backyard poultry in the U.S. Other common bird health concerns, such as parasites and worms, are not transferable to humans.

Recommended prevention measures for backyard poultry

Thorough hand washing with soap and water, prevention of cross-contamination, and proper cooking preparation of poultry are the most important safeguards against illness caused by *Salmonella* and *Campylobacter*. Children, the elderly, pregnant women and individuals with compromised immune systems are especially susceptible; they should be assisted or supervised when handling chickens so that any contact with fecal matter is minimized and thorough hand washing is accomplished afterwards.

Proper coop management is essential not only for poultry health but also to minimize public health concerns including flies, vermin (rats and mice) and odor. Regular removal of wet manure, bedding and feed will help to minimize odor, prevent bacterial growth and limit flies that can spread contamination. Storing poultry feed in rodent-proof containers helps prevent mice and rats. Proper composting of poultry manure is advised prior to using it as fertilizer because of the potential to contain harmful bacteria. Dead birds should be disposed promptly by burial, composting, incineration, or drop-off at designated sites. Equipment such as feeders and waterers need to be cleaned and sanitized regularly.

Implications for policy makers

While commercial poultry production is highly regulated by Federal and State Agencies, backyard poultry owners keeping chickens for non-commercial reasons are exempt from most of these regulations. The regulation of backyard poultry usually is limited to local ordinances. Some communities have no regulation of backyard poultry while others have developed extensive ordinances. These local ordinances vary widely; a survey of ordinances in 25 US cities that allowed backyard poultry found no two to be similar. Nevertheless many include an application process and license fee; limits on numbers of chickens allowed based on property size and coop space available; limits on roosters; parameters on coop and enclosure structures; restrictions on slaughter and nuisance clauses to manage aspects of noise, pests, odor, cleanliness and manure disposal. Variations in backyard poultry ordinances also include rules about selling eggs, slaughtering birds and what minimal feed, water, bedding, and veterinary care are required.

No universal ordinance appears appropriate for all communities looking to allow backyard poultry. Several recommendations were made in an effort to define the components of a just and well-functioning chicken ordinance, compiled in a review of pro-chicken ordinances from 25 cities (LaBadie 2008¹):

- The ordinance satisfies the needs of most stakeholder groups and acknowledges that some stakeholders on both sides of the issue will be unwilling to compromise
- The ordinance does not discriminate against certain populations, such as those of lower incomes who cannot afford high permitting fees, or those with smaller property sizes
- The ordinance allows for flexibility and provides choice, such as giving chicken keepers the right to choose their own coop design and building materials
- The ordinance allows for citizen input and participation in the ordinance forming process to assure that the ordinance fits the needs of , and is supported by the community
- The ordinance recognizes the role chickens can play in developing a more sustainable urban environment
- The ordinance recognizes the importance of the ordinance being clearly stated and easily accessible to the public, which will help ensure compliance and reduce violations.

Local governments may find it useful to consult with University Extension Services and public health agencies for specific advice in developing ordinances.

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Section 1125 – Livestock

Section 1125:00. Livestock Not Permitted: No person shall keep livestock in the corporate limits of this municipality. Violations of this section shall be a misdemeanor.

Section 1125:02. Definitions. As used in this section the following words shall have the meanings set forth hereafter:

Subd. 1. “Person” shall include an individual, whether singular or plural, male or female, a partnership, a joint venture, a corporation or other association, and the agent thereof.

Subd. 2. “Keep” means to have in possession or control whether as owner or as agent or employee for the owner. In the context of this section, the time or duration of keeping shall have no relation to the definition of “keep,” that is, whether said livestock is being raised over a period of time or merely brought into the city temporarily until shipped to another destination. “Keep” does not include:

- (a) the riding of livestock in the city, although it does include the holding of livestock in the city for riding, such as riding stables, whether or not for hire;
- (b) the importing of livestock into the city for slaughter by a slaughtering house in the city on the day of importing;
- (c) the importing of livestock into the city on a truck or trailer if said livestock is not removed from such truck or trailer, except that transfer of livestock on the day of importing directly from one vehicle to another vehicle shall be permitted;
- (d) licensed special events; or
- (e) the provision of veterinary services.

except as defined in section 1130

Subd. 3. “City” means the City of Foley.

Subd. 4. “Livestock” means horses; mules; donkeys; buffalo; cattle; swine; sheep; goats; elk; llama; fowl including pigeons, ducks, geese, turkeys, and chickens, or other farm animals. “Livestock” shall include animals raised for fur. “Livestock” shall include the singular as well as the plural.

Section 1125:04. Owner or Lessee Responsible. The Owner or lessee or person in lawful possession of the real estate in the City shall be responsible for compliance with this section.

Section 1125:06. Existing Licensed Livestock. Existing licensed livestock kept within the City at the effective date of this ordinance shall be removed within a reasonable period of amortization. The amortization period in which existing livestock must be removed, shall be five years from the effective date of this ordinance. As existing livestock are removed during the amortization period, they cannot be replaced.

Section 1125:08. Misdemeanor. Any person who violates any provisions of this Ordinance shall be guilty of a misdemeanor.

Section 1125 of the 1974 Code of Ordinances was amended by Interim Ordinance Number 388, passed and adopted July 6, 2010.

Section 1125 of the 1974 Code of Ordinances was repealed and replaced in its entirety by Ordinance Number 389, passed and adopted September 7, 2010.



Common concerns with backyard or urban poultry keeping

Quick facts

- Common concerns for backyard or urban poultry include disease, noise, odor, pests and waste management.
- Washing your hands before and after handling birds can help prevent disease spread.
- Always properly prepare and cook poultry products to prevent illness.
- Keeping your coop clean and free of wet feed can manage odor and pests around small flocks.

Town and city governments have common concerns when they consider requests by residents to keep poultry in urban settings. These concerns include disease, noise, odor, pests and waste management.

Poultry diseases and transmission to humans (zoonosis)

The main diseases of concern in poultry include:

- Salmonellosis
- Campylobacteriosis
- Chlamydophilosis (psittacosis)
- Avian influenza



Salmonella and campylobacter

Illness from salmonella and campylobacter typically result from eating contaminated food that is improperly cooked or prepared. Salmonella and campylobacter can exist in the bird's gut and in turn the bird's feces. Thus handling feces can be a concern. However, usually neither are present in the gut of poultry.

The number of human salmonella outbreaks from handling live poultry has increased over the years. The [Centers for Disease Control \(CDC\)](#) regularly update reports on current outbreaks from a variety of causes.

People, especially children, should wash their hands before and after handling live poultry to prevent disease. The CDC reports that most individuals with salmonella had handled chicks or ducklings. Of those individuals, 45 percent were children. Being aware of and educating children on proper poultry handling can help prevent salmonella illness.

- Avoid close contact with birds such as hugging or kissing—13 percent of sick patients had kissed birds.
- When handling birds, don't touch your hands to your face until you've washed them with soap and warm water; don't eat or drink around birds.
- Avoid keeping poultry inside your household—46 percent of sick patients had housed poultry inside their homes.
- Always wash your hands with warm soapy water after handling birds.
- Change your clothing and shoes after handling and caring for birds.



Washing your hands before and after handling poultry can prevent the spread of disease.

Read tips on [preventing salmonella infection](#) from the CDC's website.

Avian influenza

Avian influenza is a respiratory disease in birds that can occur from many different subtypes of influenza virus. Most subtypes don't affect humans (zoonotic). One subtype, found in Europe and East Asia, can pass from birds to humans. This subtype has

not been diagnosed in people in the United States, but national and state programs exist to monitor U.S. poultry and wild birds for this subtype.

Parasites

Parasites of poultry must live on or inside the birds to survive. These parasites don't infect humans. External parasites such as the northern fowl mite, live on birds and aren't infectious for people. Intestinal parasites, such as coccidia and roundworms can live in the gut of poultry but don't infect humans, dogs or cats.

Chlamydophila

Chlamydophilosis is rarely diagnosed in domestic poultry, usually turkeys or pigeons, and is generally not a disease of chickens. Most cases of chlamydophila infection are diagnosed in psittacine birds such as parrots and only on rare occasions. Chlamydophila infection spreads after coming in contact with respiratory secretions or feces of sick birds.

Noise

- Roosters and hens vary in the noises they make. Mature roosters will crow while hens make a clucking noise.
- Clucking tends to be a soft tone, but hens can have loud alarm call if startled or threatened. These calls occur over a short time period and end when the threat is over or identified.
- Typically, chickens vocalize very little during the night time hours unless the birds become startled.
- Hens that have reproductive failures can adopt male behaviors like crowing.

Odor and manure management

- Odor occurs when poultry manure accumulates.
- A small number of birds won't produce much manure.
- Routine cleaning of the coop will prevent odor issues from arising.
- Owners can use removed bedding and manure as a fertilizer in the fresh or composted form.

Pests

- Birds, manure and feed can all attract pests to small flocks. Keeping the coop clean and properly storing feed can reduce the number of flies around flocks.
- Keep bedding dry and remove soiled bedding and wet feed.
- Cleanliness will also reduce problems with rodents such as house mice and Norway rats.
- Larger pests or predators such as foxes, raccoons and coyotes that already reside in urban areas may take an occasional chicken. However, small flocks kept in any one area are unlikely to attract and sustain any number of predators.

Sally Noll, Extension poultry scientist; Rob Porter, DVM, Extension poultry specialist; Wayne Martin, Extension educator; Todd Arnold, associate professor, College of Agricultural, Food and Natural Resource Sciences

Reviewed in 2020

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<https://extension.umn.edu/small-scale-poultry/common-concerns-backyard-or-urban-poultry-keeping>

SMALL AND BACKYARD POULTRY

Welcome to the Poultry Extension website

DEVELOPING REGULATIONS FOR KEEPING URBAN CHICKENS

Written by: *Dr. Jacquie Jacob, University of Kentucky and Dr. Ken Anderson, North Carolina State University*

There is a growing interest in keeping chickens in urban areas in North America. Whether a family can keep poultry in the backyard depends on the state, county, and city ordinances. Community regulations might also come into play – current regulations vary from city to city. The main benefit of a backyard flock stems from the human-animal bond, as well as the production of a food item, primarily eggs. However, many individual's have concerns related to public health and community well-being. These include the spread of disease, waste management, poultry pests, predators, noise, and odor. The validity of the proposed benefits and negative effects are not currently supported by any published research. Polluck et al. (2012) suggest that the issue be approached much like concerns over keeping dogs.

PROPOSED BENEFITS

Raising chickens in an urban backyard is not much different having a companion animal such as a cat or dog. In a recent USDA survey, Garber et al. (2007) noted that the most common reason for having backyard flocks was for fun or as a hobby. Additional reasons included family tradition, lifestyle, and food production, as well as the desire to expose children to food production, general affection for birds, and insect control.

There is research to support the idea that improved emotional well-being results from keeping companion animals (Wells, 2009). Emotional benefits include increased social interaction and reduced feelings of loneliness, isolation, and depression. If backyard chickens are considered companion animals, keeping them will likely have the same positive effects

Eggs are the main food item produced by backyard flocks. The local production allows families to have some control over their food production. Given the economies of scale, however, it is rarely possible for the keeper of a backyard flock to produce eggs at a lower cost than those available in the grocery store. Chickens can eat some kitchen scraps, but it is still necessary to feed them a complete feed in order to sustain egg production. When chickens are fed household waste, there is an environmental benefit to raising backyard chickens. An additional environmental effect is the supply of chicken manure, which when properly handled, is a good garden fertilizer, reducing the need for commercial fertilizers.

When the chickens are allowed to roam in the yard, they may eat garden pests and weeds, serving as biological control. Unfortunately, chicken foraging behavior can have negative impacts on the plants themselves.

Some believe that eggs produced at home are more nutritious than store-bought eggs, but the research does not support this belief (Anderson, 2011; Kasrten et al. 2010). Eggs, whatever the source, are an excellent source of protein.

FACT OR FICTION

Sources of disease transmission to commercial poultry operations

Smith and Dunipace (2011) reviewed the literature on the role of backyard poultry flocks in past avian influenza outbreaks and concluded that the role is very small. They indicate that the small flock size and limited contact with commercial operations reduced the likelihood that backyard flocks are a risk to transmit the disease to commercial poultry operations. They back up this opinion with several case studies. For example, in the 2004 outbreak of avian influenza (H7N3) in British Columbia, Canada, the odds of infection were 5.6 greater for commercial flocks (>1,000 birds) than for backyard flocks. In addition, backyard flocks were always discovered by surveillance of nearby backyard flocks. In addition, backyard flocks were always discovered by surveillance of nearby backyard flocks after nearby commercial flocks had been infected. Similarly, in the 2002 avian influenza (H7N2) outbreak in Virginia, not a single backyard flock was reported to be infected.

Public Health Issues

The public health issues of concern are the spread of infectious disease from birds to humans and food poisoning from consumption of food items produced (meat or eggs). There are a number of hypothetical means through which people can be exposed to poultry diseases from backyard flocks. These include direct contact, waste handling, and egg consumption. There are a number of avian diseases that are zoonotic. The spread of avian diseases, however, is primarily associated with other poultry and wild birds rather than with chickens. Avian influenza and salmonellosis are two exceptions. Avian influenza has received a lot of attention because of the outbreaks of avian influenza among humans in Asia, but the concerns are restricted to Asian backyard flocks. There has not been a single case of H5N1 (the strain of Asian avian influenza) anywhere in the United States.

Salmonellosis and campylobacteriosis can pose an ongoing threat to human health in North America. A New Zealand study (Anderson et al., 2012) reported that *Campylobacter* exposure in people. When dogs are kept in the same area as chickens, the dog may eat the fecal material and could hypothetically transmit salmonellosis to household members. While there have been a few cases of salmonellosis in humans keeping backyard flocks, salmonellosis is not typically a problem in properly maintained flocks.

Waste management

Proper manure management is essential for controlling disease risk, odors, and flies. Most concerns regarding poultry waste are related to the quantities produced on large-scale farms. Small-scale operations, as well as backyard flocks, can also contribute to environmental pollution if they have high bird density and poor manure management. Most city ordinances restrict the number of birds allowed in a backyard flock. It is also rare for urban centers to be situated near important water reservoirs. This dramatically reduces the risk of environmental pollution from backyard flocks. The weight of fresh manure

output is about 115% of the total dry feed intake. So, to estimate the amount of manure a flock will produce, you can multiply the flock's total feed consumption and multiply by 1.15. A hen typically eats a quarter pound of feed a day. Fresh manure is 75% water, and some of the moisture will evaporate from manure accumulating in a poultry house. It is important to keep the manure dry. By keeping the litter dry, only about one-third of the calculated weight of the fresh manure will remain. Composting the used bedding produces an excellent fertilizer for vegetable or flower gardens.

Pest populations

The main pests of concern for poultry include external parasites such as mites, lice, bedbugs, fleas, and soft ticks. Additional pests of concern include darkling beetles, flies, moths, cockroaches, and rodents. There is very little research to reach any conclusions about the effects of pests on backyard flocks. Rodents, especially mice, will eat feed and contaminate it with salmonella. In addition to transmitting disease, rodents can also spread lice, fleas, and mites. Health risks from backyard flocks depend on the cleanliness and security of the chicken coop, as well as the nature of waste management and feed storage.

Noise

Most city ordinances do not allow roosters because of the crowing. It is not feasible to prevent a rooster from crowing, and roosters will crow throughout the day. Some city ordinances allow for the temporary keeping of roosters for breeding purposes, but that is rare.

Hens have also been accused of being a noise nuisance. A hen will squawk during egg-laying. The squawking can continue for up to five minutes but varies considerably. The city of Pleasanton, California, recorded the noises

from a squawking hen at a distance of two feet and obtained a 63 dBA. By comparison, dogs are considered a noise disturbance when barking exceeds 100 dBA (Coopala et al., 2006),. Minimizing the number of hens allowed in a backyard flock will minimize the nuisance.

Odor

Keeping chicken coops clean and properly disposing of waste will minimize any odors from backyard poultry flock. Composting of used poultry bedding dramatically reduces any risk of odors. For more information on composting, see the article on [composting poultry litter in your backyard](#) from the University of Kentucky.

POINTS TO CONSIDER

A large portion of the urban population has very little contact with food animals, purchasing their meat, eggs, and milk from the grocery store. This disconnection results in limited knowledge about how to care for livestock such as poultry. A survey of Madsen et. (2013) identifies gaps in the disease prevention and biosecurity practices of backyard flocks.

Per a review of some of the current city ordinances related to backyard poultry flocks, the following questions need to be addressed in the establishment of new city ordinances.

- ***What species of poultry will be allowed?*** Most urban areas allow only chickens, though some do not restrict the kind of poultry that can be raised. Waterfowl can produce a lot of wet manure and tend to be more of an odor problem.

- **What is the maximum number of adult birds that are backyard can have?** Most ordinances allow between five and six.
 - What factors should you consider to limit the number of birds? Factors include land size, for example.
 - Will there be exceptions for community flocks?
- **Are roosters allowed?** Most urban areas do not allow roosters because of the noise. Some city ordinances do allow roosters because roosters are required for breeding a poultry flock. Some allow roosters to be kept temporarily for breeding purposes.
- **Will a permit be required?** Several cities require flock owners to get a permit in order to keep chickens in the backyard, but permit requirements are rare. In communities that do require a permit, requirements differ on several key points.
 - Will there be a fee for a permit?
 - What does the application involve?
 - Do prospective owners have to get neighbor approval?
 - Will prospective owners be required to take a course before they can get a permit? If so, who will provide the training?
 - Will there be inspections of the facilities to verify the correct application of the rules? And if so, what are the consequences of violations?
 - How often does the permit need to be renewed?
- **Will there be coop restrictions?** These could include requirements that a coop is set back from neighboring properties. ‘Setback’ regulations are very common, but not universal.
- **Will the chickens have to be tagged for identification?** This is rare, and in some places strongly opposed.

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Section 1130 – Small Animals

Section 1130:00. Small Animals. “Small Animals” means dogs; cats; rabbits; guinea pigs; domesticated rabbits; fish; non-poisonous, non-constricting reptiles, amphibians; and other similar animals.

egg laying or show chicken hens

Section 1130:02. Definitions. As used in this section the following words shall have the meanings set forth hereafter:

Subd. 1. “Person” shall include an individual, whether singular or plural, male or female, a partnership, a joint venture, a corporation or other association, and the agent thereof.

Subd. 2. “Keep” means to have in possession or control whether as owner or as agent or employee for the owner. In the context of this section, the time or duration of keeping shall have no relation to the definition of “keep,” that is, whether said small animal is being raised over a period of time or merely brought into the city temporarily until shipped to another destination.

Subd. 3. “City” means the City of Foley.

Section 1130:04. Owner or Lessee Responsible. The Owner or lessee or person in lawful possession of the real estate in the City shall be responsible for compliance with this section.

Section 1130:06. Setback. No structure or enclosure where small animals are kept shall be maintained closer than five (5) feet from any property line.

Section 1130:08. Number of Animals Limited. Not more than three small animals shall be kept on any premises within the limits of this municipality, without a special written permit issued by the Council after an inspection of the premises and a finding of fact that no nuisance will be created thereby. Such permit shall be for the term of one year and shall not be renewed without a reinspection and certification as above provided. The permit shall expire on the first day of July of each year. The permit fee shall be in an amount to be determined by the Council from time to time. This provision shall not apply to licensed special events or the provision of veterinary services.

Section 1130:10. Enclosures. All structures or enclosures where small animals are kept or permitted to be shall be maintained in a clean and sanitary condition, devoid of all rodents and vermin, and free from objectionable odors. The Board of Health, upon complaint of any individual, shall inspect such structure or premises and issue any such order as may be necessary to carry out the provisions of this section.

Section 1130:12. Running at Large. No small animal shall be permitted to run at large within the limits of the City of Foley. Any such small animal shall be deemed to be at large when it is off the premises owned, rented or occupied by its owner, caretaker or custodian and unaccompanied by the owner, caretaker or custodian of the owner.

Section 1130:14. Misdemeanor. Any person who violates any provisions of this Ordinance shall be guilty of a misdemeanor.

Section 1130 of the 1974 Code of Ordinances was amended by Interim Ordinance Number 388, passed and adopted July 6, 2010.

Section 1130 of the 1974 Code of Ordinances was repealed and replaced in its entirety by Ordinance Number 390, passed and adopted September 7, 2010.



Urban Agriculture and

Backyard Chickens

Amended November 2018



A Blueprint Developed by the Cass Clay Food Partners

Backyard Chickens

This issue brief will provide background information related to urban chickens, and address the common concerns and benefits from a health, environment, social, and economic standpoint. The brief will also address how each concern can be remedied through ordinance language and education. Appendices have been provided to share how regional jurisdictions are addressing backyard chickens as well as example policy language from other jurisdictions.

Background

Hundreds of cities across the U.S. and at least 20 communities in Minnesota, including Fergus Falls, have permitted urban chicken keeping. People have a desire for urban chickens for a number of reasons, including companionship, teaching children about agriculture, and the ability to raise one's own food (one hen provides on average 3-4 eggs per week). After setting up the coop and the initial learning curve, urban chicken farmers say a small flock can be as easy to raise as a dog.

The following are common issues addressed in local ordinances:

- Number of birds permitted per household
- Permit and fee process
- Regulation of roosters
- Enclosure/containment restrictions
- Distance of coop from other homes/property line (setback)
- Location on the lot (e.g. backyard)
- Nuisance clause
- Requiring written consent by neighbors
- Storing chicken feed in rat-proof containers
- Slaughtering restrictions
- Number of chickens based on property size
- Restrictions of chickens in multi-family areas
- Zoning
- Violation or penalty
- If eggs can be bought/sold or only consumed by owner

Table 1. Summary of chicken keeping approval in local jurisdictions (as of November 2018)

Moorhead	Dilworth	Clay County	Fargo	West Fargo	Cass County	Horace
Prohibited	Prohibited	Permitted as accessory use*	Permitted with conditions**	Prohibited	Permitted***	Not addressed

** For Residential Parcels: Minimum parcel size of two acres. A maximum of one animal unit per fenced acre of usable area (one chicken=0.01 animal unit). Fences should be located at least 10 ft from adjoining property lines. All manure shall be properly disposed of. Note: feedlots have different standards*

***Up to 4 chickens may be kept, no roosters are permitted, owners must provide a coop or shelter (check section 12-0310 of the ordinance for specifics on coop and run requirements), coops and runs may not be located in the front yard and must be at least 3 feet from any adjacent premises, chickens may not run at large and need to be kept in the coop and run at all times unless under the direct supervision of an adult, no slaughtering within city limits, an annual \$10 permit is required and can be obtained through the City Auditor's office.*

Check the following website for additional information including links to sections in the municipal code where backyard chicken keeping is addressed: <https://fargond.gov/city-government/departments/fargo-cass-public-health/nutrition-fitness/let-s-eat-local/fargo-backyard-chicken-keeping> or www.letseatlocal.org.

***Requires a 250 foot buffer zone and individual townships may have their own zoning regulations.

Table 2. Framework for evaluating urban chicken keeping

DOMAIN	BENEFIT	CONCERN
Health	Increases access to nutritious food source	Disease risk ¹
Environment	Keeps yard clean by eating bugs, pests, and weeds Chicken droppings can be composted and used as fertilizer, as long as safe composting practices are used Reduces food waste going into the garbage by feeding it to chickens instead Sustainable way to raise food in an urban environment (i.e. less energy used for transportation)	Attraction of unwanted pests or predators
Economic	Possible financial relief for low-income families Potential for individuals to sell backyard chicken eggs (if permitted) Reduces kitchen waste in municipal trash collection system	Cost of permitting fee, setting up a coop and the equipment may be cost prohibitive for low-income families Jurisdiction cost of monitoring and addressing issues Disposal of dead birds can be expensive for individuals if the only disposal option is a vet's office
Social	Can be regarded as pets and allows for positive social, cognitive, physical and emotional connection Increases awareness of the food cycle and connection to agriculture Can bring neighbors together Provides companionship Provides a positive family activity	Possibility of noise nuisance If not properly cared for, possibility of odor or not visually appealing Can be difficult to keep in winter

¹ Human Health Concerns about Raising Poultry. Illinois Dept of Public Health. Accessed 2015 January 21.
<http://www.idph.state.il.us/health/infect/Poultry.htm>

Table 3. Common urban chicken keeping concerns addressed

CONCERN	MORE INFORMATION	POSSIBLE SOLUTIONS
Disease	<p>Contracting a communicable disease, like the flu or respiratory illness is negligible for urban poultry farming because of the size of the flock. This is a larger concern in industrial farming.</p> <p>Bacteria, like <i>Salmonella</i>, can be found in poultry droppings.</p>	The hazards of bacterial infections can be mitigated by education regarding how to handle and care for poultry, including washing hands after returning indoors, and how to properly compost droppings for fertilizer. This can easily be addressed by educating urban chicken farmers with printed materials or offering classes.
Attracting pests	Flies and other pests lay their eggs in droppings because they like moisture.	Pests can be minimized through proper bedding care, and the chickens help by eating pests.
Attracting predators	Chickens should not attract urban predators any more than a cat or dog.	With the exception of hawks, most predators are nocturnal while chickens are diurnal (active during the day). Enclosing the chickens at night should prevent predators from accessing the chickens.
Cost for low-income families		Part of the Metropolitan Food Systems Plan is addressing issues of food access, possible barrier reduction could include funding and management from outside sources, like a non-profit, to cover the startup costs.
Disposal		<p>For a fee, the Vet Diagnostic Lab at NDSU will provide dead animal disposal.*</p> <p>Other communities have offered these options:</p> <ol style="list-style-type: none"> 1. City provides dead animal pick-up free of charge 2. Buried on property at least two feet down 3. Closed securely in a plastic bag and placed in the municipal trash
Noise	Hens “talking” at their loudest, speak at the same decibel level as human conversation (about 60 decibels). This is also personality-based; some hens are more talkative than others. Roosters crow at about the same decibel level as a barking dog (90 decibels).	A majority of urban ordinances ban roosters, because of their loud crowing.
Smell	Chicken manure is high in nitrogen, which can lead to an ammonia smell if not properly cared for.	Adding carbon material, like dried leaves and straw, to the bedding will get rid of the smell; it is all about carbon to nitrogen ratio. Odor can be remedied through quality bedding.
Winter keeping		Proper education can reduce the impact of winter poultry farming: make sure to keep combs warm and use a heat lamp when the temperature gets below 20 degrees.

*NDSU Veterinarian Diagnostic Lab: <http://www.vdl.ndsu.edu/tests/general-investigation>

Resources

If you have questions, please contact Kim Lipetzky with the Fargo Cass Public Health Office at 701-241-8195 or klipetzky@fargond.gov.

Case study on the process for passing the backyard chicken ordinance in Fargo:

http://download.fargond.gov/0/case_study_fargo_city_chickens3.pdf

Check the University of Minnesota Extension website for helpful information on backyard chicken keeping including the Raising Chickens for Eggs webpage: <https://extension.umn.edu/small-scale-poultry/raising-chickens-eggs>

Appendix A: Backyard Chicken Keeping in Regional Jurisdictions

Bismarck, ND

Urban chicken keeping is not permitted.

Duluth, MN

Allows for backyard chickens with common restrictions (must have a license, no more than five hens, no roosters, no slaughtering, coop requirements, fenced yard, etc.).

Grand Forks, ND

Urban chicken keeping is not permitted.

Lincoln, NE

Allows for backyard chickens with common restrictions (must have a permit, number of chickens based upon property and shelter size, no roosters, sanitation requirements, etc.).

Mankato, MN

In 2010, the city passed a temporary ordinance allowing urban chicken keeping, but no one applied in the two-year period. (The ordinance expired as of 2012.) If there was more interest from residents, it is likely that their city council would pass another ordinance allowing urban chicken keeping.

Rochester, MN

Allows for backyard chickens with common restrictions (must have a permit, no more than three hens, no roosters, coop requirements, sanitation requirements, etc.).

Sioux Falls, SD

Urban chicken keeping is permitted with common restrictions (must have license, no more than six hens, no roosters, nuisance clause, etc.).

Appendix B: Example Ordinances

Ann Arbor, MI (population 117,025)

Chapter 107 (Animals) - 9:42. Keeping of Chickens

(1) Any person who keeps chickens in the City of Ann Arbor shall obtain a permit from the City prior to acquiring the chickens. No permit shall be issued to a person, by the City, and no chickens shall be allowed to be kept unless the owners of all residentially zoned adjacent properties (as defined below in subsection 3 (j)) consent in writing to the permit and this consent is presented along with an application for a permit. Written statements waiving the distance requirement in subsection (3) below shall also be submitted at the time of application and become a part of the permit if issued. Application shall be made to the City Clerk and the fee for the permit shall be as determined by Council resolution.

Permits expire and become invalid five (5) years after the date of issuance. A person who wishes to continue keeping chickens shall have obtained a new permit on or before the expiration date of the previous permit. Application for a new permit shall be pursuant to the procedures and requirements that are applicable at the time the person applies for a new permit.

(2) Notwithstanding the issuance of a permit by the City, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include but are not limited to deed restrictions, condominium master deed restrictions, neighborhood association by-laws, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit the keeping of chickens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

(3) A person who keeps or houses chickens on his or her property shall comply with all of the following requirements:

- a. Have been issued the permit required under subsection (1) of this section.
- b. Keep no more than four (4) chickens.
- c. The principal use of the person's property is for a single-family dwelling or two-family dwelling.
- d. No person shall keep any rooster.
- e. No person shall slaughter any chickens.
- f. The chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times. Fenced enclosures are subject to all provisions of Chapter 104 (Fences).
- g. A person shall not keep chickens in any location on the property other than in the backyard. For purposes of this section, "backyard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two family structure and extending to the side lot lines.
- h. No covered enclosure or fenced enclosure shall be located closer than ten (10) feet to any property line of an adjacent property;
- i. All enclosures for the keeping of chickens shall be so constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. A covered enclosure or fenced enclosure shall not be located closer than forty (40) feet to any residential structure on an adjacent property provided, however, this requirement can be waived as follows:

(i) If the principal use of applicant's property is for a single-family dwelling, to obtain such a waiver the applicant shall present at the time of applying for a permit the written statements of all adjacent landowners that there is no objection to the issuance of the permit.

(ii) If the principal use of the applicant's property is for a two-family dwelling, to obtain such a waiver the applicant shall present at the time of applying for a permit the written statements of all adjacent landowners and of the occupants of the other dwelling stating that there is no objection to the issuance of the permit.

j. For purposes of this section, adjacent property means all parcels of property that the applicant's property comes into contact with at one or more points, except for parcels that are legally adjacent to but are in fact separated from the applicant's property by a public or private street.

k. All enclosures for the keeping of chickens shall be so constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.

l. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rats, mice, or other rodents shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.

m. If the above requirements are not complied with, the City may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.

(4) A person who has been issued a permit shall submit it for examination upon demand by any police officer or code enforcement officer.

Boston, MA (population 645,966)

SECTION 89-9. Accessory Keeping of Hens.

1. Use Regulations. See Underlying Zoning for applicable use regulations.

(a) For all areas covered under the Base Code, see Article 8 – Use No. 76.

(b) For all other areas not covered under the Base Code, see Use Regulation Table in specific Article.

(c) Where the Accessory Keeping of Animals is a Conditional Use in the applicable Underlying Zoning, the Board of Appeal shall not grant a Conditional Use Permit for the Accessory Keeping of Hens unless the following conditions are met.

(d) The maximum number of adult Hens in all Districts and Subdistricts not covered under the Base Code shall be six (6) per Lot.

(e) The maximum number of non-egg-laying replacement Chicks or Pullets in all Districts and Subdistricts not covered under the Base Code shall be six (6) per Lot.

(f) Roosters are expressly Forbidden.

(g) The on-site slaughtering of Hens is prohibited.

2. Dimensional Regulations.

(a) Maximum Height.

i. Coop. Enclosed Coop space shall not exceed eight (8) feet in height.

ii. Run. Runs shall not exceed eight (8) feet in height.

(b) Size.

i. Coop. Coop space must allow a minimum of two (2) square feet per Hen and one (1) nest box per three (3) Hens within, and shall not exceed a maximum size of eight (8) feet by six (6) feet.

ii. Run. Runs must allow a minimum of four (4) square feet per Hen, but in no case shall occupy more than twenty-five percent (25%) of the rear yard.

(c) Setbacks.

i. Subject to Article 10 (Accessory Uses), Coops and Runs shall be set back five (5) feet from all property lines in all Districts and Subdistricts unless there is a solid, opaque barrier such as a wall of fence along the property line.

ii. Coops and Runs shall not be located in the front yard or in a side yard that abuts a street in all residential and commercial Districts and Subdistricts.

iii. Coops and Runs shall not be within a fifteen (15) foot buffer of habitable structures on adjacent properties in all residential Districts and Subdistricts unless prior permission is granted in writing by the neighboring property owner(s).

(d) Materials.

i. All Coops shall be made of washable and sanitizable material such as fiberglass reinforced plastic.

ii. All Runs shall have a securely built frame, preferably wooden; shall be covered in wire mesh material such as hardware cloth; and designed to be predator proof.

(e) Screening.

i. Any portion of the Coop or Run directly visible from a street at any distance shall be screened by either a fence that is constructed to be at least sixty percent (60%) opaque or a landscaped buffer of at least four (4) feet in height.

(f) Free Ranging.

i. Free-ranging of adult egg-laying Hens shall be supervised and is allowed exclusively in fenced yards with consent of all residents and property owners who have legal access to the premises.

Fergus Falls, MN (population 13,351)

(F) Keeping of Chickens.

(1) Chickens permitted. It is unlawful for any person to own, control, keep, maintain or harbor chickens on any premises within the City unless issued a permit to do so as provided in this section. No permit shall be issued for the keeping or harboring of more than four (4) female chickens or hens on any premises. The keeping or harboring of male chickens or roosters is prohibited.

(2) Definitions. For the purpose of this paragraph, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"CHICKEN" means a female chicken or hen.

"AT LARGE" means a chicken out of its chicken run, off the premises or not under the custody and control of the owner.

"CHICKEN COOP" means a structure for housing chickens made of wood or other similar materials that provides shelter from the elements.

"CHICKEN RUN" means an enclosed outside yard for keeping chickens.

"PERSON" means the resident, property owner, custodian, or keeper or of any chicken.

"PREMISES" means any platted lot or group of contiguous lots, parcels or tracts of land and is located within the city.

(3) Permit. No person shall maintain a chicken coop and/or chicken run unless granted a permit by the Animal Control Officer. The Animal Control Officer is authorized to issue a maximum of 12 permits annually for the keeping of chickens. The permit shall be subject to all the terms and conditions of this section and any additional conditions deemed necessary by the Animal Control Officer to protect the public health, safety and welfare. The necessary permit application may be obtained from the City Administrator's office. Included with the completed application must be a scaled diagram that indicates the location of any chicken coop and/or chicken run, and the approximate size and distance from adjoining structures and property lines, the number and species of chickens to be maintained at the premises, and a statement that the applicant/permittee will at all times keep the chickens in accordance with this ordinance and all the conditions prescribed by the Animal Control Officer, or modification thereof, and failure to obey such conditions will constitute a violation of the provisions of this section and grounds for cancellation of the permit. The applicant shall include written consents/approval of the keeping of chickens on their premises from all abutting property owners, or shall provide proof of the certified mailing of a notice, and copies of said notice(s) to all abutting property owner(s) which advises the abutting property owner(s) the applicant is applying for a permit from the City of Fergus Falls for the keeping of chickens on their premises, the abutting property owner may object to the applicant's permit application, any objection must be received by the Animal Control Officer within 10 days of the mailing date of said notice, and failure to provide written objections to the Animal Control Officer within 10 days of the mailing of said notice will authorize the Animal Control Officer to issue a permit for the keeping of chickens to the applicant at their premises. Upon receipt of a permit application, the Animal Control Officer shall determine if the application is complete and contains the required consents/approvals and/or proof of the certified mailing of the required notices. If the application is complete and includes written consents/approval from all abutting property owners, the Animal Control Officer shall issue a permit for the keeping of chickens to the applicant. If the application is complete and includes proof of mailing certified notices to abutting property owner(s) as required by this section, the Animal Control Officer shall issue a permit to the applicant 10 days after receipt of the completed application, unless the Animal Control Officer receives a written objection from an abutting property owner objecting to the applicant's application for the keeping of chickens, in which case no permit shall be issued. No permit shall be issued for an incomplete application or for the keeping of chickens on any rental premises. A permit for the keeping of chickens may be revoked or suspended by the Animal Control Officer for any violation of this section following written notice. The applicant / permittee may appeal the revocation or suspension of their permit by requesting in writing a hearing before the city council within seven (7) days of the notice of revocation or suspension. The request for hearing must be either postmarked or received in the city administrator's office within seven (7) days of the date of the notice. The city council shall hold a hearing on the applicant/permittee's request for hearing within thirty (30) days of the request for hearing. An annual fee will be set by resolution.

(4) Confinement. Every person who owns, controls, keeps, maintains, or harbors chickens must keep them confined at all times in a chicken coop and chicken run and may not allow the chickens to run at large. Any chicken coop and chicken run shall be at least twenty-five (25) feet from any residential structure or any other structures on any adjacent premises.

(5) Chicken Coops and Chicken Runs.

(a) All chicken coops and chicken runs must be located within the rear yard subject to a twenty (20) foot setback from any adjacent premises and be at least twenty-five (25) feet from any residential structure or dwelling or any other structures or dwellings on any adjacent premises. All chicken coops must be a minimum of four (4) square feet per chicken in size, must not exceed ten (10) square feet per chicken in size and must not exceed six (6) feet in total height. Attached fenced-in chicken runs must not exceed 20 square feet per chicken and fencing must not exceed six (6) feet in total height. Chicken runs may be enclosed with wood and/or woven wire materials, and may allow

chickens contact with the ground. Chicken feed must be kept in metal predator proof containers. Chicken manure may be placed in yard compost piles.

(b) Chicken coops must either be:

(i) Elevated with a clear open space of at least twenty-four (24) inches between the ground surface and framing/floor of the coop; or,

(ii) The coop floor, foundation and footings must be constructed using rodent resistant construction.

(c) Chicken coops are not allowed to be located in any part of a home and/or garage.

(d) Chickens must be secured in a chicken coop from sunset to sunrise each day.

(6) Conditions and Inspections. No person who owns, controls, keeps, maintains, or harbors chickens shall permit the premises, whether the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be in such condition that noxious odors are carried to adjacent public or private property. Any chicken coop or chicken run authorized by permit under this section may be inspected at any reasonable time by the Animal Control Officer, Law Enforcement Officer or other agent of the City. A person who has been issued a permit shall submit it for examination upon demand by the Animal Control Officer, Law Enforcement Officer or other agent of the City. Slaughter and breeding of chickens on any premises within the City is prohibited.

(7) Private Restrictions and Covenants on Property. Notwithstanding the issuance of a permit by the City, private restrictions and/or covenants on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include but are not limited to deed restrictions, condominium master deed restrictions, neighborhood association by-laws, covenant declarations and deed restrictions. A permit issued to a person whose premises are subject to private restrictions and/or covenants that prohibit the keeping of chickens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

(8) Refusal to Grant or Renew Permit. The Animal Control Officer may refuse to grant or renew a permit to keep or maintain chickens for failure to comply with the provisions of this section, submitting an inaccurate or incomplete application, if the conditions of the permit are not met, if a nuisance condition is created, or if the public health and safety would be unreasonably endangered by the granting or renewing of such permit.

(9) Removal of chicken coop and chicken run. Any chicken coop or chicken run constructed or maintained on any premises shall be immediately removed from said premises after the expiration of the permit or shall be removed within thirty (30) days upon ceasing to use the chicken coop and/or chicken run for the keeping of chickens.

(10) Residential Agricultural District. This ordinance does not apply to premises located in a residential agricultural district as that area is defined in this Code.

(11) Prohibited. The keeping of chickens, male or female, is prohibited in R-3, R-4 and R-5 Multiple-Family and Multiple-Residence Districts and all Business and Industrial Districts (B-1 through B-6 and I-1 through I-3) as those areas are defined in this Code.

(12) Violations a Misdemeanor. Any person who owns, controls, keeps, maintains or harbors chickens in the City of Fergus Falls without obtaining or maintaining a current permit or after a permit has been suspended or revoked by Council action shall be guilty of a misdemeanor.

Minneapolis, MN (population 400,070)

70.10. - Permit required.

(a) No person shall anywhere in the city keep, harbor, or maintain care, custody, or control over any small animal or any fowl such as a chicken, turkey, duck, or pigeon, without obtaining a permit issued by Minneapolis Animal Care and Control.

(b) Minneapolis Animal Care and Control may grant permit pursuant to this section after the applicant has sought the written consent of at least eighty (80) percent of the occupants of the several descriptions of real estate situated within one hundred (100) feet of the applicant's real estate. Such written consent shall be required on the initial application and as often thereafter as Minneapolis Animal Care and Control deems necessary.

(c) No permit shall be granted to keep any animal, fowl, or pigeon within a dwelling unit or part thereof, nor on any real estate which contains three (3) or more dwelling units.

(d) This section shall not apply to dogs, cats, ferrets, or rabbits nor to veterinarians or licensed pet shops or licensed kennels.

(e) Application for permit. Any person desiring a permit under this chapter shall make written application to Minneapolis Animal Care and Control. Approval of application is subject to conditions prescribed by Minneapolis Animal Care and Control. Failure to adhere to conditions is cause for cancellation of the permit and/or result in an administrative fine.

(f) Duration of permit. All permits issued shall expire on January 31 of the following year after its issuance unless sooner revoked. The application fee for such permit shall be fifty dollars (\$50.00) which shall be paid at the time of application. The annual renewal fee thereafter for such permit shall be forty dollars (\$40.00). Minneapolis Animal Care and Control will inspect the premises annually or as deemed necessary.

(g) Five-year permit. The fee for a five-year permit will be one hundred fifty dollars (\$150.00). All five-year permits issued shall expire on January 31 of the year following the fifth year after its issuance unless sooner revoked. Minneapolis Animal Care and Control will inspect the premises annually or as deemed necessary.

(h) Refusal to grant permit. Minneapolis Animal Care and Control may refuse a permit to keep or maintain animals or fowl hereunder for failure to comply with the provisions of this chapter, and shall refuse a permit if such animals or fowl should not be kept upon the premises described in the application for the permit. If any such permit is refused, the fee paid with the application shall be retained by Minneapolis Animal Care and Control.

(i) Enforcement. Minneapolis Animal Care and Control shall enforce the provisions of this chapter.

Park River, ND (population 1,390)

AN ORDINANCE RELATING TO CONTROL OF ANIMALS AND POULTRY

Animals and poultry not to be raised or kept in certain areas, penalty. No person or persons shall raise or keep any domestic animals or poultry, or both, of the species of horses, mules, asses, cattle, sheep, goats, swine, geese, chickens, ducks, turkeys, peacocks, guinea hens, or similar livestock or fowl within the city limits of the City of Park River, except as follows:

1. Up to 8 hen chickens (no roosters) will be allowed with a license.
2. Initial license must be approved by 75% of the property owners within 200 feet of the coop.
3. Applicant shall pay an initial license fee of \$25.00 and annual fee of \$5.00.
4. In the event a complaint has been filed with the City of Park River prior to renewal of said license within the past calendar year, the Building Inspector will determine if the license renewal is issued. If no complaints have been filed, the renewal shall be considered extended for all additional year provided payment is received.
5. Slaughtering of chickens on the premises is prohibited.
6. A separate coop and run is required to house the chickens. Coop must be located in the rear and be setback at least five feet from the property lines.
7. All premises on which hens are kept or maintained shall be an enclosed fence and be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding area must be cleaned to control odor so as not to be detectable on another property.
8. All grain and food stored for the use of the hens on premises with a chicken license shall be kept in a rodent proof container.
9. All applicants must notify the owner of the property if the applicant is not the owner.
10. A complaint against any person owning, keeping or harboring chickens may be filed with the City of Park River Building Inspector. If an investigation from the Building Inspector reveals that the use of chickens is in violation of this section or any other section of this Code the City Building Inspector shall have authority to require the owner or user of the property to fix, abate, or alleviate the problem. If the problem is not satisfactorily abated or alleviated the City Building Inspector shall have authority to revoke the license.

Salt Lake City, UT (population 191,180)

8.08.010: DOMESTIC FOWL AND LIVESTOCK; PERMIT REQUIRED:

A. Except as provided in Subsection B of this section, it is unlawful for any person to keep within the city any chickens, turkeys, ducks, geese, pigeons or other similar domestic fowl, or more than two (2) rabbits, or other similar animals, without first making application for and obtaining a permit from the office of animal services to do so. The fee for such permit shall be five dollars (\$5.00) per animal, but shall not exceed forty dollars (\$40.00) per year.

B. Notwithstanding Subsection A of this section, chickens may be kept in any area zoned as a residential district under Chapter 21A.24 of this code or its successor, subject to the requirements of Section 8.08.065 of this chapter.

SECTION 2. Amending Section 8.08.060. That Section 8.08.060 of the *Salt Lake City Code*, shall be, and hereby is, amended to read as follows:

8.08.060: HOUSING AND FEEDING OF ANIMALS; LOCATION RESTRICTIONS:

It is unlawful to house, keep, run or feed any of the above mentioned animals within fifty feet (50') of any structure used for human habitation except as provided in Section 8.08.065 of this chapter.

SECTION 3. Enacting Section 8.08.065. That Section 8.08.065 of the *Salt Lake City Code* shall be, and hereby is, enacted to authorize the keeping of chickens in residential districts, subject to certain requirements, as follows:
8.08.065: KEEPING CHICKENS:

A. Subject to the requirements of this section and any other applicable provision of this chapter, fifteen (15) hen chickens (and no roosters) may be kept on a lot or parcel of land in a residential district for the sole purpose of producing eggs. The principal use on the lot or parcel shall be a one-family dwelling, a two-family dwelling, or a multi-family dwelling. Notwithstanding the foregoing, a person who complies with the requirements of Section 8.08.030 of this title may keep chickens as provided in such section.

B. Chickens shall be confined within a secure outdoor enclosed area.

1. The enclosed area shall include a covered, ventilated, and predator-resistant chicken coop.

a. The coop shall have a minimum floor area of at least two (2) square feet per chicken.

b. If chickens are not allowed to roam within an enclosed area outside the coop, the coop shall have a minimum floor area of six (6) square feet per chicken.

2. The coop shall be located in a rear yard at least twenty-five (25) feet from any dwelling located on an adjacent lot.

a. The coop and enclosed area shall be maintained in a neat and sanitary condition and shall be maintained as provided in Section 8.08.070 of this chapter.

b. No chicken shall be permitted to roam outside the coop or enclosed area.

3. Chicken feed shall be stored and dispensed in rodent-proof and predator-proof containers.

C. Chickens shall not be kept on a residential lot or parcel unless the person keeping chickens first obtains a permit as provided in Section 8.08.010 of this chapter.

1. The permittee shall acknowledge the rules set forth in this section and shall, as a condition of permit issuance, agree in writing to comply with such rules.

2. The permit shall be good for one (1) year and may be renewed annually.

D. It shall be unlawful for any person to keep any chicken in a residential district in a manner contrary to the provisions of this section.

SECTION 4. Amending Section 8.08.080. That Section 8.08.080 of the *Salt Lake City Code*, shall be, and hereby is, amended to read as follows:

8.08.080: TRESPASS BY FOWL OR DOMESTIC ANIMALS:

It is unlawful for the owner or any person in charge of domestic fowl, such as turkeys, ducks, geese, chickens or other similar domestic fowls, or domestic animals such as dogs or cats, to permit such fowls or domestic animals to trespass upon the premises of another. It is unlawful for any person to house, keep, run or feed any such fowls within fifty feet (50') of any house used for human habitation except as provided in Section 8.08.065 of this chapter.



Foley Police Department

Calls for Service - 2024

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	10												
Equipment Vio.	56												
Speed	19												
DWI/DUI	2												
DAR/S/C	3												
# Citations Issued	*7												
Accidents	0												
Hit and Run	1												
Gas Drive Offs	4												
Thefts	7												
Child	12												
Controlled Substance	0												
Suspicious Activity	36												
Burglaries/Robbery	1												
Medicals/Welfare	26												
Assaults/Domestics	7												
Harassment	7												
CDP/Vandalism	1												
Animal Complaints	10												
City Ordinance	3												
Parking Tickets	14												
Disturbing the Peace	11												
Gun Permits	5												
Warrant Arrests	0												
Civil	6												
Lockout	4												
Assist other Agencies	26												
Special Events	1												
Misc.	92												
TZD Hours	0 Hours												
Total:	364												

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

From: [Jarod Griffith](#)
To: [Sarah Brunn](#)
Cc: [Mark Pappenfus](#)
Subject: FW: Foley Southside Layouts
Date: Tuesday, January 23, 2024 2:53:07 PM
Attachments: [image001.png](#)
[2024.01.23 Lot Layout 1.pdf](#)
[2024.01.23 Lot Layout 2.pdf](#)

Good Afternoon Sarah-
On average the lots are 10,000 SF. Please see the comments below.

Thanks

Jarod R. Griffith, PE (MN)
Civil Engineer I
Short Elliott Hendrickson, Inc.
320.229.4304 direct | 218.849.0539 mobile | 320.229.4300 main
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100% Employee Owned
Follow SEH on [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Instagram](#)

From: Kari Franklin <kfranklin@sehinc.com>
Sent: Tuesday, January 23, 2024 2:03 PM
To: Jarod Griffith <jgriffith@sehinc.com>
Subject: FW: Foley Southside Layouts

- Single Family square lots are 10,000 sf or larger except for the 4 indicated on the attachment. The 10,000 sf are 80 x125.
- Pie shaped lots, the lots are 80' in width at the setback, not the right of way. They are 10,000 sf or more.
- The townhomes lots were sized based on the townhomes just to the west. The two outside lots are 34' in width, the two inside lots are 25'. Depths vary from 101' to 142'. I indicated on the townhome layout which are less than 125'

Kari L. Franklin, PE (NC, SD, TX, WI), LEED GA
Sr. Engineer I (Mgr)
Short Elliott Hendrickson Inc.
2351 Connecticut Avenue, Suite 300 | Sartell, MN 56377
320.309.0003 mobile | 320.229.4342 direct
Building a Better World for All of Us®
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Jarod –

What do you estimate is the average lot size of these?

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated February 6, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2024 Southside Concept Design**.

Client's Authorized Representative: Sarah Brunn, City Administrator

Address: PO Box 709, Foley, Minnesota, 56329

Telephone: 320.968.7260

email: sbrunn@ci.foley.mn.us

Project Manager: Jarod Griffith

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.229.4304

email: jgriffith@sehinc.com

Scope: The Services to be provided by Consultant:

This letter agreement has been prepared for surveying, natural resources, and conceptual layout updates related to Foley's 2024 Southside Concept Design. In January of 2024, City staff expressed interest in expanding their residential footprint by developing City owned property and asked SEH to put a conceptual layout together. The City owned properties of interest are PID 130007704 and PID 130007602. A non-City owned parcel (PID 130114400) is also included in the initial conceptual layout. SEH understands that the City is interested in re-platting these properties based on the attached conceptual layout with modifications after survey and wetland delineations.

Task 1: Boundary and Topographic Survey

The property documents, from Beacon, of the three properties of interest have been attached. SEH understands that only the portion of PID 130007704 adjacent to PID 130007602 will be surveyed. The total land area to be surveyed is 83+/- Acres. SEH will complete the following tasks:

- Boundary survey.
- Topographic survey for platting and engineering.

Task 2: Wetland Delineation and Report

SEH understands that only the portion of PID 130007704 south of the City's sanitary pond and compost site will be delineated. The total areas to be delineated is 33+/- Acres. SEH will complete the following tasks:

- Crop slide review – reviewing multiple years of aerial imagery, identifying wetland signatures, and understanding the image year hydrology.
- On-site wetland delineation – collecting vegetation, soil data, and flagging the wetland boundary.
- Meeting with local WCA for concurrence on wetland boundary.
- Submit wetland delineation report to local WCA.

Task 3: Concept Design

The attached conceptual layout was presented to the City staff in January of 2024. SEH will complete the following tasks:

- Prepare Concept Modification 1 – Adjust current conceptual layout to boundary survey, topo survey, and wetland delineations. Draw potential sanitary sewer, water main, and storm sewer.
- Concept Meeting with City staff.
- Prepare Concept Modification 2 – Alterations to Concept Modification 1 based on discussions at Concept meeting.

- Prepare planning level estimate based on Concept Modification 2. Note that estimate does not include mass site grading.
- Prepare Final Concept – Alterations to Concept Modification 2 based on City Council and City Staff comments.
- Update planning level estimate. Note that the estimate does not include mass site grading.

Task 4: Property Plat

SEH will re-plat the properties as shown in the final concept and complete the following tasks:

- Preliminary plat including submission requirements as stated in the City Subdivision Ordinance.
- Final plat including submission requirements as stated in the City Subdivision Ordinance.
- Working with Benton County on Final plat approval and filing. Our cost does not include mylar copies estimated to be \$1,000.00 or plat checking fees required by the City or County.
- The proposed plat will be completed based on MN Statue 505 as it relates to subdivision plats.
- Set property irons.

Items Not included in the Scope of Work include:

- Feasibility study and cost estimates for street and utility improvements.
- Final design or construction services related to street and utility improvements.
- Permitting and mitigation for any wetland impacts.
- Acquiring an up-to-date title commitment. Our assumption is that this will be provided by the City.

Schedule:

We anticipate completing Tasks 1, 2, and 3 by September 2024 assuming a Client-signed copy of this agreement is received in February. Factors beyond SEH's control could affect the schedule.

Payment:

Task 1: Boundary & Topo Survey	\$13,500.00	Lump Sum including expenses and equipment
Task 2: Wetland Delineation & Report	\$7,800.00	Lump Sum including expenses and equipment
Task 3: Concept Plan Update	\$6,200.00	Hourly including expenses and equipment
Task 4: Property Plat	\$16,300.00	Lump Sum including expenses and equipment
Total Fee	\$43,800.00	

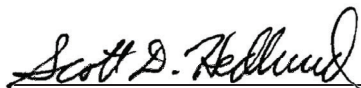
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2. Additional work, if required, shall be compensated in accordance with the rate schedule.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Foley

By:



Full Name: Scott Hedlund

Title: Principal

By:

Full Name:

Title:

Exhibit A-1
to Supplemental Letter Agreement
Between City of Foley (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 6, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2
to Supplemental Letter Agreement
Between City of Foley (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 6, 2024

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

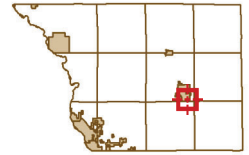
The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.





The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.



Overview



Legend

-  Parcels
-  Highways
-  County Roads
-  Roads

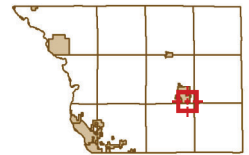
Parcel ID	130007704	Alternate ID	n/a	Owner Address	CITY OF FOLEY
Sec/Twp/Rng	36-037-029	Class	956 - MUNICIPAL PUB SERV		251 4TH AVE N
Property Address		Acreage	96.33		PO BOX 709
					FOLEY, MN 56329
District	FOLEY				
Brief Tax Description	Sect-36 Twp-037 Range-029 96.33 AC SW1/4 LESS E 339.11 FT OF S 261 FT OF SW1/4 SW1/4 & LESS W 32.89 FT OF S 261 FT OF SE1/4 SW1/4 LESS 61.45 AC				
	(Note: Not to be used on legal documents)				

Date created: 1/31/2024
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Developed by 



Overview



Legend

-  Parcels
-  Highways
-  County Roads
-  Roads

Parcel ID	130007602	Alternate ID	n/a	Owner Address	CITY OF FOLEY
Sec/Twp/Rng	36-037-029	Class	958 - MUNICIPAL PUB-OTHER		251 4TH AVE N
Property Address	12701 55TH ST NE	Acreage	2.22		PO BOX 709
	FOLEY				FOLEY, MN 56329
District	FOLEY				
Brief Tax Description	Sect-36 Twp-037 Range-029 2.22 AC E 339.11 FT OF S 261 FT OF SW 1/4 SW1/4 & W 32.89 FT OF S 261 FT OF SE1/4 SW1/4				
	(Note: Not to be used on legal documents)				

Date created: 1/31/2024

Last Data Uploaded: 1/31/2024 9:01:14 AM

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GEOSPATIAL

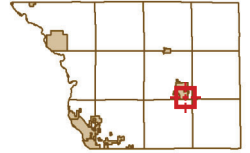


Beacon™

Benton County, MN



Overview



Legend

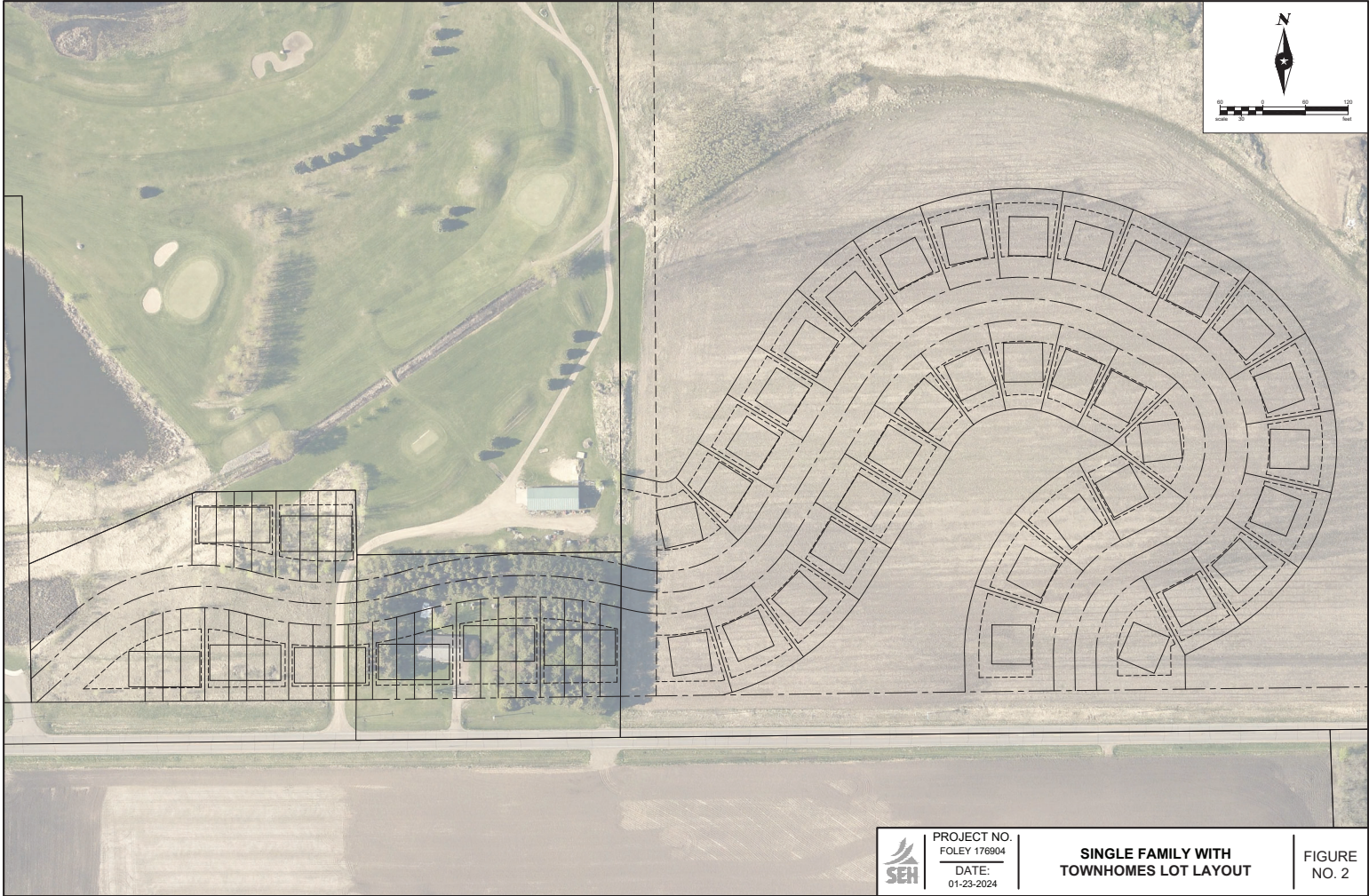
- Parcels
- Highways
- County Roads
- Roads

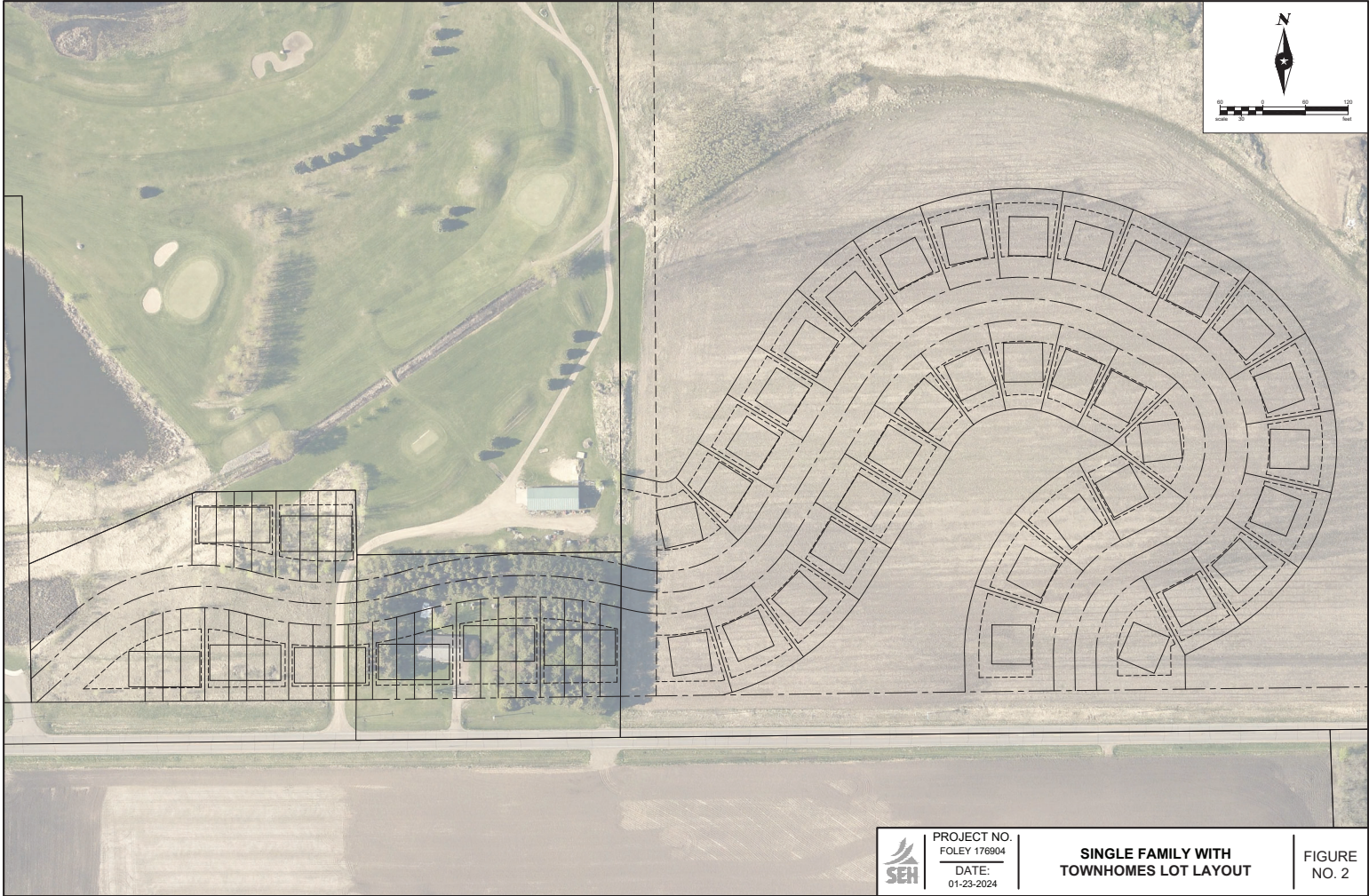
Parcel ID	130114400	Alternate ID	n/a	Owner Address	SHERBURNE LAND COMPANY LLC
Sec/Twp/Rng	36-037-029	Class	206 - RES 1-3 UNITS		17207 198TH AVE
Property Address		Acreage	2.84		BIG LAKE, MN 55309
District	FOLEY				
Brief Tax Description	Sect-36 Twp-037 Range-029 THE BANKS AT STONE CREEK 2.84 AC OUTLOT A SUBJ TO INGRESS/EGRESS EASMNT (Note: Not to be used on legal documents)				

Date created: 1/31/2024

Last Data Uploaded: 1/31/2024 9:01:14 AM

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GEOSPATIAL







TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 02-06-24 –COUNCIL MEETING
DATE: JANUARY 26, 2023

Consent Agenda

Noel Lewandowski asked to step down from the planning commission and be replaced by the new owner of his business, Candace Kantor. An email is in your packet – we would just have this new appointment serve the remainder of Mr. Lewandowski's term which is thru 2025.

Fire Tanker Contract

The final tanker contract is in your packet – please note there was a price increase that is reflected. As the council approved this last meeting, we signed the contract and have issued the down payment check of \$10,000.

Fire Department Officers

The fire department did interview and re-appoint officers which are detailed in the letter included in your packet.

Transfers Resolution

This is the resolution which outlines a number of needed year-end transfers for closing the books of 2023. These are very similar to the prior year transfers. Please note we are subject to a federal single line audit in addition to our regular audit this year. Fieldwork is schedule for early April.

Wastewater Regionalization Project

Mr. Voge will present an update on the project and pay application.

Foley C.A.R.E.

Sarah K. from the program asked to present to the council.

Cannabis in Public Places Ordinance

A draft ordinance has been posted and provided to the council. It is very similar to the county's ordinance and has been reviewed by legal. The council can adopt this ordinance and it would become effective upon publication. Staff is also working on some signage to put up at the parks/pool information people.

Xcel Energy Gas & Electric Franchise Fee Agreement

City staff and legal have been working on updating our franchise agreements with Xcel Energy. We will also be working on the East Central agreement soon. These are required to be updated every 20 years. Based on our research we are recommending establishing a franchise fee collection starting in 2025. This would essentially add fees to customer bills that are then turned over to the city. We are looking to use these fees for street lighting costs, street maintenance and undergrounding. The benefits of these fees are that it takes some of the burden off the general tax base and also provides the opportunity to collect from entities that don't pay property taxes. We also are able to collect from new construction sooner since those properties can sometimes take 2 years to show up on the property tax rolls. Our

proposal is not as aggressive as some of our surrounding cities but rather gives us a starting point to generate revenues that can be used for public purpose. Prior to implementing these fees, we will be presenting an ordinance to the council for adoption. The same fees also must be collected by all providers of the city, meaning both East Central and Xcel customers would be subject to the same franchise fees.

Upcoming Reminders:

February 19, 2024 – City Hall Closed – President's Day

March 5, 2024 – Presidential Primary Election Day

March 12, 2024 – Council Meeting