

The City of Foley

Organized Solid Waste Collection Proposal



REPUBLIC
SERVICES

Sustainability in Action

Verly Mathiasen, Municipal Services Manager

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612-889-7324

May 30, 2024

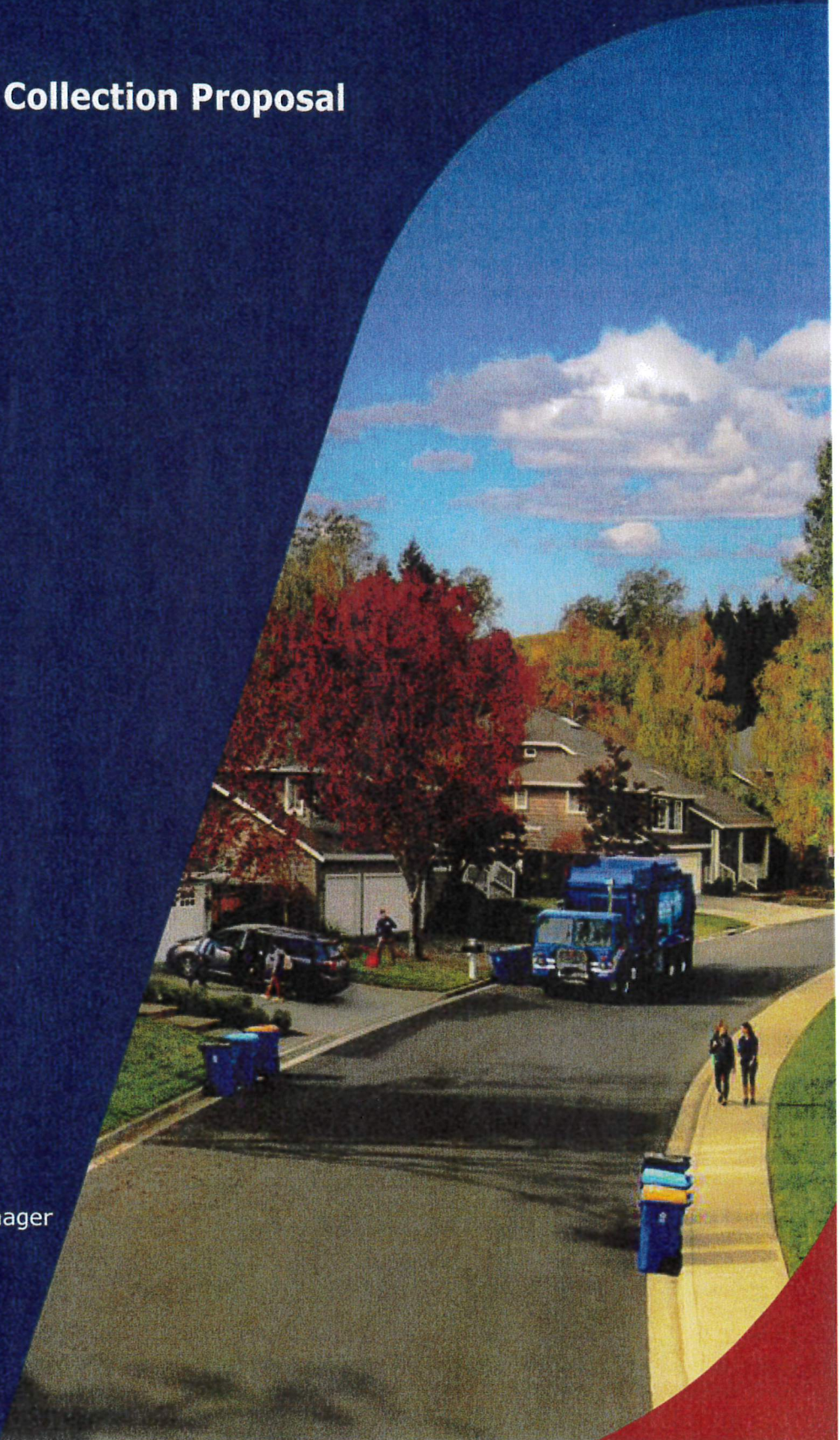


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Sustainability in Action

May 30, 2024

The City of Foley
Ms. Sarah Brunn, City Administrator
251 4th Avenue N
Foley, MN 56209

Dear Ms. Brunn and the Council Review Committee Members,

Republic Services is pleased to submit the following proposal for residential recycling collection services. We are confident you will continue to find **Republic Services** the **Ideal Fit** for **Your Waste Needs**.

As your current local waste provider over the past five years, we are proud to be recognized for the following benefits to your community:

- 35 Republic employees serving the City of Foley live in or near Foley
- We employ over 600 employees who live and work in the 7-County Metro Area and serve as back up for Foley's services if ever needed
- We have consistently delivered a **99.9% Reliability** Pick-up Rate in your community
- Each route is owned by a Designated Driver. Meet Coleton, he is passionate about his Foley routes and engages with customers whenever possible (he keeps coloring books in his cab for the kiddos. He's got lots of fans!);



Going above and beyond is met with many compliments and positive survey comments. Tuesday morning, May 28th, we heard from Alisha, "Thank you for picking up my container!" Shortly afterward we heard from Tracey, "No one has their trash out due to believing it was a delay and the driver is going up to people's houses to get their trash, amazing!" Every week we hear from Foley residents and businesses. Republic Services is proud to provide Foley the highest service levels in the area.

- Our Sauk Rapids Team conducts an annual curbside fall cleanup; an event many other haulers no longer provide
- Our Team is engaged and active in the Foley community; Proud Sponsor and participant of the Foley Chamber Golf Outing, Contributor in Big Truck Night, Partner in the Boy Scouts Clean Up Day event, Parade participant and more!
- Our drivers are 38% safer than the industry average

- We are a leader in the marketing of commodities, ensuring that your commodities have end markets in all market conditions
- Republic Services was named one of the World's Most Ethical Companies by the Ethisphere Institute for the fifth consecutive year in a row
- Your dedicated Municipal Manager, supported by specialized Municipal Staff, is a single point of contact and authority in managing the City's Recycling contract making your residential recycling service a priority.
- Republic Services Municipal team provides personalized, educational Social Media posts and notifications for City Communications

Republic Services' proposal shares details about our continued ability to provide Foley's most reliable service level as well as enhance and preserve environmental stewardship as your community partner. Extending our partnership will continue to put "*Sustainability in Action.*"

Sincerely,

A handwritten signature in cursive script, appearing to read "Beverly Mathiasen".

Beverly Mathiasen, Municipal Sales Manager

Executive Summary

Republic Services is the national leader in comprehensive environmental services, currently partnered with over 2000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Our Promise

Sustainability in Action™ is our promise that lets customers know they can always rely on us to handle their recycling and waste needs in a responsible way.

Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction.

Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which will transform ways in which the recyclable materials in America achieve circularity. Most evident is our innovation and investment to develop the nation's first, plastics polymer centers, delivering the production quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all of our operations in the country. We are also investing billions of

Republic Services is your low-risk, best value partner

- 35 Republic employees serving the City of Foley live in or near Foley
- 5 years continuously serving or near Foley
- Reliable – 99.9% pickup rate
- Environmental Responsibility – approximately 21% of the fleet operates on natural gas
- Safer – 38% fewer incidents than industry average
- Environmental Responsibility – #15 on the 2023 Barron's 100 Most Sustainable Companies
- Owner and operator of the largest hazardous waste disposal portfolio in America

Figure 1. **Your Low-Risk, Best Value Partner.** Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
38% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized #15 on the 2023 Barron's list of 100 Most Sustainable Companies	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Hundreds of trained agents networked together nationwide, organized in pods that focus on your market
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

dollars into dramatic reductions in emissions attributed to landfills and fleet vehicles, through our joint venture to convert landfill gas to renewable natural gas, and our industry leading efforts to convert our fleet to electric vehicles.

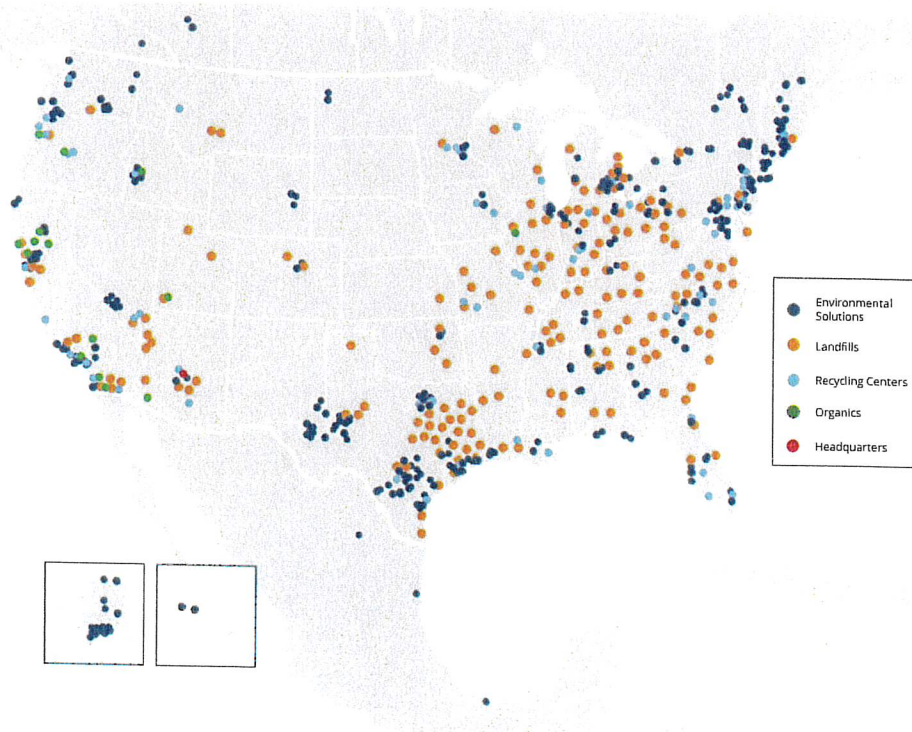
Our Values

Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities
- **Committed to Serve** – We go above and beyond to exceed our customer’s expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as the most sustainable partner for our municipalities.

Figure 2. Local team with a national network. Republic Services delivers essential services and Emergency Response in almost every state in North America.



Your Team

Your leadership team is knowledgeable about local collection and post-collection processing activities and is supported by the technical expertise and financial strength of our parent company Republic Services, Inc.

Our in-house training, personnel advancement, recruitment programs, and work force development are some of the most comprehensive in the industry, which enables us to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

Local Leadership

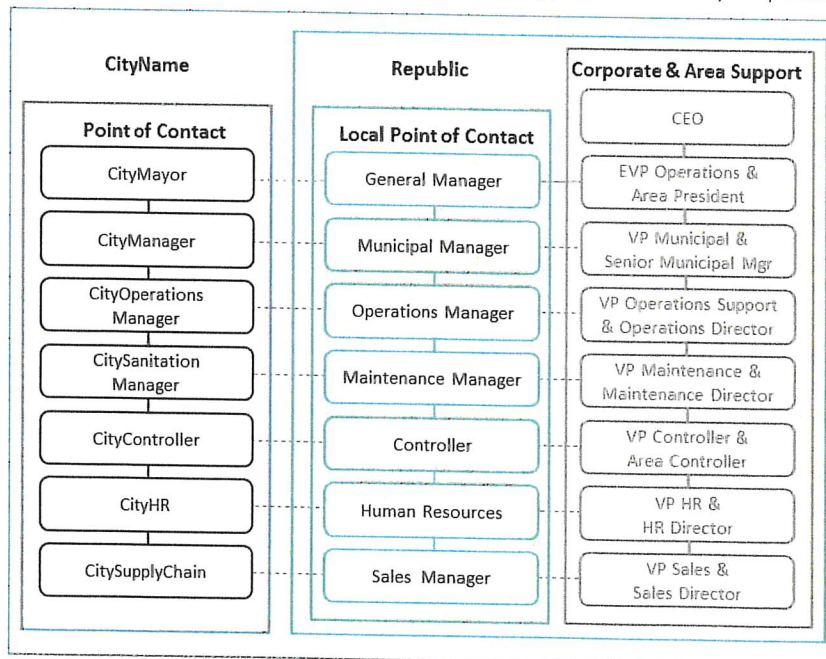
For over 70 years, Republic Services has partnered with municipalities, residents, and businesses to provide solid waste, recycling, yard waste, and bulky item collection services. Republic Services is integrated in the community, employing approximately 162 people that operate out of three hauling divisions, our Northern Minnesota Team. Of that, 35 employees operate out of our Sauk Rapids Hauling Division and live within the or near Foley.

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in your region. This allows us to quickly respond and meet your needs; all the while staying in touch with your city staff, as well as local businesses and residents. Our strong area management team allows us to effectively and efficiently drive initiatives that help ensure consistency across the organization. These teams have extensive authority, responsibility, and autonomy for operations within their geographic markets.

National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this

Figure 3. **Personal and Powerful.** Your dedicated local support backed by Republic infrastructure.



benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters.

Facilities

Our facilities are engineered for safe, environmentally friendly operations. We use sustainable materials that facilitate energy and water conservation, as well as design principles to enhance employee and guest safety and comfort.

Providing outstanding environmental services to your community requires the existence of multiple types of facilities, which typically include:

- Hauling company
- Transfer station
- Recycling center
- Landfill
- Organics Processing (if applicable)
- Hazardous Material Processing and disposal (if applicable)
- Customer Services Team

It is typical that our largest workforce presence exists at a hauling company, to support the complex operation that goes into serving your community with a 99.9% pickup reliability rate.

In some markets, transfer stations enable the efficient transfer of recycling and municipal solid waste from the collection trucks to tractor trailer trucks that can more efficiently transport the material to the appropriate post-collection facilities. A landfill can be one of the most complex facilities in our portfolio due to the tremendous responsibility we hold to appropriately handle the nation's waste. All our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations.

If available, Recycling Centers are very complex facilities that are designed to receive, process, and package the various recyclable commodities that are collected in the community.

Figure 4. **Facilities Serving** or near Foley – Republic Services will serve your city with the following facilities.

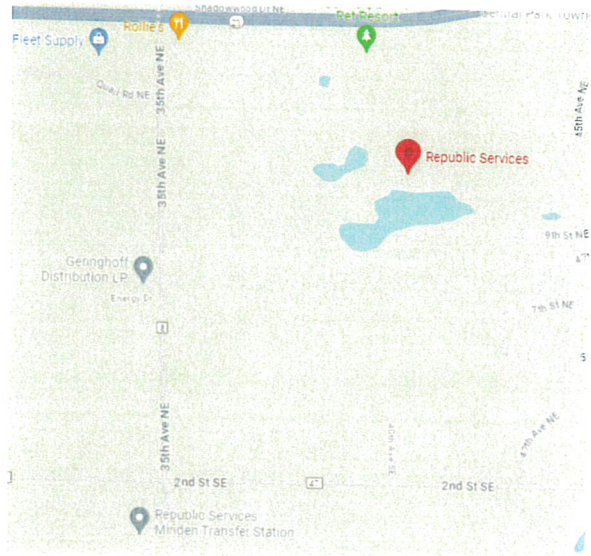
Facility Type	Address	Distance from City	No. of Employees	Hours of Operation
Hauling Company	700 40 th Ave. N.E. Sauk Rapids	11 miles	35	5 a.m. – 5 p.m.
Minden Transfer Station	245-35 th Ave S.E. St Cloud	12 miles	2	8 a.m. – 5 p.m.
Recycling Center	25 N. 44 th Ave. Minneapolis	63 miles	65	6 a.m. – 4 p.m.
Customer Service Team	Virtual	Virtual	1,000	7:30 a.m. – 5 p.m. Monday-Friday and 8 a.m. – 12 p.m. Saturday

Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride-alongs with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to success in this manner.

Figure 5. **Local Infrastructure** – Our local facilities, hauling & transfer station, are best located to serve your city with an eye toward sustainability.

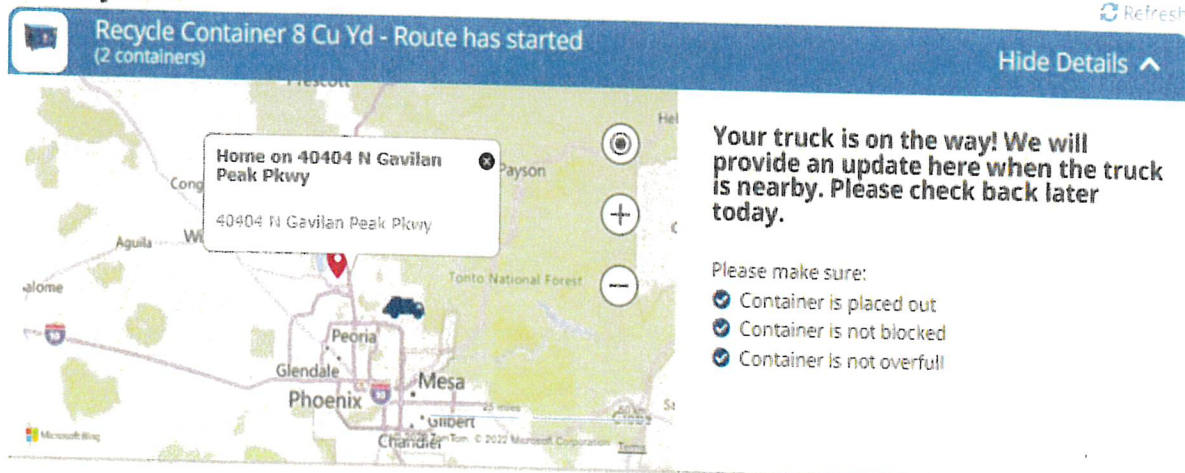


Communication with the Community

In addition to the regular collaboration between the routing teams, our operations team can communicate with the residents and commercial customers easily using several forms of technology. Our Republic Services web- and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather. We also employ a technology known as Call-Em-

Figure 6. **Track My truck;** Coming soon to your area, residents and business will view their truck proximity when enroute to their location.

Track My Truck



All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes. Residents and business owners can opt in and out of this communication with options for phone, text and email for most alerts.

The expansion of our digital operations allows Republic Services to offer a feature set we are proud to provide to our customers to improve access and visibility. With the implementation of RISE and our digital operations suite, customers have unprecedented access to features such as service verification and Track My Truck. What this means for our customers, is not only a reliable operation, but increased confidence and verification to ensure little to no impact to the day-to-day.

Residential MSW Collection

We will service all single-family carts using an automated side loader (ASL) truck and Currato trucks. Both are proven to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver and is painted in a uniform manner, featuring our logo and company contact information.

We propose to use blue carts with black lids for residential trash collection. Residents are offered the option of choosing a 32-, 64- or 96-gallon cart. If a customer needs more than one collection cart, we will provide an additional cart for a fee to accommodate the customer's needs.

Our collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Residential Recycle Collection

We currently provide all single-family customers every other week, fully automated single-stream recycling collection services. Recycling carts are serviced with the same equipment and manner as residential solid waste carts.

All single-family customers have been issued a blue cart with a light blue lid wheeled recycle cart.

Bulk Waste Collection

White goods, with chlorofluorocarbons (CFCs) removed, and bulk items are serviced per the resident's request. A clam shell or boom type of truck will service these items.

Service Days

The following table reflects the service schedules for residential MSW, recycle, yard waste and bulk items collection.

Holiday Schedules

Republic Services is closed on Christmas Day, if your service day falls on one of these days, we will service you on your next scheduled service day.

Figure 7. *Personal and Powerful. Your dedicated local support backed by Republic infrastructure*

Service	Days of Week	Collection Hours
MSW	Monday	6 a.m. – 5 p.m.
Recyclables	Monday	6 a.m. – 5 p.m.
Bulky Items	Monday	6 a.m. – 5 pm.

Multi-Family MSW and Commercial Collection

Republic Services can provide a combination of programs and services for these customers, ranging from cart service like residential customers, to containerized service like commercial customers. Once defined and properly sized, multi-family customers are integrated into residential or commercial routes to provide the efficiency and reliability desired. We currently run commercial routes within the City of Foley as part of the municipal waste contract.

In all cases, Republic Services will identify the correct equipment to service these sites based on individual location and unique characteristics. If the complex or business requests containerized service, Republic Services can provide 2-, 4-, 6- or 8-yard capacity solid waste dumpsters or 20-, 30- or 40-yard capacity open-top roll-offs or industrial compactors.

Global Recognition

We believe that excellence means being better than competitors at everything we do. We also appreciate that our customers want peace of mind knowing they are partnering with a

Figure 8. *Recognition supports our approach. Engaged employees and leadership make Republic Services an employer of choice, and a global leader in sustainability.*



Member of
Dow Jones
Sustainability Indices
Powered by the S&P Global CSA

BARRON'S
100 Most Sustainable
Companies 2023



Sustainability Yearbook
Member 2021
S&P Global

2023 WORLD'S MOST
ETHICAL
COMPANIES
ETHISPHERE



reliable, safe, and ethical company. We are very proud of our success in these areas and work diligently to maintain our positions on these prestigious lists.

Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to Think. Choose. Live.®

Safety Overview

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable OSHA, federal, state, and local safety requirements while performing all work-related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

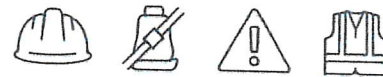
Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry

Figure 9. **Continually Improving Safety** is Top Goal for Republic Services.

Safety

Our goal is to reduce our OSHA recordable rates by 7% year-over-year.



Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safety-sensitive employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Employees who qualify are recognized monthly, quarterly and annually.

Focus 6

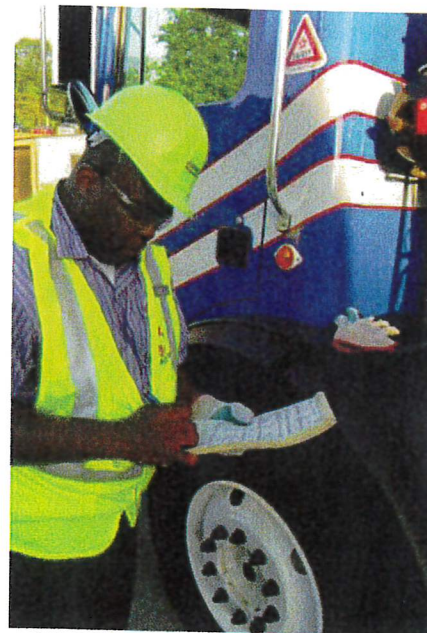
Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

OneFleet

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular operation maintenance system called OneFleet.

With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

Figure 10. **Inspections.** Driver performs pre-route inspection to ensure vehicle is safe for operating.



Customer Service

We have redefined the Best Practices in Customer Service coverage and user experiences through our response to the 2020 pandemic.

Redefining Customer Service

Over the past 5 years, Republic Services has redefined the way we deliver superior customer service. A 2017 commitment to shift from hundreds of distributed, nonintegrated call centers to a national technology platform gave us insights and experiences that informed and shaped our thinking today. Additionally, those prior investments in establishing a national customer service network and tool suite enabled us to lead the industry in our rapid response to the pandemic, when we shifted 1,800 agents to a work-from-home posture in three days, and never dropped a call.

Refinements to Our Approach

Optimal Call Center Hours

During a 12-month period in 2019, we collected and tracked every call that was made to our staffed call centers across America. In total, more than 12.7M calls were received during that timeframe, when our call centers were open Monday through Friday 7 a.m. to 6 p.m. and Saturday 8 a.m.-1 p.m. When analyzing the data, we learned that less than 1.5% of daily calls were received from 7 a.m. to 8 a.m., and less than 1% of daily calls were received after 5 p.m. daily. We further learned that less than 2% of the entire weekly call volume occurred on Saturday. Through the data, the customers were telling us that they were busy during those times, and it was not necessary for the call centers to be running fully staffed for such a small percentage of the total call volume.

This insight allowed us to define our best practice for call center hours, which is to be open Monday through Friday from 7:30 a.m. to 5 p.m.

Customer Self-Service

Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night. Certainly, more complex topics may still require person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that can be self-served.

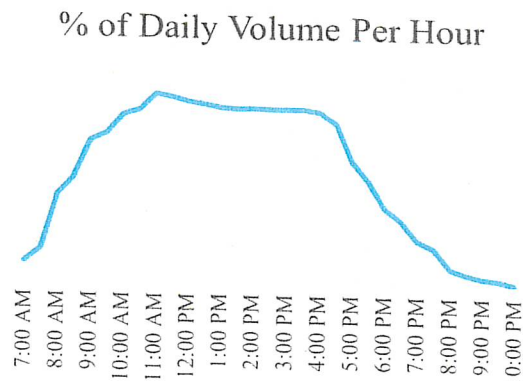
For this reason, Republic Services has invested to create state-of-the-website and mobile app.

Our customers now can us 24/7 via our website, www.RepublicServices.com, or via our Republic Services mobile app.

Our self-service options are designed to improve overall response time, enabling resolutions to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible. Through our website and mobile app customers can:

- Pay their bill
- Schedule an extra pick up
- Discover new services

Figure 11 . **Optimal Call Center Hours.**
Analysis of over 12M calls in a 12-month period shows over 90%+ of all calls occur M-F between 7:30am and 5:00pm



- Receive weather and holiday service updates
- Sign up for autopay and paperless billing
- Submit inquiries or complaints
- "Track My Truck" where customers can see where a truck is currently located on route. (coming soon)
- Service alerts to notify residences or businesses of changes or delays. Alerts such as a blocked containers will provide a notification with a photo uploaded to the app.

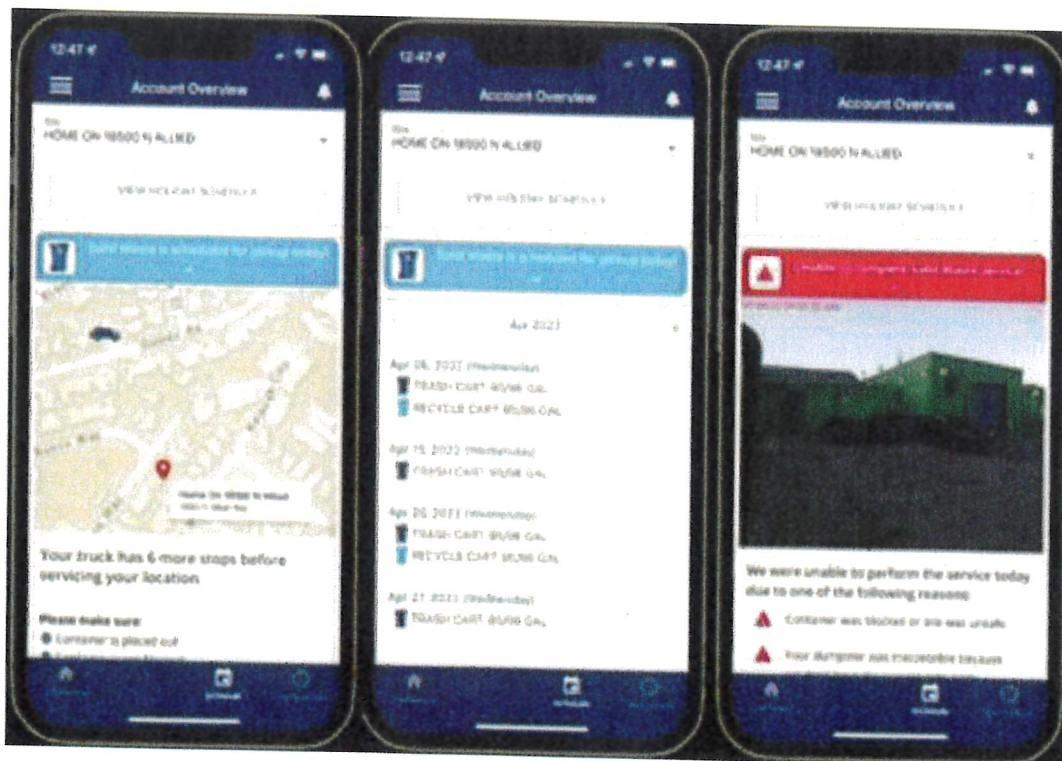
Access to Live Agents

When the pandemic of 2020 hit, we learned some powerful lessons regarding optimal customer service models. For years prior, we had invested to consolidate our agents into three national call centers, leveraging technology and training to offer a superior experience to callers.

In 2020, over 1800 agents began taking calls from home, completely seamless to the customers who were calling. Throughout the months-long pandemic, we found our agent performance improved, average call metrics improved and customer satisfaction scores also improved. A new customer service model had been created and proven in the pandemic, whereby agents could take calls from anywhere, so long as they had access to their technology. **We also added a specialized Minnesota Pod to handle the bulk of the calls from our municipal contracted cities. Our agents take good care of your residents!**

This is a very powerful model when looking at attracting and hiring the best call center talent, without the geographic limitations of either a "local" or "consolidated" model. By being open to a remote workforce, we found an increase in agents interested in working part time hours, as well as a willingness to log in to gain a few extra hours to cover times of higher call volume.

Figure 12. *Track My Truck and Service Alerts* – when a customer enrolls on our mobile app.



Sustainability

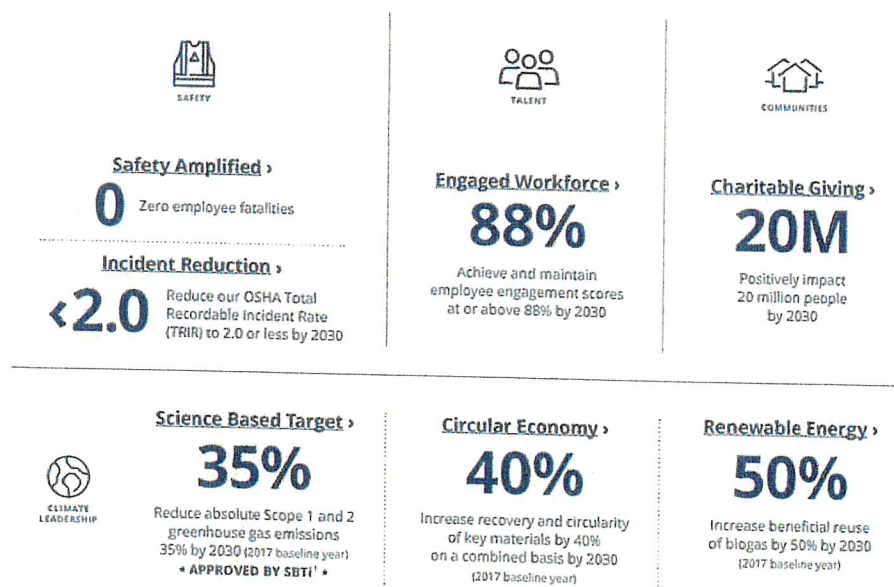
The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact to landfills that generate renewable energy, we are **Sustainability in Action™**. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

We are guardians of our environment and have a big responsibility to it.

We lead by example, working diligently to by decreasing our vehicle emissions, creating innovative landfill technologies, generating and using renewable energy, and cultivating community engagement and employee growth opportunities. We are privileged to serve millions of customers across North America. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we've built our 2030 Sustainability Goals.

Figure 13. Our 2030 Sustainability Goals - intentionally aggressive, backed by major investments.

Our 2030 Sustainability Goals



¹ SBTi is a collaboration between CDP, the United Nations Global Compact (UNGC), World Resources Institute (WRI) and the World Wide Fund for Nature (WWF)

Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services has an incident rate 38% lower than the industry average, based on OSHA recordable data.

Employees, the public, and rate payers all benefit from Republic Services' dedication to safety. We have been, and will continue to strive to be, the safest waste services company in America.

Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth, and development opportunities for our employees at every level.

Republic Services' local offices are staffed with a committed team of 162 professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, or near Foley.

Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030 Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes.

Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Commitment to the Community of Foley

Proud Sponsor-Foley Chamber Golf Outing



Our Values

Safe

We protect the livelihoods of our colleagues and communities.

Committed to Serve

We go above and beyond to exceed our customers' expectations.

Environmentally Responsible

We take action to improve our environment.

Driven

We deliver results in the right way.

Human-centered

We respect the dignity and unique potential of every person.



Sustainability as a Platform for Growth

Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which ultimately will transform ways in which the recyclable materials in America achieve circularity, as well as dramatic reductions in emissions attributed to landfills and fleet vehicles. Four relevant examples of this commitment and industry leadership are outlined below and are directly related to the third party recognition and awards that we continue to receive.

Renewable Energy

Our landfills around the country safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit to the communities we serve – they're producing renewable energy.

Today, demand for renewable energy is being driven by efforts to decarbonize and reduce emissions, so our focus has shifted to production of renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, it can reduce emissions up to 70%, which has made it highly valued in the marketplace.

To help meet this rapidly growing demand, we recently announced a joint venture with Archaea Energy to develop 39 landfill RNG projects across 19 states. This venture is the nation's largest RNG portfolio build-out to date, offering both environmental and economic sustainability.

Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations and in the communities we serve. That's why Republic Services has made an industry-leading commitment to fleet electrification.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight. Electric vehicles (EVs) also offer a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

Figure 14. **Electric Vehicle** conversion of our fleet will help drive our reduction of GhG emissions in our 2030 Sustainability Goals.



In 2021, Republic began operating our first regular collection routes with electric trucks. In Idaho, three EVs are collecting commercial recycling, and we have two more EVs operating in North Carolina. These EVs are already delivering economic as well as environmental benefits, with lower fuel and maintenance costs in addition to zero carbon emissions.

In 2023, we announced a partnership with Oshkosh, in which we collaborated on the design for the first frame-up electric vehicle platform. The platform offers 30% more room in the cab of the vehicle for the driver, because there is no engine under the cabin. Additionally, the platform has state-of-the-art safety features, which position it well to serve the communities where we live and work.

Polymer Center

Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what's not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet, or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from curbside collection of recyclable material to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Our first Polymer Center, opening in Las Vegas in 2023, will process plastics from Republic's recycling facilities in the West, with three to five additional sites planned to provide nationwide coverage in the future. These sites will help recover a greater volume of valuable plastics, expand the materials accepted for recycling in some communities and help support our Circular Economy goal.

Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling, and disposal of hazardous, non-hazardous and special waste.

This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.

These important new service capabilities added to the Republic Services portfolio mean that:

- Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps.
- Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.
- Municipalities can now enjoy a single partner that can step in to support cleanups of abandoned waste, homeless encampments, drug labs seized by police, as well as emergency response from spills, remediation, or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who worked to support recovery efforts including the collection, transport, and disposal of oil-soaked waste.

We are excited to be your best value partner, because we know the company we will continue to become during the term of your contract and beyond.

Figure 15. **Emergency Response Services** – we were at the forefront of cleanup efforts after an oil spill off Southern California’s coast in October 2021.



Public Education and Outreach

Public education is critical to maintaining an efficient and cost-effective program for environmental services in your community.

The goal of Republic Services' public education and outreach program is to educate residents on industry trends and best practices, and the specific programs in your contract. We do this by engaging community groups and business associations, to educate residents and businesses about the key elements of the program, including relevant program changes, and highlighting customer service, cost, environmental benefits, and state requirements.

We develop and maintain a library of public education programs and materials that our municipalities can leverage to drive awareness

- Instant access to information via website and the Republic Services app
- Facility tours
- School education and take-home materials
- Videos and public service announcements
- Local Staff provides personalized, Educational Social Media posts and notifications for City Communications

Website

The Republic Services website is designed to be a one-stop resource for current and potential customers. They will find news updates, collection information and educational tools. The educational program provides in-depth information for both residential and commercial customers, and the programs are downloadable and can be used for outreach and environmental initiatives.

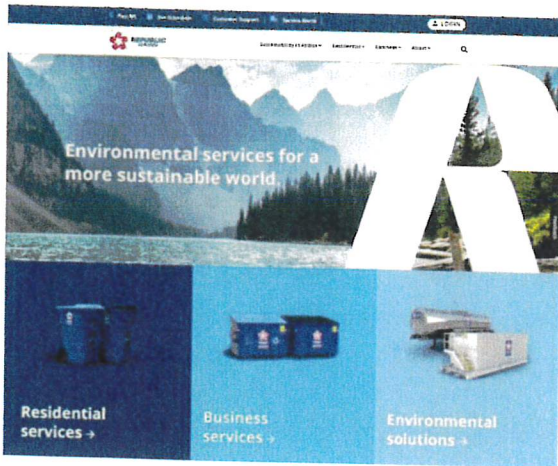
RepublicServices.com provides in-depth content specific to residential and commercial needs. If the customer is directly billed by Republic Services, they can also inquire into billing-related questions or even view and securely pay their bill. Residential customers will also find resources for recycling and environmental needs.

Business pages allow users to login and view/pay their bills, view billing history, and schedule pickups. Commercial users will also find resources on how to responsibly dispose of electronics waste, hazardous household material, and other environmentally harmful materials.

On the main page of RepublicServices.com, visitors will be able to view a video clip of recycling education that features our "closed loop" recycling collection program. Additionally, residents can view a video on our new Plastics Polymer center featuring our innovative techniques for creating plastics circularity. Also visit recyclingsimplified.com:



Figure 16. **Republic Services' Website.** RepublicServices.com is a one-stop resource.



Republic Services App

Our application for mobile devices can be used to schedule a pick-up, report a missed pick-up, receive service notifications, search additional products and services, and much more. It can be easily downloaded from the App Store for Apple users or for Android users from Google Play.

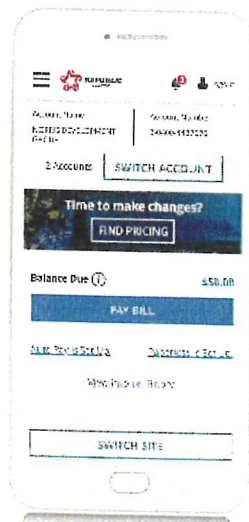
Reference Guides & Collateral

We provide the following materials to ensure that residents are fully aware of the services provided by Republic Services and how to properly use these services.

Annual Education Updates

Republic Services provides each household an annual recycling and education calendar. This reference guide contains information on collection services as well as any updates for acceptable or unacceptable materials.

Figure 17. **Online Options.** About 2.6 customers use Republic Services online and app-based solutions to instantly access important information on services.



Oops Tags

Oops tags are our first line of education for residents that have placed unacceptable items at the curb for collection. Drivers and route supervisors will leave an oops tag with the resident if a material cannot be picked up. Oops tags will provide the reason why the item was not picked up as well as a phone number to call for further follow up information.

Presentations to Schools and Other Community Organizations

Republic Services is a well-known friend, supporter, and partner to local schools across Minnesota. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet. Students, in turn, bring this knowledge back to their families and become catalysts for promoting sustainable habits at home.

Republic Services provides teachers, staff and students with training on proper diversion and disposal practices. We place

significant emphasis on the importance of recycling as it diverts reusable materials from being disposed in and allows for a longer lifespan for local landfills.

We provide education on all aspects of environmental stewardship including trash, electricity, water, paper, chemical, and emissions reductions. Our goal is to empower students to utilize what they have learned in their school communities about environmental sustainability to make a global impact.

Public Events

Republic Services is a true leader in or near Foley, not only because of our dedication to excellence in service, but because we are a proud community partner.

We participate in numerous community events on an annual basis and propose to build on these existing efforts by partnering with or near Foley to develop and launch a sustainability-themed outreach schedule for public events.

Republic Services will not only continue to provide service and assistance to community events, we will also continue to work with event planners to bring additional value.

We see this as an opportunity to engage with the community to become even stronger and more vibrant. or near Foley can continue to count on Republic Services to be a true corporate citizen and community partner in greening the or near Foley service area and educating residents and businesses every step of the way.

Curbing Contamination

The best way to reduce contamination is at the source, with both restricted access lids and spot checks.

Our drivers are well trained to check for and document contamination every time they service a cart or dumpster. The driver can then remotely update the account to reflect the contamination note, allowing our dedicated staff to notify the customer and offer one-on-one assistance. They also leave an educational Oops Tag to help residents better understand how to recycle properly. We work closely with each customer to develop a solution to their contamination problem. We also have available resources to the city so Staff can share with residents and businesses.

Financial Overview

Republic Services' financial stability continues to allow us to guarantee our commitments and obligations presented to or near Foley in our proposal. Republic Services does not use third party financing, meaning **Republic Services owns all assets used to perform the duties of this agreement. or near Foley has not and will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.**

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the company's total assets. Our available credit (all banks) is \$2.4 billion.

Bank References

Bank of America

Attn: Confirmation Department
Reference: Republic Services Inc.
Tax ID 65-0716904
Phone: (803) 832-7770
Fax (Toll #): (900) 733-5100
Online: www.bankVOD.com

J P Morgan Chase Bank

Attn: Confirmation Credit Inquiries
PO Box 955200
Fort Worth TX 76155-2732
Reference AWIN Management, Inc.
Tax ID 76-0353318
Phone: (800) 550 8509
Fax: (817) 345-3795

Wells Fargo

Attn: Confirmation Department
Reference: Republic Services, Inc.
Tax ID 65-0716904
Phone: (540) 563-7323
Fax (Toll #) (844) 879-0544
(Audits and Credit Inquiries)
Fax: (844) 879-0416
(Routing Number and Verification Requests)

Financial information

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except

per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP.

Figure 18. Republic Services' 2021 Year Ending Consolidated Income Statement. Selected financial data. These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP (Independent Registered Public Accountants).

REPUBLIC SERVICES, INC. CONSOLIDATED STATEMENTS OF INCOME (in millions, except per share data)

	Years Ended December 31,		
	2023	2022	2021
Revenue	\$14,964.5	\$13,511.3	\$11,295.0
Expenses:			
Cost of operations	8,942.2	8,205.0	6,737.7
Depreciation, amortization and depletion	1,501.4	1,351.6	1,185.5
Accretion	97.9	89.6	82.7
Selling, general and administrative	1,608.7	1,454.3	1,195.8
Adjustment to withdrawal liability for multiemployer pension funds	4.5	(1.6)	-
(Gain) loss on business divestitures and impairments, net	(3.6)	(6.3)	0.5
Restructuring charges	33.2	27.0	16.6
Operating income	2,780.2	2,391.7	2,076.2
Interest expense	(508.2)	(395.6)	(314.6)
Loss from unconsolidated equity method investments	(94.3)	(165.6)	(188.5)
Loss on extinguishment of debt	(0.2)	-	-
Interest income	6.5	3.3	2.5
Other income (expense), net	7.5	(2.3)	(0.5)
Income before income taxes	2,191.5	1,831.5	1,575.1
Provision for income taxes	460.1	343.9	282.8
Net income	1,731.4	1,487.6	1,292.3
Net income attributable to non-controlling interests in consolidated subsidiary	(0.4)	-	(1.9)
Net income attributable to Republic Services, Inc.	\$ 1,731.0	\$ 1,487.6	\$ 1,290.4
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 5.47	\$ 4.70	\$ 4.05
Weighted average common shares outstanding	316.2	316.5	318.8
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 5.47	\$ 4.69	\$ 4.04
Weighted average common and common equivalent shares outstanding	316.7	317.1	319.4
Cash dividends per common share	\$ 2.06	\$ 1.91	\$ 1.77

Figure 19. Republic Services' 2021 Year Ending Consolidated Balance Sheet.
Selected financial data.

REPUBLIC SERVICES, INC.		
CONSOLIDATED BALANCE SHEETS		
(in millions, except per share data)		
	December 31, 2023	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 140.0	\$ 143.4
Accounts receivable, less allowance for doubtful accounts and other of \$83.2 and \$51.9, respectively	1,768.4	1,677.2
Prepaid expenses and other current assets	472.6	536.5
Total current assets	2,381.0	2,357.1
Restricted cash and marketable securities	163.6	127.6
Property and equipment, net	11,350.9	10,744.0
Goodwill	15,834.5	14,451.5
Other intangible assets, net	496.2	347.2
Other assets	1,183.9	1,025.5
Total assets	<u>\$ 31,410.1</u>	<u>\$ 29,052.9</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,411.5	\$ 1,221.8
Notes payable and current maturities of long-term debt	932.3	456.0
Deferred revenue	467.3	443.0
Accrued landfill and environmental costs, current portion	141.6	132.6
Accrued interest	104.1	79.0
Other accrued liabilities	1,171.5	1,058.3
Total current liabilities	4,228.3	3,390.7
Long-term debt, net of current maturities	11,887.1	11,329.5
Accrued landfill and environmental costs, net of current portion	2,281.0	2,141.3
Deferred income taxes and other long-term tax liabilities, net	1,526.8	1,528.8
Insurance reserves, net of current portion	348.8	315.1
Other long-term liabilities	594.6	660.7
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 320.7 and 320.3 issued including shares held in treasury, respectively	3.2	3.2
Additional paid-in capital	2,900.8	2,843.2
Retained earnings	8,433.9	7,356.3
Treasury stock, at cost; 6.1 and 4.2 shares, respectively	(783.5)	(504.6)
Accumulated other comprehensive income, net of tax	(12.1)	(12.1)
Total Republic Services, Inc. stockholders' equity	10,542.3	9,686.0
Non-controlling interests in consolidated subsidiary	1.2	0.8
Total stockholders' equity	10,543.5	9,686.8
Total liabilities and stockholders' equity	<u>\$ 31,410.1</u>	<u>\$ 29,052.9</u>

Exhibit A

REFUSE COLLECTION SERVICE AGREEMENT

This Agreement between the City of Foley, a Minnesota municipal corporation (the “City”) and Allied Waste Services of North America, LLC dba Republic Services of Sauk Rapids, (the “Contractor”) is made July 1, 2024 (“Effective Date”). The collection of refuse under this Agreement shall be managed and disposed of in accordance with the Benton County Solid Waste Ordinance #162, as may be amended, and the Tri-County Solid Waste Management Plan.

RECITALS

WHEREAS, Minnesota Statute §115A.94 allows cities to implement organized solid waste collection;

WHEREAS, the City of Foley has implemented organized collection within the City of Foley for many years;

WHEREAS, the City released a Request for Proposals (“RFP”) for organized collection on May 15, 2024; and

WHEREAS, Contractor submitted a proposal to the RFP (“RFP Response”) to provide service under the terms of the RFP submission.

AGREEMENT

NOW, THEREFORE, in consideration of the representations in this Agreement, the City and Contractor agree to the following terms:

1. **Definitions.** Terms in this Agreement shall have the following meaning:

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Acceptable Waste: garbage, refuse and other municipal solid waste from residential activities, but does not include Prohibited Waste or Recyclables.

Recyclable Material. Recyclable Material consists of any material or substance at generated where the services are being performed that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

Prohibited Waste: waste delivered in quantities which, as determined by the Tri-County Solid Waste Management Commission, may pose a threat to health or safety, or to the environment, or may cause damage to, or materially adversely affect, the operation of the Facility accepting waste, including but not limited to: incinerator ash; foundry sand; explosives; hospital pathological and biological waste; Hazardous Waste; chemicals and radioactive materials; oil sludges; asbestos in identifiable quantities; cesspool or other

human wastes; sewage and any other highly diluted, water-carried materials or substances and those in gaseous forms; human or animal remains; street sweepings; ash; mining waste; sludges; demolition debris; hazardous refuse of any kind such as cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons, drugs and such other materials as may be specified from time to time by resolution of the Tri-County Solid Waste Management Commission or by resolution of the Benton County Board.

Solid Waste. Solid Waste is any non-hazardous solid waste generated where the services are being performed that is not excluded by the provisions of the Contract. Solid Waste shall not include any Unacceptable Waste.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste. Contractor has a right to reject any unacceptable/hazardous waste provided by any residential or commercial unit.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by the Contract. Waste Material does not include any Unacceptable Waste.

Recyclables: metal food/drink containers, glass bottles and jars, plastic bottles and containers, cardboard, and paper, but does not include Prohibited Waste.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Hazardous Waste: ~~waste defined as hazardous waste by State or Federal law, rules and regulations from time to time, including but not limited to 42 U.S.C. Section 6903 (5), and regulations interpreting such act, or in Minnesota Statutes Section 116.06, subd. 13 and regulations interpreting such statute, but excluding waste excluded from regulation by Minnesota Rules 7045.0120A, as any of the foregoing may be amended from time to time.~~ Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law. Contractor has a right to reject any hazardous waste.

Household: Any dwelling unit located in a building containing up to four dwelling units that is served by refuse collection under this Agreement.

Commercial Unit: Any commercial property or business, other than a Household, that is served by refuse collection under this Agreement.

Facility: the disposal facility designation by the Tri-County Solid Waste Commission.

- 2. Term.** The term of this Agreement shall be from the Effective Date, to June 30, 2029. Actual collection service shall begin on July 1, 2024 and run through June 30, 2029.
- 3. Incorporation of RFP Response from Contractor.** In addition to the terms of this Agreement, the City has relied on the representations from the Contractor the RFP Response. Contractor's RFP Response is part of the contractual obligations and are hereby incorporated into this Agreement. In the event that any representation by Contractor in the RFP Response conflicts with any term of this Agreement, this Agreement shall control and take precedent.
- 4. Household Count.** The approximate number of Households/Residential Units as of the Effective Date is 762.
- 5. Commercial Unit Count.** The approximate number of Commercial Units as of the Effective Date is 152.
- 6. Refuse Collection Service.** In providing said service Contractor shall:

 - (a) Refuse Containers. Contractor shall collect Acceptable Waste at least weekly of all Households and Commercial Units in the City of Foley that are placed in containers provided by Contractor and approved by the City.
 - (b) Recycling Containers. Contractor shall collect Recyclables once every other week in single-sort containers at least 60 gallons in size or larger provided by Contractor and approved by the City Council. Recyclable collection shall occur on the same day as refuse collection.

- (c) Handling of Prohibited Waste. If Contractor determines that a Household or Commercial Unit has set out Prohibited Waste, Contractor shall:
 - i. Leave the prohibited waste in the Household's refuse container and leave a "Prohibited Waste" tag.
 - ii. Record the address and the prohibited waste.
- (d) Collection Vehicles. Contractor shall use an enclosed truck for Acceptable Waste and Recyclable pick-up service. Each vehicle shall be:
 - i. Conspicuously marked with the name and telephone number of Contractor on both sides of the vehicle.
 - ii. Equipped with a fire extinguisher, back up alarms, first aid kit, and broom and shovel for cleaning up spillage.
 - iii. Licensed, inspected, and operated in accordance with all State and local laws and regulations.
 - iv. Maintained in proper working order free of leaking fluids and in as cleanly and odor free condition as possible.
- (e) Contractor Personnel. Contractor shall ensure that its personnel providing service under this Agreement:
 - i. Wear a uniform with a name tag or identification.
 - ii. Conduct themselves in a courteous and professional manner.
 - iii. Operate collection vehicles in a safe, alert manner free from the distractions of hand-held electronic devices as required by state law, and free from the influence of drugs or alcohol.
- (f) Disposal by Contractor. Dispose of all Acceptable Waste and Recyclables at facilities where the Contractor can legally dispose of at Contractor's expense. Collection vehicles shall be weighed after completion of a route or at the end of the day, whichever occurs first. Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net wet weight. A copy of each weight slip shall be kept on file for the term of this Agreement and shall be made available for inspection upon request by the City.
- (g) Collection Day. Collect all Acceptable Waste once weekly on Mondays. Commercial services may have two additional collection days.
- (h) Holidays. If the regular collection date falls on a holiday, the Contractor may collect all Acceptable Waste and Recyclables on the next day. The Contractor shall, at its expense, notify the City and residents of changes in collection dates resulting from a holiday, at the beginning of every year.
- (i) Collection Times. Contractor shall not begin collections before 6:00 a.m. and shall complete collection by 6:00 p.m. For good cause, Contractor may request an exception for a specific collection day from the Public Works Director by phone or email.
- (j) Lost and Damaged Containers. Contractor will be allowed to bill residents or businesses directly for carts or dumpsters damaged by the resident or business or carts taken without the consent of Contractor or the City. The City is not responsible for any of these costs.
- (k) Missed Collections. The Contractor shall be responsible for missed collections. If Contractor receives notice of the missed collection before noon, the missed

collection shall be picked up on the same day. If Contractor receives notice after 12 p.m., Contractor shall pick up the missed collection no later than the next day. If the refuse container was not in place for collection at the time Contractor provided service, it is not a "missed collection." The Hauler shall pay the City a \$25 missed pickup fee per unit for failure to resolve the missed collection within the proper time period after notification.

- (l) Cleanup of Spilled Material. Contractor shall make its best efforts to avoid and control spillage or blowing refuse. Contractor shall immediately cleanup any refuse spilled or blown from collection vehicles during the course of collection operations.
- (m) Construction Dumpsters. This agreement does not include disposal of construction debris by dumpster. Each household/commercial unit may contact any company for this type of disposal service.
- (n) Title to Waste. Title to and liability for Prohibited Waste shall at no time pass to Contractor or the City.

7. **Commercial Service Costs**. The cost for commercial refuse service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for waste collection.

- (a) Refuse Fee. All Commercial Units shall pay a fee for the Acceptable Waste collection based on the container size ("Commercial Refuse Fee"). The Commercial Refuse Fee rates are as follows:
 - i. The rate for 60-65 gallon containers shall be ~~\$~~\$20.67 per month.
 - ii. The rate for 90-95 gallon containers shall be ~~\$~~\$20.67 per month.
 - iii. The rate for a 1 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: ~~\$~~\$70.98 per month.
 - 2) Two Pickups/Week: ~~\$~~\$141.99 per month.
 - 3) Three Pickup/Week: ~~\$~~\$212.98 per month.
 - iv. The rate for a 1.5 cubic yard dumpster shall be as follows: size not available
 - 1) One Pickup/Week: ~~\$~~ per month.
 - 2) Two Pickups/Week: ~~\$~~ per month.
 - 3) Three Pickup/Week: ~~\$~~ per month.
 - v. The rate for a 2 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: ~~\$~~\$110.93 per month.
 - 2) Two Pickups/Week: ~~\$~~\$199.73 per month.
 - 3) Three Pickup/Week: ~~\$~~\$332.77 per month.
 - vi. The rate for a 4 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: ~~\$~~\$150.89 per month.
 - 2) Two Pickups/Week: ~~\$~~\$284.03 per month.
 - 3) Three Pickup/Week: ~~\$~~\$425.96 per month.
 - vii. The rate for a 6 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: ~~\$~~\$199.71 per month.
 - 2) Two Pickups/Week: ~~\$~~\$372.73 per month.
 - 3) Three Pickup/Week: ~~\$~~\$559.10 per month.
- (b) Compactors. The rate for a 30-yard, self-contained trash compactor.
 - 1) One-Per Pickup/Week: ~~\$~~\$227.37 per month.

2) ~~Two Pickups/Week: \$< per month~~ Compactor Disposal \$121.99/Ton/pickup.

3) ~~Three Pickup/Week: \$< per month.~~

- (c) **Pass Through Costs.** Contractor's fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.

8. **Residential Service Costs.** The cost for residential refuse service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for additional bags or special Acceptable Waste collection.

- (a) **Refuse Fee.** All Households shall pay a fee for the Acceptable Waste collection based on the container size ("Refuse Fee"). The Refuse Fee rates are as follows:

i. The rate for 30-35 gallon containers shall be \$< ~~\$22.00~~ per month.

ii. The rate for 60-65 gallon containers shall be \$< ~~\$22.00~~ per month.

iii. The rate for 90-95 gallon containers shall be \$< ~~\$22.00~~ per month.

iv. The rate for a bag or tag system shall be \$< ~~\$10~~ per unit.

iv.v. The rate for 65-90 gallon recycling every other week shall be \$4.15 per month.

- (b) **Pass Through Costs.** Contractor's fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.

9. **Billing.** The Contractor shall bill all Households and Commercial Units for the Refuse Fee, Recycling Fee, and corresponding taxes. The Contractor shall bill all other fees and charges for additional bags, special waste collection, container exchanges, or damaged carts.

10. **Customer Service.** The Contractor shall provide staffing of a local telephone number to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 4:30 p.m. on all days of collection as specified in this Agreement. Phone calls to the Contractor for any reason must be answered by a "live person" rather than a recording, or roll over to an answering machine/voice mail system to leave a message. Return calls from voice mail messages must be returned within three hours during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 10:00 a.m. the next business day. Recorded messages of the Contractor shall request a day time phone number where the caller can be reached. The Contractor may also request a daytime email address for customers.

The Contractor shall have an ~~answering machine or voice mail system activated to receive phone calls after hours~~ email address for afterhours missed collection complaint communication. The ~~telephone number~~ local email address shall be given to the City in writing, with a minimum of ten days' prior notice of any change. ~~The address of this office as of the execution of the Agreement is <insert contractor address>, and the telephone number is <insert contractor phone#>~~ The Contractor shall also allow complaints to be made electronically and shall provide an email address or website link.

11. Delayed Refuse Collection. After notice to City staff, the Contractor may postpone trash collections due to severe weather or other causes outside the Contractor's reasonable control (each, an event of "Force Majeure"). Every effort shall be made by the Contractor to coordinate service postponement announcements with the City so that mixed messages are not broadcast to City residents. Upon postponement, collection will be made on the next day following the conclusion of delay-causing event. Road projects may occasionally impact Contractor's collection routes. The City and Contractor shall work together to ensure that efficient refuse collection is maintained during road projects.

11.12. Force Majeure: Except for City's obligation to pay amounts due to Republic, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Republic has no control, shall not be included as part of Republic's service under this Agreement. In the event of increased volume due to a Force Majeure event, Republic and the City shall negotiate the additional payment to be made to Republic. Further, the City shall grant Republic variances in routes and schedules as deemed necessary by Republic to accommodate collection of the increased volume of Waste Materials.

12.13. Special Cleanup Collections. Contractor agrees to conduct a Fall special cleanup with special curbside collection on a date mutually agreed upon by the City and Hauler. This date will typically be held on a Saturday in October. Contractor agrees to publish for two weeks an advertisement in the official city newspaper with details of the event.

13.14. Service to City Facilities. The Contractor shall, at no extra cost to the City, supply the City of Foley the following containers and/or dumpsters:

LOCATION	TYPE OF CONTAINER	COLLECTION
321 4 th Avenue N – Public Works	Public Works – 6 cubic yard dumpster	3 times per week
251 4 th Avenue N – City Hall (alley)	1 - 65-gallon refuse 2 - 65-gallon recycling	Refuse – weekly Recycling – bi-weekly
440 Broadway Avenue S	30 yard roll-off – Foley Fun Days	Drop Off Friday before Foley Fun Days – pick up Friday after (June of each year)

15. Equipment; Access: Any equipment Republic furnishes shall remain Republic's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Republic's handling of the equipment). City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall be

liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of City's use, operation or possession of the equipment.

City shall provide safe, unobstructed access to the equipment on the scheduled collection day. Republic may charge an additional fee for any additional collection service required by City's failure to provide access.

14.16. Public Education. Contractor shall, at its sole cost, prepare and distribute an annual public education piece and "Prohibited Waste" tags. Contractor agrees to work with the City to provide information for the City's various communication outlets on waste education and service issues.

15.17. City Inspection. The City, at its sole cost, may inspect all Contractor's records directly relating to this Agreement, vehicles, and facilities used by Contractor to provide service under this Agreement. The City will provide reasonable advanced notice and appropriate limitations as to the scope and frequency of the audit to Contractor of such inspection. Contractor agrees to comply with the Minnesota Government Data Practices Act regarding maintenance of data, data privacy, and data dissemination.

16. **Liability.** Nothing in this Agreement shall constitute a waiver of the City's statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Insurance secured by Contractor shall be issued by insurance companies ~~acceptable to the City~~ rated A-VIII, or higher, by A.m. Best and authorized to do business in Minnesota. All required insurance shall be in effect on the Effective Date and remain continuously in effect for the term of the Agreement. Contractor shall provide the City with evidence of insurance on an ACORD 25 Insurance Certificate. A 30-day written notice is required if the policy is cancelled. Acceptance of the insurance by the City shall in no way affect the liability of the Contractor.
- (a) **Indemnification.** Contractor agrees to indemnify, defend and hold the City of Foley harmless from any and all claims, demands, damages, costs, judgments or liabilities, including reasonable attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or non-performance by the Contractor of the requirements of this Agreement.
- (b) **Commercial General Liability Insurance.** Contractor shall obtain and maintain commercial general liability insurance ~~in with insurance~~ companies satisfactory to the City rated A-VIII, or higher, by A.M. Best, naming the City as additional insured via blanket-form endorsement. The commercial general liability insurance policy shall have policy limits in the sum of at least \$1,000,000 general aggregate, \$1,000,000 personal injury per occurrence, \$1,000,000 property damage per occurrence.
- (c) **Commercial Automobile Liability Insurance.** Contractor shall obtain and maintain commercial automobile liability insurance on all owned, leased, or operated vehicles providing service under this Agreement in the sum of at least \$1,000,000.00 per accident.
- (d) **Workers Compensation Insurance.** Contractor shall meet all statutory requirements for workers compensation insurance coverage.
- (e) **Independent Contractor.** Nothing contained in this Agreement is intended to create or establish an employer/employee relationship or a partnership between the City and Contractor. At all times Contractor shall remain an independent contractor. Any and all personnel of Contractor shall be considered employees or subcontractors of the Contractor and not the City. Workers' Compensation/Employer's Liability is only applicable to Contractor's employees.
17. **Default.** Either party may declare a default if the other party has failed to comply with the terms of this Agreement, by providing the defaulting party with written notice of the specific default. The defaulting party shall have 30 days to cure such default. After service of notice of default and failure to cure such default within the period allowed, the non-defaulting party shall be released from the terms of this Agreement, and its obligations hereunder shall cease. The release of the non-defaulting party from the obligations of this Agreement shall not necessarily release the defaulting party of its obligations. Any legal action arising under this Agreement shall be venued in Benton County.
18. **Non-Assignment.** This Agreement shall not be assigned or subcontracted without written approval from the City Council and Contractor, which approval shall not be unreasonably withheld, delayed, or qualified.

19. **Amendment of Agreement.** The Agreement may only be amended in writing, approved by the City Council and signed by both the Contractor and City.

CONTRACTOR

CITY OF FOLEY

↔Allied Waste Services of North America, LLC dba Republic Services of Sauk Rapids

Its General Manager _____ Mayor

Attest:

City Administrator

Exhibit B
City Map

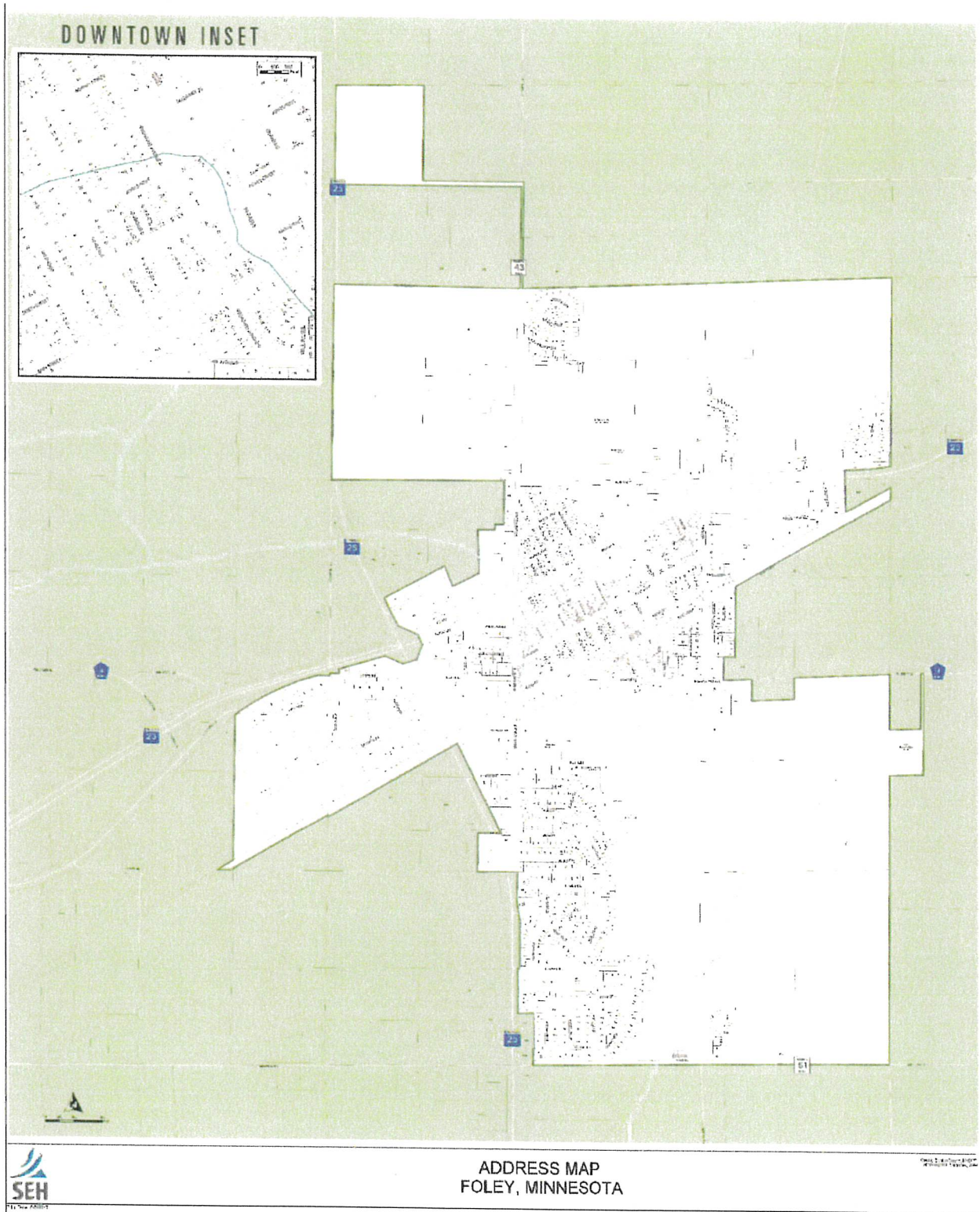


Exhibit C

Price Worksheet – OPTION 1 (Both Commercial & Residential)

Hauler-Administered billing Note: A 5% rate increase is applied July 1st of each year

*price per month

	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
Residential			
30 gal	<u>\$22.00</u>	N/A	N/A
60 gal	<u>\$22.00</u>	N/A	N/A
90 gal	<u>\$22.00</u>	N/A	N/A
Recycling (every other week)	<u>\$4.15</u>	N/A	N/A
Commercial			
60 gal	<u>\$20.67</u>	N/A	N/A
90 gal	<u>\$20.67</u>	N/A	N/A
Recycling	<u>\$20.67</u>	N/A	N/A
1 Cubic Yard Dumpster 1.5 Cubic Yard	<u>\$70.98 (1 CY)</u>	<u>\$141.99 (1 CY)</u>	<u>\$212.98 (1 CY)</u>
Dumpster 2 Cubic Yard	<u>\$110.93 (2 CY)</u>	<u>\$199.73 (2 CY)</u>	<u>\$332.77 (2 CY)</u>
Dumpster 3 Cubic Yard	<u>\$130.91 (3 CY)</u>	<u>\$241.87 (3 CY)</u>	<u>\$392.70 (3 CY)</u>
Dumpster 4 Cubic Yard	<u>\$150.89 (4 CY)</u>	<u>\$284.03 (4 CY)</u>	<u>\$425.96 (4 CY)</u>
Dumpster 6 Cubic Yard	<u>\$199.71 (6 CY)</u>	<u>\$372.73 (6 CY)</u>	<u>\$559.10 (6 CY)</u>
Dumpster 8 Cubic Yard	<u>\$375.01 (8 CY)</u>	<u>\$701.11 (8 CY)</u>	<u>\$1,051.62 (8 CY)</u>
Dumpster 30 Yard Self- Contained Trash Compactor	<u>Haul Rate: \$227.37</u> <u>Disposal Rate \$121.99/T</u>	Same	Same
	<u>Haul Rate: \$227.37</u> <u>Disposal Rate \$121.99/T</u>	Same	Same

Residential Bag or Tag
System = \$ 10.00 per bag or tag

Price Worksheet – OPTION 2 (Just Residential Contracted Service)

Hauler-Administered billing

*price per month

	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
Residential			
30 gal	<u>No Bid</u>	N/A	N/A
60 gal	<u>No Bid</u>	N/A	N/A
90 gal	<u>No Bid</u>	N/A	N/A
Recycling	<u>No Bid</u>	N/A	N/A
(every other week)	<u>No Bid</u>		

Residential Bag or Tag

System = \$ No Bid

n/a per bag or tag

Exhibit D

Hauler Questionnaire

1. CONTACT INFORMATION

- a. Company Name: Allied Waste Services of North America, LLC dba Republic Services of Sauk Rapids
- b. Address: 700 40th Avenue N.E. , Sauk Rapids, MN 56379

- c. Telephone: 612-889-7324
- d. Contact Person: Beverly Mathiasen, Municipal Sales Manager
 - i. Telephone: 612-889-7324
 - ii. Email: bmathiasen@republicservices.com

2. BUSINESS INFORMATION

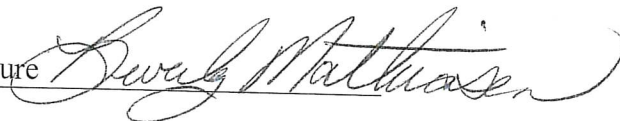
- a. Within the past 5 years has the company failed to complete a contract with a governmental entity or had a governmental entity terminated a contract with the company? Yes ___ No X If yes, please identify the governmental entity and explain the circumstances on a separate sheet.
- b. Within the past 5 years has the company been cited for any violations in the State of Minnesota related to the collection or hauling of solid waste? Yes ___ No X If yes, please identify the governmental entity and explain the circumstances on a separate sheet.
- c. Within the past 5 years has the company been a party to any lawsuits with governmental entities related to the collection or hauling of solid waste? Yes ___ No X If yes, please identify the governmental entity and explain the circumstances on a separate sheet.

CERTIFICATION

I swear that I am authorized to execute this document on behalf of Allied Waste Services of North America, LLC dba Republic Services of Sauk Rapids. I certify that the RFP response and all information submitted by Beverly Mathiasen is true and correct.

Date: May 30, 2024

Signature



Printed Name and Title Beverly Mathiasen, Municipal Sales Manager

Acknowledgment of Receipt
City of Foley



Request for Proposals – Organized Solid Waste Collection

Name: Beverly Mathiasen

Organization: Allied Waste of North America, LLC dba Republic Services of Sauk Rapids

Contact Person: Beverly Mathiasen

Address: 700 40th Avenue N. E.

Sauk Rapids, MN 56379

Phone: 612-889-7324

Email: bmathiasen@republicservices.com

By signing, you agree the information above will be used in the need to make contact regarding a change in the RFP schedule, additional information needing to be provided or an amendment to the RFP.

Signed: _____

Beverly Mathiasen

Date: _____

5/29/2024



May 29, 2024

City of Foley
c/o Sarah A. Brunn, City Administrator
251 4th Ave N
PO Box 709
Foley, MN 56329

Dear Sarah, Mayor and Council Members,

Thank you for the opportunity to submit this proposal. This proposal is being submitted by Jim's Mille Lacs Disposal of Milaca, MN. Our company was founded in 1954 by Russ and Betsy Hill. Jim started working for them in 1986, and he worked for them for 8 years before purchasing in 1994.

We currently have contracts with the cities of Milaca, Onamia, and Pease. We do clean-ups each year in the cities of Pease, Foreston, Wahkon, and Elk River, as well as the Townships of Princeton, Baldwin, Zimmerman/Livonia, Palmer, Springvale, and Santiago. We also supply waste removal services during the Mille Lacs County Fair, Rec Fest, Onamia Days, Foreston Fun Days, Mudfest, Outlaw Grass Drags, and we provide services to many residential and commercial businesses in the surrounding areas.

We employ 14 drivers and 4 customer service representatives. We also employ multiple subs and part time drivers to help on busy days or in case of a staff absence to ensure no disruption in service. Our customer service reps are able to answer phone calls and emails in a timely matter, addressing questions regarding billing, service, and any other questions the customer may have.

We take pride in the standards we have set for our Customer Service Representatives. We answer calls as "real live people" with no prompts or buttons to push. We want to alleviate any calls that the City of Foley would have come into their offices due to complaints or non-live persons on the other end of the phone lines. Our goal would be that no calls would be going to the City of Foley offices.

We work hard to increase efficiency by being conservative on scheduling routes and choosing appropriate dumpster sizes to reduce the number of trips down streets and alleys. We work with residents and business owners to provide meaningful services that will result in reduced wear and tear on public and private roads. Additionally, wherever we can help save the customer money, we will.

190 2nd Street NE • P.O. Box 275 • Milaca, MN 56353 • 320-983-6474
www.jimsmillelacsdisposal.net

In the event that a trash service gets missed or not set out, our drivers will take a picture, note the time, and report back to our offices. We will complete a work order to have a satellite truck schedule a pickup or we can work with residents and business owners to pick up on another day we are in town completing other routes.

In the event that a truck breaks down, we have a mobile mechanic that can fix repairs on the go in a timely fashion or we can bring out one of our spare trucks to continue service. For all other issues, we will notify the city administrator and public works director, and, if needed, notify residents and business owners to mitigate the problem.

If awarded this RFP, we will have a staging area set up at one of the following properties: 30 2nd Ave W, 190 Glen St, or 211 Glen St. We will distribute recycling and trash carts and containers to residential and commercial customers starting one week prior to contract starting. For any requests for a change in size of cart, or to report a damaged cart, the resident or business will need to contact our customer service representatives, and a work order will be made to complete the change for the customer. Our drivers will also note any carts or containers that need to be replaced while on the route.

Commercial containers and carts will likely be picked up on Mondays, Wednesdays, and/or Fridays. Residential carts and recycling carts will likely be picked up on Thursdays. We will need to purchase 1,500 carts and approximately 150 dumpsters in a variety of sizes. All proposed pricing can be found in Exhibit C, options 1 and 2.

Below is a list of references:

Tammy Pfaff	City Administrator, City of Milaca	320-983-3141
Diane Kiel	Mayor, City of Pease	320-369-3630
Marge Agnew	Mayor, City of Onamia	320-532-3311

Thank you for your consideration,



Jesse Gerads
Jim's Mille Lacs Disposal Inc

CITY OF FOLEY

**REQUEST FOR PROPOSALS
FOR
ORGANIZED SOLID WASTE COLLECTION**



RELEASED MAY 15, 2024

Scope of Services

The City of Foley has outlined a minimum scope of services as embodied in the Preliminary Contract (**Exhibit A**). The final scope of services will be dependent upon the responses from haulers and negotiations that lead to the Final Contract. The present scope of services identified is as follows:

Households/Units. Based on city water/sewer accounts, the approximate number of residential units is 762. The approximate number of commercial units is 152. All units would be served by a single hauler. A city map (**Exhibit B**) has been provided.

Containers. The Hauler shall own and maintain all containers and offer residents a solid waste bag or tag system and container option in each of the following ranges: 30-35 gallon, 60-65 gallon, and 90-95 gallon. Recycling containers shall be a minimum size of 60 gallons. Containers for commercial units shall be 60-65 gallon, 90-95 gallon and dumpsters sizes of 1 cubic yard, 1.5 cubic yard, 2 cubic yard, 4 cubic yard, 6 cubic yard and an option for a 30 yard self-contained trash compactor.

Collection Days. Collection will be required once weekly (preferably Monday) for residential units. Commercial will be provided service at least weekly and up to three times per week.

Collection Times. Collection may begin no earlier than 6 a.m. and collection shall cease by 6 p.m. unless approved by the City.

Recycling. Collection of single sort recyclable material is required once every other week on the same day as solid waste collection.

Billing. Billing, will be administered by the Hauler.

Delivery of Service. Vehicles and personnel must meet minimum standards as indicated in the Preliminary Contract to ensure public safety, city-wide cleanliness, and a high level of customer satisfaction.

Special Collection Event. The Hauler shall include one annual curbside special collection event in the City in the fall at no additional charge to the City or customers.

Service to City Facilities. The Hauler will provide collection service to all City facilities at no additional charge.

Contract Provisions. The Hauler will be required to provide meaningful customer service to City residents, regular reporting to the City, and indemnification of the City together with proof of liability insurance coverage.

Special Collection Events

There will be one special curbside collection event per year in the fall of each year. Dates of the special pick-ups are to be approved by the City and will be held on a Saturday in the fall. This cleanup is for larger, bulky items but does not include yard waste, appliances, electronics, tires or other hazardous waste.

Submission Requirements

All submissions will become the property of the City and will not be returned. The contents of this RFP, any addenda to this RFP, the successful proposal, and any written clarifications to the contents thereof submitted by the successful Hauler shall become part of the contractual obligations and be incorporated by reference into the final contract. All haulers must submit a qualifications section within their proposals. The qualifications section must include information in the following areas:

Management Responsibility

Haulers will be evaluated on the basis of their experience with similar solid waste collection projects. Haulers' responses should address the following:

1. Successful working relationships with municipalities and other governmental agencies;
2. Number and identification of similar collection projects undertaken by the hauler within the State of Minnesota;
3. Innovative techniques used to increase efficiency and reduce wear on public roads; and
4. Hauler's approach to customer service under an organized collection system.

Haulers must identify the problems that the Hauler believes could arise and provide a summary of how the Hauler will address such issues. This should include how the hauler deals with absent employees, equipment breakdowns; and capability to provide flexible service.

The Hauler must address specifically how the Hauler will work with the City to identify and resolve recurring problems. The must indicate the number of employees and how they will be utilized by the Hauler to ensure proper collection and customer service.

Haulers are encouraged to submit references for existing residential and commercial collection services under contract with governmental entities to demonstrate their experience.

Collection Services

The Hauler shall describe how it would implement and carry out the services requested in this RFP. The Hauler shall describe how it would implement services if were only awarded residential or commercial collection services. The Hauler shall provide sufficient information to demonstrate the Hauler's clear understanding of the services requested by the City through this RFP. The response shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the service objectives of this RFP and handle the quantity and composition of materials to be collected. The information should include equipment descriptions and specifications and the identification of any additional equipment and containers that Hauler would purchase, lease or otherwise secure in order to provide services within the City.

Container Management

The Hauler shall describe a plan for distribution, maintenance, and replacement of solid waste containers. This shall include timeframes and procedures to ensure that residents have no interruption in service during a change in haulers. The Hauler shall describe their approach to changing out containers due to resident request, service changes to a property, and damaged or defective containers.

Price Proposals

All responsive Haulers shall provide a completed Price Worksheet as attached in **Exhibit C**. This includes pricing per container size for solid waste and recycling collection as well as a bag or tag system. This form shall be executed by the authorized official to bind the Hauler. The City reserves the right to split a reuse collection agreement between different haulers for residential and commercial refuse.

Proposal Forms

Haulers shall submit the following forms as a part of their proposals:

1. Price Worksheet (**Exhibit C**)
2. Hauler Questionnaire with signed Certification (**Exhibit D**)

All forms must be completed and submitted for the proposal to be deemed responsive. All forms must be executed by an official authorized to bind the Hauler, and must be submitted as part of the proposal.

Submitting Proposals

Proposals must be submitted by 4:00p.m. on May 30, 2024 to the following:

Sarah A. Brunn, Foley City Administrator
251 4th Avenue N
P.O. Box 709
Foley, MN 56329
320-968-7260
sbrunn@ci.foley.mn.us

Questions and Amendments to the RFP

Questions, requests for clarification, or requests for information about this RFP or process must be submitted in writing (via mail or email) to Sarah Brunn, City Administrator (see above for address).

The City reserves the right to amend or clarify this RFP. All amendments or clarifications will be posted on the City website and provided to all Haulers who have picked up an RFP packet at City Hall. The City reserves the right to award a contract to one hauler for residential service and a separate hauler for commercial service. The City reserves the right to extend the deadline for proposals as may be necessitated by amendments or clarifications.

Cost of Proposal Preparation and Negotiation

All Haulers participating in this RFP process and any subsequent negotiations shall prepare the required materials and submittals and any subsequent materials and submittals at their own expense, and with the express understanding that there may be no claims whatsoever for reimbursement from City for any cost or expenses associated with this process. The City reserves the right to terminate the process at any time.

Availability of Information

The City and its consultants are not liable for omissions or errors contained in the RFP, and submittal of a proposal by a Hauler shall serve as the Hauler's verification and acknowledgement of the City's lack of liability.

Proposals May be Rejected in Whole or Part

The City reserves the right to reject any or all proposals; reject parts of proposals; negotiate modifications of proposals submitted for purposes of finalizing and executing a final contract or contracts; and accept part or all of the proposals on the basis of considerations other than cost or proposed rates.

How to Submit Proposals

RFP packets can be picked up at Foley City Hall during regular business hours, beginning May 15, 2024. All haulers must sign an acknowledgment of receipt so that the City has a record of interested haulers and can provide additional information or amendment to the RFP or proposed schedule.

Proposal shall be submitted to the City Administrator at City Hall no later than 4:00 p.m. on **May 30, 2024**, in a sealed envelope with the name of the proposing Hauler on the outside and addressed as follows:

“Solid Waste Collection Services Proposal”

City of Foley
c/o Sarah A. Brunn, City Administrator
251 4th Avenue N
P.O. Box 709
Foley, MN 56329

Proposals will be date-stamped and treated in accordance with the Minnesota Government Data Practices Act. Seven written hard copies of the proposal, including all forms and attachments, shall be submitted.

Exhibit A

Preliminary Contract

REFUSE COLLECTION SERVICE AGREEMENT

This Agreement between the City of Foley, a Minnesota municipal corporation (the "City") and _____ (the "Contractor") is made July 1, 2024 ("Effective Date"). The collection of refuse under this Agreement shall be managed and disposed of in accordance with the Benton County Solid Waste Ordinance #162, as may be amended, and the Tri-County Solid Waste Management Plan.

RECITALS

WHEREAS, Minnesota Statute §115A.94 allows cities to implement organized solid waste collection;

WHEREAS, the City of Foley has implemented organized collection within the City of Foley for many years;

WHEREAS, the City released a Request for Proposals ("RFP") for organized collection on May 15, 2024; and

WHEREAS, Contractor submitted a proposal to the RFP ("RFP Response") to provide service under the terms of the RFP submission.

AGREEMENT

NOW, THEREFORE, in consideration of the representations in this Agreement, the City and Contractor agree to the following terms:

1. **Definitions.** Terms in this Agreement shall have the following meaning:

Acceptable Waste: garbage, refuse and other municipal solid waste from residential activities, but does not include Prohibited Waste or Recyclables.

Prohibited Waste: waste delivered in quantities which, as determined by the Tri-County Solid Waste Management Commission, may pose a threat to health or safety, or to the environment, or may cause damage to, or materially adversely affect, the operation of the Facility accepting waste, including but not limited to: incinerator ash; foundry sand; explosives; hospital pathological and biological waste; Hazardous Waste; chemicals and radioactive materials; oil sludges; asbestos in identifiable quantities; cesspool or other human wastes; sewage and any other highly diluted, water-carried materials or substances and those in gaseous forms; human or animal remains; street sweepings; ash; mining waste; sludges; demolition debris; hazardous refuse of any kind such as cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons, drugs and such other materials as may be specified from time to time by resolution of the Tri-County Solid Waste Management Commission or by resolution of the Benton County Board.

Recyclables: metal food/drink containers, glass bottles and jars, plastic bottles and containers, cardboard, and paper, but does not include Prohibited Waste.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Hazardous Waste: waste defined as hazardous waste by State or Federal law, rules and regulations from time to time, including but not limited to 42 U.S.C. Section 6903 (5), and regulations interpreting such act, or in Minnesota Statutes Section 116.06, subd. 13 and regulations interpreting such statute, but excluding waste excluded from regulation by Minnesota Rules 7045.0120A, as any of the foregoing may be amended from time to time.

Household: Any dwelling unit located in a building containing up to four dwelling units that is served by refuse collection under this Agreement.

Commercial Unit: Any commercial property or business, other than a Household, that is served by refuse collection under this Agreement.

Facility: the disposal facility designation by the Tri-County Solid Waste Commission.

2. **Term.** The term of this Agreement shall be from the Effective Date, to June 30, 2029. Actual collection service shall begin on July 1, 2024 and run through June 30, 2029.
3. **Incorporation of RFP Response from Contractor.** In addition to the terms of this Agreement, the City has relied on the representations from the Contractor the RFP Response. Contractor's RFP Response is part of the contractual obligations and are hereby incorporated into this Agreement. In the event that any representation by Contractor in the RFP Response conflicts with any term of this Agreement, this Agreement shall control and take precedent.
4. **Household Count.** The approximate number of Households/Residential Units as of the Effective Date is 762.
5. **Commercial Unit Count.** The approximate number of Commercial Units as of the Effective Date is 152.
6. **Refuse Collection Service.** In providing said service Contractor shall:
 - (a) **Refuse Containers.** Contractor shall collect Acceptable Waste at least weekly of all Households and Commercial Units in the City of Foley that are placed in containers provided by Contractor and approved by the City.
 - (b) **Recycling Containers.** Contractor shall collect Recyclables once every other week in single-sort containers at least 60 gallons in size or larger provided by Contractor and approved by the City Council. Recyclable collection shall occur on the same day as refuse collection.

- (c) Handling of Prohibited Waste. If Contractor determines that a Household or Commercial Unit has set out Prohibited Waste, Contractor shall:
 - i. Leave the prohibited waste in the Household's refuse container and leave a "Prohibited Waste" tag.
 - ii. Record the address and the prohibited waste.
- (d) Collection Vehicles. Contractor shall use an enclosed truck for Acceptable Waste and Recyclable pick-up service. Each vehicle shall be:
 - i. Conspicuously marked with the name and telephone number of Contractor on both sides of the vehicle.
 - ii. Equipped with a fire extinguisher, back up alarms, first aid kit, and broom and shovel for cleaning up spillage.
 - iii. Licensed, inspected, and operated in accordance with all State and local laws and regulations.
 - iv. Maintained in proper working order free of leaking fluids and in as cleanly and odor free condition as possible.
- (e) Contractor Personnel. Contractor shall ensure that its personnel providing service under this Agreement:
 - i. Wear a uniform with a name tag or identification.
 - ii. Conduct themselves in a courteous and professional manner.
 - iii. Operate collection vehicles in a safe, alert manner free from the distractions of hand-held electronic devices as required by state law, and free from the influence of drugs or alcohol.
- (f) Disposal by Contractor. Dispose of all Acceptable Waste and Recyclables at facilities where the Contractor can legally dispose of at Contractor's expense. Collection vehicles shall be weighed after completion of a route or at the end of the day, whichever occurs first. Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net wet weight. A copy of each weight slip shall be kept on file for the term of this Agreement and shall be made available for inspection upon request by the City.
- (g) Collection Day. Collect all Acceptable Waste once weekly on Mondays. Commercial services may have two additional collection days.
- (h) Holidays. If the regular collection date falls on a holiday, the Contractor may collect all Acceptable Waste and Recyclables on the next day. The Contractor shall, at its expense, notify the City and residents of changes in collection dates resulting from a holiday, at the beginning of every year.
- (i) Collection Times. Contractor shall not begin collections before 6:00 a.m. and shall complete collection by 6:00 p.m. For good cause, Contractor may request an exception for a specific collection day from the Public Works Director by phone or email.
- (j) Lost and Damaged Containers. Contractor will be allowed to bill residents or businesses directly for carts or dumpsters damaged by the resident or business or carts taken without the consent of Contractor or the City. The City is not responsible for any of these costs.
- (k) Missed Collections. The Contractor shall be responsible for missed collections. If Contractor receives notice of the missed collection before noon, the missed

collection shall be picked up on the same day. If Contractor receives notice after 12 p.m., Contractor shall pick up the missed collection no later than the next day. If the refuse container was not in place for collection at the time Contractor provided service, it is not a "missed collection." The Hauler shall pay the City a \$25 missed pickup fee per unit for failure to resolve the missed collection within the proper time period after notification.

- (l) Cleanup of Spilled Material. Contractor shall make its best efforts to avoid and control spillage or blowing refuse. Contractor shall immediately cleanup any refuse spilled or blown from collection vehicles during the course of collection operations.
- (m) Construction Dumpsters. This agreement does not include disposal of construction debris by dumpster. Each household/commercial unit may contact any company for this type of disposal service.
- (n) Title to Waste. Title to and liability for Prohibited Waste shall at no time pass to Contractor or the City.

7. **Commercial Service Costs.** The cost for commercial refuse service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for waste collection.

- (a) Refuse Fee. All Commercial Units shall pay a fee for the Acceptable Waste collection based on the container size ("Commercial Refuse Fee"). The Commercial Refuse Fee rates are as follows:
 - i. The rate for 60-65 gallon containers shall be \$<> per month.
 - ii. The rate for 90-95 gallon containers shall be \$<> per month.
 - iii. The rate for a 1 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$<> per month.
 - 2) Two Pickups/Week: \$<> per month.
 - 3) Three Pickup/Week: \$<> per month.
 - iv. The rate for a 1.5 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$<> per month.
 - 2) Two Pickups/Week: \$<> per month.
 - 3) Three Pickup/Week: \$<> per month.
 - v. The rate for a 2 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$<> per month.
 - 2) Two Pickups/Week: \$<> per month.
 - 3) Three Pickup/Week: \$<> per month.
 - vi. The rate for a 4 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$<> per month.
 - 2) Two Pickups/Week: \$<> per month.
 - 3) Three Pickup/Week: \$<> per month.
 - vii. The rate for a 6 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$<> per month.
 - 2) Two Pickups/Week: \$<> per month.
 - 3) Three Pickup/Week: \$<> per month.
- (b) Compactors. The rate for a 30-yard, self-contained trash compactor.
 - 1) One Pickup/Week: \$<> per month.

- 2) Two Pickups/Week: \$<> per month.
 - 3) Three Pickup/Week: \$<> per month.
- (c) **Pass Through Costs.** Contractor's fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.

8. **Residential Service Costs.** The cost for residential refuse service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for additional bags or special Acceptable Waste collection.

- (a) **Refuse Fee.** All Households shall pay a fee for the Acceptable Waste collection based on the container size ("Refuse Fee"). The Refuse Fee rates are as follows:
- i. The rate for 30-35 gallon containers shall be \$<> per month.
 - ii. The rate for 60-65 gallon containers shall be \$<> per month.
 - iii. The rate for 90-95 gallon containers shall be \$<> per month.
 - iv. The rate for a bag or tag system shall be \$<> per unit.
- (b) **Pass Through Costs.** Contractor's fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.

9. **Billing.** The Contractor shall bill all Households and Commercial Units for the Refuse Fee, Recycling Fee, and corresponding taxes. The Contractor shall bill all other fees and charges for additional bags, special waste collection, container exchanges, or damaged carts.

10. **Customer Service.** The Contractor shall provide staffing of a local telephone number to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 4:30 p.m. on all days of collection as specified in this Agreement. Phone calls to the Contractor for any reason must be answered by a "live person" rather than a recording, or roll over to an answering machine/voice mail system to leave a message. Return calls from voice mail messages must be returned within three hours during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 10:00 a.m. the next business day. Recorded messages of the Contractor shall request a day time phone number where the caller can be reached. The Contractor may also request a daytime email address for customers.

The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The telephone number shall be given to the City in writing, with a minimum of ten days' prior notice of any change. The address of this office as of the execution of the Agreement is <insert contractor address>, and the telephone number is <insert contractor phone#> The Contractor shall also allow complaints to be made electronically and shall provide an email address or website link.

11. **Delayed Refuse Collection.** After notice to City staff, the Contractor may postpone trash collections due to severe weather or other causes outside the Contractor's reasonable control (each, an event of "Force Majeure"). Every effort shall be made by the Contractor to coordinate service postponement announcements with the City so that mixed messages are not broadcast to City residents. Upon postponement, collection will be made on the next day following the conclusion of delay-causing event. Road projects may occasionally impact Contractor's collection routes. The City and Contractor shall work together to ensure that efficient refuse collection is maintained during road projects.
12. **Special Cleanup Collections.** Contractor agrees to conduct a Fall special cleanup with special curbside collection on a date mutually agreed upon by the City and Hauler. This date will typically be held on a Saturday in October. Contractor agrees to publish for two weeks an advertisement in the official city newspaper with details of the event.
13. **Service to City Facilities.** The Contractor shall, at no extra cost to the City, supply the City of Foley the following containers and/or dumpsters:

LOCATION	TYPE OF CONTAINER	COLLECTION
321 4 th Avenue N – Public Works	Public Works – 6 cubic yard dumpster	3 times per week
251 4 th Avenue N – City Hall (alley)	1 - 65-gallon refuse 2 - 65-gallon recycling	Refuse – weekly Recycling – bi-weekly
440 Broadway Avenue S	30 yard roll-off – Foley Fun Days	Drop Off Friday before Foley Fun Days – pick up Friday after (June of each year)

14. **Public Education.** Contractor shall, at its sole cost, prepare and distribute an annual public education piece and "Prohibited Waste" tags. Contractor agrees to work with the City to provide information for the City's various communication outlets on waste education and service issues.
15. **City Inspection.** The City, at its sole cost, may inspect all Contractor's records directly relating to this Agreement, vehicles, and facilities used by Contractor to provide service under this Agreement. The City will provide reasonable advanced notice to Contractor of such inspection. Contractor agrees to comply with the Minnesota Government Data Practices Act regarding maintenance of data, data privacy, and data dissemination.

16. **Liability.** Nothing in this Agreement shall constitute a waiver of the City's statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Insurance secured by Contractor shall be issued by insurance companies acceptable to the City and authorized to do business in Minnesota. All required insurance shall be in effect on the Effective Date and remain continuously in effect for the term of the Agreement. Contractor shall provide the City with evidence of insurance on an ACORD Insurance Certificate. A 30-day written notice is required if the policy is cancelled. Acceptance of the insurance by the City shall in no way affect the liability of the Contractor.
- (a) **Indemnification.** Contractor agrees to indemnify, defend and hold the City of Foley harmless from any and all claims, demands, damages, costs, judgments or liabilities, including reasonable attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or non-performance by the Contractor of the requirements of this Agreement.
 - (b) **Commercial General Liability Insurance.** Contractor shall obtain and maintain commercial general liability insurance in companies satisfactory to the City, naming the City as additional insured in the sum of at least \$1,000,000 general aggregate, \$1,000,000 personal injury per occurrence, \$1,000,000 property damage per occurrence.
 - (c) **Commercial Automobile Liability Insurance.** Contractor shall obtain and maintain commercial automobile liability insurance on all owned, leased, or operated vehicles providing service under this Agreement in the sum of at least \$1,000,000.00 per accident.
 - (d) **Workers Compensation Insurance.** Contractor shall meet all statutory requirements for workers compensation insurance coverage.
 - (e) **Independent Contractor.** Nothing contained in this Agreement is intended to create or establish an employer/employee relationship or a partnership between the City and Contractor. At all times Contractor shall remain an independent contractor. Any and all personnel of Contractor shall be considered employees or subcontractors of the Contractor and not the City.
17. **Default.** Either party may declare a default if the other party has failed to comply with the terms of this Agreement, by providing the defaulting party with written notice of the specific default. The defaulting party shall have 30 days to cure such default. After service of notice of default and failure to cure such default within the period allowed, the non-defaulting party shall be released from the terms of this Agreement, and its obligations hereunder shall cease. The release of the non-defaulting party from the obligations of this Agreement shall not necessarily release the defaulting party of its obligations. Any legal action arising under this Agreement shall be venued in Benton County.
18. **Non-Assignment.** This Agreement shall not be assigned or subcontracted without written approval from the City Council and Contractor, which approval shall not be unreasonably withheld, delayed, or qualified.

19. Amendment of Agreement. The Agreement may only be amended in writing, approved by the City Council and signed by both the Contractor and City.

CONTRACTOR

CITY OF FOLEY

<>

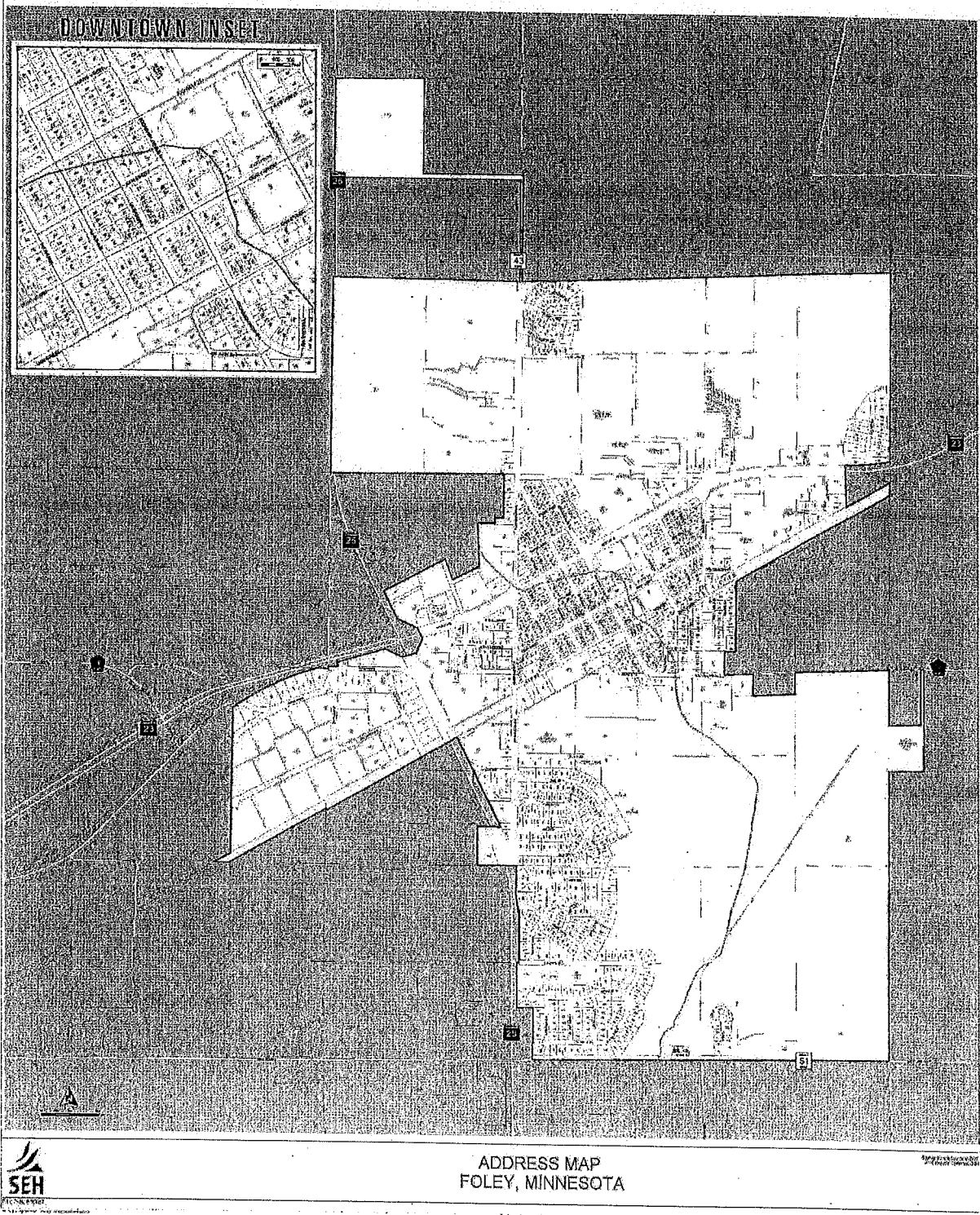
Its _____

Mayor

Attest:

City Administrator

Exhibit B
City Map



ADDRESS MAP
FOLEY, MINNESOTA

Map Enclosure
© 2000 SEH

Exhibit C
Price Worksheet – OPTION 1 (Both Commercial & Residential)

Hauler-Administered billing

*price per month

	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
Residential			
30 gal	\$12.75	N/A	N/A
60 gal	\$16.40	N/A	N/A
90 gal	\$20.96	N/A	N/A
Recycling	\$4.00	N/A	N/A
(every other week)			
Commercial			
60 gal	\$18.38	N/A	N/A
90 gal	\$20.52	N/A	N/A
Recycling	\$8.00	N/A	N/A
1 Cubic Yard Dumpster	\$65.00	\$130.00	\$195.00
1.5 Cubic Yard Dumpster	\$97.50	\$190.00	\$270.00
2 Cubic Yard Dumpster	\$125.00	\$240.00	\$340.00
4 Cubic Yard Dumpster	\$145.00	\$280.00	\$400.00
6 Cubic Yard Dumpster	\$190.00	\$360.00	\$535.00
30 Yard Self- Contained Trash Compactor	\$105.00 per ton \$300 haul charge	N/A	N/A

Residential Bag or Tag

System = \$ 5.00 per bag or tag

Price Worksheet – OPTION 2 (Just Residential Contracted Service)

Hauler-Administered billing

*price per month

	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
Residential			
30 gal	\$13.67	N/A	N/A
60 gal	\$17.32	N/A	N/A
90 gal	\$21.87	N/A	N/A
Recycling	\$4.00	N/A	N/A
(every other week)			

Residential Bag or Tag

System = \$5.00 per bag or tag

Exhibit D

Hauler Questionnaire

1. CONTACT INFORMATION

- a. Company Name: Jim's Mille Lacs Disposal Inc
- b. Address: 190 2nd St NE or PO Box 275
Milaca, MN 56353
- c. Telephone: 320-983-6474
- d. Contact Person: Jesse Gerads
 - i. Telephone: 320-980-4235
 - ii. Email: jimsmlsdisposal@frontiernet.net


2. BUSINESS INFORMATION

- a. Within the past 5 years has the company failed to complete a contract with a governmental entity or had a governmental entity terminated a contract with the company? Yes ___ No X If yes, please identify the governmental entity and explain the circumstances on a separate sheet.
- b. Within the past 5 years has the company been cited for any violations in the State of Minnesota related to the collection or hauling of solid waste? Yes ___ No X If yes, please identify the governmental entity and explain the circumstances on a separate sheet.
- c. Within the past 5 years has the company been a party to any lawsuits with governmental entities related to the collection or hauling of solid waste? Yes ___ No X If yes, please identify the governmental entity and explain the circumstances on a separate sheet.

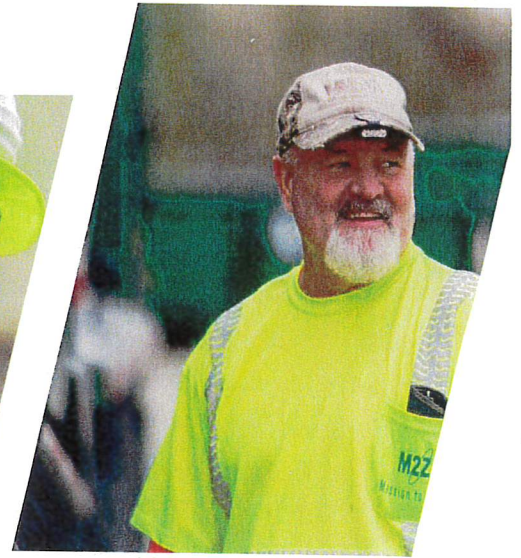
CERTIFICATION

I swear that I am authorized to execute this document on behalf of Jim's Mille Lacs Disposal Inc I certify that the RFP response and all information submitted by Jesse Gerads is true and correct.

Date: 5/29/24


Signature
Jesse Gerads Manager
Printed Name and Title

Foley, Minnesota



Residential Solid Waste & Recycling

5/30/24

SUBMITTED BY

Waste Management of Minnesota, Inc.

CONTACT

Jason Hartman
Public Sector Sale Representative

612-271-7863

Jhartma5@wm.com

5/23/24

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

Attn: Sarah Brunn

Dear Mrs, Brunn

We appreciate the opportunity to offer our Proposal for Solid Waste & Recycling to the City of Foley. We believe that we present the best overall value to the City, and we believe that our proposal meets the requirements of the RFP.

Waste Management of Minnesota has been providing Environmental Services to the residents of Minnesota for more than 40 years. If awarded the contract, Foley will be serviced from our Waste Management of Minnesota, Inc. St Cloud Hauling District located at 650 US-10, St Cloud, MN 56304 approximately 10 miles away from Foley.

Jason Hartman, Public Sector Sales Representative, is the Waste Management contact person for this proposal. He can be reached via phone (612) 271-7863 or by email at: jhartma5@wm.com.

We look forward to beginning our partnership with the city of Foley.

Sincerely,

Jason Hartman
Public Sector Sales Representative

Waste Management - Who We Are and What We Do

When most of us think about Waste Management, we often think of our drivers, our big green trucks, and our waste and recycling bins. That is a big part of who we are, but we are much more than that. As society's concept of how to most effectively manage waste is evolving, Waste Management understands this and is ready to help the city of Foley find innovative solutions to maximize your recycling and reduce your waste and environmental impact.

Waste Management is the leading provider of comprehensive waste management services in North America. Through our subsidiaries, we provide collection, transfer, recycling, and resource recovery, and disposal services. We are a leading developer, operator, and owner of landfill gas-to-energy facilities in the United States. Our mission is to maximize resource value while minimizing environmental impact to improve economic and environmental sustainability for our stakeholders.

With headquarters in Houston, Texas, our approximately 43,700 employees provide environmental services and solutions to customers throughout North America each day. With our extensive network of facilities, in 2017 we processed more than 15.3 million tons of recyclables and produced enough energy to power nearly 1.59 million homes while meeting the unique collection needs of nearly 20 million customers. In total, our facilities include:

<p>4 landfill gas-to-fuel facilities that convert landfill gas to Renewable Natural Gas (RNG) used to fuel our collection fleet</p>	<p>102 recycling processing centers, including 44 single stream recycling facilities that sort and prepare recyclables for end markets</p>	<p>4 CORE® processing facilities that process source separated organics into a slurry that is delivered to wastewater treatment facilities to increase energy production</p>
<p>40 organics processing facilities that transform food scraps and yard debris into nutrient-rich compost, fuel, and green electricity</p>	<p>390 collection operations that serve as local home-bases for our collection drivers and vehicles</p>	<p>314 transfer stations that allow us to efficiently consolidate and transport the material we collect</p>
<p>130 landfill gas-to-energy (LFGTE) projects that capture methane and convert it to renewable energy</p>	<p>252 active solid waste landfills for the proper disposal of residential, commercial, and industrial waste</p>	<p>5 hazardous waste sites that allow for the safe disposal of materials such as paint, fluorescent bulbs, and used automotive fluids</p>

An important part of our strategy is developing new waste solutions that can help our customers achieve their goals, including zero waste. Often that means developing and implementing customized service offerings for our diverse group of customers. Because of our diverse customer experience, we know what works, and we make implementing recycling and waste reduction programs easy for our customers.

From reliable residential and commercial collection to our impressive recycling centers to our environmentally sound landfills and transfer stations, we are dedicated to providing Orono excellent customer service and waste solutions that are right for you.

Waste Management - Our Company History

Through the hard work, innovation and steadfast dedication of our employees, Waste Management has been the recognized leader in the environmental services industry for over 50 years. During this time we have partnered with countless communities and businesses to implement innovative programs and services that have shaped the solid waste and recycling industry in North America. Key highlights of our history include:



1968: The original Waste Management, Inc. began operations bringing together numerous solid waste companies, including some dating from the late 1880s.



1971: Waste Management became a public company.

1971 to 1990: Waste Management grew its customer base and geographic reach from a \$16 million regional firm serving six states into an international corporation completing over 1,000 acquisitions during the 1980s and 1990s.

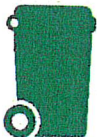


1980s-1990s: Waste Management pioneered recycling programs in communities throughout North America. Curbside recycling services began in many neighborhoods with a 3-bin system of source-separated material such as paper, glass, and metal.



1990s: Waste Management refined recycling processing facilities that allowed for the customer convenience of single stream or “all-in-one” cart-based recycling collection.

1998: Waste Management merged with USA Waste. USA Waste had begun operations in 1987 and grew rapidly through the acquisition of numerous solid waste companies. The merger between USA Waste and Waste Management led to increased service area coverage, more efficient routes, and the creation of a streamlined facility network, all resulting in even greater value for our customers.



2007: Waste Management expanded efforts to Think Green® and announced aggressive sustainability goals for the year 2020. Since this time Waste Management has made significant efforts to increase tons of recyclables managed, reduce fleet emissions, produce waste-based energy and protect wildlife habitat.



2015: Waste Management’s GHG-reducing services - recycling, natural gas projects, landfill gas to energy projects and carbon sequestration in landfills - saved over 3 times the total GHG emissions our operations generate annually.



2017: As part of our mission to maximize resource value while minimizing environmental impact so our customers, our company, our economy, and our environment can thrive, we proudly announced the opening of our 100th natural gas fueling station and induction of our 6,000th natural gas truck, giving Waste Management the largest heavy-duty, compressed natural gas-powered fleet of its kind in North America.

As of today, Waste Management has grown to approximately 43,700 employees with assets of \$22.7 billion. A substantial 50 percent of our revenue is now attributed to our green services such as recycling and green energy. Although our business has grown and evolved, our commitment to the city of Foley, our customers, and employees has and will continue to remain consistent - safe, reliable environmental services, and a steadfast focus on creating an exceptional customer experience.

References:

As a trusted environmental solutions partner for many communities throughout Minnesota, we know Foley customers, their needs, and their requirements better than any other company. We provide service for many of Foley's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Customer	Contact	Phone	Email	Description of Services	Dates of Service
Royalton	Leah Walberg	320-584-5900	clerk@royaltonmn.com	MSW, Recycling, YW	2005 thru present
Southside	Carmen Merrill	320-274-8602	cmerrill@southsidedownship.com	Recycling	2010 thru present
Rockford	Anna Carlson	763-634-8768	annac@cityofrockford.org	MSW, Recycling, YW	2004 thru present

Communities WM is currently serving for refuse or recycling collection:

City Name	Services	Dates
Long Lake	Recycling	2000 thru present
Silver Lake	MSW	2005 thru present
Rich Valley	MSW & Recycling	2002 thru present
Plato	MSW	2010 thru present
Hamburg	MSW & Recycling	2008 thru present
Dassel	MSW & Recycling	2014 thru present
Litchfield	MSW, Recycling & Yard Waste	2006 thru present
Winsted	MSW	2002 thru present
Southside Township	Recycling	2015 thru present
Rockford	MSW, Recycling & Yard Waste	2004 thru present
Cokato	MSW, Recycling & Yard Waste	2004 thru present
Green Isle	MSW & Recycling	2001 thru present

Glencoe	MSW	1995 thru present
City of Orono	Recycling	1992 thru present

Past and Anticipated Approach to Customer Service

Waste Management is committed to being responsive and customer-focused. This is particularly true of our entire WM team from customer service representatives (CSRs), to managers, to drivers and everyone in between.

Everyone working on behalf of the city is trained to be a customer service ambassador. As a highly skilled team, we provide local, consistent, reliable, and effective customer service. The combination of our local Customer Care Team, 24/7 online customer service options, and a dedicated operations and contract management team, makes sure Foley's residents and your city team receive attentive, personalized, and prompt service.

Jason Hartman, Public Sector Sales Representative for Waste Management of Minnesota, Inc., (612) 271-7863, Jhartma5@wm.com, will be the primary point of contact to liaise with the City about this agreement. He will be responsible for implementation of the final agreement. Please feel free to contact him anytime with any questions.

Collection concerns: Waste Management will continue to provide management of collection activity by assigning the residential collection responsibilities to a Danielle Payonk (based out of St Cloud office). Accordingly, the city will communicate collection concerns directly to Danielle.

Operational management: Allen Clauson will be our designated contract manager responsible for overseeing Waste Management's operational responsibilities under this contract. Allen will be involved with contract management regarding operational management matters relating directly to the contract with the City, as well as serve to liaise with the City's contract manager and other departments as needed.

Route management: Foley's Route Manager, Rick Jockisch & John Gades, will be responsible for resource planning and overseeing daily collection for the city. Rick & John's function is to provide our drivers with the support required and to confirm we have adequate resources to complete the scheduled services, along with ensuring open and effective communication with the City staff and community residents.

Communication procedures and reporting lines: Waste Management has a wide range of approaches to defining communication channels between our staff and customers. For Foley, we propose structuring communication channels thru Danielle. She will be able to handle any issues that pop up on a day-to-day basis. We are always open to feedback and are happy to discuss any options or alternatives that the City feels may better meet their needs.

City residents: Foley residents can rest assured that Waste Management will be there to answer their questions whenever they arise. The team in our local call center (Becky and Danielle 320-258-3943) is dedicated to providing best-in-class customer service for the City and all residents of Foley.

Innovative techniques used to increase efficiency:

WM Smart TruckSM Technology

WM Smart TruckSM is our state-of-the-art smart technology that helps communities ensure the cleanliness of their streets and stormwater systems, reduce contamination, and identifies recycling opportunities. This smart technology enhances our customer service by:

- Educating customers on how to care for their trash and recycling.
- Equipping drivers with the tools to capture real-time service opportunities via recorded images.
- Providing Customer Service Representatives with the technology and tools to resolve issues quickly and accurately through service verification.

How WM Smart TruckSM Works

WM Smart TruckSM technology captures footage of customer containers as they are tipped into the truck during service. Technicians review the footage to ensure materials are placed in the correct container and collected successfully. This information is never shared. If a cart associated with a service address is overloaded or has non-acceptable material inside, customers receive educational notifications.

WM Smart TruckSM Customer Communications

WM has created customizable WM Smart TruckSM customer educational communications to strategically collaborate with our customers and help build awareness of the importance of placing the right materials into the right cart.

Haulers must identify the problems that the Hauler believes could arise and provide a summary of how the Hauler will address such issues. This should include how the hauler deals with absent employees, equipment breakdowns; and capability to provide flexible service.

Problems will undoubtedly come up. WM has contingent plans for those. We have 3 swing drivers on staff to cover any expected or unexpected absences. We also have 19 residential drivers who can help cover any routes that haven't been finished at the end of the day. WM carries a 15% spare truck ratio. We have 3 trucks in our St Cloud facility that can be used if we have breakdown during the day. Our management team has over 50 years of experience. Rick and John have both been around long enough to see everything and come up with solutions to any problems that may arise.

Collection Services

The Hauler shall describe how it would implement and carry out the services requested in this RFP. The Hauler shall describe how it would implement services if were only awarded residential or commercial collection services. The Hauler shall provide sufficient information to demonstrate the Hauler's clear understanding of the services requested by the City through this RFP. The response shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the service objectives of this RFP and handle the quantity and composition of materials to be collected. The information should include equipment descriptions and specifications and the identification of any additional equipment and containers that Hauler would purchase, lease or otherwise secure in order to provide services within the city.

Service Overview

Solid Waste

Waste Management will provide once a week solid waste collection from residential structures - as defined in the RFP - within the corporate City limits and boundaries of the City of Foley.

We will use Automated Side Load Trucks. See example to the right.

Waste Management will operate Automated Side Load (ASL) trucks to provide automated curbside trash collection. We will give residents four cart options: 96-, 64 carts with green lid. Residents must place their trash carts at the curb no later than 6:30 a.m. on their service day. The trash cart should be placed at the curb with handles facing the house. Allow 4 feet between each cart and other items to allow space for automated arm of each truck to operator. Container should be completely closed and weight should not exceed 200 pounds. The cart should not contain hazardous materials or construction debris.



WM would prefer Tuesday collection but will work with the city to find a mutually agreed upon day.

Collection will not take place on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Recycling

Waste Management will provide Bi-weekly residential recycling material collection and will operate fully automated curbside recycle collection with ASL trucks. We will utilize 96-gallon carts with a yellow lid where residents should place all standard recyclables together, no sorting or bagging. Please rinse cans, bottles and containers. Residents must place their recycle carts at the curb no later than 6:30 a.m. on their service day.

We will provide monthly reports for recyclable materials to the City's Recycling Coordinator.

Collection will not take place on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Commercial

Waste Management will provide up to 3 times a week solid/recycling waste collection from Commercial structures - as defined in the RFP - within the corporate City limits and boundaries of the City of Foley.

Waste Management will operate Automated Front Load (AFL) trucks to provide trash/recycling collection. We will give Businesses multiple options: 2 to 8 yard dumpsters to carts and roll offs. Businesses must have their dumpsters accessible by 6:30 a.m. on their service day. Container should be completely closed. The containers should not contain hazardous materials.

Collection will not take place on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Container Management

The Hauler shall describe a plan for distribution, maintenance, and replacement of solid waste containers. This shall include timeframes and procedures to ensure that residents have no interruption in service during a change in haulers. The Hauler shall describe their approach to changing out containers due to resident request, service changes to a property, and damaged or defective containers.

WM has new carts setting in our cart venders' floor just waiting to be deployed. So, Foley residents have no worries about not having a cart. If selected WM would start to deliver carts in mid-June so residents will see their new carts arrive ahead of the first collection day in July. After the initial roll out WM always carries 500 to 1000 carts at our St Cloud facility so they never more than a 10-minute drive away. Residents are entitled to one free cart exchange per year, replacements due to damaged or defective containers are not charged to residents. Damage to carts caused by resident negligence will be charged a replacement cart fee.

Material Specifications and Delivery Specifications

As a society, we know that recycling is important, it's something that we really want to do, but in order for recycling to make an impact, we have to recycle right. Today's most successful and sustainable recycling programs place emphasis on the value of the materials accepted – we must ask ourselves, does this material have a viable market? If the answer is yes, we must also ensure the material we're recycling is properly prepared, clean, and free from contamination.

Our list of acceptable material is reflective of today's market reality and includes only materials that meet industry quality standards and have viable market demands. However, due to the length of our Contract with Foley, it's important to allow for the possibility that this list may need to be adjusted at some point over the next 5 years. Contract language must support our collective need to make changes to material accepted in order to respond to global market demands, as well as, protect the quality of material we process.

Ability to Dispose of Materials Where There is No End Market

In order to successfully sell the material, we collect, we must remain flexible and responsive to market shifts in material type and quality. The market has shown in the past few months, that there will be extended periods of time, where the demand for a specific material ceases to exist either temporarily or permanently. These shifts in the market are uncontrollable events that our industry cannot influence. Even the highest quality, contamination free bales of material must have a sustainable end-market in order to truly be recyclable. In this type of scenario, Waste Management must have the ability to dispose of materials for which there are a lack of buyers or markets.

The Current State of Recycling

The global recycling landscape is changing rapidly. We are all consuming differently than we were just 30 years ago. Much of what we purchase is now in single servings and we love pouches for our on-the-go lifestyle. From food to electronics, we use a plethora of plastics, and we accumulate a lot of cardboard boxes from online shopping. In the past 20 years we have seen a surge in curbside programs – both in volumes and material diversity. At the same time, China accommodated the growth in recycling programs and became the largest consumer of our recyclable material. In fact, 30 percent of the world's recyclables were imported to China in 2016. Our recyclables fueled a growing Chinese economy, serving as a valuable feedstock for everything from fleece jackets to shoe boxes.

But things have continued to change. China's growth and bustling manufacturing operations had major implications on their natural environment and in response they have set aggressive environmental goals including major reductions in carbon intensity, restoring water quality, and implementing their own nationwide recycling program. This also means that China is becoming increasingly selective about the quality of materials they allow to be imported into their country and as of early 2018 they have begun enforcing a new 0.5 percent contamination limit on imported recyclables in addition to Operation Blue Sky, a screening effort to enforce their new policies. China has announced a plan to eliminate imports of all post-consumer recyclables by 2021, and they appear to be taking steps to move down this path.

As China moves forward with import restrictions, the global recycling industry has had to quickly adjust to the new reality of recycling and this is no longer just a "China" market issue – this is a global market issue. The bottom line is simple - regardless of where our recyclables go to be processed, the materials we send to market must be clean and free from contaminants and there must be a demand for these specific materials. Simply putting anything and everything into a recycling cart doesn't count as recycling. We are only offering a sustainable recycling program when the material we collect can be made into new products and displace the use of virgin materials.

Impact of global market conditions on local recycling programs: China's import restrictions have eliminated the world's largest market for mixed paper and mixed plastics, forcing recyclers to find a new home for over 13 million tons of materials per year. This over-supply of material ultimately impacts all curbside collection programs since paper and plastics are now competing for limited markets – and these markets now have the ability to purchase only the highest quality of materials available with no contamination. As the largest volume of material recycled, finding new markets for paper is critical.

Extraordinary Language

In recent years, the recycling markets have shown us time and again that similar to oil, recyclables are a volatile commodity in a global market. The value of the material we process and how much it costs to transport and process that material can be impacted by everything from the world economy, political sanctions and regulatory changes, to the introduction of new fees and taxes levied by government entities

or regulatory agencies, and by a host of extraordinary circumstances beyond the control of our Company. In such circumstances, we are able to protect the continuity of curbside programs by maintaining our ability to adjust rates to reflect the true cost of providing recycling collection and processing services.

What is Contamination?

Every day, Waste Management collects and sort tons and tons of recyclables. However, nationally, on average, 25 percent of all items recycled are actually trash - things like plastic bags, yard waste, hoses, and wires. This creates an enormous problem called recycling contamination. Recycling contamination happens when trash ruins otherwise good recyclables. For example, food or liquids placed in recycling will saturate paper and cardboard. Once contaminated, these recyclables can no longer be recycled and they become trash.

Why it is So Important to Recycle Right

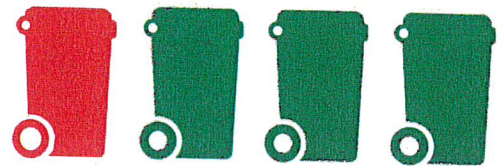
In the midst of these challenges, we must remember to pause and think about why we recycle. We recycle to reduce our environmental impacts in a socially and economically responsible way. Recycling reduces greenhouse gas emissions, conserves resources, saves energy, and reduces landfill usage. Contamination threatens that by preventing thousands of tons of recyclables from ever seeing a second life. This, in turn, negatively impacts value and demand of recyclable materials, which dictates the growth of recycling infrastructure and the expansion of collection programs at the local level. The sustainability of all recycling programs is dependent upon collecting high quality recyclable materials free of unacceptable materials.

In order to overcome this, we must work in close collaboration with our customer partners – municipalities, businesses, education institutions, and residents - to confirm that both new and established recycling programs are sustainable given today's realities. We must all work together to develop local, effective solutions for this global problem.

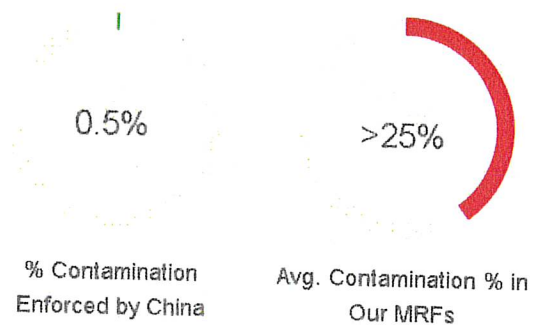
Collecting materials is not the same as recycling them. It's only when a material is recycled into something else that we realize the economic and environmental benefits. Anything short of this, and we're simply creating a problem that results in a negative environmental impact. To allow our local recycling programs to remain viable, workable operations, Waste Management has had to take proactive steps to help our customers understand the new recycling paradigm and how local actions have global impacts. Therefore, the previously stated recyclable specifications are of the utmost importance when educating your residents/students/employees about what to recycle, but also about what not to recycle. Again, when in doubt, throw it out.

The following list of items represents the current materials currently being accepted by Waste Management as recyclables. This list may expand or contract due to market conditions.

Contamination may result in additional fees.



1 in 4 items placed in a recycling cart is not recyclable!



Recyclables must be dry, loose (not bagged), and include ONLY the following:

Aluminum cans – clean and empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – clean and empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – clean and empty	Uncoated printing, writing and office paper
Phone books	
Magazines, glossy inserts and pamphlets	Old corrugated containers/cardboard (uncoated)
Plastic containers with symbols #3-#5 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green - empty
Aseptic cartons and gabletop containers	

Non-recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered along with #6 & #7 plastics
Expanded polystyrene	Coat hangers and Wire
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclables or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries, Aerosol cans

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of the city of Foley may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical,

infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Waste Management reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Exhibit C
Price Worksheet – OPTION 1 (Both Commercial & Residential)

Hauler-Administered billing

*price per month

	Every other Week	Pick up 1x per week	Pick up 2x per week	Pick up 3x per week
Residential				
30 gal	N/A	N/A	N/A	N/A
60 gal	N/A	\$ 16.95	N/A	N/A
90 gal	N/A	\$ 20.75	N/A	N/A
Recycling (EOW)	\$ 6.20	N/A	N/A	N/A
Commercial				
60 gal	N/A	\$ 16.95	N/A	N/A
90 gal	N/A	\$ 20.75	N/A	N/A
Recycling (cart)	\$ 6.20	N/A	N/A	N/A
2 Yard MSW	\$ 56.55	\$ 105.29	\$ 202.61	\$ 299.92
3 Yard MSW	\$ 72.13	\$ 134.02	\$ 257.60	\$ 381.18
4 Yard MSW	\$ 87.16	\$ 162.20	\$ 312.04	\$ 461.89
6 Yard MSW	\$ 116.28	\$ 217.63	\$ 420.00	\$ 622.36
8 Yard MSW	\$ 146.19	\$ 273.85	\$ 528.74	\$ 783.64
	Haul Rate	Disposal per Ton		
30 Yard Roll Off	\$ 210.00	\$ 118.00		

Residential Bag or Tag

System = \$4.00 per bag or tag

Rates are subject to annual increases using the WST (Water, Sewer, Trash) index.

Price Worksheet – OPTION 2 (Just Residential Contracted Service)

Hauler-Administered billing

*price per month

	Every other Week	Pick up 1x per week	Pick up 2x per week	Pick up 3x per week
Residential				
30 gal	N/A	N/A	N/A	N/A
60 gal	N/A	\$ 16.95	N/A	N/A
90 gal	N/A	\$ 20.75	N/A	N/A
Recycling (EOW)	\$ 6.20	N/A	N/A	N/A

Residential Bag or Tag

System = \$4.00 per bag or tag

Rates are subject to annual increases using the WST (Water, Sewer, Trash) index.

Prices are subject to a \$4.00 fuel table.

***Fuel Component \$4.00**

In order to provide the most cost-effective solution for the Foley we have chosen to provide a proposal with a separator for fuel prices. If diesel fuel remains below \$4.00 per gallon the fuel surcharge will be 0 percent. If diesel fuel is at or above \$4.00 per gallon the following percentages will apply.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$4.00	0 Percent
\$4.00 to \$4.24	2 Percent
\$4.25 to \$4.49	3 Percent
\$4.50 to \$4.74	4 Percent
For each additional \$0.25 the fuel surcharge will increase by 1 Percent	

The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first

Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The current cost of fuel at the time of this proposal was \$3.57 per gallon.

Exhibit D
Hauler
Questionnaire

1. CONTACT INFORMATION

a. Company Name: Waste Management of Minnesota Inc.

b. Address: 650 US-10, St Cloud , MN 56304

c. Telephone: 866-591-8921

d. Contact Person: Jason Hartman

i. Telephone: 612-271-7863

ii. Email: jhartma5@wm.com

2. BUSINESS INFORMATION

a. Within the past 5 years has the company failed to complete a contract with a governmental entity or had a governmental entity terminated a contract with the company? Yes No If yes, please identify the governmental entity and explain the circumstances on a separate sheet.

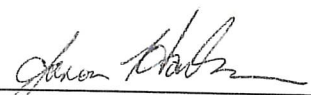
b. Within the past 5 years has the company been cited for any violations in the State of Minnesota related to the collection or hauling of solid waste? Yes No If yes, please identify the governmental entity and explain the circumstances on a separate sheet.

c. Within the past 5 years has the company been a party to any lawsuits with governmental entities related to the collection or hauling of solid waste? Yes No If yes, please identify the governmental entity and explain the circumstances on a separate sheet.

CERTIFICATION

I swear that I am authorized to execute this document on behalf of Waste Management. I certify that the RFP response and all information submitted by Waste Management is true and correct.

Date: 5/29/24



Signature

Printed Name and Title

EXCEPTIONS:

Waste Management of Minnesota, Inc.'s (Contractor)
Exceptions to the City of Foley, MN Bid
for Organized Solid Waste Collection
March 30, 2024

PDF Page #	Section	Description of Exception
6	Exhibit A Preliminary Contract	Contractor reserves the right to negotiate a final contract
9	6. (c) Handling of Prohibited Waste	Contractor takes exception to separating contents of waste within containers.
9	6. (d) i. Collection Vehicles	Contractor takes exception: Contractor does not have a telephone number on the truck
9	6. (f) Disposal by Contractor	Contractor takes exception. Contractor does not have collection route, driver's name and vehicle number on the weight slip.
9	(k) Missed Collections	Contractor takes exception and would like to replace sentences 2 and 3 with the following: "If Contractor receives notice of a missed collection, Contractor shall pick up the collection by the end of the next business day after notification".
10	(k) Missed Collections	Contractor takes exception and would delete the following: "The hauler shall pay the City a \$25 missed pick up fee per unit for failure to resolve the missed collection within the proper time period after notification."
11	7c. Pass Through Costs	Contractor takes exception and would add to the end of the last sentence: "...or third party disposal fees."
11	8b. Pass Through Costs	Contractor takes exception and would add to the end of the last sentence: "...or third party disposal fees."
11	9. Billing	Contractor takes exception and Contractor would add: Contractor retains the right to suspend services to any Household or Commercial Unit if Contractor does not receive payment of invoice.
11	10. Customer Service	Contractor takes exception and cannot provide a live person to answer calls and cannot commit to return a call within 3 hours.



**Economic Development Authority – Meeting Agenda
June 4, 2024 – 4:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Approve the agenda.
3. Approve the minutes of April 29, 2024.
4. Discussion on Downtown Façade Improvement Program Applications
 - Brian Thorsten – Thorsten Financial
 - Benton County Abstract
5. Other Business
6. Adjourn

Current EDA Members:

Jeremy Johnson, Jim Martinson, Deb Mathiowetz, Jeff Gondeck, Jonathan Brenny

**Downtown Façade Improvement
Program Grant Application**

A BID FROM A CONTRACTOR MUST BE SUBMITTED WITH THIS APPLICATION.

APPLICANT INFORMATION

NAME OF APPLICANT(S)

BRIAN THORSTEN

BUILDING OWNER	TENANT
BRIAN THORSTEN, THORSTEN HOLDINGS	THORSTEN FINANCIAL SERVICES, INC.
ADDRESS	ADDRESS
210 4TH AVE N	210 4TH AVE N
CITY, STATE, ZIP	CITY, STATE, ZIP
Folsom MD 56329	Folsom MD 56329
PHONE	PHONE
320 293 9458	320 258 6190
EMAIL	EMAIL
Brian.Thorsten@gmail.com	SAME

BUSINESS INFORMATION

LEGAL NAME OF BUSINESS THORSTEN FINANCIAL SVC.

ADDRESS 210 4TH AVE N

CITY, STATE, ZIP Folsom MD 56329

BUSINESS PHONE 320 258 6190

FEDERAL TAX ID# 35 - 220 3940 DATE ESTABLISHED 2003

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON TITLE:

NAME BRIAN THORSTEN INTEREST 100%

NAME _____ INTEREST _____

NAME _____ INTEREST _____

PROPERTY INFORMATION

WHAT YEAR WAS THE BUILDING ORIGINALLY BUILT 1920

HAS THIS BUILDING BEEN HISTORICALLY REGISTERED? NO

PROJECT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

ADDITION of METAL Canopy over each window (SEE SAMPLE of PICTURE ENCLOSED)
Black powder coated w/ TIE back ROSS
ADDRESS and Company names in Vinyl Decals

ESTIMATED PROJECT COSTS

EXTERIOR/FAÇADE 9180 ESTIMATED COST 9180

TOTAL ESTIMATED COST \$ 9180

FUNDING INFORMATION

A 1:1 match is required by the applicant. For every dollar contributed to funding eligible project costs by the Downtown Facade Improvement Program, the applicant must contribute at least one dollar. The amount of grant to be awarded shall be up to \$5,000 according to the scale.

TOTAL GRANT AMOUNT REQUESTED \$ 4590 (Up to \$5,000 according to the scale) APPLICANT FUNDS \$ 4590

I/We declare that the information provided on this application and the accompanying attachments is true and complete to the best of my/our knowledge. I/We understand that any intentional misstatements will be grounds for disqualification and that the city of Foley/ EDA has the right to verify this information. I/We agree to provide the project coordinator reasonable access to information and reasonable access to the construction project site so that they may monitor project implementation.

APPLICANT(S)

BHQ

DATE 5-9-24

DATE _____

DATE _____

A BID FROM A CONTRACTOR MUST BE SUBMITTED WITH THIS APPLICATION.



PURCHASE AGREEMENT



G & J Awning and Canvas, Inc
 1802 13th Ave NE | Sauk Rapids, MN 56379
 Phone: 320-255-1733 | 800-467-1744
 Fax: 320-255-0130 | www.gjawning.com

Project Name Thorsten Financial Services
 Date 05/09/24
 CUSTOMER EMAIL: brian.thorsten@gmail.com

Billing Information			Site Information		
To Brian Thorsten			To		
Company Thorsten Financial Services			Company		
Address 210 4th Ave N			Address		
City Foley	State MN	Zip 56329	City	State MN	Zip
Phone (320) 258-6190	Fax		Phone	Fax	(320) 293-9458

We hereby submit specifications and bid for (brief description, style, size, shape etc.)

Three new Metal Canopy measuring 2"x8" tall perimeter, 6" tall returns, 30" projection, and widths of 2 at 49" and 1 at 133"
Includes metal canopy, tie-back rods - all powder coated.
Includes adhesive window graphics for both businesses - installed
Complete with installation

Frame Material	Finish and Color	Features (window, push poles etc.)
Aluminum	Powder Coated	GJMC

Type of Post	Finish and Color	# of Posts	Type of Bottom	# Pos or Yds	PO #
Tie-back rods	Powder Coated		N/A		

Fabric Type & Width	Color # and Name	Special Notes	# of Yards	PO #
	N/A			

Type of Valance	Length	Scalloped Style	Finishing Color	Ft. of C-Rail
Loose	None			
Solid		none	none	none

Graphics "Description"	Graphic Type	Color # and Name	# of Yards	PO #
"210 Building" included - vinyl adhesive	<input type="checkbox"/> SGS GFX	<input checked="" type="checkbox"/> Adhesive GFX.		
	<input type="checkbox"/> Painted GFX	<input type="checkbox"/> Digital GFX		
	<input type="checkbox"/> Eradicated GFX	<input type="checkbox"/> Other		

Type of Light Fixtures	# of 6'	# of 6'	# of 4'	Other	We supply the fixtures and the bulbs.	PO #
None						

ACCEPTANCE OF BID

BID: We hereby propose to furnish material and labor to complete the work outlined above for the sum of:

Nine Thousand One Hundred Eighty and no cents dollars

\$9,180.00 Payment to be made as follows: **3% Processing Fee for Credit Card Payments (Visa, Mastercard & Discover)**

\$4,590.00 at signing With this contract On or Before (date)

\$4,590.00 after completion On or Before (date)

Items Not Included

- * All Electrical work must be done by a licensed electrician. (Examples... disconnection, reconnection, timers, photo cells etc.)
- * Permit Fees, Lift equipment fees, inspection fees, Engineering fees and/or other required documents are not included in this contract.
- * Special Local Taxes are not included

G & J Awning and Canvas, Inc.		Acceptance of bid and terms. (See Reverse for terms)	
Date 05/09/24	Signed Jason Waytashek	Date	Signed

**Downtown Façade Improvement
Program Grant Application**

A BID FROM A CONTRACTOR MUST BE SUBMITTED WITH THIS APPLICATION.

APPLICANT INFORMATION

NAME OF APPLICANT(S)

Steffes Family Company LLC.

BUILDING OWNER	TENANT
Steffes Family Company LLC.	Benton County Abstract & Title Co.
ADDRESS 21 Courthouse Square	ADDRESS 411 Dewey Street
CITY, STATE, ZIP St Cloud, MN 56303	CITY, STATE, ZIP Foley, MN, 56329
PHONE 320-251-5920	PHONE 320-968-7278
EMAIL chris@stearnscountyabstract.com	EMAIL Bct@bentontitle.com

BUSINESS INFORMATION

LEGAL NAME OF BUSINESS Steffes Family Company LLC.

ADDRESS 21 Courthouse Square

CITY, STATE, ZIP St Cloud, MN 56303

BUSINESS PHONE 320-251-5920

FEDERAL TAX ID# 20-0045608 DATE ESTABLISHED 07/17/2003

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON TITLE:

NAME Steffes Family Company LLC. INTEREST 100%

NAME _____ INTEREST _____

NAME _____ INTEREST _____

PROPERTY INFORMATION

WHAT YEAR WAS THE BUILDING ORIGINALLY BUILT 1940's ?

HAS THIS BUILDING BEEN HISTORICALLY REGISTERED? I don't believe so?

PROJECT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

We are going to be staining the brick along with with painting the shakes and window trim on the building. I'm still shopping around for a new sign for the outside of our building and wanted to check with The City of Foley to see if I'd be allowed to get some planters with flowers for the front of our building. We just completed our interior renovations and had the outdoor work planned for the end of May. Our goal was to have our project completed by Foley Fun Days. We wanted to excite the Foley community with a fresh updated building, especially since we've had many people following along with our indoor renovations. We have had many people stop in just to see what we have been up to and could see the updates from looking through the windows. We just learned of this program and were told to apply. Unfortunately, we have everything on the schedule and the painting will be started on Tuesday May 28th.

ESTIMATED PROJECT COSTS

EXTERIOR/FAÇADE	1. Painting/Staining	ESTIMATED COST	1. \$1400.00
	2. Sign		2. \$581.43
	3. Planters/Flowers		3. \$139.94
	4. Bench		4. \$339.00

TOTAL ESTIMATED COST \$2460.37

FUNDING INFORMATION

A 1:1 match is required by the applicant. For every dollar contributed to funding eligible project costs by the Downtown Facade Improvement Program, the applicant must contribute at least one dollar. The amount of grant to be awarded shall be up to \$5,000 according to the scale.

TOTAL GRANT AMOUNT REQUESTED \$ _____ (Up to \$5,000 according to the scale) APPLICANT FUNDS \$ _____

I/We declare that the information provided on this application and the accompanying attachments is true and complete to the best of my/our knowledge. I/We understand that any intentional misstatements will be grounds for disqualification and that the city of Foley/ EDA has the right to verify this information. I/We agree to provide the project coordinator reasonable access to information and reasonable access to the construction project site so that they may monitor project implementation.

APPLICANT(S)

Steffes Family Company LLC.

DATE _____

Chris Steffes, President

DATE 05/23/2024

Chris Steffes

DATE _____

A BID FROM A CONTRACTOR MUST BE SUBMITTED WITH THIS APPLICATION.

MINNESOTA DATA PRACTICES ACT—TENNESSEN WARNING

In accordance with the State of Minnesota Government Data Practices Act, the city of Foley is required to inform you of your rights as they pertain to the confidential information collected from you. Confidential data is that information which is not available to you or the public. The personal information we collect about you is private.

The information collected from you and from other agencies or individuals is used to determine the disposition of your application with the city.

The dissemination and use of the data collected is limited to that necessary for the administration and management of the Downtown Facade Improvement Program. Persons or agencies with whom this information may be shared, include:

1. City of Foley personnel administering the grant program
2. City Council members, Economic Development Authority members
3. Contracted private auditors
4. Law enforcement personnel
5. Those individuals or agencies to whom you give your express written permission

NOTICE PURSUANT TO MS.60A.955



Created Date: 5/23/2024

DESCRIPTION: Store Front Sign

Bill To: Benton County Abstract & Title Co
411 Dewey Street
Foley, MN 56329
US

Pickup At: FASTSIGNS of St. Cloud
2911 Clearwater Road
St. Cloud, MN 56301
US

Requested By: Whitney Nelson
Email: whitneyhahn@hotmail.com
Work Phone: (320) 258-4302
Cell Phone: (320) 258-4302

Salesperson: Andy Lewis
Email: andy.lewis@fastsigns.com
Cell Phone: 3209820472

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Max Metal 3mm w/ IJ Vinyl Graphics applied - SINGLE Sided	1	\$555.11	\$555.11

This FASTSIGNS location is independently owned and operated.

Estimates are valid for 30 calendar days from the date stated at the top of the estimate sheet. Proofing will begin after receipt of signed estimate and the required down payment is received (100% payment on orders under \$500 and 50% payment on orders over \$500).

If you have established Net 30 terms, the deposit will not apply. To apply for Net 30 terms, please contact your sales representative to get started. Payment on your first order will still require down payment while your request for terms is being processed.

Turnaround times will be stated up front by your sales representative. Turnaround times listed are only for estimating purposes and are not a guarantee of delivery or installation date for any project. Due dates are dependent on final proof approvals.

If you have any questions, please contact us.

Our team is looking forward to the opportunity to serve you!

REFUND & CANCELLATION POLICY:

If a project is canceled or postponed, setup fees in the amount of 10% of the invoice subtotal or \$100 minimum invoice, whichever is greater, are non-refundable as it is applied to costs immediately incurred in initiating services. Designs rendered by FASTSIGNS are property of FASTSIGNS and are subject to copyright law.

Subtotal:	\$555.11
Taxes:	\$26.32
Grand Total:	\$581.43

Signature: _____

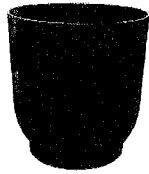
Date: _____

DESCRIPTION	AMOUNT
TOTAL	\$1,400.00

Make all checks payable to HOFFMAN PAINTING

THANK YOU FOR YOUR BUSINESS!

St Cloud (2 items)



Tierra Verde
20 in. x 21 in. Slate Rubber Florencia Floor
Planters with Water Reservoir

Model #MT5100591

Pickup at St Cloud Delivering to 56387

— 2 +

Pickup	Delivery
Today	Saturday, May 25
8 in stock	42 available
FREE	FREE

Get it as soon as tomorrow. Schedule your delivery in checkout.

[Save for Later](#) [Save to List](#) [Remove](#)

\$139.94
(\$69.97/item)

Your Order

Subtotal	\$478.94
Pickup	FREE
Sales Tax (determined in later step)	---

Total **\$478.94**

Have a Promo Code?

Checkout

Or

PayPal Checkout



POLYWOOD
Vineyard 48 in. 2-Person Black Plastic Outdoor
Bench

Frame Finish: **Black**

\$339.00

Easy In-Store and Online Returns
Read Our [Return Policy](#)

Get Up to \$100 Off

From: [Ashley Bukowski](#)
To: [Sarah Brunn](#)
Cc: [Katie McMillin](#); [Mary Jo Rowan](#)
Subject: Interim Ordinance Prohibiting the Sale, Manufacturing, and Distribution of Cannabis
Date: Thursday, May 30, 2024 2:03:33 PM
Attachments: [image001.png](#)
[Interim Ordinance - Cannabis 1.docx](#)

Hi Sarah,

Attached is the interim ordinance I drafted prohibiting the sale, manufacturing, and distribution of cannabis. A few things to note:

- A public hearing, with ten days' notice, is required prior to adopting the interim ordinance. The notice requirement is different than other interim ordinances adopted for protecting the city's zoning procedure.
- If adopted, the statute allows the moratorium to stay in place until January 1, 2025.
- As written, the current moratorium would still allow for "lite" edible cannabinoid products under Minn. Stat. 151.72, which is a product that is "intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug." We can discuss if the council would like something different.
- The difference between the edible cannabis in Minn. Stat 151 and Minn. Stat. 342 is the form of the cannabis. Minn. Stat. 151.72 allows for the sale of cannabinoid products in an edible or beverage form that contains no more than 0.3% THC. Minn. Stat. 342 is much more expansive and covers possessions, use, and growth of products.

Thanks,

Ashley M. Bukowski
Attorney

RINKE NOONAN
1015 West Saint Germain Street
Suite 300, US Bank Plaza
P.O. Box 1497
St. Cloud, MN 56302
(320) 257-3862 Direct



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IRS Circular 230 Disclosure

ORDINANCE NO. _____

AN INTERIM ORDINANCE PROHIBITING THE SALE, MANUFACTURING, AND DISTRIBUTION OF CANNABIS WITHIN THE CITY OF FOLEY

WHEREAS, the Foley City Council administers zoning within the City of Foley (the “City”); and

WHEREAS, the Council may regulate land use as part of the City’s zoning authority; and

WHEREAS, the State of Minnesota recently adopted Minn. Stat. § 342, which allows for the sale, manufacturing, and distribution of cannabis within the State of Minnesota, provided a license is obtained under Minn. Stat. § 342; and

WHEREAS, the adoption of Minn. Stat. § 342 created the Office of Cannabis Management, which is tasked with providing particular guidance to municipalities; and

WHEREAS, Minn. Stat. § 342.13, allows for a local unit of government to adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business, which includes the ability to adopt an interim ordinance prohibiting the sale, manufacturing, or distribution of adult use cannabis to study the issue further; and

WHEREAS, the City needs to evaluate the provisions of Minn. Stat. § 342 and determine how to best proceed with any time, place, and manner restrictions, as well as receive guidance from the Office of Cannabis Management; and

WHEREAS, the City is concerned about how the sale of cannabis products will affect its planning process and its citizens' health, safety, and welfare and needs time to properly study the issue.

NOW, THEREFORE, the Foley City Council adopts the following findings:

1. The recitals above are incorporated into the findings;
2. The City desires to foster business growth and development within the City;
3. The City acknowledges that recent amendments to Minn. Stat. § 342 allow for adult use cannabis to be sold, manufactured, or distributed, following the provisions of the statute;
4. The City desires to impose a moratorium on the sale, manufacturing, and distribution of adult use cannabis businesses located within the City to ensure that no adverse, aesthetic, environmental, social, health, or safety impact occur within the City;
5. The City Council needs an opportunity to conduct a study regarding the sale of adult use cannabis by businesses, consider appropriate performance standards, consider appropriate ordinance revisions, to codify appropriate ordinance revisions, and schedule a public hearing before amending the zoning ordinance if necessary;
6. During the time of the study, it is necessary to protect existing planning and licensing procedures, protect existing land uses and preserve and protect the health, safety, and welfare of residents within the City;

7. An interim ordinance, pursuant to Minn. Stat. § 342.13, is necessary to allow the City time to update its ordinances and regulations, ensure compliance with state law, as well as restrict businesses and individuals from selling, manufacturing, or distributing adult use cannabis to protect the rights and protect safety of citizens and existing businesses during this time;
8. An interim ordinance temporarily prohibiting the sale, manufacturing, and distribution of adult use cannabis is necessary to protect the City's planning process, development of a licensing procedure within the City, and the health, safety, and welfare of the citizens of the City; and
9. The City intends to lift or scale back the moratorium as quickly as new licensing regulations are adopted.

NOW, THEREFORE, pursuant to Minn. Stat. § 342.13, the Foley City Council hereby ordains:

Section 1. Interim Ordinance.

1. Legislative Findings and Authority.

- a. Minn. Stat. § 342 (the “**Cannabis Law**”) is comprehensive legislation relating to cannabis including, but not limited to, the establishment of the Office of Cannabis Management (the “**OCM**”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis and hemp businesses, taxing the sale of cannabis flower, cannabis products, and certain hemp products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions, and providing for the temporary regulation of Edible Cannabinoid products.
- b. The Cannabis Law provides local units of government certain authority related to Cannabis Businesses, including the authority to (i) require local registration of certain Cannabis Businesses operating retail establishments, (ii) adopt reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, provided that such restrictions do not prohibit the establishment or operation of a Cannabis Business, except within 1,000 feet of a school, or 500 feet of a daycare, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.
- c. The Cannabis Law requires the OCM, which was established effective July 1, 2023, to work with local government to develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses. The Cannabis Law also requires the OCM to establish additional rules and regulations relating to the operation of Cannabis Businesses. It is anticipated that the City of Foley (the “**City**”) will benefit from reviewing and analyzing the OCM’s model ordinances, rules, and regulations before making and decisions related to the regulation of Cannabis Businesses in the City.
- d. Minn. Stat. § 342.13(e) expressly allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purpose of considering adopting or amendment of reasonable restrictions on the time,

place, and manner of the operation of Cannabis Businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of Cannabis Businesses within the jurisdiction or a portion thereof until January 1, 2025.

e. Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Cannabis Law, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.

f. The City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on time, place, and manner of the operation of Cannabis Businesses as well as the other regulations local units of government may adopt under the Cannabis Law.

g. On _____, after providing at least ten (10) days published notice, the City Council held a public hearing regarding the consideration and adoption of an interim ordinance prohibiting the sale, manufacturing, or distribution of cannabis by a Cannabis Business within the City until January 1, 2025.

2. Definitions. For the purpose of this Ordinance, the following terms mean:

a. *Cannabis Business.* Cannabis business shall have the same meaning as Minn. Stat. § 342.01, Subd. 14.

b. *Cannabis Law.* Cannabis law shall mean Minn. Stat. § 342.

c. *Cannabis Product.* Cannabis product shall have the same meaning as Minn. Stat. § 342.01, Subd. 20.

d. *City.* The City shall mean the City of Foley.

e. *Edible Cannabinoid Product.* Edible cannabinoid product shall have the same meaning as Minn. Stat. § 151.72 Subd. 1(f).

f. *OCM.* OCM means the Office of Cannabis Management, established as set forth in Minn. Stat. § 342.02.

g. *Ordinance.* Ordinance means this interim ordinance, which is adopted pursuant to Minn. Stat. § 342.13(e).

3. Study Authorized. The City Council hereby authorizes and directs City staff to conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as other potential local regulations allowed under the Cannabis Law, and report to the City Council on the potential regulation of Cannabis Businesses. The study may include a review of any model ordinances that the OCM is directed to draft under Minn. Stat. § 342.13(d), an analysis of potential setback regulation allowed under Minn. Stat. § 342.13(c), and such other matters as staff may determine are relevant to the City Council's consideration of this matter. The report may also include City staff's recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations.

4. Temporary Restriction. A moratorium prohibiting the operation of any Cannabis Business within the City is hereby established. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. Accordingly, during the period that this Ordinance is in effect, the City shall not accept, process, or act on any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a Cannabis Business. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

5. Exemptions. This restriction on the sale of cannabis product does not apply to (i) the continued operation of a duly established business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to the effective date of this Ordinance; or (ii) the sale of Edible Cannabinoid Products, provided, however, that nothing in this Ordinance exempts a business, person, or entity from complying with all other requirements and prohibitions of applicable laws and ordinances related to such exceptions.

6. Duration. This moratorium shall be in effect under January 1, 2025, or until such earlier time as the Foley City Council determines the moratorium is no longer necessary.

7. Effective Date. The Ordinance shall be effective immediately upon its adoption.

8. Validity. Every section, provision, or part of this Ordinance is declared severable for every other section, provision, or part thereof to the extent that if any section, provision, or part of this Ordinance shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision, or part thereof.

9. Enforcement and Penalty. The City may enforce this Ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction. A violation of this Interim Ordinance shall constitute a misdemeanor. Each day a violation occurs shall be considered a separate offense. The City may also enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City's general penalties prescribed in the City Code and may further result in the City reporting violations to the OCM, if relevant to OCM licensing. The City Council hereby authorizes City staff and consultants to initiate any legal action deemed necessary to secure compliance with this Ordinance.

Section 2. Summary Publication.

At least four-fifths of the City Council's member direct the City Administrator to publish only the title and summary of this Ordinance as follows:

“AN INTERIM ORDINANCE PROHIBITING THE SALE, MANUFACTURING, OR DISTRIBUTION OF CANNABIS WITHIN THE CITY OF FOLEY. It is the intent and effect of this Ordinance to prohibit the sale, manufacturing, or distribution of cannabis products within a cannabis business within the City until the City of Foley can study the effects of such activities, the appropriateness of existing regulations and designations, and

ensure that zoning regulations and designations are consistent with existing law and adequately protect the public health, safety, and welfare.”

A printed copy of the ordinance is available for inspection by any person during regular office hours at City Hall.

ADOPTED BY THE FOLEY CITY COUNCIL THIS ____ DAY OF _____, 2024.

Jack Brosh
Mayor

Attest:

Sarah Brunn
City Administrator



ASSESSOR
PLANNING & ZONING
RECORDER

Government Center
531 Dewey Street
PO Box 129
Foley, MN 56329

(320) 968-5065
(320) 968-5351 FAX

www.co.benton.mn.us

CANNABIS BUSINESS REGISTRATION

April 1, 2024

Dear Towns and Cities,

Cannabis consumption became legal on August 1, 2023. While the consumption of cannabis is legal, cannabis businesses in Minnesota are not expected to be up and running sooner than January 1, 2025.

Cannabis businesses will be licensed by the State of Minnesota Office of Cannabis Management. Several of those cannabis businesses will also be required to register their licenses with the local government unit, "LGU". Depending on the location of the business, it will need to register with the city or town it is located in. Counties may register instead of cities and towns if the respective city or town has provided its consent for the County to register the businesses.

A city or town may be interested in the County registering the licenses since the County has more staff to process the registrations, to complete the compliance checks and to address any potential violations of the relevant laws.

Our legal counsel provided a brief synopsis to the County of the statutes regarding registration that I am sharing with you. Our legal counsel also made us aware that there is also a section on cannabis business caps that may be adopted by LGUs that register cannabis businesses. **THE FOLLOWING IS NOT LEGAL ADVICE, PLEASE CONSULT YOUR LEGAL COUNSEL FOR SPECIFIC STATUTORY REQUIREMENTS REGARDING CANNABIS.**

REGISTRATION, 342.13 & 342.22

- WHO IS REQUIRED TO REGISTER WITH AN LGU: The following businesses must register with the appropriate LGU: City, Town or County with consent of the City or Town.
 - Cannabis Retailers
 - Cannabis mezzobusinesses with retail operations endorsements



Benton County is an Equal Opportunity Employer, Provider and Lender.

- Cannabis microbusinesses with retail operations endorsements
- Medical Cannabis Retailer
- Medical Cannabis Combination Business
- Lower Potency Hemp Edible Retailer

- FEES and PENALTIES:
 - May charge registration fees and penalties but may not charge an application fee. (Up to \$500 or up to half of the applicable license fee under 342.11, whichever is less.)
 - For unlicensed retailers an LGU may impose a civil penalty of up to \$2,000 for each violation.

- COMPLIANCE Requirements: Cannabis and Hemp Business
 - **Prior to Issuance** of a Registration, LGU may verify applicable operation requirements and applicable limits on products.
 - **If applicable, LGU will verify** current on Taxes and Assessments
 - **After Registration, an LGU, a minimum of one time per year, must verify** age verification requirements, the applicable operation requirements, and the applicable limits on the types of cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products being sold.

- SUSPENSION of Registration:
 - Registration may be **suspended** if there is a violation of requirements of Ch. 342 or the business poses an immediate threat to health or safety of public.
 - **30-day minimum** suspension of the registration.
 - **LGU** may reinstate the registration if the violation is cured.
 - **OCM** must be notified immediately & may order reinstatement of registration.

CAPS on REGISTRATIONS, 342.13

- By ordinance an LGU that registers licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement may limit those registrations to no fewer than one registration for every 12,500 residents.
- If a county has an active registration for every 12,500 people, the city or town may choose not to register additional cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement.

Cannabis Retailer: May purchase and sell immature cannabis plants and seedlings, cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products. Up to 5 retail operations per retailer throughout the State, but No person, cooperative, or

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business may hold a license to own or operate more than one cannabis retail business in one city and three retail businesses in one county. May also hold a cannabis delivery service license, a medical cannabis retailer license, and a cannabis event organizer license, but no other cannabis business or hemp business licenses. (342.33 Licensing and 342.34 Operations)

Cannabis Microbusiness: Does not include medical. May grow, make, manufacture, purchase, sell, and operate an establishment that allows on-site consumption. May cultivate up to 5,000 sq. feet of plant canopy and ½ acre outdoors. (342.28 Licensing and Operations)

Cannabis Mezzobusiness: Includes medical. May grow, make, manufacture, purchase, sell, and operate an establishment that allows on-site consumption. May cultivate up to 15,000 sq. feet of plant canopy and 1 acre outdoors. (342.29 Licensing and Operations)

If you would like the County to register cannabis businesses on behalf of your governmental unit, the County would request that your respective Board or Council notify the County prior to July 1, 2024. If you have legal questions regarding the statutory requirements, you should speak to your legal counsel. If you have other questions, please feel free to contact me at 320.968.5065.

Sincerely,

A handwritten signature in black ink, appearing to read "Roxanne Achman". The signature is fluid and cursive, written in a professional style.

Roxanne Achman, AICP
Land Services Director

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. _____.

CITY OF FOLEY, BENTON COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF FOLEY, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF FOLEY, BENTON COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Foley, County of Benton, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, Sarah Brunn 251 4th Ave. N, Foley, MN 56329. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- 1.7 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public and is not a Public Way.

1.8 **Public Way.** Any street, alley, walkway or other public right-of-way within the City, as defined by Minnesota Statute Section 237.162, Subd. 3..

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement, seek its enforcement in Benton District Court, or pursue other remedies in law or in equity if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.37-40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Benton County District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

2.6 **Meet and Confer to Discuss Future Agreement.** One year prior to the expiration of this franchise, the City and Company shall meet to discuss renewal of the franchise agreement. The

City and Company can mutually agree to extend the terms of this franchise agreement for a specific length of time in the event additional time is needed to adopt a new franchise agreement.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance, location, and relocation of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground electric facilities in place, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Field Locations and Mapping Information. Company shall provide field locations for its underground Electric Facilities within City, including abandoned Electric Facilities, consistent with the requirements of Minnesota Statutes, Chapter 216D and Minnesota Rules, parts 7819.4000 and 7819.4100. In the event the City has concerns about abandoned Electric Facilities, the Company and City will meet and confer about such facilities. If there is a safety concern about any Electric Facilities, the parties will discuss removal.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee subject to Section 9.1 of this Ordinance. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such an emergency event, Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including but not limited to paving, its foundation, and turf to as good a condition as formerly existed, and shall maintain any paved or turf surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits. Further, if weather or other conditions do not permit the complete restoration required by this section, the Company may with the approval of the City, temporarily restore the affected Public Ground or Public Way, provided that such temporary restoration is not at the City's expense and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration., If Company does not promptly perform the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition within 45 days after the weather or other conditions have cleared, within the timeframe stated in an individual permit issued for such work, or as otherwise agreed to by both parties, whichever is longer, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City.

This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company with a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within three five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by

City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of

the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitation on liability under Minnesota Statutes, Chapter 466.

6.3 Insurance. At Company's discretion, Company will maintain insurance and/or self-insure during the term of this franchise agreement. If requested by City, Company will provide, no more than once annually, a certificate of insurance and/or a letter of self-insurance.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 **Fee Schedule.** During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the amounts set forth in Ordinance No. _____

The collection of the fees outlined above shall begin on January 1, 2025.

9.2 **Separate Ordinance.** The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until January 1, 2025, and shall be applied to the beginning of a Company billing month after January 1, 2025 and after at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 **Terms Defined.** For the purpose of this Section 9, the following definitions apply:

9.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule and as defined or determined in Company's electric tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

9.4 **Collection of the Fee.** The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the

surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 **Equivalent Fee Requirement.** The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 10.5, the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. Each party agrees to meet with the other party, within sixty (60) days of receiving written notice of the proposed amendment to discuss the possible amendment to the franchise. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved: _____, 20__.

Mayor

Attest:

City Clerk

Date Published: _____

ORDINANCE NO. _____

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF FOLEY

THE CITY COUNCIL OF THE CITY OF FOLEY DOES ORDAIN:

SECTION 1. The City of Foley Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subd. 1. Purpose. The Foley City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide electric services within the City of Foley.

- (a) Pursuant to Appendix 1 of the City Code _____, a Franchise Agreement between the City of Foley and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

Subd. 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its electric franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM January, 2025 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subd. 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subd. 6. Effective Date of Franchise Fee. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to NSPM by certified mail. Collection of the fee shall commence as provided above.

Passed and approved: _____, 20__.

Jack Brosb, Mayor

Attest:

Sarah Brunn, City Clerk

SEAL

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount per month</u>
Residential	\$3.00
Small C & I - Non-Demand	\$4.00
Small C & I - Demand	\$20.00
Large C & I	\$100.00
Public Street Lighting	\$0.00
Municipal Pumping - Non-Demand	\$0.00
Municipal Pumping - Demand	\$0.00

Franchise fees are submitted to the City on a quarterly basis as follows:

January - March collections due by April 30.

April - June collections due by July 31.

July - September collections due by October 31.

October - December collections due by January 31.

GAS FRANCHISE ORDINANCE

ORDINANCE NO. _____.

CITY OF FOLEY, BENTON COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF FOLEY, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF FOLEY, BENTON COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Foley, County of Benton, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Gas.** "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.
- 1.6 **Gas Facilities.** Pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public use.
- 1.7 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, Sarah Brunn, 251 4th Ave. N., Foley, MN 56329. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public and is not a Public Way.

1.9 **Public Way.** Any street, alley, walkway or other public right-of-way within the City as defined by Minnesota Statute Section 237.162 Subd. 3..

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement, seek its enforcement in Benton County District Court, or pursue other remedies in law or in equity if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Benton County District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity, or either party may take any other action permitted by law.

2.6 **Meet and Confer to Discuss Future Agreement.** One year prior to the expiration of this franchise, the City and Company shall meet to discuss renewal of the franchise agreement. The City

and Company can mutually agree to extend the terms of this franchise agreement for a specific length of time in the event additional time is needed to adopt a new franchise agreement.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance, location, and relocation of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground gas facilities in place, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Field Locations and Mapping Information. Company shall provide field locations for its underground Gas Facilities within City, including abandoned Gas Facilities, consistent with the requirements of Minnesota Statutes, Chapter 216D and Minnesota Rules, parts 7819.4000 and 7819.4100. In the event the City has concerns about abandoned Gas Facilities, the Company and City will meet and confer about such facilities. If there is a safety concern about any Gas Facilities, the parties will discuss removal.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee subject to Section 9.1 of this Ordinance. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such an emergency event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including but not limited to, paving, its foundation, and turf to as good a condition as formerly existed, and shall maintain any paved or turfed surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits. Further, if weather or other conditions do not permit the complete restoration required by this section, the Company may with the approval of the City, temporarily restore the affected Public Ground or Public Way, provided that such temporary restoration is not at the City's expense and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. If Company does not promptly perform the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition within 45 days after the weather or other conditions have cleared, within the timeframe stated in an individual permit issued for such work, or as otherwise agreed to by both parties, whichever is longer, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this

Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Gas Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Gas Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within three years of a prior relocation of the same Gas Facilities, which was made at Company expense, the City shall reimburse Company for Non-Betterment Costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount

requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company is also granted the permission and authority to trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability arising from Company's trimming.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitation on liability under Minnesota Statutes Chapter 466.

6.3 Insurance. At Company's discretion, Company will maintain insurance and/or self-insure during the term of this franchise agreement. If requested by City, Company will provide, no more than once annually, a certificate of insurance and/or a letter of self-insurance.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on the Company, the City may impose on the Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the amounts set forth in Ordinance No. _____

The collection of the fees outline above shall begin on January 1, 2025.

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until January 1, 2025 and shall be applied to the beginning of a Company billing month after January 1, 2025 and after at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for gas service in excess of the amounts specifically permitted by this Section 9. The time and

manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.4 Terms Defined.

9.4.1 "Customer Class" shall refer to classes listed in the Fee Schedule and as defined or determined in Company's gas rate book on file with the Commission.

9.4.2 "Fee Schedule" refers to the Schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Classes added by the Company to its gas tariffs after the effective date of this franchise agreement.

9.4.3 Therm shall be a unit of gas providing 100,000 Btu of heat content adjusted for billing purposes under the rate schedules of Company on file with the Commission.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a

third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. Each party agrees to meet with the other party, within sixty (60) days of receiving written notice of the proposed amendment to discuss the possible amendment to the franchise. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

Passed and approved: _____, 20__.

Mayor

Attest:

City Clerk

Date Published: _____

ORDINANCE NO. _____

AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF FOLEY

THE CITY COUNCIL OF THE CITY OF FOLEY DOES ORDAIN:

SECTION 1. The City of Foley Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subd. 1. Purpose. The Foley City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas services within the City of Foley.

- (a) Pursuant to Appendix 1 of the Foley City Code _____, a Franchise Agreement between the City of Foley and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

Subd. 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its gas franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM January, 2025 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subd. 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subd. 6. Effective Date of Franchise Fee. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted

Ordinance to NSPM by certified mail. Collection of the fee shall commence as provided in above.

Passed and approved: _____, 20 ____.

Jack Brosb, Mayor

Attest:

Sarah Brunn, City Clerk

SEAL

SCHEDULE A

Franchise Fee Rates:

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount per month</u>
Residential	\$2.00
Commercial Firm Non-Demand	\$13.00
Commercial Firm Demand	\$13.00
Small Interruptible	\$13.00
Medium and Large Interruptible	\$13.00
Firm Transportation	\$13.00
Interruptible Transportation	\$13.00

Franchise fees are submitted to the City on a quarterly basis as follows:

January - March collections due by April 30.

April - June collections due by July 31.

July - September collections due by October 31.

October - December collections due by January 31.

Agreement No. _____
County Road Maintenance
City of Foley
County of Benton
MTEAGR.FOLEY 2024-2026/3yrs

AGREEMENT

AGREEMENT, Made and entered into this ____ day of _____ 2024, by and between the County of Benton, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the City of Foley, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City",

WITNESSETH:

WHEREAS, Pursuant to Minnesota Statutes Section 162.17, Subdivision 3, the parties desire to enter into an agreement relating to the routine maintenance of roadways located within the corporate limits of the City, as listed below, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, The parties do agree as follows:

SECTION I

The City will, during the term of this agreement, maintain those portions of County State Aid Highways within the corporate limits of the City listed as follows:

<u>CSAH Number</u>	<u>Termini</u>	<u>Length</u>	
		<u>Miles</u>	<u>(Lane Miles)</u>
4	From T.H. 23 to E. City Limits	0.54	(1.08)
20	From T.H. 23 to CSAH 30 (Main Street)	0.21	(.42)
27	From CSAH 32 to 5th Avenue	0.34	(.68)
30	From CSAH 32 to Broadway Avenue (CSAH 4)	0.34	(.68)
32	From T.H. 25 to T.H. 23	0.69	(1.38)
43	From T.H. 23 to 75 th St.NE.	0.75	(1.50)
	Total	2.87	(5.74)

SECTION II

The City shall maintain the aforesaid portions of the County State Aid Highways so as to keep the same reasonably smooth and in reasonably good repair for the passage of vehicular traffic and reasonably free of all obstructions and impediments to traffic.

This said maintenance shall include such preventive maintenance services as may be required to preserve the roadway in its present existing condition, shall include but is not limited to:

1. Landscaping and Grassed Areas: Mowing of grassed areas between the aforesaid termini. Landscaped areas within the termini shall be maintained by the City at the City's discretion.
2. Street Lights: Maintenance costs of street lighting shall be costs of the City, including monthly power costs, replacement of luminary burn out and accidental knock down. The city will maintain all of the street lights between the aforesaid termini.
3. All street signs within the agreement and striping of roads.
4. Holding Ponds: The city will maintain the mowing of grasses around the Stormwater ponds.
5. Storm Sewer: The city shall periodically clean storm sewer inlets and grit chambers.
6. Trail: The City shall remove snow and ice from the 10' trail within the termini. The city shall also perform crack filling thereon.
7. Proper and timely patching, joint repair (crack sealing), street sweeping, rubbish removal, cleaning, and repair of drainage facilities, mowing of grassed areas, and trimming of bushes, trees, and shrubs within highway right-of-way. Repair of drainage facilities means the resetting of catch basins inlets.
8. Provide such services on all bridges carrying vehicular traffic which may be required to ensure the safe passage of vehicular and pedestrian traffic during all seasons of the year, such as: removal of snow and ice, sweeping, cleaning drains, bridge delineators and remove snow from bridge sidewalks. Also, to provide such preventative maintenance services as may be required to ensure the maximum life expectancy of the structures, such as: cleaning bearing areas, cleaning and sealing joints with hot pour sealant, painting railings, bituminous and concrete deck patching, minor repairs to sidewalk and railings, and minor patching to piers and abutments.
9. Keep the aforesaid portions of County State Aid Highways reasonably free and clear from ice, snow, and debris, and undertake proper sanding and/or salting, and hauling of snow when necessary. It shall be the City's responsibility to maintain the thru traffic lanes to their full width during the winter months within a reasonable period of time following each storm.
10. Provide such services as locating underground utilities per GopherOneCall excavator requests. These underground utilities include City owned water supply and sanitary sewer,

all electrical lines associated with street lighting and traffic signals, and storm sewer.

11. Furnish all labor, materials, supplies, tools, and other items necessary for the performance of all and any of the work provided for in this agreement.

12. Coordinate access control and permitting through the Benton County Department of Public Works.

SECTION III

All materials used by the City in the performance of the work hereunder shall conform to the requirements of the Minnesota Department of Transportation Standard Specifications for Highway Construction (most recent version) and all amendments and supplements thereto.

SECTION IV

It shall not, however be the obligation of the City under this agreement to do any work which shall consist of extraordinary maintenance, betterment, construction, or reconstruction. In the event that such work is required, the County and the City shall enter into separate agreements which shall specify the type of work to be performed and the division of cost for such work. All requests by the City for such work shall be submitted for approval as soon as possible for inclusion in the budget system. Project funding is frequently a critical factor in the process leading up to actual construction.

SECTION V

The city may partially block said highways within its corporate limits at such times as it becomes necessary for the performance of the services under this agreement, and in cases of emergency where it is required, such highways may be wholly blocked, and the passage of traffic thereon prevented by the City. At no time, however, shall the City continue to obstruct the free passage of traffic on said highways for a longer period of time than is reasonably required for making the necessary repairs thereon. The City may also close to travel such streets at such times as it is necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers, but except in cases of emergency, the City shall first give the County ten (10) days written notice before commencing or allowing the commencement of such installation or repairs. However, the City shall not cause any portions of said highways which are to be maintained hereunder to be closed to traffic for any reason other than those above set forth and in no event for a time longer than shall be reasonably necessary. In the event of the total blocking or closing of any such County State Aid Highways, the City shall provide a suitable detour during such time.

The City shall be responsible for proper signing, marking, barricading, and such other warning devices as may be required to adequately protect the pedestrian and vehicular traffic.

SECTION VI

It is understood that all persons working on such highways and bridges are employees of the City or its contractors or agents and are in no way employed by the County, provided, however, that this provision shall not apply to persons employed directly by the County, or by contractors other than the City, engaged by the County. All contractors and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and comply with all state laws and requirements relating to contracts for the construction and maintenance of County State Highways and that a clause to that effect shall be inserted in all such contract.

It is further agreed that the County, its officers, agents and employees either in their individual or official capacity, shall not be responsible or liable in any manner to the City for any claim, demand, action or cause of action of any kind or character arising out of or by reason of the nonfeasance, negligent performance or negligent completion of work or improvements by the City, or arising out of the negligence of any contractor under any contract let by the City for the performance of any of the work provided herein; and the City agrees to defend, save and keep said County, its officers, agents and employees harmless from all damages, including attorney's fees, claims, demands, actions, and courses of actions, including attorney's fees, arising out of the negligence of the City, its officers, agents, or employees.

The City also agrees that any contract let by the City for the performance of any of the work included hereunder shall include clause that will: (1) Require the contractor to hold the County, its officers, agents, and employees harmless from any damages, including attorney's fees, claim, demand, action or cause of action of any kind or character arising out of or by reason of the negligence of the said contractor, its officers, employee, agents or subcontractors and (2) Require the contractor to provide and maintain sufficient insurance so as to assure the performance of its hold harmless obligations.

Each Party will maintain insurance in amounts consistent with Minn. Stat. Ch. 466.

SECTION VII

The County will pay the City for routine maintenance operations as specified in Section II of this agreement, the amount of: **\$2,530.00 (two thousand, five hundred thirty dollars and no/100)** per Lane mile for the calendar year **2024, 2025 and 2026** as set forth in Section I.

On this Basis the County will reimburse the City for 5.74 Lane miles the total sum of:

\$ 14,522.00 for the year 2024,

\$ 14,522.00 for the year 2025,

\$ 14,522.00 for the year 2026,

Payments under this agreement shall be made on an annual basis and as soon after February 1 of said calendar year as may be possible.

SECTION VIII

The aforesaid County State Aid Highways shall be inspected periodically by authorized representatives of the County to determine the adequacy of the work performed under this agreement. If it is determined by the County that the City is not performing the work described herein under the terms of this agreement, the Board of County Commissioners shall give the City Council thirty (30) days written notice of such non-performance. The City shall have thirty days within which to remedy said complaint. However, if the City feels that it has adequately performed under the terms of this agreement, then the City Engineer and County Engineer shall resolve their difference and mutually agree as to what work needs to be done and how the work is to be performed and upon reaching said agreements by the respective engineers the City shall perform in accordance to their agreement; provided, however, if the respective Engineers of the parties cannot agree within thirty (30) days of notification to the City then the County may do and perform, or cause such work to be done or performed and may retain from any monies then due to the City under this agreement, or thereafter becoming due, any such amount as is required for the completion of such work. This paragraph shall not be construed to relinquish any rights of action or obligations, of either party, for any breach of this agreement which may accrue during the term of this agreement.

SECTION IX

The City shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted pertaining to this agreement or to the facilities, programs, and staff for which the City is responsible. The provisions of Minn. Stat. §181.59 and of any applicable local ordinance relating to Civil Rights and discrimination and the affirmative action plan of Benton County shall be considered a part of this agreement as though fully set forth herein.

SECTION X

This agreement shall terminate on the 31st day of December 2026; provided, however, the parties may, by joint resolution, extend this agreement on a year to year basis, or modify the per mile maintenance cost. However, a new agreement shall be executed by the parties if major terms of the agreement are to be changed.

SECTION XI

It is understood and agreed that the entire agreement between the parties regarding its subject matter is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. It is understood and agreed that no failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. All items referred to in this agreement are incorporated or attached and are deemed to be part of this agreement.

(Signatures on Following Page)

IN TESTIMONY WHEREOF, The City and the County have caused these presents to be executed by their respective officers as of the date first above written.

CITY OF FOLEY

SIGNED:

By _____
It's Mayor

ATTEST: _____
It's City Administrator

Date _____

Date _____

COUNTY OF BENTON

SIGNED:

By _____
It's Chairperson of County Board

ATTEST: _____
It's County Administrator

Date _____

Date _____

As to Form and Execution

County Attorney

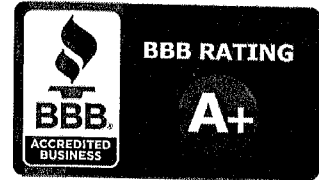
Date _____

Quote

HANSON PAVING
 3636 QUAIL RD NE
 SAUK RAPIDS, MN 56379
 (320) 259-7874



Date	Estimate #
5/21/2024	13902



Member Since 2007

Quote good for 30 days

City of Foley 251 4th Ave N PO Box 709 Foley, MN 56329	
If you have any questions please contact Jeff at 320-249-1290	Customer Phone
	320-968-4082

Cash, check, credit/debit card accepted. Please note a 2% processing fee will be applied to any credit/debit card transactions.

Description	Qty	Cost	Total
Trail by Nursing Home - 675' x 8' Price includes: Mill ends where needed Skim patch rough areas for a total of 2" new compacted asphalt overlay		10,800.00	10,800.00
Lot by Park - Approximately 2,000 sq feet - worst area Price includes: Mill outer edge where needed Sweep, tack and pave 2" new compacted asphalt overlay		4,500.00	4,500.00
Rest of lot - Approximately 9,600 sq feet Price includes: Mill outer edge where needed Sweep, tack and pave 2" new compacted asphalt overlay		16,000.00	16,000.00

**New asphalt may be driven ACROSS after 2 to 3 days but not parked on.
 **It can take up to 2 years for asphalt to fully cure hard
 **New asphalt may be parked on after 14 days but be careful on sunny days as the asphalt when curing will get soft.
 **Do NOT put tables and chairs on newly laid asphalt.

**OWNER RESPONSIBLE FOR ALL SPRINKLER HEADS AND PRIVATE UTILITIES
 **NO BLACK DIRT, SEED, OR SOD INCLUDED
 **SOME JOBS MAY REQUIRE DRAINAGE CORRECTION INTO GRASS/LAWN AREA
 **CANNOT GUARANTEE COMPLETE DRAINAGE WITHOUT A 2% SLOPE
 **PERMITS NOT INCLUDED
 **NOT RESPONSIBLE FOR DAMAGE TO EXISTING ASPHALT/CONCRETE THAT WE MAY HAVE TO CROSS

By signing this quote you are accepting the payment terms (including any accrued finance charges) and agreeing to be personally liable for the obligations

_____ Signature & Date

HANSON PAVING ASPHALT WARRANTY
 5 year warranty on major deterioration of asphalt
 1 year warranty on spider cracking
 Within the first year it is possible for the asphalt to get one or two single relief cracks - these are not warrantied.

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 06-04-24 -COUNCIL MEETING
DATE: MAY 31, 2024

Consent Agenda

The school resource officer agreement is in your packet for approval. The school board has already approved extending this arrangement another year.

Additional election judges are needed for the upcoming elections and I have a few more in a resolution for appointment.

The council had agreed to an amendment to the rental code regarding the crime free training requirement – this ordinance updates the language.

Wastewater Regionalization Project

A project update and pay application will be provided at the council meeting. The council must also discuss and approve updated Ordinance # 479 Wastewater Treatment System Use Code. This code is required to be adopted in order for us to send wastewater for treatment to St. Cloud. We have to be at least as strict as St. Cloud and the other area cities. We are also required to adopt an enforcement response plan as well. All the info is included in your packet.

Liquor Violations

Both Mr. Jim's and Stone Creek failed to submit a liquor renewal application within 45 days of license expiration as required by ordinance. Both entities also failed to meet the financial responsibility requirements of their liquor license this past year which are conditions of both the ordinance and state statute. After discussing with the city attorney, we issued notice to both entities of a liquor code violation and subsequent hearing at the June 4th council meeting. Staff is recommending a \$500 fine to each entity as outlined in the city ordinance.

Liquor License Renewals

A public hearing is required to be held prior to the approval of any liquor license. Staff also must verify that all the financial requirements are in place before certifying licenses to the state. The list of licenses being presented is on the council agenda – following the hearing staff will need to confirm if all the applicants have met needed requirements before the council can approve.

Tobacco Licenses

No public hearing is required but prior to approval staff will need to confirm if all financial responsibilities of the applicants have been met.

2025 Preliminary Assessment Hearing

A public hearing for the 2025 Improvements will need to be held. A community meeting was held on May 29th and had good attendance and numerous questions and comments. I have included an email summarizing the public comments from the informational session. I have also included some financial impact information in your council packet that I can review prior to the hearing. After a preliminary

assessment hearing is conducted, the council can consider ordering the improvement. This is done with a 4/5 (supermajority) vote and resolution adoption. I would strongly encourage the council to discuss any design changes they wish to consider prior to adopting a resolution. We want to be certain there is consensus with the plans before moving to that next step as changing design later will be more costly to the city.

Discussion on Garbage Hauling RFP

I have included what we have received in proposals related to garbage hauling in your packet. I encourage council to review and contact provided references prior to the meeting.

EDA Report – Downtown Façade Grant Applications

EDA will meet just prior to the council meeting to review and make recommendations on the downtown façade applications we have received. A copy of the meeting agenda and the applications we have received are in the council packet. The council will make the final decision after the EDA makes a recommendation.

Cannabis Moratorium Ordinance

A draft ordinance will be presented by the city attorney. Some legislative changes have escalated a need for us to consider a moratorium. If the council wishes to move forward, we will proceed with a public hearing and adoption at the next meeting.

Xcel Franchise Agreement

The city attorney will provide an update on the renewal of the Xcel franchise agreements. They are also included in your packet. The city attorney will also review the draft ordinances that are found in your packet. These will need to be posted and addressed at the next meeting. We want to be certain to have all the language terms agreed to prior to doing this. Also, staff will be requesting authorization to start the process with the other electric provider in town, East Central Energy as their franchise agreement is also expiring.

CSAH Agreement

An updated agreement is in your packet. This item was pulled from the last agenda item based on some discussion on the rate. The public works director can provide an update prior to approval.

Upcoming Reminders:

June 4, 2024 – Council Meeting

June 7, 2024 – Special Council Meeting – Audit Report

June 10, 2024 – Planning Commission Meeting

June 17-19, 2024 – Foley Fun Days