



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

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
 - Approve minutes of July 9, 2024.
 - Approve closure of 4th Avenue N from Dewey to Main and also city owned parking lot on September 22, 2024 for car show (10am-2pm) ~ contingent on county approval.
 - Approve welcome sign contract.
 - Accept retirement of Firefighter Rick Herbrand.
 - Adopt Resolution #2024-17 Accepting Donations.
 - Adopt Resolution #2024-18 Accepting Donation.
 - Approve payment of bills.
5. Mayor’s Comments and Open Forum
6. Wastewater Regionalization Project – Jared Voge
 - Consider and Approve Pay Application #20.
 - Project Update
7. EDA Report - Downtown Façade Grant Program Applications
 - Consider and approve EDA recommendations (meeting held prior to council meeting).
8. Public Hearing – Franchise Ordinances and Agreements
 - Adopt Ordinance #483 – Xcel Gas Franchise Fees
 - Adopt Ordinance #484 – Xcel Electric Franchise Fees
 - Adopt Ordinance #485 – Xcel Gas Franchise Agreement
 - Adopt Ordinance #486 – Xcel Electric Franchise Agreement
9. Department Reports:
 - City Attorney- Ashley Bukowski
 - Police Department –Katie McMillin
 - City Engineer – Jarod Griffith
 - Public Works/Fire – Mark Pappenfus
 - Crack Filling and Chip Sealing Quotes – Review & Approve.
 - Set city/township meeting to discuss fire contracts.
 - Administration – Sarah Brunn
 - Proceed with prosecution of non-compliant rental property.
 - Water/Sewer late fees – credit card portal issues.
10. Old Business



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

11. New Business
 - Future council workshops?
12. Mayor's Comments and 2nd Open Forum
13. Adjourn the regular city council meeting.
14. 2 Minute Recess prior to Work Session/Council Training
15. Council Workshop - Housing Projects

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – July 9, 2024

The Foley City Council held their regular meeting on July 9, 2024, at 5:30 p.m. at Foley City Hall.

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

Members Absent: None

Mayor Jack Brosh presided and called the meeting to order at 5:30 p.m.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

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

- Approve minutes of June 4, 2024.
- Approve minutes of June 7, 2024.
- Approve minutes of June 21, 2024.
- Adopt Resolution #2024-13 Approving Additional Election Judge.
- Approve payment of bills.

Motion carried, unanimous.

Mayor's Comments and Open Forum

Debra Olson, 600 Dewey Street, addressed the council regarding the July 1 notification to citizens and asked if citizens are being charged for the St. Cloud sewer system repair. She also wanted to follow up on the proposed changes to the snow fence ordinance. She reminded the council that the snow fence dates is a climate issue and not a motor vehicle issue.

Wastewater Regionalization Project

Jared Voge, Bolton & Menk, presented Pay Estimate #19 of \$229,267.97 to the council and recommended approval. The estimate includes work completed through June 21. This represents 90% of the total project cost. The construction meeting was held today. Crews are working on the lift stations. Estimated start up for the station is June 23. Voge also said chemicals were expected to be delivered tomorrow. A full startup up of the system was expected to be in August. He also mentioned there were still a few items the contractor knows need to be addressed. Questions and discussion followed.

Motion by Mathiowetz, seconded by Gondeck, to approve Pay Estimate #19.

Motion carried, unanimous.

Discussion on Swim Event at the Foley Pool on July 31

Sarah Brunn, City Administrator, gave an overview of the event. She also mentioned that a representative from the Swim & Dive Booster Club was in attendance. She provided staff additional information as requested. There is an indemnification agreement in the council packet to protect the city's liability. Discussion and questions followed.

Motion by Voit, seconded by Swanson, to approve the agreement and the request of the Swim & Dive Booster Club to hold an event at the Foley Pool.

Motion carried, unanimous.

Foley Fire Relief

Adam Foss gave an overview to the council and asked for approval of Foley Fire Relief Association's bylaws. The state auditor's office required a wording update on how much is paid on a survivor benefit. Discussion and questions followed.

Motion by Voit, seconded by Mathiowetz, to approve the Fire Relief bylaws.

Gondeck asked Ashley Bukowski, City Attorney, if she saw any concerns with the updated wording in the bylaws. She had no concerns as the wording matches the updates from the state's last legislative session.

Foss explained the only difference is if you die and are an active member your survivor will now get the full amount immediately – no waiting period.

Motion carried, unanimous.

Foss also stated the Relief Association would like to donate the new utility truck to the city and asked the council for approval. This would be a new vehicle and not a replacement vehicle.

Brunn stated that on acceptance of the truck the city would become responsible for its maintenance/insurance and it would be listed as a city asset. The Relief Fund would pay for the purchase of the truck. Discussion and questions followed. Brunn stated the council would need to be in agreement before the Association would be able to move forward to investigate the purchase. The council agreed.

Economic Development Authority (EDA) Report – Downtown Façade Grant Program Applications

Gondeck presented the EDA report recommending approval of the additional grant funds to Benton County Abstract for their sign. Brunn explained that Benton County Abstract had not yet reached the maximum allowed in grant funds.

Motion by Gondeck, seconded by Voit, to approve the recommendation from the EDA for additional façade grant funds for Benton County Abstract.

Motion carried, unanimous.

Public Hearing – Cannabis Moratorium Ordinance

Bukowski gave an overview to the council and recommended approval of Ordinance #482 – Interim Ordinance Prohibiting the Sale, Manufacturing, and Distribution of Cannabis within the City of Foley. She explained the while the city could not ultimately prevent the sale of cannabis but it could adopt a zoning ordinance to control where the cannabis was sold. The purpose of the moratorium ordinance would allow the city to put a pause on any potential applications while staff prepares licensing and zoning ordinances. This would also make sure the city is in compliance with state statute. Discussion and questions followed.

At 5:48 p.m. Brosh closed the regular council meeting for a public hearing on Ordinance #482.

Paul Strang, 351 Dewey Street, asked what the timeframe was for the moratorium.

Bukowski confirmed the moratorium would last until Jan. 1, 2025, unless the council voted to lift it sooner.

Debra Olson, 600 Dewey Street, asked for confirmation that the ordinance was not for personal use of cannabis, but only for licensing for the sale of cannabis. Bukowski confirmed the moratorium would only be for the sale, manufacturing, and distribution of cannabis – not personal use.

At 5:50, Brosh closed the public hearing and re-opened the regular council meeting.

Discussion and questions followed.

Motion by Voit, seconded by Gondeck, to approve Ordinance #482 – Interim Ordinance Prohibiting the Sale, Manufacturing, and Distribution of Cannabis within the City of Foley.

Discussion followed. Brosh stated he was against the moratorium as the state didn't know what they were doing and having a moratorium is not in his best interest. Bukowski explained that without the moratorium anyone who meets the state's standard could start manufacturing and distributing in Foley at any time.

Motion carried with Gondeck, Mathiowetz, and Voit voting yes. Brosh and Swanson voting no.

Discussion followed with Bukowski clarifying the moratorium ordinance. The city can't prevent the sale of cannabis, but applications for the manufacturing and distribution of cannabis won't be accepted by the city until after the moratorium is lifted or by Jan. 1. The council can enact a zoning ordinance if they want and applicants would need to meet that criteria.

Brunn asked if the council would like to consider the summary publication for Ordinance #482. If not the cost to publish the entire ordinance in the paper, will be higher. The website will have the full ordinance. Discussion followed.

Bukowski explained a zoning ordinance can't eliminate the sale of cannabis. A lot of cities are considering commercial or industrial zoning for the sale of cannabis. She is currently working

with Benton County and their ordinance. It is possible that the county could handle licensing. The council could do different zoning than the county. Brunn added the county is also considering passing a moratorium ordinance at their next meeting so they can study the issue.

Motion by Voit, seconded by Gondeck, to approve the summary publication for Ordinance #482.

Motion carried, unanimous.

Update on Welcome Sign – Approval to Proceed

Voit gave an overview to the council on the welcome signs estimates for construction. The committee is still waiting on contractors to update their bids. No major changes are expected. There was a shortfall with the Central Minnesota Arts Board (CMAB) grant funding. The Economic Development Committee has reached out to the Foley Area Chamber, the Lion's Club, and Falcon National Bank to ask for donations of \$5,000 each to help offset the shortfall. They have all committed to donate. That allows the city to proceed with construction of the signs with the council's approval.

Motion by Mathiowetz, seconded by Voit, to approve Resolution #2024-16 Authorizing the Welcome Sign Project.

Motion carried, unanimous.

Discussion/Approval of Findings for Liquor License Violations

Brunn gave an overview of the formal adoption of the findings. Both Stone Creek and Mr. Jim's were issued liquor licenses. Council approval is needed to move forward with the fines with the new information.

Motion by Voit, seconded by Mathiowetz, to approve Resolutions #2024-14 Stone Creek Liquor Violation and Resolution #2024-15 Mr. Jim's Liquor Violation.

Motion carried, unanimous.

Department Reports

Bukowski stated there was discussion on amending the city's zoning ordinance regarding snow fencing. Any changes not initiated by the Planning Commission must be referred to them. Planning Commission has 60 days to send their recommendation to the council and then council is required to have a public meeting on any changes. She recommended the council send the issue to the Planning Commission.

Motion by Gondeck, seconded by Swanson, to send the proposed snow fence amendment to the Planning Commission.

Motion carried, unanimous

Police Department

Chief Katie McMillin gave an overview of the stat report for June. There were 426 calls. This is

up from June of last year. There were increases in calls for driving conduct, equipment violations, medicals, and welfare checks. Letters for tall grass were sent out to residents. The third annual Root Beer Float social is on July 11 at City Hall with the Benton County Sheriff. The event is for all ages and free of charge. The department received a very nice donation from Viking Coke. The last night for this year's Police Activities League (PALs) is Thursday. The event has averaged about 22-24 kids each week. McMillin added she will be talking with someone to discuss possible leasing services for a squad for next year. The 2019 squad has been in twice for repairs last week. It's back in service. The 2021 squad is having body cam syncing issues – waiting on parts. Discussion and questions followed.

McMillin stated that the idea for potentially leasing a squad came from discussions with Royalton's police department. Brosh mentioned that Sartell's police department is getting a grant for electric squads. Discussion followed with Mathiowetz expressing her concern that the batteries for electric vehicles are not good for Minnesota and there could be issues with charging. Gondeck expressed support in seeing more information on leasing a squad.

City Engineer

Jarod Griffith, City Engineer, directed the council to their packets with an updated estimate for the 2025 street project. The updated estimate includes comments from the council and the county. The second document is the design agreement for the project and the bidding services. It doesn't include construction services. Council approval is needed for the design agreement. Discussion and questions followed.

Motion by Gondeck, seconded by Swanson, to approve the design agreement.

Motion carried, unanimous.

Public Works and Fire Department

Mark Pappenfus, Director of Public Works, said the pedestrian crossing at the roundabout was in review with the insurance company. He had nothing else to add.

Voit expressed concern that the pedestrian push-button crossing on Broadway was not working correctly. Griffith said he would check into it.

Administration

Brunn gave an overview to the council. Staff has spent a lot of time working on the software conversion. She also mentioned that elections are coming up quickly. Election judges are working on training. The city is expecting a strong voter turnout. Filings to run for city council opens on July 30. Staff is also working on the budget for next year. The budget workshop will be held in August. She directed the council to their packet regarding the joint meeting of the city, township, and county. The city needs to designate a representative from the council to attend. Gondeck volunteered to go.

Old Business

Brunn gave an overview to the council regarding the winter sewer rate. Staff estimated what it would cost if the city chose to bill on the actual usage if it was lower than the locked in rate from

January. Staff estimates it would result in an additional \$4,500 loss. Brunn also stated that water usage was down 25% from this time last year due to the wet weather. She went on to explain that June of last year water usage was higher because of the dryer weather. Revenues are holding okay, but that is due to the fact that rates were increased. She asked the council if they wanted to change the billing so residents would be billed on the lesser of the two (actual usage vs. winter lock). This would also help people who have just moved into a new home or had extenuating circumstances such as water leaks.

Discussion and questions followed. Bukowski stated the ordinance would need to be amended to reflect any policy changes, but that could be done at a future meeting.

Motion by Voit, seconded by Gondeck, to approve the policy of billing based on the lower of the two – actual usage vs. January lock.

Motion carried, unanimous.

Discussion followed. The council did not approve waving of July late fees.

New Business

Brunn asked the council if there was a need to schedule a council workshop for any items they wished to discuss.

Mayor's Comments

Voit, 159 Lone Ridge Lane, asked council permission to put a split rail fence for decorative purposed in the front and side yard of his property directly on the property line with the city's right-of-way. Brunn explained that the fence ordinance does allow residents to put a fence directly on the property line with permission of the other property owner. Pappenfus stated that Public Works was fine with it.

Motion by Mathiowetz, seconded by Gondeck, to approve the proposed fence on the property line with the city.

Motion carried, unanimous.

Gondeck expressed appreciation for Public Works, the Police Department, and the office staff for their work over Fun Days.

Pappenfus expressed appreciation for Jim's Mille Lacs Disposal for a smooth transition and thanked them for their hard work.

Brunn added that staff is in communication with Republic Services to finish with can pickups. Residents can reach out to City Hall with questions. Voit added that Jim's Mille Lacs offered a free month if residents paid for 12 months in advance.

Motion by Voit, seconded by Swanson, to adjourn.

Motion carried, unanimous.

Meeting adjourned 6:45 p.m.

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

**THIS AGREEMENT BY AND BETWEEN THE CITY OF FOLEY AND ARTIST JEN STEINKOPF
(SAVVY SIGNS & DESIGN)**

WHEREAS, The City of Foley formally approved a welcome signs project with the adopting of Resolution 2024-16 on July 9, 2024;

WHEREAS, the Artist and design selected was selected through a competitive RFP process and provided by Jen Steinkopf (Savvy Signs & Designs); and

WHEREAS, the Artist has provided the City of Foley a proposed budget which was approved by the City Council on July 9, 2024;

WHEREAS, the City of Foley wishes to enter into a contract with Jen Steinkopf for construction and installation of welcome signs;

NOW THEREFORE BE IT RESOLVED that the City of Foley and the Artist agree as follows:

The City of Foley, will pay the Artist \$20,923 as a downpayment to order materials for the two welcome signs upon receipt of an invoice provided by the artist (Jen Steinkopf).

Further expenditures for the project must be received by the City of Foley no later than the Thursday prior to the next scheduled council meeting.

The artist agrees to start work no later than August 15, 2024 and complete installation of the two welcome signs no later than November 15, 2024. Any extension must be approved by the Foley City Council.

Any changes to the project budget need to be communicated directly to the Foley City Administrator. The council has set a project maximum budget of \$45,000.

Artist shall maintain a certificate of insurance establishing general liability insurance in the amount of \$500,000 per occurrence. Such certificate shall be obtained prior to the commencement of any work on the signs. To the fullest extent permitted by law, Artist agrees to defend, indemnify and hold harmless the City of Foley against all claims, actions, damages, losses and expenses including reasonable attorney fees, arising out of the Artist's negligence or Artist's performance of failure to perform its obligations under this agreement.

It is expressly understood that Artist is an "independent contractor" and not an employee of the City of Foley. Artist shall have control over the manner in which the services are performed under this agreement.

Upon completion of the installation of the welcome signs, the artwork will become ownership of the City of Foley and the City will not hold the Artist or subcontractors working on the project liable for any damage following completion and acceptance of the final product.

Both parties must sign and agree to the terms above:

ARTIST – JEN STEINKOPF

Print Name:

Signature:

Date:

CITY OF FOLEY

Print Name:

Signature:

Date:

Foley Fire Chief, Officers, and Fire fighter,

It has been an honor serving on a such a great department with well trained professionals. After over two decades on one of greatest fire department in the state of Minnesota, I will be retiring on July 5 2024.

The memories and the friendships that I have made over the years will never be forgotten. It is a great brotherhood of men. This is truly one of the greatest experience I have had in my life. There has been a lot of experiences that have been life changing in both a good way and a sad way. I have had the pleasure of being trained and trained with some of the most talented, hard working members with the drive to learn for the well being of our community.

I would also say thank you to all the support to my family though the difficult times. The support of the brotherhood through a loss of a parent and a child going through a kidney transplant.

Stay safe and keep up the great service to the community.

Rick Herbrand

A handwritten signature in black ink, appearing to read 'Rick Herbrand', written in a cursive style.

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024 -17

A RESOLUTION ACCEPTING DONATIONS FOR WELCOME SIGNS

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

WHEREAS, the Foley Area Chamber of Commerce, Foley Lion's Club, and Falcon National Bank have donated funds for the construction of the city's welcome signs; and

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

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

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to these businesses for their generous donations.

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

Jack Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024 -18

A RESOLUTION ACCEPTING DONATIONS FOR PARKS AND TRAILS

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

WHEREAS, Boy Scout Troop 10 has donated funds for the city's parks and trails; and

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

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

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to these businesses for their generous donations.

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

Jack Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Payroll - August 2024

Gross Salaries - Bi-Weekly, Fire & Council	Payroll - 7/12/24	\$88,579.99
EFTPS	Federal Withholding	\$16,742.15
MN Dept of Revenue	State Withholding	\$2,523.80
State Treas. PERA	PERA	\$8,095.03
Nationwide	Deferred Comp	\$1,166.37
Pacific Life Ins	Roth IRA	\$90.00
Further	HSA Contribution	\$1,296.14
MN Dept of Human Services	Child Support Garnishments	\$329.48

Gross Salaries	Payroll - 7/26/24	\$54,434.82
EFTPS	Federal Withholding	\$10,280.99
MN Dept of Revenue	State Withholding	\$1,953.65
State Treas. PERA	PERA	\$7,308.94
Nationwide	Deferred Comp	\$1,170.12
Pacific Life Ins	Roth IRA	\$90.00
Further	HSA Contribution	\$1,296.14
MN Dept of Human Services	Child Support Garnishments	\$329.48
LELS	PD Union Dues	\$211.50

Already Paid 8/6/24

EAST CENTRAL ENERGY	07/24 UTILITIES	\$1,224.68
FIRST NATIONAL BANK OF OMAHA	07/24 CC INVOICES	\$2,536.20

To Be Paid 8/6/24

ALLSPEC SERVICES	07/24 BUILDING PERMITS	\$11,076.65
AUTO VALUE	TIGER MOWER REPAIR	\$84.95
BATTERIES PLUS	FD BATTERIES	\$79.56
BENTON COUNTY ATTORNEY	6/2024 CO. ATTORNEY	\$704.00
BENTON COUNTY AUDITOR-TREAS	DECERTIFY TIF #108	\$3,176.00
BOUND TREE MEDICAL, LLC.	FD MEDICAL SUPPLIES	\$355.77
BRENDA THE BUYER	REFUND OVERPAYMENT OF WATER/SEWER INVOICE	\$50.00
BYRAN MOSHIER	CITY ORD VIO. 140 BROADWAY AVE	\$60.00
CENTRACARE	FD - NEW HIRE PHYSICALS	\$105.00
CENTRAL MCGOWAN INC	O2	\$13.85
CHRISTIN MILLER	REFUND SWIM LESSONS- MEDICAL INJURY	\$72.00
CINTAS CORPORATION	UNIFORMS	\$287.61
CITY OF ST. CLOUD	ST CLOUD CAPITAL CHARGES JUNE 2024	\$16,654.13
CIVIC SYSTEMS, LLC	FINANCE SOFTWARE 2ND 1/2 DOWN PMT	\$33,160.00
CNA SURETY DIRECT BILL	24/25 MN BLANKET NOTARY ERRORS AND OMISSIONS	\$37.50
CORE PROFESSIONAL SERVICES PA	EMP EVAL - LIND	\$300.00
DIAMOND VOGEL PAINTS	STREET PAINT	\$246.70
DUSTAN GAPINSKI	REFUND OVER PAYMENT FOR	\$175.10
ESRI	08/24-08/25 GIS LICENSING	\$1,145.00
EVOQUA WATER TECH	FORECEMAIN PUMPING	\$13,519.10
FERGUSON ENTERPRISES LLC #3326	HYDRANT PARTS	\$29.08
FERGUSON WATERWORKS #2518	HYDRANT REPAIR PARTS	\$75.42
FIRE CATT, LLC	FIRE HOSE TESTING	\$3,297.75
GALLS, LLC	PD UNIFORM - K. LIND/SKLUZACEK	\$1,478.49
GEISLINGER AND SONS, INC.	WW EXPANSION PAY APP 20	\$580,401.84
GOPHER STATE ONE CALL	04/24 EMAIL TICKETS	\$56.70
GRAINGER	PW SUPPLIES	\$256.97
GRANITE ELECTRONICS	PW RADIO REPAIR	\$35.00
HAWKINS, INC.	POOL CHEMICALS	\$1,058.63
HAWKINS, INC.	POOL CHEMICALS & SUPPLIES	\$1,884.31
HAWKINS, INC.	WATER CHEMICALS	\$730.82
HEALTHPARTNERS	06/24 PD MEMBER & NON-MEMBER EAP DAT	\$21.00
HEALTHPARTNERS	07/24 PD MEMBER & NON-MEMBER EAP DAT	\$21.00
HELMIN CONSTRUCTION	COMPOST SITE CLASS 5	\$486.37
HENRY EMBROIDERY	2022 LIFE GUARD APPAREL	\$200.00
HILDI INCORPORATED	FIRE RELIEF ACTUARIAL FEES	\$1,150.00
IMPERIALDADE	CITY HALL VACUUM BAGS	\$41.51
IRON VALLEY EQUIPMENT & MFG	TIGER MOWER REPAIR	\$1,411.11
JENNIFER STEINKOPF	WELCOME SIGN	\$20,923.00
K&K TIRE & AUTO CENTER INC	2021 CHEV TAHOE OIL CHANGE	\$77.87
K&K TIRE & AUTO CENTER INC	PD 2018 FORD OIL CHANGE	\$63.65
MARCO INC	07/24 COPIER LEASE	\$549.04
MHSRC/RANGE	EVOC	\$2,100.00
MIDCONTINENT COMMUNICATIONS	07/24 UTILITIES	\$1,025.11
MIMBACH FLEET SUPPLY	TIGER MOWER REPAIR	\$38.99
MN DEPT OF REVENUE	06/24 SALES & USE TAX	\$707.00
MN PUBLIC FACILITIES AUTHORITY	CW_02 MPFA-CWRF-L-001-FY23 BONDPAYMENT	\$261,012.74
MTI DISTRIBUTING INC	TORO MOWER REPAIR	\$41.20
NORTHLAND SECURITIES INC	TIF 1-8 & 1-9 REPORTING	\$2,400.00
RINKE-NOONAN	2025 IMPROV/GARBAGE RFP XCEL FRAN/GEN/SSIDE	\$6,476.00
RITWAY BUSINESS FORMS	UTILITY BILLING FORMS	\$526.62
RMB ENVIRONMENTAL LABORATORIES	WASTEWATER ANALYSIS MONTHLY POND INFLUENT	\$195.42
RMB ENVIRONMENTAL LABORATORIES	WATER ANALYSIS	\$83.60
SCHLENNER WENNER & CO	2024 AUDIT FEES	\$7,000.00
SHIFT TECHNOLOGIES, INC	NEW ACCT SOFTWARE SETUP/ISSUES	\$4,437.25
SHORT ELLIOT HENDRICKSON, INC	SOUTHSIDE HOUSING	\$7,069.00
SILT SOCK INC - TIF	SILT SOCK PRINCIPAL	\$24,543.93
STAPLES	PRINTER TONER/COPY PAPER/OFFICE SUPPLIES	\$255.54
STAR PUBLICATIONS	07/24 PUBLICATIONS	\$331.90
SUN LIFE FINANCIAL	07/24 LTD INS	\$310.27
SYMBOL ARTS LLC	PD UNIFORMS	\$165.66
THEIN WELL	WELLS ANNUAL INSPECTIONS	\$430.00
THORSTEN HOLDINGS	DOWNTOWN FACADE IMPROVEMENT GRANT AGREEA	\$4,590.00
TITAN MACHINERY-ROGERS	721 LOADER REPAIR	\$272.85
TRI-COUNTY HUMANE SOCIETY	ANIMAL SURRENDER	\$750.00
USABLE LIFE	07/24 LIFE INSUR	\$288.50
VERIZON	FD/PW -07/24 CELL PHONE	\$379.21
VICKTORIA HESS	REFUND OVERPAYMENT OF WATER/SEWER INVOICE	\$31.83
VOSS LIGHTING	POOL OUTDOOR LIGHT	\$156.95
WEX BANK	07/24 PW/FD FUEL	\$2,300.53
XCEL ENERGY	07/24 UTILITIES	\$8,479.48

\$1,231,611.54



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

7/30/2024

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

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


Dear Sarah,

Please find enclosed Payment Estimate No. 20 for the above referenced project. The estimate includes work completed through July 26th. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Geislinger & Sons, Inc., one copy to me for our records, and retain one for yourself.

Please contact me if you have any questions.

Sincerely,

Bolton & Menk, Inc.

for 
Jared Voge, P.E.
Principal Engineer

Contractor's Application for Payment

Owner: <u>City of Foley</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>R21.120226</u>
Contractor: <u>Geislinger and Sons, Inc.</u>	Agency's Project No.: _____
Project: <u>Wastewater Regionalization Project</u>	
Contract: <u>Wastewater Regionalization Project</u>	
Application No.: <u>20</u>	Application Date: <u>7/30/2024</u>
Application Period: From <u>6/22/2024</u> to <u>7/26/2024</u>	

1. Original Contract Price	\$	16,548,705.51
2. Net change by Change Orders	\$	546,569.88
3. Current Contract Price (Line 1 + Line 2)	\$	17,095,275.39
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	16,075,877.59
5. Retainage		
a. <u>5%</u> X <u>\$ 16,075,877.59</u> Work Completed	\$	803,793.88
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	803,793.88
6. Amount eligible to date (Line 4 - Line 5.c)	\$	15,272,083.71
7. Less previous payments	\$	14,691,681.87
8. Amount due this application	\$	580,401.84
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	1,019,397.80

Contractor's Certification


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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

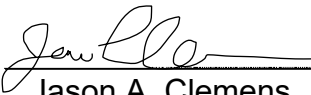
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Geislinger and Sons, Inc.

Signature:  **Date:** 7-30-24

Name: Matt Geisling **Title:** Project Manager

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Name: <u>Jason A. Clemens</u>	Name: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>7/30/2024</u>	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.:	20	Application Period:	From 06/22/24 to 07/26/24	Application Date:	07/30/24
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A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						F1 Quantity Previous Estimate	F2 Value Previous Estimate	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
Original Contract													
1	MOBILIZATION	1.00	LUMP SUM	570,000.00	570,000.00	0.92	524,400.00	1.00	570,000.00		570,000.00	100%	-
2	CLEARING AND GRUBBING	1.70	ACRE	31,000.00	52,700.00	3.60	111,600.00	3.60	111,600.00		111,600.00	212%	(58,900.00)
3	CLEARING AND GRUBBING	27.00	TREE	1,100.00	29,700.00	49.00	53,900.00	49.00	53,900.00		53,900.00	181%	(24,200.00)
4	DECOMMISSION BIRCH LIFT STATION	1.00	LUMP SUM	7,500.00	7,500.00	-	7,500.00	1.00	7,500.00		7,500.00	100%	-
5	SALVAGE AND REINSTALL SIGN	14.00	EACH	510.00	7,140.00	45.00	22,950.00	45.00	22,950.00		22,950.00	321%	(15,810.00)
6	SALVAGE AND REINSTALL PIPE CULVERT	252.00	LIN FT	20.00	5,040.00	523.00	10,460.00	523.00	10,460.00		10,460.00	208%	(5,420.00)
7	AGGREGATE SURFACING FROM STOCKPILE (CV)	4,164.00	CU YD	21.00	87,444.00	225.00	4,725.00	225.00	4,725.00		4,725.00	5%	82,719.00
8	DEWATERING	1.00	LUMP SUM	0.01	0.01	1.00	0.01	1.00	0.01		0.01	100%	-
9	GEOTEXTILE FABRIC, TYPE 5	8,053.00	SQ YD	2.00	16,106.00	14,149.00	28,298.00	14,149.00	28,298.00		28,298.00	176%	(12,192.00)
10	COMMON EXCAVATION (P)	4,082.00	CU YD	15.00	61,230.00	4,082.00	61,230.00	4,082.00	61,230.00		61,230.00	100%	-
11	AGGREGATE SURFACING, CLASS 2 (CV)	908.00	CU YD	50.00	45,400.00	827.00	41,350.00	827.00	41,350.00		41,350.00	91%	4,050.00
12	AGGREGATE SURFACING, CLASS 5 (CV)	1,519.00	CU YD	40.00	60,760.00	1,257.30	50,292.00	1,257.30	50,292.00		50,292.00	83%	10,468.00
13	AGGREGATE BASE, CLASS 5 (CV)	2,747.00	CU YD	35.00	96,145.00	3,068.56	107,399.60	3,068.56	107,399.60		107,399.60	112%	(11,254.60)
14	BITUMINOUS PATCH - DRIVEWAY	450.00	SQ YD	90.00	40,500.00	470.50	42,345.00	470.50	42,345.00		42,345.00	105%	(1,845.00)
15	BITUMINOUS PATCH - STREET	796.00	SQ YD	85.00	67,660.00	310.50	108,332.50	1,274.50	108,332.50		108,332.50	160%	(40,672.50)
16	12" PIPE APRON	4.00	EACH	250.00	1,000.00	4.00	1,000.00	4.00	1,000.00		1,000.00	100%	-
17	15" PIPE APRON	6.00	EACH	310.00	1,860.00	10.00	3,100.00	10.00	3,100.00		3,100.00	167%	(1,240.00)
18	18" PIPE APRON	4.00	EACH	375.00	1,500.00	-	-	-	-		-	-	1,500.00
19	24" PIPE APRON	4.00	EACH	525.00	2,100.00	4.00	4,200.00	8.00	4,200.00		4,200.00	200%	(2,100.00)
20	30" PIPE APRON	1.00	EACH	950.00	950.00	-	-	-	-		-	-	950.00
21	12" PIPE CULVERT	80.00	LIN FT	30.00	2,400.00	76.00	2,280.00	76.00	2,280.00		2,280.00	95%	120.00
22	15" PIPE CULVERT	76.00	LIN FT	32.00	2,432.00	180.00	5,760.00	180.00	5,760.00		5,760.00	237%	(3,328.00)
23	18" PIPE CULVERT	143.00	LIN FT	36.00	5,148.00	-	-	-	-		-	-	5,148.00
24	24" PIPE CULVERT	282.00	LIN FT	45.00	12,690.00	284.00	22,230.00	494.00	22,230.00		22,230.00	175%	(9,540.00)
25	30" PIPE CULVERT	20.00	LIN FT	65.00	1,300.00	-	-	-	-		-	-	1,300.00
26	CONNECT TO EXISTING SANITARY MAIN	8.00	EACH	7,500.00	60,000.00	4.00	52,500.00	7.00	52,500.00		52,500.00	88%	7,500.00
27	8" SANITARY SEWER PIPE	221.00	LIN FT	125.00	27,625.00	-	16,625.00	133.00	16,625.00		16,625.00	60%	11,000.00
28	12" SANITARY SEWER PIPE	1,995.00	LIN FT	135.00	269,325.00	1,816.00	255,420.00	1,892.00	255,420.00		255,420.00	95%	13,905.00
29	15" SANITARY SEWER PIPE	285.00	LIN FT	140.00	39,900.00	298.00	41,720.00	298.00	41,720.00		41,720.00	105%	(1,820.00)
30	18" SANITARY SEWER PIPE	40.00	LIN FT	165.00	6,600.00	75.00	12,375.00	75.00	12,375.00		12,375.00	188%	(5,775.00)
31	27" SANITARY SEWER PIPE	38.00	LIN FT	250.00	9,500.00	47.00	11,750.00	47.00	11,750.00		11,750.00	124%	(2,250.00)
32	FORCE MAIN (MIN. I.D. 11.65 INCHES)	70,839.00	LIN FT	100.00	7,083,900.00	71,024.00	7,102,400.00	71,024.00	7,102,400.00		7,102,400.00	100%	(18,500.00)
33	24" CASING (MIN. DIAM)	374.00	LIN FT	250.00	93,500.00	354.00	88,500.00	354.00	88,500.00		88,500.00	95%	5,000.00
34	TRENCHLESS FORCE MAIN - (MIN. I.D. 11.65 INCHES)	10,692.00	LIN FT	115.00	1,229,580.00	10,129.00	1,164,835.00	10,129.00	1,164,835.00		1,164,835.00	95%	64,745.00
35	TRENCHLESS FORCE MAIN & CASING-SIMULTANEOUS PULL-	1,386.00	LIN FT	250.00	346,500.00	971.00	242,750.00	971.00	242,750.00		242,750.00	70%	103,750.00
36	TRENCHLESS 30" CASING (DIRECTIONAL DRILL)	110.00	LIN FT	850.00	93,500.00	95.10	80,833.30	95.10	80,833.30		80,833.30	86%	12,666.70
37	GATE VALVE AND BOX	12.00	EACH	5,500.00	66,000.00	9.00	49,500.00	9.00	49,500.00		49,500.00	75%	16,500.00
38	METERING & OUTFALL MANHOLES - FOLEY	1.00	LUMP SUM	40,000.00	40,000.00	1.00	40,000.00	1.00	40,000.00		40,000.00	100%	-
39	METERING MANHOLE - SAUK RAPIDS	1.00	LUMP SUM	45,000.00	45,000.00	1.00	45,000.00	1.00	45,000.00		45,000.00	100%	-
40	CONSTRUCT 8" OUTSIDE DROP	4.30	LIN FT	650.00	2,795.00	-	2,795.00	4.30	2,795.00		2,795.00	100%	-
41	CONSTRUCT SANITARY SEWER MANHOLE - DESIGN 4007 48"	178.00	LIN FT	550.00	97,900.00	129.42	94,561.50	171.93	94,561.50		94,561.50	97%	3,338.50
42	CONSTRUCT SANITARY SEWER MANHOLE - 60" DESIGN	23.90	LIN FT	650.00	15,535.00	25.90	16,835.00	25.90	16,835.00		16,835.00	108%	(1,300.00)
43	FIBERGLASS-REINFORCED MANHOLE	1.00	EACH	40,000.00	40,000.00	1.00	40,000.00	1.00	40,000.00		40,000.00	100%	-
44	CASTING ASSEMBLY	14.00	EACH	1,000.00	14,000.00	7.00	13,000.00	13.00	13,000.00		13,000.00	93%	1,000.00
45	AIR & VACUUM RELEASE MANHOLE	42.00	EACH	25,000.00	1,050,000.00	42.00	1,050,000.00	42.00	1,050,000.00		1,050,000.00	100%	-
46	LOCATE EXISTING UTILITY	468.00	EACH	125.00	58,500.00	182.00	23,125.00	185.00	23,125.00		23,125.00	40%	35,375.00
47	CONSTRUCT LIFT STATION - BROADWAY	1.00	LUMP SUM	350,000.00	350,000.00	1.00	350,000.00	1.00	350,000.00		350,000.00	100%	-
48	BROADWAY LIFT STATION ELECTRICAL, GENERATOR, &	1.00	LUMP SUM	125,000.00	125,000.00	1.00	125,000.00	1.00	125,000.00		125,000.00	100%	-
49	CONSTRUCT LIFT STATION - GOLF	1.00	LUMP SUM	400,000.00	400,000.00	1.00	400,000.00	1.00	400,000.00		400,000.00	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 20 Application Period: From 06/22/24 to 07/26/24 Application Date: 07/30/24

A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
50	GOLF LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM	140,000.00	140,000.00	0.90	126,000.00	0.95	133,000.00		133,000.00	95%	7,000.00
51	CONSTRUCT LIFT STATION - MAIN	1.00	LUMP SUM	500,000.00	500,000.00	1.00	500,000.00	1.00	500,000.00		500,000.00	100%	-
52	MAIN LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM	140,000.00	140,000.00	0.90	126,000.00	0.95	133,000.00		133,000.00	95%	7,000.00
53	LIFT STATION ALTERATIONS - LANGE	1.00	LUMP SUM	200,000.00	200,000.00	-	-	0.85	170,000.00		170,000.00	85%	30,000.00
54	LANGE LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM	55,000.00	55,000.00	-	-	0.90	49,500.00		49,500.00	90%	5,500.00
55	CONSTRUCT ODOR CONTROL BUILDING	1.00	LUMP SUM	600,000.00	600,000.00	1.00	600,000.00	1.00	600,000.00		600,000.00	100%	-
56	ODOR CONTROL BUILDING ELECTRICAL & CONTROLS	1.00	LUMP SUM	50,000.00	50,000.00	0.85	42,500.00	0.85	42,500.00		42,500.00	85%	7,500.00
57	PUBLIC WORKS SCADA/ELECTRICAL & PROGRAMMING	1.00	LUMP SUM	51,000.00	51,000.00	1.00	51,000.00	1.00	51,000.00		51,000.00	100%	-
58	CHAIN LINK FENCE	427.00	LIN FT	50.00	21,350.00	427.00	21,350.00	427.00	21,350.00		21,350.00	100%	-
59	TRAFFIC CONTROL	1.00	LUMP SUM	50,000.00	50,000.00	1.00	50,000.00	1.00	50,000.00		50,000.00	100%	-
60	EROSION AND SEDIMENT CONTROL	1.00	LUMP SUM	60,000.00	60,000.00	0.92	55,200.00	0.92	55,200.00		55,200.00	92%	4,800.00
61	RIPRAP, CLASS III	178.00	CU YD	65.00	11,570.00	46.21	3,003.65	46.21	3,003.65		3,003.65	26%	8,566.35
62	SEED 25-141, FERTILIZER, HYDRAULIC MATRIX	305,376.00	SQ YD	0.50	152,688.00	313,704.19	160,977.10	321,954.19	160,977.10		160,977.10	105%	(8,289.10)
63	SEED 25-141, FERTILIZER, EROSION CONTROL BLANKET	54,312.00	SQ YD	2.50	135,780.00	24,343.04	60,857.60	24,343.04	60,857.60		60,857.60	45%	74,922.40
64	SEED 34-171	39,905.00	SQ YD	0.50	19,952.50	9,472.50	4,736.25	9,472.50	4,736.25		4,736.25	24%	15,216.25
65	GENERAL CONSTRUCTION ALLOWANCE	1.00	ALLOWANCE	120,000.00	120,000.00	0.50	102,469.80	0.85	102,469.80		102,469.80	85%	17,530.20
66	COMPUTER ALLOWANCE	1.00	ALLOWANCE	10,000.00	10,000.00	-	7,823.20	0.78	7,823.20		7,823.20	78%	2,176.80
67	ST. CLOUD FLOW METERING ALLOWANCE	1.00	ALLOWANCE	500,000.00	500,000.00	1.00	500,000.00	1.00	500,000.00		500,000.00	100%	-
68	UTILITY SERVICE ALLOWANCE	1.00	ALLOWANCE	400,000.00	400,000.00	0.46	182,408.00	0.46	182,408.00		182,408.00	46%	217,592.00
A.1	JACK & AUGER 24" CASING (MIN DIAM) & FORCE MAIN	490.00	LIN FT	1,200.00	588,000.00	243.41	296,445.60	247.04	296,445.60		296,445.60	50%	291,554.40
Original Contract Totals					\$ 16,548,705.51		\$ 15,423,648.11		\$ 15,702,748.11	\$ -	\$ 15,702,748.11	95%	\$ 845,957.40

Stored Materials Summary

Contractor's Application for Payment

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

Application No.: 20 Application Period: From 06/22/24 to 07/26/24 Application Date: 07/30/24

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



**Economic Development Authority – Meeting Agenda
August 6, 2024 – 4:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Approve the agenda.
3. Approve the minutes of July 9, 2024
4. Discussion on Downtown Façade Improvement Program Applications
 - ~*Remaining funds of \$13,728.36.*
 - ~*Applicants listed in order of submission.*
 - Dombrovski Meats
 - i. 211 Broadway Avenue
 - ii. 431 Dewey Street
 - iii. Demolition of building & asbestos removal
 - Cross Center of Benton County
 - i. 150 4th Avenue N
 - ii. Door replacement, brick painting
 - JSD Properties (Shelli Dotson) – Foley Country Floral
 - i. New windows and awning.
 - DZ Properties – The Insurance Shoppe
 - i. Exterior paint, new shakes, wood trim, signage
5. Other Business
6. Adjourn

Current EDA Members:

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

CITY OF FOLEY
FOLEY, MINNESOTA
EDA MEETING – July 9, 2024

Members Present: Jeff Gondeck, Deb Mathiowetz, Jonathan Brenny, Jim Martinson, and Sarah Brunn

Members Absent: Jeremy Johnson

Gondeck called the meeting to order at 4:30 p.m.

Motion by Mathiowetz, seconded by Brenny, to approve agenda.

Motion carried, unanimous.

Motion by Martinson, seconded by Mathiowetz, to approve the minutes of June 4, 2024.

Motion carried, unanimous.

Discussion on Downtown Façade Improvement Program Applications

Sarah Brunn, City Administrator, gave an overview of Benton County Abstract's request for additional grant funds and recommended for EDA approval. She stated Benton County Abstract is still under the maximum allotted funds of \$5,000.

Motion by Mathiowetz, seconded by Brenny, to approve additional funds of \$451.64 for added sign costs.

Motion carried, unanimous.

Other Business

Brunn stated that there was nothing else that required action at this time. She anticipates there will be more façade applications in the future. There is lots of interest and discussion regarding the program. The Benton Economic Partnership distributed fliers to the downtown businesses. There has also been a lot of good publicity and an article in the Benton County News.

Discussion turned to the other projects. Brunn stated she's waiting on the state for the wetland approval of the southside housing project. Gondeck mentioned new developments in Rice and mentioned he could reach out to the city to see how things are going. The panel also discussed the higher density housing ordinance recently passed by the city of St. Cloud to allow for multi-family properties in residential areas.

Amanda Othoudt, Benton Economic Partnership, shared she's received positive feedback on the city's proactive approach on housing. She also mentioned that developers have asked about ways the city could streamline the permit process. She asked how the city could do a private/public approach to share development costs with the end goal of increased housing units. Discussion continued.

The next EDA meeting date is yet to be determined.

Motion by Mathiowetz, seconded by Martinson, to adjourn.

Motion carried, unanimous.

Meeting adjourned 4:51 p.m.

Sarah A. Brunn, City Administrator

(Minutes By: Sara Judson Brown, Administrative Assistant)

**Downtown Façade Improvement
Program Grant Application**

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

APPLICANT INFORMATION

NAME OF APPLICANT(S)

Dombrovski Meats

BUILDING OWNER <u>Dombrovski Meats</u>	TENANT ← <u>Same</u>
ADDRESS <u>211 Broadway Ave</u>	ADDRESS
CITY, STATE, ZIP <u>Foley, MN 56329</u>	CITY, STATE, ZIP
PHONE <u>320-968-6275</u>	PHONE
EMAIL <u>adam@dombrovskimeats.com</u>	EMAIL

BUSINESS INFORMATION

LEGAL NAME OF BUSINESS Dombrovski Meats Co.

ADDRESS 425 Dewey Street

CITY, STATE, ZIP Foley, MN 56329

BUSINESS PHONE 320-968-6275

FEDERAL TAX ID# 20-0170049 DATE ESTABLISHED 05/1975

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON TITLE:

NAME Dombrovski Meats INTEREST 100%

NAME _____ INTEREST _____

NAME _____ INTEREST _____

PROPERTY INFORMATION

WHAT YEAR WAS THE BUILDING ORIGINALLY BUILT Unknown

HAS THIS BUILDING BEEN HISTORICALLY REGISTERED? No

PROJECT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

Removal of dilapidated facade + structure
Backfill + grade site landscaping
Asbestos + hazardous waste removal

ESTIMATED PROJECT COSTS

EXTERIOR/FAÇADE \$55,022.50

ESTIMATED COST \$55,022.50

TOTAL ESTIMATED COST \$55,022.50

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 \$ 5,000 (Up to \$5,000 according to the scale) APPLICANT FUNDS \$ 50,022.50

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)

Ada Ok.

DATE 7/9/24

DATE _____

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.

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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



Proposal

Landwehr Construction, Inc.
 P. O. Box 1086
 St. Cloud, MN 56302

Phone (320) 252-1494
 Fax (320) 252-2380

Submitted to:		Job Name (if different than submitted to)	
Name	Dombrowski Meats	Name	
Attn:	Adam Dombrowski	Address	
Address		City, State, Zip	
Phone:	Cell:	Bld Date:	7/8/2024
Date:		Time Due:	

Demolition of the buildings located at 431 Dewey Street and 211 Broadway Ave in Foley MN, leaving the footings along the city sidewalk on the south and east side of the building. We would propose these footings and walls stay in place to hold the side walk up.

- Included:
- Mobilization, MPCA notification
 - Asbestos Survey
 - Disposal fees for Demolition materials
 - Temp Fence
 - Capping of city sewer and water at building foundation
 - Backfilling the site to match existing grade
 - Asbestos Abatement and disposal
 - Universal and Hazardous waste removal and disposal

- Excluded:
- City Demo Permit
 - All MSW removal and disposal

Building 1	431 Dewey Street	\$ 55,022.50
Building 2	211 Broadway Ave	\$ 55,022.50

TOTAL PRICE: \$ 110,045.00

All quoted buildings tied. Quote only good if all work is to be performed.

Payment terms will be net 30 from date on the invoice.

Quote good for 30 days

Prepared by - Aaron Wendlandt, Estimator/Project Manager
 Landwehr Construction, Inc.

Accepted by (Signature)

Date

Title, Company

Date

**Downtown Façade Improvement
Program Grant Application**

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

APPLICANT INFORMATION

NAME OF APPLICANT(S)

Dombrovski Meats

BUILDING OWNER <u>Dombrovski Meats</u>	TENANT ← <u>Same</u>
ADDRESS <u>431 Dewey Street</u>	ADDRESS
CITY, STATE, ZIP <u>Foley, MN 56329</u>	CITY, STATE, ZIP
PHONE <u>320-968-6275</u>	PHONE
EMAIL <u>adam@dombrovski.meats.com</u>	EMAIL

BUSINESS INFORMATION

LEGAL NAME OF BUSINESS Dombrovski Meats Co.

ADDRESS 425 Dewey Street

CITY, STATE, ZIP Foley, MN 56329

BUSINESS PHONE 320-968-6275

FEDERAL TAX ID# 20-0170049 DATE ESTABLISHED 05/1975

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON TITLE:

NAME Dombrovski Meats INTEREST 100%

NAME _____ INTEREST _____

NAME _____ INTEREST _____

PROPERTY INFORMATION

WHAT YEAR WAS THE BUILDING ORIGINALLY BUILT Unknown

HAS THIS BUILDING BEEN HISTORICALLY REGISTERED? No

PROJECT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

Removal of dilapidated facade + structure
Backfill + grade site landscaping
Asbestos + hazardous waste removal

ESTIMATED PROJECT COSTS

EXTERIOR/FAÇADE \$55,022.50

ESTIMATED COST \$55,022.50

TOTAL ESTIMATED COST \$55,022.50

FUNDING INFORMATION

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APPLICANT(S)

Adm Blw

DATE 7/9/24

DATE _____

DATE _____

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NOTICE PURSUANT TO MS.60A.955



Proposal

Landwehr Construction, Inc.
 P. O. Box 1086
 St. Cloud, MN 56302

Phone (320) 252-1494
 Fax (320) 252-2380

Submitted to:		Job Name (if different than submitted to)	
Name	Dombrovski Meats	Name	
Attn:	Adam Dombrovski	Address	
Address		City, State, Zip	
Phone:	Cell:	Bid Date:	7/8/2024
Date:		Time Due:	

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 - Asbestos Survey
 - Disposal fees for Demolition materials
 - Temp Fence
 - Capping of city sewer and water at building foundation
 - Backfilling the site to match existing grade
 - Asbestos Abatement and disposal
 - Universal and Hazardous waste removal and disposal

- Excluded:
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 - All MSW removal and disposal

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Building 2	211 Broadway Ave	\$ 55,022.50

TOTAL PRICE: \$ 110,045.00

All quoted buildings tied. Quote only good if all work is to be performed.

Payment terms will be net 30 from date on the invoice.

Quote good for 30 days

Prepared by - Aaron Wendlandt, Estimator/Project Manager
 Landwehr Construction, Inc.

Accepted by (Signature)

Date

Title, Company

Date

**Downtown Façade Improvement
Program Grant Application**

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

APPLICANT INFORMATION

NAME OF APPLICANT(S)

BUILDING OWNER Cross Center of Benton County	TENANT Cross Center of Benton County
ADDRESS 150 4th Ave. N PO BOx 205	ADDRESS 150 4th Ave. N PO BOx 205
CITY, STATE, ZIP Foley, MN 56329	CITY, STATE, ZIP Foley, MN 56329
PHONE 320-968-7012	PHONE 320-968-7012
EMAIL foleycrosscenter@gmail.com	EMAIL foleycrosscenter@gmail.com

BUSINESS INFORMATION

LEGAL NAME OF BUSINESS **Cross Center of Benton County**

ADDRESS **150 4th Ave. N**
PO BOx 205

CITY, STATE, ZIP **Foley, MN 56329**

BUSINESS PHONE **320-968-7012**

FEDERAL TAX ID# DATE ESTABLISHED **41-144107**

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON TITLE:

NAME INTEREST

NAME INTEREST

NAME INTEREST

PROPERTY INFORMATION

WHAT YEAR WAS THE BUILDING ORIGINALLY BUILT **Rainbow and office 1920 & food side 1966**

HAS THIS BUILDING BEEN HISTORICALLY REGISTERED? **No**

PROJECT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

The Cross Center would like to improve the look of our building to create curb appeal. The bricks will be repaired as we have birds that are making nests in the cracks of the building. We will paint the brick wall with one coat of elastomeric paint to match the existing rainbow building as that was just done a few years ago. We're also needing to add a caulking joint to the sidewalk as there is a large gap causing water to freeze and move the building during the winter months. The plan is to replace the food side entrance door with a new commercial alarm aluminum entry door with an automatic swing door which will allow for an ADA approved entrance to help not only the clients, but the volunteers when needing to get supplies to their vehicles. An automatic button entrance will be installed to both doors of our building. We will also replace the front window and will add our name, hours, and phone number with bright colors so people driving down the street will notice our amazing and necessary program.

ESTIMATED PROJECT COSTS

EXTERIOR/FAÇADE ESTIMATED COST **TOTAL ESTIMATED COST \$24,535.00**

FUNDING INFORMATION

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

APPLICANT FUNDS \$ **24,035.00**

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) Jennifer Folkema

DATE 7/16/2024

DATE

DATE

A BID FROM A CONTRACTOR MUST BE SUBMITTED WITH THIS APPLICATION.
MINNESOTA DATA PRACTICES ACT—TENNESSEN WARNING

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4. Law enforcement personnel
5. Those individuals or agencies to whom you give your express written permission

NOTICE PURSUANT TO MS.60A.955

KOSTREBA TUCKPOINTING and ROOFING

Brian L. Kostreba
3701 - 118th Street N.W.
RICE, MINNESOTA 56367
(320) 393-4657 fax: (320) 393-2889

PROPOSAL SUBMITTED TO

CROSS

PHONE

DATE

7/8/2024

STREET

150 4th Ave., North. P.O. Box 205

JOB NAME

CITY, STATE and ZIP CODE

Foley, MN 56329

JOB LOCATION

Crosscenter@hotmail.com

Work to be done on all buildings:

Spot point deteriorated brick on upper portion of wall where two buildings meet.

Joints to match existing as closely as possible to color.

Paint entire brick wall one coat elastomeric paint, color green, to match existing as close as possible.

Install sidewalk to building caulking joint to prevent water from penetrating in.

Install one new commercial alarm aluminum entry door with automatic swing door.

Include 2 push to open wall switches.

Remove and replace front window, dark bronze finish, 1 inch clear insulated glass..

Clean up all work related debris.

Total for brickwork only and painting.....\$7,885.00

Total for door and window installation not including finishing work on inside. \$16,650.00

*** electrician will be need to be hired to install hook up and wiring for automatic doors.

This bid does not include electrician at this time.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This proposal may be withdrawn by us if not accepted within _____ days.

Authorized signature _____

Acceptance of Proposal -

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Retain white copy for your files. Sign and return yellow copy.

**Downtown Façade Improvement
Program Grant Application**

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

APPLICANT INFORMATION

NAME OF APPLICANT(S)

Shelli Dotson

BUILDING OWNER <u>JSD properties (Jeff + Shelli Dotson)</u>	TENANT <u>Foley Country Floral</u>
ADDRESS 111 <u>4620-28th Ave NE</u> 111 <u>Longville Mn 56655</u>	ADDRESS <u>440-Dewey St</u>
CITY, STATE, ZIP <u>Longville, Mn 56655</u>	CITY, STATE, ZIP <u>Foley Mn 56329</u>
PHONE <u>320-761-6388</u>	PHONE <u>320-968-7711</u>
EMAIL	EMAIL

BUSINESS INFORMATION

LEGAL NAME OF BUSINESS Foley Country Floral

ADDRESS 440-Dewey St.

CITY, STATE, ZIP Foley Mn 56329

BUSINESS PHONE 320-968-7711

FEDERAL TAX ID# 41-1840182 DATE ESTABLISHED 1990 Feb 5

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON TITLE:

NAME Shelli Dotson INTEREST 100%

NAME _____ INTEREST _____

NAME _____ INTEREST _____

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 \$ ~~50000~~ 1617.50 (Up to \$5,000 according to

the scale) APPLICANT FUNDS \$ 1617.50

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)

Shelli Johnson

DATE 7/25/24

DATE _____

DATE _____

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

PROPERTY INFORMATION

WHAT YEAR WAS THE BUILDING ORIGINALLY BUILT 1930

HAS THIS BUILDING BEEN HISTORICALLY REGISTERED? ?

PROJECT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

X 2 front windows
Red Awning

ESTIMATED PROJECT COSTS

EXTERIOR/FAÇADE _____

ESTIMATED COST _____

(
1105.00
2130.00
)

TOTAL ESTIMATED COST 3235.00

From: Tatum Kerwin Tatum@eastsideglass-mn.com

**Subject: QUOTE 62015 FOLEY
COUNTRY FLORAL**

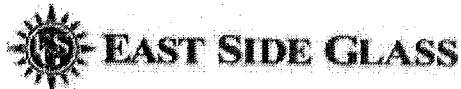
Date: Jul 11, 2024 at 11:43:59 AM

To: SHELLIDOTSON@yahoo.com

Good Morning,

Attached is the quote for the two insulated units to be replaced at Foley Country Floral. We would just require half down to get materials on order, and our turnaround time is 4 to 5 weeks from order till installation. Thank you!

Tatum Kerwin



305 Franklin Ave NE

St. Cloud MN 56304

320-251-1900

Fax: 320-251-9471

Tatum@eastsideglass-mn.com



EAST SIDE GLASS

305 Franklin Ave NE
St. Cloud, MN 56304
Phone: (320)251-1900
Fax: (320)251-9471

FAX: (320)251-7471
www.eastsideglass-mn.com

Quote: 62015
Date: 07/08/2024

Customer

FOLEY COUNTRY FLORAL
440 DEWEY ST
FOLEY MN 56329

H (320)761-6388

Csr: MITCH Tech: PO Terms: C.O.D

Qty Part / Description

- 2 56" X 44" INSPCIG18LEA - INSULATED UNIT CIG LOW-E B/L 1/8" ANNEALED
5/8" OA
LOW-E 180
FRONT WINDOW
INTERNAL STOPS
**NOTE: FOR THE INSTALLATION WE WILL NEED EVERYTHING MOVED INSIDE IN
FRONT OF THE WINDOW TO ACCESS.**
- 1 OUT-SHOP RESIDENTIAL LABOR

Thank you for the opportunity to quote. Quote Valid For 30 Days.

Signature _____ Date _____

<u>Total</u>	<u>Payments</u>	<u>Balance</u>
1,105.00	0.00	1,105.00

Store Copy

From: Jason Waytashek

jason@gjawning.com

Subject: Awning recover

Date: Jun 13, 2024 at 1:10:55 PM

To: SHELLIDOTSON@yahoo.com

Hi Shelly

Thanks for taking the time today to speak with me. I now have pricing to recover your 3 existing awnings.

To recover all 3 reusing the existing frames, all new canvas fabric, and graphics included would come to a total of \$2,130.00

Let me know if you have any questions or concerns and we'll go from there

Thanks

Jason

Jason Waytashek
Project Manager



G&J AWNING
CANVAS • METAL

1802 13th Ave NE, Sauk Rapids, MN 56379

: 320-293-1391 (Direct)

**Downtown Façade Improvement
Program Grant Application**

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

APPLICANT INFORMATION

NAME OF APPLICANT(S)

Zac Billmer - The Insurance Shoppe

BUILDING OWNER DZ Properties	TENANT The Insurance Shoppe
ADDRESS 415 Dewey St / PO Box 309	ADDRESS 415 Dewey St / PO Box 309
CITY, STATE, ZIP Foley, MN 56329	CITY, STATE, ZIP Foley, MN 56329
PHONE (320) 968-6217	PHONE (320) 968-6217
EMAIL zac@the-insurance-shoppe.com	EMAIL zac@the-insurance-shoppe.com

BUSINESS INFORMATION

LEGAL NAME OF BUSINESS The Insurance Shoppe - GBI Inc

ADDRESS 415 Dewey Street

CITY, STATE, ZIP Foley MN 56329

BUSINESS PHONE (320) 968-6217

FEDERAL TAX ID# 41-1765877 DATE ESTABLISHED 1993

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON TITLE:

NAME DZ Properties INTEREST 100%

NAME _____ INTEREST _____

NAME _____ INTEREST _____

PROPERTY INFORMATION

WHAT YEAR WAS THE BUILDING ORIGINALLY BUILT 1900

HAS THIS BUILDING BEEN HISTORICALLY REGISTERED? NO

PROJECT INFORMATION

BRIEF DESCRIPTION OF PROPOSED PROJECT:

Exterior paint + replacement of shales
New wood trim
New signage

ESTIMATED PROJECT COSTS

EXTERIOR/FACADE 11,975.86

ESTIMATED COST 11,975.86

TOTAL ESTIMATED COST 11,975.86

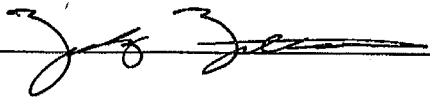
FUNDING INFORMATION

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TOTAL GRANT AMOUNT REQUESTED \$ 5000 (Up to \$5,000 according to the scale)
APPLICANT FUNDS \$ 6975.86

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)



DATE 8/1/2024
DATE _____
DATE _____

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

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NOTICE PURSUANT TO MS.60A.955



ESTIMATE

JNT LLC dba Atop Notch Painting
 Josh Schmit
 31337 121st St.
 Princeton, MN 55371
 atopnotchpainting@gmail.com

DATE: 07/16/2024

To: AMY KROSKA
 The Insurance Shoppe Foley
 amy@the-insuranceshoppe.com

JOB ADDRESS: 415 DEWEY ST., FOLEY

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
pressure wash	pressure wash front side, alley side, and roof top side if possible		
soffit/fascia	sand, bond prime, 2 coats package black on fascia at top and lower soffit/fascia.		
paint brick	paint the front gray-tbd on top and down sides. paint lower block black. paint side on roof top half way down gray. 2 coats Loxon		
windows	sand, bond prime, 2 coats package black		
posts	re-skin posts with new wood stain natural 2-3 coats		
clean cedar	clean cedar around old entry door stain or paint black		
	MATERIALS INCLUDED IN PRICE		

SUBTOTAL	\$7075.86
SALES TAX	—
TOTAL	\$7075.86

THANK YOU SO MUCH FOR YOUR INTEREST.
 LET ME KNOW IF YOU HAVE ANY QUESTIONS.

-JOSH



0410 11/10/2010

Zack Novak Construction Inc.
P.O. Box 235
Sauk Rapids MN 56379
(320)250-6109
zacknovakconst@gmail.com

DATE: 7.18.24
FOR: re roof

BID To:
Insurance Shoppe
P O Box 307
415 Dewey St
Foley, MN 56329
Amy: 320-968-6217
amy@the-insurance-shoppe.com

Bids are current prices and subject to
change by start date
**please see notes below*

DESCRIPTION	
3 sq standing seam steel	
high temp roof underlayment	Material:
endwall trim, sidewall trim	2,200.00
ridge cap	
drip edge	
roof felt	Labor:
closures, vents	2,300.00
screws, tape, ridge clips, sealant	
tear off 1 layer	
install with material list	Dumpster
install Ice and Water to MN code	250.00
clean up into dumpster	
Dumpster	Permits/Fees
Permit/Fees	150.00
BID ESTIMATE TOTAL	\$ 4,900.00

This is a base bid estimate and does not include possible Modifications, Exclusions and Qualifications.

****Custom painted metal sign approximately \$900****

**IF NEEDED FIX TIME PLUS MATERIALS (ie: 2 or more layers, plywood replacement, etc)
INCREASE OF MATERIAL COSTS**

THANK YOU FOR YOUR BUSINESS !

Sarah Brunn

From: Amy Kroska <amy@the-insurance-shoppe.com>
Sent: Thursday, August 1, 2024 11:28 AM
To: Sarah Brunn
Cc: Zac Zillmer
Subject: THE INSURANCE SHOPPE FACADE IMPROVEMENT GRANT
Attachments: FACADE IMPROVEMENT GRANT - THE INSURANCE SHOPPE.pdf; PAINTING ESTIMATE - the Ins Shoppe Foley.pdf; bid 7.18.24 Insurance Shoppe.pdf



Good Morning Sarah–

We would like to turn in our grant application for The Insurance Shoppe façade improvement. I have attached a picture to show you the color scheme- look we are striving for.

Would it be possible to include this application in Tuesdays meeting agenda? Sorry for the late notice – we just got the estimate from the painter this morning.

Thank you,

Amy Kroska



320-968-6217 Fax 320-968-6218
PO BOX 309, FOLEY, MN 56329

Please note that your requests to change, alter, or secure insurance coverage via any form of electronic mail, phone, in person, drop box, or communication sent via USPS, Fed Ex, UPS, Speedy Delivery, or similar service, must be confirmed by an agency representative before coverage applies. This electronic message and any attachment is intended exclusively for the individual or entity to which it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, distribution or use of this electronic message or any

City of Foley Downtown Facade Improvement Grant Program (Pilot)

Purpose

The Foley Downtown Facade Improvement Grant Program provides incentives to stimulate external, visible investment in Downtown businesses that will boost the vitality of Foley businesses and improve local economic conditions. Property owners and business owners are encouraged to consider improvements that incorporate the surrounding community including but not limited to aesthetics, environment, cultural and historic elements, and architecture. These improvements should create a cohesive, attractive environment with surrounding properties. The program provides a 1:1 matching grant for actual design and construction costs up to \$5,000 per property on a pay-for-performance basis. Qualifying projects will require design approval by the EDA and will be applied for by commercial property owners and/or business tenants (with property owner approval). Approvable projects include exterior building and landscape improvements visible from a public right-of-way.

Eligibility

Property must be within the Downtown Foley Corridor (map attached).

All work must be done on the property/building exterior and result in a publicly visible improvement, as determined by the EDA. Interior work is not eligible.

All work must be done in accordance with City of Foley ordinances and building codes. All required permits must be obtained. Work must include the correction of any known exterior building code violations.

Work already in progress or performed prior to project approval will not be eligible for funding.

Funds may be used for design of exterior building improvements, awnings, windows, doors (including front/back door accessibility) and/or site landscaping resulting in a publicly visible improvement and for actual construction costs related to an approved improvement. Other uses may also be eligible if prior approval is granted by the City of Foley Economic Development Authority. Signs are eligible for funding.

Ineligible properties include Tax delinquent, Special Assessment delinquent, property in litigation, property in condemnation or receivership, exclusively residential buildings, industrial zoned properties, new construction projects on previously undeveloped sites, and properties not in compliance with city, state, or federal regulations

Project Approval Guidelines

City staff will first review all applications for completeness and project feasibility. The City of Foley Economic Development Authority (EDA) is responsible for program oversight and grant approval. Grants will be approved based on the guidelines below:

1. Only fully completed applications will be reviewed.
2. Owners of multiple properties must submit separate applications for each project.
3. Business owners under a lease submitting applications must include written consent of

the property owner.

Preference will be given to projects which:

1. Positively contribute to downtown revitalization efforts.
2. Result that will result in visible improvement that would not otherwise be made.
3. Demonstrate a ratio of private to public investment greater than 1:1
4. Projects must be completed in a timely manner from the date of approval.
 - a. Project must be completed within 18 months.
 - b. Extensions of six months are granted on a case-by-case basis.
 - c. As indicated by the pay- for-performance model, funds will be distributed after the project's completion and reimbursement is requested by applicant.

Grant Disbursement

Awarded funds will be dispersed to the applicant upon submittal of the Downtown Facade Improvement Program Grant Agreement, submittal of receipts and/or invoices for supplies purchased and inspection which certifies the work completed is in accordance with the City of Foley Economic Development Authority approval, and other city ordinances, along with other applicable information that may be requested.

Property Owner Requirements

Upon the approval of submitted application, the Applicant enters a partnership which includes city staff and the City of Foley Economic Development Authority. City Staff will review plans depending on the scope of the project: Those required to review the plans and/or grant application will review design drawings, proposed work specifications, and the architectural materials.

Items required as a part of completing potential projects include:

1. Property owners' attendance at various meetings, reviews, etc. with representatives of either the City or EDA to expedite various stages of the project.
2. The applicant agrees with the city that, pursuant to the terms of the grant agreement, they will continue operations in the City for at least five years after the project is completed.

All work completed shall be the sole responsibility of the property owner. The City of Foley EDA administers the grant program herein and the City/EDA is not responsible for any work undertaken as a result of the grant. The owner hereby holds the City and EDA harmless for any and all liability commencing out of any work constructed and paid for the facade improvement grant herein. Further, this shall not be considered a waiver of liability limitations provided in Minnesota Statute § 466.

Procedural Guidelines:

The EDA is a governmental entity and as such must provide public access to the public data it receives. Data deemed by Applicant to be nonpublic data under State law should be so designated or marked by Applicant. See Minn. Stat. Sections 13.59, Subd. 1, respectively.

1. The applicant shall meet with city staff to obtain information about the grant program, discuss the project, and obtain application forms.
2. The applicant shall complete an application, drawings/renderings if applicable and supporting information and submit it to the city.
3. The applicant must provide evidence of their ability to meet the 50% match.
4. The city staff will review the application to determine if it conforms to all city policies and

ordinances and to consider the following:

- a. The availability of program dollars to fund the request.
- b. Whether the proposed project will result in conformance with building and zoning codes.
- c. Whether it is desirous and in the best interests of the public to provide funding for the project.

The EDA will evaluate the project application in terms of the following:

1. Project Design - Evaluation of project design will include review of proposed activities, timelines, and a capacity to implement the project.
2. Financial Feasibility - Availability of funds, private involvement, financial packaging, and cost effectiveness.
3. Appropriate ratio of private funds to grant funds.
4. Letter of Commitment from applicant pledging to complete the project during proposed project duration if the grant application is approved.
5. A recommendation from the Economic Development Authority will be forwarded to the City Council for approval, denial or request a resubmission.

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

ORDINANCE NUMBER 483

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 of Ordinances 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 this 6th day of August, 2024.

Jack M. Brosh, Mayor

ATTEST:

Sarah A. Brunn, Administrator

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.

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

ORDINANCE NUMBER 484

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 this 6th day of August, 2024.

Jack M. Brosh, Mayor

ATTEST:

Sarah A. Brunn, Administrator

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:

Class	Amount per month
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 NUMBER 485

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: August 6, 2024.

Jack Brosh, Mayor

Attest:

Sarah A. Brunn, City Administrator

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NUMBER 486

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: August 6, 2024.

Jack Brosh, Mayor

Attest:

Sarah A. Brunn, City Administrator



Foley Police Department Calls for Service - 2024

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	10	31	22	33	18	38	35						
Equipment Vio.	56	43	37	46	36	67	58						
Speed	19	22	14	40	31	36	46						
DWI/DUI	2	0	1	1	3	3	1						
DAR/S/C	3	6	8	2	1	4	6						
# Citations Issued	*7	*8	*12	*5	*2	*10	*14						
Accidents	0	2	3	2	4	5	1						
Hit and Run	1	3	0	1	0	1	0						
Gas Drive Offs	4	1	4	1	4	3	1						
Thefts	7	5	6	5	5	6	2						
Child	12	14	6	11	14	11	3						
Controlled Substance	0	1	0	0	0	0	0						
Suspicious Activity	36	41	39	47	51	40	38						
Burglaries/Robbery	1	0	1	0	0	0	0						
Medicals/Welfare	26	32	24	26	18	29	23						
Assaults/Domestics	7	8	10	4	6	7	6						
Harassment	7	6	11	3	15	6	4						
CDP/Vandalism	1	0	1	0	6	0	0						
Animal Complaints	10	12	20	18	16	17	12						
City Ordinance	3	1	3	16	3	49	20						
Parking Tickets	14	22	32	4	1	2	2						
Disturbing the Peace	11	19	5	7	3	7	13						
Gun Permits	5	6	2	2	0	0	5						
Warrant Arrests	0	1	5	4	2	0	1						
Civil	6	1	3	6	8	5	2						
Lockout	4	0	2	1	2	1	4						
Assist other Agencies	26	21	23	18	29	12	22						
Special Events	1	3	6	11	9	5	1						
Misc.	92	77	108	73	127	72	89						
TZD Hours	0 Hours	5 HRS	0 Hours	17.5 HRS	7.75 HRS	4 Hrs	5 Hours						
Total:	364	378	396	382	412	426	395						

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

From: [Mark Pappenfus](#)
To: [Sarah Brunn](#)
Subject: 2024 Crack Filling & Chip Sealing Proposals
Date: Thursday, August 1, 2024 11:44:50 AM
Attachments: [Seal Coat 24 Allied - Foley Chip Seal and Crack Seal Proposal.pdf](#)
[Seal Coat 24 Bertram - Foley \(city of\) Crack seal proposal.pdf](#)
[Seal Coat 24 Bertram - Foley \(city of\) Chip seal proposal.pdf](#)
[Seal Coating 2024 1.pdf](#)
[Seal Coating 2024 2.pdf](#)
[Seal Coating 2024 3.pdf](#)

Sarah,

Attached are 2 quotes for our 2024 Crack Filling & Chip Sealing of City Streets – 3 maps are attached of various roads. As the last one just came in this morning, I will need to further review, but I believe I will be recommending awarding to Allied Blacktop Co. \$88,885.00. We actually had a little more than this amount in the 2023 CIP for this maintenance that we were not able to get done that we can use the funds for this.

Any questions, have Council get ahold of me prior to Council Mtg.

Thanks, Mark

Mark Pappenfus
City of Foley Public Works Director



10503 - 89th Avenue North
 Maple Grove, MN 55369
 www.alliedblacktopmn.com

Matt Dolecki
 Phone: 763-425-0575
 Cell: 612-834-0168
 Email: m.dolecki@alliedblacktopmn.com

Proposal

Date: July 17, 2024

Company Name: City of Foley
 Billing Address: 251 4th Ave N
 Foley, MN 56329
 Contact Person: Mark Pappenfus
 Phone: 320-290-9186
 Email: mpappenfus@ci.foley.mn.us

Project Name: 2024 Crack Seal & Seal Coat
 Project Address:

Project Contact Person: Mark Pappenfus
 Phone: 320-290-9186
 Email: mpappenfus@ci.foley.mn.us

We hereby submit specifications and quotations for the following:

Description of Work to be Performed	Unit	Qty.	Unit Price	Price	INT
Crack Sealing: Mastic- Pine Street Clean and seal longitudinal crack with mastic material. Alligator cracking, hairline cracking, block cracking, or cracks wider than 1" are not included unless otherwise specified. Previously filled cracks will not be routed. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. Paper cover will be used at the discretion of the contractor. NOTE: Quote Assumes mastic to be completed in 1 mobilization with crack sealing. Additional mobilizations may apply.	L.F.	1500	\$9,695.00	\$9,695.00	_____
Crack Sealing: Rout and seal longitudinal and transverse working cracks that are 1/4" wide or wider. Alligator cracking, hairline cracking, block cracking, or cracks wider than 1" are not included unless otherwise specified. Previously filled cracks will not be routed. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. Paper cover will be used at the discretion of the contractor. NOTE: Quote Assumes 1 mobilization NOTE: Wide longitudinal crack on Pine St can not be filled by normal crack sealing and is not included in pricing. See mastic pricing above	L.F.	22000	\$20,895.00	\$20,895.00	_____
Chip Seal: CRS-2/ 1/4" Granite Sweep asphalt. Apply liquid asphalt at a rate of .26 gallons per square yard. Apply cover aggregate at 18 lbs. per square yard. Roll cover aggregate. Pick up sweep excess aggregate 4 to 8 weeks after chip seal application. Add \$0.15/S.Y. to substitute Polymerized CRS-2 for quicker pick up sweeps (1 to 3 weeks). Add \$0.10/S.Y. to substitute 1/8" Traprock cover aggregate. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. NOTE: Chip sealing behind parking bumpers, under steps, or any areas not accessible by chip seal roller are excluded from the project. NOTE: Quote Assumes 1 mobilization NOTE: Second sweep available at \$0.15/SY, Minimum \$850.00 NOTE: Consider a cape seal or fog seal to reduce aggregate loss and tracking.	S.Y.	27775	\$58,295.00	\$58,295.00	_____

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage pipes, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

Note: See Allied Blacktop Warranty Terms, Qualifications, and Construction Specifications.
Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

TOTAL ALL:	See Above
ADD 1% Bonding if Necessary	

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.
 Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control.
 Allied Inc. to carry proper insurance including Workers Compensation.

Authorized Signature: _____
Matt Dolecki
 Matt Dolecki

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Bertram Asphalt Company
P.O. Box 162
Paynesville, MN 56362

Cell: 320-292-1311
Email: bertramasphalt@gmail.com

Proposal

Company Name: Foley (city of) Date: July 31st, 2024
Billing Address: P.O. Box 709
Foley, MN
Contact Person: Mark Pappenfus
Cell: 320-290-9186 Email: mpappenfus@ci.foley.mn.us
Public works: 320-968-4082

We hereby submit specifications and quotations for the following:

Description of work to be performed	Unit	Qty.	Price
Chip Sealing (CRS-2 Oil and 1/4" Granite):	S.Y.	<u>28,500 S.Y.</u>	<u>\$2.44</u>

Sweep asphalt. Apply CRS-2 liquid asphalt at a rate of .26 gallons per square yard.
Apply cover aggregate at 18 lbs. per square yard. Roll cover aggregate.
Pick up sweep excess aggregate 4 to 8 weeks after chip seal application.
"No parking" designation by the city of Greenwald. The city of Greenwald is responsible for removing cars and obstructions before we arrive on site.
Note: Irrigation must be off 24 hours and obstructions moved prior to construction.
Note: Additional Mobilization charges may apply if stopped for irrigation, vehicles, or obstructions.
Note: Chip sealing behind parking bumpers, under steps, or any areas not accessible by chip seal roller are excluded from the project.
Note: Quote assumes one mobilization.

Note: One mobilization included to complete project.

Note: If an extra mobilization is needed there will be an additional charge.

Note: Project will be billed as soon as the chip seal is put down.

Note: If the square yardage is more than the listed amount then we will charge at the per S.Y. rate for the extra square yards.

Note: Vegetation and Weeds on the asphalt surface should be sprayed and removed by others 2 weeks prior to sealing.

Note: It is not Bertram Asphalt's responsibility to remove any vegetation.

Striping: (Not Included)

Note: Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 for diesel fuel.

Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery.

Escalation Clause: This contract has been based on material costs at current market rates. Due to uncertain market conditions that are beyond our control and in the event of future material price increases the responsible party agrees to pay for the escalations of material without a change order. This paragraph applies only to materials.

Exclusions: Bonds, permits, fees, surveying, staking, engineering, testing, soil corrections, sub grade corrections, shouldering or turf restoration, Irrigation systems, damage to irrigation systems, location or relocation of underground lines, cables, or utilities, rock excavation, dewatering, traffic control, utility or structural sheeting, repair, or adjustments, underpinning, buried debris, drain tile, footing insulation or waterproofing, separation fabrics, geotextile fabric removal, disposal, or installation, vapor barriers, drainage layers, class V base materials other than listed above, hazardous materials, removal of contaminated soils, haul road or crane road construction, erosion control other than listed above, gas, mechanical, electrical, or electrical excavation, lighting, curb, concrete, site fence, evening, night or weekend work, winter conditions.

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

Total: \$69,540.00

Note: See Bertram Asphalt Company Warranty Terms, Qualifications, and Construction Specifications.

By signing this contract, you are agreeing to the Bertram Asphalt Company Warranty Terms, Qualifications, and Construction Specifications. Payment terms are net 10 days. Unpaid balances will accrue a late fee of 10% per month until paid in full and shall be charged on any balance 30 days past due. Note: this proposal may be withdrawn if not accepted within 10 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. The owner/ general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control. Contractor to carry proper insurance including Workers Compensation.

Authorized Signature: _____

Bill Bertram

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Please take note: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law you have the right to pay persons who supplied labor and materials for the improvement directly and deduct the amount from the contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Bertram Asphalt Company
P.O. Box 162
Paynesville, MN 56362

Cell: 320-292-1311
Email: bertramasphalt@gmail.com

Proposal

Company Name: Foley (city of) Date: July 31st, 2024
Billing Address: P.O. Box 709
Foley, MN
Contact Person: Mark Pappenfus
Cell: 320-290-9186 Email: mpappenfus@ci.foley.mn.us
Public works: 320-968-4082

We hereby submit specifications and quotations for the following:

<u>Description of work to be performed</u>	<u>Unit</u>	<u>Qty.</u>	<u>Price</u>
Crack Sealing:	L.F.	24,525	\$26,650.00

Route singular cracks that are 1/4" – 1" wide and not in alligatored areas.

Blow cracks clean with high volume compressed air.

Cracks will be filled and an overband put on all in one fill with a Double Wall Jacketed Oil Injector Melter.

Failed cracks that have been previously sealed will be blown clean with high volume air and resealed.

Cracks that are on previously chip sealed roads will be blown clean with high volume air and resealed.

Previously sealed cracks and cracks on previously chip sealed roads will Not be routed.

We seal the cracks with a rubberized crack sealer that meets MN Dot Specs.

Product will be applied to manufacturers specifications.

Single ply paper barrier or detach will be put on as a bond breaker on hot material when necessary.

Alligator cracking, hairline cracking, block cracking, cracks shorter than 4', or cracks wider than 1" are not included unless otherwise specified.

Note: Irrigation must be off 24 hours and obstructions moved prior to construction.

Note: Additional Mobilization charges may apply if stopped for irrigation, vehicles, or obstructions.

Note: One mobilization included to complete project.

Note: If an extra mobilization is needed there will be an additional charge.

Note: If the lineal footage is more than the listed amount then we will charge at the per L.F. rate for the extra lineal feet.

Note: Vegetation and Weeds on the asphalt surface should be sprayed and removed by others 2 weeks prior to sealing.

Note: It is not Bertram Asphalt's responsibility to remove any vegetation.

Striping: (Not Included)

Note: Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 for diesel fuel.

Escalation Clause: This contract has been based on material costs at current market rates. Due to uncertain market conditions that are beyond our control and in the event of future material price increases the responsible party agrees to pay for the escalations of material without a change order. This paragraph applies only to materials.

Exclusions: Bonds, permits, fees, surveying, staking, engineering, testing, soil corrections, sub grade corrections, shouldering or turf restoration, Irrigation systems, damage to irrigation systems, location or relocation of underground lines, cables, or utilities, rock excavation, dewatering, traffic control, utility or structural sheeting, repair, or adjustments, underpinning, buried debris, drain tile, footing insulation or waterproofing, separation fabrics, geotextile fabric removal, disposal, or installation, vapor barriers, drainage layers, class V base materials other than listed above, hazardous materials, removal of contaminated soils, haul road or crane road construction, erosion control other than listed above, gas, mechanical, electrical, or electrical excavation, lighting, curb, concrete, site fence, evening, night or weekend work, winter conditions.

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

Total: \$26,650.00

Note: See Bertram Asphalt Company Warranty Terms, Qualifications, and Construction Specifications.

By signing this contract, you are agreeing to the Bertram Asphalt Company Warranty Terms, Qualifications, and Construction Specifications.

Payment terms are net 10 days. Unpaid balances will accrue a late fee of 10% per month until paid in full and shall be charged on any balance 30 days past due. Note: this proposal may be withdrawn if not accepted within 10 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. The owner/ general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control. Contractor to carry proper insurance including Workers Compensation.

Authorized Signature: _____

Bill Bertram

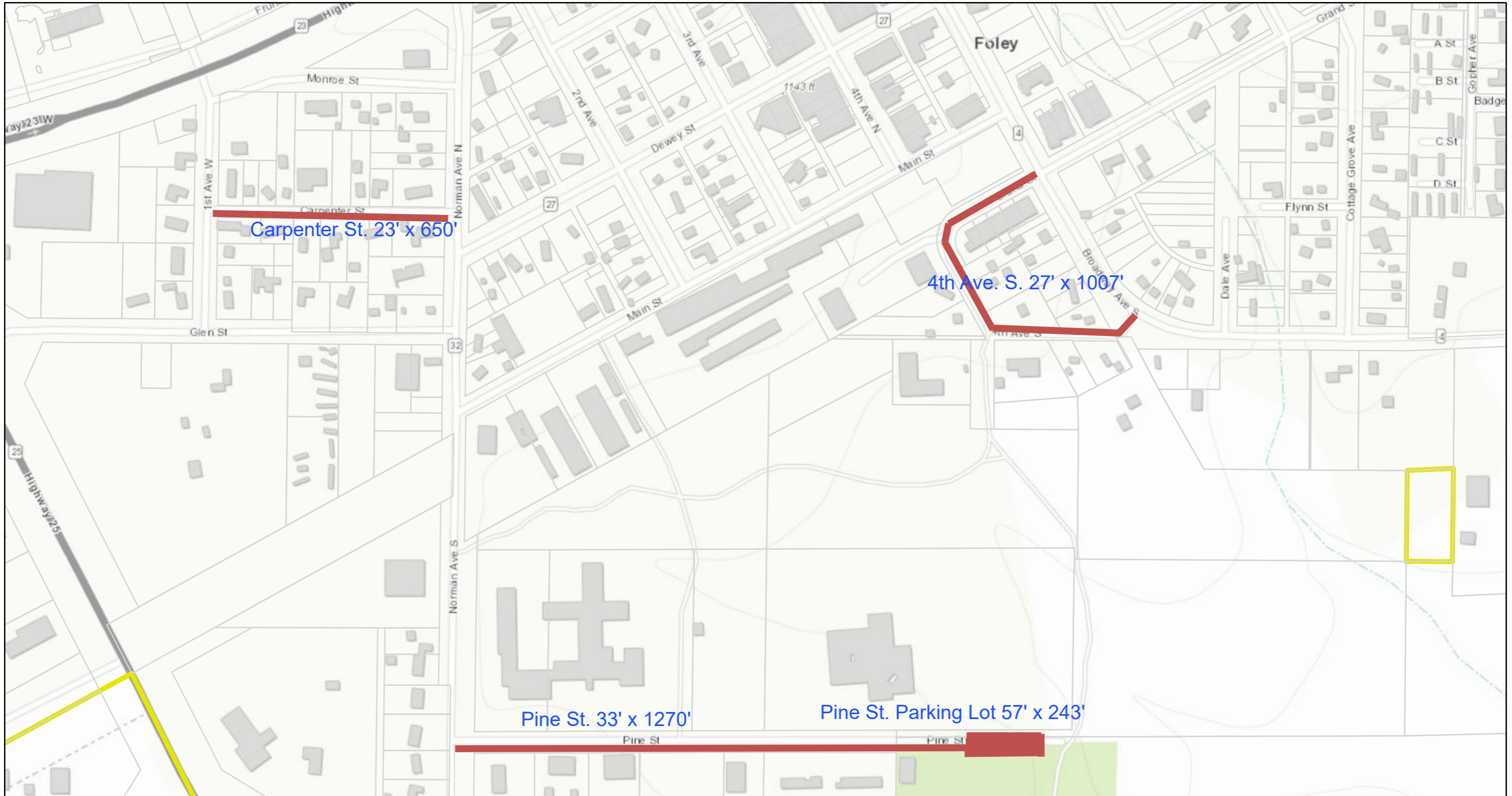
Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____


Signature: _____

Please take note: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law you have the right to pay persons who supplied labor and materials for the improvement directly and deduct the amount from the contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

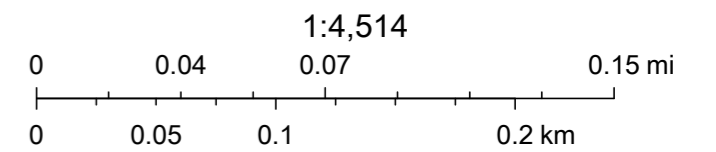
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7/17/2023, 9:27:07 AM

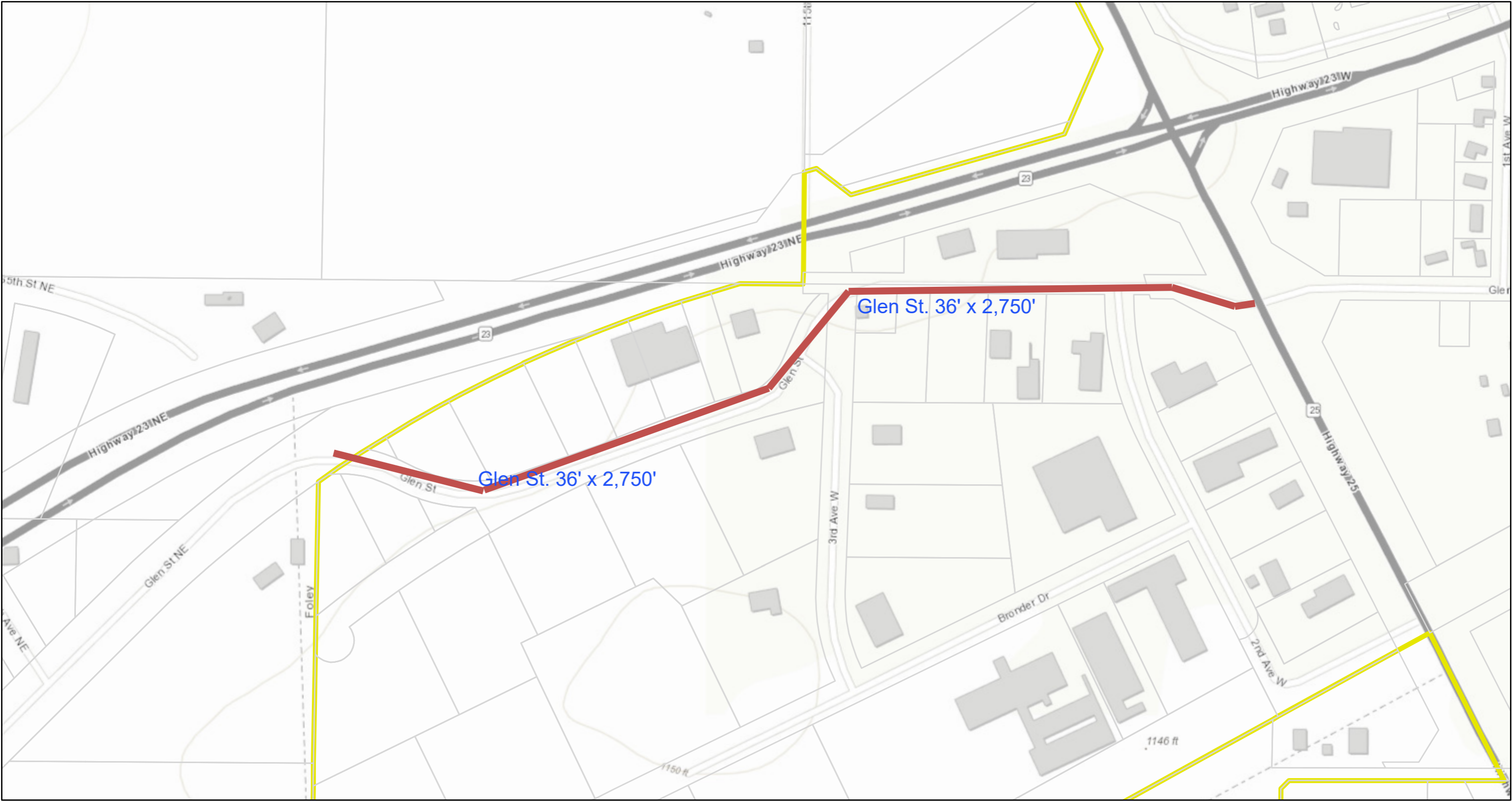
 Benton_Co_Data - Benton Parcels

 Municipal Boundary





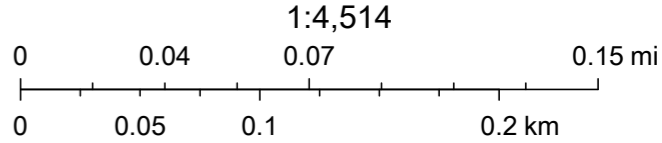
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ArcGIS Web Map



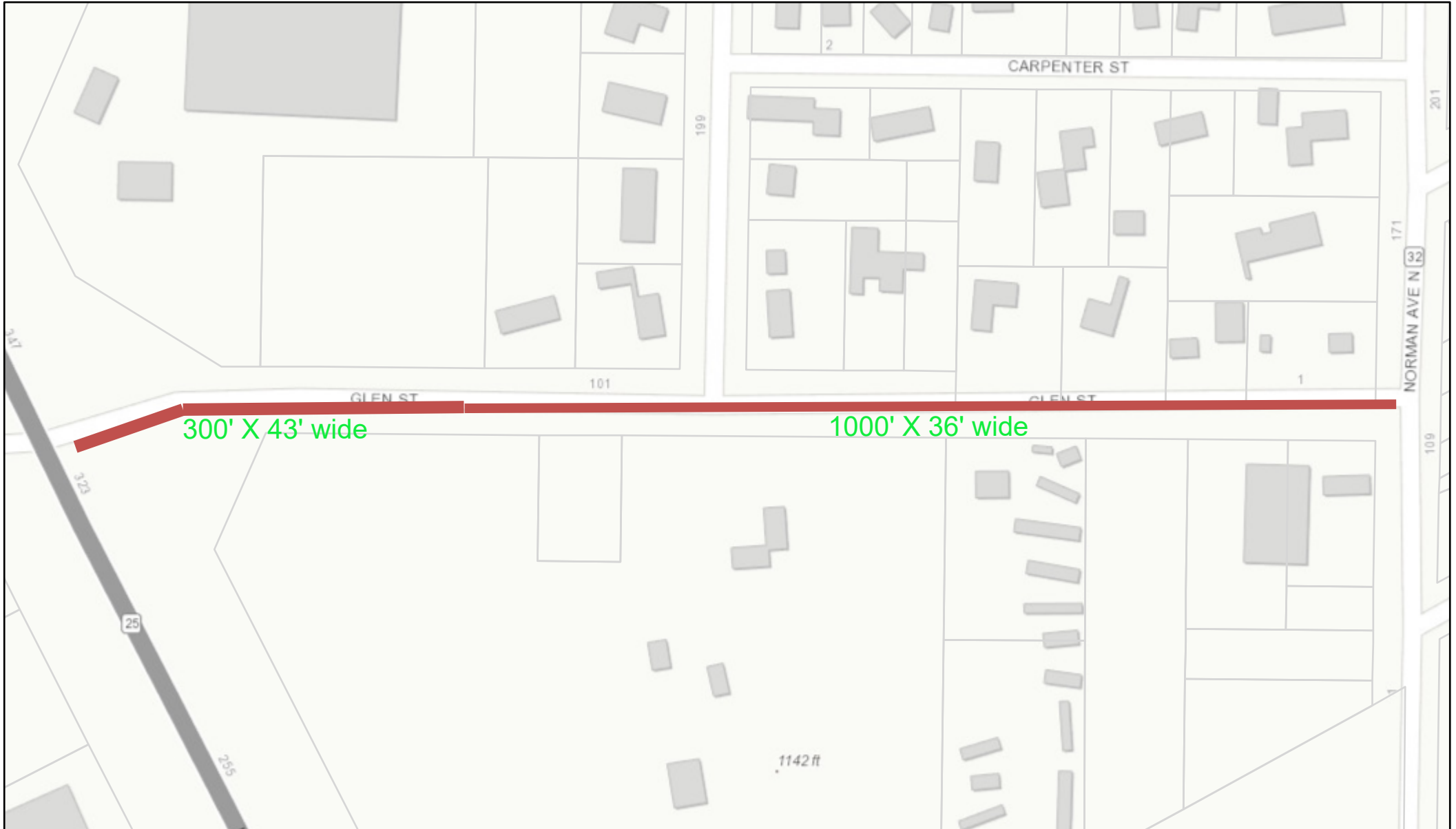
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-  Benton_Co_Data - Benton Parcels
-  Municipal Boundary





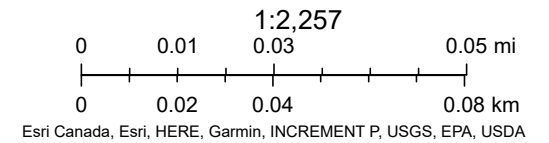
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ArcGIS Web Map



7/9/2024, 8:26:00 AM

-  Benton_Co_Data - Benton Parcels
-  Municipal Boundary



From: [Mark Pappenfus](#)
To: [Sarah Brunn](#)
Subject: FD Twp. Fire Contracts
Date: Sunday, July 28, 2024 6:44:04 PM

Sarah,

I believe this is the last year of our 3-year FD contracts with our contract Townships. We should have some discussions on this about what we want to propose and then maybe feel the Council out to see what would work to set up a Meeting between the City Council & Twps. I don't foresee us asking for a valuation rate increase since the assessed values have gone up so much in the past few years. I'll chat with Monica on this also.

Seems like the 3rd Tuesday of the month is pretty open for our Twps. So maybe October, or possibly September if needed – not any later than Oct. in case we have any questions they want us to look at.

Thanks, Mark

Mark Pappenfus
Foley Fire Chief
320-250-6415

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 08-06-24 –COUNCIL MEETING
DATE: AUGUST 2, 2024

Consent Agenda

The Legion has requested closure of 4th Avenue N for this year's car show on September 22nd. They also would like to use the city parking lot.

I have provided a simple contract for the welcome signs construction that I will ask the council to approve. We also will be providing a down payment for the initial supplies being ordered. Due to the custom nature of this project and vendors requiring payment up front, we may receive some invoices in between the council meetings that will need to be paid sooner than we can get council approval on. If that's the case staff will pay those if needed and get them on the next bills list for approval.

Wastewater Regionalization Project

A project update and pay application will be provided at the council meeting. Mr. Voge will also provide a project update.

EDA Report – Downtown Façade Grant Program

The EDA meets just prior to the council meeting to make a recommendation on the approval of additional funds for the downtown façade program.

Franchise Agreements & Ordinance

Following a public hearing, staff is requesting approval of the franchise fee agreements and ordinances. The fees will go in effect in 2025.

Chip Sealing/Crack Filling

Public Works has provided quotes in your packet for this maintenance project.

Township Fire Contract

We need to find a date to hold a joint meeting with township officials regarding the fire contracts which are up at the end of the year. Chief Mark Pappenfus will have some suggestions – please bring your calendars.

Rental Prosecution

Staff is requesting to continue with prosecution on property owners who are not in compliance with the rental licensing code. At this time, we have 2 properties in this situation.

Water/Sewer Late Fees

Staff is requesting one additional month of waiving late fees due to some issues with people paying on the web store. We had some issues with the account numbers transferring over. You may have seen communications on our social media pages as well. Staff can provide you more detail on this at the meeting and why we are recommending this.

Council Workshop

Following the regular meeting staff would like to have a discussion on housing. We are currently working through a number of housing projects and particularly need some direction on next steps for the southside housing development project. We have received the wetland delineation approval so are ready to move to the next step following council discussion.

2025 Budget

Staff will be providing the draft budget at the council meeting on Tuesday. Department heads met this morning and are still making some additional changes. The budget meeting is scheduled for August 20th.

Upcoming Reminders:

August 12, 2024 – Planning Commission – 6:30pm

August 13, 2024 – Primary Election

August 20, 2024 – Budget Workshop Meeting – 5:30pm

September 3, 2024 – Council Meeting- Preliminary Levy

September/October 2024 – Joint City/Township Meeting – Fire Contracts - TBD