



**City Council – Meeting Agenda
November 12, 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 October 1, 2024.
 - Approve minutes of October 29, 2024 (Fire Contract Meeting).
 - Approve Resolution #2024-21 Accepting Donation.
 - Approve Resolution #2024-24 Approving Gambling Premises Permit.
 - Approve Joint Powers Agreement for Shared Computer Aided Dispatch (CAD) and Records Management System (RMS)
 - Approve County Road 43 Agreement (Part of 2025 Street Improvements).
 - Approve 2025-2027 Fire Contract Language.
 - Approve 2025 MN City Participation Program Agreement for Housing.
 - Approve payment of bills.
5. Canvass 2024 Election Results
 - Adopt Resolution #2024-22 Canvassing Election Results.
6. Update on wastewater regionalization project.
 - Project update- Jacob Humburg
 - Consider and approve Pay Application #23.
7. Public Hearing – I/I Assessments
 - Adopt Resolution #2024-25 Assessing Unpaid Charges (Weeds)
 - Adopt Resolution #2024-26 Assessing Unpaid I/I Surcharges
8. Public Hearing – ODAM Medical Rezoning & Variance Request – 700 Penn Street.
 - Consider Resolution #2024-23 Recommending Approval of Rezoning, Variance & Site Plan.
9. Foley Fire Relief – Bryan Moshier
 - Request increase in annual retirement benefit level from \$4500 to \$5500 per year.
10. Mayor’s Comments & Open Forum



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11. Department Reports:

- Police Department –Katie McMillin
- City Attorney – Ashley Bukowski
 - Update/Discussion on proposed cannabis ordinance (draft provided).
- City Engineer – Jarod Griffith
 - Update on 2025 Improvements - 3rd Avenue Bridge & Funding Status
- Public Works/Fire – Mark Pappenfus
 - Consider/Approve Purchase of Fire Utility Truck.
- Administration – Sarah Brunn
 - Update on city employee health insurance.
 - Review/Discussion on proposals for water/sewer rate study.
 - Update on RFP for Southside Housing Development- Workshop scheduled for November 13, 2024 @ 6pm.
 - Update on police union contract (tentative settlement).
 - Final budget hearing (TNT) and Fee Schedule Adoption – December 3, 2024 @ 6pm.

11. Old Business

12. New Business

13. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – October 1, 2024

The Foley City Council held their regular meeting on Oct. 1, 2024, at 5:30 p.m. at Foley City Hall.

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

Members Absent: None

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

The pledge of allegiance was recited.

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

Motion carried, unanimous.

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

- Approve minutes of September 3, 2024.
- Approve minutes of September 13, 2024.
- Approve update to Police Pursuit Policy.
- Approve Amendment No. 1 to ARPA Agreement with Benton County.
- Approve payment of bills.

Motion carried, unanimous

Wastewater Regionalization Project Update

Jared Voge, Bolton & Menk, gave an overview to the council and recommended Pay Estimate #22 of \$6,032.50 for approval. The estimate includes work completed through Sept. 20. The project is now at 95% completion. The pumps will be turned on to test the system Oct. 21 – 22. Discussion and questions followed. Voge anticipated project completion shortly after testing. Contractors are waiting on a few additional parts from the City of St. Cloud.

Motion by Mathiowetz, seconded by Gondeck, to approve Pay Estimate #22 for approval.

Motion carried, unanimous.

Foley Fire Relief Annual Report – Brian Moshier

Brian Moshier, Treasurer of the Fire Relief Fund, gave an overview to the council. Fund currently has a large surplus. He shared with the council that the membership hasn't taken any raises for the last few years. A Relief meeting is scheduled for tomorrow night to discuss possible increases. This would not affect the city's budget – only retirement payments from the fund. Moshier said he would be back in a month or two with more information.

Motion by Gondeck, seconded by Mathiowetz, to accept the Fire Relief's Annual Report.

Motion carried, unanimous.

Consider Ordinance #487 – Sewer Charges (from July council action)

Sarah Brunn, City Administrator, gave an overview of the amendment to the council. The language amends the ordinance based on the council's action in July to formalize the change. The ordinance will now read that the monthly sewer charge during the summer months of May, June, July, and August, would be calculated using the lower amount used (the winter lock or the actual monthly usage). The amendment will help offset unexpected overages.

Motion by Voit, seconded by Gondeck, to approve Ordinance #487, amending section 610 regulating sewer rates and charges.

Motion carried, unanimous.

Mayor's Open Forum

No one spoke.

Department Reports

Police Department

Chief McMillin gave an overview to the council. Officers responded to 364 calls in September. This is down slightly from September 2023 of 379 calls. With school in session, there has been an increase in child calls. Medical and domestic calls (the most dangerous types of calls for officers) are also up. There were 14 animal calls in September. The department is currently investigating two dangerous dog bite cases. These dogs have bit in the past. Pet owners are reminded to keep their dogs on a leash or confined to their own property. Dog owners are also reminded to register their dogs with the city. There are still a lot of dogs that are not registered with the city.

McMillin also shared that Halloween safety presentations for kindergarteners is scheduled for the end of the month. Walk to School Day is Oct. 9. Questions and discussion followed.

Brunn added that staff and the Personnel Committee met to discuss the potential union contract.

City Attorney

Ashley Bukowski gave an overview to the council on two agreements she wanted to discuss with the council. She also presented the findings on the study staff completed on the cannabis zoning and licensing. Staff has been in discussion with Benton County regarding the possibility of the county completing the registration process for cannabis businesses. The registration process is required by state law, but the city can delegate the authority to the county to handle it. The county would also take care of compliance checks. Staff is in discussion with the county on a potential joint power's agreement. The county has asked as part of that agreement that the city adopt the county's ordinance on cannabis zoning. A draft of the county's ordinance has not yet been given to staff for review. The county is asking the city if we would like to see a cap on the

number of registrations issued within the city. State statute would allow Foley to cap registrations at (1) based on the city's current population. Discussion followed.

The council was split on whether or not to cap registrations and asked Bukowski to bring more information once a draft of the county's ordinance is available. Bukowski recommended the council adopt some kind of ordinance around cannabis registration before the end of the year. Discussion and questions followed.

Bukowski gave an overview of the County Road 43 joint agreement with Benton County. She confirmed that the city would not be responsible for the maintenance of the road. Staff is working on a final version of that agreement. She hopes to present the agreement to the council next month. Questions and discussion followed.

City Engineer

Jared Griffith presented an overview to the council on two agreements for consideration and approval: Additional Design Work for the 2025 Improvements (13th Avenue) and 2025 Lead Water Services – Design and Bidding.

Staff will be meeting next week for plan review for the 2025 project. Additional Design Services for 13th Avenue were discussed at the last council meeting, including overlay of the street, curb replacement, and drain tile. The agreement is for \$14,000.

Motion by Voit, seconded by Gondeck, to approve the additional design improvements for 13th Avenue.

Motion carried, unanimous.

The agreement for the 2025 Lead Water Services replacement. There are up to 79 lead services in the 2025 construction area. The agreement covers the design of replacing these services from the curb to the meter in the home. Letters will need to be sent to residents who have these services and then coordinate individual meetings, so staff has all the information for a competitive bidding process. The intent is to have this ready to bid at the same time staff asks for bids for the 2025 street project. Design services are reimbursable through grant dollars.

Motion by Voit, seconded by Gondeck, to approve 2025 Lead Water Services Design and Bidding.

Discussion and questions followed.

Motion carried, unanimous.

Public Works and Fire Department

Mark Pappenfus, Director of Public Works, presented two quotes for the purchase of a new 2025 Chevrolet ¾ ton 4x4 pickup truck for Public Works that is included in the 2024 CIP for replacement. He recommended to the council to purchase the vehicle from Murphy Chevrolet for \$45,900. The vehicle will replace the 2006 Chevy ½ ton which will be auctioned off through MN

Bid along with the snowplow that came with the truck when purchased. Discussion and questions followed.

Motion by Swanson, seconded by Voit, to approve purchase of the Chevrolet $\frac{3}{4}$ ton pickup for Public Works.

Motion carried, unanimous.

Pappenfus gave an update on the pedestrian crossing. The ship date for the new signal is mid-October. Brunn confirmed that the city will need to pay the 20% deductible for the repair and the insurance companies will sort out the rest. Questions and discussion for Public Works followed.

Pappenfus also asked to push back the township fire contract meeting originally scheduled for Oct. 15 to Oct. 29 at 7 p.m. at the Firehall. Rate would stay the same for the next three years. A quorum is needed for the meeting. Council agreed to Oct. 29 meeting. Discussion and questions followed. The Fire Department's Open House is scheduled for Oct. 5 and invited the council to stop by.

Administration

Sarah Brunn gave an overview to the council. Water shutoffs for delinquency is scheduled for Oct. 23. Staff is also working on getting quotes for a rate study. Walk to School Day is Oct. 9. Brunn mentioned she could use another council volunteers at the Fire Hall and the church. Touching Tables with CARE is Oct. 10. Curbside Cleanup is Oct. 19. She also reminded council that City Hall will close for a few hours tomorrow to attend services in support of a colleague.

Brunn also gave an update on the additional work for the welcome signs. The footings for the sign on the east side need to be moved back as requested by MNDot. Discussion and questions followed.

Motion by Voit, seconded by Swanson, to approve the additional work needed for the east side welcome sign.

Motion carried, unanimous.

Old Business

None.

New Business

Swanson expressed concerns regarding comments made in an article in the Benton County News from a few weeks ago regarding purchase of the squad car. He asked that an apology be made. Discussion and questions followed. Council disagreed on action. Bukowski recommended referring the matter back to staff.

Gondeck shared he received an email from Representative Isaac Shultz that grant applications for open for wastewater.

Swanson shared he thought the improvements made to downtown buildings are looking very good. Brunn added that the business owners who've taken advantage of the Façade Improvement grant are very appreciative. Discussion and questions followed regarding additional grant opportunities.

Mayor's Open Forum – 2nd

Brosh shared that he would be attending event to support families of the National Guard on Saturday.

Motion by Gondeck, seconded by Mathiowetz, to adjourn.

Motion carried, unanimous.

Meeting adjourned 6:30 p.m.

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

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – October 29, 2024
FIRE CONTRACT RENEWAL DISCUSSION

The Foley City Council held a special fire contract meeting on Oct. 29, 2024, at 7:00 p.m. at the Foley Fire Hall.

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

Members Absent: None

Mayor Brosh called the meeting to order at 7:00p.m.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

Discussion on 2025-2027 Fire Contract Renewals

City staff overviewed the contract renewal process. Fire Chief Mark Pappenfus made a short presentation on the call history, community events, and other items related to the fire department. There was also discussion on a few new items related to the per hour rate. The contract rate is presented to stay flat but actual dollar amounts will fluctuate with valuations. No other changes were proposed. There was discussion with township officials from Maywood Township. Council and township representatives were ok with moving forward with the language.

Other Business

Brunn requested two representatives from the council to reviews housing RFP's. Voit and Gondeck both expressed interested.

Motion by Gondeck, seconded by Voit, to adjourn.

Motion carried, unanimous.

Sarah A. Brunn, Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024-21

A RESOLUTION ACCEPTING DONATIONS FOR THE FIRE DEPARTMENT

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

WHEREAS, Harren Homes and the Sons of American Legion Post 298 have donated funds for the fire department; and

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

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

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to Harren Homes and the Sons of American Legion Post 298 for their generous donations.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 12th day of November 2024.

Jack Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024-24

A RESOLUTION APPROVING THE MINNESOTA LAWFUL GAMBLING
LG214 PREMISES PERMIT APPLICATION OF
MILACA FIREFIGHTERS RELIEF ASSOCIATION

BE IT RESOLVED that the Minnesota Lawful Gambling LG214 Permit Application of Milaca Firefighters Relief Association to be used at Stone Creek Golf Course, 13050 65th Street NE, in the City of Foley is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Foley this 12th day of November 2024.

Jack Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

JOINT POWERS AGREEMENT

Shared Computer Aided Dispatch (CAD) and Records Management System (RMS)

Purpose

The County of Benton ("County Sheriff"), City of Sauk Rapids ("Sauk Rapids PD") City of Foley ("Foley PD"), and City of Rice ("Rice PD") (referred to individually as "Party" or collectively as "Parties") enter into this Joint Powers Agreement (the "Agreement") for the purpose of establishing a relationship among the Parties as it pertains to the purchase of a shared records management. At the time of the signing of this Agreement, the parties have agreed to pursue a contract with Tyler Technologies for the purchase of a new CAD and RMS system herein after known as the "System." The Parties agree that a second agreement will be entered into by the parties for the actual operation of the shared records management system. That agreement will address any potential fees and data privacy requirements for the system. This Agreement is made pursuant to the authority conferred upon the Parties pursuant to Minn. Stat. 471.59.

The System

The System desired by the Parties is a modern Computer Aided Dispatch (CAD) and Records Management System (RMS). The preferred solution selected by the Parties is the Tyler Technologies Enterprise System as described in the contract between Tyler Technologies and Benton County (Attachment A).

Effective Date

This Agreement shall be effective upon execution by all Parties and will continue indefinitely unless terminated as provided herein.

Costs

The Tyler Technology Enterprise System consists of functions that are distinctly for the benefit of the County Sheriff and functions that are beneficial to all Parties. The itemized costs for functions that are for the benefit of the County Sheriff will be paid solely by the County Sheriff. Itemized costs that benefit all Parties are be paid by all Parties according to the cost sharing formula described below. The County Sheriff agrees to pay the purchase and maintenance fees for the CAD, Civil Process, Mobile Unit module, and Jail Management portion of the System until this agreement is terminated or the County of Benton withdraws from this Agreement. Each Party shall be responsible for paying a share of the purchase and maintenance fees for the RMS and E-citation portions of the System. The Parties agree to share the cost of archiving legacy data from the current LETG system. The County Sheriff will be solely responsible for the first \$25,000.00 of the Travel Expenses. The Parties agree to share the cost of the remaining travel expenses according to the cost sharing model. The Parties agree the County Sheriff will pay to the vendor the total amount due for the purchase price, installation fees, implementation fees, and maintenance fees for the System. The Parties agree the County Sheriff will provide an invoice to the Sauk Rapids PD, Foley PD, and Rice PD for their share of these costs based upon the formula described

below. The Sauk Rapids PD, Foley PD, and Rice PD agree to pay these invoices within 35 days of receipt pursuant to the Minnesota Prompt Payment Act, Minn. Stat. §471.425

Cost sharing formula

The Parties agree the cost sharing formula for the purchase and maintenance of the Tyler Technologies system shall be based upon the portion of the county population over whom their agency has primary law enforcement jurisdiction as calculated using data from the most recently completed decennial US census, excluding from the total the people who live within the Benton County portions of the cities of St. Cloud, Sartell, and Royalton. Each Party shall pay the share of these shared functions that corresponds to their agency's percentage of the Benton County population as described above.

2020 US Census data:

Total Benton County population (excluding populations of St. Cloud, Sartell, and Royalton): 32,658

Foley population and percentage: 2,711 people 8%

Rice population and percentage: 1,975 people 6%

Sauk Rapids population and percentage: 13,862 42%

Benton County townships population and percentage: 14,110 44%

Liability and Indemnification

Each party will maintain insurance coverages, including cyber liability coverage, consistent with tort liability limits and Minnesota law.

The Parties agree that each is independently responsible for complying with statutes, rules, and/or regulations governing or affecting the collection, storage, use, sharing, disclosure, and dissemination of protected information in accordance with this Agreement. No party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of any other party or its employees or agents.

Each Party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other Parties, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

The Parties do not intend to waive any immunities, defenses or limitations on liability available to the Parties at law or in equity and the Parties expressly agree that the terms of this Agreement shall not be

construed to effect any such waiver, nor shall the joinder of the Parties constitute a “stacking” of any insurance each Party carries for their own benefit and/or that of its agents and employees.

It is understood and agreed that nothing in this Agreement shall affect or otherwise constitute a waiver of the limits on the liability of any Party provided by Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

Records Auditing and Retention

The Parties’ records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other Parties and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. The Parties agree to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Data Practices and Confidentiality:

Pursuant to Minn. Stat. Ch. 13, the Parties agree to maintain and protect data that is not public received, or to which the Parties have access according to the statutory provisions applicable to data. No private, not-public or confidential data developed, maintained or reviewed by the Parties under this Agreement may be released to the public by the Parties or Parties’ employees or representatives. The Parties agree to indemnify and save and hold the Parties, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act by contractor or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement.

Membership

Any Party wishing to withdraw from this Agreement must give written notice of its intent 6 months prior to such withdrawal. The withdrawing Party will not be refunded any costs paid that were incurred prior to the withdrawal date.

Parties in this Agreement shall be restricted to public safety entities. Should another public safety entity desire to join this Agreement they shall be required to submit a written request to one of the Parties to the Agreement. The receiving Party shall notify the other Parties of the request. A new Party may be added to the Joint Powers Agreement upon the approval of all the existing Parties County Board of Commissioners or City Councils. Any new Party must pay for the software, license, and user fees applicable to its agency. The new Party shall be solely responsible for any upgrades, feature enhancements, or hardware additions needed to bring its agency onto the system.

Execution

Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

No Joint Entity or Partnership

This Agreement does not intend, nor does it create, any joint entity or partnership between the Parties. This is a collaboration of the parties pursuant to Minn. Stat. 471.59.

Severability

If any portion of this Agreement is found to be void, unenforceable or unconstitutional, or any combination of these, by a court of competent jurisdiction, the remaining portion of this Agreement shall remain in effect.

Entire Agreement

This Agreement is the Parties' entire agreement regarding its subject matter and supersedes all prior agreements and negotiations regarding its subject matter. The Parties may amend this Agreement only in a writing signed by all of the Parties.

Counterparts

For the convenience of the Parties, this Agreement has been executed in counterpart copies, which are in all respects similar and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

(Signature pages to follow)

IN WITNESS WHEREOF, the undersigned governmental unit, by action of its governing body, has caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

COUNTY OF BENTON

DATED: _____

ATTESTED:

City of Sauk Rapids

DATED: _____

ATTESTED:

City of Foley

DATED: _____

ATTESTED:

City of Rice

DATED: _____

ATTESTED:

**ADMINISTRATION AGREEMENT
BETWEEN THE COUNTY OF BENTON
AND
THE CITY OF FOLEY
TO**

Administer the contract for Benton County CP 005-043-010, which includes the reconstruction of CSAH 20 and CR 43 (4th Ave North), from the Norman Avenue to approximately 130 feet south of MNTH 23, and the City of Foley project for utilities under CSAH 20 and CR 43 in 2025.

PARTIES

This Agreement is entered into by the County of Benton (the “County”) and the City of Foley (the “City”).

RECITALS

The County proposes to reconstruct CR 43, known as 4th Ave, and CSAH 20 in the City of Foley (“County Project”) and the City proposes to reconstruct certain City owned utilities on CSAH 20 and CR 43 (“City Project”).

It is determined that coordination of the County Project and City Project (collectively “Joint Project”) have mutual benefits to each party; and therefore the two projects shall be let out for bids collectively.

The Joint Project shall be constructed in 2025.

No new right of way is required for the Joint Project.

CONTRACT

1. The Recitals are incorporated into this Agreement.
2. The City’s engineer will prepare preliminary plans and construction plans for the Joint Project. The City will be solely responsible for its own errors or omissions and the results thereof to the extent authorized by law. All project documents shall be jointly owned by the County and the City.
3. The City shall advertise for bids, open bids, prepare an Abstract of Bids indicating the costs of the Joint Project, and award the contract upon recommendation of award from the County.
4. The City shall perform the construction inspection for the Joint Project.
5. The County and City in conjunction with SEH, the engineer shall perform all necessary coordination with MNDOT relative to the Joint Project.

6. The County shall reimburse the City for County costs appearing on the monthly payments to the contractor.

7. The City shall retain 5% of the estimated costs from the estimated project total to be paid to the contractors until the Final Contract Voucher is prepared by the City.

8. The City shall prepare the Final Contract Voucher for payment upon final acceptance of the County Project by the County. Retainage shall be released upon final acceptance and receipt of all required documentation for the Joint Project.

9. The Parties shall each be entitled to copies of all documents related to the Project, including as-built or record drawings.

COSTS

10. The Parties agree that construction costs of the Joint Project shall be allocated as shown in **Exhibit A** (additional City alternatives are shown for Broadway Ave, 3rd, Parent St., Murphy St, and Alleys). Changes to the scope of the Joint Project may alter this allocation. The current estimates for the Joint Project are provided in **Exhibit A**, but **Exhibit A** shall be revised once a contract is awarded to reflect actual bid prices. The Parties agree to reallocate costs in writing if the scope of the Joint Project changes significantly according to the County cost sharing policy attached as **Exhibit B**.

11. The design engineering is estimated to be \$877,699.80. The design engineering costs, based on present estimates, will be allocated 21.5% to the County and 78.5% to the City; the percentages may change once final bid prices are known. The County shall pay actual invoice prices for time worked on engineering items that are the responsibility of the County to pay for.

12. The City agrees to pay for any soil borings necessary on Broadway Ave, 3rd Ave, Parent St., Murphy St, and Alleys.

13. The City and County agree to pay for the design, construction engineering, and construction geotech based upon each Parties' allocated percentage of the Joint Project's construction costs. The present percentages, based on the present estimates in **Exhibit A** are 21.5% to the County and 78.5% to the City; the percentages may change once final bid prices are known and **Exhibit A** is revised accordingly. Construction engineering shall be based upon actual construction costs.

14. The County and the City each have established methods to finance and fund its portion of the construction and engineering costs. Regardless of the payment method both the County and the City shall fund its portion of the engineering and construction costs of the Joint Project.

15. SEH will prepare intermediate pay estimates based on construction progress and allocate the costs between the City and County according to this Agreement and forward to City and County prior to submittal to the contractor. The County shall pay its portion to the City within 21 days and the City shall make all payments to the contractor directly for all pay estimates.

16. Each party shall be responsible for its staff and consultant costs unless specified in this Agreement.

MISCELLANEOUS

17. All design changes shall be mutually agreed to by the Parties. The County must approve the modification of any “Major Item” as defined by MnDOT’s Standard Specifications for Construction.

18. All future maintenance of the County Project shall be the responsibility of the County and all future maintenance of the City Project shall be the responsibility of the City. The Parties may contract for maintenance by separate agreement.

19. Each party shall maintain commercial general liability insurance. Each party shall be liable for its own acts and agrees to indemnify, defend, and hold harmless the other, its officers, and employees against any liability arising out of any act or omission by the indemnifying party. Nothing in this Agreement shall constitute a waiver of the limits of liability or immunities of any party provided by Minnesota Statutes Chapter 466. It is understood and agreed that this Agreement, consistent with Minnesota Statute 471.59 Subd. 1a.(b), shall not create governmental liability for damages greater than for a single governmental unit. The City agrees to provide an indemnity for the variance to the project in accordance with Minnesota Rules Chapter 8820.

20. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement or their successors in office.

21. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

22. This Agreement is effective on the date of execution and signatures of each party and will remain in effect until the completion of the contract.

COUNTY OF BENTON

APPROVED AS TO FORM:

County Attorney

By: _____
Its Chair, Board of Commissioners

Date: _____, 2024

RECOMMENDED FOR APPROVAL:

County Engineer

By: _____
Its County Administrator

Date: _____, 2024

CITY OF FOLEY

By: _____
Its Mayor

Date: _____, 2024

By: _____
Its City Administrator

Date: _____, 2024

EXHIBIT A

Joint Project Cost Estimates

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EXHIBIT B

FIRE PROTECTION CONTRACT

BY THIS CONTRACT, the City of Foley, Minnesota, and the Township of **Alberta**, County of **Benton**, Minnesota, hereinafter respectively to as the City and the Town, agree with each other as indicated by the following articles:

Article I. This agreement covers the following geographic area:

All of Alberta Township

Article II. The City agrees to furnish fire service and fire protection, to all property within the Town area covered by this contract, for the compensation and on the conditions hereinafter set forth, and the City further agrees that a reasonable effort will be made by its fire department to attend all fires within the Town area covered by this contract, whenever it is notified of such fire, subject to the following conditions:

- A. Two or more fire calls received from the Town officers or from property owners, within the area covered by fire protection contracts or mutual aid contracts, shall be answered in the order of their receipt unless the fire chief or other officer in charge of the fire department at the time otherwise directs.
- B. Road and weather conditions must be such that the fire run can be made with reasonable safety to the firefighters and equipment of the City. The decision of the fire chief or other officer in charge of the fire department at the time that the fire run cannot be made with reasonable safety to firefighters and equipment shall be final.
- C. The City shall not be liable to the Town for loss or damage of any kind whatever resulting from any failure to furnish, or any delay to furnishing, firemen or fire equipment, or from failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officer, agents, or other employees of the City or its fire department, or otherwise. The Town hereby agrees that in the event claim is brought by any individual property owner against the City of Foley or the Foley Fire Department, for any damage actually or alleged to have suffered by the said property owner, whether or not there is any basis in the law or fact for such claim, to reimburse said City or fire department, be it in the form of costs and disbursements, judgments, settlement costs or attorneys' fees.
- D. In responding to fire calls within the Town area covered by this contract the fire chief or other officer in charge of the fire department at the time shall dispatch only such personnel and equipment as in their opinion can be safely spared from the City. In case an emergency arises within the City, while equipment and personnel of the fire department are engaged in fighting a fire within the Town area covered by this contract, the fire chief or other officer in charge of the fire department may, in their discretion, recall to

the City such equipment and personnel as they may, in their opinion, consider necessary to meet the emergency.

Article III. The City Further agrees:

- A. To keep and maintain in good order the necessary apparatus and equipment for medical service, fire service, and fire protection within the Town area covered by this contract;
- B. To furnish not less than six (6) firefighters on each fire run;
- C. To furnish not less than three (3) firefighters on each medical/first response run;
- D. To make no claim against the Town for damage to the property of the City or for personal injuries to its firefighters while enroute to, serving at, or returning from fires within the Town area covered by this contract.

Article IV. The Town agrees:

- A. To pay to the City annually the sum equal to .0225% of its 2024 estimated market value for the 2025 contract, .0225% of its 2025 estimated market value for the 2026 contract, and .0225% of its 2026 estimated market value for the 2027 contract. Each annual payment shall be made on or before June 30th of each year during the term of this contract. The amounts paid under this provision shall be used by the City to maintain, replace, and buy additional fire equipment.
- B. The Town further agrees to pay to the City for each fire call or run to the Town area covered by this contract the sum of Three Hundred (\$300.00) Dollars for each hour or fraction thereof. Fire calls that are cancelled three (3) or more minutes after the trucks have left the station are billable.
- C. The Town further agrees to pay to the City for each medical/first response call or run to the Town area covered by this contract the sum of One Hundred (\$150.00). Medical/first response calls that are cancelled three (3) or more minutes after the trucks have left the station are billable.
- D. If any additional outside resources (such as trackhoe, backhoe, etc.) are requested by the officer in charge and deemed necessary to extinguish the fire in a safe and timely manner, payment of these resources shall be the responsibility of the property owner. If the charges are left unpaid for 60 days, the township will assume responsibility of the unpaid bill(s) and may seek reimbursement through property tax certification.
- E. Invoicing for fire calls will be sent directly to the Town for payment. Invoices for medical/first responder calls will be sent once to the homeowner/victim before being turned over to the Town for payment. All cancelled calls will be sent directly to the Town.
- F. The Town agrees to make a Town fire protection levy or otherwise to provide for funds each year in an amount sufficient to pay to the City the compensation above agreed upon.

Article V. The City hereby agrees to accept the sums above enumerated in full payment for the use of its personnel, equipment, cost of new equipment, compensation of firefighters, and premiums on insurance, if any, purchased by the City to indemnify itself for the loss of or damage to any fire fighting equipment while furnishing fire protection within the Town area covered by this contract.

This contract shall be in effect from and after the 1st day of January, 2025, for a term of three years from that date. Contracts can only be terminated at the end of the year on December 31st providing either of the parties submit a written intent to terminate notice by November 1st prior to the end of that year.

Approved by the City Council this _____ day of _____, 20____.

The City of Foley, Minnesota

By _____
Mayor

Attest:

City Administrator

Approved by the Town Board this _____ day of _____, 20____.

The Town of Alberta of Benton County, Minnesota

By _____
Chairman of the Town Board

Attest:

Clerk

SAMPLE

2025 PRELIMINARY Contract Calculations

<i>Township</i>	<i>Real Estate and Personal Property Est. Mkt. Value</i>	<i>Mobile Home Est. Mkt. Value</i>	<i>Tax Exempt Est. Mkt. Value</i>	<i>Total Valuation</i>	<i>Percent of Valuation</i>	<i>2025 Rate</i>	<i>2025 PRELIM Contract Amount</i>
<i>Alberta</i>	\$157,861,900.00	\$77,900.00		\$157,939,800.00	100%	0.0225%	\$35,536.00
<i>Gilmanton</i>	\$200,457,100.00	\$129,000.00		\$200,586,100.00	100%	0.0225%	\$45,132.00
<i>Glendorado</i>	\$178,419,900.00	\$139,700.00		\$178,559,600.00	100%	0.0225%	\$40,176.00
<i>Granite Ledge</i>	\$157,822,200.00	\$49,200.00		\$157,871,400.00	67%	0.0225%	\$23,799.00
<i>Lakin</i>	\$110,283,500.00	\$17,500.00	\$448,100.00	\$110,749,100.00	100%	0.0225%	\$24,919.00
<i>Mayhew Lake</i>	\$216,677,000.00	\$57,200.00		\$216,734,200.00	34%	0.0225%	\$16,580.00
<i>Maywood</i>	\$175,990,700.00	\$133,400.00		\$176,124,100.00	100%	0.0225%	\$39,628.00
<i>Morrill</i>	\$119,043,400.00	\$25,000.00	\$1,249,500.00	\$120,317,900.00	67%	0.0225%	\$18,138.00
<i>St. George</i>	\$271,518,700.00	\$10,200.00		\$271,528,900.00	100%	0.0225%	\$61,094.00
<i>City of Gilman</i>	\$33,718,600.00	\$0.00		\$33,718,600.00	100%	0.0325%	\$10,959.00
<i>City of Foley</i>	\$328,119,700.00	\$546,500.00		\$328,666,200.00	100%	0.0325%	\$106,817.00
	<i>Values based on 2024 estimated market values.</i>						\$315,961.00

**MINNESOTA HOUSING FINANCE AGENCY
MINNESOTA CITY PARTICIPATION PROGRAM**

**PROGRAM APPLICATION
COMMITMENT AGREEMENT**

THIS APPLICATION AND AGREEMENT (this "Agreement") is between City of Foley with its office at 250 4th Avenue North, P.O. Box 709, Foley, MN 56329 and Minnesota Housing Finance Agency ("Minnesota Housing"), with its office at 400 Wabasha Street North, Suite 400, St. Paul, MN 55102.

RECITALS:

A. Minnesota Housing, under the provisions of Minn. Stat. §474A.061, Subd. 2a is authorized to issue qualified mortgage bonds, as that term is used in the Internal Revenue Code of 1986, as amended (the "Code"), on behalf of the City, and it will issue bonds for that purpose (the "Bonds").

B. The City applying to participate is a Minnesota city, county, city or county housing and redevelopment authority, economic development authority, port authority or a consortium of local government units, as defined by Minnesota Statutes §474A.061, Subd. 2a(c).

C. Minnesota Housing has implemented Minnesota Housing Finance Agency Minnesota City Participation Program (the "Program") and will use the proceeds from the issuance of the Bonds to fund the Program.

D. The City has requested and received a set-aside of funds from the Program.

E. The City wishes to obtain a commitment by Minnesota Housing to direct Minnesota Housing's designated Master Servicer (the "Master Servicer") to purchase mortgage notes ("Mortgages") that will be originated by a lender or lenders that meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds (collectively, the "Lender").

F. Mortgages that the Master Servicer purchases pursuant to the commitment requested by the City must only be for residences located within a geographic area to be established and designated by the City.

G. Minnesota Housing is willing to issue a commitment agreeing to purchase Mortgage-Backed Securities backed by Mortgages that are (i) originated by the Lender; (ii) purchased by the Master Servicer; (iii) in accordance with the terms and conditions of this Agreement, the Program, and the Start Up Procedural Manual to be supplied by Minnesota Housing (the "Procedural Manual"), the provisions of which are hereby incorporated by reference into this Agreement as if set forth in full herein; and (iv) made to borrowers with adjusted incomes not exceeding the greater of 80 percent of statewide or area median income as calculated by Minnesota Housing.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, Minnesota Housing and the City agree as follows:

1. **City Requirements.** All Mortgages submitted to Minnesota Housing for purchase under the Program must comply with all of the requirements of the Program, the Start Up Procedural Manual and this Agreement.

2. **Commitment and Commitment Amount.** The City, which applied in January 2025 for a commitment, hereby requests that Minnesota Housing cause its Master Servicer to purchase Mortgages that have been originated by the Lender and meet the requirements of, and are made in accordance with the provisions of, this Agreement, the Program, and the Procedural Manual. Minnesota Housing, by accepting this Agreement, commits to the purchase of those Mortgages in the aggregate principal amount (the "Commitment Amount") to be determined and allocated

by Minnesota Housing in accordance with Minnesota Statutes §474A.061, Subd. 2a(d), and provided to the City.

The Master Servicer will only purchase Mortgages pursuant to this Agreement securing property that, and borrowers who, satisfy the requirements and provisions of this Agreement, the Program, and the Procedural Manual. The City acknowledges that the commitment is effective upon the approval thereof by Minnesota Housing and the delivery of a copy of this Agreement by Minnesota Housing to the City.

3. **Lender Qualifications.** Lenders must meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds.

4. **Commitment Term.** The term of this Agreement and the City's participation in the Program (the "Commitment Term") will commence on January 16, 2025 and shall continue through November 30, 2025. This Agreement, and the City's participation in the Program, will automatically terminate, without the need for any action by either party hereto, at the end of the Commitment Term.

5. **Set-Aside Term.** The Commitment Amount will be set-aside and held by Minnesota Housing for the sole use by the City for a period of time to be established by Minnesota Housing, in its sole option and discretion, provided, however, that time period will not be less than six months (the "Set-Aside Term") commencing on a date to be selected and specified by Minnesota Housing. Minnesota Housing will notify the City in writing of the date on which the Set-Aside Term commences.

Any portion of the Commitment Amount not reserved for the purchase of qualifying Mortgages as of the end of the Set-Aside Term shall be canceled and returned to Minnesota Housing for redistribution under the Program. In addition, any portion of the Commitment Amount reserved for Mortgages that are not delivered to the Master Servicer for purchase within the time period delineated in the Procedural Manual for that purchase, will be canceled and Minnesota Housing will redistribute that amount under the Program. Minnesota Housing may make any funds available to the Program at the end of the Commitment Term for mortgage loans that are eligible to be financed with proceeds of the Bonds.

6. **Commitment Fees.** There is no commitment fee payable by the City for the commitment by Minnesota Housing to the purchase by the Master Servicer of qualifying Mortgages.

7. **Purchase Price.** The purchase price of each Mortgage to be purchased by the Master Servicer pursuant to this Agreement will be as set forth in the requirements of the Procedural Manual and posted on Minnesota Housing's website.

8. **Mortgage Terms.** The terms and conditions for all Mortgages, including but not limited to the interest rate, will be set from time to time by Minnesota Housing, at its sole option and discretion, and communicated to the Lender in accordance with the procedures set forth in the Procedural Manual.

9. **Area Limitation.** Minnesota Housing, pursuant to this Agreement, is required to purchase only those Mortgages that are for residences located within a geographic area to be established and designated by the City.

10. **Servicing.** The servicing of Mortgages shall be the sole responsibility of the Master Servicer or one or more other entities that Minnesota Housing may designate in its sole discretion.

11. **Contract Documents.** The purchase by the Master Servicer of each Mortgage pursuant to Minnesota Housing's commitment is a contract consisting of this Agreement and the provisions and requirements contained in the Procedural Manual, with all amendments and supplements thereto in effect as of the date of Minnesota Housing's acceptance of this Agreement.

12. **Paragraph Captions and Program Headings.** The captions and headings of the paragraphs of this Agreement are for convenience only and will not be used to interpret or define the provisions thereof.

13. **Applicable Law.** This Agreement is made and entered into in the State of Minnesota, and all questions relating to the validity, construction, performance and enforcement hereof will be governed by the laws of the State of Minnesota.

14. **Agreement Conditional Upon Minnesota Housing Approval.** This Agreement will be a binding obligation of Minnesota Housing upon its execution by Minnesota Housing and delivery of a copy of the same to the City; provided, however, Minnesota Housing may, in its sole option and discretion, any time on or after January 16, 2025 revoke such obligation and terminate this Agreement if the City has not fully executed and returned a fully executed original hereof to Minnesota Housing. That revocation and termination will be accomplished and evidenced by Minnesota Housing notifying the City thereof by way of a “Certified Letter - Return Receipt Requested” addressed and delivered to the City. Upon revocation and termination this Agreement will be null and void and of no force or effect.

15. **Issuance of Bonds.** The City hereby authorizes Minnesota Housing to issue, on behalf of the City, qualified mortgage bonds, as that term is used in the Code, in an amount equal to the Commitment Amount, and Minnesota Housing agrees to issue those bonds if and when federal law authorizes and Minnesota Housing deems it is economically feasible to do so.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City has executed this Agreement this _____ day of
(Day)

_____, _____
(Month) (Year)

By: _____
(Signature of Authorized Officer)

(Name of Authorized Officer)

Minnesota Housing APPROVAL

Minnesota Housing hereby accepts the above Program Application-Commitment Agreement and approves and grants participation in the program.

MINNESOTA HOUSING FINANCE AGENCY

By: _____
Kayla Schuchman

Its: Assistant Commissioner, Single-Family Division

Signed this _____ day of _____, 2025

Payroll - September 2024

Gross Salaries - Bi-Weekly	Payroll - 10/4/24	38,403.07
EFTPS	Federal Withholding	6,624.18
MN Dept of Revenue	State Withholding	1,373.90
State Treas. PERA	PERA	7,474.25
Nationwide	Deferred Comp	1,206.37
Pacific Life Ins	Roth IRA	90.00
Further	HSA Contribution	1,331.14
MN Dept of Human Services	Child Support Garnishments	329.48
Gross Salaries	Payroll - 10/18/24	38,241.94
EFTPS	Federal Withholding	6,624.21
MN Dept of Revenue	State Withholding	1,360.46
State Treas. PERA	PERA	7,281.69
Nationwide	Deferred Comp	1,210.12
Pacific Life Ins	Roth IRA	90.00
Further	HSA Contribution	1,331.14
MN Dept of Human Services	Child Support Garnishments	329.48
LELS	PD Union Dues	211.50
Gross Salaries	Payroll - 11/1/24	37,676.45
EFTPS	Federal Withholding	6,609.26
MN Dept of Revenue	State Withholding	1,363.02
State Treas. PERA	PERA	7,359.54
Nationwide	Deferred Comp	1,206.37
Pacific Life Ins	Roth IRA	90.00
Further	HSA Contribution	1,331.14
MN Dept of Human Services	Child Support Garnishments	329.48
Already Paid 11/12/24		
Jen Steinkopf	Welcome sign - Cement work	5,500.00
Gopher State One call	09/24 email tickets	54.00
Star Publications	09/24 publications - Temp liquir license	22.28
White Cap	PW Street repair	908.22
Bemboom, Aaron & Laura	reimburse- over payment of final water and sewer invoice	72.93
Lerud, Bennett	reimburse- over payment of final water and sewer invoice	62.09
Gilhoi, Daniel & Debra	reimburse- over payment of final water and sewer invoice	153.25
Total		176,250.96
To Be Paid 11/12/24		
ALEX AIR APPARATUS 2 LLC	FD EXTRICATION TOOLS ANNUAL MAINT	548.00
AMCON CONCRETE PRODUCTS	STREET STORM SEWER REPAIR	220.00
AUTO VALUE	TRUCK MAINTENANCE/PLOW MAINT/FD MAINT/SHOP M.	1,162.22
BENTON COUNTY ATTORNEY	9/24 COUNTY ATTORNEY	715.00
BOLTON & MENK	WASTE WATER EXPANSION/WW EXPANSION ENGINEER	82,354.50
CENTRAL MCGOWAN INC	O2	13.85
CHAMBERLAIN OIL CO INC	FD VEHICLE MAINT - OIL	555.96
CINTAS CORPORATION	UNIFORMS	475.79
CLOUDNET	10/24 SERVER FEE	10.00
COBORNS, INCORPORATED	FIRE HALL SUPPLIES	21.96
CORE & MAIN LP	WATER LINE REPAIR PARTS	78.04
DIRTWORKS	STREET MISC. CULVERT CLEANING	2,060.00
DSC COMMUNICATIONS	2021 CHEV RADIO REPAIR	41.04
EMERGENCY SERVICES MARKETING C	FD RADIO SUBSCRIPTIONS	735.00
FARM-RITE EQUIPMENT INC	BOBCAT REPAIR	5,436.22
FERGUSON WATERWORKS #2518	WATER LINE REPAIR PARTS	260.22
FLOW MEASUREMENT & CONTROL CO	LIFT STATION FLOW METER CALIBRATION	452.00
FOLEY FLORAL	FLORAL ARRANGEMENT	55.84
FOLEY HARDWARE	CITY HALL BUILDING /SHOP/PARKSTREET MAINT	623.08
FURTHER	09/24 HSA CONTRIBUTIONS	900.00
FURTHER	10/24 HSA CONTRIBUTIONS	900.00
GALLS, LLC	PD UNIFORM - K. LIND / BRIAN	1,046.67
GEISLINGER AND SONS, INC.	WW EXPANSION PAY APP 23	57,040.99
GILMAN COOP CREAMERY	PW DEF FLUID	62.25
GOPHER STATE ONE CALL	10/24 EMAIL TICKETS	82.35
HANDYMANS INC	SEWER MISC. REPAIR	9.17
HANSON PAVING	SEWER MAIN REPAIR PATCH	350.00
HAWKINS, INC.	POOL CHEMICALS TOTE RETURN	-15.00
HAWKINS, INC.	WATER CHEMICALS	729.82
HEALTHPARTNERS	11/24 DENTAL /HEALTH INS	18,442.23
HELMIN CONSTRUCTION	STREET CLASS 5	321.35
K&K TIRE & AUTO CENTER INC	PD SQUAD MAINT	1,811.27
KNIFE RIVER CORP	STREET MAINT - HOT MIX	157.50
LEAGUE OF MN CITIES	2024/2025 2 ADOBE LICENSES & PROCESS FEE	219.50
LEAGUE OF MN CITIES INS TRUST	WORKERS COMP 9/23-9/24	3,287.00
LOCATORS & SUPPLIES, INC.	PW CONCRETE SAW BLADE/SUWER SUPPLIES PED CROSS	924.61
MACQUEEN EMERGENCY	SEWER VAC TRUCK NOZZLE REPAIR	101.15
MIDCONTINENT COMMUNICATIONS	UTILITIES CITY HALL/SHOP/FD	1,027.71
MN DEPT OF PUBLIC SAFETY	DOG SIGNS	40.74
MN DEPT OF REVENUE	09/24 WATER SALE AND USE TAX	460.00
MOLITOR EXCAVATING INC	SEWER MAIN REPAIR COTTAGE GROVE AVE	2,980.00
MOLITOR EXCAVATING INC	WATER SERVICE REPAIR 131 BROADWAY AVE N	1,270.00
MURPHY CHEVROLET	2201 VEHICLE MAINT	82.32
NANCY SCOTT	10/24 INSP FEES	3,299.20
NUSS TRUCK & EQUIPMENT	9903 MAINTENANCE	36.98
POOLWERX TWIN CITIES	POOL TESTING SUPPLIES	66.96
REVTRAK INC	9/24 CC FEES	2,034.39
RINKE-NOONAN	2025 IMP -CSAH AGREEMENT SS HOUSING GEN LEG	626.00
RMB ENVIRONMENTAL LABORATORIES	WATER ANALYSIS/POND DISCHARGE TESTING	1,157.87
SHIFT TECHNOLOGIES, INC	IT CITY HALL AND FD	2,605.07
SHORT ELLIOT HENDRICKSON, INC	2025 STREET IMP	17,640.00
STAPLES	OFFICE SUPPLIES - CALC	85.09
STREICHERS	FIRE UNIFORMS	288.99
TRI-COUNTY HUMANE SOCIETY	07/24 ANIMAL SURRENDER	150.00
TRIMARK MARLINN, LLC	CLEANING SUPPLIES	360.96
UTILITY REFUNDS	UTILITY FUNDS REIMBURSEMENT MOVED	138.41
VERIZON	FD/PD SHOP - CELL PHONE	408.39
WEX BANK	10/24 FD / PD /PUBLIC WORKS FUEL	2,185.29
WHITE CAP, L.P.	SIDEWALK	539.96
WILLIAMS INTEGRACARE CLINIC	FD MEDICAL SUPPLIES	319.42
TOTAL		396,244.29

ADDITIONAL ITEMS TO BE PAID 11/12/24

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024-22

A RESOLUTION CANVASSING THE RETURNS OF THE 2024 ELECTIONS
AND DECLARING THE RESULTS

WHEREAS, The City of Foley holds its local election every two years to select a Mayor with a two-year term and two Council Members with four-year terms; and

WHEREAS, Elections were held the 5th day of November 2024 and the following counts were recorded:

Mayoral Election

<u>Candidates</u>	<u>Votes</u>
Brandon Voit	586
Jack “Jackson” Brosh	552
Write-In	20

Council Members Election

<u>Candidates</u>	<u>Votes</u>
Jeff Gondeck	794
Stephanie Lloyd	759
Write-In	21

NOW THEREFORE BE IT RESOLVED by the Foley City Council that the Mayoral’ s seat shall be filled by **Brandon Voit** said term to expire January 5, 2027, and the two Council Members’ seats shall be filled by **Jeff Gondeck** and **Stephanie Lloyd**, said terms to expire in January 2, 2029.

PASSED AND ADOPTED by the City Council of the City of Foley this 12th day of November, 2024.

Jack M. Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Abstract of Votes Cast
In the Precincts of the City of Foley
State of Minnesota
at the State General Election
Held Tuesday, November 5, 2024

as compiled from the official returns.

Summary of Totals
City of Foley
Tuesday, November 5, 2024 State General Election

Number of persons registered as of 7 a.m.	1435
Number of persons registered on Election Day	215
Number of accepted regular, military, and overseas absentee ballots and mail ballots	358
Number of federal office only absentee ballots	2
Number of presidential absentee ballots	0
Total number of persons voting	1358

Summary of Totals
City of Foley
Tuesday, November 5, 2024 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Foley)

NP Brandon Voit 586	NP Jack "Jackson" Brosh 552	WI WRITE-IN 20
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Council Member (Foley) (Elect 2)

NP Stephanie Lloyd 759	NP Jeff Gondeck 794	WI WRITE-IN 21
------------------------------	---------------------------	----------------------

Detail of Election Results
City of Foley
Tuesday, November 5, 2024 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
05 0010 : FOLEY	1435	215	1358
City of Foley Total:	1435	215	1358

Detail of Election Results
 City of Foley
 Tuesday, November 5, 2024 State General Election

Office Title: Mayor (Foley)

Precinct	NP	NP	WI
	Brandon Voit	Jack "Jackson" Brosh	WRITE-IN
05 0010 : FOLEY	586	552	20
Total:	586	552	20

Office Title: Council Member (Foley) (Elect 2)

Precinct	NP	NP	WI
	Stephanie Lloyd	Jeff Gondeck	WRITE-IN
05 0010 : FOLEY	759	794	21
Total:	759	794	21

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 5, 2024

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Foley Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2024.

Member of canvassing board

State of Minnesota
City of Foley

I, _____, Clerk of the City of Foley do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Foley State General Election held on Tuesday, November 5, 2024.

Witness my hand and official seal of office this _____ day of _____, 2024.



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

11/4/2024

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. 23 for the above referenced project. The estimate includes work completed through October 25th. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Geislinger & Sons, Inc., one copy to me for our records, and retain one for yourself.

Please contact me if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal Engineer

Contractor's Application for Payment

Owner: <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>23</u>	Application Date: <u>11/4/2024</u>
Application Period: From <u>9/21/2024</u> to <u>10/25/2024</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)	\$	16,325,374.85
5. Retainage		
a. <u>5%</u> X <u>\$ 16,325,374.85</u> Work Completed	\$	816,268.74
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	816,268.74
6. Amount eligible to date (Line 4 - Line 5.c)	\$	15,509,106.11
7. Less previous payments	\$	15,452,065.12
8. Amount due this application	\$	57,040.99
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	769,900.54

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: <u>Geislinger and Sons, Inc.</u>	
Signature: <u><i>Matt Geislinger</i></u>	Date: <u>11-4-24</u>
Name: <u>Matt Geislinger</u>	Title: <u>Project Manager</u>

Recommended by Engineer	Approved by Owner
By: <u><i>Jared Voge</i></u>	By: _____
Name: <u>Jared Voge, PE</u>	Name: _____
Title: <u>Principal Engineer</u>	Title: _____
Date: <u>11/4/2024</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.:	23	Application Period:	From 09/21/24 to 10/25/24	Application Date:	11/04/24
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A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
Original Contract													
1	MOBILIZATION	1.00	LUMP SUM	570,000.00	570,000.00	1.00	570,000.00	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	1.00	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	1,274.50	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	8.00	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	494.00	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	7.00	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	133.00	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	1,892.00	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	4.30	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	171.93	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	13.00	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	185.00	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.: 23 **Application Period:** From 09/21/24 to 10/25/24 **Application Date:** 11/04/24

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	0.95	133,000.00	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	0.95	133,000.00	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	0.92	184,000.00	1.00	200,000.00		200,000.00	100%	-
54	LANGE LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM	55,000.00	55,000.00	1.00	55,000.00	1.00	55,000.00		55,000.00	100%	-
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	1.00	50,000.00		50,000.00	100%	-
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	0.98	58,800.00	0.98	58,800.00		58,800.00	98%	1,200.00
61	RIPRAP, CLASS III	178.00	CU YD	65.00	11,570.00	46.21	3,003.65	46.21	3,003.65		3,003.65	26%	8,566.35
62	SEED 25-141, FERTILIZER, HYDRAULIC MATRIX	305,376.00	SQ YD	0.50	152,688.00	323,459.49	161,729.75	323,459.49	161,729.75		161,729.75	106%	(9,041.75)
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	1.03	123,537.60	1.03	123,537.60		123,537.60	103%	(3,537.60)
66	COMPUTER ALLOWANCE	1.00	ALLOWANCE	10,000.00	10,000.00	0.78	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	247.04	296,445.60	277.49	332,988.74		332,988.74	57%	255,011.26
Original Contract Totals					\$ 16,548,705.51		\$ 15,747,668.55		\$ 15,807,711.70	\$ -	\$ 15,807,711.70	96%	\$ 740,993.81

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.: 23 Application Period: From 09/21/24 to 10/25/24 Application Date: 11/04/24

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	\$ -

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024 - 25

A RESOLUTION ASSESSING UNPAID CHARGES

WHEREAS, the properties identified have been in violation of the City of Foley Code of Ordinances Chapter XI, Section 1145:02 concerning weeds and tall grasses;

WHEREAS, the properties identified have been in violation of the City of Foley Code of Ordinances Section 805 concerning sidewalk shoveling;

WHEREAS, notice of violation was provided to the owners of record for each of the properties;

WHEREAS, in the best interest of safety and health, and in accordance with City Ordinance, each property was mowed or shoveled and cleaned after failure of the owners to do so;

WHEREAS, the City did clean up the properties identified in Exhibit A and charged such properties for services;

WHEREAS, the City has invoiced the owners of record for each property for the cleanup costs and provided notice of the City's intent to certify the unpaid charges for services; and

WHEREAS, the invoiced charges remain unpaid for each property.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Foley:

1. Unpaid charges shall be assessed against the properties identified in Exhibit A for costs of the cleanup including a certification charge of \$35.
2. The entire assessment shall be included with 2024 property taxes, payable in 2025.

3. The City Administrator shall transmit a certified duplicate of this assessment resolution to the Benton County Auditor. Such assessments shall be collected and paid over in the same manner as other property taxes.

PASSED AND ADOPTED by the City Council of the City of Foley this 12th day of November 2024.

Jack M. Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

INSERT LIST

Exhibit A

PID NUMBER	PROPERTY ADDRESS	SHOVEL/ MOWING	DATE	CHARGE	ADMIN FEE	TOTAL
130011800	131 2 nd Avenue	Mowing	8/17/24	\$60.00	\$35	\$95.00

TOTAL w/ \$35 Admin Fee: \$95.00

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024 - 26

A RESOLUTION ASSESSING UNPAID I/I SURCHARGES

WHEREAS, the properties identified in Exhibit A have unpaid surcharges for compliance failure of the requirements set for in City of Foley Code of Ordinances Section 610 – Sewer Rates and Charges and Section 615 Water Charges and Rates and Section 310 – Prohibiting Storm Water Disposal into The Sanitary Sewer System;

WHEREAS, notice of unpaid surcharges and invoice was provided to the owners of record for each of the properties;

WHEREAS, the City has invoiced the owners of record for each property and provided notice of the City’s intent to certify the unpaid charges for services; and

WHEREAS, the invoiced charges remain unpaid for each property in Exhibit A.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Foley:

1. Unpaid charges shall be assessed against the properties identified in Exhibit A for the balance of unpaid, delinquent charges including a certification fee of \$35.
2. The entire assessment shall be included with 2024 property taxes, payable in 2025.
3. The City Administrator shall transmit a certified duplicate of this assessment resolution to the Benton County Auditor. Such assessments shall be collected and paid over in the same manner as other property taxes.

PASSED AND ADOPTED by the City Council of the City of Foley this 12th day of November 2024.

Jack M. Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

**I&I Penalty and Water/Sewer Assessments
Exhibit A**

PID	Service Address	I&I Penalty	Admin Fee	Charge*
130076700	264 Balsam Dr.	\$900.00	\$35.00	\$935.00

TOTAL: \$935.00

* Charge includes a \$35 administrative fee

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2024-23

RESOLUTION RECOMMENDING APPROVAL OF ODAM MEDICAL GROUP REZONING
APPLICATION, VARIANCE APPLICATION, AND SITE PLAN

WHEREAS, there is a vacant lot adjacent to Highway 23, located at 700 Penn Street (the “Property”), within the City of Foley (the “City”); and

WHEREAS, the Property is currently zoned R-2 – Multi-Family Residential; and

WHEREAS, the City has been actively trying to seek developers for the Property; and

WHEREAS, a developer, Odam Medical Group (“Odam”) is interested in developing the Property for an office medical clinic; and

WHEREAS, an office medical clinic is not a permitted use in the R-2 – Multi-Family Residential zoning district, but a conditional use; and

WHEREAS, to promote development, Odam made an application to the City to re-zone the Property to B-1 – Commercial; and

WHEREAS, in anticipation of the rezoning, Odam has also made an application for a variance of the parking requirements required under Section 7, Subd. 1(7) of the City’s zoning ordinance; and

WHEREAS, Odam has submitted the necessary documents for consideration of a site plan, rezoning application, and variance application; and

WHEREAS, City staff and consultants have reviewed the submittals and have made recommendations; and

WHEREAS, the Planning Commission considered rezoning the Property, allowing the variance from Section 7, Subd. 1(7) of the City’s zoning ordinance, and the issuance of a building permit at its October 15, 2024 meeting; and

WHEREAS, the City’s Planning Commission has reviewed Odam’s applications for rezoning of the Property and variance of the requirements of Section 7, Subd. 1(7) of the City’s zoning ordinance and recommends approval to the City Council.

FINDINGS OF FACT

NOW, THEREFORE, the Foley City Council makes the following Findings of Fact:

1. The Property is currently a vacant lot.
2. Odam is seeking to develop the Property as a medical clinic.
3. Odam applied to the City for a building permit to construct an office medical clinic by submitting a site plan, a rezoning application for the Property, and a variance application on September 30, 2024.
4. The Property is currently zoned R-2 – Multi-Family Residential zoning district, which allows medical clinics as a conditional use.
5. The Property is adjacent to R-2 – Multi-Family Residential zoning district to the north and east, while adjacent to B – 1 – Commercial to the west. Highway 23 runs along the southern boundary of the Property.
6. Multifamily housing units are occupying the lots north and east of the Property, and the Benton County Courthouse is situated to the west.

Rezoning Request

7. Odam is seeking to rezone the Property to B – 1 – Commercial, which designates medical clinics as a permitted use.
8. In order for the City to approve a rezoning request, the following requirement of Section 23 of the City Code must be met:
 - a. Prior to the issuance of a permit for any building with a foundation, a site plan for the property must be approved by the City Council after review and recommendation by the Planning Commission.
9. The Planning Commission and City Council have reviewed the site plan for the proposed rezoning and recommends rezoning the Property to B – 1 – Commercial.
10. The Planning Commission and City Council finds that the proposed use and rezoning of the Property is compatible with the surrounding use.
11. The City has also designated the Property as a site for potential redevelopment.
12. In the City’s Land Use Plan, the Property is designated for “Medium-High Density Residential”, which allows for flexibility to integrate commercial and office space.
13. The City’s Land Use Plan also calls out the need to promote economic diversity within the City.
14. The rezoning of the Property also meets the economic development goals outlined in the Land Use Plan by meeting the following:
 - a. *Developing commercial use along major throughfares (Goal 9, Policy (a))*: The development of the Property will occur along Highway 23, a major throughfare within the City.
 - b. *Ensuring the density of the development is compatible with the characteristics of the surrounding area (Goal 9, Policy (c))*: The land adjacent to the Property to the west is zoning B – 1. Rezoning the Property to match the surrounding area will be compatible. Additionally, the uses contemplated in the B – 1 zoning district can lay harmoniously with the other adjacent uses in the R – 2 zoning district, as the

use of the Property is not reaching an intensity that would adversely affect the use of neighboring residential properties.

- c. *Building a tax base to sufficiently support the residential development within the City (Goal 10, Policy (a))*: The Property will be used for an office medical clinic, which will increase the City's tax base.
 - d. *Providing the appropriate transition between different land uses (Goal 10, Policy (c))*: The Property's use provides for an appropriate transition between the B – 1 and R – 2 zoning districts. The B – 1 zoning district allows uses that service the community and surrounding areas. The use of the Property as an office medical clinic does not reach an intensity that will have a substantially adverse effect on surrounding properties.
15. The rezoning of the Property to the B – 1 Central Business District is consistent with the City's ordinance and Land Use plan.

Variance

16. An application for a variance was also submitted by Odam, seeking to vary from the requirements of Section 7, Subd. 1(7) of the City's zoning ordinance, which states that there must be One (1) space for each one hundred ten (110) square feet of net floor area or seven and one-half (7-½) spaces per doctor, whichever number of parking spaces is greater.
17. Under the ordinance, Odam would be required to have 53 parking spaces.
18. Odam requests that variance be granted to allow for 30 parking spaces.
19. Variances shall only be permitted, under Section 24 Subd. 3, of the City Code, when the following conditions have been met:
- a. When they are in harmony with the general purposes and intent of the zoning ordinance;
 - b. When the variances are consistent with the comprehensive plan;
 - c. When there are practical difficulties in complying with the zoning ordinance.
20. Under the ordinance, the Planning Commission is tasked with recommending approval or denial of the variance application.
21. The Planning Commission recommends approval of Odam's variance application.
22. The purpose of requiring a certain amount of parking spacing in the zoning ordinance was to ensure adequate parking for the business's patrons. Here, information has been provided that a maximum of 4 doctors will be on staff at any one time, which indicates that no more than 30 parking spaces will be needed for patients.
23. The variance is consistent with the comprehensive plan and land use plan by developing an area of the City that is slated for this particular type of use and increasing the City's tax base.
24. Odam is also facing practical difficulties because the buildable portion of the Property, which is unique to the Property and not created by Odam or any other landowner, only allows for a limited number of parking spaces, below what is required in the City Code.
25. The proposed use of 30 parking spaces is a reasonable use of the Property because no more than 30 parking spaces will be needed for Odam to service its patients.
26. Granting the variance to allow 30 parking spaces will not change the character of the neighborhood because there are other business uses to the West, Highway 23 to the

South, and multi-family residential uses to the North and East, all which contain parking and contain traffic patterns that will be harmonious.

Site Plan

27. A site plan for the Property was submitted by Odam to the City for approval.
28. Under Section 15 Subd. 6, prior to the issuance of a building permit for any building within a B-1 District, a site plan for the property must be approved by the City Council after review and recommendation by the Planning Commission.
29. The Property is being rezoned to the B – 1 zoning district herein.
30. The Planning Commission and City Council recommends approval the site plan submitted by Odam on the following conditions:
 - a. The City Engineer shall complete a review of the site plan and make any recommendations. The recommendations of the City Engineer shall be followed.
 - b. Ensure that water will not be trapped in the parking lot designated on the site plan.
 - c. Benchmark and vertical datum shall be used.
 - d. Confirm the low point for the area indicated as CB3 Rim is 1137.00 feet.
 - e. Add insulation at the water and storm crossing.
 - f. Install a 6 inch sanitary service.
 - g. Provide an erosion control/turf establishment plan.
 - h. Provide structure detail for the area indicated as CB4.
 - i. Provide a construction details sheet that includes:
 - i. Erosion control BMPs (silt fence, blanket, inlet protection, culvert controls, etc.)
 - ii. Water accessories (hydrant, valves, insulation, etc.)
 1. Fire hydrants shall be consistent with the City’s standard fire hydrants (28’’ barrel, plugged, hydrant marker GV in front, etc.)
 - iii. Storm (pipe bleeding, structure/casting assembly, external seals, riprap, etc.)
 - iv. Pond detail
 - j. Work with the City’s Public Works Department and the City Engineer to ensure water main piping, fire sprinkler piping, and connection to City sewer are appropriate.
 - k. Be cooperative with any future trail extension from Highway 23.

NOW, THEREFORE, BE IT RESOLVED BY THE FOLEYCITY COUNCIL THAT:

1. The Findings of Fact are adopted.
2. Odam’s application for rezoning the Property to B – 1 Central Business District is recommended for approval.
3. Odam’s application for a variance from the requirements of Section 7, Subd. 1(7) to allow for 30 parking spaces is recommended for approval.
4. Odam’s site plan for the Property is approved, on the following conditions:
 - a. The City Engineer shall complete a review of the site plan and make any recommendations. The recommendations of the City Engineer shall be followed.
 - b. Ensure that water will not be trapped in the parking lot designated on the site plan.

- c. Benchmark and vertical datum shall be used.
- d. Confirm the low point for the area indicated as CB3 Rim is 1137.00 feet.
- e. Add insulation at the water and storm crossing.
- f. Install a 6 inch sanitary service.
- g. Provide an erosion control/turf establishment plan.
- h. Provide structure detail for the area indicated as CB4.
- i. Provide a construction details sheet that includes:
 - i. Erosion control BMPs (silt fence, blanket, inlet protection, culvert controls, etc.)
 - ii. Water accessories (hydrant, valves, insulation, etc.)
 - 1. Fire hydrants shall be consistent with the City's standard fire hydrants (28'' barrel, plugged, hydrant marker GV in front, etc.)
 - iii. Storm (pipe bleeding, structure/casting assembly, external seals, riprap, etc.)
 - iv. Pond detail
- j. Work with the City's Public Works Department and the City Engineer to ensure water main piping, fire sprinkler piping, and connection to City sewer are appropriate.
- k. Be cooperative with any future trail extension from Highway 23.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 12th day of November 2024.

Jack Brosh, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

OFFICE OF THE STATE AUDITOR

Financial Projections

	2024	2025
Total Active Member Liabilities	925,107	1,024,050
Total Deferred Member Liabilities	272,693	272,693
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 1,197,800	B. 1,296,743
Normal Cost (Cell B minus Cell A)		C. 98,943

Projection of Net Assets for Year Ending December 31, 2024

Special Fund Assets at December 31, 2023 (FIRE-23 Form ending assets) 1 1,151,627

Projected Income for 2024

Fire State Aid (2023 fire state aid of \$60,097 may be increased by up to 3.5%)	D.	70,489	
Supplemental State Aid (actual 2023 supplemental state aid)	E.	11,117	
Municipal / Independent Fire Dept. Contributions	F.	9,500	
Interest / Dividends	G.	15,000	
Appreciation / (Depreciation)	H.	15,000	
Member Dues	I.	0	
Other Revenues	J.	0	
 Total Projected Income for 2024 (Add Lines D through J)	 2	 121,106	

Projected Expenses for 2024

Service Pensions (fill in individual pension amounts below) K. 0

Names:	\$ Amounts:

Other Benefits	L.		
Administrative Expenses	M.	20,000	
 Total Projected Expenses for 2024 (Add Lines K through M)	 3	 20,000	

Projected Net Assets at December 31, 2024 (Add Lines 1 and 2, subtract Line 3) 4 1,252,733

Projection of Surplus or (Deficit) as of December 31, 2024

Projected Assets (Line 4)	5	1,252,733	
2024 Accrued Liability (Page 4, cell A)	6	1,197,800	
Surplus or (Deficit) (Line 5 minus Line 6)	7	54,933	

Foley Fire Relief – Annual Benefit History

<i>Year</i>	<i>Annual Benefit Level</i>
2007	\$ 2,100
2008	\$ 2,100
2009	\$ 2,100
2010	\$ 2,100
2011	\$ 2,100
2012	\$ 2,450
2013	\$ 2,450
2014	\$ 2,750
2015	\$3200
2016	\$3200
2017	\$3700
2018	\$3700
2019	\$4100
2020	\$4100
2021	\$4100
2022	\$4500
2023	\$4500
2024	\$4500
2025	\$5500 (requested increase)

City Contributes \$8500 per year + fire state aid

*City must approve raise as they are required to fund any shortage in the fund.



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	29	28	28			
Equipment Vio.	56	43	37	46	36	67	58	55	34	43			
Speed	19	22	14	40	31	36	46	51	24	28			
DWI/DUI	2	0	1	1	3	3	1	0	1	2			
DAR/S/C	3	6	8	2	1	4	6	1	1	6			
# Citations Issued	*7	*8	*12	*5	*2	*10	*14	*13	*4	*10			
Accidents	0	2	3	2	4	5	1	3	2	3			
Hit and Run	1	3	0	1	0	1	0	0	2	1			
Gas Drive Offs	4	1	4	1	4	3	1	0	0	0			
Thefts	7	5	6	5	5	6	2	3	5	7			
Child	12	14	6	11	14	11	3	5	19	8			
Controlled Substance	0	1	0	0	0	0	0	1	0	1			
Suspicious Activity	36	41	39	47	51	40	38	43	45	42			
Burglaries/Robbery	1	0	1	0	0	0	0	0	0	1			
Medicals/Welfare	26	32	24	26	18	29	23	20	28	26			
Assaults/Domestics	7	8	10	4	6	7	6	1	7	1			
Harassment	7	6	11	3	15	6	4	10	9	8			
CDP/Vandalism	1	0	1	0	6	0	0	1	0	0			
Animal Complaints	10	12	20	18	16	17	12	10	14	28			
City Ordinance	3	1	3	16	3	49	20	4	14	9			
Parking Tickets	14	22	32	4	1	2	2	0	0	2			
Disturbing the Peace	11	19	5	7	3	7	13	7	10	4			
Gun Permits	5	6	2	2	0	0	5	4	3	5			
Warrant Arrests	0	1	5	4	2	0	1	0	0	0			
Civil	6	1	3	6	8	5	2	2	8	6			
Lockout	4	0	2	1	2	1	4	1	3	5			
Assist other Agencies	26	21	23	18	29	12	22	33	15	20			
Special Events	1	3	6	11	9	5	1	3	1	6			
Misc.	92	77	108	73	127	72	89	103	91	77			
TZD Hours	0 Hours	5 HRS	0 Hours	17.5 HRS	7.75 HRS	4 Hrs	5 Hours	7 Hours	5 Hours	6 Hours			
Total:	364	378	396	382	412	426	395	390	364	367			

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



Providing excellent customer service in a fiscally responsible manner.

TO: Township Clerks and Supervisors, City Clerks/Administrators

FROM: Roxanne Achman, Land Services Director

DATE: October 23, 2024

RE: Public Hearing of Ord. 496 Regulating Cannabis and Lower Potency Hemp Edible Businesses – November 19, 2024

Benton County Board of Commissioners
Notice of Public Hearing

Notice is hereby given that the Benton County Board of Commissioners will conduct a public hearing to consider enactment of **Benton County Ordinance No. 496, Regulating Cannabis and Lower Potency Hemp Edible Businesses**. Enclosed within this packet is a draft copy of the ordinance. You are highly encouraged to reach out to Land Services Director, Roxanne Achman in advance of the public hearing to address questions and/concerns.

Notice is further given that the above hearing will be held on **Tuesday, November 19, 2024, beginning at 9:00 a.m.** or soon thereafter in the County Board Room of the Benton County Government Center, located at 531 Dewey Street, Foley, MN 56329.

Please contact Roxanne Achman, Benton County Land Services Director, at 320-968-5069 or rachman@co.benton.mn.us with questions or to submit written testimony on or before November 15th, 2024. Written testimony may also be mailed to Benton County Land Services Department, PO Box 129, Foley, MN 56329.

Sincerely,

Roxanne Achman

Benton County Land Services Director
320-968-5069
rachman@co.benton.mn.us

County Board:
Scott Johnson, District 1
Ed Popp, District 2
Steve Heinen, District 3
Jared J. Gapinski, District 4
Beth Schlagen, District 5

531 Dewey Street
P.O. Box 129
Foley, MN 56329
Benton County's Website:
www.co.benton.mn.us

(320) 968-5001 Main
(320) 968-5329 Fax
(320) 968-8842 TDD
Email Address:
info@co.benton.mn.us

Benton County is an Equal Opportunity Employer

DRAFT

BENTON COUNTY ORDINANCE NO. 496

AN ORDINANCE REGULATING CANNABIS AND LOWER POTENCY HEMP EDIBLE BUSINESSES

The County Board of Benton County hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

The County of Benton makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes Benton County to protect the public health, safety, and welfare of County residents by regulating cannabis businesses within the legal boundaries of the County.

- A. Limiting the number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement and cannabis microbusiness with a retail operations endorsement to one registration for every 12,500 residents within the jurisdiction of the County of Benton.
- B. Protecting and promoting the health, safety and general welfare of the citizens and visitors of the County of Benton.
- C. Correcting and educating to prevent conditions that may adversely affect persons utilizing cannabis and lower potency hemp edible retail establishments.
- D. Meeting consumer expectations of the quality and safety of cannabis and lower potency hemp edible retail establishments within the County of Benton.
- E. Establishing inspection requirements and associated procedures involved with administering and enforcing this Ordinance.

Benton County finds and concludes that the proposed provisions are appropriate time, place and manner of operation provisions for the County and that the proposed amendments and proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

Benton County has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.

This Ordinance shall be applicable to the legal boundaries of the County including those areas where the County has been delegated authority for registration through a joint powers agreement.

Several local government units have delegated cannabis retail registration authority to the County. Towns and cities in Benton County that have delegated registration authority may adopt ordinances that are more or less restrictive under Section 3.3 that allow different hours of retail sales of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products for cannabis retailers. Section 4 of this Ordinance shall not apply to cities that have delegated registration authority to the County. Cities will be responsible to regulate their own Temporary Cannabis Events.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Definitions Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

1.4.1 Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

1.4.2 Cannabis Retail Businesses: A cannabis retailer retail location and the retail location(s) of a cannabis mezzobusiness with a retail operations endorsement, cannabis microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location.

1.4.3 Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product, cannabis concentrate, immature cannabis plants and seedlings, cannabis flower, lower-potency hemp edibles, hemp derived consumer products, and other products authorized by law to a consumer and

not for the purpose of resale in any form.

- 1.4.4 Daycare:** A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
- 1.4.5 Hemp Business.** A hemp business means either of the following licensed under Ch. 342:
- a. Lower-Potency Hemp Edible Manufacturer
 - b. Lower-Potency Hemp Edible Retailer
 - c. Hemp business does not include a person or entity licensed under Ch. 18K to grow industrial hemp for commercial or research purposes or to process industrial hemp for commercial purposes.
- 1.4.6 Lower-potency Hemp Edible:** As defined under Minn. Stat. 342.01 subd. 50.
- 1.4.7 Lower-potency Hemp Edible Retailer:** Any person, partnership, firm, corporation, or association, foreign or domestic, selling lower-potency hemp edibles to a consumer and not for the purpose of resale in any form.
- 1.4.8 Office of Cannabis Management:** Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
- 1.4.9 Park:**
- a. any area improved, maintained, operated for recreation and natural resource preservation purposes, and,
 - b. any parkway, zoological or horticultural garden, recreation open space, lake or other waters, golf course, swimming pool, athletic fields, trails and pathways.
- 1.4.10 Preliminary License Approval:** OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
- 1.4.11 Residential Treatment Facility:** As defined under Minn. Stat. 245.462 subd. 23.
- 1.4.12 Retail Registration:** An approved registration issued by the County to a state-licensed cannabis retail business or lower-potency hemp edible retailer.
- 1.4.13 School:** A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
- 1.4.14 State License:** An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis business or hemp business.

1.5 Enforcement

1.5.1 The County Auditor Treasurer is responsible for the administration and compliance with this Ordinance and the applicable law. The Sheriff, Public Health and other designated staff are responsible for enforcement of this Ordinance. The County Auditor Treasurer will work with the Land Services Department, Public Health Department, Sheriff's Office and the local government units that have delegated cannabis retail registration authority to the County to verify compliance with applicable law and ordinances.

1.5.2 Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5.3 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the County may impose a civil penalty, as specified in the County's Fee Schedule, for cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hemp edible retailer that make a sale to a customer or patient without a valid retail registration with the County and a valid license with any applicable endorsement from the office. The penalty may not exceed \$2,000 dollars.

(A) For a first violation within a 48-month time period, a \$1,000.00 civil penalty.

(B) For a second violation within a 48-month time period, a \$2,000.00 civil penalty.

(C) Any cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hemp edible retailer that make a sale to a customer or patient without a valid retail registration with a local unit of government or a valid license will be prohibited from registering in the County for a two-year period after the last violation.

1.5.3.1 Appeal Process for Civil Penalty

(A) Upon the issuance of a civil penalty, the licensee shall be sent a notice of civil penalty and informed of the licensee's right to appeal. Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of the licensee's right to be heard on the accusation.

(B) **Hearings.** If a licensee is accused of violating 1.5.3 of this ordinance so requests, a hearing shall be scheduled, the time and place of which shall be and provided to the accused violator. The accused licensee must pay the administrative penalty, or request a hearing, in writing, within 30 days of the date the citation was issued. A written request for a hearing shall be made to the Benton County Auditor Treasurer. A hearing fee shall be required as established in the County's fee schedule. If an outside party is

used as the hearing officer, the licensee shall be responsible for the cost of hearing officer, which will be required to be paid prior to the hearing as a hearing officer fee. Failure to pay the fees will act as waiver of the appeal and right to the hearing. If the violation is sustained, the County will retain the fees and costs associated with the hearing officer. If the violation is reversed, the costs shall be refunded to the licensee.

- (C) **Hearing Committee.** The County Board shall appoint a hearing committee or hearing officer, who shall have the authority to review all facts relevant to the alleged violation and the penalty imposed, and sustain, reverse or modify the penalty imposed by the County Board or County official.
- (D) **Decision.** The hearing committee or hearing officer's decision, along with the officer's or committee's reasons for supporting the violation and the penalty to be imposed shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred, such findings shall be recorded and a copy provided to the accused violator.
- (E) **Appeals.** Appeals of any violation and penalty decision made by the hearing committee shall be filed in the Seventh Judicial District Court for Benton County.
- (F) **Continued Violation.** Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

Section 2. Registration of Cannabis Businesses and Low-Potency Hemp Edible Retailer

2.1 Consent to registering of Cannabis Retail Businesses and Low-Potency Hemp Edible Retailer.

No individual or entity may operate a state-licensed cannabis retail business or a low-potency hemp edible retail business within the County without first registering the retail location with the County. A retail registration issued under this Ordinance is valid for one retail location and may not be transferred to another licensee.

Any state-licensed cannabis retail business or a low-potency hemp edible retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation pursuant to Section 1.5.3.

Notwithstanding the foregoing provisions, the State shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration or lower-potency hemp edible retailer, the County shall conduct a preliminary compliance check to ensure compliance

with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, County shall certify on a form provided by OCM whether a proposed cannabis retail business or lower-potency hemp edible retailer, complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code. State license applications will be routed to the Land Services Department. If the County is not the zoning, building code or fire code authority, the Land Services Department will route State license applications to the appropriate local government unit for verification of zoning, building code or fire code compliance.

The County Auditor Treasurer will notify the appropriate local unit of government of a State license application it receives.

2.3 Registration & Application Procedure

2.3.1 Fees.

County shall not charge an application fee.

A registration fee, as established in County's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by the County shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Registration Application Submittal.

The County shall issue a retail registration to a state-licensed cannabis retail business or lower-potency hemp edible retailer that adheres to the requirements of Minn. Stat. 342.22. Applications will be considered on a first come first served basis and to be considered it must be a complete application.

- (A) An applicant for a retail registration shall fill out a registration application form, as provided by the County. Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;

- ii. Address, email address, and telephone number of the applicant;
 - iii. The address and parcel ID for the property which the retail registration is sought;
 - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- (B) The applicant shall include with the form:
- i. the registration fee as required in Section 2.3.1;
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
 - iii. Proof that the real property location of the cannabis retail business or lower-potency hemp edible retailer has paid all real property taxes.
- (C) Once an application is considered complete, the County Auditor Treasurer or staff shall inform the applicant as such, process the registration fees, and forward the application to the County Auditor Treasurer for approval or denial.
- (D) If a state issued license is suspended or revoked, the registration will be revoked or suspended.
- (E) The registration fee shall be non-refundable once processed.

2.3.3 Application Approval

- (A) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- (B) A state-licensed cannabis retail business or lower-potency hemp edible retail business registration application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business or lower-potency hemp edible retail business registration application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The County shall complete at a minimum one compliance check per calendar year of every cannabis retail business location or lower-potency hemp edible retail business location to assess if the business meets:

- (A) Age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.46,
- (B) Minn. Stat. 342.24, and

(C) Requirements of this Ordinance.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A state-licensed cannabis retail business or lower-potency hemp edible retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of County.

2.4 Renewal of Registration

The County shall renew an annual registration of a state-licensed cannabis retail business or lower-potency hemp edible retail business at the same time OCM renews the cannabis retail business' license or lower-potency hemp edible retail business' license.

A state-licensed cannabis retail business or lower-potency hemp edible retail business shall apply to renew registration on a form established by the County.

A cannabis retail business or lower-potency hemp edible retail business registration issued under this ordinance shall not be transferred.

2.4.1 Renewal Fees.

The County may charge a renewal fee for the registration starting at the second renewal, as established in the County's fee schedule. The renewal fee is nonrefundable.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- (A) Items required under Section 2.3.2 of this Ordinance.

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The County may suspend a cannabis retail business' registration or lower-potency hemp edible retail business' registration if it violates the ordinance of the County or poses an immediate threat to the health or safety of the public. The County

shall immediately notify the cannabis retail business or lower-potency hemp edible retail business in writing the grounds for the suspension.

2.5.1.1 Violations

- a. First violation within a 48-month period is a warning letter. Failure to cure the violation within the specified timeframe in the warning letter will be considered a second violation.
- b. Second violation within a 48-month period is a 3-day suspension or until the violation is cured, whichever is later.
- c. Third violation within a 48-month period is a 10-day suspension or until the violation is cured, whichever is later.
- d. Any additional violation after a third violation within a 48-month period will result in a 30-day suspension.
- e. If a violation is deemed an imminent threat to health and safety, a suspension of up to 30 days may be issued on the first violation as determined by the enforcement agent.

2.5.2 Notification to OCM.

The County shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the County and cannabis business retailer or lower-potency hemp edible retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

The suspension of a cannabis retail business registration or lower-potency hemp edible retail registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The County may reinstate a registration if it determines that the violations have been resolved.

The County shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.6 Limiting of Registrations

The County shall limit the number of cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement to no fewer than one registration for a retail location for every 12,500 residents within the area the County is delegated to register cannabis retail businesses.

The County shall limit the number of cannabis retailers, cannabis mezzobusinesses with

a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement to four (4) retail location registrations within the area the County is delegated to register cannabis retail businesses. This limit shall be subject to an increase if growth in the residential population within the area the County is delegated to register cannabis retail businesses requires an increase of the limit to meet the statutory requirement of one retail location for every 12,500 residents.

This subsection does not apply to lower-potency hemp edible retail businesses, medical combination businesses operating a retail location, or municipal cannabis retail businesses within Benton County, and registrations for these businesses are not included the calculations for registration limits.

Section 3. Time, Place and Manner of Operations Requirements

3.1 Place: Minimum Buffer Requirements

The minimum buffer shall be measured in a straight line from the closest point of the property line of the parcel upon which the cannabis businesses is located to the property line of the parcel from which it must be distanced.

3.1.1 Areas Outside of Cities

The County shall prohibit the operation of a cannabis business within 1,000 feet of a school.

The County shall prohibit the operation of a cannabis business within 500 feet of a day care.

The County shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.

The County shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors moves within the minimum buffer zone.

3.1.2 Areas in Cities

The County shall prohibit the operation of a cannabis retail business within 1,000 feet of a school.

The County shall prohibit the operation of a cannabis retail business within 500 feet of a day care.

The County shall prohibit the operation of a cannabis retail business within 500 feet of a residential treatment facility.

The County shall prohibit the operation of a cannabis retail business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis retail business or a cannabis retail business seeking registration from continuing operation at the same site if a school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors moves within the minimum buffer zone.

3.2 Manner of Operations

3.2.1 Cannabis Retail Businesses will comply with the Operational Requirements outlined in Minn. Stat. Ch. 342, including but not limited to sections 342.24, 342.27, and 342.32, the Benton County Development Code, Ordinance #477, Benton County Solid Waste Ordinance #471 and other applicable law, as may be amended from time to time.

3.2.2 Cannabis Retail Businesses with a license or endorsement authorizing retail sales are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products to individuals over the age of 21 unless the individual is enrolled in the Registry Program and the cannabis business holds a medical cannabis retail endorsement.

3.3 Time: Hours of Operation

Cannabis businesses with a license or endorsement authorizing retail sales are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10 a.m. and 10 p.m.

Section 4. Temporary Cannabis Events

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A permit is required to be issued and approved by County prior to holding a Temporary Cannabis Event, "Event." Additional permits and licenses may be required by law from other County Departments or Offices.

4.1.2 Registration & Application Procedure

A permit application fee, as established in County's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

4.1.3 Application Submittal & Review.

The County shall require an application for Temporary Cannabis Events Permit.

- (A) An applicant for an Event permit shall fill out an application form, as provided by the County. Said form shall include, but is not limited to:
- i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the owner and

- applicant;
- iii. The address and legal description of all property upon which the Event is to be held;
 - iv. The applicant shall provide proof of ownership of all property upon which the Event is to be held or provide a notarized statement made upon oath or affirmation by the owner(s) of record of all such property that the applicant has permission to use such property for the purpose of holding an Event;
 - v. The application shall be signed by both the applicant or applicants and the property owner(s) of record.
 - vi. the plans for providing toilet and lavatory facilities including the number, location, type, and means of disposing of waste deposited;
 - vii. the plans for holding, collection, and disposing of solid waste material;
 - viii. the plans to provide for medical facilities including the location and construction of a medical structure, the names and addresses and hours of availability of medical personnel;
 - ix. the plans for parking vehicles including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots;
 - x. the plans for security including the number of licensed security personnel, their deployment at the event site, and the staffing levels of licensed security present during the hours of the event operation. If the event hires individuals as employees or independent contractors to provide security, the applicant must provide their names, addresses, and credentials. If the event obtains licensed security personnel from a security contractor, the applicant must provide the name, address, and telephone number for the contractor and the name and telephone number of the person supervising these licensed security personnel;
 - xi. the plans for area traffic control for egress from and exit onto public roads or highways;
 - xii. a scale diagram depicting the location of the facilities listed in this section.
 - xiii. A copy of the Cannabis Event Organizer State License

(B) The permit applicant shall include with the form:

- i. the permit application fee as required in (Section 4.1.2);
- ii. a copy of the OCM cannabis event organizer license application, submitted pursuant to 342.39 subd. 2.

(C) A complete application for an Event permit shall be made in writing to the Board of County Commissioners of Benton County at least 60 days in advance of such event. The application shall be made on forms provided by the Benton County Auditor Treasurer. Upon receipt of the complete application, the Benton County Auditor Treasurer shall inform the

applicant that the application is complete, process the application fee, and forward the application to the clerk of the town board of the township where the Event is to take place, as well as to the Benton County Sheriff, Land Services Director, Public Works Director and Public Health Director. If an applicant foresees issues with the application process, applicant is encouraged to submit the application far in advance of the 60 days for processing. If an incomplete application is submitted, it will be returned to the applicant within 10 business days. It is the applicant's responsibility to submit a timely and complete application.

(D) The permit application fee shall be non-refundable once processed.

(E) The Event permit application shall meet the following standards:

- i. No permit shall be granted to any person for whom any taxes, assessments or other financial claims of the County are delinquent and unpaid, nor shall any permit be granted for an Event held on any premises on which taxes, assessments or other financial claims of the County are delinquent and unpaid.
- ii. No permit shall be granted for an event that does not comply with section 3.1.1 of this Ordinance.
- iii. The Benton County Auditor Treasurer or staff will inspect the Event 24 hours prior to the event to confirm the applicant's compliance with the applicant's submitted written plan. If the event is not set up in conformance or the requirements of the law are not met, the Benton County Auditor Treasurer will suspend the permit and submit the matter to the Benton County Board of Commissioners.
- iv. The permit may be revoked by the Board of County Commissioners of Benton County at any time after notice and opportunity to be heard is provided to the permittee, contact person or property owner if;
 - a. Any of the conditions necessary for the issuing of or contained in the permit are not complied with, or if any conditions previously met ceases to be complied with; or
 - b. Any condition previously met ceases to be complied with; or
 - c. Any other provision of this ordinance is violated; or
 - d. Any of the information supplied in the application for license or accompanying documentation is false or misleading.

If the Board of Commissioners finds that the permittee or the permittee's agents knowingly violated the terms and conditions upon which a license was granted, the Board shall have the authority to impose a revocation period of up to 3 years upon the permittee. During this revocation period, the permittee shall be ineligible to obtain an Event permit under this ordinance.

If during the course of the Event for which a permit has been granted hereunder it appears in the judgement of the Benton County Sheriff that there exists an imminent danger of the outbreak of violence, riot or other calamity, or if there are threats or acts of terrorism, threatening the physical health or safety of those in attendance at the assembly, or residents of the community in which the assembly is held, the Sheriff shall be empowered to take whatever action the Sheriff deems such action necessary. Any such suspension by the Sheriff shall be effective immediately and a hearing thereon shall be held before the Board at the earliest opportunity. In the event the Board deems such suspension improper, the permit shall be reinstated, or the permit application fee refunded, whichever action the licensee requests.

- (G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.
- (H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The County shall notify the applicant of the standards not met and basis for denial.
- (I) Temporary cannabis events shall not be held at public parks or located within a residential district as defined by the Benton County Development Code, Ordinance No. 477, as amended from time to time.
- (J) Temporary cannabis events shall only be held between the hours of 10 a.m. and 10 p.m.

4.1.4 Operation

4.1.4.1 No tobacco or alcohol shall be allowed at the Event.

4.1.4.2 No camping is allowed at the Event.

4.1.4.3 Retailers shall remove the cannabis product, cannabis concentrate, immature cannabis plants and seedlings, cannabis flower, lower-potency hemp edibles, hemp derived consumer products, and other products authorized by law to a consumer and not for the purpose of resale in any form each day after the close of the Event for the day.

4.1.4.4 The permittee and permittee's agents shall maintain the assembly premises and facilities in a clean, orderly and sanitary condition at all times. The permittee shall be responsible for leaving the premises in a clean, orderly and sanitary condition after the conclusion of the Event.

- 4.1.4.5 No animals shall be permitted on any grounds or facilities except for service animals as provided in Minn. Stat. Ch. 363A. and police dogs under the supervision of licensed peace officers while on duty.
- 4.1.4.6 No fires of any kind shall be permitted on the premises or facilities.
- 4.1.4.7 The Event site shall be enclosed by a fence or barrier (sufficient to prevent ingress or egress except at established gates) completely enclosing the proposed location of sufficient height and strength to prevent people in excess of the maximum permissible number from gaining access to the Event grounds, which shall have sufficient entrances and exits to allow easy movement into and out of the Event grounds and provide traffic control onto established public road systems.
- 4.1.4.8 No onsite consumption is allowed.
- 4.1.4.9 Potable water, meeting all federal and state requirements for sanitary quality, sufficient to provide drinking water for the maximum number of people to be gathered at the rate of at least one gallon per person per day.
- 4.1.4.10 The site shall contain no less than four separate enclosed toilets meeting all state and local specifications, conveniently located throughout the grounds, sufficient to provide facilities for the maximum number of people to be gathered, in accordance with the Minnesota State Board of Health Regulations and Standards. At least two toilets shall be handicap accessible. Based on attendance estimates, the County may require additional facilities.
- 4.1.4.11 The applicant shall maintain the premises in a neat and orderly manner and shall provide a sanitary method of disposing of solid waste which shall comply with Benton County Ordinance 477 and Benton County Ordinance 471, or successor ordinances. The method of disposal shall be designed to be of sufficient size to contain the solid waste production of the maximum number of people to be gathered. The applicant shall submit a written plan to the Benton County Land Services Department, Planning and Zoning for holding, collecting, and removal of all such waste by a licensed hauler at least once each day of the Event, and sufficient trash containers and personnel to perform these tasks. The County shall retain the right to increase the Permitted Premises' solid waste disposal capacity requirement as deemed appropriate. In addition, the applicant shall provide recycling containers for recyclable materials that may be generated at the event.

- 4.1.4.12 The applicant shall provide emergency medical services throughout the hours of the event. A written emergency medical plan is required to address emergency or significant medical problems. The plan should include the name of the health service provider, licensing information and the number of facilities with a listing of emergency equipment on site. Local hospitals and ambulance services shall be notified of the event in writing at least 30 days in advance with the number of estimated attendees. At a minimum, the site shall contain a covered structure, which may include a tent or trailer, attended by at least one medical personnel. The tent shall be heated and/or air conditioned. The tent shall have at least one defibrillator. The medical services plan shall be reviewed by Public Health Director, and the applicant shall amend the medical services plan in accordance with CHS Administrator's recommendations.
- 4.1.4.13 A free off-road parking area sufficient to provide parking space for the maximum number of people to be gathered at the rate of at least one parking space for every four persons shall be available at the site.
- 4.1.4.14 If a roadway will be used for more than ingress or egress to the Event and there will be an anticipated disruption in traffic which may include a partial closure or full closure of a public right-of-way, applicant will be required to obtain permission from the proper right-of-way authority for use of the public right of way in accordance to Minnesota Statutes and regulations and ordinances. Applicant will be required to submit to the Board a resolution adopted by the proper right-of-way authority or, when required, a permit from the proper right-of-way authority.
- 4.1.4.15 All security personnel hired or contracted for shall be at least 21 years of age and present on the licensed event premises at all times that cannabis plants, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products are available for sale or consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products is allowed. The security personnel shall not consume cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products for at least 24 hours before the event or during the event.
- 4.1.4.16 Security and traffic controls which will meet the requirements of local authorities and the Minnesota Department of Public Safety. Such controls shall be approved by the Benton County Sheriff's Office.

- 4.1.4.17 An applicant may be required to increase the amount of licensed security personnel if the Sheriff recommends an increase in personnel.
- 4.1.4.18 Telephone service shall be available to medical and security personnel at the Event site to enable these persons to contact the appropriate authorities in case of an emergency.
- 4.1.4.19 The licensee shall provide fire alarms, extinguishing devices and fire lanes sufficient to meet all applicable state and local regulations which are in effect or may be set forth by Benton County; and sufficient emergency personnel to efficiently operate the required equipment will be provided by the sponsor (compliance will be determined by appropriate local fire chief). Applicant shall notify the local fire chief of the Event 30 days prior to the event;
- 4.1.4.20 All food service must comply with the requirements of the Minnesota Department of Health, law, rules, regulations, and ordinances as amended from time to time. At the time of inspection, a list of special event food and beverage stands operated in compliance with the Minnesota Food Code, as evidenced by a current license by the Minnesota Department of Health and liquor license shall be provided to Benton County Staff;
- 4.1.4.21 At the time of inspection, a list of vendors who will be allowed to sell their products at the Event or who will be anticipated to participate at the Event and a description of those products shall be provided to Benton County Staff;
- 4.1.4.22 All Event facilities, sanitary facilities, medical facilities, parking areas, fences and required safety equipment must be in place and ready for inspection at least 24 hours prior to the scheduled commencement of the Event. The site and facilities must be inspected by representatives of the Benton County Land Services Department Planning and Zoning, Sheriff's Office, Public Health Department, and Public Works Department prior to the commencement of the Event to insure that all requirements of this ordinance are complied with.
- 4.1.4.23 The permittee will comply with Benton County's All Hazards Plan.
- 4.1.4.24 The Event site and facilities shall at all times be maintained in accordance with the permit provisions.

4.1.4.25 Any and all signs placed or erected in connection with the Event shall comply with the requirements of the Benton County Development Code and other applicable law.

4.1.4.26 All premises for which a permit has been granted shall at all times be open to inspection by the County to ensure compliance with the terms and conditions of any permit issued under this Ordinance. It is unlawful for any permittee, or any agent or employee to hinder or prevent any inspection.

4.1.4.27 Applicant shall maintain adequate records verifying compliance with the requirements of this ordinance and shall make the records available for inspection upon request by Benton County staff or representatives.

Section 5. Lower-Potency Hemp Edibles

5.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within Minnesota Statute Chapter 342 and this Section.

5.2 Additional Standards

5.2.1 Sales within Municipal Liquor Store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

5.2.2 Age Requirements.

The sale of Low-Potency Edibles is permitted only in places that admit persons 21 years of age or older.

5.2.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

5.2.4 Storage of Product.

Low-Potency Edibles shall be sold behind a counter and stored in a locked case.

Section 6. Local Government as a Cannabis Retailer

County may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

County shall be subject to all same rental license requirements and procedures applicable to all other applicants.

From: [Mark Pappenfus](#)
To: [Sarah Brunn](#)
Subject: Fire Dept. Chev Pickup Truck Purchase Approval
Date: Thursday, November 7, 2024 9:15:43 PM
Attachments: [FFD 2025 Chev Silverado Spec & Quote - Murphy Chev.pdf](#)
[FFD 2025 Chev Silverado Spec & Quote - Country Chev.pdf](#)

Sarah,

Attached are 2 quotes for the City Council Packet for the purchase of a 2025 Chevrolet ¾ ton Pickup for the Fire Department to be used as a Utility Truck. This purchase was previously discussed with the City Council at a meeting a couple months ago. I would like to recommend purchasing this truck from Murphy Chevrolet for a price of \$56,350.00. This purchase price will be reimbursed to the City of Foley Fire Fund from the Foley Firefighter's Relief Association per our previous discussions. The City of Foley (Fire Fund) will be responsible for any additional costs in equipping this truck; Emergency Warning Lights, Decals, etc.

Council Members can contact me with any questions prior to our Meeting.

Thanks, Mark

Mark Pappenfus
Foley Fire Chief



Murphy Chevrolet

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	\$52,135.20	\$55,700.00
Total Options	\$5,237.05	\$5,755.00
Vehicle Subtotal	\$57,372.25	\$61,455.00
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$59,367.25	\$63,450.00

Disc. -5000
 Fleet - 2100

 \$ 56,350

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Data Version: 23833. Data Updated: Oct 31, 2024 6:44:00 PM PDT.



Murphy Chevrolet

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK20743	2025 Chevrolet Silverado 2500HD 4WD Crew Cab 159" LT	\$52,135.20	\$55,700.00

COLORS

CODE	DESCRIPTION
G7C	Red Hot

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
JGH	GVWR, 10,850 lbs. (4921 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels.)	0.00 lbs	0.00 lbs	Inc.	Inc.

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AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
PYV	Wheels, 18" (45.7 cm) machined aluminum with Silver painted accents, 6-spoke (Included with (PDZ) Z71 Off-Road and Protection Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
QF6	Tires, LT275/70R18E all-terrain, blackwall (Not available with (ZW9) pickup bed delete. Included with (PDZ) Z71 Off-Road and Protection Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (Included with (ANQ) Alaskan Snow Plow Special Edition. Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires or (QF9) LT275/65R20 all-terrain, blackwall tires with (E63) Durabed, pickup bed. Included when (QFG) LT275/65R20 blackwall off-road tires are ordered without (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.	Inc.

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PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
G7C	Red Hot	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
A50	Seats, front bucket with center console, for Crew Cab and Double Cab models (Requires (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	\$596.05	\$655.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
H0Y	Jet Black, Leather-appointed front outboard seat trim (Requires (CXH) Leather Package.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
—	Option/package discount (Requires (PDA) Texas Edition, (PDU) All Star Edition, (PDZ) Z71 Off-Road and Protection Package or (PCQ) Duramax and Appearance Package.) *DISCOUNT*	0.00 lbs	0.00 lbs	(\$455.00)	(\$500.00)

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ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) Theft Deterrent System and (C49) rear-window defogger (Requires (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	\$477.75	\$525.00
CXH	Leather Package (Requires Crew Cab or Double Cab model, (PCL) LT Convenience Package I, (PCM) Convenience Package II and (HVC) Gideon/Very Dark Atmosphere or (H0Y) Jet Black leather-appointed interior trim. Includes (SNR) Up-level Rear Seat with Storage Package.)	0.00 lbs	0.00 lbs	\$896.35	\$985.00
PCL	Convenience Package includes (UF2) Cargo bed LED lighting, (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (N37) manual tilt/telescoping steering column, (T3U) LED fog lamps (Requires (ZM9) Heat Package and (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	\$896.35	\$985.00
PCM	Convenience Package II includes (PZ8) Hitch Guidance with Hitch View, (UET) Trailing App, (A48) rear sliding power window and (UG1) Universal Home Remote. (Requires (PCL) Convenience Package. Includes (R70) Cloth Rear Seat with Storage Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	\$514.15	\$565.00
PDZ	Z71 Off-Road and Protection Package includes (Z71) Off-Road suspension with off-road tuned twin tube shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan), (CGN) Chevytec spray-on bedliner, (AAK) All-weather Z71 floor liners, LPO, Z71 grille insert (replaces Bowtie emblem) and Z71 fender badge (replaces "4X4" decal on bed) (Requires Crew Cab or Double Cab model. Requires (WPQ) Protection Package. Includes (PYV) 18" machined aluminum wheels and (QF6) LT275/70R18E all-terrain, blackwall tires. (PYV) 18" machined aluminum wheels and (QF6) LT275/70R18E all-terrain, blackwall tires may be upgraded to (Q86) machined aluminum wheels and (QF9) LT275/65R20 all-terrain, blackwall tires.) *GROSS*	0.00 lbs	0.00 lbs	\$1,019.20	\$1,120.00
WPQ	Protection Package includes (CGN) Chevytec Spray-On Liner and (B1J) Rear Wheelhouse Liners (Requires (PDZ) Z71 Off-Road and Protection Package and (AAK) LPO, All-weather floor liner with Z71 logo.)	0.00 lbs	0.00 lbs	\$623.35	\$685.00

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Data Version: 23833. Data Updated: Oct 31, 2024 6:44:00 PM PDT.



Murphy Chevrolet

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan) (Requires 4WD model. Includes (QXT) LT265/70R17 all-terrain, blackwall tires and molded in color Black grille. Included with (PDZ) Z71 Off-Road and Protection Package. "4X4" decals on bed are replaced with "Z71" fender badge. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.	Inc.
ZM9	Heat Package includes (KA1) Heated driver and passenger seats and (KI3) Heated steering wheel (Requires (PCL) LT Convenience Package.)	0.00 lbs	0.00 lbs	\$364.00	\$400.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
B1J	Wheelhouse liners, rear (Included with (WPQ) Protection Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.	Inc.
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (PDZ) Z71 Off-Road and Protection Package, (WPK) Trail Boss Package, (WBL) Z71 Chrome Sport Edition, (Z6A) Gooseneck/5th Wheel Prep Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE) or (TCE), not available with any other Ship Thru code.)	0.00 lbs	0.00 lbs	Inc.	Inc.
QT6	Tailgate, gate function power up/down with power lock and release (Requires (PCM) Convenience Package II. Not available with (QK2) Multi-Flex tailgate.)	0.00 lbs	0.00 lbs	\$304.85	\$335.00
T3U	Fog lamps, front, LED (Included and only available with (PCL) Convenience Package. Available free flow with fleet or government sales order.)	0.00 lbs	0.00 lbs	Inc.	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCL) Convenience Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.	Inc.

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Murphy Chevrolet

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
A48	Window, power, rear sliding with rear defogger (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.	Inc.
BTV	Remote vehicle starter system (Included and only available with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
C49	Defogger, rear-window electric (Included with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
D07	Center Console, floor-mounted with cup holders, cell phone storage, power cord management, hanging file folder capability (Included and only available with (A50) bucket seats.)	0.00 lbs	0.00 lbs	Inc.	Inc.
K4C	Wireless Charging (Included and only available with (A50) bucket seats. Not compatible with all phones. Compliant batteries include Qi and PMA technologies. Reference Mobile devices manual to confirm what type of battery it uses.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KA1	Seating, heated driver and front outboard passenger (Included and only available with (ZM9) Heat Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet)	0.00 lbs	0.00 lbs	Inc.	Inc.
KI3	Steering wheel, heated (Included and only available with (ZM9) Heat Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KI4	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet)	0.00 lbs	0.00 lbs	\$0.00	\$0.00
N37	Steering column, manual tilt and telescoping (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
SNR	Seat, Up-level Rear with Storage Package 60/40 Split rear seat with center armrest, right, and left seat back storage, and under seat jack storage (Crew Cabs Only) Rear seat leather appointed (Included and only available with (CXH) Leather Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.

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Murphy Chevrolet

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

UBC	USB Ports, 2, Charge/Data ports located inside center console (Included and only available with (D07) Center Console.)	0.00 lbs	0.00 lbs	Inc.	Inc.
UBI	USB ports, rear, dual, charge-only	0.00 lbs	0.00 lbs	Inc.	Inc.
UG1	Universal Home Remote (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
PZ8	Hitch Guidance with Hitch View (Included and only available with (PCM) LT Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.	Inc.
UET	In-Vehicle Trailering App, System includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module (Included and only available with (PCM) Convenience Package II or (PQB) Safety Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
AAK	LPO, All-weather floor liners 1st and 2nd rows, (includes Z71 logo on front mats) (Requires Crew Cab or Double Cab model and (Z71) Z71 Off-Road Package. Included with (PDZ) Z71 Off-Road and Protection Package. Not available with (BG9) rubberized vinyl flooring or (RIA) All-weather floor liners, LPO. Replaces factory floor mats.)	0.00 lbs	0.00 lbs	Inc.	Inc.

Options Total	0.00 lbs	0.00 lbs	\$5,237.05	\$5,755.00
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Murphy Chevrolet

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT

MSRP:\$55,700.00

Interior:Jet Black, Leather-appointed front outboard seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CK20743	[Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT	\$55,700.00
OPTIONS		
1LT	LT Preferred Equipment Group	\$0.00
A2X	Seat adjuster, driver 10-way power	Inc.
A48	Window, power, rear sliding	Inc.
A50	Seats, front bucket	\$655.00
AAK	LPO, All-weather floor liners	Inc.
B1J	Wheelhouse liners, rear	Inc.
B59	Remote Start Package	\$525.00
BTV	Remote vehicle starter system	Inc.
C49	Defogger, rear-window electric	Inc.
CGN	Chevytec spray-on bedliner	Inc.
CJ2	Air conditioning, dual-zone automatic climate control	Inc.
CXH	Leather Package	\$985.00
D07	Center Console, floor-mounted	Inc.
FE9	Emissions, Federal requirements	\$0.00
G7C	Red Hot	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H0Y	Jet Black, Leather-appointed front outboard seat trim	\$0.00
IOK	Audio system, Chevrolet Infotainment 3 Premium system	\$0.00

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Murphy Chevrolet

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

JGH	GVWR, 10,850 lbs. (4921 kg)	Inc.	
JHD	Hill Descent Control	Inc.	
K4C	Wireless Charging	Inc.	
KA1	Seating, heated driver and front outboard passenger	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI3	Steering wheel, heated	Inc.	
KI4	Power outlet, interior, 120-volt		\$0.00
L8T	Engine, 6.6L V8		\$0.00
MKM	Transmission, Allison 10-Speed automatic		\$0.00
N37	Steering column, manual tilt and telescoping	Inc.	
NZZ	Skid Plates	Inc.	
PCL	Convenience Package		\$985.00
PCM	Convenience Package II		\$565.00
PDZ	Z71 Off-Road and Protection Package		\$1,120.00
PYV	Wheels, 18" (45.7 cm) machined aluminum	Inc.	
PZ8	Hitch Guidance with Hitch View	Inc.	
QF6	Tires, LT275/70R18E all-terrain, blackwall	Inc.	
QT6	Tailgate, gate function power up/down		\$335.00
SNR	Seat, Up-level Rear with Storage Package	Inc.	
T3U	Fog lamps, front, LED	Inc.	
UBC	USB Ports, 2, Charge/Data ports located inside center console	Inc.	
UBI	USB ports, rear, dual, charge-only	Inc.	
UET	In-Vehicle Trailering App, System	Inc.	
UF2	LED Cargo Area Lighting	Inc.	
UG1	Universal Home Remote	Inc.	
UTJ	Theft-deterrent system, unauthorized entry	Inc.	
WPQ	Protection Package		\$685.00
Z71	Z71 Off-Road Package	Inc.	
ZM9	Heat Package		\$400.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall	Inc.	
---	Option/package discount		(\$500.00)

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Murphy Chevrolet

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

	Suspension, Off-Road	Inc.
<hr/>		
	SUBTOTAL	\$61,455.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,995.00
	TOTAL PRICE	\$63,450.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Country Chevrolet
Pat Francis

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$55,700.00
Total Options	\$5,755.00
Vehicle Subtotal	\$61,455.00
Destination Charge	\$1,995.00
Grand Total	\$63,450.00

Dealer Discount - 4700
Fleet Incentive - 2100

56,650
Plus tax & plates
order out

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Data Version: 23884. Data Updated: Nov 6, 2024 6:45:00 PM PST.



Country Chevrolet
Pat Francis

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20743	2025 Chevrolet Silverado 2500HD 4WD Crew Cab 159" LT	\$55,700.00

COLORS

CODE	DESCRIPTION
G7C	Red Hot

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JGH	GVWR, 10,850 lbs. (4921 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels.)	0.00 lbs	0.00 lbs	Inc.

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Country Chevrolet

Pat Francis

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYV	Wheels, 18" (45.7 cm) machined aluminum with Silver painted accents, 6-spoke (Included with (PDZ) Z71 Off-Road and Protection Package.)	0.00 lbs	0.00 lbs	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QF6	Tires, LT275/70R18E all-terrain, blackwall (Not available with (ZW9) pickup bed delete. Included with (PDZ) Z71 Off-Road and Protection Package.)	0.00 lbs	0.00 lbs	Inc.

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (Included with (ANQ) Alaskan Snow Plow Special Edition. Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires or (QF9) LT275/65R20 all-terrain, blackwall tires with (E63) Durabed, pickup bed. Included when (QFG) LT275/65R20 blackwall off-road tires are ordered without (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
G7C	Red Hot	0.00 lbs	0.00 lbs	\$0.00

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Country Chevrolet
Pat Francis

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A50	Seats, front bucket with center console, for Crew Cab and Double Cab models (Requires (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	\$655.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0Y	Jet Black, Leather-appointed front outboard seat trim (Requires (CXH) Leather Package.)	0.00 lbs	0.00 lbs	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	0.00 lbs	0.00 lbs	\$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Option/package discount (Requires (PDA) Texas Edition, (PDU) All Star Edition, (PDZ) Z71 Off-Road and Protection Package or (PCQ) Duramax and Appearance Package.) *DISCOUNT*	0.00 lbs	0.00 lbs	(\$500.00)

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Country Chevrolet
Pat Francis

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) Theft Deterrent System and (C49) rear-window defogger (Requires (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	\$525.00
CXH	Leather Package (Requires Crew Cab or Double Cab model, (PCL) LT Convenience Package I, (PCM) Convenience Package II and (HVC) Gideon/Very Dark Atmosphere or (H0Y) Jet Black leather-appointed interior trim. Includes (SNR) Up-level Rear Seat with Storage Package.)	0.00 lbs	0.00 lbs	\$985.00
PCL	Convenience Package includes (UF2) Cargo bed LED lighting, (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (N37) manual tilt/telescoping steering column, (T3U) LED fog lamps (Requires (ZM9) Heat Package and (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	\$985.00
PCM	Convenience Package II includes (PZ8) Hitch Guidance with Hitch View, (UET) Trailering App, (A48) rear sliding power window and (UG1) Universal Home Remote. (Requires (PCL) Convenience Package. Includes (R7O) Cloth Rear Seat with Storage Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	\$565.00
PDZ	Z71 Off-Road and Protection Package includes (Z71) Off-Road suspension with off-road tuned twin tube shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan), (CGN) Chevytec spray-on bedliner, (AAK) All-weather Z71 floor liners, LPO, Z71 grille insert (replaces Bowtie emblem) and Z71 fender badge (replaces "4X4" decal on bed) (Requires Crew Cab or Double Cab model. Requires (WPQ) Protection Package. Includes (PYV) 18" machined aluminum wheels and (QF6) LT275/70R18E all-terrain, blackwall tires. (PYV) 18" machined aluminum wheels and (QF6) LT275/70R18E all-terrain, blackwall tires may be upgraded to (Q86) machined aluminum wheels and (QF9) LT275/65R20 all-terrain, blackwall tires.) *GROSS*	0.00 lbs	0.00 lbs	\$1,120.00
WPQ	Protection Package includes (CGN) Chevytec Spray-On Liner and (B1J) Rear Wheelhouse Liners (Requires (PDZ) Z71 Off-Road and Protection Package and (AAK) LPO, All-weather floor liner with Z71 logo.)	0.00 lbs	0.00 lbs	\$685.00
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan) (Requires 4WD model. Includes (QXT) LT265/70R17 all-terrain, blackwall tires and molded in color Black grille. Included with (PDZ) Z71 Off-Road and Protection Package. "4X4" decals on bed are replaced with "Z71" fender badge. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.

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Data Version: 23884. Data Updated: Nov 6, 2024 6:45:00 PM PST.



Country Chevrolet
Pat Francis

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

ZM9	Heat Package includes (KA1) Heated driver and passenger seats and (K13) Heated steering wheel (Requires (PCL) LT Convenience Package.)	0.00 lbs	0.00 lbs	\$400.00
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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B1J	Wheelhouse liners, rear (Included with (WPQ) Protection Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (PDZ) Z71 Off-Road and Protection Package, (WPK) Trail Boss Package, (WBL) Z71 Chrome Sport Edition, (Z6A) Gooseneck/5th Wheel Prep Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE) or (TCE), not available with any other Ship Thru code.)	0.00 lbs	0.00 lbs	Inc.
QT6	Tailgate, gate function power up/down with power lock and release (Requires (PCM) Convenience Package II. Not available with (QK2) Multi-Flex tailgate.)	0.00 lbs	0.00 lbs	\$335.00
T3U	Fog lamps, front, LED (Included and only available with (PCL) Convenience Package. Available free flow with fleet or government sales order.)	0.00 lbs	0.00 lbs	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCL) Convenience Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.

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Country Chevrolet

Pat Francis

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
A48	Window, power, rear sliding with rear defogger (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.
BTV	Remote vehicle starter system (Included and only available with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
C49	Defogger, rear-window electric (Included with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
D07	Center Console, floor-mounted with cup holders, cell phone storage, power cord management, hanging file folder capability (Included and only available with (A50) bucket seats.)	0.00 lbs	0.00 lbs	Inc.
K4C	Wireless Charging (Included and only available with (A50) bucket seats. Not compatible with all phones. Compliant batteries include Qi and PMA technologies. Reference Mobile devices manual to confirm what type of battery it uses.)	0.00 lbs	0.00 lbs	Inc.
KA1	Seating, heated driver and front outboard passenger (Included and only available with (ZM9) Heat Package.)	0.00 lbs	0.00 lbs	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet)	0.00 lbs	0.00 lbs	Inc.
KI3	Steering wheel, heated (Included and only available with (ZM9) Heat Package.)	0.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet)	0.00 lbs	0.00 lbs	\$0.00
N37	Steering column, manual tilt and telescoping (Included and only available with (PCL) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
SNR	Seat, Up-level Rear with Storage Package 60/40 Split rear seat with center armrest, right, and left seat back storage, and under seat jack storage (Crew Cabs Only) Rear seat leather appointed (Included and only available with (CXH) Leather Package.)	0.00 lbs	0.00 lbs	Inc.
UBC	USB Ports, 2, Charge/Data ports located inside center console (Included and only available with (D07) Center Console.)	0.00 lbs	0.00 lbs	Inc.
UBI	USB ports, rear, dual, charge-only	0.00 lbs	0.00 lbs	Inc.
UG1	Universal Home Remote (Included and only available with (PCM) Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.

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Country Chevrolet
Pat Francis

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
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ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PZ8	Hitch Guidance with Hitch View (Included and only available with (PCM) LT Convenience Package II.)	0.00 lbs	0.00 lbs	Inc.
UET	In-Vehicle Trailering App, System includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module (Included and only available with (PCM) Convenience Package II or (PQB) Safety Package.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AAK	LPO, All-weather floor liners 1st and 2nd rows, (includes Z71 logo on front mats) (Requires Crew Cab or Double Cab model and (Z71) Z71 Off-Road Package. Included with (PDZ) Z71 Off-Road and Protection Package. Not available with (BG9) rubberized vinyl flooring or (RIA) All-weather floor liners, LPO. Replaces factory floor mats.)	0.00 lbs	0.00 lbs	Inc.
Options Total		0.00 lbs	0.00 lbs	\$5,755.00

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2016 INTERNATIONAL DURASTAR 4300



USD **USD \$34,950**

Machine Location: 219 Dundas Rd Monticello, Minnesota 55362

Seller Information

Norland Truck Sales

Contact: Charlie Zajicek

Phone: (888) 912-2671

Monticello, Minnesota 55362

(888) 912-2671

Video Chat





[Hide Thumbnails](#)

Description

2016 International 4300 Chassis Cummins 6.7 ISB 250HP Allison 3000RDS With a PTO 165,949 Miles 33,000 GVWR 188" Cab to axle 255" WB 20' Frame behind cab Spring Ride New Drive tires Good steer tires Good Brakes Runs and drives great!

Specifications

Year	2016	Manufacturer	INTERNATIONAL
Model	DURASTAR 4300	Mileage	165,949 mi
Condition	Used	Odometer	Accurate / Verified
Engine Manufacturer	CUMMINS	Engine Model	ISB
Fuel Type	Diesel	Transmission	Automatic
Transmission Manufacturer	ALLISON	Transmission Type	Allison RDS
Drive	4x2	Suspension	Spring
Number of Rear Axles	Single	Gross Vehicle Weight Rating	Class 7: 26,001 - 33,000 pounds
Gross Vehicle Weight	33,000 lb	Front Axle Weight	12,000 lb
Rear Axle Weight	21,000 lb	Wheelbase	255 in
Cab-to-Axle Length	188 in	Cab-to-End of Frame Length	240 in
Drive Side	Left Hand Drive	Cab	Standard Cab

[Show As Paragraph](#)



219 Dundas Rd
Monticello, MN 55362

USED TRUCK INVOICE

SELL TO/SHIP TO:		ADDRESS					
City of Foley		251 4 th Ave. N.					
BUSINESS PHONE	OTHER PHONE	CITY		STATE	ZIP CODE	COUNTY	DATE
(320) 290-9186		Foley		MN	56329	Benton	11/6/2024
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2016	International	4300	Cab & Chassis		Charlie Zajicek	
STOCK NUMBER		COLOR		FINANCIAL SOURCE		SALES TYPE	
282090		White				Retail	
SERIAL NUMBERS/VIN		1HTMMM7GH282090					
PRICE OF VEHICLE(s)						\$34,950.00	

Mailing Address: PO Box 709, Foley, MN 56329

TRADE TERMS AGREEMENT APPLICABLE YES NO

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT				
YEAR	MAKE	MODEL	SUBTOTAL	\$34,950.00
			SALES TAX (6.875%)	\$2,402.81
SERIAL NUMBER		MILEAGE	REGISTRATION TAX	\$0.00
			DOCUMENT STORAGE FEE	\$100.00
BALANCE OWED TO		TRADE DIFFERENCE	OTHER FEES (SEE BOX ABOVE)	\$0.00
			FINAL PRICE	\$37,452.81
			LESS: TRADE-IN ALLOWANCE	NA
			LESS: BALANCE OWED ON TRADE-IN	NA
			TRADE-IN EQUITY	NA
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER	NA
			CASH DUE	\$37,452.81
PURCHASER'S CERTIFICATION			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash	\$37,452.81
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			READ ALL PAGES OF THIS ORDER	
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions and agree to be bound thereby. The terms and conditions printed on the front and second page represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.	
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.			THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.	
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.	
4. All Truck Orders are sold as is where is. No Warranty is expressed or implied by.			ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.	

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

Customer Initials _____

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer Norland Truck Sales, LLC d/b/a Norland Truck Sales identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby agrees that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.



November 4, 2024

Ms. Sarah A. Brunn, City Administrator
City of Foley
PO Box 709
Foley MN 56329

RE: Proposal for Water and Sewer Utility Rate Planning

Dear Ms. Brunn:

From our conversations, we understand that you care about a financially healthy and sustainable utility as part of your vision to continue providing services to users now and into the future. To accomplish this, it's important that your utility rates are set so that you are looking towards future success. Advanced Engineering and Environmental Services, LLC. (d/b/a "AE2S Nexus") proposes to complete a Water and Sewer Utility Rate Planning Analysis (Assignment) for the City of Foley, MN to provide this critical component of your utility plan.

Proposed Scope of Services

AE2S Nexus will assist the City of Foley in developing a 10-year rate plan for the Water and Sewer utilities based on forecasted operation/maintenance (O&M) and capital requirements. Specific tasks include:

1. **Sewer Rate Design** (estimated fee \$5,000)
 - 1.1 We will review the existing user rate approach (winter lock rate) and usage by user class over a 3-year period (2021-2024) to understand how users contribute flows to your sewer system. Combined with influent data, we will look to determine if structural changes to how you charge for service are warranted.
 - 1.2 This task will include a progress meeting for review of rate options.
2. **Sewer Rate Setting & Financial Plan** (estimated fee \$10,500)
 - 2.1 The project will create a 10-year financial plan for the utility starting in the year prior to connecting (and discharging) sewage to the City of St. Cloud. By projecting rate increases from this year forward, we will be able to provide a rate plan that generally minimizes rate shock (or large single year rate increases) if the projected revenue needs show an increase is needed. This will incorporate the planned capital improvements over the study time period.
 - 2.2 This task will include a progress meeting for review of the financial plan and resulting rate recommendations.
3. **Water Rate Design** (estimated fee \$7,500)
 - 3.1 Similar to the sewer rate design, we will review usage and user classes over a 3-year period to understand how system usage occurs. These results will then be used to determine if changes to your rate structure are recommended to more

equitably recoup costs. We will specifically evaluate what type of tiered rate would be appropriate given the usage on the system.

3.2 This task will include a progress meeting to review the Rate Design recommendations.

4. Water Rate Setting & Financial Plan (estimated fee \$9,500)

4.1 We will create a long-term financial plan for the water utility. The financial plan will target 2025-2035 through the same end-year as the sewer financial plan. To provide for a sustainable utility, the financial plan incorporates both the expected long-term capital projects currently on the City's Capital Improvement Plan, as well as reserving for the renewal and replacement of the City's current asset base. Rates will be recommended based on full cost recovery of the City's revenue requirements.

4.2 This task will include a progress meeting for review of the financial plan and resulting rate recommendations.

5. Documentation & Finalization (estimated fee \$6,000)

5.1 Final progress meeting with City staff to discuss results and recommendations;

5.2 Summary Memorandum documenting results and recommendations; and

5.3 Delivery of spreadsheets for City's use as budget and rate-setting tools.

Fees

AE2S Nexus proposes to render services on an hourly basis *not to exceed \$38,500 for time and expenses*. These fees are based on the proposed progress meetings being conducted virtually.

Performance Schedule

A project of this scope will generally take 6 months from start to final recommendations provided timely receipt of information required. We anticipate working with the City to identify a schedule that meets preliminary results by August of 2025 for the 2026 budgeting process.

Thank you for the opportunity to assist in this project and we look forward to working with you!

Sincerely,

AE2S Nexus



Ryan Graf

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN
THE CITY OF FOLEY, MINNESOTA
AND
NORTHLAND SECURITIES, INC.

FINANCIAL PLANNING SERVICES

This Agreement made and entered into by and between the City of Foley, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the City desires to use the services of NSI for financial planning for the City's Water Fund and Sewer Fund (together, the "Utilities"), including, review of user charges and rates and recommendation on potential tier structure for charging volume billed (hereinafter "Project").

WHEREAS, the Project is solely for financial planning and NSI is not providing advice on the timing, terms, structure, or similar matters related to a specific bond issue.

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

NSI will undertake the following Tasks:

1. Project Management Team (the "PMT") Kick-Off Meeting. NSI will meet with City staff to review project objectives, set meeting schedule, and confirm background data collected for the study.
2. Data Collection and Review. NSI will work with the City to collect from the City data and other information for the Utilities. The City has the responsibility for collecting and providing NSI with information needed to conduct the study. Information sought by NSI includes:
 - a. Annual financial statements for the Utilities for years 2022 and 2023.
 - b. Operating budget for the Utilities for year 2024 and preliminary or adopted year 2025, if available.
 - c. Prior year and current year adopted fee schedule for the Utilities.
 - d. Water and sewer system customer and volume data, including number of customers, by type, and quantity of water sold by customer classification for years 2022 and 2023.

- e. Plans for capital improvements for the Utilities for years 2025-2034 including type of improvements, estimated cost, funding source, and timing.
3. Model Preparation. Prepare financial model for the Utilities. NSI will prepare spreadsheets that model the unique characteristics of the City's utility systems. Pace of growth, as projected by the City, will be analyzed and assumptions for any estimated future growth defined. The model will be used to analyze and explain impact on proposed user charges and rates. The model will analyze changes in operating expenses, system usage (volumes), customers, capital improvements, and funding options.
4. Data Input and Assumption Development. NSI will input data into the model and develop assumptions to model revenue sufficiency and rate calculation for the Utilities.
5. Test Assumptions and Finalize Model. NSI will evaluate assumptions and finalize model in preparation for meeting with the PMT to review assumptions and preliminary results of the study.
6. PMT Check-in Meeting to Review Assumptions. NSI will meet with City staff to review preliminary results of the study, including revenue sufficiency and rate calculation for the Utilities.
7. Draft Report and Presentation Development. NSI will update model as needed based on staff input on assumptions. NSI will prepare a written report and presentation summarizing the information in the written report.
8. PMT Meeting to Review Draft Report and Presentation. NSI will meet with the PMT to review draft report and presentation and seek feedback from the PMT.
9. Update Model and Needed Based on PMT Feedback. NSI will update the model and then the draft report and presentation based on PMT feedback and any proposed changes to the assumptions.
10. Finalize Draft Report and Presentation and Submit to PMT. NSI will finalize the draft report and presentation and submit to PMT in preparation for the meeting with the City Council to present the results of the study.
11. Present Report at City Council Meeting. NSI will present the report to the City Council. The presentation as prepared by NSI will summarize the key information, including proposed fee schedule for the Utilities and other recommendations, for the City Council.
12. Deliverables to PMT. NSI will provide the City with a final report.

This scope of work includes three virtual meetings with City staff and one in-person meeting with the City Council to present the report and results of the study.

COMPENSATION

For the services specified, NSI will be paid an amount not to exceed \$5,225 for the Water Fund and \$5,225 for the Sewer Fund, as detailed in Exhibit A. The amount is based on the estimated number of hours required to complete these tasks billed at rate of \$275 per hour plus

reimbursable expenses for travel, printing, and mailing. NSI will bill the City monthly for actual services performed and reimbursable expenses.

The City may at its discretion authorize NSI to undertake additional related financial planning tasks beyond the Tasks listed above, including subsequent updates to the financial model. NSI will bill monthly for any additional services authorized at the discretion of the City at a rate of \$275 per hour.

Invoices will detail the work performed, requested compensation for the period and show amounts previously billed.

ASSIGNED NORTHLAND EMPLOYEE

The NSI employee responsible for providing services pursuant to this agreement and for the services performed is Tammy Omdal, Managing Director.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

DISCLAIMER

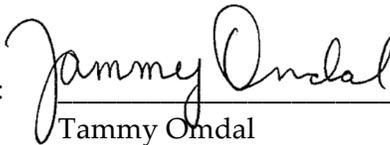
In performing service under this agreement, NSI is relying on the accuracy of information provided by the City and the services provided by Northland are based on current State Law. The parties agree that the Minnesota property tax system and other laws may change and may affect the accuracy and validity of services provided by NSI. NSI will perform its work using the best available information. The City recognizes and accepts that future property values, tax levies and tax rates may vary from the assumptions used by NSI and such changes may affect the work product produced and provided by NSI.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI. In the event of early termination by the City, NSI shall provide the City with an itemized hourly statement of services already provided. NSI shall bill all billable hours at the stated hourly rates should early termination occur.

Dated this ___ day of _____, 2024.

Northland Securities, Inc.

By: 

Tammy Omdal
Managing Director

City of Foley, Minnesota

By: _____

Exhibit A
City of Foley, MN
Financial Planning Services for Utility Rate Study Pursuant to Professional
Services Agreement
Details for Compensation

Scope of Work - Tasks	Actual Estimated Hours	Hourly Rate	Estimated Total Compensation
1 Project Management Team (PMT) Kick-Off Meeting	1.00	\$275.00	\$275.00
2 Data Collection and Review	2.00	\$275.00	\$550.00
3 Model preparation	4.00	\$275.00	\$1,100.00
4 Data Input and Assumption Development	5.00	\$275.00	\$1,375.00
5 Test Assumptions and Finalize Model	4.00	\$275.00	\$1,100.00
6 PMT Check-in Meeting to Review Assumptions	2.00	\$275.00	\$550.00
7 Draft Report and Presentation Development	8.00	\$275.00	\$2,200.00
8 PMT Meeting to Review Draft Report and Presentation	3.00	\$275.00	\$825.00
9 Update Model as Needed Based on PMT feedback	2.00	\$275.00	\$550.00
10 Finalize Draft Report and Presentation and Submit to PMT	4.00	\$275.00	\$1,100.00
11 Present Report at City Council Meeting	2.00	\$275.00	\$550.00
12 Deliverables to PMT	1.00	\$275.00	\$275.00
Total Not to Exceed Compensation	38.00		\$10,450.00
<u>Scope of Work Summarized by Fund:</u>			
Water Fund	19.00	\$275.00	\$5,225.00
Sewer Fund	19.00	\$275.00	\$5,225.00
Total by Fund	38.00		\$10,450.00

2025 Foley City Council Meeting Schedule

All Council Meetings held @ 5:30 P.M. unless noted.

*Second meetings of the month held when needed as determined by Mayor/ Administrator.

January 7

*January 21

February 4

*February 18

March 4

*March 18

April 1

*April 15

May 6

*May 20

June 3

*June 17 (Foley Fun Days)

July 8 – week later due to 4th holiday.

August 5

August 19 - **Budget Workshop**

September 2- **Preliminary Levy Adoption**

*September 16

October 7

*October 21

November 4

*November 18

December 2 – Public Hearing for Final Budget @ 6pm

*December 16

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 11-12-24 –COUNCIL MEETING
DATE: NOVEMBER 8, 2024

Consent Agenda

Stone Creek has an entity requesting a gambling premises permit. They did submit the required fee and by adopting the included resolution the council can approve them to do gambling such as pull tabs and etabs. We do not have an ordinance which requires a portion of the proceeds be spent locally – prior council did not wish to incorporate those requirements.

The County Road 43 agreement is for the 2025 Improvements and specifies the arrangement of the county portion of the construction project. This is very similar the same agreements we had when Dewey Street and 4th Avenue N were done.

The MN City Participation Program for housing is again on the agenda for renewal. We had a lot of success with this program last year so staff does recommend renewing.

Election Results

The council will need to approve the abstract and pass the included resolution which certifies the results of the 2024 election. These changes become effective the first meeting in January.

Public Hearing - I/I & Weed Assessments

After the public hearing, council needs to consider adoption of the included resolutions to certify the delinquent charges to the tax rolls.

Public Hearing – ODAM Medical

The planning commission has recommended approval of the variance, rezoning and site plan of ODAM medical. There are conditions to the request and those are outlined in the resolution. Representatives will be at the meeting to answer questions.

Fire Relief Benefit Increase

Bryan Moshier will be at the meeting to request approval of a benefit increase. I've included the projected financials, the latest state report (which is from 2022) and a history of the increases since 2007. The council must approve this increase because they back the fund in case of a shortage. It should be noted that the state report is from 2022 and since then there has been improvement in the fund. Mr. Moshier can explain more at the meeting.

Cannabis Ordinance

The City Attorney will be at the meeting to provide an update on the cannabis ordinance moratorium. A draft of the county ordinance is in your packet. The council will need to provide direction to ensure we can pass whatever is necessary by the next meeting – before the 1st of the year.

Update on 2025 Improvements – 3rd Avenue Bridge

The City Engineer will provide an update on the 2025 Improvements as well as an update related to the 3rd Avenue bridge replacement.

Public Works Truck Purchase

Mark Pappenfus has provided information in the packet for this purchase and can provide details at the meeting.

Fire Truck Purchase

Quotes are in your packet for the purchase of a fire utility truck. It should be noted that this purchase which is to be reimbursed by relief comes from a separate fund than the retirement discussed in agenda item #9.

City Health Insurance

We did hold a couple meetings with personnel on the health insurance as the renewal came in higher than anticipated due to the new MN state mandates. We also got the final results of our work comp audit and insurance renewal and received lower than anticipated increases on the dental and life. These savings, along with some changes in our pool participants, will allow the city to keep the same contribution percentage for family premiums (90%).

Rate Study Proposals

I have included 2 proposals for a rate study. Both of these entities do have experience working with cities in the St. Cloud regional system. Either way, these studies take time and would not be incorporated until 2026. Staff would recommend we move forward with the initial proposed increases for 2025 (discussed at the budget workshop) and then make any additional changes once we have completed the study. I can provide more comment at the meeting.

Police Union Contract

We have reached a tentative agreement. I have made the necessary updates to the contract and sent it over to the union where they are reviewing and will hopefully vote on it soon. I anticipate it to be in the December packet for council consideration.

Final Budget/TNT

We will need to hold the public hearing on the final budget at the December 3rd meeting. In addition, we will address the final fee schedule. I anticipate proposed property tax statements to be out any day now as the election is over.

2025 Council Meeting Calendar

I have included a proposed meeting schedule in your packet – please let me know if you have any concerns.

Upcoming Reminders:

November 11, 2024 – Veteran’s Day – Offices Closed

November 12, 2024 – Council Meeting

November 13, 2024 – Council Workshop – Housing RFP

December 3, 2024 – Council Meeting/TNT Budget Hearing